

IN THE GRAND COURT OF THE CAYMAN ISLANDS

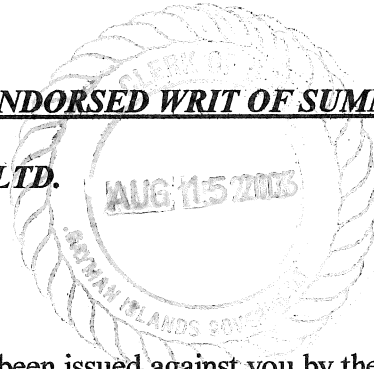
CAUSE NO. 547 OF 2003

BETWEEN NATIONAL CONCRETE LIMITED LTD. PLAINTIFF

AND UNIT CONSTRUCTION LTD. DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

**TO: UNIT CONSTRUCTION LTD.
Pasadora Place
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 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 therein whether you intend to contest these proceedings.

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

Issued this 15th day of August 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.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff was at all material times a Limited Liability Company engaged in the business of producing and selling concrete and other building material in addition to rental other building equipment in the Cayman Islands to contracted customers for a fee consideration.
2. The Defendant at all material times contracted with the Plaintiff for the Plaintiff to produce and supply to them concrete material between the 2nd May 2002 and the 13th December 2002.
3. That it was a term of the said contract that the Defendant would pay to the Plaintiff the associated costs in so supplying the said material.
4. That the Plaintiff duly supplied the contracted building material to the Defendant and in accordance with the agreement between the parties presented its Invoices for payment to the Defendant on or about the 4th day of May 2002, 19th May 2002, 31st May 2002, 22nd June 2002, 30th June 2002, 13th July 2002, 21st July 2002, 27th July 2002, 31st July 2002, 3rd August 2003, 24th August 2002, 29th August 2002, 12th October 2002, 26th October 2002 and 14th December 2002, totalling CI\$31,456.39.
5. That despite demands from and on behalf of the Plaintiff to the Defendant they have failed to pay the said sum save and except for the sum of CI\$315.75 paid in two instalments on or about the 15th day of July 2002 and the 15th day of October 2002, leaving a balance of CI\$31,140.00 due and owing to the Plaintiff.
6. That the said outstanding sum has not been paid and remains due and outstanding.
7. That as a result of the Defendant's breach the Plaintiff has sustained loss and damage.

Particulars

Sum due on 4 th May 2002 Invoice	CI\$ 3,295.88
Sum due on 19 th May 2002 Invoice	CI\$ 452.38
Sum due on 31 st May 2002 Invoice	CI\$ 1,163.25
Sum due on 22 nd June 2002 Invoices	CI\$ 9,190.75
Sum due on 30 th June 2002 Invoice	CI\$ 669.00
Sum due on 13 th July 2002 Invoice	CI\$ 6,922.94
Sum due on 21 st July 2002 Invoice	CI\$ 3,164.00
Sum due o 27 th July 2002 Invoice	CI\$ 495.00
Sum due on 31 st July 2002 Invoice	CI\$ 474.00

Sum due on 3 rd August 2002 Invoice	CI\$ 206.56
Sum due on 24 th August 2002 Invoice	CI\$ 1,666.00
Sum due on 29 th August 2002 Invoice	CI\$ 213.75
Sum due on 12 th October 2002 Invoice	CI\$ 164.00
Sum due on 26 th October 2002 Invoice	CI\$ 2,604.00
Sum due on 14 th December 2002 Invoice	<u>CI\$ 774.88</u>
	CI\$31,456.39
Less payments made	<u>CI\$ 315.75</u>
Principal due	CI\$31,140.64
Interest thereon to date of writ	<u>CI\$ 1,211.40</u>
Amount Due	CI\$32,352.04

STATEMENT REGARDING INTEREST

1. The rate of interest from 4th May 2002 to date is 4.50% per annum.
2. The amount of interest accruing each day following the issue of this Writ is CI\$3.83.
3. The amount of interest accruing prior to the issue of the Writ is CI\$1,211.40.

SCHEDULE OF INTEREST CALCULATED

1. Interest on CI\$3,295.88 @ 4.50% pa. from 4th May 2002 to 18th May 2002 = $CI\$3,295.88 \times .045 \times 15/365 = \underline{CI\$9.33}$.
2. Interest on CI\$3,748.26 @ 4.50%pa from 19th May 2002 to 31st May 2002 = $CI\$3,295.88 \times .045 \times 13/365 = \underline{CI\$6.75}$
3. Interest on CI\$4,911.51 @ 4.50%pa from 1st June 2002 to 22nd June 2002 = $CI\$4,911.51 \times .045 \times 22/365 = \underline{CI\$13.26}$
4. Interest on CI\$14,102.26 @ 4.50% pa. from 23rd June 2002 to 30th June 2002= $CI\$14,102.26 \times .045 \times 8/365 = \underline{CI\$12.69}$
5. Interest on CI\$14,771.26 @ 4.50%pa from 1st July 2002 to 13th July 2002 = $CI\$14,771.26 \times .045 \times 13/365 = \underline{CI\$26.59}$
6. Interest on CI\$21,694.20 @ 4.50% pa. from 14th July 2002 to 15th July 2002 = $CI\$21,694.20 \times .045 \times 1/365 = \underline{CI\$2.67}$
7. Interest on CI\$21,471.70 @ 4.50% pa. from 15th July 2002 to 21st July 2002 = $CI\$21,471.70 \times .045 \times 7/365 = \underline{CI\$19.32}$
8. Interest on CI\$24,635.70 @ 4.50%pa. from 22nd July 2002 to 27th July 2002 = $CI\$24,635.70 \times .045 \times 6/365 = \underline{CI\$22.17}$
9. Interest on CI\$25,130.70 @ 4.50%pa. from 28th July 2002 to 31st July 2002 = $CI\$25,130.70 \times .045 \times 4/365 = \underline{CI\$11.31}$
10. Interest on CI\$25,604.70 @ 4.50%pa. from 1st August 2002 to 3rd August 2002 = $CI\$25,604.70 \times .045 \times 3/365 = \underline{CI\$11.52}$
11. Interest on CI\$25,811.26 @ 4.50%pa. from 4th August 2002 to 24th August 2002 = $CI\$25,811.26 \times .045 \times 21/365 = \underline{CI\$69.69}$

12. Interest on CI\$27,477.26 @ .50%pa. from 25th August 2002 to 29th August 2002 = CI\$27,477.26 x .045 x 5/365 = CI\$12.36
13. Interest on CI\$27,691.01 @ 4.5%pa. from 30th August 2002 to 12th October 2002 = CI\$27,691.01 x .045 x 43/365 = CI\$149.53
14. Interest on CI\$27,855.01 @ 4.5%pa. from 13th October 2002 to 15th October 2002 = CI\$27,855.01 x .045 x 3/365 = CI\$12.53
15. Interest on CI\$27,761.76 @ 4.5%pa. from 16th October 2002 to 26th October 2002 = CI\$27,761.76 x .045 x 11/365 = CI\$37.45
16. Interest on CI\$30,365.76 @ 4.5%pa. from 27th October 2002 to 14th December 2002 = CI\$30,365.76 x .045 x 49/365 = CI\$177.64
17. Interest on CI\$31,140.64 @ 4.5%pa. from 14th December 2002 to 23rd May 2003 = CI\$31,140.64 x .045 x 160/365 = CI\$616.59

AND THE PLAINTIFF CLAIMS:

1. The said sum of CI\$32,352.04
2. Interest on the principal in arrears at the prevailing Statutory rate until payment or Judgment.
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendants pay the total amount claimed of \$33,874.18 including interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorneys-at-Law.

Dated this 23rd day of May 2003



Samson Murray Jackson
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys-at-Law, Sussex Building (West Wing) 128 Elgin Avenue, George Town, Grand Cayman.

Acknowledgment of service of writ of summons (O.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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.

BETWEEN NATIONAL CONCRETE LIMITED LTD. PLAINTIFF

AND UNIT CONSTRUCTION LTD. DEFENDANT

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important: Read the accompanying directions 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

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

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

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

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 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 office.

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

SAMSON MURRAY JACKSON
Attorneys-at-Law
The Ground Floor (West Wing)
Sigma Building
93 Hospital Road
George Town
Grand Cayman
PO Box 10067APO

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]