

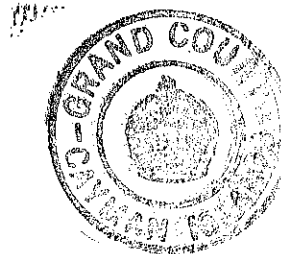
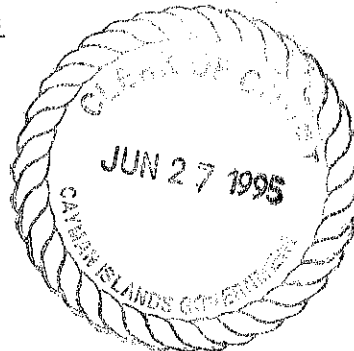
BETWEEN: CAYMAN DISTRIBUTORS LTD - PLAINTIFF
AND: ANTHONY LOGAN
AND: OLAV MONTEITH
AND: FITZROY MUNROE - DEFENDANTS

WRIT OF SUMMONS

TO: Mr. Anthony Logan,
C/O Cayman National Bank,
George Town
Grand Cayman

AND TO: Mr. Olav Monteith,
C/O British American Insurance,
George Town,
Grand Cayman

AND TO: Mr. Fitzroy Munroe,
C/O Munroe Electrical Co.,
Industrial Park,
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 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.

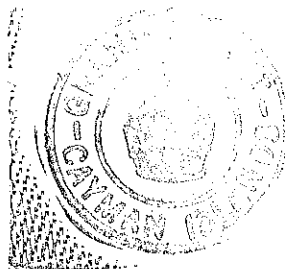
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 27th day of June, 1995.

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

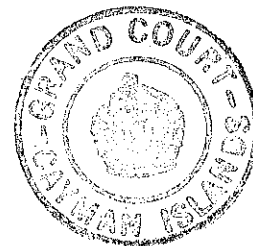
IMPORTANT

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 operators of a premises known as Mingles Nightclub operated by C.A.R.N.S. Ltd West Bay Road, Grand Cayman.
3. By a contract in writing dated the 29th July, 1992 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, 1994 the balance due and owing by the Defendants totalled CI\$6,717.92 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 C.A.R.N.S. Ltd to the Plaintiff are personally guaranteed 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

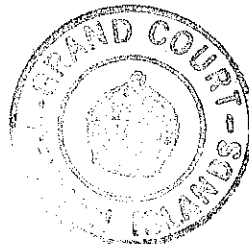
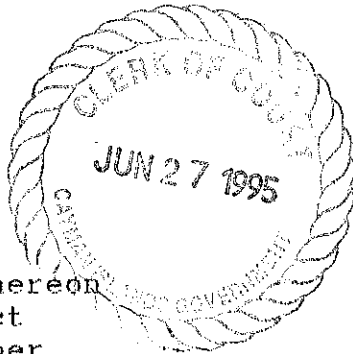


the recovery of any debts of the Defendants which requires such legal action and proceedings by the Plaintiff and the Plaintiff therefore claims payments of all such costs and expenses from the Defendants over and above the amounts payable by way of costs pursuant to the Rules of the Court.

7. On or about February, 1994 the Plaintiff entered into an arrangement with the third joint guarantor, Fitzroy Munroe, and he was released from his guarantee without prejudice to the Plaintiff's right to continue with its claim for the balance due by the company.
8. Despite, frequent requests and in breach of the said contract, the Defendants have failed and/or refused to pay the balance of the sums due and owing to the Plaintiff.

WHEREFORE THE PLAINTIFF CLAIMS:-

- | | | |
|-------|--|------------|
| (i) | The principal sum of | \$4,189.43 |
| (ii) | Interest and charges thereon pursuant to the contract at the rate of 1 1/2% per month to end May, 1995 | \$2,528.49 |
| | | <hr/> |
| | | \$6,717.92 |
| (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 contract for legal expenses and charges | |



incurred by the Plaintiff in
connection with this claim

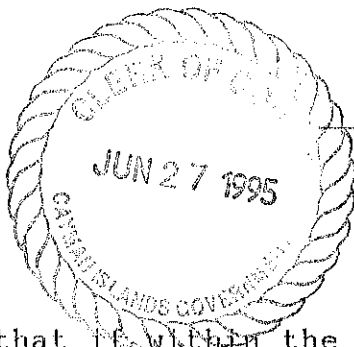
\$

(v) Costs

\$

\$

Dated this 27th day of June, 1995.



Brooks & Brooks

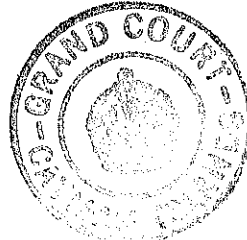
BROOKS & BROOKS
Attorneys-At-Law
for the Plaintiff

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 \$6,717.92 plus costs of CI\$500.00 and disbursement of CI\$205.00. (Total of CI\$7,422.92 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.

BETWEEN: CAYMAN DISTRIBUTORS LTD - PLAINTIFF
 AND: ANTHONY LOGAN
 AND: OLAV MONTEITH
 AND: FITZROY MUNROE - 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 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:

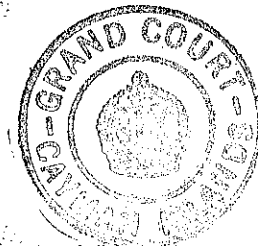
Notes on address for service

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 given his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must given 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

Brooks & Brooks
Attorneys-at-Law
P.O. Box 1355, G.T.,
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. 270 OF 1995

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

BETWEEN: CAYMAN DISTRIBUTORS LTD - PLAINTIFF
AND: ANTHONY LOGAN
AND: OLAV MONTEITH
AND: FITZROY MUNROE - 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 FITZROY MUNROE, 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 FITZROY MUNROE, 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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 270 OF 1995

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

BETWEEN: CAYMAN DISTRIBUTORS LTD - PLAINTIFF
AND: ANTHONY LOGAN
AND: OLAV MONTEITH
AND: FITZROY MUNROE - 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 ANTHONY LOGAN, 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 ANTHONY LOGAN, 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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 270 OF 1995

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

BETWEEN: CAYMAN DISTRIBUTORS LTD - PLAINTIFF
AND: ANTHONY LOGAN
AND: OLAV MONTEITH
AND: FITZROY MUNROE - 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 OLAV MONTEITH, 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 OLAV MONTEITH, 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