

IN THE GRAND COURT OF THE CAYMAN ISLANDS

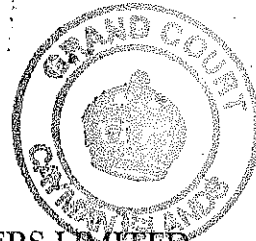
CAUSE NO: 713 OF 2002 ✓

BETWEEN:

BRITISH AMERICAN BANK LTD.

AND

JULIE RANGE trading as CLASSIC CLOTHIERS LIMITED

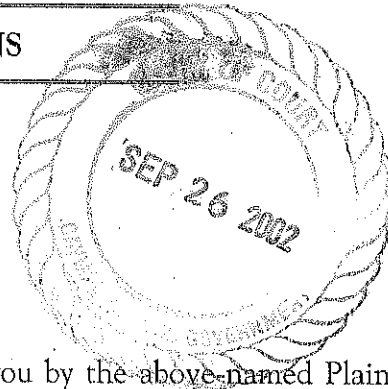


Plaintiff

Defendant

WRIT OF SUMMONS

TO: Julie Range T/A Classic Clothiers Limited
PO Box 184 Savannah
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, PO Box 495GT, 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 judgment may be entered against you forthwith without further notice.

Issued this 25 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 and was at all material times a Class A bank carrying on the business of retail banking in the Cayman Islands. Its Registered Office is P.O. Box 914 GT.
2. The Defendant is an individual residing in the Cayman Islands carrying on business as Classic Clothiers Limited with its registered office located at PO Box 184 Savannah, Grand Cayman. At all material times the Defendant was a customer of the Plaintiff.
3. The Plaintiff and Defendant entered into an Operation of Account Agreement (the "Agreement") dated 19 June 1998. The account established and operated pursuant to the Agreement was an overdraft account whereby the Defendant was permitted to draw funds in excess of her deposited funds to the limit as established by the Plaintiff as determined from time to time. The express or implied terms of the stated Agreement were as follows:
 - a) The Defendant would be permitted to draw funds or credit in excess of deposits such funds to be paid to the Plaintiff together with interest as may be demanded at the discretion of the Plaintiff;
 - b) Interest would accrue at the simple rate of 16 % per annum calculated on a daily basis;
 - c) The Defendant would indemnify the Plaintiff all costs and expenses incurred by the Plaintiff in respect of any liabilities which the Plaintiff may incur arising from the operation of the agreement.
 - d) The Defendant would pay to the Plaintiff the amount of the overdraft together with interest that may have accrued on such sum.
4. The account operated from on or about June of 1998. As a result of the Defendant becoming unwilling or unable to honour interest payment obligations under the Agreement, on September 5 2002 the Plaintiff issued a demand on the Defendant to have all indebtedness then owing paid to the Plaintiff within 10 days.
5. As of the date of the commencement of this proceeding (25 September 2002) the Defendant owed to the Plaintiff the sum of CI\$7,943.50 inclusive of interest and principal. Interest continues to accrue at the rate of CI\$3.44 per day from 26 September 2002.
6. Legal costs to the date of commencement of this proceeding, inclusive of preparation of the Writ of Summons and Statement of Claim is CI\$1,400.00.
7. Notwithstanding the demand for payment, the Defendant was either unable or unwilling to make payment to the Plaintiff. Accordingly, as of the date of the

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$7,943.50 as advanced and contractually due fees and costs of enforcement and CI\$1,400.00 for a total amount of CI\$9,343.50. The amount of the filing fees to commence the proceeding is CI\$150. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest, contractual 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.

INDORSEMENT REGARDING INTEREST (Order 6 (2)(e) of the Grand Court Rules)

- i. The contractual term upon which interest is claimed is as set out in paragraph 3(c), above.
- ii. The prescribed rate of interest during the entire relevant is 16 % per year.
- iii. The total interest claimed as at the date of the issue of the writ of summons is CI\$0.00.
- iv. The amount of interest accruing each day following the issue of the writ of summons is CI\$3.44

This Writ of Summons was issued by Hunter & Hunter, the attorneys-at-law for the Plaintiff, whose address for service is PO Box 190GT, George Town, Grand Cayman, Cayman Islands, British West Indies. (WAS/09430.001)

Acknowledgment of service of writ of summons (O.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 "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 Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, 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:

BRITISH AMERICAN BANK LTD.

Plaintiff

AND

JULIE RANGE trading as CLASSIC CLOTHIERS LIMITED

Defendant

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 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 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

(Signed).....

[Attorney] for
[Defendant in person]

Address for service:

Please complete overleaf

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 communication 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
75 Fort Street
P.O. Box 190
George Town
Grand Cayman

Ref: WAS/09430.001

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

[Empty box for defendant's attorney indorsement]