

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 444 OF 2004

BETWEEN:

CARBON MARKETING SERVICE

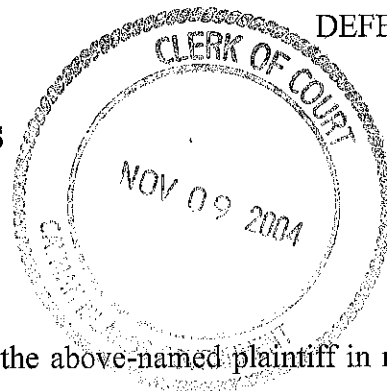
PLAINTIFF

AND:

GENTRADE LIMITED (FORMERLY CALLED SKY IMPEX LIMITED
(IN LIQUIDATION)

DEFENDANT

WRIT OF SUMMONS



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 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 judgement may be entered against you forthwith without further notice.

Issued this 9 day of Nov 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.

STATEMENT OF CLAIM

AND THE PLAINTIFF claims:

1. At all the material times the Plaintiff was an exempt company duly authorised under the laws of the Cayman Islands. The purpose of the Plaintiff's company was to offer consultancy services within the area of the production of calcined coke and the marketing thereof outside of the Islands.
2. The Defendant is a company registered in the Isle of Man. The Defendant went into liquidation on the 19th May 2003 by Order of the high Court of Justice of the Isle of Man Chancery Division.
3. At all material times Astral Corporation Limited was a company incorporated in the Island of Man ("Astral"). On or around 31st December 2002 the Plaintiff entered into a written agreement (the "Contract") with Astral.
4. It was a term of the Contract that the Plaintiff would provide consultancy services to Astral in relation to the construction of Petroleum coke Calcining Plants in Rotterdam. In return, Astral Corporation Ltd agreed to pay the Plaintiff the sum of US\$6,250 each month as a retainer and with regard any hours worked in excess of forty per month were to be additionally compensated at US\$125 per hour. At the trial of this action, the Plaintiff will rely upon the written terms of the contract for their full force and effect.
5. To facilitate payments in relation to the Contract, the Plaintiff provided Astral with the Plaintiff's bank account details to allow payments to be directly deposited. The account is currently held at Cayman National Bank, Grand Cayman (the "Bank") and its account number is 0251810082101.
6. Payments were made by Astral to the Plaintiff in accordance with the Contract between 31st December 2002 and 15th July 2003 when the Contract was terminated by agreement. However funds were received up until 15th October 2003.
7. As at 29th February 2004 the Cayman National Trust had a balance of US\$33,285.70. In subsequence US\$10,000 was transferred on 15th March 2004 and 15th April 2004, leaving a balance of US\$3,285.70.
8. On or about 29th April 2004 the Defendant wrote to the Bank stating that it had a claim over the monies held therein on the ground that they had been wrongfully paid by the Defendant after the commencement of the winding up.
9. As a result of this demand the bank froze the money held in the account and denied access to the Plaintiff.


10. The Plaintiff did not receive any payments from the Defendant. All payments received by the Plaintiff were from Astral.
11. As a result of the defendant's wrongful claim on the monies in the Cayman National Bank account # 0251810082101 the plaintiff has suffered loss and damage. Full particulars will be provided in relation to these damages prior to trial.

AND THE PLAINTIFF CLAIMS:

1. A declaration that the Plaintiff does not have any liability to the Defendant as claimed or at all.
2. A declaration that the Defendant does not have a claim over any funds held in account number 0251810082101 in Cayman National Bank.
3. Equitable damages.
4. That the Defendant pay the Plaintiff's costs.
5. Such further and/or other relief.

DATED: 9th November 2004

FILED: 9th November 2004


CAMPBELLS
Attorneys at Law for the Plaintiff

THIS WRIT was issued by Campbells, Attorneys-at-Law whose address for service is P O Box 884 GT, Grand Cayman.