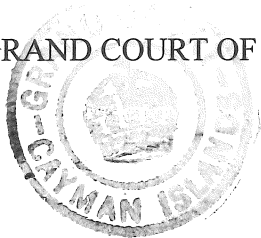


IN THE GRAND COURT OF THE CAYMAN ISLANDS



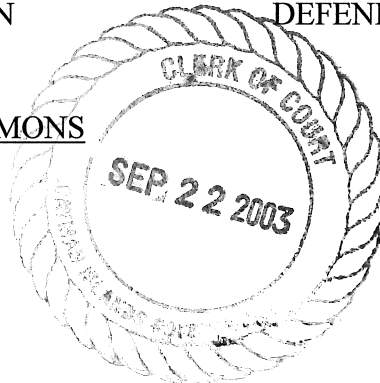
CAUSE NO. 611 OF 2003

BETWEEN: KEITH CLARKE PLAINTIFF

AND: BARBARA HODGSON DEFENDANT

WRIT OF SUMMONS

To: Barbara Hodgson
Villa No. 2
Silver Oaks Apartment
Crewe Road, George Town
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 Fourteen days (14) 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 495GT, 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 22nd day of September, 2003

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. By oral agreement made on or around 16th January 2002 between the Plaintiff and the Defendant at the premises of Clarke's Apartment, Courts Road, George Town, Grand Cayman and evidenced in writing by a promissory note dated 16th January, 2002 signed by the Defendant in the presence of a Notary Public, the Defendant agreed to borrow and the Plaintiff agreed to loan the sum of CI\$8,500.00 (Eight Thousand Five Hundred Cayman Islands Dollars) (hereinafter referred to as "the loan").
2. It was an express term of the agreement that the Defendant would pay back the full amount of the loan by the 31st day of March, 2002.
3. It was also an express term of the agreement that the Defendant would pay back the loan by delivering it to the Plaintiff at the premises of the Plaintiff's work place, at Lobster Pot, North Church Street, George Town, Grand Cayman.
4. In breach of the said express term of the agreement the Defendant failed to pay back any or all part of the loan at all.
5. In an effort to collect the loan, the Plaintiff's attorneys wrote to the Defendant on 11th June, 2003 to no avail. The full amount of the loan remains outstanding.
6. The Defendant's breach of the contract has caused the Plaintiff loss and damage.
7. Further, the Plaintiff claims interest pursuant to the Judicature Law (2002 Revision)

AND THE PLAINTIFF claims:

1. The principal sum of CI\$8,500.00 for breach of contract;
2. Pre and Post Judgment Interestpre- and post-judgment interest in accordance with the Judicature Law (2002 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
3. Costs in the amount of CI\$700.00.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$9,200.00 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff 's Attorneys.

Dated this 22nd day of September, 2003

KEITH COLLINS & COMPANY
Attorneys-at-Law for the Plaintiff

To: The Clerk of Clerk

And to: The Defendant

This Writ was issued by Keith Collins & Company, Attorneys-at-law for the Plaintiff herein whose address for service is that of his said Attorneys-at-law, 2nd Floor, Elizabethan Square, George Town, Grand Cayman - ref: mc

Acknowledgement of service of writ of summons (0.12, 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 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 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 Acknowledgment 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 611 OF 2003

BETWEEN: KEITH CLARKE PLAINTIFF
AND: BARBARA HODGSON 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 no
-

Service of the Writ is acknowledged accordingly

(Signed).....
Attorney for

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 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.

Keith Collins & Company
P.O. Box 2250GT
2nd Floor, Elizabethan Square
George Town, Grand Cayman
Cayman Islands, B.W.I.

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]