

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁶⁹⁰ OF 1998

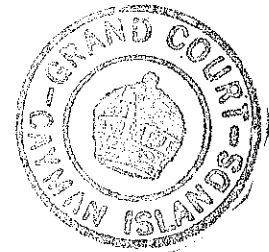
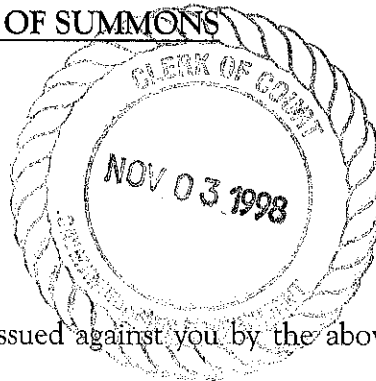
BETWEEN: PAN AM DEVELOPMENTS LTD. PLAINTIFF

AND: WILLIAM D. McLEOD, Snr. FIRST DEFENDANT

WILLIAM D. McLEOD, Jr. SECOND DEFENDANT

WRIT OF SUMMONS

TO: WILLIAM D. McLEOD, Snr. And
WILLIAM D. McLEOD, Jr.
P.O.Box 30234 S.M.B.
West Bay Road
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 day after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 3rd day of November, 1998.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

The Plaintiff owns and operates a marina, the Cayman Islands Yacht Club. The Defendants are the owners of a yacht M/V Indigo that is currently berthed at slip B-41 at the Plaintiff's property. In exchange for the use of the facilities the Defendants agreed to pay the Plaintiff a monthly rental fee and to reimburse the Plaintiff for water and electricity consumed by the Defendants at the Plaintiff's marina. The Defendants have failed to repay this indebtedness to the Plaintiff. The total sum outstanding since November 6th 1997 is the sum of C.I.\$3,519.24.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

1. The said principal sum of C.I.\$3,519.24
2. Interest on the amounts making up the principal sum calculated from the date of each respective invoice at 7 3/8% pursuant to the Judgment Debts (Rates of Interest) Rules (1996) of C.I.\$122.89.
3. Interest on the principal sum aforesaid from 1 November, 1998 until judgment or sooner payment at 7 3/8% pursuant to the Judgment Debts (Rates of Interest) Rules (1996) being a per diem of C.I.\$0.71.
4. Fixed costs of C.I.\$250.00.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed C.I.\$ 3,893.55 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or it's Attorney.

Hunter & Hunter

Hunter & Hunter

THIS WRIT was issued by Hunter & Hunter, attorneys-at-law for and on behalf of the Plaintiff herein whose address for service is The West Wind Building, 2nd Floor, P.O. Box 190, George Town, Grand Cayman. (Ref: NVJ/06463-007)