

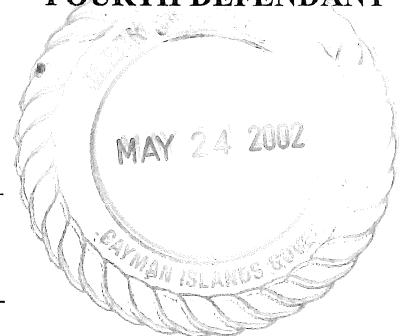
BETWEEN: SIMON M.B. PASCOE

PLAINTIFF ✓

AND:

- 1.) CHARLES QUIN
- 2.) GRAHAM HAMPSON
- 3.) ANGELYN HERNANDEZ
- 4.) Q & H CORPORATE SERVICES, LTD.

FIRST DEFENDANT
 SECOND DEFENDANT
 THIRD DEFENDANT
 FOURTH DEFENDANT



WRIT OF SUMMONS

TO: THE DEFENDANTS CHARLES QUIN, GRAHAM HAMPSON, ANGELYN HERNANDEZ AND Q & H CORPORATE SERVICES, LTD.
 P.O. BOX 1348
 GEORGE TOWN
 GRAND CAYMAN, CAYMAN ISLANDS

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 fourteen (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 495 GT, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

Issued this 24th day of May, 2002.

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 issued 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 an individual.

2. The First to Third Defendants are individuals and attorneys who, at all material times prior to 1st January 2001, practiced in partnership amongst themselves under the firm name of Quin & Hampson (“Q&H1”) and who, together own a majority and controlling interest in the Fourth Defendant.

3. The Fourth Defendant is a company incorporated under the laws of the Cayman Islands and carrying on the business of company management within the Cayman Islands.

4. In or around January or February 2001 the Plaintiff on the one hand and the First to Third Defendants on the other, orally agreed to admit the Plaintiff into the partnership and to allow him to purchase a shareholding in the Fourth Defendant all with effect from 1st January 2001 (“the Admission Agreement”). The following were express or alternatively implied terms of the Admission Agreement:
 - 4.1 That the Plaintiff would buy a 15% share of the partnership (“the 15% share”) and the Plaintiff and the First to Third Defendants would practice in partnership together also under the name of Quin & Hampson (“Q&H2”).

- 4.2 That the Plaintiff would immediately become entitled to a 15% share of Q&H2 and would be entitled to 15% of the profits of Q&H2 from 1st January 2001.
- 4.3 That the purchase price for the 15% share would be calculated by reference to the value of 15% of the goodwill of Q&H1.
- 4.4 That a valuation of the goodwill of Q&H1 as at 31st December 2000 would be undertaken by Messrs. Deloitte & Touche, George Town, Grand Cayman (“Deloitte & Touche”).
- 4.5 That the 15% share would be acquired from the First and Second Defendants.
- 4.6 That the consideration for the purchase of the 15% share would be paid over time from such portion of the profits of Q&H2 as were attributable to the Plaintiff.
- 4.7 That the Plaintiff would buy 3,300 shares in the Fourth Defendant (“the 3,300 shares”) which would be equivalent to 13.2% of the issued shares of the Fourth Defendant.
- 4.8 The purchase price for the 3,300 shares would be calculated by reference to a valuation of the Fourth Defendant.

- 4.9 That a valuation of the Fourth Defendant would be undertaken by KPMG, George Town, Grand Cayman, the auditors of the Fourth Defendant (“KPMG”).
- 4.10 That the 3,300 shares would be acquired from the First and Second Defendants with effect from 1st January 2001.
- 4.11 That the consideration for the purchase of the 3,300 shares would be paid over time from such portion of the profits of the Fourth Defendant as became attributable to the Plaintiff as the shareholder of the 3,300 shares.
- 4.12 That from 1st January 2001 the Plaintiff would be registered as the registered shareholder of the 3,300 shares (fully paid) despite the fact that the consideration for the purchase of the 3,300 shares was to be paid over time.
- 4.13 Q&H2 would carry on business pursuant to an oral partnership agreement (“the Partnership Agreement”), which would contain, inter alia, the following express or alternatively implied terms:
- 4.13.1 That the partners would share the profits of Q&H2 in proportion to their respective shares of Q&H2;

- 4.13.2 That Q&H2 would be a partnership at will with no date specified for its termination;
- 4.13.3 That capital accounts would be held in each partner's name to which would be credited any undistributed profit share accruing to the partner;
- 4.13.4 That the Plaintiff would be entitled to a fixed monthly draw of US\$10,833.00 during 2001;
- 4.13.5 That there would be additional fixed minimum quarterly payments of US\$7,000.00 to the Plaintiff, subject to there being sufficient profits generated in the appropriate quarter to pay such payments;
- 4.13.6 That each of the partners would give the other partners reasonable notice of their intention to resign or retire from Q&H2;
- 4.13.7 That each of the partners would be given reasonable notice by the other partners in the event that the other partners required a partner to retire or in the event that they wished to expel a partner from the partnership;
- 4.13.8 That on the resignation or retirement or expulsion of a partner, a valuation of the goodwill attributable to Q&H2 at the date of such resignation, retirement,

or expulsion would be prepared on the same basis as, and applying the same criteria as was adopted in, the valuation prepared at the time of the outgoing partner's assumption as a partner;

4.13.9 That the remaining partners would purchase from the outgoing partner the outgoing partner's share of the goodwill of Q&H2 at the value ascribed to it by the valuation referred to in paragraph 4.13.9 above with account to be taken of any amounts still owing in respect of the outgoing partners purchase of such share;

4.13.10 That any balances outstanding to the credit of the individual partner's capital account would be paid to the outgoing partner.

5. Pursuant to the Admission Agreement, the following occurred:

5.1 A valuation of the goodwill of Q&H1 as at 31st December 2000 was duly carried out by Deloitte & Touche. The value ascribed to the 15% share by reference to the Deloitte & Touche valuation was US\$240,000.00;

5.2 The Plaintiff was assumed as a partner as from 1st January 2001 and thereafter the Plaintiff and the First to Third Defendants practiced in partnership as Q&H2 under the terms of the Partnership Agreement;

- 5.3 The Plaintiff made certain payments to the First and Second Defendant in consideration of the purchase of the 15% share;
- 5.4 A valuation of the Fourth Defendant as at 31st December 2000 was carried out by KPMG. The value ascribed to the 3300 shares was US\$193,050;
- 5.5 The Plaintiff was registered as the shareholder of the 3,300 shares in the Fourth Defendant;
- 5.6 The Plaintiff made certain payments to the First and Second Defendant in consideration of the purchase of the 3,300 shares;
6. In or around January 2002 at a partnership meeting it was agreed between the Plaintiff and the First to Third Defendant that the Plaintiff's monthly draw would be increased to US\$12,073 with effect from 1st January 2002.
7. On 28th January 2002 at a meeting between the Plaintiff and the First and Second Defendants, the Plaintiff orally gave notice of his resignation as a partner from Q&H2 to be effective at the expiry of a 3 month period from 28th January 2002 or such shorter period as was agreed between the Plaintiff and the First to Third Defendants. In the course of this meeting it was made clear by the Plaintiff that he intended to continue to work for the benefit of Q&H2 until

the expiry of such period of notice.

8. No such shorter period of notice was agreed between the Plaintiff and the First to Third Defendants and by a letter dated 29th January 2002 which was delivered to the Plaintiff on the same day, the First to Third Defendants, in breach of the provision referred to in paragraph 4.13.7 above expelled the Plaintiff from Q&H2 with immediate effect and informed him not to return to the premises occupied by Q&H2.
9. As a consequence of the Plaintiff's notice referred to in paragraph 7 above the Plaintiff ceased to be a partner of Q&H2 on the 28th April 2002. Since then the First to Third Defendants have continued to practice in partnership together also under the name of Quin & Hampson ("Q&H3").
10. In breach of the provisions of the Partnership Agreement referred to in paragraphs 4.13.4 and 4.13.5 above, the First to Third Defendants have refused to pay the Plaintiff his fixed monthly draw and his quarterly share of the profits of Q&H2 for the period to 28th April 2002.
11. Despite requests, and in breach of their fiduciary duties and/or other obligations to the Plaintiff, the First to Fourth Defendants have refused to disclose to the Plaintiff information about the financial affairs of Q&H2 and/or the Fourth Defendant subsequent to 29th January 2002 or to account to him for profits made and/or dividends declared since then.

12. Pending discovery and/or interrogatories, the best particulars that the Plaintiff is able to give of the present loss caused to him by the breaches of the Partnership Agreement and/or breaches of duty and/or breaches of contract of the First to Fourth Defendants are as follows:
 - 12.1 Non-payment of fixed monthly draw plus pension contributions and health insurance for February, March, April 2002 being the sum of US\$37,197;
 - 12.2 Non-payment of quarterly payment for the last quarter of 2001 and the first quarter of 2002 being the sum of US\$14,000.00;
 - 12.4 At a date unknown to the Plaintiff but believed to be between 29th January 2002 and 4th April 2002 the Fourth Defendant declared and paid a dividend of US\$146,293.15. As the holder of 3,300 shares in the Fourth Defendant the Plaintiff should have received a dividend of US\$19,310.69 which the Fourth Defendant unlawfully and illegally refuses to pay.
13. In breach of the provisions referred to in paragraph 4.13.9 and 4.13.10 above the First to Third Defendants have refused to pay the Plaintiff:
 - 13.1 his share of the goodwill of Q&H2; and

13.2 the balance outstanding on the Plaintiff's capital account.

14. In the circumstances the Plaintiff is entitled to interest on such share of the profits made by Q&H3 as the Court may find to be attributable to the use of his share of the partnership assets or to interest at the rate of 10% per annum on the amount of his share of the partnership assets in accordance with the provisions of Section 42 of the Partnership Law (1995 Revision). Further and/or alternatively the Plaintiff is entitled to and claims interest on all sums as to be awarded to him pursuant to Section 34 of the Judicature Law (1995 Revision) at such rate and for such period as the Court thinks fit.

AND THE PLAINTIFF CLAIMS:

AGAINST THE FIRST TO THIRD DEFENDANTS:

- (1) An inquiry as to damages for breach of the Partnership Agreement and an Order for payment of such sum as may be found due on the inquiry together with interest pursuant to Section 34 of the Judicature Law (1995 Revision) or the Court's equitable jurisdiction at such rate and for such period as the Court thinks fit.
- (2) An Account of what is due to the Plaintiff upon his retirement from Q&H2 and an order for payment of such sums as may be found due on the taking of the Account, together with interest pursuant to Section 34 of the Judicature Law (1995 Revision) or pursuant to the equitable jurisdiction of the Court at such rate for such period as the Court thinks fit.

- (3) An Account and/or Inquiry pursuant to Section 42 of the Partnership Law (1995 Revision) as to:
- (a) such share of the profits of Q&H3 made since the Plaintiff's retirement as is attributable to the use of Plaintiff's share of the partnership assets; and
 - (b) the amount of the Plaintiff's share of the total assets of the partnership.
- (4) An order for payment of such sum as may be found due on the taking of the Account referred to in paragraph 3(a) above together with interest pursuant to Section 34 of the Judicature law (1995 Revision) or pursuant to the equitable jurisdiction of the Court at such rate or for such period as the Court may think fit.
- (5) Alternatively to paragraph (4) above an order for payment of interest at the rate of 10% per annum on such sum as may be found due on the taking of the Account referred to in paragraph (4)(b) above pursuant to Section 42 of the Partnership Law (1995 Revision).

AGAINST THE FOURTH DEFENDANT:

- (6) An Order for payment of the sum of US\$19,310.69 as referred to in paragraph 12.4 above.

- (7) Interest on the said sum of US\$ 19,310.69 from the date of declaration of the dividend until payment pursuant to Section 34 of the Judicature Law (1995 Revision).
- (8) An Account and /or Inquiry as to what other dividends have been paid by the Fourth Defendant and an Order for payment of any further or other dividends found to be owing to the Plaintiff on the taking of such Account and/or Inquiry.

AGAINST ALL DEFENDANTS:

- (9) Such further or other relief as this Honourable Court thinks fit.
- (10) Costs.

Dated: This 24th day of May, 2002



**CAMPBELLS, Attorneys at Law for
the Plaintiff**