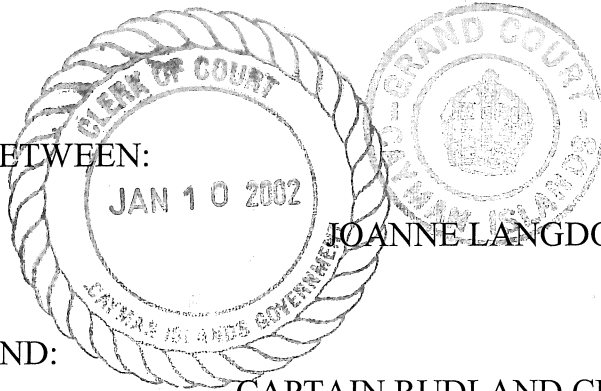


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 29 ✓

Legal Aid Certificate No. 113/01

BETWEEN:



JOANNE LANGDON FOSTER

Plaintiff

AND:

CAPTAIN RUDLAND CLINDON FOSTER

Defendant

WRIT OF SUMMONS

TO: CAPTAIN RUDLAND CLINDON FOSTER, 594 South Sound Road, PO Box 72 GT, Grand Cayman, Cayman Islands, BWI

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 495 GT, 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 10th day of January 2002

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a businesswoman resident in Grand Cayman.
2. The Defendant is retired and resides in Grand Cayman.
3. Between 1980 and August 1995 the Plaintiff was married to the Defendant's son, Mr Robert Don Foster.
4. Until July 1990 the Plaintiff was a director and managing director of Don Foster's Dive Grand Cayman Ltd and related companies.
5. By an agreement in writing dated 25 July 1990 (the "Agreement") between the Plaintiff, the Defendant, Don Foster's Dive Grand Cayman Ltd, Don Foster's Watersports (Cayman) Ltd, Don Foster's Dive Coconut Harbour Ltd, Wavemaker Ltd and Retsof Ltd, the Defendant and other parties agreed jointly and severally to pay to the Plaintiff, in consideration for the Plaintiff providing and/or making herself available for consultancy services, 100 payments of US\$5,000 each commencing on 1 August 1990 with the last payment on 1 November 1998.
6. By a Deed of Covenant made on 24 June 1992 between the Plaintiff and the Defendant (the "Deed of Covenant"), the Defendant covenanted to pay to the Plaintiff, in consideration of natural love and affection, by way of gift, the sum of US\$500,000 which had been paid and was payable in the sum of US\$5,000 per month. By the Deed of Covenant the Plaintiff acknowledged receipt of payments of US\$5,000 per month commencing on 25 July 1990 and monthly thereafter and which the Defendant covenanted would continue to be paid monthly after 24 June 1992 until 1 November 1998.
7. The sum paid in fact to the Plaintiff by the Defendant pursuant to the Agreement and/or pursuant to the Deed of Covenant was US\$250,000, which was paid in monthly installments of US\$5,000 as provided by the Agreement and the Deed of Covenant.
8. The Plaintiff did not receive any payments from any of the parties to the Agreement other than the Defendant.

9. During the period July 1990 to 20 September 1994 the Defendant made other payments to the Defendant that were intended to meet the Plaintiff's expenses including the expenses of raising her two children, the Defendant's grandchildren. Pursuant to informal agreements reached between the Plaintiff and the Defendant, the Defendant paid such medical, dental and optical expenses of his grandchildren as were not covered by insurance and private schooling and travel expenses in Grand Cayman and the United States of America.
10. By a letter dated 20 September 1994 from the Defendant's Attorneys, Hunter & Hunter, the Defendant indicated that he did not intend to make any further payments to the Plaintiff. The Defendant alleged, for the first time, that the payments made as set out in paragraph 9 above were made in satisfaction of the Deed of Covenant. In fact, those payments were made for purposes other than in satisfaction of the Agreement and/or the Deed of Covenant and were made for the purposes set out in paragraph 9 above.
11. In breach of the terms of the Agreement and the Deed of Covenant, the Defendant has failed to pay the sum of US\$5,000 on any dates between 1 October 1994 and 1 November 1998 (inclusive) and has failed in total to pay the sum of US\$250,000 pursuant to the Agreement and/or the Deed of Covenant.
12. By reason of the matters aforesaid, the Plaintiff has suffered loss and damage in that the sum of US\$250,000 has not been paid and is due and owing.
13. Further, the Plaintiff is entitled to and claims interest on the sum of US\$250,000 and/or on any sums awarded to her pursuant to Section 34 of the Judicature Law (1995 Revision) at the prescribed rates as set out in the Schedule hereto or for such periods and at such rate as to the Court may seem just.

AND THE PLAINTIFF claims:

1. US\$250,000; and

2. Interest pursuant to Section 34 of the Judicature Law (1995 Revision) at the prescribed rates as set out in the Schedule hereto being:
 - (1) To the date hereof the sum of US\$101,179.54
 - (2) From the date hereof the daily rate of US\$30.82, or such other rate as may be prescribed
3. Alternatively, interest on any sums awarded to her for such periods and at such rate as to the Court may seem just; and
4. Costs

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$351,179.54 (including interest) and CI\$500.00 costs further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorney.

Boxalls

Boxalls

Attorneys for the Plaintiff

Dated the 10th day of January 2002

This WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Boxalls, Attorneys at Law, whose address for service is: PO Box 1234GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman, British West Indies (2092-0001/EDS/AMW)

SCHEDULE

DATE	to 31/01/1996 @ 8.375%	01/02/1996 to 31/01/1998 @ 7.375%	01/02/1998 to 30/11/1998 @ 7.875%	TOTALS
01/10/1994	558.33	737.50	328.12	1,623.95
01/11/1994	523.44	737.50	328.12	1,589.06
01/12/1994	488.54	737.50	328.12	1,554.16
01/01/1995	453.64	737.50	328.12	1,519.26
01/02/1995	418.75	737.50	328.12	1,484.37
01/03/1995	383.85	737.50	328.12	1,449.47
01/04/1995	348.96	737.50	328.12	1,414.58
01/05/1995	314.06	737.50	328.12	1,379.68
01/06/1995	279.17	737.50	328.12	1,344.79
01/07/1995	244.27	737.50	328.12	1,309.89
01/08/1995	209.37	737.50	328.12	1,274.99
01/09/1995	174.48	737.50	328.12	1,240.10
01/10/1995	139.58	737.50	328.12	1,205.20
01/11/1995	104.69	737.50	328.12	1,170.31
01/12/1995	69.79	737.50	328.12	1,135.41
01/01/1996	34.90	737.50	328.12	1,100.52
01/02/1996		737.50	328.12	1,065.62
01/03/1996		706.77	328.12	1,034.89
01/04/1996		676.04	328.12	1,004.16
01/05/1996		645.31	328.12	973.43
01/06/1996		614.58	328.12	942.70
01/07/1996		583.85	328.12	911.97
01/08/1996		553.12	328.12	881.24
01/09/1996		522.39	328.12	850.51
01/10/1996		491.67	328.12	819.79
01/11/1996		460.94	328.12	789.06
01/12/1996		430.21	328.12	758.24
01/01/1997		399.48	328.12	727.60
01/02/1997		368.75	328.12	696.87
01/03/1997		338.02	328.12	666.14
01/04/1997		307.29	328.12	635.41
01/05/1997		276.56	328.12	604.68
01/06/1997		245.83	328.12	573.95
01/07/1997		215.10	328.12	543.22
01/08/1997		184.37	328.12	512.49
01/09/1997		153.64	328.12	481.76
01/10/1997		122.92	328.12	451.04

SCHEDULE

01/11/1997		92.19	328.12	420.24
01/12/1997		61.46	328.12	389.58
01/01/1998		30.73	328.12	358.85
01/02/1998			328.12	328.12
01/03/1998			295.31	295.31
01/04/1998			262.50	262.50
01/05/1998			229.69	229.69
01/06/1998			196.87	196.87
01/07/1998			164.06	164.04
01/08/1998			131.25	131.25
01/09/1998			98.44	98.44
01/10/1998			65.62	65.62
01/11/1998			32.81	32.81
TOTAL				40,693.83

	01/12/1998 to 31/03/2001 @ 7.875%	01/04/2001 to 30/11/2001 @ 8.00%	01/12/2001 to 31/12/2001 @ 4.5%	TOTAL
250,000.00	45,937.50	13,333.33	937.50	60,208.33

TOTAL to 31/12/2001				100,902.16
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TOTAL to 10/01/2002				101,179.54
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				Daily from 10/01/02 at 4.5%
250,000				30.82