

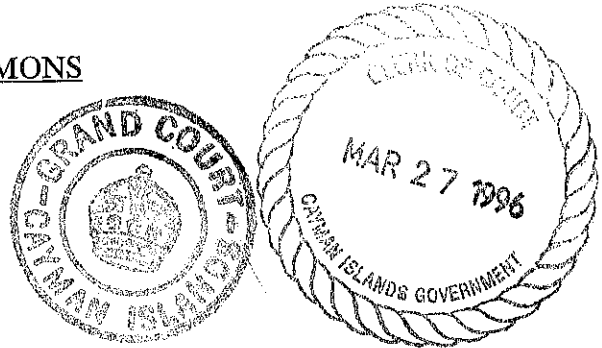
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ¹⁶⁴ OF 1996

BETWEEN: KPMG PEAT MARWICK (a firm) PLAINTIFF
AND: PROBURSA SECURITIES LTD. DEFENDANT

WRIT OF SUMMONS

TO: PROBURSA SECURITIES LTD.
c/o Bank of Bermuda (Cayman) Ltd.
British American Tower
Third Floor
P.O. Box 513 GT
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.

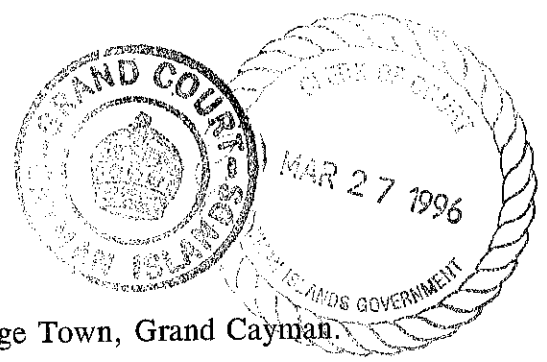
Issued this 27th day of March, 1996.

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



- (1) The Plaintiff is a firm of accountants practising in George Town, Grand Cayman.
- (2) In February 1994 the Plaintiff was engaged by the Defendant to audit its financial statements for the period ended 31st December, 1993 and to provide a report to KPMG Peat Marwick Mexico for use in connection with its audit of the Defendant's parent company's consolidated financial statements. The Defendant agreed to pay a professional fee of CI\$24,600 plus usual disbursements reasonably and properly incurred.
- (3) The Plaintiff's fees and disbursements for acting on behalf of the Defendant was CI\$26,697.91.

PARTICULARS

Invoice Number 0977/94 dated 23rd March, 1994	CI\$ 8,000.00
Invoice Number 1149/94 dated 20th May, 1994	CI\$ 8,000.00
Invoice Number 0892/95 dated 27th February, 1995	CI\$10,697.91
Paid on account 10th May, 1995	CI\$16,000.00
Balance due	CI\$10,697.91

- (4) The Defendant is indebted to the Plaintiff in the sum of CI\$10,697.91.
- (5) The Plaintiff claims interest pursuant to Section 34(1) of the Judicature Law (1995 Revision) calculated at the prescribed rate from the 10th May, 1995 as follows:

CI\$10,697.91 @ 8-3/8% from 10th May, 1995 to 31st January, 1996 -	
CI\$2.45 per day for 266 days	CI\$651.70
CI\$10,697.91 @ 7-3/8% from 1st February, 1996 to date -	
CI\$2.16 per day for 56 days	CI\$120.96

AND THE PLAINTIFF claims:

1. The principal sum of CI\$10,697.91.
2. Interest pursuant to statute in the sum of CI\$772.66 and continuing at the rate of CI\$2.16 per day;
3. Fixed costs of CI\$606.98 (including the filing fee of CI\$106.98) pursuant to GCR Order 62, rule 1.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$12,083.55 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff.