

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ⁶⁸⁵ of 2002 ✓

BETWEEN:

FOSTER BROTHERS LIMITED

Plaintiff

AND

1. COAD LIMITED
2. DYKE GREENE
3. CLAUDETTE GREENE
4. OVAINE MONTEITH

Defendants

WRIT OF SUMMONS

TO: COAD Limited
P.O. Box 11380 APO
Grand Cayman, Cayman Islands

Dyke Greene
PO Box 11336 APO
Grand Cayman, Cayman Islands

Claudette Greene
P.O. Box 11336 APO
Grand Cayman, Cayman Islands

Ovaine Monteith
P.O. Box 11336 APO
Grand Cayman, Cayman Islands

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 day ~~SEP 12~~ ^{SEP 12 2002} September 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.

STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated pursuant to the laws of the Cayman Islands and at all material times was a supplier of grocery and confection products. Its registered office is PO Box 400 George Town, Grand Cayman.
2. The 1st Defendant, COAD Limited, was at all material times the operator of a convenience store known locally as "Crewe Road Esso". Its registered office is PO Box 11380 APO, Grand Cayman.
3. The 2nd Defendant, Dyke Greene, was at all material times a director and guarantor of the 1st Defendant.
4. The 3rd Defendant, Claudette Greene, was at all material times a director and guarantor of the 1st Defendant.
5. The 4th Defendant, Ovaine Monteith, was at all material times a director and guarantor of the 1st Defendant.
6. By way of agreement dated 14 December 1999, the Plaintiff and the 1st Defendant entered into a credit agreement whereby the Plaintiff would supply

to the 1st Defendant certain grocery and confection products, the terms of such agreement included as follows:

- a. The 1st Defendant would pay for the goods within 15 days of invoicing;
 - b. Interest would accrue on accounts remaining unpaid following 15 days from the date of invoicing;
 - c. The rate of interest accrual would be 2 percent per month;
 - d. Legal costs incurred by the Plaintiff as a result of collection being referred to its attorneys would be added to the debt on outstanding invoices;
 - e. Objections to invoices on settlement of materials delivered were to be made within 14 days of delivery of goods.
7. The 2nd, 3rd and 4th Defendants each provided to the Plaintiff a continuing guarantee of all the 1st Defendant's liabilities in connection with the above pleaded agreement. The guarantee of 2nd, 3rd and 4th Defendants established joint and several liability for the debt of the 1st Defendant to the Plaintiff.
8. The Plaintiff did supply goods to the 1st Defendant in accordance with the terms of the agreement and invoices were rendered as identified in the Schedule of Interest Calculation to this Statement of Claim.
9. Interest on the invoiced sums is calculated at the rate of 2 percent per month, and is, as of 11 September 2002, \$3,348.00, and continues to accrue at the rate of \$7.78 per day. The interest calculation is as set out in the schedule attached to this Statement of Claim.
10. Legal fees and disbursements to the date of filing of this Writ of Summons and Statement of Claim have been incurred in the sum of \$2,550.97, inclusive of Court filing fees to commence proceeding.
11. The 1st Defendant has failed to honour its payment obligations and as at the

date of the commencement of this proceeding owes the following to the Plaintiff:

i. Principal	\$11,979.66
ii. Interest as at 11 September 2002	\$3,348.00
iii. Legal costs as of the date of the issue of this claim (inclusive of filing fees)	\$2,550.97

12. Despite demands for payment being made on the principal debtor, the 1st Defendant, the amount claimed remains due and payable.
13. As a result of the foregoing, the 1st, 2nd, 3rd, and 4th Defendants are each jointly and severally liable to the Plaintiff for the sums set out above and in the prayer for relief.

AND THE PLAINTIFF CLAIMS against each of the Defendants:

- A. Principal debt of \$11,979.00;
- B. Costs to the commencement of the proceeding of \$2,550.97 on a contractual basis as claimed at paragraph 6 d. and 10 of the Statement of Claim;
- C. Costs following the commencement of the proceeding on contractual basis as claimed at paragraph 6 d. and 10 of the Statement of Claim;
- D. Alternatively, costs on a standard or indemnity basis pursuant to the Court Cost Rules 2001;
- E. Interest of CI\$3,348.00 to 11 September 2002 calculated at the rate of 2% per month as pleaded at paragraph 6 d. and 9 of the Statement of Claim and thereafter until payment;
- F. Alternatively, interest at the rate as set pursuant to the Judicature Law (1995 Revision) and Judgment Debt (Rates of Interest) Rules as amended from time to time;
- G. Such further relief as this Honourable Court deems just.

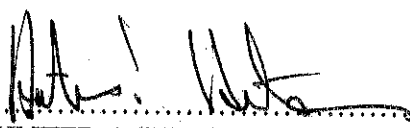
INDORSEMENT

The amount claimed in respect of the debt is CI\$11,979.66 as principal, CI\$2,550.97 legal costs and disbursements on contractual basis (to issuance of claim but not including costs of service) and CI\$3,348.00 as interest until the date of the issuance of the Writ of Summons for a total of CI\$17,878.63. Court filing fees of CI\$203.27 are in addition to this (CI\$150.00 plus ad valorem calculation of 53.27). If, within the time for returning the acknowledgement of service, the defendants or one of them pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INTEREST INDORSEMENT

Pursuant to Order 6(2)(e)

1. Prescribed rate of interest during the entire period of the claim is 2 percent per month.
2. The date from which interest accrues is from the date of each invoice rendered as set out in the attached Schedule of Interest Calculation.
3. The total interest claimed as of the date of the issuance of the date of Writ of Summons is CI\$3,348.
4. The amount of interest accruing each day following the issuance of the Writ is CI\$7.78.


.....
HUNTER & HUNTER

THIS WRIT was issued by Hunter & Hunter, Attorneys-at Law for the Plaintiff whose address for service is that of its said Attorneys, namely 75 Fort Street, The Huntlaw Building, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref.WAS/00044.005).

Schedule of Interest Calculation
RE: Foster Brothers Limited v. COAD Limited

Invoice	Total	Interest Rate	Start Date	Finish Date	# Days	Daily interest	Interest for this period
116272	\$269.47	24.00%	15-May-01	11-Sep-02	485	\$0.1772	\$85.94
116602	\$65.39	24.00%	15-May-01	11-Sep-02	485	\$0.0430	\$20.85
116623	\$63.07	24.00%	15-May-01	11-Sep-02	485	\$0.0415	\$20.11
116822	\$390.97	24.00%	15-May-01	11-Sep-02	485	\$0.2571	\$124.68
117287	\$225.97	24.00%	15-May-01	11-Sep-02	485	\$0.1486	\$72.06
117799	\$334.94	24.00%	15-May-01	11-Sep-02	485	\$0.2202	\$106.81
118361	\$841.48	24.00%	15-Jun-01	11-Sep-02	454	\$0.5533	\$251.20
118803	\$602.69	24.00%	15-Jun-01	11-Sep-02	454	\$0.3963	\$179.92
119537	\$116.65	24.00%	15-Jun-01	11-Sep-02	454	\$0.0767	\$34.82
119485	\$24.16	24.00%	15-Jun-01	11-Sep-02	454	\$0.0159	\$7.21
119428	\$452.86	24.00%	15-Jun-01	11-Sep-02	454	\$0.2978	\$135.19
119858	\$227.26	24.00%	15-Jun-01	11-Sep-02	454	\$0.1494	\$67.84
120103	\$67.03	24.00%	15-Jun-01	11-Sep-02	454	\$0.0441	\$20.01
120475	\$24.16	24.00%	15-Jun-01	11-Sep-02	454	\$0.0159	\$7.21
119858	\$313.43	24.00%	15-Jun-01	11-Sep-02	454	\$0.2061	\$93.57
120426	\$518.26	24.00%	15-Jun-01	11-Sep-02	454	\$0.3408	\$154.71
120841	\$126.14	24.00%	15-Jul-01	11-Sep-02	424	\$0.0829	\$35.17
120797	\$183.05	24.00%	15-Jul-01	11-Sep-02	424	\$0.1204	\$51.03
121063	\$355.94	24.00%	15-Jul-01	11-Sep-02	424	\$0.2340	\$99.23
121188	\$1,006.14	24.00%	15-Jul-01	11-Sep-02	424	\$0.6616	\$280.51
121217	\$53.34	24.00%	15-Jul-01	11-Sep-02	424	\$0.0351	\$14.87
121544	\$390.82	24.00%	15-Jul-01	11-Sep-02	424	\$0.2570	\$108.96
121796	\$41.99	24.00%	15-Jul-01	11-Sep-02	424	\$0.0276	\$11.71
122071	\$471.77	24.00%	15-Jul-01	11-Sep-02	424	\$0.3102	\$131.53
122237	\$97.34	24.00%	15-Jul-01	11-Sep-02	424	\$0.0640	\$27.14
122601	\$256.61	24.00%	15-Jul-01	11-Sep-02	424	\$0.1687	\$71.54
122543	\$86.02	24.00%	15-Jul-01	11-Sep-02	424	\$0.0566	\$23.98
122939	\$1,375.79	24.00%	15-Aug-01	11-Sep-02	393	\$0.9046	\$355.52
123068	\$239.43	24.00%	15-Aug-01	11-Sep-02	393	\$0.1574	\$61.87
123543	\$202.31	24.00%	15-Aug-01	11-Sep-02	393	\$0.1330	\$52.28
123949	\$89.78	24.00%	15-Aug-01	11-Sep-02	393	\$0.0590	\$23.20
124649	\$345.42	24.00%	15-Aug-01	11-Sep-02	393	\$0.2271	\$89.26
125185	\$635.61	24.00%	15-Sep-01	11-Sep-02	362	\$0.4179	\$151.29
125733	\$26.44	24.00%	15-Sep-01	11-Sep-02	362	\$0.0174	\$6.29
125733	\$258.33	24.00%	15-Sep-01	11-Sep-02	362	\$0.1699	\$61.49
126244	\$570.11	24.00%	15-Sep-01	11-Sep-02	362	\$0.3749	\$135.70
126816	\$192.57	24.00%	15-Sep-01	11-Sep-02	362	\$0.1266	\$45.84
126854	\$79.11	24.00%	15-Sep-01	11-Sep-02	362	\$0.0520	\$18.83
127238	\$764.34	24.00%	15-Sep-01	11-Sep-02	362	\$0.5026	\$181.93
payment	-\$451.78	24.00%	28-Sep-01	11-Sep-02	349	-\$0.2971	-\$103.67
payment	-\$500.00	24.00%	15-Oct-01	11-Sep-02	332	-\$0.3288	-\$109.15
127681	\$801.94	24.00%	15-Oct-01	11-Sep-02	332	\$0.5273	\$175.06
128246	\$277.84	24.00%	15-Oct-01	11-Sep-02	332	\$0.1827	\$60.65
gas	-\$500.00	24.00%	25-Oct-01	11-Sep-02	322	-\$0.3288	-\$105.86
gas	-\$538.01	24.00%	31-Oct-01	11-Sep-02	316	-\$0.3538	-\$111.79

Schedule of Interest Calculation
RE: Foster Brothers Limited v. COAD Limited

payment	-\$500.00	24.00%	08-Nov-01	11-Sep-02	308	-\$0.3288	-\$101.26
131387	\$457.45	24.00%	15-Nov-01	11-Sep-02	301	\$0.3008	\$90.54
gas	-\$392.98	24.00%	26-Nov-01	11-Sep-02	290	-\$0.2584	-\$74.94
131900	\$399.07	24.00%	15-Dec-01	11-Sep-02	271	\$0.2624	\$71.11
132384	\$147.76	24.00%	15-Dec-01	11-Sep-02	271	\$0.0972	\$26.33
133146	\$387.16	24.00%	15-Dec-01	11-Sep-02	271	\$0.2546	\$68.99
gas	-\$370.12	24.00%	31-Dec-01	11-Sep-02	255	-\$0.2434	-\$62.06
133510	\$802.36	24.00%	15-Jan-02	11-Sep-02	240	\$0.5276	\$126.62
133575	\$29.14	24.00%	15-Jan-02	11-Sep-02	240	\$0.0192	\$4.60
133610	\$49.37	24.00%	15-Jan-02	11-Sep-02	240	\$0.0325	\$7.79
134576	\$382.57	24.00%	15-Jan-02	11-Sep-02	240	\$0.2516	\$60.37
136041	\$78.56	24.00%	15-Jan-02	11-Sep-02	240	\$0.0517	\$12.40
134019	\$259.53	24.00%	15-Jan-02	11-Sep-02	240	\$0.1706	\$40.96
133131	\$135.23	24.00%	15-Jan-02	11-Sep-02	240	\$0.0889	\$21.34
gas	-\$257.80	24.00%	25-Jan-02	11-Sep-02	230	-\$0.1695	-\$38.99
gas	-\$390.16	24.00%	04-Feb-02	11-Sep-02	220	-\$0.2565	-\$56.44
gas	-\$109.84	24.00%	04-Feb-02	11-Sep-02	220	-\$0.0722	-\$15.89
gas	-\$14.95	24.00%	14-Feb-02	11-Sep-02	210	-\$0.0098	-\$2.06
135374	\$679.52	24.00%	15-Feb-02	11-Sep-02	209	\$0.4468	\$93.38
135823	\$250.19	24.00%	15-Feb-02	11-Sep-02	209	\$0.1645	\$34.38
2	\$566.65	24.00%	15-Feb-02	11-Sep-02	209	\$0.3726	\$77.87
gas	-\$390.11	24.00%	25-Feb-02	11-Sep-02	199	-\$0.2565	-\$51.05
138271	\$212.43	24.00%	15-Mar-02	11-Sep-02	181	\$0.1397	\$25.28
138388	\$487.28	24.00%	15-Mar-02	11-Sep-02	181	\$0.3204	\$57.99
gas	-\$853.81	24.00%	31-Mar-02	11-Sep-02	165	-\$0.5614	-\$92.63
gas	-\$515.72	24.00%	30-Apr-02	11-Sep-02	135	-\$0.3391	-\$45.78
gas	-\$1,045.30	24.00%	31-May-02	11-Sep-02	104	-\$0.6873	-\$71.48
bank chg	\$20.00	0.00%	19-Jul-02	11-Sep-02	55	\$0.0000	\$0.00

Total **\$11,979.66**

Total interest **\$3,348.00**

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgement 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. Box 495 GT, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 of "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 Acknowledgement, 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. 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.
3. Where the Defendant is sued 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*)".
4. 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.
5. 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.
6. Where the Defendant is a Limited Company the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

BETWEEN:

FOSTER BROTHERS LIMITED

PLAINTIFF

AND

1. COAD LIMITED
2. DYKE GREENE
3. CLAUDETTE GREENE
4. OVAINE MONTEITH

Defendants

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 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 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 (tick box)

Yes

Service of the Writ is acknowledged accordingly

(signature)

[Attorney] for Defendant

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

Hunter & Hunter
Attorneys-at-Law
The Huntlaw Building
75 Fort Street
P.O. Box 190 GT
Grand Cayman
Tel: 949-4900
Fax: 949-4901
(WAS/00044.005)

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.