

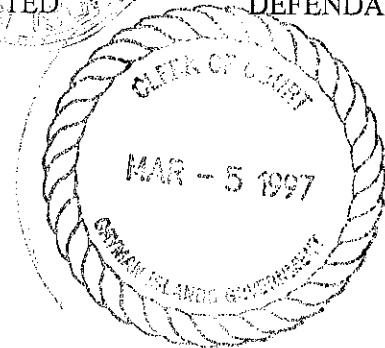
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>145</sup> OF 1997

BETWEEN: GIRO CREDIT BANK (Schweiz) AG PLAINTIFF  
AND TARAPACA INVESTMENTS LIMITED DEFENDANT

WRIT OF SUMMONS

TO: Tarapaca Investments Limited  
West Wind Building  
P.O. Box 1111GT  
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 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 5<sup>th</sup> of March, 1997.

**IMPORTANT**

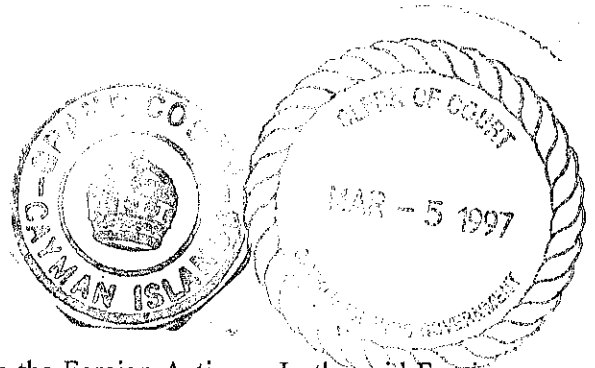
Directions for Acknowledgment of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff was at all material times the defendant in actions in Court of the Canton of Zurich (“the Foreign Court”)

- (a) Cause No. EB 932807U/GEUU1
- (b) Cause No. U/PN930576
- (c) Cause No. 92/272 Z

(“the Foreign Actions”).



2. The Defendants were at all material times plaintiff in the Foreign Actions. In the said Foreign Actions, the Defendant claimed, inter alia, breach of contract against the Plaintiff in respect of a contract for the assignment of a debt. The alleged cause of action resulted in the following proceedings, the outcome of which is set out below:

- (a) Cause No. EB 932807U/GEUU1:  
First instance; cancellation of the opposition in the prosecution No. 28624
- (b) Cause No. U/PN930576:  
Second instance; cancellation of the opposition in the prosecution No. 28624
- (c) Cause No. 92/272 Z - Petition to place the Plaintiff into Swiss Bankruptcy Proceedings  
Appeal of a rejection of a bank bankruptcy

A Cancellation of the opposition in the prosecution No. 28624  
First and second instance

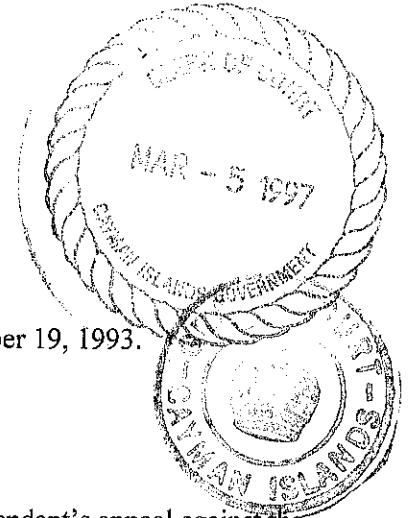
3. The Foreign Action No. 1 came on regularly for trial on a cancellation of the opposition in the prosecution No. 28624 before the Foreign Court and the decision of first instance of the Foreign Court was that the Defendant’s action against the Plaintiff be rejected. The Defendant then appealed to the second instance, the Supreme Court of the Canton of Zurich. (Cause No. EB 932807U/GEUU1 and No. U/PN930576).

4. By the Judgment of the Foreign Court dated 30th December, 1993 the Defendant’s appeal against

the decision of first instance was rejected ("the Foreign Judgment No. 1") and the Court held the Defendant liable to the Plaintiff as follows:-

PARTICULARS

(a)	court costs first instance	CHF 180.--
	compensation for the opposing party	CHF 900.--
(b)	court costs second instance	CHF 360.--
	compensation for the opposing party	CHF 300.--



5. The Foreign Judgment No. 1 was served on the Defendants on November 19, 1993.

B. Appeal of a rejection of opening a bank bankruptcy

6. By the Judgment of the Court of Appeal dated 29th March, 1993 the Defendant's appeal against the decision of first instance, dated 20th July, 1992 (HB92005U/HG92) was rejected (Foreign Judgment No. 2) and the Court held the Defendant liable to the Plaintiff as follows:

PARTICULARS

(a)	court costs	CHF 2'000.--
(b)	copying fees	CHF 319.--
(c)	delivery fees and stamps	CHF 260.--
(d)	compensation for the opposing party	CHF 4'000.--

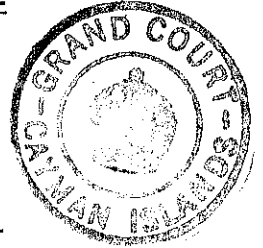
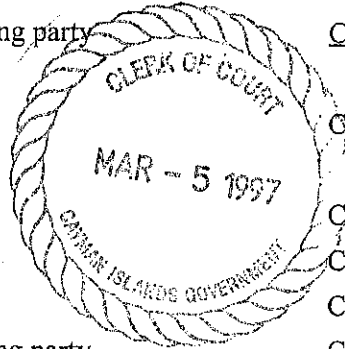
7. The Foreign Judgment was served on the Defendants on 13th April, 1993.

8. In the premise, the Foreign Judgment No. 1 and No. 2, being a final and conclusive judgment evidences the existence of a common law debt, such amount remaining due and owing from the Defendant.

9. And the Plaintiff claims:

A the said sums of

(a)	court costs first instance	CHF 180.--
	compensation for the opposing party	CHF 900.--
(b)	court costs second instance	CHF 360.--
	compensation for the opposing party	<u>CHF 300.--</u>
	Subtotal I	CHF 1'740.--
(c)	court costs	CHF 2'000.--
	copying fees	CHF 319.--
	delivery fees and stamps	CHF 260.--
	compensation for the opposing party	<u>CHF 4'000.--</u>
	Subtotal II	CHF 6'579.--



B Interest at 8 3/8% pursuant to the Judicature Law (1995 Revision) from the date of the Foreign Judgments No. 1 and No.2 to the date of issuing of proceedings, being

on CHF 1'740.-- since 30th December, 1993

on CHF 6'579.-- since 29th March, 1993

As at the date of these proceedings the applicable exchange rate between the Swiss Franc and the U.S. Dollar was 1.4779 valuing the Plaintiff's claim at the date hereof at US\$5,628.93.

C costs.

DATED this 5<sup>th</sup> day of March, 1997.

*W.S. Walker & Co*

W.S. WALKER & COMPANY  
Attorneys-at-Law for the Plaintiff

FILED by W.S. Walker & Company, of P.O. Box 265, Caledonian House, Mary Street, George Town, Grand Cayman, Attorneys-at-Law for the Plaintiff whose address for service is that of his Attorneys-at-Law.