

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 135 OF 2006

BETWEEN:

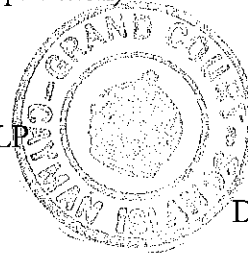
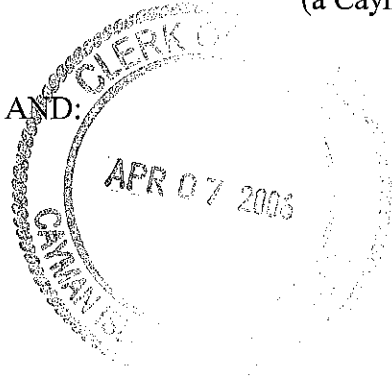
TRADE AND COMMERCE BANK
(a Cayman Islands Company in Liquidation)

PLAINTIFF

AND:

ARTHUR ANDERSEN LLP

DEFENDANT



WRIT OF SUMMONS

TO: **The Defendant**

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 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 7th day of April 2006.

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.

BRIEF DETAILS OF CLAIM

1. The Plaintiff is a Cayman Islands Company in liquidation. For the purpose of this Claim its liquidator is Mr Christopher Dorrien Johnson of Chris Johnson Associates Ltd, P.O. Box 2499 GT, Strathvale House, George Town, Grand Cayman, Cayman Islands, British West Indies. The address of the Plaintiff is Campbell Corporate Services, P.O. Box 268 GT, Scotiabank Buildings, George Town, Grand Cayman, Cayman Islands, British West Indies. The Plaintiff's Cayman Islands Attorneys-at-Law are Quin and Hampson, Third Floor, Harbour Centre P.O. Box 1348 George Town, Grand Cayman, Cayman Islands, British West Indies.
2. The Plaintiff claims damages for breach of a contract for the provision of audit services in respect of the fiscal years ending 31 December 1998 and 31 December 1999 made between the Plaintiff and the Defendant on or about 31 December 1999 and/or breach of duty and/or negligence arising out of the work carried by the Defendants as auditors of the Plaintiff in preparing the Report of Independent Public Accountants on the Financial Statements of the Plaintiff as of 31 December 1998 and 31 December 1999 dated 10 April 2000.

AND THE PLAINTIFF claims:

- (1) Damages in an unliquidated amount for breach of contract and/or breach of duty and/or negligence.
- (2) Interest pursuant to s.34 of the Judicature Law (2004 Revision)
- (3) All necessary consequential orders, accounts and inquiries
- (4) Costs
- (5) Further or other relief

STATEMENT OF CLAIM to follow

DEFENDANT'S NAME AND ADDRESS

Arthur Andersen LLP, 33 W. Monroe, Chicago, Illinois 60603, United States of America



Quin and Hampson

THIS WRIT was issued by Quin and Hampson, Attorneys-at-Law for the Plaintiff, whose address for service is Third Floor, Harbour Centre P.O. Box 1348 George Town Grand Cayman, Cayman Islands, British West Indies.