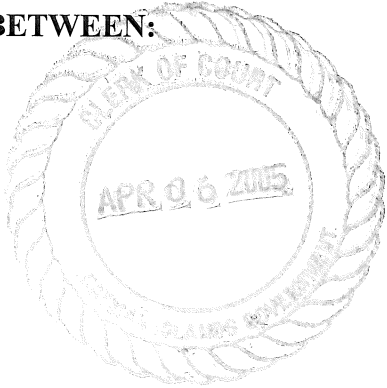


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 161 OF 2005

BETWEEN:



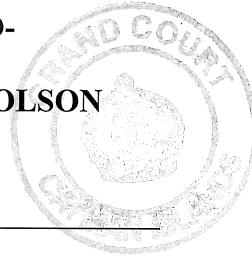
RODNEY HANSEN

Plaintiff

-AND-

DAVID G. OLSON

Defendant



WRIT OF SUMMONS

To: David Olson
PO Box 220 NS
Grand Cayman, BWI

THIS WRIT OF SUMMONS has been issued against you by the above-named plaintiff in respect of the claim set out in the next pages.

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, PO Box 495, 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 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 5th day of April, 2005

NOTE – This writ may not be served later than 4 calendar 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, Rodney Hansen (“Hansen”) of PO Box 31117SMB is a Cayman Status holder residing at The Cayman Islands Yacht Club, West Bay, Grand Cayman, BWI.
2. The Defendant, David G. Olson (“Olson”) of PO Box 220NS is a resident of the Cayman Islands residing at North Side, Grand Cayman.
3. By an oral agreement made in early September 2002 the Defendant and the Plaintiff agreed as follows:
 - 3.1 The Plaintiff would sell a 50% interest in a 1980 Piper Aircraft PA-42-720, Serial Number 428001021, United States Registration Number N 396FW (the “Aircraft”) to the Defendant for the sum of US\$400,000.
 - 3.2 In order to provide the 50% interest in the Aircraft to the Defendant the Plaintiff would cause to be incorporated a company in whose name title to the Aircraft would be transferred and whose shares would be held in equal shares by the Plaintiff and the Defendant.
 - 3.3 The Plaintiff and the Defendant would then divide the expenses in connection with Aircraft between them.
4. The Defendant then caused Zephyr Aviation III, L.L.C. (hereinafter “Zephyr III”), a Delaware Corporation, to be incorporated on or about the 18th of September 2002.

5. In early October 2002 counsel for the Plaintiff informed counsel for the Defendant that the Plaintiff wanted his 50% shareholding of Zephyr III to be held by a new company to be incorporated. The Plaintiff subsequently made arrangements for the incorporation of InterAir, L.L.C. (hereinafter "InterAir"), a Delaware Corporation which was incorporated on the 18th of October 2002. Notice of the incorporation of the company was subsequently given to the Defendant.
6. On or before the 22nd of October 2002 the Plaintiff completed the payment of the purchase price of US\$ 400,000 to the Plaintiff.
5. The Plaintiff subsequently received from the Defendant title forms for execution. The Plaintiff duly executed the documents and returned them to the Defendant for filing. The Plaintiff also received invoices for legal services in connection with the transaction (which include fees for the incorporation of Zephyr III) which the Plaintiff duly paid.
6. The Plaintiff thereafter caused to be paid a proportionate share of all expenses in relation to the Aircraft and proceeded on the basis that, pursuant to the agreement outlined above, ownership of the Aircraft had been transferred to Zephyr III and that InterAir had been made a 50% shareholder thereof.
7. In February 2003 due to inquiries made by the Plaintiff, the Plaintiff learned that the Defendant in breach of the Agreement had failed to take the required steps in transferring the 50% ownership to InterAir. In order to remedy the breach the Defendant caused further documentation to be prepared which the Plaintiff duly executed and returned to the Plaintiff.
8. In February 2004, in response to further inquiries made on behalf of the Plaintiff the Plaintiff learned that the Defendant had failed to file the required documents

to confirm the 50% ownership of InterAir. The Defendant again promised to remedy the breach.

9. In or about November 2004 the Plaintiff caused a title search to be done for the Aircraft which revealed that title to the plane was with the Defendant personally. Accordingly, The Defendant has breached the fundamental terms of the agreement as he has failed to cause title of the Aircraft to be transferred to Zephyr III and in further breach of the agreement the Defendant has failed to cause 50% of the shares of Zephyr III to be registered in the name of InterAir. In addition the Defendant cancelled the insurance coverage of the Plaintiff's pilot thereby depriving the Plaintiff of any capacity to use the Aircraft.
10. In the premises, the consideration for the payment of the sum of US\$ 400,000 has wholly failed, and the defendant has had and received this sum to the use of the Plaintiff. In the circumstances, the Plaintiff seeks the return of the US\$ 400,000 on the grounds of a complete failure of consideration. In addition the Plaintiff seeks the return of all monies paid to the Defendant including all sums in relation to legal costs and maintenance and upkeep of the aircraft on the same basis.
11. Alternatively, the Plaintiff seeks damages for breach of contract.
12. The Plaintiff claims pre-judgment and post-judgment interest on the above sums as prescribed by the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules.

AND THE PLAINTIFF CLAIMS:

- (A) The return of the US\$ 400,000 paid by the Plaintiff to the Defendant under the agreement on the grounds of a total failure of consideration;

- (B) The return of the monies paid to the Defendant including all sums in relation to legal costs and maintenance and upkeep of the aircraft on the grounds a total failure of consideration;
- (B) Alternatively, damages;
- (C) Pre and post judgment interest on the above sums or damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules;
- (D) Costs.

Dated this 5th day of April, 2005

BROADHURST BARRISTERS
Broadhurst Barristers
Attorneys-at-law for the plaintiff

TO: The Clerk of the Court

AND TO: The Defendant

INDORSMENT AS TO CURRENCY

The currency in this Statement of Claim is United States Dollars.

INDORSMENT AS TO INTEREST

The relevant rates of interest are as follows:

- i) 22nd of October 2002 until 1st of September 2003 the prescribed rate was 4.5%;
- ii) Thereafter the prescribed rate was 3%;
- iii) With respect to the liquidated portion of the claim of US\$ 400,000 the interest from 22nd of October 2002 until the 1st of September 2003 is US\$ 10,652.05;
- iv) The interest on the US\$ 400,000 from the 1st of September 2003 till the 5th of April 2005 is US\$ 13,315.07.
- v) Accordingly the interest due on the US\$ 400,000 as of the 5th of April 2005 is US\$ 23,967.12 and is increasing at a per diem rate of US\$ 32.88.

**DIRECTIONS FOR ACKNOWLEDGEMENT 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 495, 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 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 Acknowledgement 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 installments or otherwise.

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 authorized 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 161 OF 2005

BETWEEN:

RODNEY HANSEN

Plaintiff

-AND-

DAVID G. OLSON

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 judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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 Plaintiff (*tick box*)
Yes []

Service of the Writ is acknowledged accordingly

(Signed) _____
[Attorney] for
[Defendant in Person]
Address for service:

Please see overleaf.....

Notes on address for service

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

Brookhurst Barristers
40 Linwood Street
P.O. Box 2503
George Town, Grand Cayman

per: Peter A. Brookhurst

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