

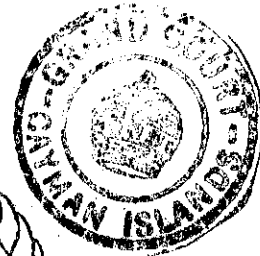
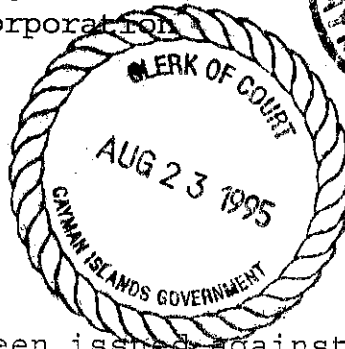
WPM
Fees Paid. \$230.86
Receipt No. 688265-
Date 23.8.95

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN
CAUSE NO. 362 OF 1995

BETWEEN: UNITED EQUIPMENT LTD. PLAINTIFF
AND: HILL CONSTRUCTION LTD. DEFENDANT

WRIT OF SUMMONS

TO: HILL CONSTRUCTION LTD.
at its registered office
Cayman International Corporation
& Marine Service Ltd.
P.O. Box 1149 G.,
George Town
Grand Cayman



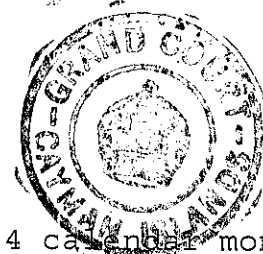
THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ of Summons on you, counting the days of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, 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

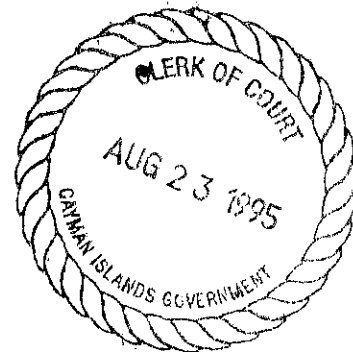
without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 23rd day of August 1995.



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

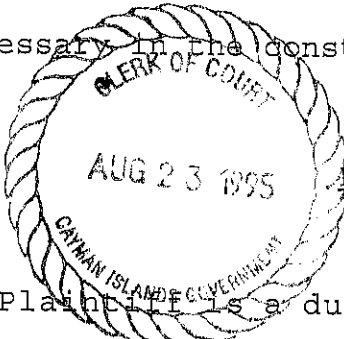


Directions for Acknowledgment of Service are given with the accompanying form.

Fees Paid. \$15
Receipt No. 683265
23.8.95

STATEMENT OF CLAIM

The Plaintiff's claim is against the Defendant to recover the sum of CI\$23,086.48 plus interest for the additional services rendered and aggregate materials supplied pursuant to the subcontract between them to perform the preliminary building works necessary in the construction of The Barclays House.



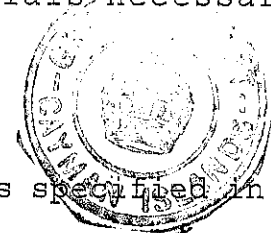
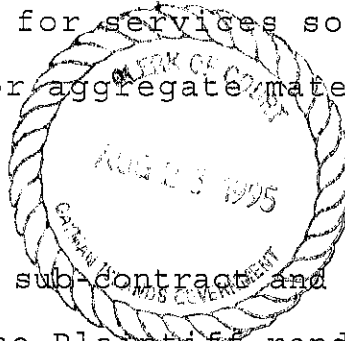
PARTICULARS



1. The Plaintiff is a duly incorporated company licenced to carry on business in the Cayman Islands as a heavy equipment rental company. The Plaintiff also performs ancillary professional services including excavation, demolition and the supply of aggregate. It's place of business is situated at Artco Centre ,George Town, Grand Cayman.
2. The Defendant is a local company licensed to carry on business in the Cayman Islands as a construction company having its registered office at Cayman International Corporation & Marine Service Ltd. P.O. Box 1149, George Town, Grand Cayman.
3. On or about the 6th day of September, 1994 the Defendant subcontracted the Plaintiff to perform the preliminary works part of their contract to construct the Barclays House. The

terms of the said subcontract being agreed by them to be dictated by the specifics as laid down in the Bill of Quantities prepared for the Defendant by the Developer of the Barclays House.

4. Under the terms of the sub-contract, the Plaintiff would to be paid CI\$9,995.00 for services so performed and an additional amount for aggregate materials necessarily supplied.



5. In accordance with the sub-contract and as specified in the Bill of Quantities the Plaintiff rendered services and supplied aggregate to the building site. Such works commenced on or about the 21st day of September, 1994 and were completed on or about the 5th day of October, 1994.

6. During the subsistence of the sub-contract it became apparent that it would be necessary for additional works to be done as certain tasks which were essential in the preparation of the building site for construction had not been specifically stated in the sub-contract. Furthermore, there would be need for additional aggregate to be supplied as the Bill of Quantities quoted amounts far less than what were actually necessary to complete the preliminary works.

7. The Plaintiff and the Defendant therefore agreed that the Plaintiff would also perform these additional services.

8. The terms of the agreement for the performance of these additional services were as follows:-

(i) the Plaintiff would carryout all such additional works as were necessary to prepare the building site for construction;

(ii) the Plaintiff would charge hourly rates consistent with those then in operation within the industry;

(iii) the Plaintiff would purchase the additional aggregate materials needed.

(iv) All such aggregate materials supplied would be subject to a charging rate equal to that which the Plaintiff paid for their supply.

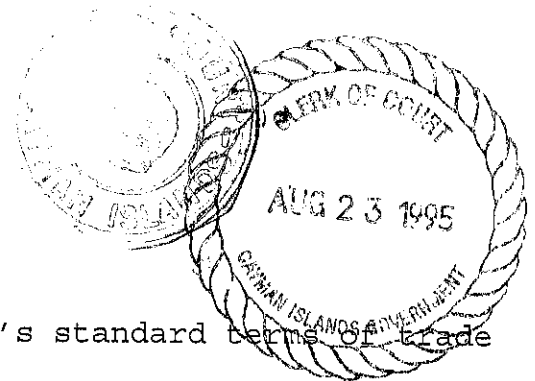
9. On or about the 15th day of October, 1994 the Plaintiff tendered its bill for services rendered and materials supplied to the Defendant under the sub-contract. On or about the 15th day of November, 1994 the Plaintiff received CI\$12,655.00 from the Defendant in full satisfaction.

10. Thereafter, the Plaintiff submitted its bill to the Defendant for the additional services rendered as outlined in paragraphs 7 and 8.

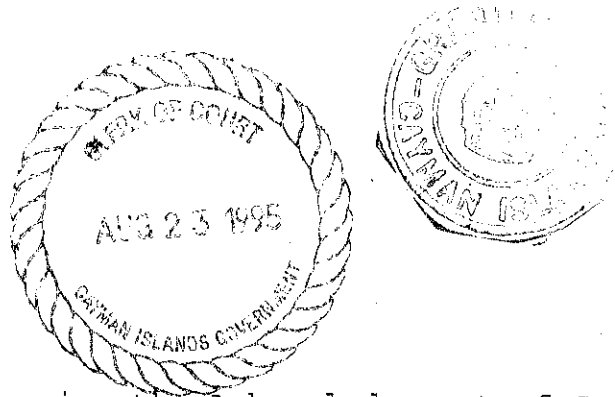
11. Despite numerous demands from the Plaintiff and the Plaintiff's attorney-at-law the Defendant has failed to pay for the additional services rendered and the sum of CI\$23,086.48 remains due and owing by the Defendant to the Plaintiff.

AND THE PLAINTIFF CLAIMS:-

1. The sum of CI\$23,086.48
2. Interest pursuant to the Plaintiff's standard terms of trade of 1.5 % per month on the outstanding balance by which the sum of CI\$3116.70 is now due and owing having accrued at a daily rate of CI\$11.42 per day as from 10th November 1994 to 10 August 1995.
3. Interest pursuant to Section 62 (1) of the Judicature law at the rate of 8 3/8 % per annum from the date of judgement until satisfaction.



4. Fixed costs pursuant to Order 62 Rule 1 (c) of the Grand Court Rules, 1995 of CI\$500.00 together with costs of filing this Writ of CI\$245.86.



If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$23,086.48 plus interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney.

Charles Adams Ritchie & Duckworth,
CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

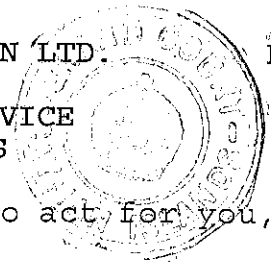
This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 36/ OF 1995

BETWEEN: UNITED EQUIPMENT LTD. PLAINTIFF
AND: HILL CONSTRUCTION LTD. DEFENDANT

ACKNOWLEDGMENT 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

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in person]

Address for service:

Notes on address for service

Please complete overleaf

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 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 or principal 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.

Charles Adams, Ritchie & Duckworth
Attorneys-at-Law
P.O. Box 709
George Town
Grand Cayman

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 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

Please complete overleaf

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 its 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.