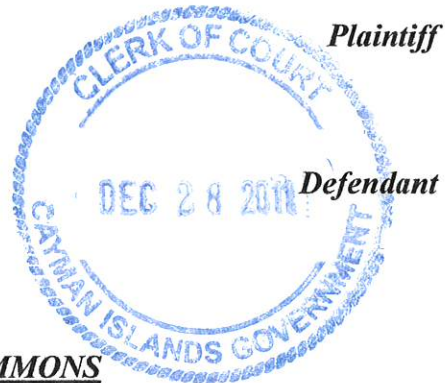


**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO. 419 OF 2011

BETWEEN GREAT LINE HOLDINGS LTD.

**AND BARRINGTON BENNETT T/A
NEW HORIZON CONSTRUCTION**



Plaintiff

Defendant

AMENDED WRIT OF SUMMONS

**TO: The Defendant
BARRINGTON BENNETT
T/A NEW HORIZON CONSTRUCTION
P.O. Box 164
Grand Cayman, KY1-1601**

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 judgement may be entered against you forthwith without further notice.

Issued this October 19, 2011.

Amended this 27th day of December 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.

GENERAL ENDORSEMENT

The Plaintiff claims is for against the Defendant to recover damages and accounting for breach of contract entered into between the parties on the 16th day of December 2010 whereby the Defendant agreed and undertook to construct and carry out certain works (herein referred to as "the Works") as a General Contractor on commercial building being George Town South Block 41D Parcel 61 in consideration of the Plaintiff paying to the Defendant a total sum of CI\$550,000.00. The Defendant has failed to complete the Works contracted for despite demands for him so to do and has also failed to comply with the Plaintiff's request for an accounting in respect of all sums paid to him by the Plaintiff pursuant to the said contract between the parties. As a consequence of the Defendant's said breach the Plaintiff has sustained losses and damages. :

~~1. By agreement dated December 16, 2010, the Plaintiff agreed with the Defendant to construct a mixed use commercial building located at George Town South Block 41D Parcel 61 in accordance with the terms of the agreement.~~

~~2. That the Defendant failed to execute his responsibilities under the agreement in a timely manner and by such failure breached the terms of the agreement.~~

~~3. That the Plaintiff by way of letter dated September 28, 2011 exercised its right to terminate the contract and required a full accounting of works and expenses.~~

~~4. That the Defendant has failed to deliver such account to the Plaintiff and has also failed to return all funds not applied to the Works as of the date of termination in accordance with the Agreement.~~

~~5. That the Defendant has substantial funds owing to the Plaintiff for works not executed.~~

AND THE PLAINTIFF CLAIMS:

~~1. That the Defendant render a full and true account of all funds not applied to works as of the date of termination do provide a full accounting of all sums provided to him pursuant to the contract;~~

~~2. The Return all outstanding monies for works not completed; return of all sums provided to him not included or accounted for in any such accounting;~~

~~3. Interest on all balances not accounted for in any such accounting;~~

~~3.4. Damages for breach of contract.~~

~~4.5. Pre and post judgment interest on the said damages pursuant to section 34 of the Judicature Law (2007 Revision).~~

~~5.6. Costs.~~

~~6.7. Further and other relief. Such further and other relief as may be appropriate in all the circumstances.~~

~~DATED THIS 19th DAY OF OCTOBER 2011~~
~~Amended this 27th day of December 2011~~

Murray & Westerborg

~~Great Line Holdings Ltd.~~
~~Murray & Westerborg~~
~~Attorneys-at-Law for the Plaintiff~~

~~This Generally Endorsed Writ of Summons was issued by Great Line Holdings (Plaintiff) Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is e/o Adriannie Webb Attorney at Law, P.O. Box 10192 Grand Cayman, KY1-1002 is that of their said Attorneys-at-Law, The Second Floor (South West Wing) Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.~~

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

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, P.O. Box 495G, George Town, Grand Cayman.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. If you wish to defend claims made in the Writ of Summons, or intend to attend the proceedings and to participate in them in so far as necessary (although not necessarily in an adversarial manner) you should tick the “Yes” box in paragraph 2 of the Acknowledgment of Service.
3. 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.
4. 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)”.
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO. 419 OF 2011

BETWEEN GREAT LINE HOLDINGS LTD.

PLAINTIFF

**AND BARRINGTON BENNETT T/A
NEW HORIZON CONSTRUCTION**

DEFENDANT

**AMENDED 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. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.~~

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

**BARRINGTON BENNETT
T/A NEW HORIZON CONSTRUCTION
P.O. Box 164
Grand Cayman, KY1-1601**

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 judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed)..... Dated; ~~October 2011~~
January 2012

Attorney] for the Defendant

Address for service: **BARRINGTON BENNETT
T/A NEW HORIZON CONSTRUCTION
P.O. Box 164
Grand Cayman, KY1-1601**

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:

MURRAY & WESTERBORG
Attorneys-at-Law
Second Floor (South West Wing)
Cayman Shipping Centre
10 Shipping Lane
George Town, Grand Cayman

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

BARRINGTON BENNETT
T/A NEW HORIZON CONSTRUCTION
P.O. Box 164
Grand Cayman, KY1-1601

Tel:
F:

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. 419 OF 2011

BETWEEN GREAT LINE HOLDINGS LTD.

PLAINTIFF

AND BARRINGTON BENNETT T/A
NEW HORIZON CONSTRUCTION

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a locally Registered Company under the Companies Law of the Cayman Islands with Registered Office situate at the offices of Adriannie Webb, Attorney-at-Law, Cayman Shipping Centre Building (South East Wing) 10 Shipping Lane, George Town, Grand Cayman and was at all material times the owner of property being Registration Section George Town South Block 41D Parcel 61 (“the Property”).
2. The Defendant was at all material times a resident of the Grand Cayman Island, Cayman Islands and at such times traded in the name of New Horizon Construction and held himself out as, inter alia, a General Contractor.
3. On or about the 16th day of December 2010 (“the Contract”) the Plaintiff contracted with the Defendant in his capacity as a General Contractor for him to build on the Property a mixed-use commercial building (“the Works”).
4. By Clause 17.2 of the Contract the Plaintiff became entitled to terminate the employment of the Defendant by serving on the Defendant one weeks notice of such termination.
5. By Clause 17.2 of the Contract in the event of such termination the Contractor shall immediately give up possession of the Property and give full accounts of all works and expenses and deliver to the Plaintiff such account and return all funds not applied to the Works as of the date of termination within one week of such termination.
6. On or about the 28th day of September 2011 the Plaintiff caused to be served on the Defendant a notice of termination and required his compliance with Clause 17.2 of the Contract.

7. On or about the 31st day of October 2011 the Plaintiff again wrote to the Defendant requesting an accounting.
8. The Defendant has failed to provide the said accounting requested of him.
9. By Schedule 2A of the Contract the Plaintiff was required to pay to the Defendant a total sum of CI\$125,000.00 for the purposes of preparing the land for construction. The said sum was duly paid in full to the Defendant and the Defendant duly carried out the Works in respect of the same.
10. By Schedule 2B of the Contract the Plaintiff agreed to pay to the Defendant the total sum of CI\$19,546.00 for the purpose of implementing and completing the Works required in preparing the parking lot. The Plaintiff paid to Defendant the sum of CI\$18,568.70 for the said Works.
11. The Defendant has failed to carry out the Works required in Schedule 2B of the contract save and except for the clearing of the area of debris and growth.
12. By Schedule 2C of the Contract the Plaintiff agreed to pay to the Defendant the sum of CI\$125,000.00 in respect of the construction of the walls and slabs on the Property. The Plaintiff paid to the Defendant the sum of CI\$118,750.00 in respect of this aspect of the Works but save and except for the running of the building blocks from the slab to second floor the Defendant has failed to complete this aspect of the Works.
13. In keeping with the terms of the Contract the Defendant presented to the Plaintiff an Invoice in the amount of CI\$100,000.00 wrongly dated 30th November 2009 relating to the supply of various items and for work done in respect of the Property.
14. This Invoice purported to be for the following:
 - (a) Drain Pipes to Ground Floor
 - (b) Purchasing and Installation of Stud Walls
 - (c) Deposit to purchase marmorand for exterior walls
 - (d) To build and install planter pots on second floor
 - (e) Dressing windows and Doors
 - (f) Light Fixtures for inside and out
 - (g) To dig hole for septic tank
 - (h) Construction of pad for water and gas tank
15. Save and except for the construction of the pad for the water and gas tanks the Plaintiff can find no evidence of carrying out of the tasks listed in the said Invoice, in respect of which the Plaintiff has paid to the Defendant the sum of CI\$95,000.00.

16. In the carrying out of the Works the Defendant was required to purchase and supply suitable rods, steel joists and railings in the construction of the building on the property.
17. The Defendant purchased from a sub-Contractor, General Fabricators of Hillside, New Jersey in the United States of America, and supplied certain steel joists in respect of this obligation.
18. The Plaintiff's engineers had certain concerns in respect of the steel joists supplied and required the technical specification documents for the steelworks in order to verify that they were fabricated in accordance with the plans for the Works.
19. The Plaintiff in reliance of the concerns expressed by their engineers required the Defendant to have the joists tested before using them with regards to the Works as the required technical specification documents were not provided by the Defendant as requested.
20. The Plaintiff's engineers also raised certain concerns in respect of the railings supplied by the said General Fabricators and the Plaintiff, on behalf of and through its Engineers required the Defendant to address these issues prior to any installation of the said railings.
21. The Defendant failed to provide the Plaintiff's Engineers with the necessary documentation and failed to carry out certain load testing, which he had agreed to have done, or to adequately address the concerns of the Plaintiff's engineers and in consequence of which the Plaintiff terminated the Contract between the parties.
22. The failure of the Defendant as claimed in paragraph 21 hereof is in breach of his obligations under Clauses 9 and 10 of the Contract.
23. That in consequence of such failure on the part of the Defendant the Plaintiff has sustained loss and damage and has had to employ the services of a new General Contractor to complete the Works.

Particulars of Loss and Damage

- (a) Increased cost of employing the services of new General Contractor of C/\$100,00.00;
- (b) The return of all sums paid to the Defendant in excess of the Works completed by him under the Contract and which sum the Plaintiff is unable to state until the Defendant has provided the requested Accounting and Invoices in support thereof;
- (c) Increased interest on borrowing from the Plaintiff's Bankers.

24. In the circumstances the Plaintiff claims the relief sought in the Writ of Summons hereto.

Dated the 27th day of December 2011

Murray & Westerborg

Murray & Westerborg
Plaintiff's Attorneys-at-Law

THIS STATEMENT OF CLAIM is filed by Murray & Westerborg, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys-at-Law, The Second Floor (South West Wing) Cayman Shipping Centre Building, 19 Shipping Lane, George Town, Grand Cayman.