

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 168 OF 2010

BETWEEN: WALKERS PLAINTIFF  
AND: GOLDWINDS ASSET MANAGEMENT LIMITED DEFENDANT

**WRIT OF SUMMONS**

TO: GOLDWINDS ASSETS MANAGEMENT LIMITED

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, 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            day of April, 2010

NOTE – This Writ may not be served later than 4 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.



## STATEMENT OF CLAIM

1. At all material times the Plaintiff was a firm providing services as Cayman Islands Attorneys-at-Law, and the Defendant was a company registered in the United Kingdom providing financial services.
2. In mid-2007 and in 2008, the Plaintiff agreed with the Defendant to provide legal services in relation to the proposed launch by the Defendant of three fund structures, to be known as "KPR Global Macro", "KPR Diamond" and "KPR Monaco Real Estate" ("the Proposed Funds"). The agreement between the Plaintiff and the Defendant was governed by the Plaintiff's standard Terms of Engagement ("the Terms"), which were provided to the Defendant on 17 July 2007 and accepted pursuant to Paragraph 44 of the Terms by virtue of the Defendant's continued instructions. A copy of the Terms is annexed hereto and deemed incorporated in this Statement of Claim
3. In fact, the Proposed Funds were not launched as had originally been envisaged, and on 3 February 2010, the Plaintiff provided to the Defendant invoices for the work carried out in respect of each of the Proposed Funds. These invoices are comprised as follows:


<b>Invoice Number</b>	<b>Date issued</b>	<b>Amount invoiced</b>
201912	26 January 2010	£33,632.69
201916	27 January 2010	£36,652.76
201911	26 January 2010	£29,865.27

4. By virtue of Paragraph 20 of the Terms, payment of the said invoices was due within 30 days of the date appearing on their face. To date, notwithstanding the expiry of this period and in breach of the said agreement, the Defendant has failed to make any payment to the Plaintiff. Accordingly the Defendant is indebted to the Plaintiff in the sum of £100,150.72.
5. Pursuant to the terms of the agreement interest is due and owing to the Plaintiff at the rate of 5% per annum running from 60 days after the date appearing on the face of each invoice. Such interest amounts to [insert] at the date of issue the Writ herein and continues to accrue until trial or sooner settlement at the rate of £13.72 per day.

AND THE PLAINTIFF CLAIMS

- (a) Payment of the said sum of £100,150.72;
- (b) Interest as aforesaid;
- (c) Costs

DATED the 20th day of April, 2010.

  
\_\_\_\_\_  
WALKERS

This Writ of Summons is filed by Walkers, Attorneys at Law, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001, for the whose address for service is care of said Attorneys at Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2010

BETWEEN: WALKERS PLAINTIFF  
AND: GOLDWINDS ASSET MANAGEMENT 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 Delay may result in judgment being entered directions and notes for guidance carefully against a Defendant whereby he may have to before completing this form. If any information pay the costs of applying to set it aside. required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes

no

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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

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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 where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal 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.

Walkers  
Attorneys at Law  
Walker House  
87 Mary Street  
George Town  
Grand Cayman KY1-9001

Ref: NPD/nb

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

[Empty box for defendant's attorney indorsement]

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF  
WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment 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 Courts Office, PO Box 495GT, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 "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 Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 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.

**See over for notes for guidance**

**Please complete overleaf**