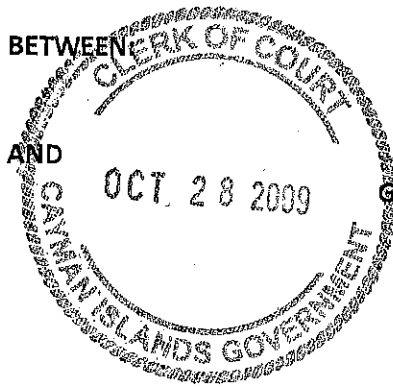


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 0539 OF 2009

BETWEEN

AND



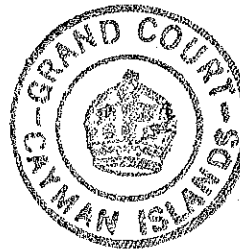
SHAMOO ELECTRIC LIMITED

PLAINTIFF

GEORGE TOWN ESTATES LIMITED

DEFENDANT

WRIT OF SUMMONS



TO: George Town Estates Limited
Bodden corporate Services
Box 10335
Grand Pavilion Commercial Centre

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 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 therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 28 day of October 2009

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 Acknowledgement of Service are given with the accompanying form

STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company lawfully trading in the Cayman Islands as an electrical contractor.
2. The Plaintiff signed a rental agreement for the lease of premises at George Town East, Block 20B Parcel 370 on the 13th July 2007. The parties to that lease were the Plaintiff and Cayman Property Holdings Ltd. All dealings with Cayman Property Holdings Ltd were through their agent Estate Management Services (hereinafter "EMS").
3. The lease agreement was for a period of one year commencing on the 1st August 2007 and ending on the 31st July 2008 for a monthly rent of CI\$2,000 per month. Rent payments being due on the first day of every month.
4. The lease also contained provision at clause 3(ii) that if the rent was not paid by 5 p.m. on the 5th day of the calendar month a late charge of CI\$20 per day will be levied until payment is made. The Plaintiff claims this clause is an unenforceable penalty clause.
5. On the 13th July 2007 the Plaintiff paid EMS \$4,000 being the first months' rent and a \$2,000 security deposit. The Plaintiff paid to EMS a further \$1,000 on the 4th September 2007 and \$1,000 on the 8th October 2007 which represented the last months rent paid in advance as per clauses 3(i) and 4 of the lease.
6. The landlord or his agents held the sum of \$4,000 being the \$2,000 security deposit and \$2,000 for last month's rent to be retained by the landlord until determination of the lease and subject to deductions.
7. The lease agreement contained no express clause or condition permitting forfeiture of the lease in any circumstances and specifically there was no express provision for forfeiture of the lease upon non payment of rent. A copy of the lease is annexed to the statement of claim.

8. In May 2008 the Plaintiff began to store containers and job shacks outside his premises and on the grounds of the Defendants land. The Plaintiff agreed with EMS to pay the additional sum of \$200 per month in rent from May 2008 onwards for this facility.
9. On the determination of the lease on the 31st July 2008 the Plaintiff and EMS agreed that the Plaintiff would continue in occupation of the premises as a tenant. After discussions between the Plaintiff and EMS it was agreed in writing on the 18th September 2008 that the Defendant would continue as a tenant on a monthly tenancy at a rate of \$2,300 per month. This representing an increase of \$100 over the previous rent amount.
10. On or about January 2009 and without formal notice to the Plaintiff, the Defendant was assigned the lease by Cayman Property Holdings Ltd and the Plaintiff was informed to commence paying monthly rent payments to the Defendant. The Plaintiff was informed by Mr Michael Ewer who presented himself as the owner of the Defendant company.
11. On or around January 2009, shortly after being informed of the change in landlord the Plaintiff was instructed by Michael Ewer's servant or agent to carry out electrical work on island for properties belonging to him and/or companies owned by him.
12. The Plaintiff carried out said works and invoiced by way of invoices numbered 1726, 1727 and 1728 to a total sum of \$1,747.30. To date those invoices remain outstanding. The Plaintiff claims to be entitled to set off the sum of CI\$1,747.30 from any arrears of rent owing.
13. The Plaintiff fell behind with monthly rent payments in July 2009 and discussions took place between Shannon Emslie, owner of the Plaintiff and Michael Ewer, representative of the Defendant Company in order to have the arrears paid.
14. On the 25th September 2009 the Plaintiff's premises was locked and secured and no persons were in the building. Without prior notice or request and without service of a

written notice to quit and in breach of the terms of the tenancy agreement the Defendant, through it's owner Mr Michael Ewer forced open the lock to the front door to the premises.

15. Upon illegal entry to the premises the Defendant, his servants or agents changed the locks on the property and thus took occupation of the premises and denied the Plaintiff access to the premises and to his goods, tools of the trade and possessions held on the premises.
16. Such occupation of the premises constituted a trespass to property and trespass to his goods and breach of covenant of quiet enjoyment of the premises.
17. The Defendant wrote by way of e-mail on the 25th September subsequent to the lock out and informed the Plaintiff that the Defendant had breached the lease for non payment of rent and that the Defendant had as a consequence terminated the tenant's right to occupy.
18. The Defendant thereby determined the tenancy as of the 25th September 2009.
19. Under cover of the same e-mail the Defendant claimed to be entitled to the following sums:

(a)	Outstanding rent	\$6,900
(b)	Late fees on rent	\$3,160
(c)	Lock out charge	\$250
(d)	Rent for unauthorized storage	\$1,690
20. The Defendant in the same e-mail demanded payment of the full sum of CI\$12,000 prior to the Plaintiff being allowed to retake possession of the premises or in the alternative payment of the sum of CI\$9,000 on the conditions that "the Plaintiff find a new tenant who has signed a lease, paid a deposit and 1st month's rent and agreed to accept the premises 'as is'."

21. From the 25th September 2009 to the date of issue of Writ the Defendant has failed or refused to remedy his trespass to property and remains in possession of the property to the exclusion of the Plaintiff despite repeated requests for re-entry in order to facilitate the return of the Plaintiff's goods.

Particulars of Trespass to Property and Breach of Covenant

22. Bu clause 6(i) of the lease the landlord covenanted with the Defendant that upon the tenant paying the rent reserved and observing on its part the covenants therein contained he shall peaceably hold and enjoy the Leased premises during the term of the agreement.
23. The agreement between the parties also included an implied term as to the peaceable and quiet possession of the premises without unlawful interruption or disturbance by the Defendant.
24. On the 25th September 2009, without notice the Defendant interrupted the said peaceful possession of the Plaintiff by breaking into the premises and changing the locks to the property.
25. The Plaintiff was out of possession of the premises from the 25th September 2009 and continuing. The lease was properly determinable upon service of a notice to quit giving 4 weeks notice from the date of next rent payment being due, being the 1st October 2009 with the notice to quit effective from the 1st November 2009.
26. By reason of the Defendant's breach of covenant and trespass to property the Plaintiff has suffered loss and damage. In addition to general damages for breach of covenant and trespass to property the Plaintiff seeks aggravated damages for the fear and injury to his dignity and feelings which he has suffered and special damages.
27. The Plaintiff claims damages for breach of covenant and trespass to property.

Trespass to Goods and Illegal, Irregular and Excessive Distress

28. In the act of taking possession of the premises the Defendant also took unlawful possession of and illegally distrained the goods, tools, equipment and materials belonging to the Plaintiff and third parties which were held at the premises for the furtherance of the Plaintiff's business.
29. These goods are essential to the running of the Plaintiff's business and the value of such goods is in excess of CI\$100,000. The value of the goods is far in excess of the value of the goods necessary to levy distress against the Plaintiff.
30. The Plaintiff spoke with the Defendant's representative Mr Ewer who informed the Plaintiff that no re-entry would be permitted and no tools, equipment or materials would be released prior to the payment of the sums as set out at paragraph 19.

Particulars of Trespass to Goods and Illegal, irregular and excessive Distress

31. On the 25th September 2009 the Defendant purported to exercise a right to distrain for arrears of rent due from the Plaintiff and levied distress upon the Plaintiff's goods,
32. The Defendant purported to exercise this right in the following manner:
 - (a) By illegally entering the premises by force.
 - (b) By wrongfully entering the premises and distraining property, machinery and plant which were affixed to the property and which were and are the tenant's fixtures and therefore privileged from seizure by distress.
 - (c) The Defendant failed or omitted to serve a notice of distress.
 - (d) The Defendant wrongfully distrained goods of an excessive and unreasonable quantity. The goods distrained by the Defendant had a value of not less than \$100,000.
 - (e) The Defendant distrained goods subsequent to the determination of the lease, such determination having been effected by the Defendant on the 25th September 2009.
 - (f) The Defendant wrongfully distrained tools, books and equipment necessary for its business.

- (g) The Defendant, acting through its managing director acting in person was guilty of trespass.
- (h) The Defendant illegally distrained by entering the premises by force.

Particulars of Loss and Damage

- 33. The Plaintiff has been unable to complete on-going projects and has suffered delay due to the trespass and illegal distress of the Defendant.
- 34. The Plaintiff has had to purchase extra equipment and materials which are otherwise already in his possession in the premises. This has resulted in extra expenses for the business and loss of profits on work undertaken since the illegal distress.
- 35. The Defendant's trespass to goods of third parties held at the premises has resulted in loss of future business to the Plaintiff and the loss of existing and future contracts.
- 36. Full particulars of loss will be provided in due course when accounts and losses are capable of being quantified.

Provision of Electrical Services

- 37. On or around January 2009 the Plaintiff was instructed by Michael Ewer's servant or agent to carry out electrical work on island for properties belonging to him and/or companies owned by him.
- 38. The Plaintiff carried out said works and invoiced by way of invoices numbered 1726, 1727 and 1728 to a total sum of \$1,747.30. To date those invoices remain outstanding.
- 39. The Defendant acknowledged the work performed by the Plaintiff and did not deny the sums claimed.
- 40. The Plaintiff claims to be entitled to an equitable set off of the sum of CI\$1,747.30 from rent due and owing.

41. The Plaintiff accepts that the sum of C\$6,490.41 is due for rent less a set-off and claim for the following amounts:

(a) Security deposit	\$2,000
(b) Holding of last months rent paid September & October 2007	\$2,000
(c) Set off for electrical works completed by Plaintiff	\$1,747.30
(d) Damages for trespass to property	to be determined
(e) Damages for breach of covenant	to be determined
(e) Damages for illegal, irregular and excessive distress	to be determined

STATEMENT REGARDING INTEREST

1.

a)The Plaintiff seeks pre and post judgment interest in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

b)The interest rate as per the Judgment Debt (Rates of Interest) Rules is 5% per annum.

AND THE PLAINTIFF claims:

1. Damages for trespass, breach of covenant for quiet enjoyment, illegal, irregular and excessive distress, and unlawful interference with goods.
2. An injunction to return the goods unlawfully distrained by the Defendant to the Plaintiff.
2. Interest in accordance with the Judicature Law (2007 Revision)
3. Costs
4. Such further and other relief as this Court may deem just

Dated this 28th day of October 2009

Samson & McGrath

Samson & McGrath
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Samson & McGrath, Attorneys-at-Law for the Plaintiff, whose address for service is 3rd Floor Genesis Building, Genesis Close, PO Box 446, Grand Cayman KY1 – 1106, Cayman Islands

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2009

BETWEEN:

SHAMOO ELECTRIC LIMITED

PLAINTIFF

AND

GEORGE TOWN ESTATES LIMITED

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. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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

no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the 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 number and the 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 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:

SAMSON & MCGRATH
5th FLOOR GENESIS BUILDING
GENESIS CLOSE
PO BOX 446
GRAND CAYMAN KY1 - 1106
CAYMAN ISLANDS

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