

IN THE GRAND COURT OF THE CAYMAN ISLANDS

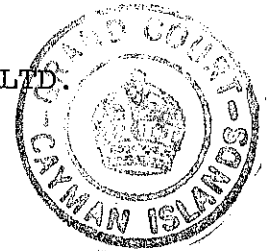
CAUSE NO. 17 OF 1996

BETWEEN: UNIT BCM CAPE LTD. PLAINTIFF  
AND: CIDESA GROUP INTERNATIONAL, INC. 1ST DEFENDANT  
AND: CIDESA, acting as agent for  
America Power Services Ltd. 2ND DEFENDANT

WRIT OF SUMMONS

TO: CIDESA Group International, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042  
U.S.A.

AND TO: CIDESA  
acting as agent for: AMERICA POWER SERVICES LTD.  
at its registered offices situate at  
Coopers & Lybrand  
P.O. Box 2871  
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 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 22<sup>nd</sup> day of January, 1996.

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**

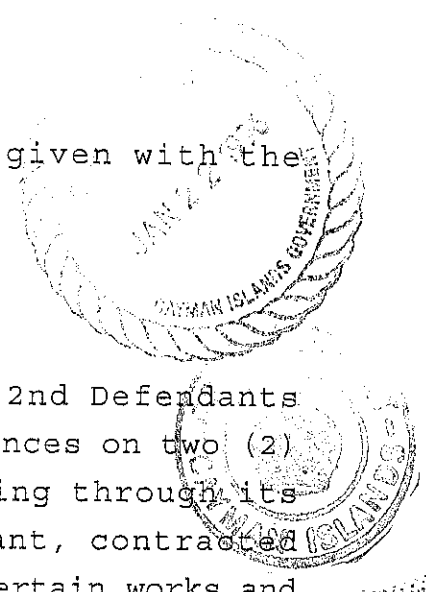
Direction for Acknowledgment of Service are given with the accompanying form.

**INDORSEMENT**

The Plaintiff's claim is against the 1st and 2nd Defendants jointly/severally to recover the over due balances on two (2) contracts through which the 1st Defendant acting through its local agent and/or subsidiary, the 2nd Defendant, contracted with the Plaintiff for the Plaintiff to perform certain works and supply certain necessary materials and equipment to facilitate the 1st Defendants contract to erect the Caribbean Utilities Company Ltd. ("CUC") Plant Extension Project

**STATEMENT OF CLAIM**

1. The Plaintiff is a Company duly incorporated company, Licensed to carry on the business of general contractors and construction managers in the Cayman Islands. Its registered office is situate at Campbell Corporate Services Ltd. P.O. Box 268, George Town, Grand Cayman and its principle place of business is situate at Unit 1, Regal House, North Church Street.
2. The 1st Defendant, is a United States Corporation registered in the State of Texas. It is a duly registered corporation carrying on the business of general contractors.



3. The 2nd Defendant is a branch, agent and/or subsidiary of the 1st Defendant. It is owned, controlled and managed by the 1st Defendant. It is a duly incorporated company licensed to carry on business in the Cayman islands as general contractors having its registered offices situate at Coopers & Lybrand, P.O. Box 2871, George Town, Grand Cayman and its principle place of business situate at Industrial Way Construction, Gate 3, Grand Cayman, B.W.I.
4. By a written agreement on or about the 20th October, 1995 (contract number 1) the 1st Defendant through the 2nd Defendant contracted with the Plaintiff to provide, inter alia, all materials, labour, insurance, tools, equipment and expendables necessary to remove Fire Hose Cabinets, and remove and relocate stairs located CUC's plant compound for the price of US\$12,378.05.
5. A material term of the contract number 1 was that payment was due to the Plaintiff by the Defendants once invoiced and no later than ten (10) days from receipt of the said invoice.
6. In accordance with contract number 1, the Plaintiff performed the necessary services and equipment and invoiced the 1st and 2nd Defendants on the 1st November, 1995. Payment was, thereby due no later than the 11th November, 1995.
7. To date neither the 1st or 2nd Defendant have made any payment at all towards contract number 1 despite numerous verbal and written request from the Plaintiff and its attorneys-at-law. The sum of US\$11,878.05 is therefore still due and owing to the Plaintiff by the 1st and 2nd Defendants.
8. By subsequent agreement made on or about the 27th November,

1995 (contract no. 2) the 1st Defendant acting through the 2nd Defendant contracted for the services of the Plaintiff to inter alia furnish all necessary materials, labour, insurance, tools, equipment, expendables and every thing else necessary to furnish a complete excavation and piling installation at the CUC Power Plant.

9. The terms of contract number 2 included that the Plaintiff would perform these services as referred to in paragraph 9 above for US\$151,460.97, and that the Defendants would provide a cash advance of US\$63,414.00 to cover the purchase of the necessary piling materials.
10. It was also a material term of contract number 2 that payment of the remaining balance due on completion would be paid when the Plaintiff presented the Defendants with the invoice and the Defendants would pay such invoice not later than 10 days from the date of receipt of invoice.
11. Subsequent to contract number 2 being initiated the Plaintiff and the Defendants revised the said contract to include the additional excavation and trim excavation required by the revised drawing ("additional works"). The Plaintiff and the Defendant in writing on or about the 27th November, 1995 agreed to the payment of US\$16,402.44 under contract no. 2 to the Plaintiff by the Defendants for this additional works.
12. That in accordance with contract number 2 including the additional works the Plaintiff performed the contract and invoiced the Defendants on 27th November, 1995 at which time the amount due and owing under contract number 2 was US\$104,448.78.
13. That by contract no. 2 the Plaintiff was due payment no later than 7th December, 1995.

14. And the sum of US\$104,448.78 is still due and owing to the Plaintiff by the 1st and 2nd Defendant under contract number 2 despite numerous written and verbal request by the Plaintiff and the Plaintiff's attorneys for settlement of this account.

AND THE PLAINTIFF CLAIMS:

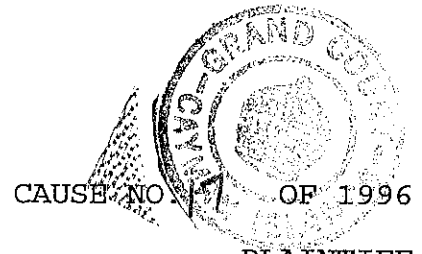
1. The sum of US\$11,878.00 due under contract number 1 since 11th November, 1995.
2. The sum of US\$104,448.78 due under contact no. 2 since 7th December, 1995.
3. Interest thereon on the several sums specified in paragraphs 1 and 2 above at the rate of 8 3/8 percent per annum from the date of judgment until satisfaction.
4. Fixed costs pursuant to Order 62 Rule (1) (c) of the Grand Court Rules of CI\$500.00 together with the cost of filing this Writ being CI\$497.76.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claim of US\$116,326.78 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys.

  
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 above named Plaintiff whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS



BETWEEN: UNIT BCM CAPE LTD. PLAINTIFF

AND: CIDESA GROUP INTERNATIONAL, INC. 1ST DEFENDANT

AND: CIDESA, acting as agent for  
America Power Services Ltd. 2ND 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.

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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 (tick appropriate box)

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 (tick box)

yes

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Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

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.

Charles Adams, Ritchie & Duckworth  
Attorneys-at-Law  
P.O. Box 709  
George Town  
Grand Cayman

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

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FILED BY: CHARLES ADAMS, RITCHIE & DUCKWORTH, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

## 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.