



IN THE GRAND COURT OF THE CAYMAN ISLANDS

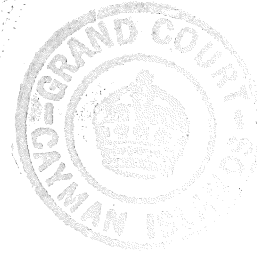
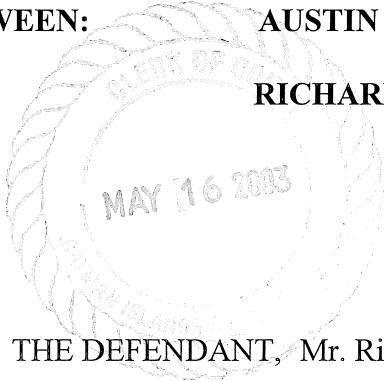
CAUSE NO: 323 OF 2003

BETWEEN: AUSTIN INTERNATIONAL INC.

PLAINTIFF

AND: RICHARD CHRISTIANSEN

DEFENDANT



WRIT OF SUMMONS

TO: THE DEFENDANT, Mr. Richard Christiansen, P.O. Box 1808, 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 Acknowledgement of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the acknowledgment within his 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 judgement may be entered against you forthwith without further notice.

Issued this 15th day of May 2003.

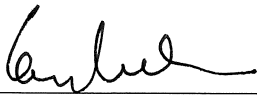
NOTE – This writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the court.

STATEMENT OF CLAIM

1. The Plaintiff herein is the Defendant in proceedings before the Grand Court in Cause no. 438 of 2003 ("the Proceedings"). In the Proceedings, Austin International Inc claimed against Quarry Products Limited the sum of \$325,887, being a sum due from Quarry Products Limited in respect of goods sold and delivered by Austin International Inc. The Proceedings were settled by way of an agreement and consent order, (the " Consent Order" under which Quarry Products Limited agreed to pay to Austin International Inc. the sum claimed by Austin International Inc. against Quarry Products Limited, being US\$325,887 along with interest of US\$31,200. The aforementioned sums are to be paid in 19 monthly installments the first being due on the 29th March 2002, the last being due on 29th September 2003.
2. By way of security for the obligations of Quarry Products Limited and the aforementioned settlement, Mr. Richard Christiansen, the major shareholder and a director of Quarry Products Limited entered into a personal guarantee dated 21st March 2002 ("The Guarantee") in favour of Austin International Inc. Under the terms of the Guarantee, Mr. Christiansen guaranteed that Quarry Products Limited would perform the terms of the Consent Order and that if it failed to do so he would make any payments due under the terms of the Consent Order. In effect, Mr. Christiansen would be liable for the default of Quarry Products Limited. Mr. Christiansen further agreed to indemnify Austin International Inc. in respect of any losses, damages, claims costs and expenses to which it may incur or suffered by reason of being required to take any steps to enforce the Consent Order.
3. As at the date hereof, Quarry Products Limited is in arrears under the terms of the payment schedule appended to the Consent Order in the sum of US\$48,350.00.
4. Under the terms of the Guarantee Mr. Richard Christiansen is liable for that sum and any such further sum as may fall due under the terms of the Consent Order and as may remain unpaid.
5. On 16th April 2003, a demand was made for Mr. Christiansen to pay the arrears currently then owed by Quarry Products Limited in relation to the Consent Order. Despite that demand, no sums have been paid by Mr. Christiansen under the terms of the Guarantee or at all.
6. In breach of contract, Mr. Christiansen has failed to comply to the terms of the Guarantee by making payment of such sums are outstanding from Quarry Products Limited under the terms of the Consent Order.
7. As a result of such breach of contract, the Plaintiff has suffered loss and damage amounting to US\$48,350.00 to the date hereto and such further sums as may fall due under the terms of the Consent Order and which remain unpaid.
8. The Plaintiff claims interest on the sum of US\$48,350.00 at a rate of 6 ¼% pursuant to Section 34 Judicature Law and on such further sums as may fall due under the terms of the Consent Order and which remain unpaid as at the date of judgment herein.

AND THE PLAINTIFF

1. Claims Damages for breach of contract in the sum of US\$48,350.00.
2. Damages for breach of contract.
3. Interest to Section 34 Judicature law.
4. Costs.



CAMPBELLS

Dated this 15th day of May 2003

IMPORTANT

Directions for acknowledgment of service are given with the accompanying form.

THIS WRIT was issued by Campbells, whose address for service is P.O. Box 884GT, 4th Floor Scotia Bank Building, George Town, Grand Cayman.