

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 308 OF 1995

Between:

ROBERT O. MOYLE

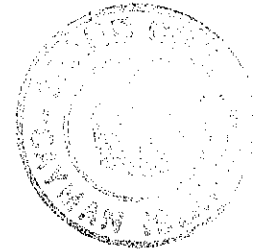
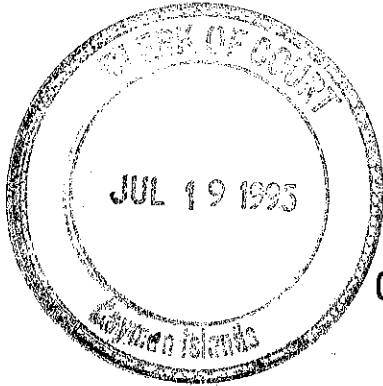
Plaintiff

(hereinafter "Moyle")

-and-

JOHN M. MATHEWSON

(hereinafter "Mathewson")



Defendant

WRIT OF SUMMONS

TO: JOHN M. MATHEWSON

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 fourteen (14) days after the service of this Writ, including the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, G.T., 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 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 day of July, 1995 .

NOTE - This Writ may not be served later than four (4) calendar months (or, if leave is required to effect service out of the jurisdiction, six (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 is an Australian Citizen and a British Dependent Territory Citizen who is possessed of Caymanian Status. He is a chartered accountant who resides at North Side, Grand Cayman, in the Cayman Islands, British West Indies.
2. The Defendant is an American Citizen and a business man who resides in Nassau, in the Bahamas, Commonwealth of the Bahamas.
3. On or about the middle of 1991, Mathewson was introduced to a company by the name of Black Industries Inc.,(hereinafter "Black") a company primarily involved in the installation of underground utilities for major telephone companies in the states of North and South Carolina, Georgia and Virginia. Black was being offered for sale in Durham, North Carolina.
4. Mathewson instructed Moyle, who was employed as a corporate officer for Guardian Bank & Trust (Cayman) Ltd., a bank controlled by Mathewson at the time, to oversee the acquisition of Black, such as as carrying out the due diligence and coordinating the activities of the attorneys, bankers and accountants in connection with the proposed purchase.
5. Black was a public company trading on the American Stock Exchange, and the intention was to take Black private upon the acquisition being completed, and then resell Black as a private company.
6. In addition to overseeing the acquisition of Black, Moyle was also responsible for structuring the tax planning and the outside financing thereof. He was made a director of Black and was the nominee shareholder of a Cayman company, Jasdip Inc., which was controlled by Mathewson and which was formed for the purpose of acquiring Black.
7. Mathewson offered Moyle the sum of U.S. \$ 50,000 dollars by way of fee for his services in putting this acquisition together and Moyle agreed to accept this sum on the understanding that it would be paid to him on the resale of Black.
8. Pursuant to Mathewson's business plan set out above, acquired control of Black.
9. The Chairman of Black, Ronald M. Seale,(hereinafter "Seale") had introduced Mathewson to Black in the first instance. Shortly after the acquisition had taken place, Seale began behaving in a very irresponsible way financially, and again Moyle was instructed by Mathewson to assist in the operation of Black, and Moyle was instrumental in terminating the services of Seale with Black. Mathewson advised Moyle that he was

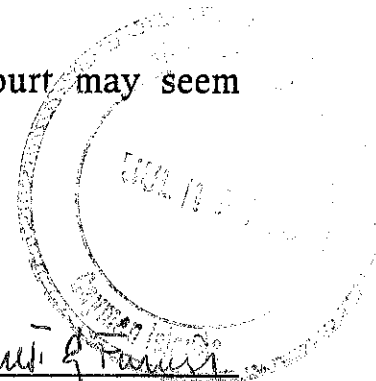
increasing his fee to U.S. \$100,000 dollars for his services and Moyle accepted. The funds were again promised to be paid upon the closing of the resale of Black.

10. Mathewson is no longer a resident of the Cayman Islands; Moyle has learned that Black has been sold or is in the final stages of being sold.
11. Moyle has demanded that Mathewson honour his verbal agreement to pay the agreed upon fees upon the sale of Black. Mathewson has neglected or refused to pay Moyle and has indicated that he has no intention of honouring his agreement with Moyle.
12. Moyle states, that by reason of the matters averred to in paragraphs 1 through 11 herein, he has suffered loss and damage.

AND THE PLAINTIFF CLAIMS:

- (1) damages for breach of contract;
- (2) interest on all sums found due and owing to him in accordance with the Judicature Law at such rate and for such period as the Court deems appropriate;
- (3) such further and other relief as to this Honourable Court may seem appropriate;
- (4) costs.

Dated this 19th day of July, 1995.


Collins Broadhurst & Furniss
Collins Broadhurst & Furniss
Attorneys-at-Law for the
Plaintiff herein

STATEMENT AS TO INTEREST:

- (i) The Prescribed Rate is 8 3/8 %;
- (ii) The date from which the interest is calculated is the 19 th day of July, 1995.

THIS WRIT AND STATEMENT OF CLAIM WAS ISSUED BY COLLINS BROADHURST & FURNISS, ATTORNEYS-AT-LAW FOR THE PLAINTIFF HEREIN, WHOSE ADDRESS FOR SERVICE IS ELIZABETHAN SQUARE, P.O. BOX 2503, GEORGE TOWN, GRAND CAYMAN.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, G.T. Grand Cayman.
2. A Defendant who states in his Acknowledgement 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 not endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). the defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 within 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 fourteen 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.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 308 OF 1995

Between:

ROBERT O. MOYLE
(hereinafter "Moyle")

Plaintiff

-and-

JOHN M. MATHEWSON
(hereinafter "Mathewson")

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 []

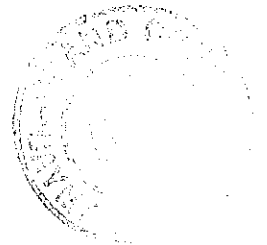
Service of the Writ is acknowledged accordingly

(signed) _____

[Attorney] for

[Defendant in Person]

Address for service:



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.

*Endorsement by Plaintiff's Attorney
(or by Plaintiff if suing in person)
of his name, address and reference,
if any, below.*

Collins Broadhurst & Furniss
Attorneys-at-Law
Elizabethan Square
P.O. Box 2503, G.T.
Grand Cayman

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

