

IN THE GRAND COURT OF THE CAYMAN ISLANDS

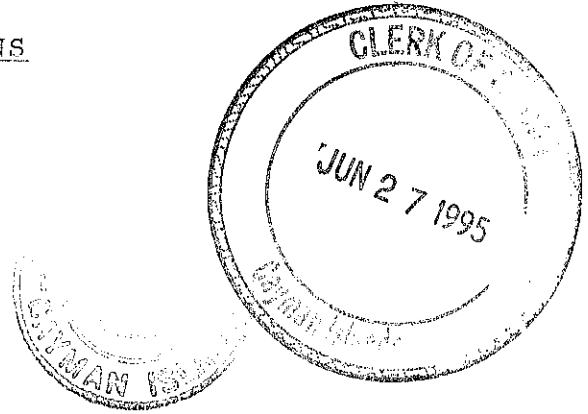
CAUSE # 267 1995

BETWEEN: CAYMAN DISTRIBUTORS LTD - PLAINTIFF
AND: FRED HARVEY
WILBURT MYLES - DEFENDANTS

WRIT OF SUMMONS

TO: Fred Harvey
Harvey's Construction Ltd;
Tropical Breeze Apts.,
Crewe Road Grand Cayman

AND TO: Wilburt Myles
C/O Horizon Autos
or P.O. Box 63 Savannah



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 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

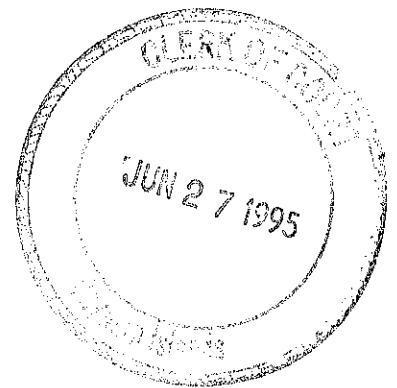
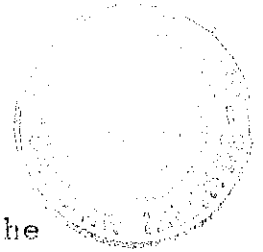
the proceedings, the Plaintiff may proceed with the action and Judgement may be entered against you forthwith without further notice.

Issued this 27 day of June, 1995.

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

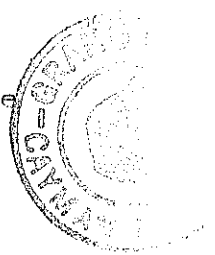
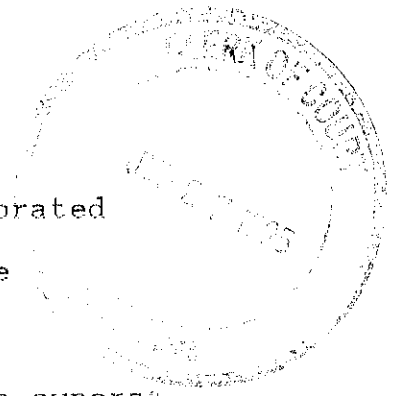
IMPORTANT

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



STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company incorporated within these Islands and is engaged in the wholesale beverage business.
2. The Defendants are and at the material time were the owners and/or operator of a gas station and adjacent store, known as Crewe Road Texaco Station located on Shedden Road, George Town, Grand Cayman.
3. By a contract in writing dated the 20th day of December, 1991 the Plaintiff agreed to sell and the Defendants agreed to buy such goods as the Defendants would from time to time order in accordance with the terms and conditions set out in the said contract.
4. The said contract provides for monthly payments but over time the indebtedness of the Defendants increased until at the 31st May, 1995 the balance due and owing by the Defendants totalled CI\$3,487.04 including the interest and charges pursuant to paragraph 6 of the contract.
5. It is further provided by the said contract that all sums due and owing by the Defendants business to the Plaintiff are personally guaranteed jointly and severally by the Defendants and the said guarantee has not been revoked and remains in force.
6. It is also provided by paragraph 8 of the said contract that the Defendants do indemnify the Plaintiff against all legal



costs and court expenses in relation to or arising out of the recovery of any debts of the Defendants which require such legal action and proceedings by the Plaintiff and the Plaintiff therefore claims payments of all such costs and expenses from the Defendants over and above the amounts payable by way of costs pursuant to the Rules of the Court.

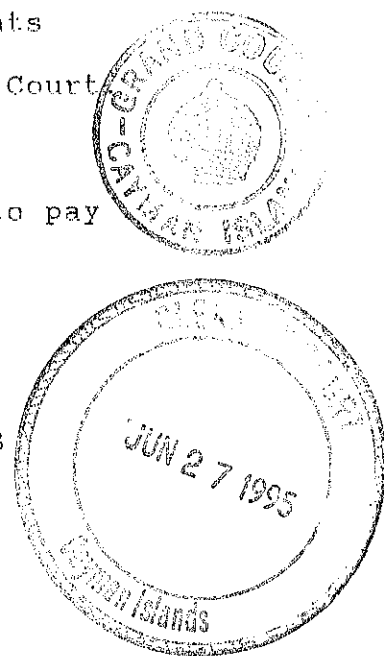
7. Despite, frequent requests and in breach of the said contract, the Defendants have failed and/or refused to pay the sums due and owing to the Plaintiff.

WHEREFORE THE PLAINTIFF CLAIMS:-

- (i) the principal sum of 2,478.53
- (ii) Interest and charges thereon pursuant to the contract at the rate of 1 1/2 % per month to end May, 1995 1,008.51

- (iii) Continuing interest pursuant to contract until the date of the satisfaction of the debt.
- (iv) An amount in accordance with paragraph 8 of the

3,487.04



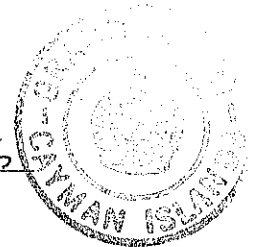
contract for legal expenses
and charges incurred by the
Plaintiff in connection with this claim

(v) Costs



Dated this 26th 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 \$3,487.04 plus costs of CI\$500.00 and disbursements of CI\$175.00. (Total of CI\$4,162.04 including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff of his Attorneys-at-Law.

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 1995

BETWEEN: CAYMAN DISTRIBUTOR LTD - PLAINTIFF

AND: FRED HARVEY

WILBURT MYLES - DEFENDANTS

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 Defendants by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendants intend to contest the proceedings (Tick appropriate box)

YES

NO

3. If the claim against the Defendants are for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendants intend 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:

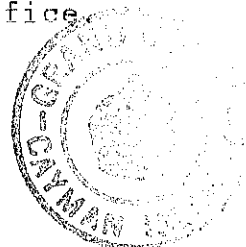
Please complete overleaf

Notes on address for service

Attorney: where the Defendant are 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.

C/O Brooks & Brooks
Attorneys-at-Law
P.O. Box 1355, G.T.,
Grand Cayman



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

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

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



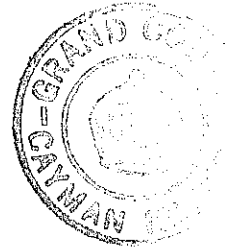
Filed by Brooks & Brooks Attorneys-at-Law for the Plaintiff
whose address for service is 2nd Floor A.L. Thompson Building
George Town Grand Cayman

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. _____ of 1995

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

BETWEEN: CAYMAN DISTRIBUTORS LTD - PLAINTIFF
AND: FRED HARVEY
WILBURT MYLES - DEFENDANTS



AFFIDAVIT OF SERVICE

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

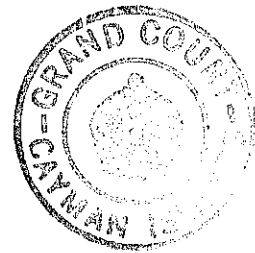
1. That I am a Bailiff of the Grand Court of George Town, Grand Cayman.
2. That on the _____ day of _____, 1995 I did personally serve on FRED HARVEY, the Defendant in this matter a sealed copy of the Writ of Summons filed in this Cause by handing same to him at _____
3. That the said FRED HARVEY is 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