

IN THE GRAND COURT OF THE CAYMAN ISLANDS

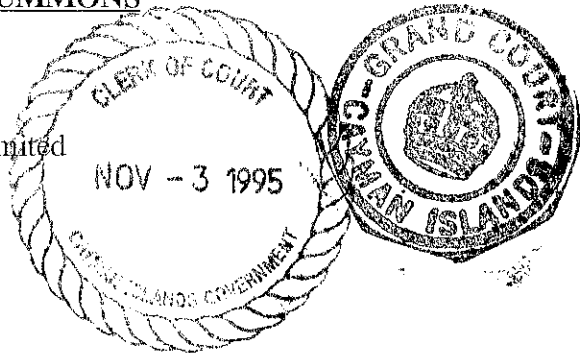
CAUSE NO: 470 OF 1995

BETWEEN: WORLD MANUFACTURING LIMITED
(in Interim Receivership) Plaintiff

AND: KINGSON LIMITED Defendant

WRIT OF SUMMONS

TO: KINGSON LIMITED
c/o Trident Trust Company (Cayman) Limited
P.O. Box 847
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 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 state, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceeding with the action and judgment may be entered against you forthwith without further notice.

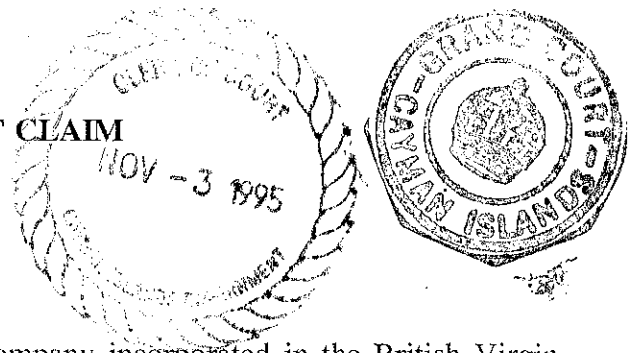
Issued this 3rd day of November, 1995

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

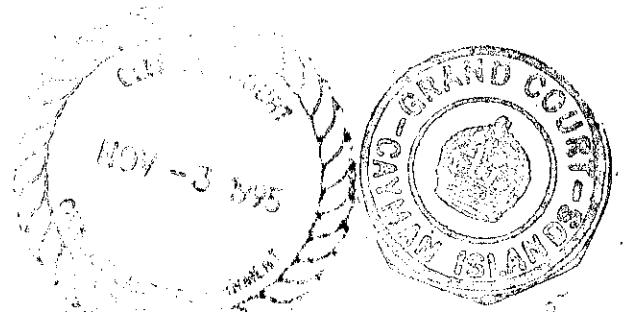
Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM



THE PLAINTIFF AND MANTOR

1. The Plaintiff is an International Business Company incorporated in the British Virgin Islands and has registered offices at Citco BVI Limited at Wickhams Cay, Road Town, Tortola, British Virgin Islands.
2. The Plaintiff was at all material times a company within the Bravo group of companies (hereinafter known as the "Bravo group") and conducted business in the State of Texas in the United States of America and through its wholly owned Texas subsidiary company Mantor Electronics Inc. (hereinafter known as "Mantor").
3. The Bravo group was engaged in international manufacturing with headquarters in El Paso, Texas and was at all material times controlled by Antonio Echegaray Costemalle (hereinafter known as "Mr. Echegaray"). It was composed of the following companies: Mantor and two other Texas incorporated companies called Lotrec Investments Inc. hereinafter known as "Lotrec") and Intracon Inc (hereinafter known as "Intracon"); four Mexican companies: Manufacturera del Bravo S.A. de C.V. (hereinafter known as "MABSA"), Bravo Electrosistemas S.A. de C.V. (hereinafter known as "BESA"), Productora de Electrosistemas S.A. de C.V. (hereinafter known as "PESA") and Bre Electronica de Mexico S.A. de C.V. (hereinafter known as "BRE"); and another company incorporated in the British Virgin Islands Manufacturera del Bravo Limited (hereinafter known as "MABL").
4. James W. Maxfield (hereinafter known as "Mr. Maxfield") who is a United States citizen resident in El Paso County Texas was a business associate of Mr. Echegaray and together with him between 1987 and 1990 formed the Bravo group. Mr. Maxfield was managing director of administration and legal affairs of the Bravo group and held various positions as an officer and director in companies within the group.
5. The Plaintiff was at all material times a holding company for the shares of Mantor and a sales and marketing company operated by Mr. Echegaray and his associates (which included his brother Alfonso Echegaray) and in which Mr. Maxfield promoted and sold services provided by the Bravo group of companies.
6. The Bravo group was principally concerned in the business of consumer electronics in which MABSA, BESA and PESA provided assembling services whilst the Texas companies of Mantor, Lotrec and Intracon provided manufacturing and consulting services and facilities, warehousing and handling facilities for duty free products awaiting export in the foreign trade zone located in El Paso County Texas.



RECEIVERSHIP ORDERS

7. On the 4th day of August, 1995 Banco Mexicano S.A.; (which is a bank licenced to undertake business in Mexico) brought an action against the Plaintiff and MABL in the High Court of Justice (Civil Division) in the British Virgin Islands in Suit No. 113 of 1995 (hereinafter called "the BVI proceedings"). On the said date the Court appointed Drew McManigle (hereinafter called "Mr. McManigle") of Houston, Texas 77005, United States of America as Interim Receiver and manager of the assets and undertaking of the Plaintiff. The said appointment provided to Mr. McManigle the power (to the exclusion of the directors) to act both within and without the jurisdiction of the High Court of Justice, British Virgin Islands on behalf of and in the name of the Plaintiff.
8. On the 31st day of July, 1995 in proceedings brought by Banco Mexicano S.A. against the Plaintiff and MABL in the District Court of El Paso County Texas in the United States of America, 205th Judicial District in Suit No. 95-8618 (together with Suit No. 94-2449 referred to in paragraph 18 below called collectively "the Texas proceedings"), the Court appointed Mr. McManigle as Receiver over all the assets, of whatever nature and wherever located, and business operations in the possession of the Plaintiff, belonging to the Plaintiff or in which the Plaintiff has or asserts an interest.

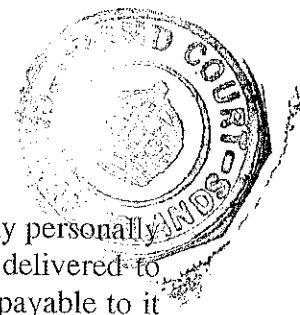
THE DEFENDANT

9. The Defendant is an exempted company incorporated in the Cayman Islands registered offices of which are at Trident Trust Company (Cayman) Limited, One Capital Place, P.O. Box 847G, George Town, Grand Cayman.
10. At all material times the Defendant was and is under the control of Mr. Echegaray and/or his associates.

THE EXPORT LOANS

11. At all material times Banco Mexicano S.A. was entitled to and did provide credit financing through an export loan program available to only qualified Mexican companies which generated Mexican exports and which met specific program eligibility requirements (hereinafter known as "export loans"). From about 1990 Mr. Echegaray, Mr. Maxfield and the companies within the Bravo group induced Banco Mexicano S.A. to provide export loans to companies within the Bravo group and obtained the renewal of the same. The Plaintiff will provide full particulars thereof on request.





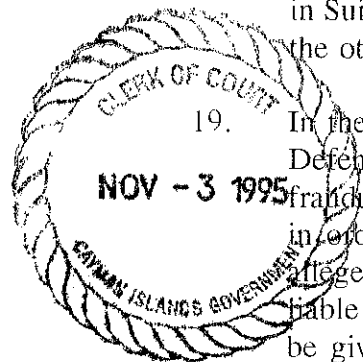
12. In consideration of a line of credit from Banco Mexicano S.A. Mr. Echegaray personally and on behalf of MABSA, BESA, PESA and the Bravo group made and delivered to Banco Mexicano S.A. a promissory note (hereinafter known as "Note A") payable to it in the sum of US\$3,364,144. The said note renewed part of a loan facility provided to the Bravo group by Banco Mexicano S.A. in or about the 1st of April, 1990.
13. On the 27th of May, 1993 Mr. Echegaray personally and on behalf of MABSA, BESA, PESA and the Bravo group made a second promissory note (hereinafter known as "Note B") payable to Banco Mexicano S.A. in the sum of US\$3,364,144.
14. The said notes were expressed to be governed by Mexican law.
15. On the 19th day of August, 1993 US\$3,364,144 became due and payable to Banco Mexicano S.A. on default in payment of Note A.
16. On the 26th day of November, 1994 the sum of US\$1,135,856 became due and payable to Banco Mexicano S.A. upon default of payment of Note B.
17. The Plaintiff will provide full particulars of the said notes and default thereon on request.

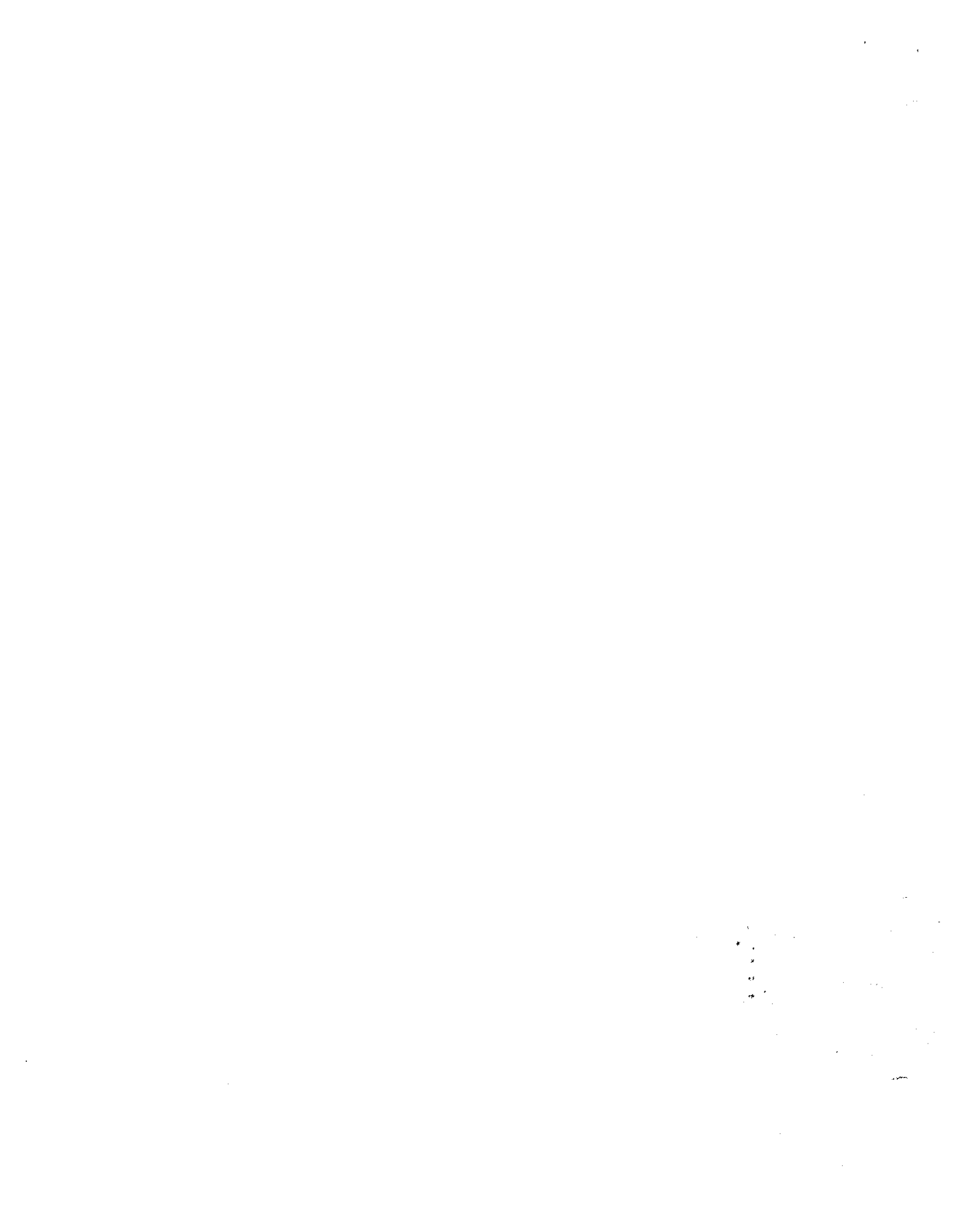
THE TEXAS PROCEEDINGS

18. On the 3rd day of March, 1994 Banco Mexicano S.A. commenced the Texas proceedings in Suit No. 94-2449 against Mr. Echegaray, Mr. Maxfield, the Plaintiff and Mantor and the other companies of the Bravo group.

19. In the Texas proceedings Banco Mexicano S.A. alleged, in summary, that each of the Defendants was engaged in fraudulent misrepresentation and conduct and conspired fraudulently to obtain loans for which they were not qualified from Banco Mexicano S.A. in order to obtain low interest financing of their businesses and investments. It also alleged that by reason of the aforesaid each of the Defendants were jointly and severally liable for repayment on the said notes. The cause of action, full particulars whereof will be given on request, included misrepresentation, inter alia, that the Bravo group had certain contracts for sale of electronic products and that the Plaintiff was owned by a well known German electronics manufacturing company.

20. On the 15th day of June, 1995 the District Court of El Paso County Texas, 205th Judicial District assumed personal jurisdiction over the Plaintiff and entered an interlocutory default judgment against it. On the 26th day of June, 1995 the said Court awarded Banco Mexicano S.A. damages, exemplary damages and attorney fees in the total sum of \$22,580,376.00.





21. On the 13th day of July, 1995 the said Texas Court gave final judgment against the Plaintiff and MABL in default of compliance with discovery and on grounds of breach of contract, perpetration of fraud against Banco Mexicano S.A., fraudulently and conspiratorially obtaining loan proceeds from the same and conspiring against it.
22. On the 13th day of July, 1995 pursuant to Banco Mexicano's motion the Court severed the default judgments against the Plaintiff and MABL entered in the original Suit No. 94-2449 and made them subject to a separate suit No. 95-8618.
23. On the 31st day of July, 1995 on the ex parte hearing of an application by Banco Mexicano S.A. in Suit No. 95-8618 the Texas Court granted an order for turnover relief and appointed Mr. McManigle as Receiver of MABL and the Plaintiff as set out hereinbefore. The Court found, inter alia, that the Plaintiff at all material times owned and owns and/or controlled Mantor.
24. No sums have been paid by the Plaintiff or MABL under these judgments.

THE BVI PROCEEDINGS

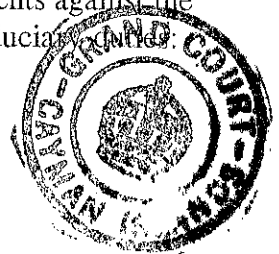
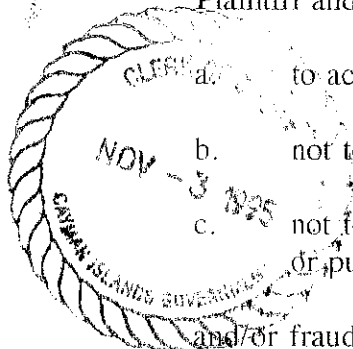
25. On the 4th day of August, 1995 Banco Mexicano S.A. brought proceedings against the Plaintiff and MABL in the High Court of Justice (Civil Division) in the British Virgin Islands for payment of part of the outstanding sums due on the Texas judgment.
26. On the same day on the ex parte application of Banco Mexicano S.A. the Court made an interim receivership order as set out herein and granted injunctions in favour of Banco Mexicano S.A. full particulars whereof will be provided on request.

TRANSFER OF THE SHARES OF MANTOR

27. On the 14th October, 1988 the Plaintiff acquired all the issued shares of the capital of Mantor, namely 1,000 shares by share certificate No. 1.
28. Pursuant to the Orders obtained in the Texas and BVI proceedings the Plaintiff sought to exercise control over Mantor and its assets. It was then alleged by Mr. Maxfield acting on purportedly acting on behalf of Mantor that the said share certificate had been surrendered on the 21st July, 1995 and cancelled and that on the same day a share certificate No. 2 had been issued to the Defendant for 1,000 shares. The said alleged transfer was registered in the Register of Members of Mantor on the 21st July, 1995 by Mr. Maxfield.

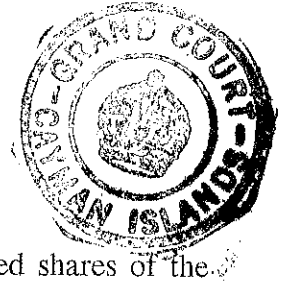


- 29. The said alleged cancellation of shares, transfer and issue was purportedly pursuant to a certificate of assignment and transfer from the Plaintiff to the Defendant ostensibly dated the 10th day of February, 1995.
- 30. The said purported transfer was made for no or no true consideration, without the concurrence of the Plaintiff, without its proper authority and for no legitimate purpose and there was no concluded or binding contract between the Plaintiff and further the Defendant and the said shares were wrongfully registered in the name of the Defendant.
- 31. In the alternative, if, which is denied, the said purported transfer was pursuant to any purported contract entered into by or on behalf of the Plaintiff by a person with authority so to do, there was no or no true consideration for the said transfer and for the alleged contract.
- 32. Further or alternatively, in the premises the Defendant, its directors, officers, servants or agents knew or ought to have known that the said shares were Trust property and that the said purported certificate of assignment and purported transfer of the said shares were executed in contemplation of and/or to defeat or delay recovery of judgments against the Plaintiff and were made without proper authority and/or in breach of fiduciary duties.



- a. to act honestly and in good faith towards the Plaintiff;
 - b. not to misapply or misappropriate the Plaintiff's property;
 - c. not to exercise powers held on behalf of the Plaintiff for any improper purpose or purposes;
- and/or fraudulently to deprive the Plaintiff of the same.

- 33. In the premises, the said shares belonged at all material times and belong beneficially to the Plaintiff.
- 34. Further or alternatively, the Defendant at all material times has held and now holds all the said shares as constructive trustee for the Plaintiff.
- 35. Further or alternatively, in the premises the Defendant is liable to the Plaintiff for compensation for breach of trust and to make good and restore the value of the said shares of Mantor and to account to the Plaintiff in respect of the Defendant's dealings with them and in particular in respect of all profits, income, receipts, dividends or other benefits received in respect of them (hereinafter called "all dividends or other property") and to pay to the Plaintiff the amounts found to be due on taking of such account together with interest thereon.

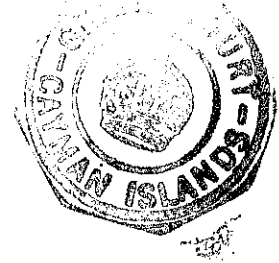


AND THE PLAINTIFF CLAIMS:

1. A declaration that the Plaintiff is the sole beneficial owner of the issued shares of the capital of Mantor purportedly issued to the Defendant. Further or alternatively, a declaration that the Defendant holds upon constructive trust for the Plaintiff absolutely all shares in the capital of Mantor standing in the Defendant's name and is liable to account to the Plaintiff in respect of the same.
2. An order that the Defendant deliver up to the Plaintiff duly endorsed for transfer to the Plaintiff the share certificate No. 2 relating to 1,000 shares of Mantor and/or any other share certificate of Mantor in the name of the Defendant.
3. An order that the Defendant duly executes and delivers a transfer of the said shares to the Plaintiff or executes such other documents and takes such other steps as are necessary or required to effect the legal transfer of the said shares to the Plaintiff and the registration of the Plaintiff as the shareholder of the same.
4. A declaration that the Defendant holds upon constructive trust for the Plaintiff absolutely all dividends or other property received, possessed or transferred to the Defendant directly or indirectly from Mantor and is liable to account to the Plaintiff for any dealings by the Defendant with the same.
5. A declaration that the Plaintiff is entitled to trace in equity and recover all dividends or other property transferred directly or indirectly to the Defendant from Mantor.
6. An order for the payment, delivery up or transfer to the Plaintiff of the dividends or other property referred to in paragraph 4 above or the proceeds thereof found to be due on taking an account together with interest thereon.
7. Such injunctions as may be appropriate to restrain the Defendant, its directors, officers, servants or agents from removing from the jurisdiction or disposing or dealing with in any way howsoever the shares, assets and property referred to in paragraphs 1 to 4 above prior to judgment in this action.
8. All necessary accounts and inquiries.
9. Such orders as may be appropriate requiring the Defendant, its directors, officers, servants or agents to disclose to the Plaintiff the nature and whereabouts of the shares, assets and property referred to in paragraphs 1 to 4 above together with all necessary information to enable the Plaintiff to join all other necessary and proper parties to this action.

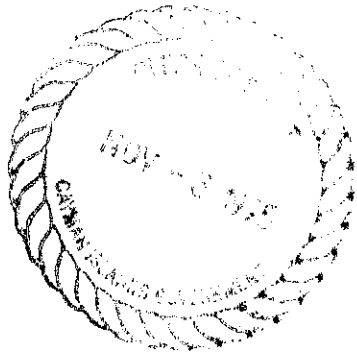


10. Such orders as may be appropriate requiring the Defendant, its directors, officers, servants or agents to disclose to the Plaintiff all necessary information to enable the Plaintiff to trace and recover the shares, assets and property referred to paragraphs 1 to 4 above.
11. Damages or alternatively compensation for breach of trust and interest thereon in equity or pursuant to statute.
12. Further or other relief.
13. Costs.



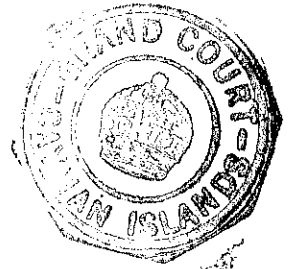
Maples and Calder

Maples and Calder



THIS WRIT was issued by Maples and Calder whose address for service is Ugland House, P.O. Box 309, George Town, Grand Cayman, Attorneys-at-Law for the Plaintiff.

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 by post to the Law Courts, P.O. Box 495G, 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

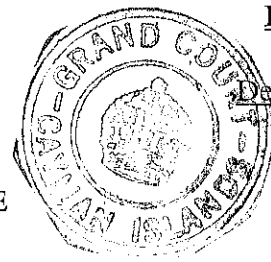
1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
"
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the 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.

BETWEEN: WORLD MANUFACTURING LIMITED
(in Interim Receivership)

Plaintiff

AND: KINGSON LIMITED

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:

Please complete overleaf

Notes on address for service

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.

Maples and Calder
P.O. Box 309
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.

[Empty box for defendant's attorney indorsement]