

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ¹⁵³ OF 2011

BETWEEN:



RICHARD CHRISTIANSEN

Plaintiff

-AND-

CIVIL WORKS SERVICES LIMITED

First Defendant

-AND-

PRECISION DRILLING AND BLASTING LIMITED

Second Defendant

WRIT OF SUMMONS

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 GT, 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 20th day of April 2011

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

The Parties

1. The Plaintiff is an individual with Caymanian status who resides in the Cayman Islands.
2. The First Defendant is a limited liability company having its registered office at PO Box 63, 31 Woods Close, Pease Bay, Bodden Town, Grand Cayman, Cayman Islands.
3. The Second Defendant is a limited liability company having its registered office at PO Box 63, Unit 229, Mirco Centre, North Sound Road, Grand Cayman, Cayman Islands.

The Contract

4. On or about March 2008 the Plaintiff entered into an agreement with the First and Second Defendants whereby:
 - a. The Plaintiff would:
 - i. sell his share option rights in the First and Second Defendants to the First and Second Defendants;
 - ii. retire;
 - iii. provide consultancy services to the First and Second Defendants from time to time.
 - b. and the First and Second Defendants would:
 - i. pay the Plaintiff US\$2,400,000.00 for his share option rights in the First and Second Defendants;
 - ii. pay the Plaintiff US\$100,00.00 as a retirement payment;
 - iii. transfer the Toyota Rav 4, registration number 123870 into the name of the Plaintiff;
 - iv. pay the Plaintiff US\$500.00 each time he provided certain consultancy services.

- c. It was further agreed that the First and Second Defendants would pay the amount owed to the Plaintiff for his share option rights and retirement payment, being US\$2,500,000.00, by way of consecutive monthly installments of US\$40,000.00 until the debt was fully paid.

This agreement is referred to herein as the "Agreement".

5. The Plaintiff fulfilled his obligations under the Agreement.

Breach of the Contract Terms Relating to Payment for Share Option Rights

6. On or about November 2008 the First and Second Defendants breached their obligation to pay the monthly installments of \$40,000.00 for the Plaintiff's share option rights and retirement payment by failing to pay the full amount due and remained in breach until January 2009.
7. As at January 2009 the First and Second Defendants had paid The Plaintiff US\$451,586.00 in reduction of the US\$2,500,000.00 owed to the Plaintiff for his share option rights and retirement payment leaving US\$2,048,414.00 due and owing to the Plaintiff.
8. On or about January 2009 the parties varied the terms of payment for the Plaintiff's share option rights and retirement payment.

Particulars

- a. The parties agreed that the the First and Second Defendants would no longer have to pay the Plaintiff monthly installments of US\$40,000.00;
 - b. the First and Second Defendants agreed to pay the Plaintiff the remaining US\$2,048,414.00 owed for the Plaintiff's share option rights and retirement payment by providing him with aggregate, as and when requested by the Plaintiff;
 - c. the aggregate would be provide to the Plaintiff at list value;
 - d. the value of the aggregate provided to the Plaintiff would be applied in reduction of the amount owed to the Plaintiff for the share option rights and retirement payment.
9. Between January 2009 and March 2011 the First and Second Defendants provided the Plaintiff with aggregate with a value of US\$1,602,511.00. That value was applied in reduction of the amount owing to the Plaintiff's for his share option rights and retirement payment.
 10. On or about March 2011 the First and Second Defendants breached the terms of the Agreement (as varied) relating to payment for the Plaintiff's share

option rights and retirement payment by refusing to provide the Plaintiff with any more aggregate.

11. On or about 12 April 2011 the First and Second Defendants owed the Plaintiff US\$445,903.00 for the Plaintiff's share option rights and retirement payment (the "Share Option Debt").

Breach of the Contract Terms Relating to Consultancy Work

12. On or about March 2008 the parties varied the terms of the Agreement relating to the Plaintiff's consultancy work.

Particulars

- a. The First and Second Defendants would no longer be required to pay the Plaintiff \$500.00 each time he performed a certain service; instead
 - b. The First and the First and Second Defendants agreed to pay the Plaintiff US\$1,500.00 per week; and
 - c. The Plaintiff was no longer to have the Rav 4 registration number 123870 transferred into his name; instead
 - d. The parties agreed the Plaintiff would use his personal vehicle in pursuance of his consultancy work and the First and Second Defendants would pay the Plaintiff CI\$200.00, being US\$238.00, per week for using his personal vehicle for that purpose.
13. The Plaintiff provided the consulting services required under the Agreement, as varied.
 14. The First and Second Defendants paid the Plaintiff US\$1,500.00 per week in consulting fees and US\$238.09 per week for using his personal vehicle, being US\$1,738.09 per week from March 2008 until January 2011.
 15. On or about February 2011 the First and Second Defendants breached the terms of the Agreement (as varied) by failing to pay the consultancy fees and vehicle fees payable to the Plaintiff for the consultancy work.
 16. On or about 12 April 2011 the First and Second Defendants owed the Plaintiff US\$17,380.90 (including the vehicle allowance) for consultancy work that the Plaintiff has completed but not been paid for (the "Consultancy Debt").
 17. The amount of the Consultancy Debt continues to increase as the Plaintiff continues to complete consultancy work for the First and Second Defendants.

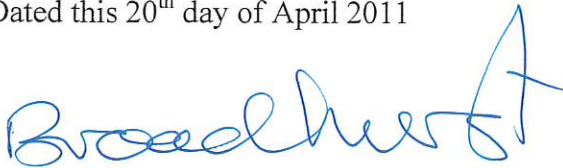
Damages for Breach of Contract

18. The Plaintiff made demand for payment of the Share Option Debt and the Consultancy Debt, being US\$463,283.90, from the First Defendant by letter dated 12 April 2011 from the Plaintiff's attorneys and posted by the registered mail to the First Defendant's registered office.
19. The Plaintiff made demand for payment of the Share option Debt and the Consultancy Debt, being US\$463,283.90 (the "Debt"), from the Second Defendant by letter dated 12 April 2011 from the Plaintiff's attorneys and posted by the registered mail to the Second Defendant's registered office.
20. The First and Second Defendants have failed or refused to pay the Debt.
21. In the circumstances the Plaintiff's claim is for damages for breach of contract; interest on damages from the date of demand, being 12 April 2011, at the applicable rate under the Judicature Law (2007 Revision) and the Judgment Debts (rates of Interest) Rules 1995 continuing until the Judgment Debt is paid in full and costs.

AND THE PLAINTIFF CLAIMS:

- A Damages for breach of contract;
- B Pre-Judgment interest on damages pursuant to the Judicature Law (2007 Revision);
- C Post-Judgment interest on damages pursuant to the Judicature Law (2007 Revision);
- D Costs;
- E Such other relief as this Honourable Court deems just.

Dated this 20th day of April 2011



Broadhurst LLC.

Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim are issued by Broadhurst LLC., Attorneys-at-Law for the Plaintiff, whose address for service is P.O. Box 2503, Cayman Islands, KY1-1104, 40 Linwood Street, George Town, Grand Cayman, Cayman Islands, British West Indies.

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CAUSE NO. OF 2011

BETWEEN:

RICHARD CHRISTIANSEN

Plaintiff

-AND-

CIVIL WORKS SERVICES LIMITED

First Defendant

-AND-

PRECISION DRILLING AND BLASTING LIMITED

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 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 [] No []
-

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 LLC BARRISTERS
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503
GRAND CAYMAN KY1-1104
CAYMAN ISLANDS, BWI

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]