

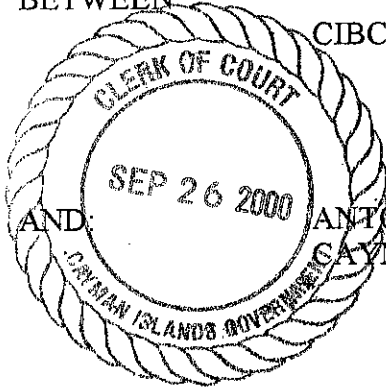
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 760 of 2000

BETWEEN

CIBC BANK & TRUST COMPANY (CAYMAN) LTD.

PLAINTIFF



AND

ANTONIO HAWKINS
CAYMAN CONCRETE COMPANY LTD.

FIRST DEFENDANT
SECOND DEFENDANT



WRIT OF SUMMONS

TO: Mr. Antonio Hawkins of PO Box 72GT, Seymour Drive, North Sound Road, Grand Cayman
AND TO: Cayman Concrete Company Ltd. of PO Box 72 GT, Seymour Drive, North Sound 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 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 GT, 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 Plaintiffs may proceed with the action and judgement may be entered against you forthwith without further notice.

ISSUED this 15th day of September 2000

NOTE: This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. By an instrument in writing dated the 26th day of June 1997 ("the Guarantee") and in consideration of the Plaintiff extending credit facilities, by way of an overdraft facility to the First Defendant, a customer of the said Plaintiff, the Second Defendant agreed with the Plaintiff to guarantee payment of the liabilities of the First Defendant incurred or to be incurred, whether arising from dealings with the Bank and the First Defendant, or from any other dealings by which the First Defendant may become in any manner whatever liable to the Plaintiff.
2. The said Guarantee provided, by Clause 10, that the Second Defendant would make payment to the Plaintiff of the amount of the liability of the First Defendant forthwith after demand therefor is made in writing. The liability of the Second Defendant, pursuant to Clause 10, was to also bear interest at the rate of 16% per annum from the date of such demand.
3. Pursuant to Clause 10, on 27th January 2000, the Plaintiff served upon the First and Second Defendants respectively a demand by way of a letter sent by registered prepaid post to their address at PO Box 72GT, Seymour Drive, North Sound Road, Grand Cayman. At the date of the said demand, the Defendants were indebted to the Plaintiff in the sum of US\$71,190.00 (inclusive of accumulated costs and expenses).
4. In response to the service of the aforementioned demand, the First Defendant and/or the Second Defendant made various payments on account of and in reduction of the overall outstanding indebtedness in the sum of US\$17,000.00.
5. The said receipts have been offset against principal as to \$5,375.00; accumulated interest of \$7,958.00; and \$3,667.00 for costs incurred by the Plaintiff in seeking to recover the outstanding sums.
6. Since the service of the said demands interest, commission and banking charges have been incurred such that the total indebtedness of the Defendants at the date of issue hereof therefore amounts to US\$62,388.19, being US\$60,952.78 principal (including accumulated costs) and US\$1,435.41 interest.
7. Neither Defendant has paid the said balance outstanding of US\$62,388.19 or any part thereof and remains indebted to the Plaintiff in this regard.
8. Further, the Plaintiff is entitled to and claims interest pursuant to the Guarantee on the sum of US\$62,388.19 at the rate of 16% per annum as aforesaid being US\$27.35 per day. Alternatively, the Plaintiff is entitled to and claims interest pursuant to Section 34 of the Judicature Law (1995 Revision) on any sums awarded to them at such rate and for such periods as the Court shall think fit.

AND THE PLAINTIFF CLAIMS AS AGAINST THE DEFENDANTS:

1. The said sum of US\$62,388.19 as referred to in paragraph 6 above;
2. Interest pursuant to paragraph 8 hereof;
3. Costs.
4. Further or other relief.

Dated this 15th day of September 2000.


Ritch & Conolly

This Writ of Summons was issued by Ritch & Conolly, Attorneys-at-Law for an on behalf of the Plaintiff herein whose address for service is that of their said Attorneys at Law of PO Box 1994 GT, Fourth Floor, Queensgate House, 113 South Church Street, George Town, Grand Cayman, B.W.I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 760 OF 2000

BETWEEN:

CIBC BANK AND TRUST COMPANY
CAYMAN LTD

PLAINTIFF

AND:

ANTONIO HAWKINS FIRST DEFENDANT
CAYMAN CONCRETE COMPANY LTD. SECOND 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:

Please complete overleaf

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

Messrs. Ritch & Conolly
PO Box 1994 GT
Grand Cayman

Ref: DAM/CIBC/Hawkins

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