

IN THE GRAND COURT OF THE CAYMAN ISLANDS

279
CAUSE NO. OF 2003

BETWEEN: (1) PURE AIR LTD.
(2) PMIG LTD. **PLAINTIFFS**

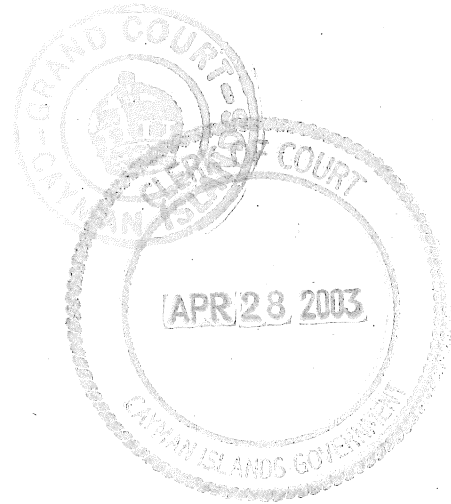
AND: (1) KEVIN HARTMANN
(2) ROBIN HARTMANN **DEFENDANTS**
(3) CI STRUCTURES LTD.

WRIT OF SUMMONS

TO: Mr. Kevin Hartmann
P.O. Box 841 GT
Grand Cayman

AND TO: Mrs. Robin Hartmann
P.O. Box 841 GT
Grand Cayman

AND TO: CI Structures Ltd.
P.O. Box 10335 APO
Grand Pavilion Commercial Centre
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 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 28th day of April, 2003.

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 the order of the Court.

IMPORTANT

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

INDORSEMENT

The Plaintiffs claim, *inter alia*:-

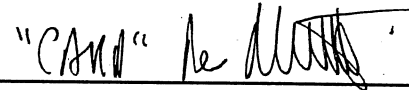
1. Damages from the Defendants jointly and severally for negligence arising out of and in connection with the improper and/or unsafe removal of an oxygen tank, belonging to the Plaintiffs and located at a secure site provided by licence to the Plaintiffs by the Cayman Islands Hospital; and further damages resulting from the improper and/or unsafe transport of the said oxygen tank; and further damages for negligence in handling, moving, or otherwise dealing with the said oxygen tank without proper or testing safeguards in place and otherwise without notice to the Plaintiffs; such damages in excess of CI\$80,000.
2. Damages from the Defendants jointly and severally arising out of and in connection with the Defendants interference in contractual relations between the Plaintiffs and the Cayman Islands Hospital to wit: directly or indirectly interfering with the contract in place between the Plaintiffs and the Cayman Islands Health Services originally entered into between the Plaintiffs and the Cayman Islands Health Services on 14th December 1990 and renewed annually since that date, such contract continuing in place to the present date.
3. Damages from the Defendants jointly and severally arising out of and in connection with the Defendants for inducing a breach of contract arising out of the contract referred to in paragraph 2 above.
4. Damages from the Defendants jointly and severally arising out of and in connection with the Defendants interference in contractual relations between the Plaintiffs and

the various customers of the Plaintiffs, to wit: directly or indirectly interfering with the contract either written or verbal in place between the Plaintiffs and their customers, the particulars of which to be proven at the trial of this action.

5. Damages from the Defendants jointly and severally arising out of and in connection with the Defendants inducing a breach of contract arising out of the contract referred to in paragraph 4 above.
6. Damages from the Defendants jointly and severally for tortious conspiracy arising out of and in connection with an agreement entered into by the Defendants for a joint plan or common design with the intention of undermining or otherwise harming the business interests of the Plaintiffs.
7. Damages against the 1st and 2nd Defendants jointly and severally for breach of fiduciary duty as a result of the 1st Defendant's position as an officer, managing director and member of the board of the Plaintiffs and as a result of the 2nd Defendant's position of trust as an employee of the Plaintiffs, including knowledge of customer lists and confidential information.
8. Damages against the 1st Defendant for the tort of deceit arising out of and in connection with the 1st Defendant knowingly making false representations made to the Plaintiffs with the intention of deceiving the Plaintiffs and which representation materially induced the Plaintiffs not to act, resulting in damages, to wit: the 1st Defendant's assurance to the Plaintiffs prior to the termination of his engagement that he was not carrying on any business in his own right or otherwise using his position with the Plaintiffs for his personal benefit.
9. An order restraining the Defendants and their agents or servants from providing oxygen or gas products or any other services to the Cayman Islands Hospital which are provided for in the contract currently extant between the Plaintiffs and the Cayman Islands Hospital dated 14th December 1990 and currently in force by operation of renewal; and further for an order restraining the Defendants from entering into any agreements with any existing customers of the Plaintiffs, with whom the Plaintiffs have existing contractual relations, and further any existing

customers with whom the Plaintiffs have existing contractual relations which currently have in their possession tanks belonging to the Plaintiffs; and further an order restraining the Defendants from making any use whatsoever from the confidential information which they possess relating to the Plaintiffs' customer lists or existing business relationships in the Cayman Islands, with a view towards entering into agreements with any of them.

10. Pre-judgment and post-judgment interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debt (Rate of Interest) Rules.
11. Such further and other damages as may arise and be proved at the trial of this Cause and such further and other relief as this Honourable Court may allow.
12. Costs.



Charles Adams, Ritchie & Duckworth
Attorneys-at-Law for the Plaintiffs

THIS WRIT was issued by Charles Adams, Ritchie & Duckworth, 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 709G, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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AND:	(1) KEVIN HARTMANN (2) ROBIN HARTMANN (3) CI STRUCTURES LTD.	DEFENDANTS

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

Important. Read the accompanying direction 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 judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

2. State whether the Defendant intends to contest the proceedings (tick 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 judgment entered by the Plaintiff (tick box).

Yes

Service of the Writ is acknowledged accordingly

(Signed)
[Attorney] for
Address for Service:

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiffs' attorney (or by Plaintiff is suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie &
Duckworth
PO Box 709
Mary Street, Zephyr House
George Town,
Grand Cayman

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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.