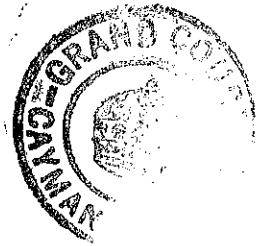
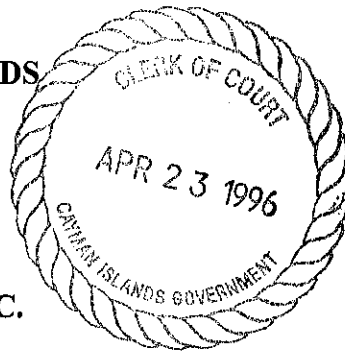


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 221 OF 1996



BETWEEN: OVERARCH INC. PLAINTIFF  
AND: PACESETTER FASHIONS LTD. FIRST DEFENDANT  
AND: DONOVAN SMITH SECOND DEFENDANT

**WRIT OF SUMMONS**

TO: Pacesetter Fashions Ltd. of P O Box 1875, George Town, Grand Cayman  
AND: Donovan Smith of P O Box 30108 SMB, 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 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.

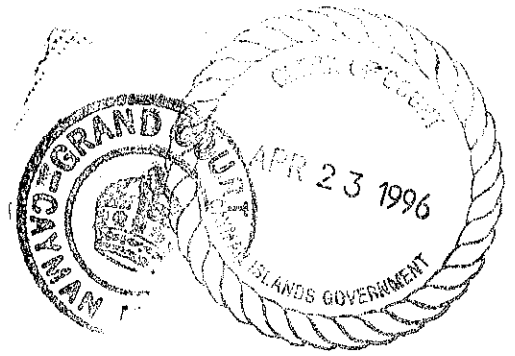
Issued this 23<sup>rd</sup> day of April 1996.

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. In or around February, 1991 the Plaintiff loaned to the First Defendant or alternatively the Second Defendant the sum of US\$50,000.00.
2. In or around April 1991 the Plaintiff loaned to the First Defendant or alternatively the Second Defendant the sum of US\$40,000.00.
3. In or around June, 1992 the Plaintiff loaned to the First Defendant or alternatively the Second Defendant the sum of US\$12,000.00. US\$2,000.00 of this amount was repaid in or around June, 1992.
4. It was agreed between the parties that the aforesaid loans would be payable on demand. Despite demand the First Defendant or alternatively the Second Defendant has failed to repay the said loans.

**AND THE PLAINTIFF CLAIMS:**

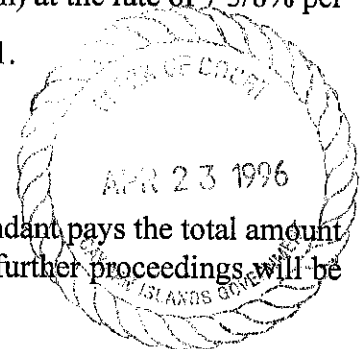
1. Payment of the sum of US\$100,000.00 by the First Defendant or alternatively the Second Defendant.



- 2. Interest on the aforesaid sums pursuant to Section 34 of The Judicature Law (1995 Revision):
    - (a) on the sum of US\$50,000.00:
      - (i) at the rate of 8 3/8% per annum from 1.3.91 to 31.1.96  
in the sum of US\$20,615.39
      - (ii) at the rate of 7 3/8% per annum from 31.1.96 to 23.4.96  
in the sum of US\$828.20
    - (b) on the sum of US\$40,000.00:
      - (i) at the rate of 8 3/8% per annum from 1.5.91 to 31.1.96  
in the sum of US\$15,933.68
      - (ii) at the rate of 7 3/8% per annum from 31.1.96 to 23.4.96  
in the sum of US\$662.56
    - (c) on the sum of US\$10,000.00:
      - (i) at the rate 8 3/8% per annum from 1.7.92 to 31.1.96  
in the sum of US\$2,933.86
      - (ii) at the rate of 7 3/8% per annum from 31.1.96 to 23.4.96  
in the sum of US\$165.64
- TOTAL INTEREST CLAIMED US\$41,139.33

3. Interest pursuant to Section 34 of the Judicature Law (1995 Revision) at the rate of 7 3/8% per annum on the sum of US\$100,000.00 at the daily rate of US\$20.21.

4. Costs.



If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$140,896.93 and CI\$1,451.40 in respect of costs and fees further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

*Bruce Campbell + Co.*

BRUCE CAMPBELL & CO.  
Attorneys-at-Law  
for the Plaintiff

THIS WRIT was issued by Bruce Campbell & Co. Attorneys-at-Law for the Plaintiff whose address for service is 4th Floor, The Bank of Nova Scotia Building, George Town, Grand Cayman