

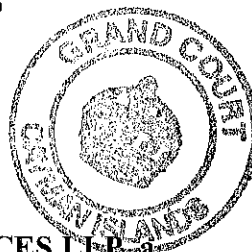
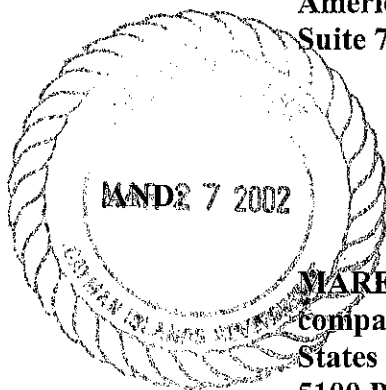
IN THE GRAND COURT OF THE CAYMAN ISLANDS
IN ADMIRALTY

CAUSE NO. 224 OF 2002

ADMIRALTY ACTION IN REM AGAINST THE SHIP M/V HECK

BETWEEN:

DEBIS FINANCIAL SERVICES INC., a company
incorporated in the State of Delaware, United States of
America, having its principal office at 201 Merritt 7,
Suite 700, Norwalk, Connecticut, 06856



PLAINTIFF

MAREX OCEANOGRAPHIC SERVICES LLP, a
company incorporated in the State of Tennessee, United
States of America, having its principal place of business at
5100 Poplar Avenue, Suite 2208, Memphis, Tennessee,
38137

DEFENDANT

WRIT OF SUMMONS

TO: Marex Oceanographic Services LLP, the owners of the ship M/V Heck
registered at the port of Bayou La Batre, Alabama, United States of America

THIS WRIT OF SUMMONS has been issued by the Plaintiff against the property
described above in respect of the claim set out on the next page.

Within 14 days after the service of this Writ, counting the day of service, you must either
satisfy the claim or return to the Court Office, PO Box 495GT, 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 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 and if the property described in this Writ is under the arrest of the
Court it may be sold by Order of the Court.

Issued this day of , 2002.

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 Acknowledgement of Service are given with the accompanying form. If necessary, a form of Acknowledgment of Service may be obtained from the Courts Office, Law Courts, PO Box 495GT, George Town, Grand Cayman.

STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated in the State of Delaware, United States of America, having its principal office at 201 Merritt 7, Suite 700, Norwalk, Connecticut, 06856, United States of America.

2. The Defendant is a company incorporated in the State of Tennessee, United States of America, having its principal place of business at 5100 Poplar Avenue, Suite 2208, Memphis, Tennessee, 38137, United States of America.

3. By Preferred Ship Mortgage dated 14 May 1997, and duly filed with the National Vessel documentation centre USG on 22 May 1997 in Book 97-53 at Page 488, the Defendant as mortgagor, mortgaged to the Plaintiff, as mortgagees, the vessel named M/V Heck, official hull number S-591 with vessel identification number D1054756 belonging to the port of Bayou La Batre, Alabama, United States of America, to secure an account current between the Plaintiff and the Defendant.

4. An event of default occurred pursuant to Article III(1)(a) of the said Preferred Ship Mortgage by the Defendant's failure to make required payments under a promissory note also dated 14 May 1997, issued by the Defendant to the Plaintiff in the principal amount of US\$1,200,000.

5. On or about September 21, 1999, the Plaintiff filed a lawsuit against the Defendant and J. Herbert Humphreys Jr. in the Circuit Court of Shelby County, Tennessee, to collect the debt evidenced by the said promissory note and on or about 15 May 2000, the Circuit Court entered judgment in the sum of US\$1,076,903 in favour of the Plaintiff and against the Defendant and J. Herbert Humphreys Jr. jointly and severally.

6. On or about 13 February 2001, the Defendant filed with the Bankruptcy Court in bankruptcy cases a second amended joint plan of reorganisation proposing, among other things, a restructuring of the said indebtedness and on or about 13 April 2001, the Bankruptcy Court for the Western District of Tennessee entered an Order in bankruptcy cases confirming the plan. Pursuant to the said plan, the Defendant executed and delivered to

the Plaintiff an amended and re-stated promissory note dated 21 December 2001 in the principal amount of US\$1,045,594.91. Further as a result of the plan the Defendant entered into a modification of Preferred Ship Mortgage agreement dated 21 December 2001 with the Plaintiff and also J. Herbert Humphreys Jr. entered into an amended and restated guarantee agreement dated 31 December 2001 in favour of the Defendant. Further, an intercreditor and forbearance agreement also dated 31 December 2001 was also entered into by *inter alia* the Plaintiff and James Herbert Humphreys Jr.

7. Pursuant to the amended and restated promissory note referred to above and dated 31 December 2001, the Defendant failed to make a payment of US\$19,921.42, which was due on 1 March 2002 as required by the said note. Further, the Defendant failed to provide on or before the fifth business day of each month monthly reports to the Plaintiff including the financial conditions and operations of the Defendant, the location of the motor vessel M/V Heck, and proof of payment as to all wages, supplies and other necessities or other charges which if unpaid, might give rise to a maritime lien against the M/V Heck, such reports being required by Paragraph I(d) of the Preferred Ship Mortgage referred to above.

8. Despite a demand dated 13 March 2002 and made pursuant to Section 6 of the amended and restated promissory note by the Plaintiff, the Defendant failed to pay the US\$19,921.42 due on 1 March 2001 and a late charge of US\$996.07 and US\$1,000 in attorneys' fees and expenses.

9. Pursuant to Paragraph 7 of the amended and restated promissory note, the Defendant had 5 days after receiving the written notice dispatched on 13 March 2002 from the Plaintiff that an event of default existed and to cure such event of default. In the event that the Defendant failed to cure such event of default, Paragraph 7 of the said note states that the indebtedness evidenced by the note shall, at the option of the Plaintiff, and without further notice of demand, become due and payable. Further, pursuant to Paragraph 1(1) of the Preferred Ship Mortgage, upon the occurrence of an event of default, the Defendant was immediately to return the M/V Heck to the United States territorial waters and surrender the vessel to the Plaintiff. By demand dated 20 March 2002, pursuant to said paragraph 7 the Plaintiff sought the full amount plus interest and costs due under the loan and sought return

of the M/V Heck to United States territorial waters and surrender of the said vessel to the Plaintiff. This demand and the earlier demand referred to herein have not been satisfied by the Defendant.

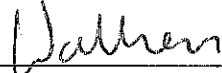
10. There is due and owing to the Plaintiff under the loan the sum of US\$1,005,381.25 and interest, and although payment thereof has been duly demanded by letter dated 20 March 2002, the Defendant has failed to pay the same or any part thereof.

11. Further, pursuant to Paragraph 6 of the amended and restated promissory note, the outstanding principal balance of the indebtedness evidenced by such note shall bear interest from 13 March 2002 at the rate of 12 percent per annum until payment of the outstanding loan. Further, the said amended and restated promissory note provides that the Plaintiff is entitled to all its reasonable costs and expenses, including reasonable attorneys' and appraisers' fees incurred in collecting or attempting to collect the indebtedness evidenced by the note or in enforcing the ship mortgage or any of the other security documents surrounding this transaction.

AND THE PLAINTIFF claims:

1. A declaration of the validity of the mortgage;
2. Judgment for the sum of US\$1,005,381.25, together with interest and expenses pursuant to the contract;
3. The Plaintiff's costs in this action including all costs of tracing the vessel and recovering the foregoing amount on a solicitor/client basis;

4. An Order for the appraisal and sale of the vessel;



WALKERS

THIS WRIT AND STATEMENT OF CLAIM was issued by Debis Financial Services Inc., whose address for service is care of its Attorneys, whose address for service is that of its said Attorneys-At-Law, Walker House, PO Box 265GT, Mary Street, George Town, Grand Cayman, Cayman Islands

INDORSEMENT AS TO SERVICE

THIS WRIT AND STATEMENT OF CLAIM were served by me on the ship M/V Heck at North Sound Estates, Grand Cayman, on _____, the _____ day of _____, 2002, by affixing the foregoing Writ and Statement of Claim for a short time on any mast of the ship or on the outside of any suitable part of the ship's superstructure and, on removing the foregoing Writ and Statement of Claim, leaving copies of them affixed on a sheltered conspicuous part of the ship.

DATED this _____ day of _____, 2002.

**BAILIFF OF THE GRAND COURT
OF THE CAYMAN ISLANDS**