

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE N^o: 399 OF 2004

BETWEEN:

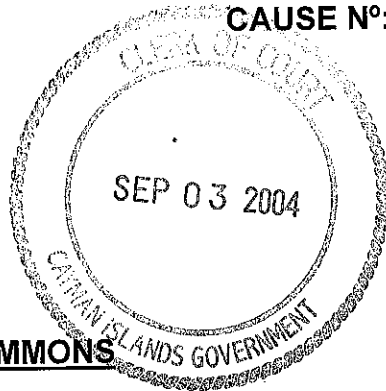
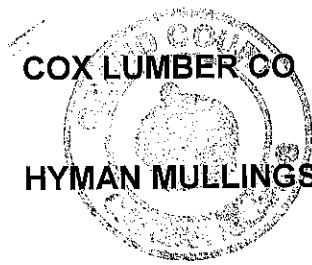
COX LUMBER CO

PLAINTIFF

AND:

HYMAN MULLINGS

DEFENDANT



WRIT OF SUMMONS

TO: Hyman Mullings of PO Box 1390GT, 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 overleaf.

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 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 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 2nd day of September 2004.

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.

THE PLAINTIFF'S claim against the Defendant is for:

- (1) Pursuant to a Promissory Note made between the Plaintiff and the Defendant on 30 November 2001 ("the Promissory Note"), the balance of the principal sum due of CI\$6,015.91.
- (2) Interest on (1) from 1 June 2002 to 2 September 2004 at the contractual rate of 18% per annum pursuant to the Promissory Note, in the sum of CI\$2,447.48.
- (3) Continuing interest on (1) from 2 September 2004 until judgment or sooner payment at the rate of 18% per annum at the daily rate of CI\$2.97.
- (4) In the alternative to (2) and (3) above, interest pursuant to Section 34 of the Judicature Law (2002 Revision) at such rates and on such sums and for such periods as to the Court shall seem just.
- (5) Further or other relief.
- (6) Fixed costs of CI\$250 plus prescribed Court fees of CI\$150.

INDORSEMENT REGARDING INTEREST PURSUANT TO GCR ORDER 6 RULE 2(e)

- (i) The relevant contractual term pursuant to which the Plaintiff and the Defendant agreed that the Defendant would pay interest at 18% per annum is set out in the Promissory Note as follows:

FOR VALUE RECEIVED AND FORBEARANCE TO SUE, the undersigned, Hyman Mullings, of PO Box 1390GT ("Maker") hereby promise to pay to the order of COX LUMBER CO PO BOX 244GT, EASTERN AVENUE, GEORGE TOWN, GRAND CAYMAN ("Payee") [the Plaintiff], the principal sum of CI\$7,556.33 plus interest at the rate of 18% per annum.

- (ii) The agreed rate of interest is 18% per annum.
- (iii) The date from which interest is payable is 1 June 2002.
- (iv) The total amount of interest claimed in these proceedings up to 2 September 2004 is CI\$2,447.48.

(v) The amount of interest accruing each day from 2 September 2004 is CI\$2.97.

If within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$8,863.48 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.

Truman Bodden & Co.

Truman Bodden & Company, Attorneys-at-law for the Plaintiff

THIS WRIT was issued by Truman Bodden & Company, Attorneys-at-Law, whose address for service is 5th Floor, Anderson Square Building, PO Box 866GT, George Town, Grand Cayman, British West Indies (reference PWJ), Attorneys for the Plaintiff, Cox Lumber Co of PO Box 244GT, Grand Cayman, Cayman Islands, BWI.