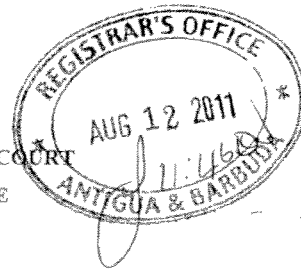


THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE
ANTIGUA AND BARBUDA



Claim No. ANUHCV 2011/0478

BETWEEN:

STANFORD INTERNATIONAL BANK LIMITED (IN LIQUIDATION)
(Acting by and through its Joint Liquidators, Marcus A. Wide and Hugh Dickson)

Claimant

and



- (1) ROBERT ALLEN STANFORD
- (2) ANDREA STOELKER
- (3) STANFORD DEVELOPMENT COMPANY LIMITED
- (4) MAIDEN ISLAND HOLDINGS LIMITED
- (5) GILBERTS RESORT DEVELOPMENT HOLDINGS LIMITED
- (6) STANFORD HOTEL PROPERTIES LIMITED

Defendants

STATEMENT OF CLAIM

The Parties

1. The Claimant ("SIB") is an international bank, now in liquidation, incorporated in Antigua under the International Business Corporations Act 1982 (as amended) ("the 1982 Act") and formerly operating principally in Antigua. SIB was put into

liquidation under an Order of the High Court of Justice, Antigua & Barbuda in April 2009 and its current liquidators are Marcus A Wide and Hugh Dickson.

2. The First Defendant ("RAS") is the former Chairman of the Board of SIB, a director thereof, and is the ultimate sole beneficial owner thereof. At all material times he was the controlling mind of SIB.
3. The Second Defendant ("AS") is RAS' girlfriend and purports to act on his behalf under a power of attorney. AS was purportedly appointed director of the Third Defendant pursuant to a resolution apparently signed by RAS on 16th November 2009. However, the Claimant does not accept the validity of this appointment on the basis that AS is not a citizen of Antigua & Barbuda. As such, AS is not capable of being appointed as a director of any Antiguan domestic company which holds titles to lands in Antigua, absent a land-holder's license from the State. The Claimant does not believe that AS possesses the requisite license.
4. The Third to Sixth Defendants (together "the Corporate Defendants") are companies registered in Antigua. RAS is also the sole beneficial owner of each of the Corporate Defendants, was the sole director of each of them until at least 16th November 2009, and is and was at all material times the controlling mind of each of the Corporate Defendants.

Background

5. Under the direction and at the instigation of RAS, SIB operated a business model which was a "Ponzi scheme", a fraudulent investment operation that paid returns to investors not from any actual profit earned but from the sums invested by them or by later investors. The scheme operated by the sale of SIB Certificates of Deposit

("CDs") which promised rates of return that exceeded those available through true CDs offered by traditional banks. Potential investors were led to believe that sums deposited with SIB would be invested using a low-risk investment strategy concentrating on maximum liquidity, in a well-balanced, widely diversified global portfolio of marketable financial instruments and/or highly marketable securities.

6. On the strength of those representations, or representations of that type, SIB sold approximately US\$8 billion worth of CDs.
7. In fact, the sums deposited were not invested in the manner represented to depositors. Investments were divided into 3 tiers: Tier 1 - cash and cash equivalents, amounting to approximately 9% of SIB's portfolio; Tier 2 - investments with outside portfolio managers that were monitored by analysts, amounting to approximately 10% of the portfolio; and Tier 3 - assets under the control of RAS amounting to approximately 81% of SIB's investment portfolio.
8. It appears that Tier 3 comprised:
 - a. Assets placed in highly speculative investments, many of them illiquid, including heavily over-valued real estate; and/or
 - b. Assets diverted to other enterprises of RAS such as the Corporate Defendants; and/or
 - c. Assets diverted to and/or used for the personal benefit of RAS and his associates, including AS, and involving at least US\$ 1.6 billion in undocumented "loans" to RAS.

9. SIB is insolvent. There is a very significant, although not yet fully quantified, shortfall between SIB's assets and its liabilities to the holders of CDs and other creditors. Such shortfall may be in excess of US\$7 billion.

The claim against RAS

The duties of RAS

10. As a director of SIB, RAS owed statutory and common law fiduciary duties to SIB.
11. Under section 95 of the 1982 Act, RAS owed SIB fiduciary duties to:
- (a) act honestly and in good faith with a view to the best interests of SIB; and
 - (b) exercise the care, diligence and skill in the conduct of SIB's affairs that a reasonably prudent person would exercise in comparable circumstances.
12. Further, RAS owed common law fiduciary duties to SIB:
- (a) to use his powers as a director only for purposes which benefited SIB; and/or
 - (b) to act in the best interests of SIB; and/or
 - (c) to avoid any conflict between his personal interests and those of SIB; and/or
 - (d) to act honestly and fairly and with due regard for SIB's interests; and/or
 - (e) to act in good faith; and/or
 - (f) not to act for his own benefit, or the benefit of his immediate family, or the benefit of his associates or any other corporation in which he was interested in preference to the interests of SIB; and/or
 - (g) not to part with the assets of SIB other than for full valuable consideration; and/or
 - (h) to preserve the assets of SIB; and/or
 - (i) to account to SIB for the full value of its assets under the control of RAS; and/or

(j) to account to SIB for the full value of any profits made by him when in a position of conflict with the interests of SIB.

13. Further, RAS is, and was at all material times, a trustee of the assets of SIB which came into his hands and/or which were under his control.

Breach of duty and/or breach of trust by RAS

14. In breach of his fiduciary duties owed to SIB, RAS:

(a) Procured and/or allowed and/or directed that false entries be made into SIB's ledgers for the purpose of reporting false and/or unjustifiably inflated revenues and/or false and/or unjustifiably inflated investment portfolio balances and/or false and/or unjustifiably inflated asset values; and/or

(b) Procured and/or allowed and/or directed that such false entries be submitted to SIB's regulators; and/or

(c) Procured and/or allowed and/or directed that such false entries be represented to potential investors in SIB's CDs in order to encourage investment in CDs; and/or

(d) Procured and/or allowed and/or directed that false and/or unjustifiably inflated increases in assets be recorded in SIB's annual reports; and/or

(e) Procured and/or allowed and/or directed SIB to report in December 2008 that it held over US\$7 billion in assets when it appears that SIB in truth held less than US\$2 billion in assets.

15. In further breach of his fiduciary duties owed to SIB, and/or in breach of trust, RAS:

- a) Procured and/or allowed and/or directed that approximately US\$6 billion worth of SIB's assets be managed as Tier 3 assets under his personal management and/or control; and/or
- b) Procured and/or allowed and/or directed that assets of SIB be placed in highly speculative and/or illiquid investments; and/or
- c) Procured and/or allowed and/or directed that assets of SIB be invested in heavily over-valued real estate; and/or
- d) Procured and/or allowed and/or directed that assets of SIB be diverted to other enterprises of RAS, including the Corporate Defendants; and/or
- e) Procured and/or allowed and/or directed that assets of SIB be diverted to and/or used for the personal benefit of RAS and/or his associates; and/or
- f) Procured and/or allowed and/or directed that at least US\$1.6 billion worth of assets of SIB be diverted to RAS by means of unsecured "loans" ("the Loans"); and/or
- g) Failed to repay any, alternatively all, the Loans to SIB; and/or
- h) Failed to pay to SIB any, alternatively all, of the interest due on the Loans; and/or
- i) Failed to provide any, alternatively any adequate, security to SIB for the Loans; and/or
- j) Procured and/or allowed and/or directed that SIB accept shares in the Corporate Defendants and/or other corporations in which RAS held shares at falsely and/or unjustifiably inflated values in purported part repayment of the Loans.

Loss and Liability

16. By reason of RAS' breaches of fiduciary duty and/or breaches of trust as set out above, SIB has lost substantial assets, the value of which is estimated to be at least

US\$7 billion. Further, RAS has personally been unjustly enriched at the expense of SIB.

17. RAS is liable to contribute to the assets of SIB by way of compensation all value lost by SIB as a result of RAS' breaches of fiduciary duty and/or trust. SIB seeks a declaration to that effect, together with all necessary accounts, directions or inquiries to establish the full extent of the loss caused to SIB by RAS' breaches of fiduciary duty and/or trust.
18. SIB further seeks equitable compensation from RAS to the full extent of its losses caused by RAS's breaches of duty and/or breaches of trust, together with interest thereon at such rate and for such period as the Court shall deem fit.
19. Further or alternatively, RAS holds on trust for SIB all SIB's assets received by him, alternatively the proceeds of all such assets received by him. SIB seeks a declaration to that effect, together with all necessary accounts, directions or inquiries to establish the full extent of the assets received by RAS from SIB.
20. Further, SIB seeks an account and/or restitution and/or the return of all SIB assets received by RAS, alternatively the proceeds of such assets received by him, together with interest thereon at such rate and for such period as the Court shall deem fit, including but not limited to the assets comprised in the Loans.
21. Further or alternatively, to the extent that RAS has made any profit or profits as a result of any exploitation by him, or any person or entity connected to him, of any property, information or opportunity of and/or belonging to SIB, including but not limited to the Loans, RAS is required to account to SIB for that profit. SIB seeks a

declaration to that effect, together with all necessary accounts, directions or inquiries to establish the full extent of any such profits.

22. Further or alternatively, SIB seeks payment to it of equitable compensation in respect of any such profits that RAS is found to have made, together with interest thereon at such rate and for such period as the Court shall deem fit.

The Primary Claim against AS

Receipt of trust assets belonging to SIB

23. In breach of fiduciary duty and/or in breach of trust, RAS has procured and/or allowed and/or directed that assets of SIB be paid to AS. On present information, SIB believes that AS has received in excess of US\$560,000, directly or indirectly, from SIB. AS has been unjustly enriched at the expense of SIB by the receipt of such sums.
24. AS holds all sums received from SIB and paid to her in breach of trust and/or breach of fiduciary duty, or the property currently represented thereby, on trust for SIB. SIB seeks a declaration to that effect, and/or a declaration that such sums belong or belonged to SIB and/or a declaration that AS owes such sums to SIB and/or a declaration that AS is liable to make restitution to SIB for the sums received by her, together with all necessary accounts, directions or inquiries to establish the full extent of any such sums. SIB further seeks an order that AS account to SIB for those sums, and/or compensate SIB for the loss of such sums and/or make restitution to SIB in respect of such sums, together with interest thereon at such rate and for such period as the Court shall deem fit, further or alternatively an account of the profits made by AS from the use of such sums.

The Claims against the Corporate Defendants

25. In breach of fiduciary duty and/or in breach of trust, RAS has procured and/or allowed and/or directed that assets of SIB be paid to the Corporate Defendants and each of them.
26. SIB believes that substantially all the assets of the Corporate Defendants, including real estate assets, derive from or were purchased with funds derived from SIB as a result of breaches of fiduciary duty and/or breaches of trust by RAS. Sums in excess of US\$1.3 billion were paid from SIB in breach of trust and/or fiduciary duty to a company owned and controlled by RAS, Stanford Financial Group Company ("SFGC"). SIB believes that sums belonging to SIB were paid on from SFGC to the Corporate Defendants and each of them, or paid to third parties at the direction and/or request of, or for the benefit of, the Corporate Defendants and each of them. The Corporate Defendants have been unjustly enriched at the expense of SIB by the receipt and/or by the payment of such sums.
27. The Corporate Defendants hold all sums and/or assets received from SIB and/or paid to them in breach of trust and/or breach of fiduciary duty, or the property currently represented thereby, on trust for SIB. SIB seeks declarations to that effect, and/or declarations that such sums and/or assets belong, or belonged, to SIB and/or declarations that the Corporate Defendants owe such sums to SIB and/or a declaration that the Corporate Defendants are liable to make restitution to SIB for the sums and/or assets received by them, together with all necessary accounts, directions or inquiries to establish the full extent of any such sums. SIB further seeks an order that the Corporate Defendants account to SIB for those sums and/or assets, and/or compensate SIB for the loss of such sums and/or assets and/or make restitution to SIB in respect of such sums and/or assets, together with interest thereon at such rate and for such

period as the Court shall deem fit, further or alternatively an account of the profits made by the Corporate Defendants from the use of such sums and/or assets.

28. Without prejudice to the generality of the foregoing, with regard to each individual Corporate Defendant, SIB asserts as follows.
29. On present information, SIB believes that the Third Defendant ("SDCL") has received in excess of US\$5,632,800 directly or indirectly, from SIB. SDCL has been unjustly enriched at the expense of SIB by the receipt of such sums.
30. SDCL holds all sums received from SIB and paid to it in breach of trust and/or breach of fiduciary duty, or the property currently represented thereby, on trust for SIB. SIB seeks a declaration to that effect, and/or a declaration that such sums belong or belonged to SIB and/or a declaration that SDCL owes such sums to SIB and/or a declaration that SDCL is liable to make restitution to SIB for the sums received by it, together with all necessary accounts, directions or inquiries to establish the full extent of any such sums. SIB further seeks an order that SDCL account to SIB for those sums, and/or compensate SIB for the loss of such sums and/or make restitution to SIB in respect of such sums, together with interest thereon at such rate and for such period as the Court shall deem fit, further or alternatively an account of the profits made by the SDCL from the use of SIB's assets.
31. On present information, SIB believes that the Fourth Defendant ("MIHL") has received in excess of US\$809,900, directly or indirectly, from SIB. MIHL has been unjustly enriched at the expense of SIB by the receipt of such sums.

32. MIHL holds all sums received from SIB and paid to it in breach of trust and/or breach of fiduciary duty, or the property currently represented thereby, on trust for SIB. SIB seeks a declaration to that effect, and/or a declaration that such sums belong or belonged to SIB and/or a declaration that MIHL owes such sums to SIB and/or a declaration that MIHL is liable to make restitution to SIB for the sums received by it, together with all necessary accounts, directions or inquiries to establish the full extent of any such sums. SIB further seeks an order that MIHL account to SIB for those sums, and/or compensate SIB for the loss of such sums and/or make restitution to SIB in respect of such sums, together with interest thereon at such rate and for such period as the Court shall deem fit, further or alternatively an account of the profits made by the MIHL from the use of SIB's assets.

The Secondary Claim against the Second Defendant

Knowing assistance in a breach of trust

33. As set out above, in breach of fiduciary duty and/or in breach of trust, RAS has procured and/or allowed and/or directed that assets of SIB be paid to him and/or to the Corporate Defendants and each of them. RAS and/or the Corporate Defendants and each of them have been unjustly enriched at the expense of SIB by the receipt and/or by the payment of such sums.
34. As set out above, RAS holds all sums and/or assets received from SIB and paid to him in breach of trust and/or breach of fiduciary duty, or the property currently represented thereby, on trust for SIB. SIB believes that substantially all the assets of RAS are derived from SIB and held on trust for SIB.

35. As set out above, the Corporate Defendants and each of them hold all sums and/or assets received from SIB and paid to them in breach of trust and/or breach of fiduciary duty, or the property currently represented thereby, on trust for SIB. SIB believes that substantially all the assets of the Corporate Defendants are derived from SIB and held on trust for SIB.
36. As set out above, AS is RAS' girlfriend and purports to act on his behalf under a power of attorney. Further, AS was purportedly appointed director of the Corporate Defendants on 16th November 2009 and has purported to act as such since that time.
37. In purported exercise of her powers as attorney for RAS, SIB believes that AS has been effecting transfers to third parties of certain parcels of property ostensibly owned by RAS but in fact held by him on trust for SIB. The transfers have been carried out (a) at an undervalue and/or (b) without accounting to SIB for the proceeds thereof. As such, the transfers are and were at all material times a breach of trust by RAS.
38. In purported exercise of her powers as a director of the Third Defendant and through the Power of Attorney signed by RAS in favour of the Second Defendant in relation to each of the Corporate Defendants, SIB believes that AS has engaged in a series of transactions disposing of assets of the Corporate Defendants. The transactions have been carried out (a) at an undervalue and/or (b) without accounting to SIB for the proceeds thereof. As such, the transfers are and were at all material times a breach of trust by the relevant Corporate Defendant in each case.
39. To the best of SIB's current information, those transactions include:

- (a) The transfer of 5.32 acres of land (identified as Registration Section: Barnes Hill and Coolidge; Block 41 2294A; Parcel No. 112) from SDCL to Napie Developers Ltd. on 29th July 2010 with a transfer value of US\$2,333,333.00
 - (b) The transfer on 7th October 2010 of some five residential properties from SDCL to Salem and Elias Hadeed, ostensibly in exchange for the forgiveness of a judgment debt, but apparently at a significant undervalue.
 - (c) The sale of an approximate 12,000-bottle wine collection apparently owned by SDCL to a wine merchant in St. Louis, Missouri for US\$400,000, believed to be a significant undervalue.
 - (d) A contract of sale by SDCL to sell the title to a warehouse property held by SDC of an estimated value of US\$3 million.
 - (e) The offering for sale by SDCL of 12 residential properties located in Cedar Valley Springs at an undervalue.
40. Further or alternatively, acting either as attorney for RAS for the Corporate Defendants, or as director of the Third Defendant, AS has collected and failed to account to SIB for rents received in respect of (a) SIB assets and/or (b) assets of the Corporate Defendants held on trust for SIB. To the best of SIB's knowledge, those rents include:
- (a) The rents of Antigua Athletic Club, of which the head lease is an asset of SIB; and/or
 - (b) The rents of the 'Sticky Wicket' restaurant, the freehold of which is vested in SDCL;
 - (c) The rents of a part of the Crabbs Port facility, the freehold of which is vested in the Fourth Defendant;

(d) The rental income and/or parking fees generated by an approximately 300-space car park at the V.C. Bird International Airport (Antigua), the freehold of which is vested in SDCL.

41. AS' actions as set out above were carried out at a time or times when AS was and is aware that: (a) RAS is alleged to have diverted assets from SIB for his own benefit and/or that of the Corporate Defendants; and/or (b) SIB is seeking to recover assets from RAS and/or the Corporate Defendants; and/or (c) SIB was entitled to the assets and/or monies dealt with and/or handled and/or received by AS. By so acting, AS assisted RAS and/or the Corporate Defendants in their breaches of trust, alternatively procured such breaches of trust. Further, such assistance was dishonest. Without prejudice to the generality of the foregoing, AS acted in a manner contrary to normally acceptable standards of honest conduct, and was conscious of (or deliberately turned a blind eye to) those elements of the transaction in question that made her participation fall below those standards.
42. By her actions, AS has constituted herself constructive trustee of: (a) the assets of RAS held on trust for SIB and dealt with by her under the power of attorney; and/or (b) the assets of the Corporate Defendants held on trust for SIB; and/or (c) the sums referred to in Paragraph 40 herein. Further or alternatively, AS has been unjustly enriched at the expense of SIB to the extent of any benefit that she has received or obtained from the said assets and/or sums.
43. As such, AS is liable to reconstitute the assets of SIB referred to in Paragraph 42 herein and to account to SIB therefore, alternatively AS is liable to compensate SIB for the loss of those assets. SIB seeks declarations to that effect, together with all


necessary accounts, directions or inquiries to establish the full extent of all such assets. SIB further seeks an order that AS account to SIB for those assets, and/or compensate SIB for the loss of such assets and/or make restitution to SIB in respect of such assets, together with interest thereon at such rate and for such period as the Court shall deem fit.

44. Further or alternatively, to the extent that AS has made any profit or profits as a result of any exploitation by her, or any person or entity connected to her, of any property, information or opportunity of and/or belonging to and/or held on trust for SIB, AS is required to account to SIB for that profit. SIB seeks a declaration to that effect, together with all necessary accounts, directions or inquiries to establish the full extent of any such profits, and an order for payment of such sums as are found to be due, together with interest thereon at such rate and for such period as the Court shall deem fit.

AND THE CLAIMANT CLAIMS:

As against the First Defendant:

1. A declaration that the First Defendant has acted in breach of fiduciary duties owed by him to the Claimant; and
2. A declaration that the First Defendant has acted in breach of trust; and
3. A declaration that the First Defendant is obliged to compensate the Claimant for the losses suffered as a result of the First Defendant's breaches of trust and/or fiduciary duty; and
4. A contribution to the assets of SIB by way of compensation for all value lost by the Claimant as a result of the First Defendant's breaches of fiduciary duty and/or trust; and/or

- 
5. A declaration that the First Defendant holds on trust for the Claimant all the Claimant's assets received by him, alternatively the proceeds of all such assets received by him; and
 6. An account and/or restitution and/or the return of all the Claimant's assets received by the First Defendant, alternatively the proceeds of such assets received by him; and/or
 7. A declaration that the First Defendant is obliged to account of all profits made by him as a result of any exploitation by him, or any person or entity connected to him, of any property, information or opportunity of and/or belonging to the Claimant; and
 8. An order for payment to the Claimant of all sums found to be due in respect of 7 above; and/or
 9. Equitable compensation
 10. Interest, at such rate and for such period as the Court shall deem fit.

Against the Second Defendant:

11. A declaration that the Second Defendant holds all sums received from the Claimant and paid to her in breach of trust and/or breach of fiduciary duty, or the property currently represented thereby, on trust for the Claimant; and/or
12. A declaration that such sums belong or belonged to the Claimant; and/or
13. A declaration that the Second Defendant owes such sums to the Claimant; and/or
14. A declaration that the Second Defendant is liable to make restitution to the Claimant for the sums received by her; and
15. An order that the Second Defendant account to the Claimant for those sums which are found to be due; and/or

16. An order that the Second Defendant compensate and/or make restitution to the Claimant; and/or
17. A declaration that the Second Defendant is liable to reconstitute the assets of the Claimant referred to in Paragraph 46 herein and to account to the Claimant therefor; and/or
18. A declaration that the Second Defendant is liable to compensate the Claimant for the loss of the assets referred to in Paragraph 46 herein; and
19. An order that the Second Defendant account to and/or compensate and/or make restitution to the Claimant for the sums due in respect of the declarations sought in Paragraphs 17 and/or 18 herein; and/or
20. A declaration that to the extent that the First Defendant has made any profit or profits as a result of any exploitation by her, or any person or entity connected to her, of any property, information or opportunity of and/or belonging to and/or held on trust for Claimant, the Second Defendant is required to account to the Claimant for that profit; and
21. An order for payment of such sums as are found to be due on taking an account of profits.

Against the Third to Sixth Defendants and each of them as appropriate:

22. A declaration that all sums and/or assets received from the Claimant and/or paid in breach of trust and/or breach of fiduciary duty, or the property currently represented thereby, are held on trust for the Claimant; and
23. A declaration that all such sums and/or assets are to be returned to the Claimant; and/or

24. A declaration that the Claimant is entitled to restitution in respect of all such sums and/or assets; and/or
25. An order that the Third to Sixth Defendants and each of them account to the Claimant for those sums and/or assets, and/or compensate the Claimant for the loss of such sums and/or assets and/or make restitution to the Claimant in respect of such sums and/or assets; and/or
26. An account of any and all profits made by the Third to Sixth Defendants and each of them from the use of such sums and/or assets.

Against all Defendants:

27. All necessary accounts, directions or inquiries; and
28. Such further or other relief as may be necessary or desirable; and
29. Costs

Sydney Bennett QC

Certificate of Truth

I, Marcus A. Wide acting in my capacity as Joint Liquidator of Stanford International Bank Limited (In Liquidation) certify that I believe that the facts stated in this Statement of Claim are true.



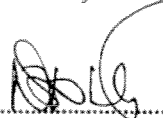
Marcus A. Wide

Acting in his Capacity as Joint Liquidator of Stanford International Bank Limited (In Liquidation)

Dated: 11th August 2011

DATED the11th..... day ofAugust....., 2011

Settled by:



.....
Nicolette M. Doherty
Solicitor for the Claimant

NOTICE TO THE DEFENDANT - See the notes served with this Claim Form.

This Claim Form must contain or have served with it either a Statement or Claim or a copy of a Court Order entitling the Claimant to serve the Claim Form without a Statement of Claim.

If you do not complete the form of Acknowledgment of Service served on you with this Claim Form and deliver or send it to the Court Office (address below) so that they receive it within 14 days of service of this Claim Form on you, the Claimant will be entitled to apply to have judgment entered against you. The form of Acknowledgment of Service may be completed by you or a legal practitioner acting for you.

You should consider obtaining legal advice with regard to this claim.

This Claim Form has no validity if it is not served within 6 months of the date below unless it is accompanied by an order extending that time.

Dated the day of July 2011

[Seal]

THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE
ANTIGUA AND BARBUDA

Claim No. ANUHCV 2011/

BETWEEN:

STANFORD INTERNATIONAL BANK LIMITED (IN LIQUIDATION)
(Acting by and through its Joint Liquidators, Marcus A. Wide and Hugh Dickson)
Applicant/Claimant
and

(1) ROBERT ALLEN STANFORD
(2) ANDREA STOELKER
(3) STANFORD DEVELOPMENT COMPANY LIMITED
(4) MAIDEN ISLAND HOLDINGS LIMITED
(5) GILBERTS RESORT DEVELOPMENT HOLDINGS LIMITED
(6) STANFORD HOTEL PROPERTIES LIMITED
Respondents/Defendants

STATEMENT OF CLAIM

Nicolette M. Doherty
Attorney at Law and Notary Public
P.O. Box W1161,
Island House, Newgate Street
St. John's, Antigua, West Indies
Legal Practitioners for the Applicant
Tel: 1 (268) 462 4468/9
Fax: 1 (268) 561 1056