

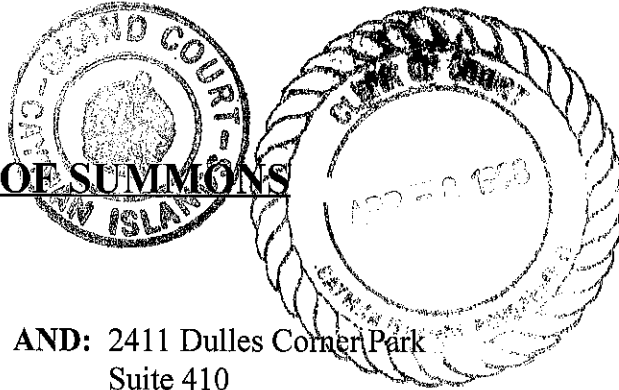
**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

CAUSE NO. <sup>236</sup> OF 1998

**BETWEEN:** HADSPHALTIC INTERNATIONAL LIMITED PLAINTIFF

**AND:** NOELL INC. DEFENDANT

**WRIT OF SUMMONS**



**TO: NOELL INC.**  
3780 Kilroy Airport Way  
Suite 350  
Long Beach,  
California 90806  
U. S. A.

**AND: 2411 Dulles Corner Park**  
Suite 410  
Herndon,  
Virginia 22071  
U. S. A.

**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 (or, if leave is required to effect service out of the jurisdiction, 28 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 8th day of April 1998.

**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.

**INDORSEMENT**

The Plaintiff claims against the Defendant for;

1. Judgment in the sum of US\$14,096.54 being the balance due and owing to the Plaintiff by the Defendant pursuant to a written contract between the Plaintiff and the Defendant dated 20th April 1996 relating to certain construction and civil works undertaken and completed by the Plaintiff at the request of the Defendant.

**PARTICULARS**

Subcontract price	US\$1,136,000.00
Plus: Agreed variations	<u>145,848.06</u>
	1,281,848.06
Less paid by Defendant	<u>1,267,751.52</u>
Balance:	14,096.54

full particulars having already been delivered to the Defendant.

2. Judgment in the sum of US\$1,082,094.42 being the amount due and owing to the Plaintiff by the Defendant in relation to an extension of time and additional payment claim by the Plaintiff against the Defendant as a result of the Defendant's breach of the said contract referred to in paragraph 1 herein, full particulars of which were delivered to the Defendant on or about 14th January 1998.

3. Alternatively, judgment in the sum of US\$1,082,094.42 by way of damages.
4. Pre-judgment interest in accordance with section 34 of the Judicature Law (1995 Revision).
5. Post-judgement interest in accordance with section 34 of the Judicature law (1995 Revision).
6. Further and/or other relief.
7. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$1,096,190.96 and US\$5,247.47 in respect of costs and fees, further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

  
**BRUCE CAMPBELL & CO.**  
Attorneys-at-Law  
for the Plaintiff