

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 370 OF 1995

BETWEEN:

(1) RICHARD B. GELBSPAN
(2) GLOBAL OPTICS LIMITED

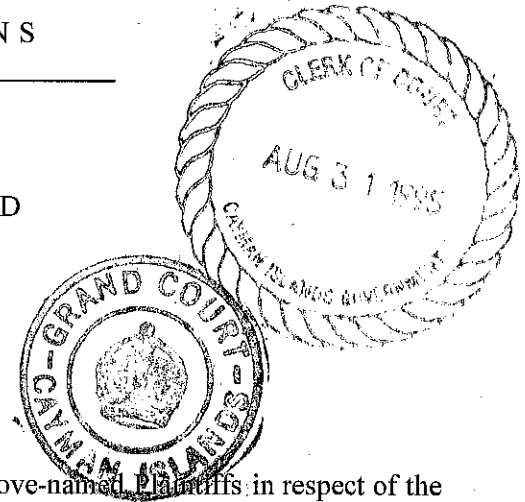
Plaintiffs

AND: RICHARDSON GREENSHIELDS OF CANADA LIMITED

Defendant

WRIT OF SUMMONS

TO: RICHARDSON GREENSHIELDS OF CANADA LIMITED
OF PO BOX 1095
GEORGE TOWN
GRAND CAYMAN



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 Acknowledgement 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 at George Town this 31st day of August 1995.

NOTE - This Writ may not be served later than 4 calendar 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 370 OF 1995

BETWEEN:

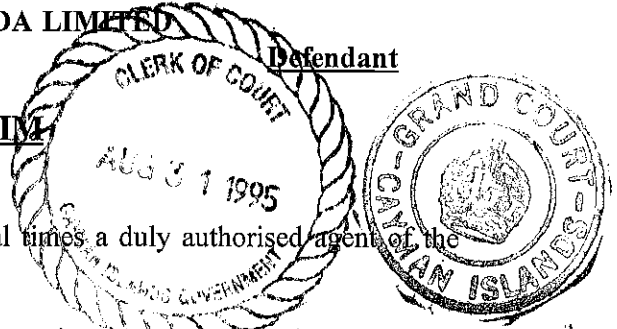
(1) RICHARD B. GELBSPAN
(2) GLOBAL OPTICS LIMITED

Plaintiffs

AND: RICHARDSON GREENSHIELDS OF CANADA LIMITED

Defendant

STATEMENT OF CLAIM



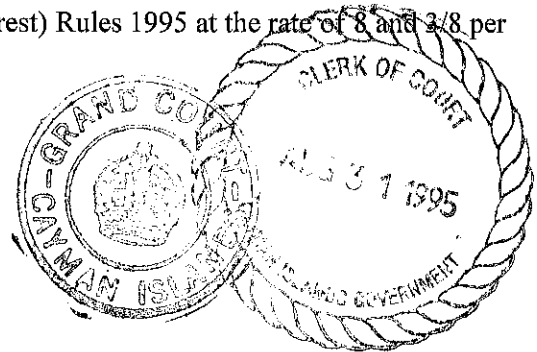
1. The First Plaintiff ("Gelbspan") is and was at all material times a duly authorised agent of the Second Plaintiff.
2. The Second Plaintiff is and was at all material times a company incorporated under the Companies Law (Revised) of the Cayman Islands having its registered office at PO Box 268, George Town, Grand Cayman ("Global").
3. The Defendant is and was at all material times a company incorporated under the Companies Law (Revised) of the Cayman Islands having its registered office at PO Box 1095, George Town, Grand Cayman carrying on business in the Cayman Islands, inter alia, as a stock and bond broker ("Richardson Greenshields").
4. Richardson Greenshields at all material times acted as a duly authorised agent for Global who maintained, inter alia, a stock and bond account with Richardson Greenshield's.
5. There were, at all material times, implied terms of the contract of agency between Richardson Greenshields as broker and Global as a customer that Richardson Greenshields would:
 - (i) Observe reasonable skill and care in or about executing Global's orders;
 - (ii) Further or in the alternative, that Richardson Greenshields would use all reasonable endeavours and/or all due care and skill in so doing;
 - (iii) Further or in the alternative, Richardson Greenshields owed to Global a duty of care to the same effect.
6. Pursuant to a Consent order ("the Order") of the Grand Court of the Cayman Islands dated the 5th day of December 1994 under cause no. 198 of 1994 between a certain third party, Barry M. Slosberg ("Slosberg") as Plaintiff, and Gelbspan and Global as Defendants in the said cause no. 198 of 1994, it was ordered by the Court, inter alia, that:
 - (i) Richardson Greenshields be directed by Global to transfer from Global's account with Richardson Greenshields certain specified funds, stocks, shares and assets ("the assets") to an account designated by the said Slosberg; and

- (ii) Richardson Greenshields be directed by Global to transfer from Global's account with Richardson Greenshields all cash, accrued interest and dividends on the certain specified assets, prior to the transfer of Fifty Thousand United States Dollars (US\$50,000.00) par Province of Ontario 8 per cent due 10/17/2001 bonds by Slosberg to Gelbspan and Global.
7. By letter dated 19th December 1994 Global instructed Richardson Greenshields to carry out the transfers as set out in the said Order.
8. Negligently and/or in breach of contract Richardson Greenshields did not comply with the said instructions in that it neglected, failed and/or refused to transfer the Fifty Thousand United States Dollars (US\$50,000.00) par Province of Ontario 8 per cent due 10/17/2001 bonds from Slosberg to Gelbspan and Global pursuant to paragraph 6(ii) herein.
9. By reason of the aforesaid, Gelspan and Global have suffered loss and damage.

WHEREFORE THE PLAINTIFFS claims:

- (1) A declaration that the purported transfer from the Second Plaintiff account with the Defendant of the Fifty Thousand United States Dollars (US\$50,000.00) as referred to in paragraph 6(ii) herein was without the Plaintiff authority.
- (2) Damages.
- (3) Interest pursuant to the Judgement Debts (Rate of Interest) Rules 1995 at the rate of 8 and 3/8 per cent on the amount found to be due to the Plaintiffs.
- (4) Such further or other relief.
- (5) Costs to be assessed or taxed.

DATED at George Town this 31st day of August 1995.



Bruce Campbell & Co.
BRUCE CAMPBELL & CO.
Attorneys-at-Law for the Plaintiffs

A COPY of this Writ of Summons and Statement of Claim is to be served by the Clerk of the Court pursuant to Order 6, rule 4 of the Grand Court Rules 1995 upon: N/A

THIS WRIT was issued by Bruce Campbell & Co., Attorneys-at-Law for the Plaintiffs herein, whose address for service is Fourth Floor, Bank of Nova Scotia Building, P.O. Box 884, George Town, Grand Cayman. Telephone: 949 2648
Facsimile: 949 8613