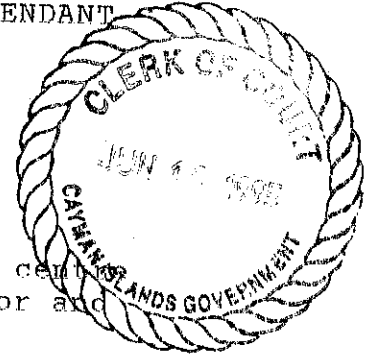


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 252 OF 1995

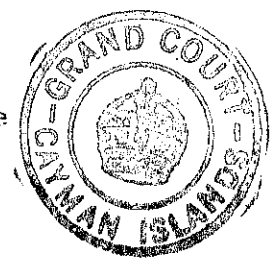
BETWEEN: ANGEL HAWKINS - PLAINTIFF
AND: LUZ COSTELLO - DEFENDANT

WRIT OF SUMMONS



TO: Ms. Luz Costello
George Town (works at restaurant in shopping centre)
Grand Cayman - first road on right behind Motor and
General Insurance)

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 days 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 Acknowledgement of Service stating therein
whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the
Acknowledgement within the time stated, or if you return the
Acknowledgement without stating therein an intention to contest
the proceedings, the Plaintiff may proceed with the action and

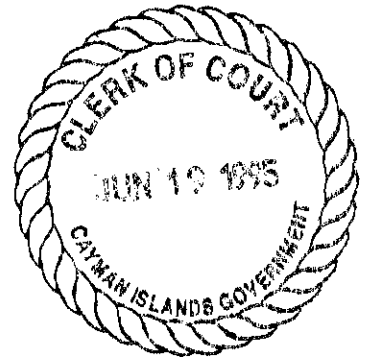
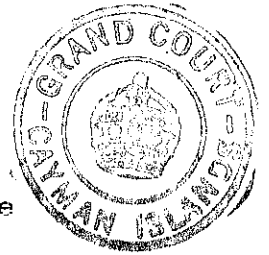
judgement may be entered against you forthwith without further notice.

Issued this 19th day of June, 1995.

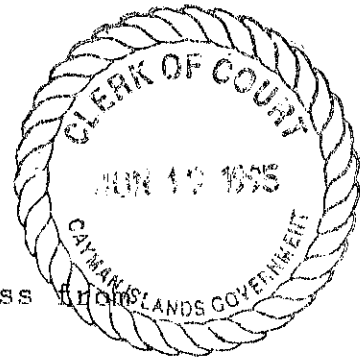
NOTE - This Writ may not be served later than 4 calendar months

IMPORTANT

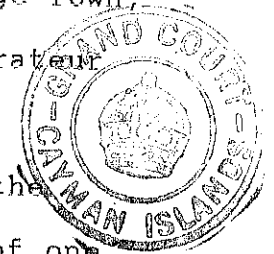
Directions for Acknowledgement of Service are given with the accompanying form.



STATEMENT OF CLAIM



1. The Plaintiff is a businessman who conducts business from Fort Street Building, George Town Grand Cayman.
2. The Defendant is an individual who resides at George Town, Grand Cayman and at the material time was a restaurateur with her own restaurant styled "LUZ RESTAURANT".
3. By a verbal agreement made on the 20th July, 1992 the Plaintiff agreed to loan to the Defendant the sum of one thousand dollars (CI\$1,000.00) which amount was to be repaid at the rate of 5% interest monthly by the Defendant.
4. On 6th December, 1992, the Plaintiff further verbally agreed to loan the Defendant an additional one thousand five hundred dollars (CI\$1,500.00) which amount it was agreed between the parties would be repaid by the Defendant in monthly installments. On 29th March, 1993 the Plaintiff further verbally agreed to loan the Defendant an additional \$1,500.00 which was to be repaid in monthly installments. Again on 7th December, 1993 the Plaintiff verbally agreed to loan an additional \$1,500.00 to the Defendant which amount was again to be paid by installments. No agreement was explicitly made regarding the payment of interest on the additional loans but implicit in the verbal agreements was the fact that the Defendant would also pay the sum of 5% interest monthly on the principal outstanding.
5. It was a term of each of the said oral agreements that the Defendant would repay the full amount outstanding by monthly



installments.

6. In breach of the said agreements, although the Plaintiff made some intermittent payments during 1992, 1993 and 1994 the Defendant failed to make any further payments after 25th July, 1994. The Plaintiff therefore employed the services of an Attorney-at-Law who contacted the Defendant regarding the matter. As a result of the contact made by the Attorney-at-Law the Defendant made certain payments on the interest outstanding on the debt. The principal amount however, remained outstanding.

7. However, despite frequent requests and in breach of the said agreements, the Defendant has failed and/or refused to pay the sum due and owing to the Plaintiff.

AND THE PLAINTIFF CLAIMS:

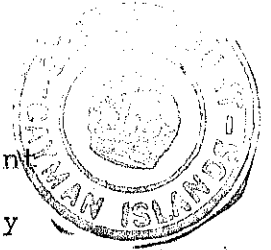
- | | |
|--|------------|
| (i) The principal sum of | \$5,500.00 |
| (ii) Interest and charges thereon pursuant to the oral agreement at the rate of 5% monthly to May 10th, 1995 | \$4,103.30 |
| (iii) Continuing interest pursuant to oral agreements until satisfaction of the debt | |
| (iv) Costs | |

\$

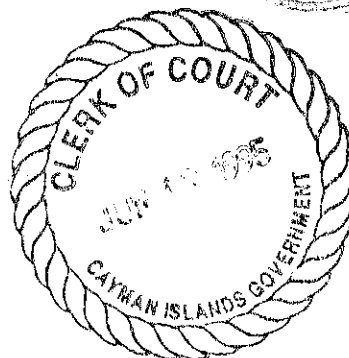
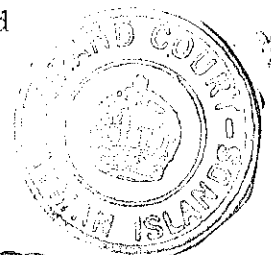
Dated this 19th day of June 1995

Brooks & Brooks

BROOKS & BROOKS
Attorneys-At-Law
for the Plaintiff



PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of \$9,603.30 plus costs of CI\$250.00 and disbursement of CI\$145.00. (Total of CI\$9,998.30 including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney-At-Law.



THIS WRIT WAS ISSUED by Brooks & Brooks Attorneys-At-Law for the Plaintiff whose address for service is 2nd Floor A.L. Thompson Building, P.O. Box 1355, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 257 OF 1995

BETWEEN: ANGEL HAWKINS - PLAINTIFF
AND: LUZ COSETILLO - DEFENDANT

ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff (tick box)

yes

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

Address for service:

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below

P. O. Box 1355 GT
Grand Cayman.

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 252 OF 1995

- (a) Filed on behalf of the Plaintiff
- (b) Deponent -
- (c) Affidavit: # 1
- (d) Sworn on:

BETWEEN: ANGEL HAWKINS - PLAINTIFF
AND: LUZ COSTELLO - DEFENDANT

AFFIDAVIT OF SERVICE

I, _____, of George Town Grand Cayman MAKE OATH AND SAY as follows:-

1. That I am a Bailiff of the Grand Court of George Town, Grand Cayman.
2. That on the _____ day of _____, 1995 I did personally serve on LUZ COSTELLO, the Defendant in this matter, a sealed copy of the Writ of Summons filed in this Cause by handing same to her at _____
3. That the said LUZ COSTELLO, is known to me personally or was identified to me by _____

AND I MAKE this Affidavit in proof of service of due process upon the Defendant.

Sworn to at George Town
Grand Cayman this
day of _____, 1995
before me

BAILIFF OF THE COURT

JUSTICE OF THE PEACE

Filed by Brooks & Brooks, Attorneys-at-Law for the Plaintiff
whose address for service is 2nd Floor A.L. Thompson Building
George Town Grand Cayman