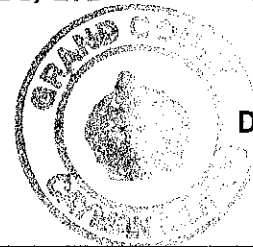
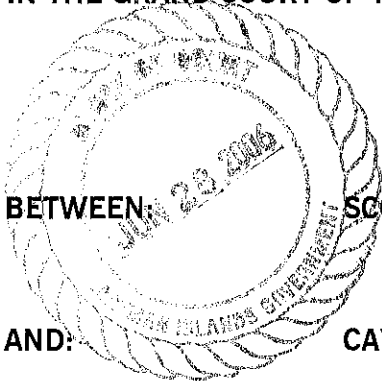


IN THE GRAND COURT OF THE CAYMAN ISLANDS

249
CAUSE NO OF 2006

BETWEEN: SCOTIABANK & TRUST (CAYMAN ISLANDS) LTD PLAINTIFF

AND: CAYMAN YACHT CLUB LTD DEFENDANT



WRIT OF SUMMONS

**TO: Cayman Yacht Club Ltd
PO Box 30985 SMB
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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, 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 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 28th day of June 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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a bank carrying on business at its branch at Scotia Centre, Cardinal Avenue, Grand Cayman, Cayman Islands.
2. The Defendant is a company incorporated in the Cayman Islands and carries on the business of a yacht club in Grand Cayman.
3. By an agreement made on or about 24 May 2002 the Plaintiff extended to the Defendant a credit facility of US\$250,000.00 (the "Credit Facility"). The sum extended to the Defendant under the Credit Facility was repayable on demand together with interest at a rate of 9.75% (being the Plaintiff's Base Lending Rate (at the time 7.75%) plus 2% per annum).
4. In pursuance of the said agreement, the Plaintiff advanced to the Defendant sums under the terms of the Credit Facility.
5. The Defendant has failed to repay the sums due to the Plaintiff under the Credit Facility and as at 12 December 2005 was duly indebted to the Plaintiff in the sum of CI\$252,114.15 with interest accumulating at a rate of CI\$71.68 thereon.
6. By a letter dated the 16 day of March 2006, the Plaintiff demanded that the Defendant pay the outstanding sum then owed under the Credit Facility, including interest thereon.

7. Notwithstanding the said demand, the Defendant has made no further payment towards the settlement of this debt.
8. By reason of the matters aforesaid the Plaintiff has incurred loss and expense.


AND THE PLAINTIFF CLAIMS: -

1. The sum of CI\$252,114.15.
2. Interest.
3. Costs.

STATEMENT REGARDING INTEREST:

- i. The rate of pre-judgment interest claimed is 9.75% per annum calculated on a daily basis.
- ii. The date from which interest is calculated is the 24 May 2002.
- iii. The interest accruing hereafter on the outstanding balance is 4½% per month pursuant to the Judicature Law (2002 Revision).

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$252,114.15 (excluding fixed costs of CI\$1,660.57, filing fees of CI\$150 and accrued interest) further proceedings will be stayed. The money must be paid to the Plaintiff.


CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

This Writ and Statement of Claim was filed by Charles Adams Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is PO Box 709, Zephyr House, 122 Mary Street, George Town, Grand Cayman, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO ²⁴⁹ OF 2006

BETWEEN:

PLAINTIFF

SCOTIABANK & TRUST (CAYMAN ISLANDS) LTD

AND:

CAYMAN YACHT CLUB LTD

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

Important. Read the accompanying direction 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.

State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

1. State whether the Defendant intends to contest the proceedings (tick appropriate box)

Yes No

2. 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
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 is suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie & Duckworth
PO Box 709
Mary Street, Zephyr House
George Town,
Grand Cayman

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]

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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.