

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 151 OF 1996

BETWEEN:	JOSEPH FAZIO	FIRST PLAINTIFF
AND:	SOUTHLAND FEDERAL ENTERPRISES INC.	SECOND PLAINTIFF
AND:	KHALIL KIRRISH (a.k.a. KAMIS KIRESH)	FIRST DEFENDANT
AND:	SWISS BANK AND TRUST CORPORATION LIMITED	SECOND DEFENDANT
AND:	THE BANK OF BERMUDA (CAYMAN) LTD.	THIRD DEFENDANT

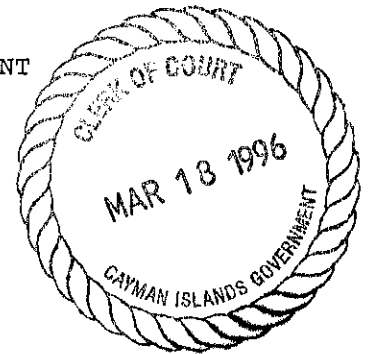


WRIT OF SUMMONS

TO: (1) KHALIL KIRRISH (a.k.a. KAMIS KIRESH)
of (ADDRESS UNKNOWN)

(2) SWISS BANK AND TRUST CORPORATION LIMITED
of Fort Street, George Town, Grand Cayman

(3) THE BANK OF BERMUDA (CAYMAN) LTD.
of Jennett Street, George Town, Grand Cayman



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

Within 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 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 18th day of March 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.

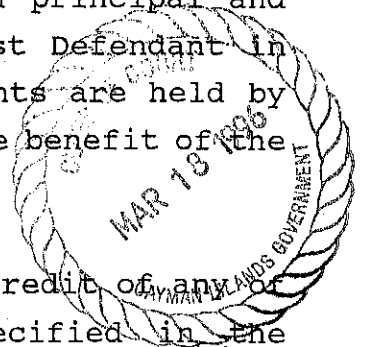
IMPORTANT

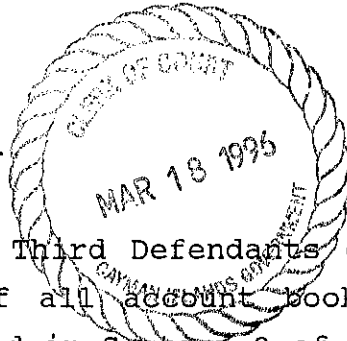
Directions for Acknowledgment of Service are given with the accompanying form.

INDORSEMENT OF CLAIM

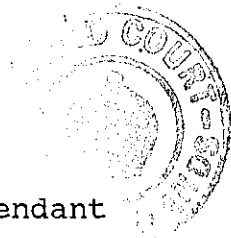
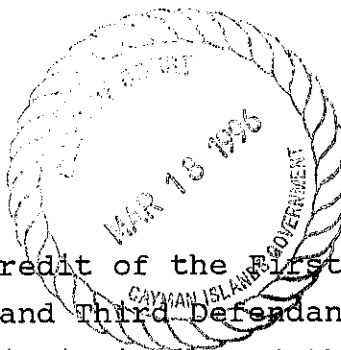
AND THE PLAINTIFFS CLAIM:-

1. As against the First Defendant US\$1,500,000.00 or such other sum as the Court may determine, being money had and received by him to the use of Plaintiff.
2. A declaration that all funds (including both principal and interest) standing to the credit of the First Defendant in account with the Second and/or Third Defendants are held by such Defendants upon constructive trust for the benefit of the Plaintiffs absolutely.
3. A declaration that all funds standing in the credit of any of the individuals, companies or entities specified in the Schedule hereto (which are alleged to be aliases of, or nominees for, or controlled by the First Defendant "the scheduled persons) in account with the Second and/or Third Defendants are held by such Defendants upon constructive trust for the benefit of the Plaintiffs absolutely.
4. Without prejudice to the generality of the foregoing, a declaration that all property held in the possession or control of the Second and/or Third Defendants, for the benefit of the First Defendant or any of the scheduled persons, are held upon constructive trust for the benefit of the Plaintiffs absolutely.
5. Alternatively, as against the First Defendant damages and/or equitable compensation for fraud and/or breach of fiduciary duty and/or damages for wrongful conversion of the funds belonging to the Plaintiffs.





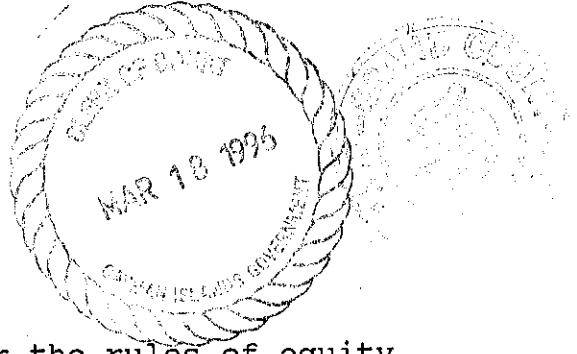
6. An Order that the Second and Third Defendants do preserve, produce, permit inspection of all ~~account~~ books, bankers' books and documents (as defined in Section 2 of the Evidence Law) in their possession, custody or power relating to any accounts held in the name of the First Defendant (or any of the scheduled persons) or any property possessed or controlled by any of them for the benefit of the First Defendant (or any of the scheduled persons).
7. All such inquiries and accounts as shall be necessary to trace in the Second and Third Defendants' possession the proceeds derived from the wrongful conversion and/or breach of fiduciary duty and/or fraud of the First Defendant.
8. An Order charging in favour of the Plaintiffs all such monies or assets in the Second and Third Defendants' possession in any accounts in the names of the First Defendant (or any of the scheduled persons) or held by them for the benefit of the First Defendant (or any of the scheduled persons) or otherwise as shall be found to represent any part of the wrongfully converted sum of US\$1,500,000.00 or such other sum as the Court may determine.
9. An Order for payment to the Plaintiffs by the First, Second and Third Defendants of all monies declared by the Court to belong to the Plaintiffs whether in law or in equity.
10. An injunction restraining the First Defendant (whether by himself, his servants or agents or otherwise howsoever) until judgment or further Order from causing or being in any way party to the transfer, removal, assignment, charging, diminution in value or disposal of:-



- (a) any funds standing to the credit of the First Defendant in account with the Second and Third Defendant Banks or any other Banks within the jurisdiction of this Court;
- (b) any funds standing to the credit of any of the individuals, companies or entities specified in the Schedule hereto in account with the Second and Third Defendant Banks or any other Banks within the jurisdiction of this Court;
- (c) any other assets located within the jurisdiction of this Court and belonging to the First Defendant whether the same be held in the name of the First Defendant or on his behalf by any trustee, nominee or agent;

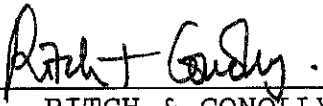
save and insofar as such assets do not exceed in value the sum of US\$1,500,000.00; and

- 11. An Order that the Second and Third Defendants be restrained (whether by themselves, their directors or other officers or agents or otherwise howsoever) until judgment or further Order, from causing or permitting the transfer, assignment, charging, diminution in value or disposal of any assets held by them in the name of or for the benefit of the First Defendant or any of the scheduled persons.
- 12. An Order that each of the Defendants do disclose to the Plaintiffs the sums or balances at present standing in any accounts at the Second and/or Third Defendants in the names of or held for the benefit of the First Defendant (or any scheduled persons).



- 13. Further or other relief.
- 14. Interest pursuant to Statute and/or the rules of equity.
- 15. Costs.

DATED this 18th day of March 1996.

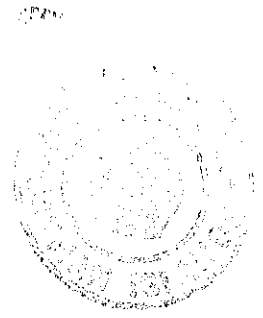


RITCH & CONOLLY
Attorneys-at-Law for
the Plaintiffs

TO: The Clerk of the Court

This Writ was issued by Messrs Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiffs herein, whose address for service is that of their said attorneys-at-law, P.O. Box 1994, Royal Bank of Canada Building, Grand Cayman.

SCHEDULE



(A) KAMIS KIRESH