

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 22 OF 2011

B E T W E E N:

CARIBBEAN UTILITIES COMPANY LTD.

Plaintiff

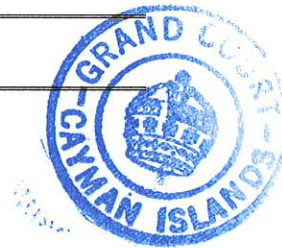
AND

FOURTH QUARTER PROPERTIES 1 (CAYMAN ISLANDS) LTD.

Defendant



WRIT OF SUMMONS



TO:

Fourth Quarter Properties 1 (Cayman Islands) Ltd.
1745 West Bay Road
PO Box 1316 KY1-1108
Grand Cayman
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 495G, 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 21st day of January 2011

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 and was at all material times a Company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff was formerly known as Caribbean Utilities Company Ltd. The Plaintiff's address for service is care of its attorneys, Appleby, PO Box 190, Grand Cayman, KY1-1104, Cayman Islands.
2. The Defendant is and was at all material times a Company organised and carrying on business pursuant to the laws of the Cayman Islands. The Defendant's registered office is 1745 West Bay Road, PO Box 1316 Grand Cayman KY1-1108, Cayman Islands.
3. The Defendant owes the sum of CI\$109,906.50 to the Plaintiff (the "**Debt**"), which sum remains outstanding.
4. By Application for Electrical Service dated 15 May 2001, the Defendant applied for electrical service to be supplied by the Plaintiff, which application was accepted by the Plaintiff (the "**Agreement**"). The Agreement comprised (a) an Application for Electrical Service signed by the Defendant on 15 May 2007; and (b) Customer Service – Terms of Service handbook dated as of 1995.
5. The Plaintiff commenced supply of electricity to the Defendant on 17 May 2007 under three (3) separate account numbers (317490, 317774, 317492). The Plaintiff supplied electricity to the Defendant from 17 May 2007 to 24 June 2009.
6. The terms of the Agreement were, *inter alia*, as follows:
 - a. Should the Plaintiff terminate the Agreement, the Defendant was to be liable for all unpaid amounts;
 - b. The Defendant acknowledged and agreed to the right of the Plaintiff to require security deposits or advance payments where these were deemed appropriate or necessary by the Plaintiff;

- c. Electricity bills were to be rendered monthly and mailed to customers. Payment was due when the bills were rendered (i.e. mailed from the Plaintiff's office); and
- d. The Plaintiff was authorised to discontinue service for non-payment of bills.
7. Between 7 March 2009 and 30 June 2009 the following invoices were issued to the Defendant (the "Invoices"):

No.	Bill Date	Description	Amount	Balance
<i>Account Number 70039 - 317490</i>				
1.	8 March 2009	Cycle Bill	CI\$19,684.57	CI\$19,684.57
2.	8 April 2009	Cycle Bill	CI\$21,517.24	CI\$41,201.81
3.	7 May 2009	Cycle Bill	CI\$19,782.28	CI\$60,984.09
4.	7 June 2009	Cycle Bill	CI\$21,424.11	CI\$82,408.20
5.	1 July 2009	Final Bill	CI\$12,421.21	CI\$94,829.41
<i>Account Number 70039 - 317774</i>				
6.	8 March 2009	Cycle Bill	CI\$3,821.78	CI\$3,821.78
7.	8 April 2009	Cycle Bill	CI\$4,224.06	CI\$8,045.84
8.	7 May 2009	Cycle Bill	CI\$3,987.05	CI\$12,032.89
9.	7 June 2009	Cycle Bill	CI\$2,350.02	CI\$14,382.91
10.	1 July 2009	Final Bill	CI\$532.98	CI\$14,915.89
<i>Account Number 70039 - 317492</i>				
11.	8 March 2009	Cycle Bill	CI\$25.00	CI\$25.00
12.	8 April 2009	Cycle Bill	CI\$25.00	CI\$50.00
13.	7 May 2009	Cycle Bill	CI\$25.00	CI\$75.00
14.	7 June 2009	Cycle Bill	CI\$25.60	CI\$100.60
15.	27 June 2009	Final Bill	CI\$60.60	CI\$161.20

8. The Defendant breached the Agreement, in that it (a) failed to pay the Invoices (or any of them); and (b) failed to provide security deposits for each of the accounts when requested by letters dated 11 December 2008. By reason of the defaults, the Plaintiff disconnected the Defendant's electricity service for non-payment of the Invoices on 24 June 2009.
9. To date, the Defendant has failed or neglected to make any payments despite demand and the whole of the Debt owed by the Defendant to the Plaintiff remains outstanding.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$94,829.41 being the principal sum due as at 21 January 2011 on account number 317490;
- b) CI\$14,915.89 being the principal sum due as at 21 January 2011 on account number 317774;
- c) CI\$161.20 being the principal sum due as at 21 January 2011 on account number 317492;
- d) Pre and post judgment interest calculated on and from 9 March 2009 in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- e) Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001; and
- f) Such further and other relief as this Court may deem just.

Appleby

Appleby
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$109,906.50 plus interest of CI\$9,612.68. The amount of the filing fees to commence the proceeding is CI\$200.00, plus ad valorem fees of CI\$900.00. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The basis upon which interest is claimed is as set out in paragraph 10 (d) above;
2. The prescribed rate of interest per annum is;
 - a) 5% for the period of 9 March 2010 to 30 October 2010; and
 - b) 2.375% for the period of 1 November 2010 to present.
3. The date from which interest is payable is 9 March 2009;
4. For account number 317490:
 - a) The total interest claimed as at 21 January 2011 is CI\$8,294.00; and
 - b) The amount of interest accruing due each day is CI\$6.17.
5. For account number 317774:
 - a) The total interest claimed as at 21 January 2011 is CI\$1,304.58; and
 - b) The amount of interest accruing due each day is CI\$0.97.
6. For account number 317492:
 - a) The total interest claimed as at January 2011 is CI\$14.10; and
 - b) The amount of interest accruing due each day is CI\$0.01.

This WRIT was issued by Appleby, Attorneys-at-Law for the Plaintiff whose address for service is Clifton House, 75 Fort Street, PO Box 190, Grand Cayman, KY1-1104, Cayman Islands (ref: JC/lv/304332.0179)

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 communication for him should be sent. In the case of a limited Defendant, "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.

Appleby Attorneys-at-Law 75 Fort Street PO Box 190 George Town Grand Cayman KY1-1104 CAYMAN ISLANDS Ref: JC/lv/304332.0179

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

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Acknowledgment of service of writ of summons (O.12, r.3)

**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 Law Courts, PO Box 495G, 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 installments 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2009

B E T W E E N:

CARIBBEAN UTILITIES COMPANY LTD.

Plaintiff

AND

FOURTH QUARTER PROPERTIES 1 (CAYMAN ISLANDS) LTD.

Defendants

ACKNOWLEDGMENT 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 no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for
[Defendant in person]
Address for service:

Please complete overleaf