

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. <sup>150</sup> OF 1998

IN THE MATTER OF THE COMPANIES LAW (1995 REVISION)  
AND THE MATTER OF THE UNIS GROUP INC.



BETWEEN

PATRICK MERY-SANSON

PLAINTIFF

AND

(1) ALEJANDRO WEINSTOCK

AND

(2) ALFREDO BALLI

DEFENDANTS

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**NOTICE OF ORIGINATING MOTION**

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TAKE NOTICE that the Court at the Law Courts, George Town, Grand Cayman will be moved on the 13 day of MARCH 1998, at 2:30 o'clock in the forenoon/afternoon or so soon thereafter as Counsel can be heard, by Counsel on behalf of PATRICK MERY-SANSON on an application for an order that the First Defendant, by himself or his agents, be restrained from doing the following acts or any of them:

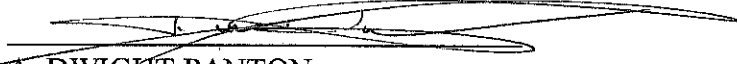
- (I) acting or attempting to act as a director or officer of Unis Group Inc. or otherwise on behalf of that Company.
- (ii) acting or attempting to act in pursuance of an alleged general power of attorney allegedly granted by Unis Group Inc. which said power of attorney was illegal and invalid and of no legal effect whatsoever.
- (iii) from claiming in any Mexican Court or any other forum anywhere that Unis Group Inc. is owed sums amounting to US\$4,295,000.00, or any sum at all being debts allegedly owed to the First Defendant by Prodipe Inc., which said debts the First and Second Defendants

attempted to transfer to Unis Group Inc. by way of the illegal Resolutions at the Extraordinary General Meeting of Unis Group Inc. on the 16th December 1993.

- (iv) from enforcing the two illegal Resolutions allegedly passed at the aforesaid Extraordinary General Meeting of Unis Group Inc. on the 16th December 1993 aforesaid.
- (v) from unlawful interfering with the Plaintiff's management and control of Unis Group Inc. and the Plaintiff's conduct of the affairs of the aforesaid Unis Group Inc.
- (vi) and for an order that the costs of and incidental to this application may be paid by ALEJANDRO WEINSTOCK and ALFREDO BALLI.

AND FURTHER TAKE NOTICE that the grounds of this application are set forth in the Endorsement hereto.

Dated the *11<sup>th</sup>* day of *March* 1998.

  
A. DWIGHT PANTON  
O.L. Panton & Co.  
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: Alejandro Weinstock

AND TO: Alfredo Balli

This Notice of Originating Motion was issued by O.L. Panton & Co., Attorneys-at-Law, 350 Pansons Building, Crewe Road, P.O. Box 876, George Town, Grand Cayman, for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. OF 1998**

**IN THE MATTER OF THE COMPANIES LAW (1995 REVISION)  
AND THE MATTER OF THE UNIS GROUP INC.**

<b>BETWEEN</b>	<b>PATRICK MERY-SANSON</b>	<b>PLAINTIFF</b>
<b>AND</b>	<b>(1) ALEJANDRO WEINSTOCK</b>	
<b>AND</b>	<b>(2) ALFREDO BALLI</b>	<b>DEFENDANTS</b>

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**ENDORSEMENT**

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The Plaintiff's Claim is for:

1. A declaration that
  - (i) the First named Defendant, Alejandro Weinstock, ceased to be a director or officer of Unis Group Inc., a company incorporated under the Companies Law of the Cayman Islands on the 15th June, 1992.
  - (ii) the Resolutions allegedly passed at the Extraordinary General Meeting of Unis Group Inc., on the 16th December, 1993, were illegal and/or ultra vires the Memorandum and Articles of Association of the Company.
  - (iii) no debts were ever owed by Prodipe Inc., a company incorporated under the Companies Law of the Cayman Islands, to the First Defendant as alleged by the First Defendant or at all and accordingly Unis Group Inc. is not entitled to recover any debt or debts from Prodipe Inc.

- (iv) the General Power of Attorney allegedly given by Unis Group Inc. to the First Defendant J. Alejandro Weinstock, Moses Weinstock and the Second Defendant Alfredo Balli on the 15th September, 1995, was illegal and invalid and of no legal effect whatsoever.
  - (v) the Plaintiff is entitled to see and to be shown the Register of Members and also the Register containing the names and addresses of the Directors and Officers of Unis Group Inc. at the registered office of the company pursuant to Sections 39(1) and 54 respectively of the Companies Law (1995 Revision).
2. An Order that since there is so little confidence or no confidence at all between the Plaintiff and First Defendant, Unis Group Inc. should be wound up in accordance with the provisions of Section 93(d) of the Companies Law (1995 Revision), and a professional liquidator be appointed by the Court.
3. An injunction to restrain the First Defendant from doing the following acts or any of them:
- (i) acting or attempting to act as a director or officer of Unis Group Inc. or otherwise on behalf of that Company.
  - (ii) acting or attempting to act in pursuance of an alleged general power of attorney allegedly granted by Unis Group Inc. which said power of attorney was illegal and invalid and of no legal effect whatsoever.
  - (iii) from claiming in any Mexican Court or any other forum anywhere that Unis Group Inc. is owed sums amounting to US\$4,295,000.00, or any sum at all being debts allegedly owed to him by Prodipe Inc. which said debts the First and Second Defendants attempted to transfer to Unis Group Inc. by way of the illegal Resolutions at the Extraordinary General Meeting of Unis Group Inc. on the 16th December, 1993, hereinbefore referred to at paragraph 1(ii) hereof.

- (iv) from enforcing the two illegal Resolutions allegedly passed at the aforesaid Extraordinary General Meeting of Unis Group Inc. on the 16th December, 1993, aforesaid.
- (v) from unlawfully interfering with the Plaintiff's management and control of Unis Group Inc. and the Plaintiff's conduct of the affairs of the aforesaid Unis Group Inc.

4. Costs.

5. Further or other relief.

Dated the 11<sup>th</sup> day of March 1998.



A. DWIGHT PANTON

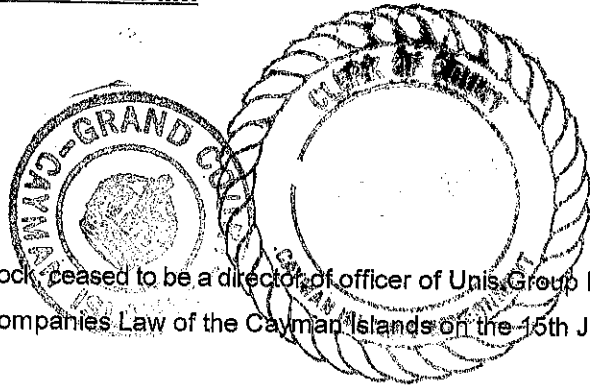
Filed by O.L. Panton & Co., Attorneys-at-Law, 350 Pansons Building, Crewe Road, P.O. Box 876, George Town, Grand Cayman, for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law.



## STATEMENT OF CLAIM

AND THE PLAINTIFF CLAIMS:

1. A declaration that
  - (i) the First Defendant, Alejandro Weinstock, ceased to be a director or officer of Unis Group Inc., a company incorporated under the Companies Law of the Cayman Islands on the 15th June 1992.
  - (ii) the Resolutions allegedly passed at the Extraordinary General Meeting of Unis Group Inc., on the 16th December, 1993 were illegal and/or ultra vires the Memorandum and Articles of Association of the Company.
  - (iii) no debts were ever owed by Prodipe Inc., a company incorporated under the Companies Law of the Cayman Islands, to the First Defendant as alleged by the First Defendant or at all and accordingly Unis Group Inc. is not entitled to recover any debt or debts from Prodipe Inc.
  - (iv) the General Power of Attorney allegedly given by Unis Group Inc. to the First Defendant J. Alejandro Weinstock, Moses Weinstock and the Second Defendant Alfredo Balli on the 15th September 1995 was illegal and invalid and of no legal effect whatsoever.
  - (v) the Plaintiff is entitled to see and to be shown the Register of Members and also the Register containing the names and addresses of the Directors and Officers of Unis Group Inc. at the registered office of the company pursuant to Sections 39 (1) and 54 respectively of the Companies Law (1995 Revision).
2. An order that since there is so little confidence or no confidence at all between the Plaintiff and First Defendant, Unis Group Inc. should be wound up in accordance with the provisions of Section 93 (d) of the Companies Law (1995 Revision), and a professional liquidator be appointed by the Court.
3. An injunction to restrain the First Defendant from doing the following acts or any of them:
  - (i) acting or attempting to act as a director or officer of Unis Group Inc. or otherwise on behalf of that Company.
  - (ii) acting or attempting to act in pursuance of an alleged general power of attorney allegedly



granted by Unis Group Inc. which said power of attorney was illegal and invalid and of no legal effect whatsoever.

- (iii) from claiming in any Mexican Court or any other forum anywhere that Unis Group Inc. is owed sums amounting to US\$4,295,000.00, or any sum at all being debts allegedly owed to him by Prodipe Inc. which said debts the First and Second Defendants attempted to transfer to Unis Group Inc. by way of the illegal Resolutions at the Extraordinary General Meeting of Unis Group Inc. on the 16th December, 1993, hereinbefore referred to at paragraph 1(ii) hereof.
- (iv) from enforcing the two illegal Resolutions allegedly passed at the aforesaid Extraordinary General Meeting of Unis Group Inc. on the 16th December, 1993, aforesaid.
- (v) from unlawfully interfering with the Plaintiff's management and control of Unis Group Inc. and the Plaintiff's conduct of the affairs of the aforesaid Unis Group Inc.

4. Costs.

5. Further or other relief.

Dated the 7<sup>th</sup> day of April 1998.



A. Dwight Panton  
O.L. PANTON & CO.

This Writ was filed by O.L. Panton & Co., Attorneys-at-Law, 350 Pansons Building, Crewe Road, P.O. Box 876, George Town, Grand Cayman, for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 180 OF 1998

BETWEEN

PATRICK MERY-SANSON

PLAINTIFF

AND

ALFREDO BALLI

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. Information required 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 if any applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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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.

\_\_\_\_\_ Yes

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Service of the Writ is acknowledged accordingly.

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[Attorney] for:  
[Defendant in person]  
Address for service:

**Please complete overleaf**

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE**  
**OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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 by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 acknowledgement of 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 Acknowledgement 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 instalments or otherwise.

***See over for notes for guidance***

***Please complete overleaf***

