

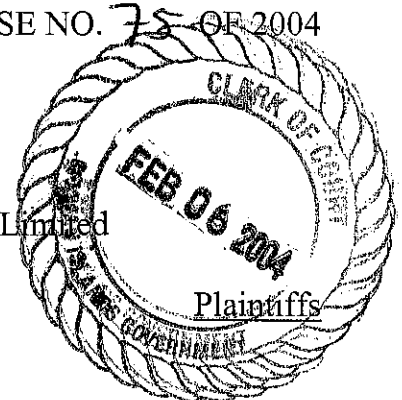
IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 75 OF 2004

BETWEEN:

- (1) Kazakhstan Asset Management Limited
- (2) OJSC Central Asia Cement



- and -

- (1) Kazakhstan Investment Fund, Ltd
- (2) Cement Engineering Consultancy Ltd
- (3) VISOR Investment Solutions LLP
- (4) Howard I. Golden
- (5) John D. Chapman

Defendants

WRIT OF SUMMONS

TO: Kazakhstan Investment Fund, Ltd, of PO Box 513 GT, 3rd Floor, 36C Bermuda House, Grand Cayman, Cayman Islands, BWI

AND TO: Cement Engineering Consultancy Ltd of Trustco Labuan Sdn Bhd, Unit 3 (1), 3rd Floor, Main Office Tower, Financial Park, Labuan Complex, Jalan Merdeka 87000, Malaysia

AND TO: VISOR Investment Solutions OJSC of CDC 1, 240G, Furmanov Street, 480099, Kazakhstan

AND TO: Howard I. Golden of , Bucharest, Romania

AND TO: John D. Chapman of, New York, USA

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, in the case of the First Defendant and within 28 days after service of this Writ on you, in the case of the Second to Fifth Defendants, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 6th day of February 2004

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 Acknowledgment of Service are given with the accompanying form.

The Plaintiff's claim is for:

1. A Declaration that a purported sale or transfer of shares, and all other rights, title and interests in the Second Plaintiff by the First Defendant to the Third Defendant, on or about 22 January 2004 and/or the purported transfer of a Promissory Note dated 21 May 1998 (or participations therein) by the First Defendant (or its nominees or clients) to the Third Defendant was invalid and/or ineffective;
2. Alternatively, an Order directing the Third Defendant to transfer the said shares and/or the said Promissory Note to the First Defendant;
3. Further, an Injunction restraining the First Defendant, and whether by itself, its agents or servants or otherwise howsoever, and whether directly or indirectly, from removing from the Cayman Islands the proceeds of sale from the said purported sale of shares, and all other rights, title and interests and/or the purported transfer of the said Promissory Note (or participations therein), whether held in its own name or not, and from in any way disposing of or dealing with or diminishing the value of the said proceeds of sale whether they are in or outside the Cayman Islands, and whether held in its own name or not;
4. Further or alternatively, against the First Defendant, damages for breach of a Shareholders' Agreement dated 28 February 2000;
5. Further or alternatively, against the First Defendant, damages for inducing a breach of a Loan Agreement between the First Plaintiff and the Second Defendant dated 1 December 1998;
6. Further, against all of the Defendants, damages for conspiracy;

7. Further, against all of the Defendants, an Injunction restraining them, and whether by themselves, their agents or servants or otherwise, howsoever (and whether directly or indirectly) from conspiring to injure the Plaintiffs and from interfering with the Plaintiffs' contractual relations and/or inducing any person or entity to breach their contracts or other legal relations with the Plaintiffs;

8. Further, against the First Defendant and the Third Defendant, an Injunction restraining the First Defendant and the Third Defendant, whether by themselves, their agents or servants or otherwise howsoever, on their own behalf or on behalf of any other person or entity, from enforcing against the Second Plaintiff the Promissory Note given to the First Defendant dated 21 May 1998;

9. Further and other relief;

10. Costs.

Ogier + Boxalls
Ogier & Boxalls
Attorneys for the Plaintiffs

This WRIT OF SUMMONS was issued by Ogier & Boxalls, Attorneys at Law, whose address for service is: PO Box 1234GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman, British West Indies (Reference: 2559-0001/EDS).