

IN THE GRAND COURT OF THE CAYMAN ISLANDS

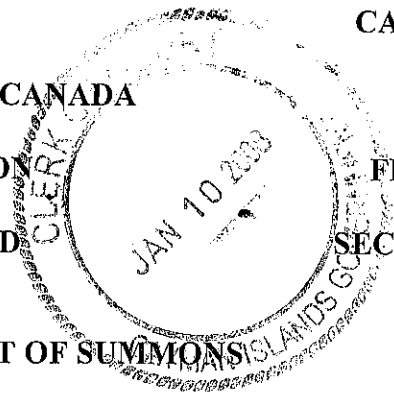
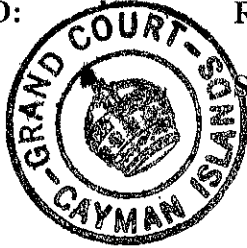
0012

CAUSE NO of 2008

BETWEEN: ROYAL BANK OF CANADA PLAINTIFF

AND: ROBERT CAMERON FIRST DEFENDANT

SUMMERHILL LTD SECOND DEFENDANT



WRIT OF SUMMONS

TO THE DEFENDANTS:

Mr. Robert Cameron c/o Summerhill Ltd P. O. Box 31451 SMB Grand Cayman Cayman Islands	Summerhill Ltd P. O. Box 31451 SMB Grand Cayman Cayman Islands
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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 this 8th day of January 2008.

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 a Cayman Island Class "A" Licensed bank ("the Bank"), duly authorized under the laws of the Cayman Islands to, *inter alia*, offer retail facilities to its customers. The First and Second Defendants were and are at all material times resident and located in the Cayman Islands and customers of the Bank.
2. The First Defendant was the principle contact, officer and agent of the Second Defendant.
3. The Second Defendant had a current account with the Bank (Account No. 113-367-7), which as at 31 August 2007, was overdrawn by CI\$10,500.00.
4. On 6 December 2006, the First Defendant signed a Guarantee and Postponement of Claim Form ("the Personal Guarantee"), where the First Defendant guaranteed payment, on demand, to the Bank for all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Second Defendant, of the sum of CI\$10,000.00, together with interest thereon from the date of demand of payment at a rate equal to the Bank's prime interest rate per annum in effect from time to time, plus 5% per annum, before and after judgment.
5. By its attorney's letter, dated 31 August 2007, the Bank demanded payment of the outstanding sum from both the First and Second Defendant of CI\$10,500.00 immediately.
6. Despite demand, the First and Second Defendant have failed, refused and/or neglected to pay the amount due to the Bank in respect of the overdraft on the Second Defendant's account. As at 3 January 2008, the debt outstanding under the Personal Guarantee amounts to CI\$10,651.27.
7. In addition, the First Defendant had his own account with the Bank (account no. 502-276-7), which as at 26 September 2007, was overdrawn by CI\$9,960.00. By its attorney's letter dated

22 October 2007, the Bank demanded payment of this sum. Despite demand, the First Defendant has failed and/or refused to repay the outstanding sum to the Bank.

8. The Bank is therefore entitled to and claims interest on both the First and Second Defendants' overdrawn accounts.

STATEMENT REGARDING INTEREST

8.1. First Defendant's interest calculations:

- (i) Interest calculated on the account at 18% per annum.
- (ii) As at 3 December 2007, total interest accrued amounts to CI\$878.00.
- (iii) Interest continues to accrue at the daily rate of CI\$4.91 until payment.
- (iv) Late charges of CI\$150.00

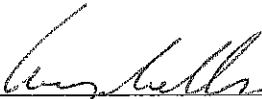
8.2. Second Defendant's interest calculations:

- (i) It was a term of the Guarantee and Postponement of Claim Form executed in relation to the account of the Second Defendant, that the First Defendant would repay to the Bank the principal sum with interest thereon calculated at a rate of 5% above the Bank's prime interest rate both before and after Judgment. The interest rate is 18% per annum.
- (ii) Interest is payable from 6 December 2006.
- (iii) The total amount of interest claimed to 3 December 2007 totals CI\$1,160.00 with late charges of CI\$150.00.
- (iv) Interest is accruing at the daily rate of CI\$5.23.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$20,611.27;
2. Interest to 3 December 2007 on both the First and Second Defendant's outstanding debts totaling CI\$2,038.00, accruing thereafter at the daily rate of CI\$10.14 until payment;
3. Late charges of CI\$300.00;
4. Costs; and
5. Such further and/or other relief as this Honourable Court deems appropriate.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of CI\$20,611.27, plus interest, late fees and costs further proceedings will be stayed. The funds must be paid to the Plaintiff, or its attorney.



CAMPBELLS

Attorneys-at-Law for the Plaintiff

BETWEEN ROYAL BANK OF CANADA PLAINTIFF
 AND ROBERT CAMERON FIRST DEFENDANT
 AND SUMMERHILL LTD SECOND 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 name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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:

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 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 office.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any in the box below:

Campbells & Co.
Attorneys-at-Law
P.O. Box 884 GT
Fourth Floor
Scotia Centre
George Town, Grand Cayman
Ref: JRM/BJH/14703

Indorsement 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.