

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ³⁷³ OF 2007

BETWEEN:

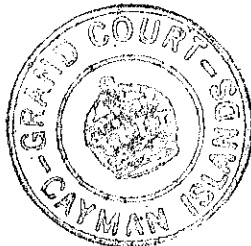
EDWARD BROWNE

PLAINTIFF

AND:

ANDREW CAMPBELL

DEFENDANT



WRIT OF SUMMONS

TO THE DEFENDANT:

Mr. Andrew Campbell
P.O. Box 10676APO
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 **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 495 G.T., 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 27th August 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 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 lives and is resident in Port Charlotte, Florida, United States of America
2. The Defendant resides in Grand Cayman, Cayman Islands.
3. The Plaintiff made a loan of CI\$21,000.00 (the "Principal") to the Defendant on or around the 13th June 2006 on the terms contained in a promissory note, a copy of which is attached (the "Promissory Note").
4. The Promissory Note was duly executed by the Defendant on the 13th June 2006.
5. It was a condition of the Promissory Note that interest would accrue at a rate of 13% on the Principal.
6. It was a condition of the Promissory Note that 48 consecutive payments, that would encompass contributions to the Principal and interest on the same, in the amount of CI\$563.38 (the "Payments").
7. It was a condition of the Promissory Note that the Payments would be made by the Defendant to the Plaintiff, such Payments to commence on 1st June 2007.
8. The Defendant has failed to pay any Payments to date leaving an outstanding balance, inclusive of interest, of CI\$25,733.71 as of the 24th August 2007, particulars of which are set out below;

Payments Summary / Calculations As of 24th August 2007

Date	Payment due but unpaid	Amount	Running Balance	Days of Interest Earned	Interest Earned @ 13% P/A
13/06/2006	N/A	21,000.00	21,000.00	0	\$ 0
01/06/2007	563.38	21,000.00	23,640.25	353	\$ 2,640.25
01/07/2007	563.38	21,000.00	23,864.63	383	\$ 2,864.63
01/08/2007	563.38	21,000.00	24,096.49	414	\$ 3,096.49

Additional 23 days interest (01/08/07 to 24/08/2007) @ CI\$8.45 *per diem* = CI\$194.34

TOTAL DUE as of the 24th August 2007 **CI\$ 24,290.84**

9. The Plaintiff claims the Principal and accruing interest on the same at a rate of 13% per annum, pursuant to the conditions of the Promissory Note.

STATEMENT REGARDING INTEREST:

10. It is a condition of the Promissory Note that the Defendant shall pay interest on the Principal at a rate of 13% *per anum*;

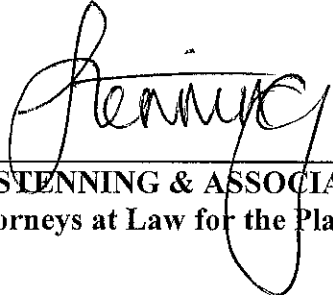
11. It is a condition of the Promissory Note that interest is payable from the 13th June 2006;
12. The total amount of interest claimed up until the 24th August 2007 is CI\$3,096.49; and
12. Interest accrues at CI\$8.45 *per diem*.

WHEREFORE the Plaintiff claims:

13. Judgment for the principal Sum of CI\$21,000.00.
14. Interest to the date hereof of CI\$3,096.49.
15. Pre and post-judgment interest at the daily rate of CI\$8.45 *per diem* from the date hereof until payment.
16. Costs
17. Such further and/or other relief.

DATED 24th August 2007

FILED 27th August 2007


STENNING & ASSOCIATES
Attorneys at Law for the Plaintiff

PROMISSORY NOTE

CI\$21,000.00

June 13, 2006

FOR VALUE RECEIVED, the undersigned, Andrew Campbell, of P.O. BOX 10676 APO, Georgetown, Grand Cayman promises to pay to the order of Edward Browne, at 231 Albert Lane, Port Charlotte, FL. 33954. U.S.A. or such other place as the holder may designate in writing to the undersigned, the principal sum of Twenty One Thousand Caymanian Dollars (CI\$21,000.00), together with interest thereon from date hereof until paid, at the rate of thirteen percent (13%) per annum as follows: Forty eight (48) consecutive installments of principal and interest in the amount of Five hundred and sixty three Caymanian dollars and thirty eight cents (CI\$563.38) on the first day of each month commencing June 1, 2007. The entire principal amount shall be repaid on May 31, 2011.

Payments shall be applied first to accrued interest and the balance to principal.

All or any part of the aforesaid principal sum may be prepaid at any time and from time to time without penalty. Notwithstanding the foregoing, no such prepayment may be made prior to N/A.

Purpose of the above-mentioned loan:

To purchase one 2006 Honda Civic, VIN #: JHMFA16506S200523

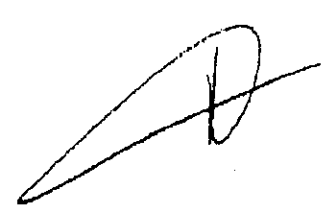
Collateral for the above-mentioned loan:

2006 Honda Civic, VIN #: JHMFA16506S200523

In the event of any default by the undersigned in the payment of principal or interest when due or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, the unpaid balance of the principal sum of this promissory note shall at the option of the holder become immediately due and payable and the amount then due shall accrue interest until payment at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

The maker and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

In case suit or action is instituted to collect this note, or any portion hereof, the maker promises to pay such additional sum, as the court may adjudge reasonable, attorneys' fees in said proceedings.



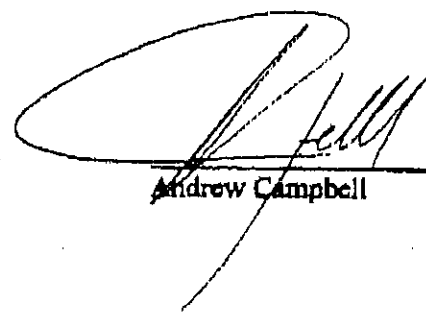
JUN-27-2007 10:24A FROM: EDWARD BROWNE
JUN-20-2006 08:10 PM VILITY
JUN-13-2006 05:27P FROM: EDWARD BROWNE

941-766-0968
941-766-0968

TO: 13459450440
466208
TO: 13459466208

P.3
P.3

This note is made and executed under, and is in all respects governed by, the laws of the State of Grand Cayman B.W.I.



Andrew Campbell

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ³⁷³ OF 2007

BETWEEN: EDWARD BROWNE PLAINTIFF

AND: ANDREW CAMPBELL 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.

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

3. State whether the Defendant intends to contest the proceedings (tick appropriate box) [] yes [] no

4. 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

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.

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

STENNING & ASSOCIATES

Attorneys-at-Law

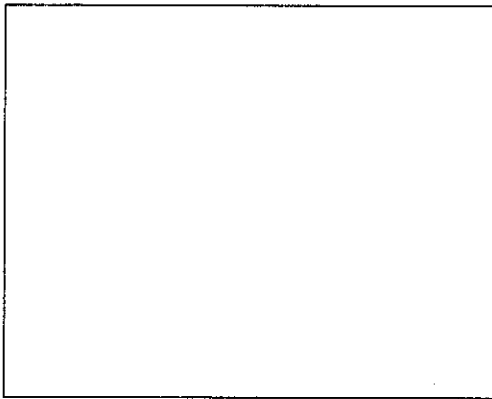
58, Mary Street

Unit # 8 Thompson Building

George Town

Grand Cayman

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, George Town, Grand Cayman

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 indorsed 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 installments or otherwise.

See over for notes for guidance

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 his 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.