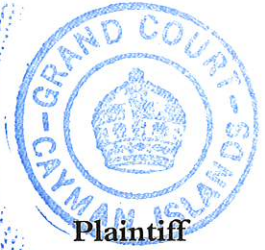


IN THE GRAND COURT OF THE CAYMAN ISLANDS

595  
CAUSE NO: CIV OF 2009

B E T W E E N:

GOLD COAST HURRICANE SHUTTERS, INC.



AND

AFFORDABLE SHUTTERS LTD.



Defendant

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WRIT OF SUMMONS

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TO: Affordable Shutters Ltd.  
C/O Registered Office  
Focus Corporate Services Ltd.  
204 Allista Towers  
85 North Sound Road  
P.O. Box 11048  
Grand Cayman KY1-1007  
CAYMAN ISLANDS

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, PO Box 495GT, 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 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 27th 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 organized and carrying on business under the laws of the United States of America. The Plaintiff's address for service in connection with this proceeding is in care of its attorneys, Appleby, at 75 Fort Street, P.O. Box 190, Grand Cayman KY1-1104.
2. The Defendant is a company organized and carrying on business under the laws of the Cayman Islands with an address in care of its Registered Office, Focus Corporate Services Ltd., 204 Allista Towers, 85 North Sound Road, P.O. Box 11048, Grand Cayman KY1-1007.
3. At all times material to this proceeding, the Defendant was a customer of the Plaintiff.
4. The Defendant contracted with the Plaintiff for the sale of hurricane shutters on an ongoing basis. The Plaintiff provided the hurricane shutters to the Defendant in 2009. The cost of the shutters provided by the Plaintiff and invoiced to the Defendant totalled the sum of US\$178,235.19. To date the Defendant has remitted payments totalling the amount of US\$151,290.85.
5. The Plaintiff provided the following invoices to the Defendant in relation to the purchase and delivery of hurricane shutters, which as of the date of the commencement of this proceeding remain unpaid:

Date	Invoice	Balance Due
1 August 2009	05-11440-b	\$512.64
10 August 2009	05-11411-b	\$619.32
11 August 2009	05-11410-b	\$3,277.92
11 August 2009	05-11412-b	\$1,109.52
11 August 2009	05-11418-b	\$1,380.16
11 August 2009	05-11421-b	\$300.00
20 August 2009	05-11453-b	\$300.00
21 August 2009	05-11459-b	\$2,223.00
25 August 2009	05-11475-b	\$3,101.08

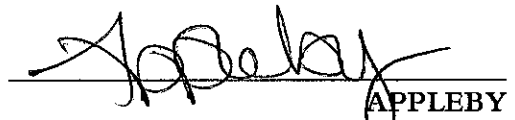
25 August 2009	05-11476-b	\$593.76
25 August 2009	05-11477-b	\$556.24
25 August 2009	05-11480-b	\$4,765.20
31 August 2009	05-11506-b	\$1,476.00
31 August 2009	05-11518-b	\$723.04
31 August 2009	05-11519-b	\$355.52
31 August 2009	05-11520-b	\$393.36
31 August 2009	05-11521-b	\$2,268.08
31 August 2009	05-11522-b	\$2,304.56
2 September 2009	05-11534-b	\$684.94
	<b>TOTAL:</b>	<b>\$26,944.34</b>

6. The total amount outstanding owed to the Plaintiff by the Defendant as of 18 November 2009 is the principal sum of US\$26,944.34, plus interest of US\$359.61 calculated in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules, exclusive of costs for a total of US\$27,303.95.
7. Notwithstanding demands for payment, the Defendant has either failed or neglected to make payment to the Plaintiff.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF CLAIMS:**

- a. US\$26,944.34 being the principal sum due;
- b. US\$359.61 Pre-judgment interest calculated from 1 August 2009 to 27 November 2009 in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- c. Pre and post judgment interest calculated from 28 November 2009 in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;

- d. Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001; and
- e. Such further and other relief as this Court may deem just.

  
APPLEBY  
Attorneys for the Plaintiff

This Writ was issued by Appleby, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is Clifton House, 75 Fort Street, PO Box 190, Grand Cayman KY1-1104, Cayman Islands. (Ref: NB/br/18856.001)

## INDORSEMENT

The principal amount claimed in respect of the debt is US\$26,944.34, interest as of the date of commencement of the proceeding is US\$359.61 for a total amount of US\$27,303.95. The amount of the filing fees to commence the proceeding is CI\$200.00 plus ad valorem fees of CI\$126.33. If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal, interest, attorney fees and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or the Plaintiff's Attorneys-at-Law.

### INDORSEMENT REGARDING INTEREST

- i. The term upon which interest is claimed is in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- ii. The prescribed rate of interest at the relevant times in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules is 5% per annum;
- iii. The date from which interest is payable is 1 August 2009;
- iv. The total interest claimed as at 27 November 2009 is US\$359.61; and
- v. The amount of interest accruing due each day is US\$3.69.

**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, PO BOX 495, GRAND CAYMAN KY1-1106.

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 indorsed on the Writ (i.e. the words of "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 Acknowledgement, 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.

*See over for notes for guidance*

*Please complete overleaf*

## 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.

B E T W E E N:

GOLD COAST HURRICANE SHUTTERS, INC.

Plaintiff

AND

AFFORDABLE SHUTTERS LTD.

Defendant

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ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

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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

Date: [ ] [ ] 200[ ]

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[ ]

Attorneys for [Defendant]

Address for service:

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**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 box 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 KY1-1104 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, in the box below.*

Appleby  
Attorneys-at-Law  
Clifton House  
75 Fort Street  
PO Box 190  
George Town  
Grand Cayman KY1-1104  
Ref: [NB/18856.001]

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