

IN THE GRAND COURT OF THE CAYMAN ISLANDS

785
CAUSE NO. OF 1999

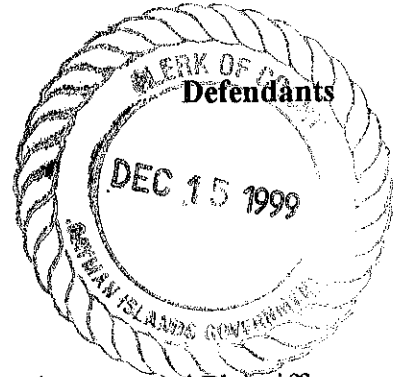
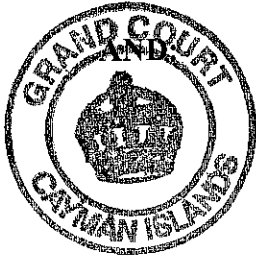
BETWEEN:

- (1) HAWKEYE SECURITY & ELECTRONIC SERVICES COMPANY, LTD.
- (2) ELICIA ELIZABETH GOODEN

Plaintiffs

- (1) ROBERT MICHAEL GOODEN
- (2) MARKSMAN ELECTRONICS & SECURITY SERVICES CO. LTD.
- (3) BARCLAYS BANK PLC

Defendants



WRIT OF SUMMONS

To: Robert Michael Gooden
P.O. Box 30791 SMB
Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of P.O. Box 30791 SMB, Grand Cayman, in respect of the claims set out on the next page.

Within fourteen (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 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 15th day of December, 1999

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

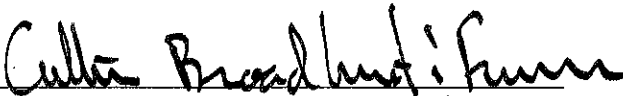
Directions for Acknowledgment of Service are given with the accompanying form.

INDORSEMENT

1. The 1st Plaintiff is a local company incorporated pursuant to the laws of the Cayman Islands. It provides security personnel and services to a variety of businesses and condominium corporations within the Cayman Islands.
2. The 2nd Plaintiff is 60 per cent owner of the 1st Plaintiff and also is an officer and director of the 1st Plaintiff. The 1st Defendant is a 40 per cent owner of the 1st Plaintiff and is also an officer and director of the 1st Plaintiff.
3. Prior to the incorporation of the 1st Plaintiff, the security services were provided by a partnership of the two present shareholders which partnership operated under the trading name of Hawkeye Security.
4. The partnership and the company acquired business assets of vehicles and equipment and also were parties to over 20 contracts to provide regular security and surveillance services. Hawkeye also provided security services for special functions as they occurred.
5. Hawkeye was incorporated on August 5th, 1999 and essentially carried on business in the same manner as prior to the incorporation.
6. On November 17th, 1999 the 1st Defendant seized equipment of the 1st Plaintiff including:
 - a. Books and records of the 1st Plaintiff
 - b. All two way radios and the master radio;
 - c. The only three vehicles of the 1st Plaintiff;
 - d. The computer used for storage and processing of accounts and records of the 1st Plaintiff;
 - e. The computer used to electronically monitor security systems of clients of the 1st Plaintiff;
 - f. Denied the 1st Plaintiff access to the mail box used by the 1st Plaintiff;
7. The 1st Defendant on his own behalf or on the behalf of the 2nd Defendant has taken steps to start up a competing business to the 1st Plaintiff which steps have included:
 - a. Incorporating a competing business, "Marksman Electronic \$ Security Services Co. Ltd.", the 2nd Defendant;
 - b. Contacting clients of the 1st Plaintiff and soliciting business;

- c. Contacting clients of the 1st Plaintiff and untruthfully criticizing the 1st and 2nd Plaintiff's ability to provide services as contracted for;
 - d. Using property of the 1st Plaintiff (radios, computers and vehicles) for his own business purposes;
 - e. Changed the prominently placed name and logo on one of the vehicles from that of the 1st Plaintiff to that of the 2nd Defendant;
 - f. Contacting employees of the 1st Plaintiff and disrupting their ability to perform their employment duties and encouraging them to cease working for the 1st Plaintiff;
 - g. The 1st Defendant on his own behalf or on the behalf of the 2nd Defendant has contacted some or all of the customers of the 1st Plaintiff and requesting that payments for security services provided by the 1st Plaintiff be made to the 1st Defendant.
8. The 1st Plaintiff has and will suffer serious and irreparable damage as a result of the 1st and 2nd Defendant's conduct.
 9. The 1st Plaintiff claims damages for breach of fiduciary duty, conversion, breach of trust, interest and costs.
 10. The 1st Plaintiff also claims a declaration that all funds received by the 1st and 2nd Defendant or other third parties standing to the credit of the Defendants are impressed with a trust in favour of the 1st Plaintiff.
 11. The 1st Plaintiff also claims a temporary and permanent injunction against the 1st and 2nd Defendant restraining him or individuals on his behalf from communicating with customers of the 1st Plaintiff or in any way interfering with the 1st Plaintiff's business operations.
 12. The 2nd Plaintiff also claims against the 1st Defendant for an accounting and damages as a result of the 1st Defendant's failure to account for and share profits relating to a partnership of the 2nd Plaintiff and the 1st Defendant called "14 Karat Jewelry Repair"

Dated this 15th day of December, 1999


 COLLINS BROADHURST & FURNISS
 Attorneys-at-Law for the Plaintiff

THIS WRIT OF SUMMONS was issued by Collins Broadhurst & Furniss, the attorneys-at-law for the plaintiffs, whose address for service is P.O. Box 2503 GT, 40 Linwood Street, George Town, Grand Cayman, Cayman Islands, British West Indies.

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BETWEEN:

- (1) **HAWKEYE SECURITY & ELECTRONIC SERVICES COMPANY, LTD.**
- (2) **ELICIA ELIZABETH GOODEN**

Plaintiffs

AND:

- (1) **ROBERT MICHAEL GOODEN**
- (2) **MARKSMAN ELECTRONICS & SECURITY SERVICES CO. LTD.**
- (3) **BARCLAYS BANK PLC**

Defendants

ACKNOWLEDGMENT 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 judgment 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 or otherwise participate in 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 judgment entered by the Plaintiff.

Yes

Service of the Originating Summons is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for Service:

Notes on address for service

Attorney: when 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 Island, 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 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:

Collins Broadhurst & Furniss
Attorneys-at-Law
40 Linwood Street
P.O. Box 2503 GT
Grand Cayman, Cayman Islands

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

[Empty box for defendant's attorney indorsement]

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. 495GT, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in Person)

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

See next page for notes for guidance.

Please complete next page

Notes for guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant is used in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Originating Summons)".
5. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
6. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company cannot take any further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office