

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

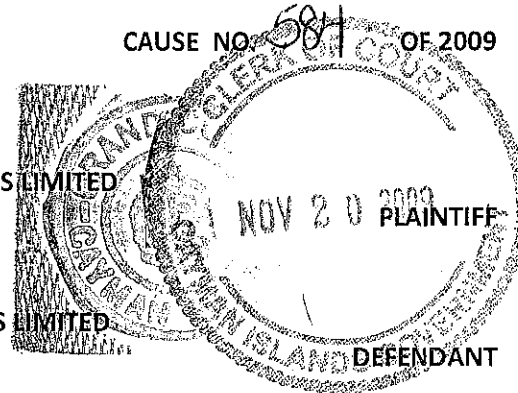
CAUSE NO. 581 OF 2009

BETWEEN:

CAYMAN FREE PRESS LIMITED

AND

McBEAN HOLDINGS LIMITED



WRIT OF SUMMONS

TO: McBEAN HOLDINGS LIMITED
Cayman Management Services
Ground Floor Harbour Centre
P.O. Box 1569 GT

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 20th day of November 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 company registered and trading in the Cayman Islands.
2. The Defendant was at all times a company registered and trading in the Cayman Islands.
3. On or about late 2000 the Plaintiff and Defendant entered into a lease agreement for the lease of business premises situated at The Compass Centre, Sheddon Road, George Town. Pursuant to the terms of the lease agreement the Defendant moved into the property on or around early 2001.
4. Pursuant to this agreement the Defendant was under an obligation to pay rent on a monthly basis for the lease of the premises. The lease commenced on or around early 2001 and was initially a tenancy for one year. At the end of one year the lease was extended on a monthly basis resulting in a periodic tenancy determinable with one month's notice thereafter.
5. The rent payable every month was the sum of CI\$1,802.66 per month.
6. In breach of the said tenancy agreement the Defendant failed or neglected to pay rent payments for the months July 2005 through December 2007.
7. By way of e-mail dated 12th October 2007 the Defendant indicated that they would vacate the property later the same year and the property was vacated in December 2007. In the same e-mail the Defendant acknowledged that rent arrears were due and owing.
8. As of December 2007 the sum of CI\$51,899.42 is due and owing to the Plaintiff in unpaid rent arrears. Despite requests for payment, no payments have been received since that date from the Defendant. A copy of the rent invoices are annexed to the Statement of Claim.

9. The Plaintiff's claim is for the liquidated sum of CI\$51,899.42 due and owing to the Plaintiff by the Defendant for breach of contract and monies due and owing on foot of a lease agreement made between the Plaintiff and Defendant. And the plaintiff claims interest on the sum due and owing.

AND THE PLAINTIFF claims:

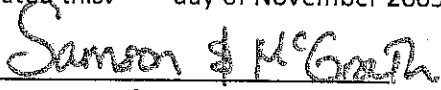
1. CI\$51,899.42
2. Interest in accordance with the lease agreement in the alternative in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
3. Costs
4. Such further and other relief as this Court may deem just

STATEMENT REGARDING INTEREST

- a) The rate of interest is 5% per annum.
- b) The date from which interest accrues is the 1st January 2008.
- c) The amount of interest owing as of the date of issue of this Writ is \$4,827.35
- d) The amount of interest accruing each day following the issue of this Writ is CI\$7.11.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of \$51,899.42 (including filing fees of CI\$200 and ad valorem filing costs of CI\$418.99 and interest of CI\$4,827.35) and costs to be taxed if not agreed and bailiffs fees further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 20 day of November 2009


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 5th Floor Genesis Building, Genesis Close, PO Box 446, Grand Cayman KY1 – 1106, Cayman Islands



Cayman Free Press

Invoice / Statement

McBean Holdings Ltd.
 L McBean
 PO Box 1278
 Grand Cayman KY1-1108,
 Cayman Islands

Customer Account #: 002194
 Billing Period: OPEN 2009

Payable Upon Receipt

Ad#	Trans	Publication	Description	Run Date	Size	Amount
			July 2005 Rent Charge	10/26/05		\$ 1,802.66
			August 2005 Rent Charge	10/26/05		\$ 1,802.66
			September 2005 Rent Charge	10/26/05		\$ 1,802.66
			Balance Due November 2005 Rent Charge	10/26/05		\$ 1,424.94
			December 2005 Rent Charge	3/21/06		\$ 1,802.66
			January 2006 Rent Charge	3/21/06		\$ 1,802.66
			February 2006 Rent Charge	3/21/06		\$ 1,802.66
			March 2006 Rent Charge	3/21/06		\$ 1,802.66
			April 2006 Rent	2/27/07		\$ 1,802.66
			May 2006 Rent	2/27/07		\$ 1,802.66
			June 2006 Rent	2/27/07		\$ 1,802.66
			July 2006 Rent	2/27/07		\$ 1,802.66
			August 2006 Rent	2/27/07		\$ 1,802.66
			September 2006 Rent	2/27/07		\$ 1,802.66
			October 2006 Rent	2/27/07		\$ 1,802.66
			November 2006 Rent	2/27/07		\$ 1,802.66
			December 2006 Rent	2/27/07		\$ 1,802.66
			January 2007 Rent	2/27/07		\$ 1,802.66

Total Agency Discount : \$ 0.00

Net Amount : \$32,070.16

Amount Due	
CI	\$ 32,070.16

PLEASE DETACH AND RETURN PORTION WITH YOUR REMITTANCE

Customer Name: McBean Holdings Ltd.
 Customer Account #: 002194

Billing Date: 17/02/2009
 Please Pay: CI \$ 32,070.16
 Amount Paid: _____
 Check #: _____

Make all cheques payable to:

Cayman Free Press Ltd.
 The Compass Centre - Crewe Road
 PO Box 1365GT
 Grand Cayman
 Cayman Islands B.W.I

Payable Upon Receipt

For account inquiries please call (345) 949-5111,
 fax (345) 949-8659 or email cfp@candw.ky.
 THANK YOU for advertising with Cayman Free Press.

McBean Holdings Ltd
 P.O Box 1278
 Grand Cayman KY1-1108
 Cayman Islands

Invoice / Statement
 Customer Account #: 002194
 Billing Period: February 2009 open
 Payable Upon Receipt



CaymanFreePress

Ad#	Product	Description	PO #	Date	Size	Base Cost	Colour Charge	Special Promo Contract	Print/Share Charges	Agency Discount	Amount Owed
MDS0-02282007	Debit	March 2007 Rent Charge		2/28/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD288-03302007	Debit	April 2007 Rent Charge		3/30/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD626-04302007	Debit	May 2007 Rent Charge		4/30/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD07-05312007	Debit	June 2007 Rent Charge		5/31/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD1018-06292007	Debit	July 2007 Rent Charge		6/29/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD1278-07312007	Debit	August 2007 Rent Charge		7/31/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD1689-08312007	Debit	September 07 Rent Charges		8/31/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD1689-09012007	Debit	February 2007 Rent Charge		9/1/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD1726-09302007	Debit	October 2007 Rent Charges		9/30/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD1940-10312007	Debit	November Rent Charge		10/31/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66
MD2164-11302007	Debit	December 2007 Rent Charge		11/30/2007		\$ 1,802.66	0.00	0.00	0.00	0.00	\$1,802.66

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. OF 2009

BETWEEN:

CAYMAN FREE PRESS

PLAINTIFF

AND

McBEAN HOLDINGS 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: