

Fees Paid \$ 227.49.
Receipt No. 3879
Date 19/10/06

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2006

434

BETWEEN:

PETER KELLEHER

PLAINTIFF



AND:

HARRY'S CARIBBEAN BAR LTD



DEFENDANT

WRIT OF SUMMONS

TO: Harry's Caribbean Bar Ltd of and whose registered office is at Harry's Caribbean Bar, #3 Tropical Plaza, Smith Road, 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 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 495, George Town, Grand Cayman KY1-1106, 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 judgement may be entered against you forthwith without further notice.

ISSUED this 18th day of October 2006.

NOTE – This Writ may not be served later than 4 calendar 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

The Plaintiff's claim is for the sum of CI\$22,249.00 for money had and received by the Defendant to and for the use of the Plaintiff.

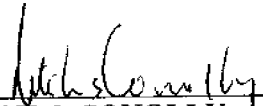
PARTICULARS

1. Particulars of the said claim exceed 3 folios and are served herewith.
2. Further, the Plaintiff is entitled to and hereby claims interest on the said sum of CI\$22,249.00 at the rate of 8% per annum in accordance with the provisions of the attached Memorandum of Understanding dated 3rd February 2003 and the attached acknowledgment dated 14th July 2004.
3. At the date hereof interest amounts to CI\$4,085.85 and continues to accrue at the daily rate of CI\$4.88 until Judgment or sooner payment.
4. In the alternative, the Plaintiff is entitled to and hereby claims interest on the said sum of CI\$22,249.00 pursuant to Section 34 of the Judicature Law (2004 Revision) or under the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court thinks fit.

AND THE PLAINTIFF CLAIMS:-

1. Payment of the sum of CI\$22,249.00.
2. Interest at the rate of 8% to total CI\$4,085.85 or interest pursuant to Section 34 of the Judicature Law (2004 Revision) or under the equitable jurisdiction of the Court on the amount due at such rate and for such period as the Court shall think fit.
3. Costs.

Dated the 18th day of October 2006


RITCH & CONOLLY
Attorneys at Law for the Plaintiff

If, within the time limited for returning the Acknowledgement of Service the Defendant pays the amount claimed of CI\$22,249.00 and interest of CI\$4,085.85 and fixed costs of CI\$822.49 to the Plaintiff or its attorneys further proceedings will be stayed.

TO: The Clerk of the Court

AND TO: The Defendant of Harry's Caribbean Bar, #3 Tropical Plaza, Smith
Road, Grand Cayman, Cayman Islands

This WRIT OF SUMMONS was issued by Ritch & Conolly, Attorneys at Law, for and on behalf of the Plaintiff herein whose address for service is PO Box 1994, Fourth Floor, Queensgate House, 113 South Church Street, George Town, Grand Cayman KY1-1104.

MEMORANDUM OF UNDERSTANDING FOR:
- HARRY'S CARIBBEAN BAR LTD -

This Agreement is made this 3 day of February 2003

BETWEEN 1) **HARRY CUPID** of
PO Box 30947 SMB
Grand Cayman, Cayman Islands BWI
("HC")

2) **DAVE MARTIN** OF
Northward,
Grand Cayman BWI
("DM")

3) **PETER KELLEHER** OF
Cook Quay
Governors Harbour BWI
("PK")

WHEREAS

Harry Cupid has acquired the right to the lease of "Tropical Diner" a restaurant and bar on Block 14D Parcel 62, Smith Road, Georgetown. The lease is for an initial period of 5 years commencing 01 January 2003. It is hereby confirmed that Harry Cupid assigns in full the rights to the lease to the company "Harry's Caribbean Bar Ltd", with no conditions. This being the original intention of the lease, but at the time of signing "Harry's Caribbean Bar Ltd" had not been fully incorporated.

SALARY LIMIT

It is agreed and understood by all parties that for the life of the company salaries will be capped for any shareholder/director or company secretary at \$600 per week; contingent on the company generating sufficient profits to make such payment.

MANAGEMENT ACCOUNTS/DIVIDEND DISTRIBUTIONS

It is confirmed that Quarterly Management Accounts will be made available to all shareholders 15 days after the end of each Quarter (ie April 15, July 15 , October 15, January 15) at which stage dividend distributions will be made in proportion to percentage shareholding

LOANS TO THE COMPANY

It is confirmed by the Investors that the following loans will be made to enable the renovation , working capital and equipment acquisition for company.

Dave Martins	\$25,000
Harry Cupid	\$ 5,000
Peter Kelleher	\$15,000

It is confirmed that Investor Loans to the company will be repaid within 2 Years , interest of 8% being applied on balance outstanding per annum. **Loans will be repaid as a priority before any dividend distributions.**

The above items are to be considered addendums to the Companies Books of Incorporation rules of operation and it is understood that all parties came together to set this company and make investment under these rules

Witness this Agreement signed on behalf of the parties hereto to the day and year first above written

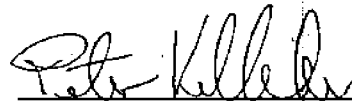
Signed by Dave Martin



Signed By Harry Cupid



Signed By Peter Kelleher





HARRYS CARIBBEAN BAR & GRILL

PO BOX 30947, TROPICAL PLAZA, SMITH ROAD, CAYMAN ISLANDS, BRITISH WEST INDIES
Telephone (345) 945 2025 Fax (345) 945 2022

14 July 2004

To : MR. PETER KELLEHER

From : MR. ANTHONY CUPID

Re : OUTSTANDING BALANCE

This is to acknowledge that HARRY'S CARIBBEAN BAR owes you the amount of CI DOLLAR: TWENTY TWO THOUSAND TWO HUNDRED FORTY NINE ONLY. This cover the period from June 2003 to present.



ANTHONY CUPID
Director

IN THE GRAND COURT OF THE CAYMAN ISLANDS

434
CAUSE NO. OF 2006

BETWEEN:

PETER KELLEHER

PLAINTIFF

AND:

HARRY'S CARIBBEAN BAR LTD

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.

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

Ritch & Conolly
PO Box 1994
Queensgate House
113 South Church Street
Grand Cayman KY1-1104

RHJ/10214/Kelleher (HCB Ltd)

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

**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 495, Grand Cayman KY1-1106.

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 endorsed 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.