

IN THE GRAND COURT OF THE CAYMAN ISLANDS

755
CAUSE NO: OF 2001

BETWEEN: The Sanwa Bank Limited

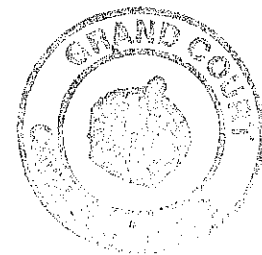
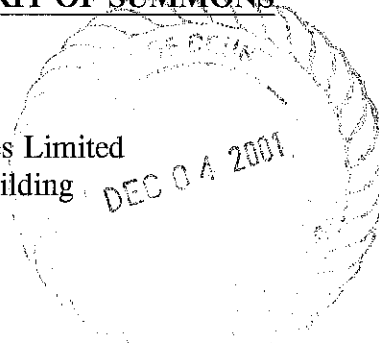
Plaintiff

AND: E Power Nippon Holdings Ltd.
(formerly EnCom Nippon Holdings Ltd.)

Defendant

WRIT OF SUMMONS

TO: E Power Nippon Holdings Ltd.
C/o Huntlaw Corporate Services Limited
PO Box 1350, The Huntlaw Building
For Street, 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 3rd day of December 2001.

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

1. On 1st October 2000 the Plaintiff and the Defendant entered into an Engagement Agreement (the "Agreement") whereby the Defendant retained the Plaintiff to render financial advisory services in connection with a potential joint venture project between Teijin Limited ("Teijin) and the Defendant.
2. Under the terms of the Agreement, the Plaintiff agreed to perform various financial advisory services in exchange for a start-up fee of US\$60,000, retainer fees of US\$20,000 per calendar month commencing 1st October 2000 and a success fee equal to the larger of (a) JPY120,000,000 and (b) 1.5% of debt amount borrowed.
3. In breach of the agreement the Defendants have failed to pay the US\$20,000 monthly retainer fee for the five month period of 1st June 2001 through 31st October 2001, the total amount due as of 31st October being US\$100,000.

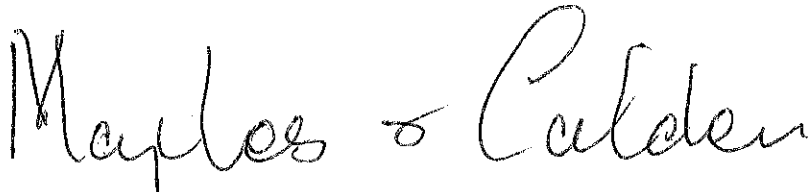
PARTICULARS

The Plaintiff is entitled to interest at the prescribed rate(s) upon the whole amount over one half the period, the amount being US\$1,302.08 ($\$100,000 \times 6.25\% \text{ p.a.} \times 5 \text{ months}/2$) for the period through 30th November 2001 and continuing at the daily rate of US\$12.33 ($\text{US}\$100,000 \times 4.5\% \text{ p.a.}/365$) from 1st December 2001 until judgment.

AND THE PLAINTIFF CLAIMS:

- (1) The principal sum of US\$100,000.
- (2) Interest of US\$1,302.08 and continuing at US\$12.33 per day from 1st December 2001.
- (3) Fixed costs of US\$1,890.24 (including Court fees).

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$103,229.31 (including interest and costs) further proceedings will be stayed.



Maples and Calder

THIS WRIT was issued by Maples and Calder, Attorneys for the Plaintiff, whose address for service is Ugland House, P.O. Box 309, George Town, Grand Cayman