

IN THE GRAND COURT OF THE CAYMAN ISLANDS

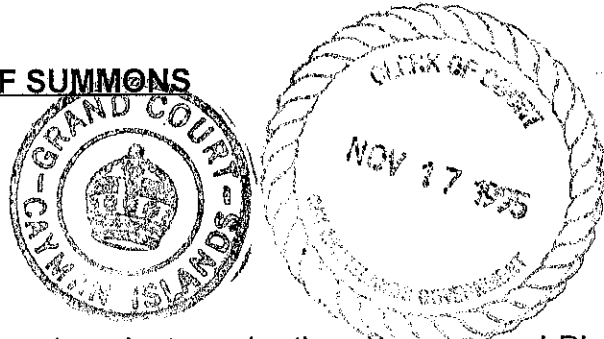
CAUSE NO. 489 OF 1995

BETWEEN: **BANK OF BUTTERFIELD INTERNATIONAL  
(CAYMAN) LTD.** Plaintiff

AND: **ANN TERRY** Defendant

WRIT OF SUMMONS

To: Ann Terry  
Seven Mile Beach,  
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 Fourteen days [14] 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 17<sup>th</sup> day of November, 1995.

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.

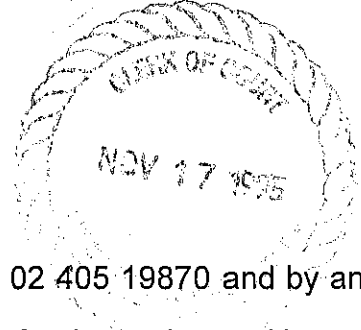
**IMPORTANT**

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

STATEMENT OF CLAIM



1. The Plaintiff is a class "A" Bank licensed to carry out Commercial Banking Business within the Cayman Islands.
2. The Defendant is a customer of the Plaintiff Bank.
3. That on the 3rd August, 1994, by Promissory Note No. 02 405 19870 and by an Agreement of the same date, the Plaintiff and the Defendant, along with two others, namely Martin and Jessie O'Donnell ("other named persons"), jointly and severly, entered into an Agreement whereby the Plaintiff agreed to lend to the Defendant (and the other named persons) the sum of CI\$6,800.00 with interest at the rate of 5% above the Plaintiff's Prime Lending Rate.
4. That it was a term of the said Agreement that the Defendant (and the other named persons) would pay the sum of CI\$334.00 per month commencing on the 3rd September, 1994, and continuing on the 3rd of each month until the Promissory Note had been repaid in full.
5. That on the 2nd November, 1994, the Defendant alone signed for a further advance on the said loan account and Promissory Note No. 02 405 19870 for the amount of CI\$2,802.19. The terms and conditions remained as under the Agreement dated the 3rd August, 1994.
6. That the Defendant has defaulted in making the agreed monthly payments.

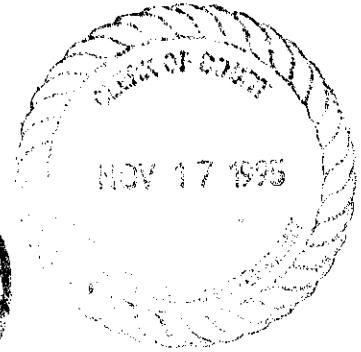


**PARTICULARS**

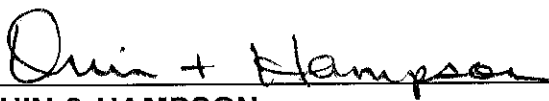
CI\$8,481.68 being the total amount outstanding as of the 13th October, 1995, with interest under the Promissory Note No. 02 405 19870.

AND THE PLAINTIFF CLAIMS against the Defendant:

1. The sum of CI\$8,481.68.
2. The Plaintiff further claims interest on the said sum aforesaid pursuant to the terms of the Promissory Note at the rate of 5% per annum above the Prime Lending Rate which is 8 3/4% as at the date hereof from the October, 1995, until judgment or sooner payment at the daily rate of CI\$3.20.
3. Costs to be assessed by the Court or to be taxed.



If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$8,481.68 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

  
**QUIN & HAMPSON**  
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, B.W.I.