

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ²⁰⁵ OF 2001

BETWEEN:

PANIER S.A.

Plaintiff

-and-

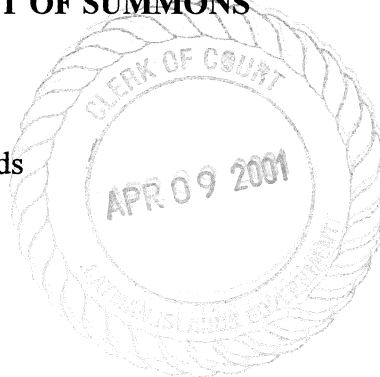
MARGARET BURNS

Defendant

WRIT OF SUMMONS

TO: Margaret Burns
Unit 23, Laguna Del Mar
Grand Cayman, Cayman Islands
British West Indies

31 Spring Garden Road
Etobicoke, Ontario, Canada
M8Z 3W8



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 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 9th day of April, 2001

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 company incorporated pursuant to the laws of Turks and Caicos and has its office at Coriats (Caribbean) Limited, Bristol House, Box 171 Providenciales, Turks and Caicos Islands.
2. The Defendant, Margaret Burns, is a permanent resident of the Cayman Islands whose residence is at Unit 23, Laguna Del Mar, West Bay Road, Grand Cayman, Cayman Islands. The Defendant also is known to have a residence in Etobicoke, Canada at 31 Spring Garden Road, Etobicoke, Ontario, Canada. M8Z 3W8.
3. The Plaintiff claims against the Defendant as the maker of two promissory notes.

The First Note Dated July 15th, 1998

4. The first note was made for US\$100,000.00 and dated July 15th, 1998 payable to the Plaintiff on demand or on maturity being July 15th, 2001. The Plaintiff pleads and relies on the terms of the note dated July 15th, 1998.
5. Simple interest on the first note is also due which is calculated at the rate of 8.5 per cent per annum.
6. The Defendant did receive from the Plaintiff the sum of US\$100,000.00 on or about July 15th, 1998 the repayment and other terms of which was agreed to be in accordance with the said promissory note.
7. As of the commencement of this proceeding (April 9th, 2001) interest accrued on the first note is US\$23,239.04 with interest accruing each day thereafter in the sum of US\$23.28.

The Second Note Dated September 15th, 1998

8. The second note was made for US\$100,000.00 and dated September 15th, 1998 payable to the Plaintiff on demand or on maturity being September 15th, 2001. The Plaintiff pleads and relies on the terms of the note dated September 15th, 1998.
9. Simple interest on the first note is also due which is calculated at the rate of 8.5 per cent per annum.

10. The Defendant did receive from the Plaintiff the sum of US\$100,000.00 on or about September 15th, 1998 the repayment and other terms of which was agreed to be in accordance with the said promissory note.
11. As of the commencement of this proceeding (April 9th, , 2001) interest accrued on the first note is US\$21795.68 with interest accruing each day thereafter in the sum of US\$23.28.

Legal Fees

12. The first and the second note provided further that the Plaintiff shall be entitled to reasonable costs of collection, including reasonable legal fees. Accordingly, the Plaintiff also claims it legal costs on a indemnity basis.

Demand

13. The Plaintiff made demand on the first and the second note on January 18th, 2001

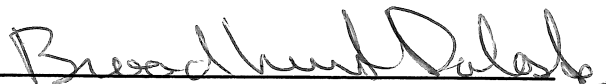
The Loan

14. Further and in the alternative, the Plaintiff claims against the Defendant the sum of US\$200,000.00 being the amount of a loan made to the Defendant in two installments each of US\$100,000.00 on or about July 15 and September 15, 1998.
15. The said loan was made on the terms as set out in promissory notes dated July 15 and September 15, 1998.

AND THE PLAINTIFF claims:

- A. Principal sum of US\$200,000 for both the first and the second note;
- B. Prejudgment and post judgment interest at the rate of 8.5 % per annum as claimed in paragraphs 5 and 9 of the Statement of Claim;
- C. Alternatively, prejudgment and post judgement interest at the rate as set pursuant to the Judicature Law (1995 Revision);
- D. Costs on an indemnity basis as claimed in paragraph 12 of the Statement of Claim;
- E. Alternatively, costs as determined by this Honourable Court;
- F. Such further and other relief as may be determined.

Dated April 9th, 2001



BROADHURST DaCOSTA

Attorneys at Law for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt or demand is US\$200,000.00 as principal and US\$45,034.72 as interest until the issue of the writ of summons for a total amount of US\$245,034.72. The costs of issuing the writ of summons is US\$1587.50 (US\$187,50 + ad valorem calculation of US\$1400.00)

STATEMENT REGARDING INTEREST

- i. The rate of interest claimed for the first note is from July 15th, 1998 to the present calculated at the rate of 8.5 per cent per year as claimed in paragraph 5 of the Statement of Claim;
- ii. The rate of interest claimed for the Second note is from September 15th, 1998 to the present calculated at the rate of 8.5 per cent per year as claimed in paragraph 9 of the Statement of Claim.
- iii. Alternatively, the claim for interest is in accordance with the rate as determined pursuant to the Judicature Law (1995);
- iv. The total interest claimed pursuant to paragraphs 5 and 9 of the statement of claim as of the date of the issue of the writ of summons (April 9th, 2001) is US\$45,034.72;
- v. The amount of interest accruing each day following the issue of the writ is US\$23.28.

INDORSEMENT REGARDING CURRENCY

This claim is for sums determined in the currency of the United States of America

This Writ of Summons was issued by Broadhurst DaCosta whose address for service is Broadhurst DaCosta, Attorney-at-Law, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

205
CAUSE NO: OF 2001

BETWEEN:

PANIER S.A.

Plaintiff

-and-

MARGARET BURNS

Defendant

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 Writ of 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:

Broadhurst DaCosta
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.
4. 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.
5. 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 Writ of Summons)".
6. 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.
7. 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.
8. 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.
9. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
10. A Defendant acting in person may obtain help in completing the form at the Courts Office

Notes for guidance

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