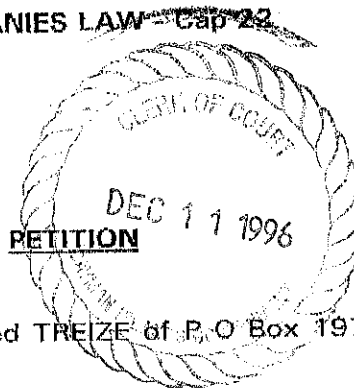


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO: 695 OF 1996

IN THE MATTER OF: TREIZE

AND: THE COMPANIES LAW - Cap 22



The humble Petition of the above-named TREIZE of P.O Box 1979, George Town, Grand Cayman, sheweth as follows:-

1. Your Petitioner the above-named Company (hereinafter called "the Company") was incorporated on the 9th day of March 1988 under the Companies Law Cap. 22 as a Company limited by shares.
2. The registered office of the Company is situated at P O Box 1979, George Town, Grand Cayman.
3. The objects for which the Company was formed were to carry on the business of investment shares, securities and bonds.
4. The capital of the Company is Nine Hundred Thousand U.S Dollars (US\$ 900,000.00), divided into 900,000 shares of one US dollar (US\$1.00) each.
5. Your Petitioner, the said Priscilla Means, is of the said Company.
6. Shortly after its incorporation, the Company commenced to carry on business.
7. In the years 1988 through 1996, the Company, through the negligence of its officers, omitted to prepare and forward to the Registrar of Companies, the Annual Returns in accordance with the provisions of Section 40 of the above-mentioned Law.
8. On or about the 29th day of September 1996, the Registrar of Companies, pursuant to Section 172 of the said Law, struck the name of the Company off the Register of Companies kept by him in accordance with the said Law and notice thereof was published by him in the Gazette on the 29th day of September 1996. It is alleged by the Registrar of Companies and your Petitioners have no reason to doubt that before striking off the Company's name as aforesaid, he duly sent the notices and otherwise complied with the provision of the said Section, but through the negligence of the Company's Secretary, the several letters and notices sent to the Company in accordance with the provisions of the sub-sections of the said Section were not communicated to the Directors or Members of the Company, nor did the said notice published in the Gazette come to the knowledge of the Directors of the Company until

some months after the Company had been struck off the Register.

9. Neither your Petitioner, the said Priscilla Means, nor any other Director or Member of the Company, nor the Company was at any time aware that any proceedings were being taken with a view to striking the Company's name off the Register, nor were any such persons as aforesaid aware that such proceedings had been taken until the Registrar of Companies informed your Petitioner the said.
10. The Company was at the time of the name being struck off the Register, carrying on business, and it is just and equitable that the name of the Company should be restored to such Register. There is now shown to me and marked as Exhibits "PM1", "PM2" and "PM3" respectively, a copy of the Company's Certification of Incorporation and Articles and Memorandum of Association.

Your Petitioners therefore humbly pray as follows:-

- (1) That the name of TREIZE may be restored to the Register of Companies.
- (2) Or that such other Order may be made in the premises as to the Court shall seem meet.

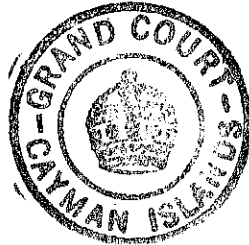
AND your Petitioners will ever pray that this Honorable Court grant the relief sought herein.

NOTE: It is intended to service this Petition on the Registrar of Companies.

*Priscilla Means*  
\_\_\_\_\_  
PETITIONER

DATED this *2nd* day of *December* 1996

TO: The Registrar of Companies



IN THE GRAND COURT OF THE CAYMAN ISLANDS

HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO: 694 OF 1996

BETWEEN: ARNOLD BERRY

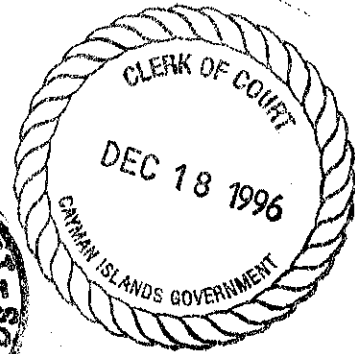
PLAINTIFF

AND: BREWSTER McCOY

DEFENDANT

SPECIALLY ENDORSED  
WRIT OF SUMMONS

To  
Brewster McCoy  
P O Box 1621GT  
Ocean Club  
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 945G, 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 18<sup>th</sup> day of Dec. 1996

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service 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

On or about 30th November 1993, the Defendant entered into a loan agreement with The Royal Bank of Canada, George Town, Grand Cayman for the sum of CI\$5,500.00.

The Defendant was not able to complete the loan agreement with The Royal Bank of Canada unless a guarantor sign on behalf of the Defendant guaranteeing the said loan.

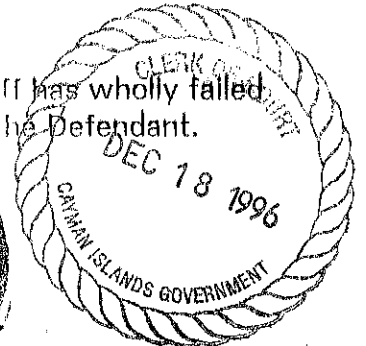
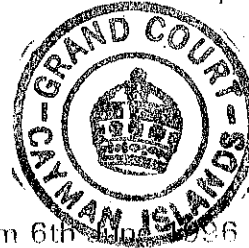
On or about 30th November 1993, the Plaintiff signed the said guarantee with the Royal Bank of Canada for the Defendant on the agreement with the Defendant that the Defendant would pay the said loan to The Royal Bank of Canada.

The Defendant failed to pay The Royal Bank of Canada the said sum of CI\$5,500.00 as he promised to do, therefore The Royal Bank of Canada in the guarantee signed by the Plaintiff resulting in the Plaintiff having to pay The Royal Bank of Canada of the said sum of CI\$5,500.00 plus interest.

By reasons of the matter aforesaid the Defendant's promise to the Plaintiff has wholly failed and that there is now the sum of CI\$5,500.00 owed to the Plaintiff by the Defendant.

AND THE PLAINTIFF claims:

1. The sum of CI\$5,500.00.
2. Interest at a rate of 16% per annum from 6th April 1996 to Judgement.
3. Costs and Attorneys Fees.



If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiffs or his Attorney].

  
A STEVE McFIELD & ASSOCIATES  
Attorneys-at-Law for the Plaintiff