

IN THE GRAND COURT OF THE CAYMAN ISLANDS

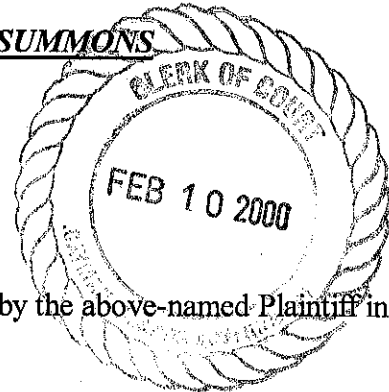
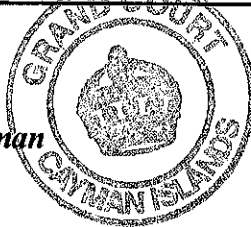
CAUSE NO. 62 OF 2000

BETWEEN AVIATION COMMUNICATIONS LTD. PLAINTIFF

AND CHARLES RUSSELL
(t/a RUSSELL TOP JOB) DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: Mr. Charles Russell
t/a RUSSELL TOP JOB
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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or 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 judgement may be entered against you forthwith without further notice.

Issued this 10th day of Feb 2000

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a duly incorporated company under the Companies Law of the Cayman Islands with its Registered Office located at 88D Owen Roberts Drive and is engaged in the business of selling and renting telecommunication equipment(s).
2. The Defendant is a Caymanian businessman trading under the name of Russell Top Job.
3. In August 1993 the Defendant contracted with the Plaintiff for the rental of several telecommunication radios.
4. In August 1996 the Defendant was indebted to the Plaintiff in respect of the said rental in the sum of CI\$5,938.00.
5. That in August 1996 the Defendant purchased from the Plaintiff five Motorola radios at a cost of CI\$825.00 each.
6. That it was a term of the agreement between the parties that the Plaintiff would discount the cost of the said sale by giving the Defendant CI\$2,000.00 credit for the trade in value of five Bendix/King telecommunication radios.
7. It was a further term of the said agreement that the Defendant would pay off his indebtedness to the Plaintiff at the rate of CI\$1,000.00 per month.
8. That in breach of the said agreement the Defendant failed and/or refused to make the agreed payments and despite demands for him to make good his obligation under the said agreement has refused so to do.
9. That by reason of the Defendant's said breach the Plaintiff has suffered loss and damage.

Particulars of Loss/Special Damages

| | | |
|-----|--|----------------------|
| (a) | Rental sum due at the 12 th August 1996 | CI\$ 5,938.00 |
| (b) | Cost of 5 Motorola radios | CI\$ 4,125.00 |
| (c) | Rental sum due since 12 th August 1996 | <u>CI\$ 116.99</u> |
| | | CI\$10,179.99 |
| | Less Discount Credited | <u>CI\$ 2,000.00</u> |
| | Balance due | CI\$ 8,179.99 |

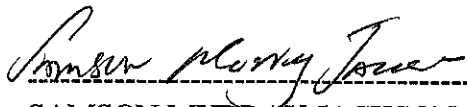
AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$8,179.99;

2. Interest at the Statutory rate of 8.38% or such other applicable rate under the Judicature Law, from the 30th November 1997 to satisfaction of the claim;
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$10,487.16 (inclusive of interest and cost) further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorneys-at-Law.

Dated this 8th day of February 2000



SAMSON MURRAY JACKSON (HDM)
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is that of their said Attorneys-at-Law, The Ground Floor (West Wing) Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

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.

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 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

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AND CHARLES RUSSELL DEFENDANT
(t/a RUSSELL TOP JOB)

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. If any information required is omitted Or given wrongly, ***THIS FORM MAY HAVE TO BE RETURNED.***

Delay may result in judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

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

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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

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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 judgement 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