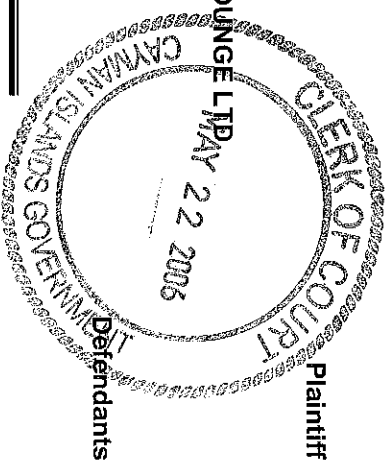


BETWEEN: CAYMAN IMPORTS LIMITED

Plaintiff

AND: (1) McCOY'S CHOPHOUSE & LOUNGE LTD
(2) LUKE MCCOY

Defendants



WRIT OF SUMMONS

TO: McCOY'S Chophouse & Lounge Ltd
Bodden Corporate Services Ltd
802 Grand Pavilion Commercial Centre
West Bay Road
Grand Cayman, Cayman Islands

AND TO: Luke McCoy
2 Sunset Retreat
Off Bobby Thompson Way
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 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: 22 May 2006.

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. The Plaintiff is engaged in the supply of wholesale food items and restaurant equipment in the Cayman Islands.
2. In or about May 2005, the First Defendant, commenced operating a Restaurant and Bar at Westshore Plaza, Unit 14, West Bay Road, known as "McCoy's".
3. The Second Defendant was at all material times a Director and part-owner of the First Defendant.
4. On 27 April 2005, and in anticipation of the opening of "McCoy's" Restaurant referred to in paragraph 3 above, the First Defendant entered into a Credit Agreement with the Plaintiff (the "**Credit Agreement**").
5. The purpose of the Credit Agreement was to enable the First Defendant to purchase wholesale food items and restaurant equipment from the Plaintiff on a credit basis.
6. By a Guarantee dated 27 April 2005 made in writing between the Plaintiff and the Second Defendant (the "**Guarantee**") and in consideration of the First Defendant entering into the Credit Agreement, the Second Defendant agreed to a Guarantee in the following terms:-

"GUARANTEE"

We, the undersigned Directors of McCoy's Chophouse ("**the Company**") hereby agree that we shall be jointly and severally liable for all monies now or at any time hereafter due to **Cayman Imports Ltd.** from the Company in respect of goods supplied to the Company, not withstanding [sic] and extension of credit or time for payment [sic] of other indulgence and this guarantee shall be a continuing guarantee notwithstanding any change in the Company.

We, the undersigned Directors, hereby guarantee that in the event of any proceedings, in the Bankruptcy against the Company, the Directors shall be personally liable in respect of payment of all goods supplied to the Company by **Cayman Imports**".

7. From in or about August 2005 to February 2006, the First Defendant's account, pursuant to the Credit Agreement, with the Plaintiff became seriously overdue.
8. In that respect, the Second Defendant, on behalf of the First Defendant, acknowledged that CI\$91,224.02 was due to the Plaintiff under the Credit Agreement by signing a Promissory Note, in favour of the Plaintiff, dated 22 December 2005.
9. As at 3 February 2006, the total principal due was CI\$121,901.45.
10. The First Defendant has failed to pay the sums due under both the Credit Agreement and the Promissory Note.

11. Accordingly, on 16 March 2006, the Plaintiff served the First Defendant with a Statutory Demand pursuant to Section 95a of the Companies Law (2004 Revision), for the sum of CI\$133,129.91 being the amount due at that date under the Credit Agreement.
12. By letter dated 4 April 2006, to Stuarts Walker Hersant, the Second Defendant acknowledged, on behalf of the First Defendant, that the debt of CI\$133,129.91 was due and owing to the Plaintiff.
13. By a letter dated 11 May 2006, the Plaintiff made demand on the Second Defendant under the terms of the Guarantee for the sum of CI\$137,956.53 being the total due as at 30 April 2006, including interest and bank and other administration charges.
14. The Second Defendant has failed to make payment of the sum demanded or any sum.
15. The Plaintiff is entitled to and claims payment of the sum of CI\$137,956.53 from the First Defendant under the Credit Agreement, alternatively from the Second Defendant under the terms of the Guarantee.
16. Further, the Plaintiff is also entitled to and claims contractual interest under the Credit Agreement, alternatively under the Guarantee, from 1 May 2006 on the sum of CI\$137,956.53 at the rate of two per cent (2%) per month calculated on a compound basis in accordance with the Credit Agreement.

AND the Claimant claims:

1. Against the First Defendant, the sum of CI\$137,956.53 under the Credit Agreement;
2. Against the Second Defendant, the sum of CI\$137,956.53 under the Guarantee;
3. Interest at the contractual rate, under paragraph 16 above;
4. Costs.

Dated: 22 MAY 2006



STUARTS WALKER HERSANT
Attorneys at Law for the Plaintiff

This WRIT OF SUMMONS was filed by Stuarts, Attorneys-at-Law for the Plaintiff whose address for service is Cayman Financial Centre, 36A, Dr. Roy's Drive, P.O. Box 2510 GT, Grand Cayman, Cayman Islands.