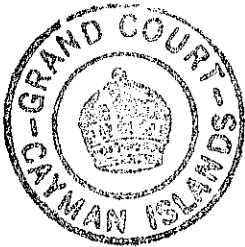


IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN
CAUSE NO. 247 OF 1995



BETWEEN: BCQS (A FIRM) PLAINTIFF
AND: MORRITT PROPERTIES CAYMAN LTD. DEFENDANT



WRIT OF SUMMONS

TO: MORRITT PROPERTIES CAYMAN LTD.
at its registered office
Truman Bodden & Co.
P.O. Box 866
George Town
Grand Cayman

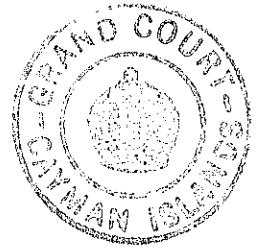
THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

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

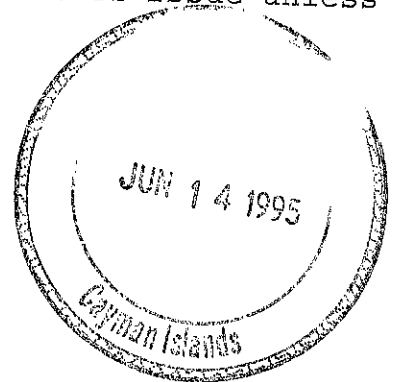
within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of 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

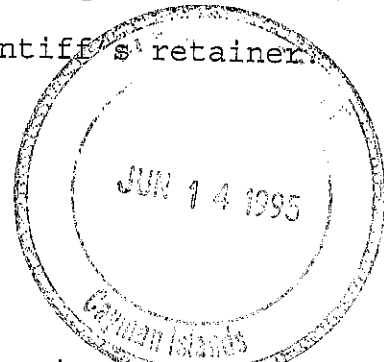


Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM



The Plaintiff's claim is against the Defendant to recover the sum of CI\$32,318.88 and interest due thereon for professional services rendered during the course of the Plaintiff's retainer.



PARTICULARS

1. The Plaintiff is a firm of chartered quantity surveyors, valuers and appraisers. It is licensed to carry on business in the Cayman Islands having its place of business at Genesis Building, George Town, Grand Cayman.
2. The Defendant is a local company licensed to carry on business in the Cayman Islands with its registered office at Truman Bodden & Co., P.O. Box 866, George Town, Grand Cayman.
3. On or about the 27th day of January, 1994 the Defendant retained the services of the Plaintiff as construction coordinator and quantity surveyors in connection with the Defendants development of buildings 18, 37 and 38 at "Morritt's Tortuga Club and Resort".
4. That the terms of the agreement referred to in paragraph 3



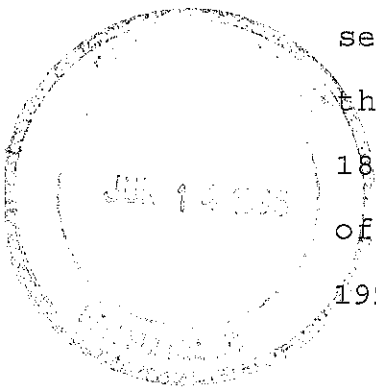
above were set out in a fee proposal dated the 27th day of January, 1994 such being governed in accordance with the terms of a previous contract between the parties for like services dated the 14th January, 1993 ("the agreement").

5. A material term of the agreement was that any request for payment made by the Plaintiff was to be met by the Defendant within 14 days of presentation of account. Over due payments (over 30 days) would attract interest at the rate of 1% per month.

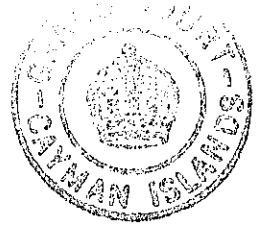
6. In accordance with the agreement the Plaintiff rendered services to the Defendant in relation to the construction of the said buildings 18, 37 and 38. Construction of building 18 commenced on the 10th day of June, 1994 and construction of buildings 37 and 38 commenced on the 20th day of July, 1994.

7. By letter dated the 28th day of July, 1994 the Defendant terminated the agreement without cause and ceased the employment of the Plaintiff as construction co-ordinator and quantity surveyors in respect of the construction of the said buildings 18, 37 and 38.

8. On the 30th day of September, 1994 the Plaintiff tendered their bill for services rendered to the Defendant in relation to construction of buildings 18, 37 and 38 and for

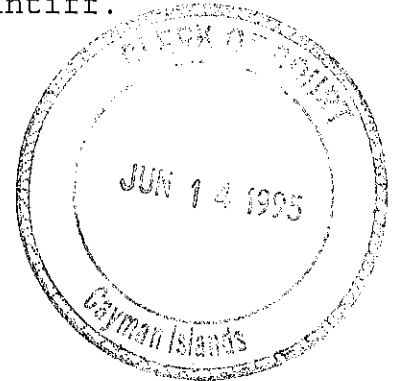


disbursements so incurred.



9. Despite demands from the Plaintiff and the Plaintiff's attorney-at-law the Defendant has failed to pay the outstanding fee notes and the sum of CI\$ is still due and owing by the Defendant to the Plaintiff.

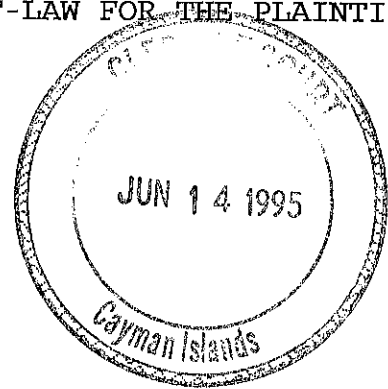
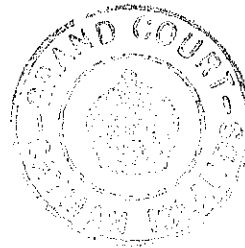
AND THE PLAINTIFF CLAIMS:-



1. The sum of CI\$32,318.88;
2. Interest thereon at the agreed rate of 1% per month from 30th October, 1994 to 31st May, 1995 in the sum of CI\$2,677.82.
3. Interest from 31st May, 1995 until date of judgment or satisfaction of CI\$10.63 per diem.
4. Interest thereon pursuant to Section 62 (1) of the Judicature Law at the rate of 8 3/8% per annum from the date of judgment until satisfaction.
6. 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.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$32,188.88 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.

Acknowledgment of service of writ of summons (O.12,r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney action 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 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.

BETWEEN: BCQS (A FIRM)

PLAINTIFF

AND: MORRITT PROPERTIES CAYMAN 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:

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.

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.
