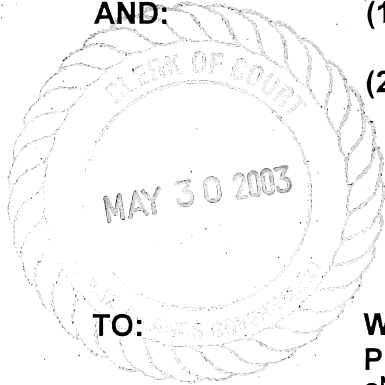


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 367 OF 2003

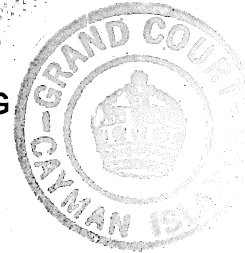
BETWEEN: (1) R.A. MURRAY INTERNATIONAL
(2) RANGER INTERNATIONAL LIMITED
PLAINTIFFS

AND: (1) WEST INDIAN AGGREGATES LTD.
(2) QUARRY PRODUCTS LTD.
DEFENDANTS



WRIT OF SUMMONS

TO: WEST INDIAN AGGREGATES LTD.
P.O. BOX 822GT
2ND FLOOR, WEST WIND BUILDING
GEORGE TOWN,
GRAND CAYMAN.



AND TO: QUARRY PRODUCTS LTD.
P.O. BOX 680GT
196 SHEDDEN ROAD
GEORGE TOWN,
GRAND CAYMAN.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claims 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 30th day of May, 2003.

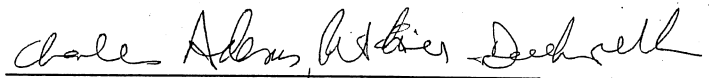
NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by the order of the Court.

IMPORTANT

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

INDORSEMENT

The 1st Plaintiff's claim as against the 1st and/or 2nd Defendants is for the sum of US\$77,955.05 pursuant to an oral agreement for the supply of service by the 1st Plaintiff to the 1st and/or 2nd Defendant; the 2nd Plaintiff additionally claims as against the 1st and 2nd Defendants the sum of US\$203,991.10 pursuant to an oral agreement entered into between the 2nd Plaintiff and the 1st and 2nd Defendants for the supply of goods by the 2nd Defendant to the 1st and 2nd Defendants; the 1st Defendant additionally claims against the 1st Defendant the sum of US\$14,940.75 pursuant to the oral agreement between the 1st Plaintiff and the 1st Defendant whereby the 1st Defendant undertook to be liable for the cost of recalibration of a weigh scale and the premium paid for the purchase of a policy of insurance covering the shipment of goods to the 1st and 2nd Defendants; the Plaintiffs further claim interest pursuant to Section 34 of the Judicature Law (2002 Revision) and the rules made thereunder, and 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

367
CAUSE NO. OF 2003

BETWEEN: (1) R.A. MURRAY INTERNATIONAL
(2) RANGER INTERNATIONAL LIMITED
PLAINTIFFS

AND: (1) WEST INDIAN AGGREGATES LTD.
(2) QUARRY PRODUCTS LTD.
DEFENDANTS

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

Important. Read the accompanying Delay may result in judgment being direction and notes for guidance carefully entered against a Defendant whereby he before completing this form. If any may have to pay the costs of applying to information required is omitted or given set it aside. wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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 Plaintiffs (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 if suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie & Duckworth
PO Box 709 GT
George Town, Grand Cayman
Cayman Islands

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

[Empty box for Defendant's Attorney indorsement]

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

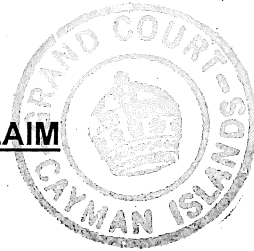
CAUSE NO. 367 OF 2003

BETWEEN: (1) R.A. MURRAY INTERNATIONAL
(2) RANGER INTERNATIONAL LIMITED

PLAINTIFFS

AND: (1) WEST INDIAN AGGREGATES LTD.
(2) QUARRY PRODUCTS LTD.

DEFENDANTS



STATEMENT OF CLAIM

THE PARTIES

1. The 1st Plaintiff is a company incorporated in the Province of Nova Scotia, on the 2nd day of February 1998 and is licensed to carry on the business of multi-disciplined engineering, procurement and project management specializing in designing, building and financing projects in the Caribbean.
2. The 2nd Plaintiff is a company incorporated in Barbados on the 8th day of February 2000 and is licensed and authorized to carry on the business of supplying and delivering rock products for distribution to the Construction industry in all non-Caricom countries in the Caribbean. The 2nd Plaintiff is a wholly owned subsidiary of the 1st Plaintiff.
3. The 1st Defendant is an ordinary resident company incorporated in the Cayman Islands on the 1st May, 2001 with registered office at P.O. Box 31194SMB, Grand Cayman. At all material times, the beneficial owners of the 1st Defendant were represented to the Plaintiffs to be Messrs. Richard Christiansen, ("Dick Christiansen"), John MacKenzie and Andreas Ugland.

4. The 1st Defendant was incorporated to import and to distribute in the Cayman Islands Canadian granite products purchased from the 1st and 2nd Defendants.
5. The 2nd Defendant is an ordinary resident company incorporated in the Cayman Islands on the 27th March, 1984. Dick Christiansen is a beneficial shareholder of the 2nd Defendant.
6. At all material times, the businesses of the 1st and 2nd Defendants were conducted in such a manner that the Plaintiffs were led to believe and, in fact, did believe that the 1st and 2nd Defendants shared a common ownership and control and that the director/s of the 1st Defendant were authorized to act for and on behalf of the 2nd Defendant and *vice versa*.

THE AGREEMENT FOR SERVICES

7. In or about February, 1998 Dick Christiansen for and on behalf of the 2nd Defendant entered into a verbal agreement with Richard Murray, the President of the 1st Plaintiff whereby it was agreed that the 1st Plaintiff would design an aggregate import depot facility for construction in East End for the purpose of submitting a proposal to the Cayman Islands Government, ("the Aggregate Import Depot Facility"), payment for which would be made by the 2nd Defendant. The design for the Aggregate Import Depot Facility was modified on several occasions at the request of Dick Christiansen.
8. On or about the 1st January, 2001, John MacKenzie on behalf of the 2nd Defendant issued instructions to the 1st Plaintiff to design for construction in East End a multi-purpose bulk port facility to handle the shipment of cargoes such as cement, oil, container traffic and aggregates into and out of the Cayman Islands. The basic design delivered to the 2nd Defendant on or about August 2001 was arrived at after various communications between Richard Murray for the 1st Plaintiff and John MacKenzie for and on behalf of the 1st and/or 2nd Defendant.

9. Additionally, the 1st Plaintiff, acting on the instructions of the 1st and/or 2nd Defendant, created a model of the proposed Dock on the basis of a conceptual and preliminary design. On or about 19 September 2001 John MacKenzie for and on behalf of the 1st Defendant verbally agreed to pay the fees and disbursements relating to the model of the proposed Dock.

FEES AND DISBURSEMENTS INCURRED PURSUANT TO THE AGREEMENT FOR SERVICES

10. The total cost of the 1st Plaintiff's professional services and disbursements for designing the Aggregate Import Depot Facility and the proposed Dock, inclusive of engineering and management fees between the period 1 January 2001 and 31 August 2001 (and prior to this period with respect to travel costs and incidentals) is US\$92,976.42 represented by invoice numbers 15.450 dated the 20th July, 2001 for the sum of US\$25,021.37; and 15.454 dated the 31st August, for the sum of US\$67,955.05.
11. The cost for creating the model is US\$10,000.00 as represented by invoice number 12.458 dated the 28th August, 2001.
12. On the 19th September, 2001 Uglund Finance Limited, ("Uglund Finance"), a company in which Andreas Uglund has an interest, for and on behalf of the 1st and/or 2nd Defendant paid the sum of US\$25,011.37 to the 1st Plaintiff by way of a bank transfer in settlement of the 1st Plaintiff's invoice number 15.450 for engineering and management services and disbursements provided up to the 28th February, 2001.
13. Notwithstanding the 1st Plaintiff's demands for payment, the 1st and 2nd Defendants, in breach of their agreement with the 1st Plaintiff has failed and/or refused to pay the balance of US\$77,955.05 which sum remains due and owing. The 1st Plaintiff further claims interest on this sum from the 31st day of August, 2001, to the date of payment of final payment.

THE AGREEMENT FOR THE SALE OF GOODS

14. Pursuant to a verbal agreement made between Richard Murray for and on behalf of the 2nd Plaintiff and Dick Christiansen for and on behalf of the 2nd Defendant in or about June 2000 the 2nd Plaintiff agreed to supply to the 2nd Defendant aggregates consisting of sand and stone at a cost to be fixed and agreed between the parties and paid for by the 2nd Defendant, ("the Agreement"). It was further agreed that payment of the cost of aggregates, together with the cost of ocean freight would be paid as follows:
- 10% of the total sum of the Pro Forma Invoice to be paid upon placing the purchase order;
 - 50% of the total sum of the Pro Forma Invoice to be paid on or prior to loading the vessel;
 - 40% of the final Invoice to be paid 30 days from the date of loading.
15. Subsequent to its incorporation, the 1st Defendant assumed responsibility for and acquired the benefit of the verbal agreement referred to at paragraph 14 above and acted upon such agreement in the manner set out below.
16. In preparation for the purchase and shipment of aggregates to the 1st Defendant, John MacKenzie on behalf of the 1st Defendant accompanied by Dr. Alfred Benjamin, the Chief Agriculture and Veterinary Officer for the Cayman Islands, traveled to Bayside Quarry, New Brunswick, Canada in May, 2001 for the purpose of inspecting the sand and stone offered for sale and export to the Cayman Islands by the 2nd Plaintiff. John MacKenzie and Dr. Alfred Benjamin were shown the actual materials and were also given a set of gradations and provided with test results verifying the grain size of the sand and the No. 67 stone.

17. On or about the 5th June, 2001 during a telephone conversation initiated by Dick Christiansen and John MacKenzie with Richard Murray, the quality of the sand provided from Bayside Quarry was again discussed and the fineness modules were noted to be 2.3 to 2.35. Prior to the time of delivery, no objection was made to the quality of the sand either at the time of inspection or subsequently.
18. Based on representations made and instructions issued by John MacKenzie for the 1st Defendant, on or about the 24th August, 2001, the 1st Plaintiff purchased charter party insurance from insurance brokers Fraser & Hoyt Insurance Limited to cover the shipment of 6 shiploads of aggregates into the Cayman Islands over a 12 month period expiring on the 26th August, 2001 at a cost of US\$12,000.00.
19. On or about the 14th June, 2001, the 2nd Plaintiff in furtherance of its agreement with the 1st and/or 2nd Defendant's to sell and deliver aggregates to them in the Cayman Islands, issued the Revised Pro Forma Invoice in the amount of US\$499,130.00.
20. On or about the 9th August, 2001 the sum of US\$49,913.00 was transferred from Uglan Finance for and on behalf of the 1st Defendant to the account of the 2nd Plaintiff as payment of the required 10% deposit on the Revised Pro Forma Invoice.
21. On or about the 22nd August, 2001 Uglan Finance on behalf of the 1st Defendant transferred to the account of the 2nd Plaintiff the further sum of US\$249,565.00 as payment of the required 50% of the total sum on the Revised Pro Forma Invoice.
22. Prior to shipment, the Plaintiffs learned that the 1st Defendant did not have a licence to import aggregate into the Cayman Islands. Consequently, the Plaintiffs were advised by Dick Christiansen of the 2nd Defendant to re-issue the invoice for the sale and shipment of aggregates in the name of the 2nd Defendant.

23. Pursuant to the Agreement, the aggregates were shipped to the 1st Defendant in care of the 2nd Defendant via the motor vessel Navios Pioneer on or about the 27th August, 2001 and delivered the following to the Defendants on or about the 4th day of September 2001 in accordance and with the agreed specifications:

18,306.75 metric tonnes of ASTM No. 67 Stone @ \$7.80 per metric tonne;
19,000 metric tonnes of ASTM C-33 Concrete Sand @ \$8.38 per metric tonne.

24. The purchase price of the ASTM No. 67 Stone is US\$142,792.65 and the purchase price for the Concrete Sand is US\$159,220.00. Ocean freight calculated at the gross weight of 37,306.75 metric tonnes was billed at a cost of US\$201,456.45 resulting in the total cost of US\$503,469.10, represented by Invoice #001 dated 28th August, 2001, ("the Final Invoice").

25. Notwithstanding the 2nd Plaintiff's demands to the Defendants for payment and in breach of their agreement, the Defendants have failed and/or refused to pay the balance due on its Final Invoice of US\$203,991.10, which sum remains due and outstanding.

26. It was further agreed that the 1st Defendant would pay the demurrage charges incurred in connection with the shipment of aggregates to the Cayman Islands. On the 1st March, 2002 the 1st Defendant paid to Navios Handybulk Inc. the sum of US\$13,858.75 for demurrage charges with respect to the shipment of the said aggregates.

27. Prior to 27th August, 2001, the 1st Defendant instructed the 1st Plaintiff to recalibrate the weigh scale that was being shipped on the Navios Pioneer. The 1st Plaintiff, acting upon these instructions, carried out the work necessary to recalibrate the weigh scale at a cost of US\$2,940.75, which sum was billed to the 1st Defendant by invoice number 15.455 dated the 29th August, 2001. No payment has been made to the 1st Plaintiff towards this sum.

28. Notwithstanding the Defendants' inspection of goods at the Bayside Quarry in May, 2001 and their subsequent acceptance thereof, the Defendants on or about the 1st October, 2001, sought to reject the sand on the basis that it did not meet the required specification. The sand delivered pursuant to the agreement was within the ASTM C33 standard and was fit for the purpose intended. In fact, the Defendants have either used or sold the aggregates supplied by the 2nd Plaintiff but have not paid the balance outstanding to the 2nd Plaintiff.
29. In the circumstances set out at paragraphs 14 through 17 and 19 through 24 above, the Defendants owe to the 2nd Plaintiff the sum of US\$203,991.10.
30. Additionally, the 1st Defendant owes to the 1st Plaintiff the further sum of US\$2,940.75.
31. The 1st Defendant also owes to the 1st Plaintiff the sum of US\$12,000.00 being the cost of insurance.

AND THE PLAINTIFFS CLAIM:

1. The 1st Plaintiff claims as against 1st and/or 2nd Defendants the following sums:
 - (i) US\$67,955.05
 - (ii) US\$10,000.00.
2. The 1st Plaintiff claims as against the 1st Defendant the following sums:
 - (i) US\$2,940.75
 - (ii) US\$12,000.00.
3. The 2nd Plaintiff claims as against the 1st and 2nd Defendants the sum of US\$203,991.10.
4. Pre-Judgment Interest on the amount of US\$77,995.05 at the rate of 6 ¼% per annum, or at such other rate as the Court directs, from the 31st August, 2001 to

the 30th November, 2001; thereafter at the rate of 4 ½%, or at such other rate as the Court directs, from the 1st December, 2001 to the 26th May, 2003, being a sum of US\$6,155.67.

5. Pre-Judgment Interest on the amount of US\$14,940.75 at the rate of 6 ¼% per annum, or at such other rate as the Court directs, from the 31st August, 2001 to the 30th November, 2001; thereafter at the rate of 4 ½%, or at such other rate as the Court directs, from the 1st December, 2001 to the 26th May, 2003, being a sum of US\$1,179.11.

6. Pre-Judgment Interest on the amount of US\$203,991.10 at the rate of 6 ¼% per annum, or at such other rate as the Court directs, from the 27th September, 2001 to the 30th November, 2001; thereafter at the rate of 4 ½%, or at such other rate as the Court directs, from the 1st December, 2001 to the 26th May, 2003, being a sum of US\$15,157.03.

7. Post-Judgment Interest thereafter pursuant to Section 34 of the Judicature Law (2002 Revision).

8. Costs.

9. **STATEMENT REGARDING INTEREST:**


(i) The date from which Pre-Judgment Interest is calculated on the sum of US\$77,995.05 is the 31st August, 2001.

(ii) The date from which Pre-Judgment Interest is calculated on the sum of US\$14,940.75 is the 31st August, 2001.

(iii) The date from which Pre-Judgment Interest is calculated on the sum of US\$203,991.10 is the 27th September, 2001.

- (iv) The total amount of interest claimed by the 1st Plaintiff against the 1st and/or 2nd Defendants to date is US\$6,155.67.
- (v) The total amount of interest claimed by the 1st Plaintiff against the 1st Defendant to date is US\$1,179.11
- (vi) The total amount of interest claimed by the 2nd Plaintiff against the 1st and 2nd Defendants to date is US\$15,157.03.
- (vii) The per diem interest accruing hereafter on the sum of US\$77,995.05 is US\$22.96.
- (viii) The per diem interest accruing hereafter on the sum of US\$14,940.75 is US\$4.34.
- (ix) The per diem interest accruing hereafter on the sum of US\$203,991.10 is US\$60.08.

If, within the time for returning the Acknowledgement of Service, the Defendants pay the total amount claimed as set out in paragraphs 1 through 3 of the Claim herein together with interest as set out at paragraphs 9 (iii) to (v) (excluding fixed costs and filing fees,) further proceedings will be stayed. The money must be paid to the Plaintiffs.

Dated this 30  day of May, 2003.


CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFFS

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is P.O. Box 709G, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.