

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 163 OF 2007

BETWEEN:

SCOTT REGAN

Plaintiff

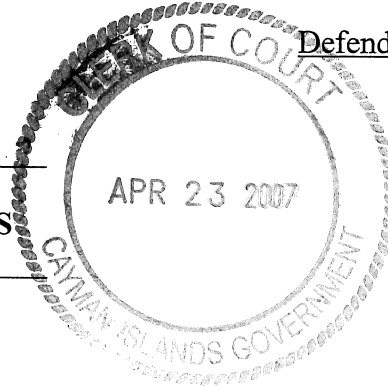
-AND-

ROHELIO WRIGHT

Defendant



WRIT OF SUMMONS



TO: Rohelio Wright
P.O. Box 2882
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 (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, PO Box 495 GT, Grand Cayman, Cayman Islands, 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 23rd day of April, 2007

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 issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Services are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is an individual whose address is 7963 Cheshire Lane, Maple Grove, Minnesota, United States of America.
2. The Defendant is an individual whose address is P.O. Box 2882, George Town, Grand Cayman, Cayman Islands, B.W.I.
3. On or about the 29th of June 2000 the Plaintiff agreed to lend to the Defendant the sum of US\$ 35,000 which the Defendant agreed to repay on demand of the Plaintiff (the "Agreement"). The Agreement was recorded in a written document which contained the following relevant express terms:
 - 3.1 Interest on the loan would be at the rate of the prime rate of the Cayman Islands plus four percent, calculated monthly;
 - 3.2 Security for the loan was the Defendant's interest in the property known as Block 14D, parcel 306 (the "Property");
 - 3.3 The Defendant undertook not to sell his share of the Property prior to repaying the loan and any interest due;
 - 3.4 The loan was repayable on demand of the Plaintiff or his agents, at any time, without prior notice.
4. Pursuant to the Agreement the Plaintiff lent the Defendant US\$ 35,000.
5. On or about November 2006 the Property was sold and in breach of the Agreement the Defendant failed to repay the loan and interest.
6. Despite the demands of the Plaintiff, the Defendant has refused or otherwise failed to repay the loan and interest.
7. On or about the 8th of March 2007 the Plaintiff's attorneys sent a formal demand to the Defendant despite which the Defendant has still refused or otherwise failed to repay the loan and interest.
8. The Defendant has failed to repay any of the amounts outstanding and accordingly the principle sum of US\$ 35,000 remains due and owing.

9. Pursuant to the Agreement interest was to be calculated on the principle sum on a monthly basis at the Cayman Islands prime rate plus four percent. As of the 23rd of April 2007 the total interest due is US\$ 23,852.02. The total debt as of the 23rd of April 2007 is US\$ 58,852.02. That amount is presently increasing at a daily rate of US\$ 11.75. Further particulars with respect to the interest and debt are contained in Schedule 1 attached hereto.

AND THE PLAINTIFF CLAIMS:

1. The principal sum of US\$ 35,000;
2. Pre and Post Judgment interest pursuant to, and at the rates specified in, the Agreement. The interest as of the 23rd of April 2007 amounts to US\$ 23,852.02 and increasing at the present daily rate of US\$ 11.75.
3. Costs

Dated this ^{23rd} day of April 2007.

BROADHURST BARRISTERS
Broadhurst Barristers
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Broadhurst Barristers, Attorneys for the Plaintiff, whose address for service is 40 Linwood St, P.O. Box 2503 GT, Grand Cayman, Cayman Islands, British West Indies.

INDORSEMENT

The amount claimed in respect of the debt or demand is US\$ 35,000 as principal and US\$ \$ 23,852.02 as interest until the issue of the Writ of Summons for a total amount of US\$ 58,852.02 The interest on the debt is increasing at a daily rate of US\$ 11.75. The amount of the fixed costs is CI\$ 500.00 and the costs of issuing the Writ of Summons is CI\$ 200.00 plus the ad valorem fee of US\$ 250.00 If within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing and serving the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its Attorneys-at-law.

STATEMENT REGARDING INTEREST

Please refer to Schedule 1 attached hereto.

SCHEDULE 1

Date	Prime Rate	Interest Rate	Interest	Total interest	Total Debt
Jul-00	9.50%	13.50%	\$388.36	\$388.36	\$35,388.36
Aug-00	9.50%	13.50%	\$388.36	\$776.71	\$35,776.71
Sep-00	9.50%	13.50%	\$388.36	\$1,165.07	\$36,165.07
Oct-00	9.50%	13.50%	\$388.36	\$1,553.42	\$36,553.42
Nov-00	9.50%	13.50%	\$388.36	\$1,941.78	\$36,941.78
Dec-00	9.50%	13.50%	\$388.36	\$2,330.14	\$37,330.14
Jan-01	9.00%	13.00%	\$373.97	\$2,704.11	\$37,704.11
Feb-01	8.50%	12.50%	\$359.59	\$3,063.70	\$38,063.70
Mar-01	8.50%	12.50%	\$359.59	\$3,423.29	\$38,423.29
Apr-01	8.00%	12.00%	\$345.21	\$3,768.49	\$38,768.49
May-01	7.50%	11.50%	\$330.82	\$4,099.32	\$39,099.32
Jun-01	7.00%	11.00%	\$316.44	\$4,415.75	\$39,415.75
Jul-01	6.75%	10.75%	\$309.25	\$4,725.00	\$39,725.00
Aug-01	6.75%	10.75%	\$309.25	\$5,034.25	\$40,034.25
Sep-01	6.50%	10.50%	\$302.05	\$5,336.30	\$40,336.30
Oct-01	6.00%	10.00%	\$287.67	\$5,623.97	\$40,623.97
Nov-01	5.50%	9.50%	\$273.29	\$5,897.26	\$40,897.26
Dec-01	5.00%	9.00%	\$258.90	\$6,156.16	\$41,156.16
Jan-02	4.75%	8.75%	\$251.71	\$6,407.88	\$41,407.88
Feb-02	4.75%	8.75%	\$251.71	\$6,659.59	\$41,659.59
Mar-02	4.75%	8.75%	\$251.71	\$6,911.30	\$41,911.30
Apr-02	4.75%	8.75%	\$251.71	\$7,163.01	\$42,163.01
May-02	4.75%	8.75%	\$251.71	\$7,414.73	\$42,414.73
Jun-02	4.75%	8.75%	\$251.71	\$7,666.44	\$42,666.44
Jul-02	4.75%	8.75%	\$251.71	\$7,918.15	\$42,918.15
Aug-02	4.75%	8.75%	\$251.71	\$8,169.86	\$43,169.86
Sep-02	4.75%	8.75%	\$251.71	\$8,421.58	\$43,421.58
Oct-02	4.75%	8.75%	\$251.71	\$8,673.29	\$43,673.29
Nov-02	4.75%	8.75%	\$251.71	\$8,925.00	\$43,925.00
Dec-02	4.25%	8.25%	\$237.33	\$9,162.33	\$44,162.33
Jan-03	4.25%	8.25%	\$237.33	\$9,399.66	\$44,399.66
Feb-03	4.25%	8.25%	\$237.33	\$9,636.99	\$44,636.99
Mar-03	4.25%	8.25%	\$237.33	\$9,874.32	\$44,874.32
Apr-03	4.25%	8.25%	\$237.33	\$10,111.64	\$45,111.64
May-03	4.25%	8.25%	\$237.33	\$10,348.97	\$45,348.97
Jun-03	4.25%	8.25%	\$237.33	\$10,586.30	\$45,586.30
Jul-03	4.25%	8.25%	\$237.33	\$10,823.63	\$45,823.63
Aug-03	4.25%	8.25%	\$237.33	\$11,060.96	\$46,060.96
Sep-03	4.25%	8.25%	\$237.33	\$11,298.29	\$46,298.29
Oct-03	4.25%	8.25%	\$237.33	\$11,535.62	\$46,535.62
Nov-03	4.25%	8.25%	\$237.33	\$11,772.95	\$46,772.95
Dec-03	4.25%	8.25%	\$237.33	\$12,010.27	\$47,010.27
Jan-04	4.25%	8.25%	\$237.33	\$12,247.60	\$47,247.60
Feb-04	4.25%	8.25%	\$237.33	\$12,484.93	\$47,484.93

Mar-04	4.25%	8.25%	\$237.33	\$12,722.26	\$47,722.26
Apr-04	4.25%	8.25%	\$237.33	\$12,959.59	\$47,959.59
May-04	4.25%	8.25%	\$237.33	\$13,196.92	\$48,196.92
Jun-04	4.25%	8.25%	\$237.33	\$13,434.25	\$48,434.25
Jul-04	4.25%	8.25%	\$237.33	\$13,671.58	\$48,671.58
Aug-04	4.25%	8.25%	\$237.33	\$13,908.90	\$48,908.90
Sep-04	4.50%	8.50%	\$244.52	\$14,153.42	\$49,153.42
Oct-04	4.75%	8.75%	\$251.71	\$14,405.14	\$49,405.14
Nov-04	4.75%	8.75%	\$251.71	\$14,656.85	\$49,656.85
Dec-04	5.00%	9.00%	\$258.90	\$14,915.75	\$49,915.75
Jan-05	5.25%	9.25%	\$266.10	\$15,181.85	\$50,181.85
Feb-05	5.25%	9.25%	\$266.10	\$15,447.95	\$50,447.95
Mar-05	5.50%	9.50%	\$273.29	\$15,721.23	\$50,721.23
Apr-05	5.75%	9.75%	\$280.48	\$16,001.71	\$51,001.71
May-05	5.75%	9.75%	\$280.48	\$16,282.19	\$51,282.19
Jun-05	6.00%	10.00%	\$287.67	\$16,569.86	\$51,569.86
Jul-05	6.25%	10.25%	\$294.86	\$16,864.73	\$51,864.73
Aug-05	6.25%	10.25%	\$294.86	\$17,159.59	\$52,159.59
Sep-05	6.50%	10.50%	\$302.05	\$17,461.64	\$52,461.64
Oct-05	6.75%	10.75%	\$309.25	\$17,770.89	\$52,770.89
Nov-05	7.00%	11.00%	\$316.44	\$18,087.33	\$53,087.33
Dec-05	7.00%	11.00%	\$316.44	\$18,403.77	\$53,403.77
Jan-06	7.25%	11.25%	\$323.63	\$18,727.40	\$53,727.40
Feb-06	7.50%	11.50%	\$330.82	\$19,058.22	\$54,058.22
Mar-06	7.50%	11.50%	\$330.82	\$19,389.04	\$54,389.04
Apr-06	7.75%	11.75%	\$338.01	\$19,727.05	\$54,727.05
May-06	7.75%	11.75%	\$338.01	\$20,065.07	\$55,065.07
Jun-06	8.00%	12.00%	\$345.21	\$20,410.27	\$55,410.27
Jul-06	8.25%	12.25%	\$352.40	\$20,762.67	\$55,762.67
Aug-06	8.25%	12.25%	\$352.40	\$21,115.07	\$56,115.07
Sep-06	8.25%	12.25%	\$352.40	\$21,467.47	\$56,467.47
Oct-06	8.25%	12.25%	\$352.40	\$21,819.86	\$56,819.86
Nov-06	8.25%	12.25%	\$352.40	\$22,172.26	\$57,172.26
Dec-06	8.25%	12.25%	\$352.40	\$22,524.66	\$57,524.66
Jan-07	8.25%	12.25%	\$352.40	\$22,877.05	\$57,877.05
Feb-07	8.25%	12.25%	\$352.40	\$23,229.45	\$58,229.45
Mar-07	8.25%	12.25%	\$352.40	\$23,581.85	\$58,581.85
Apr-07	8.25%	12.25%	\$270.17	\$23,852.02	\$58,852.02

Total Interest as at April 23 2007	\$23,852.02
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Total Debt as at April 23 2007	\$58,852.02
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per diem	\$11.75
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**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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. ¹⁶³ OF 2007

BETWEEN:

SCOTT REGAN

Plaintiff

-AND-

ROHELIO WRIGHT

Defendant

ACKNOWLEDGEMENT 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 []

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for service:

Please see 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 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.

BROADHURST BARRISTERS
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BRITISH WEST INDIES

Endorsement 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 endorsement]