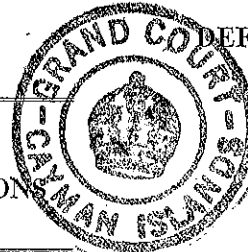


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. ⁷⁹ OF 2012

BETWEEN: ANDREW THOMAS PLAINTIFF

GENERAL WINDOWS AND DOORS LTD. DEFENDANT



EX PARTE ORIGINATING SUMMONS

LET ALL PARTIES CONCERNED attend before a Judge in Chambers at the Law Courts, George Town, Grand Cayman on the _____ day of _____ 2012 at _____ am / pm on the hearing of an application by the Plaintiff for:

1. An order in the terms of the draft Order, submitted with this originating summons.
2. The Defendant shall pay the costs of and incidental to this application, including the costs of appointing a receiver.
3. Such further or other relief as this Court deems fit.

Dated this 21 day of February 2012.

Mourant Ozannes

Mourant Ozannes
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

TIME ESTIMATE: The estimated length of the hearing of this summons is 15 minutes.

THIS IS AN EX PARTE APPLICATION AND IT IS NOT INTENDED THAT IT BE SERVED ON ANYONE

THIS EX-PARTE ORIGINATING SUMMONS was filed by Mourant Ozannes, Attorneys-at-Law for the Plaintiff whose address for service is Third Floor, Harbour Centre, 42 North Church Street, George Town, P.O. Box 1348, Grand Cayman KY1-1108, Cayman Islands. Ref: 2035275/HYLTT/MdFJ/3944107/1.

4. This Order was made on the _____ of _____ 2012 by a Judge of the Grand Court on the application of the Plaintiff, Mr. Andrew Thomas.
5. This Order was made at a hearing without notice to the Defendant. The Defendant has the right to apply to the Court to vary or discharge this Order. Anyone served with or notified of this Order may apply to the court at any time to vary or discharge this Order (or so much of it as it affects that person), but they must give the Plaintiff's attorneys 72 hours notice in writing of their intention to do so. If any evidence is to be relied upon in support of the application to vary or discharge, the substance of it must be communicated in writing to the Plaintiff's attorneys 72 hours in advance of any application.
6. Until after the ex parte return date or further order, Mr. Daniel Lowe, Principal of Lowes Global Debt Collection Services, P.O. Box 12381, KY1-1011 ('the Receiver') shall be appointed to collect, get in, manage and receive all monies, and rents due and accruing due to the Defendant, General Windows and Doors Ltd, as well as to take custody of the Defendant's property at 29 Commercial Avenue, North Sound Road, (registration section: George Town East, Block 19E, Parcel 134). All such monies shall be held by the Receiver and applied towards the judgment debt, subject to the Order of the Court, for the benefit of the Plaintiff, Mr. Andrew Thomas.
7. The Defendant shall at the Receiver's request transfer and / or cause to be transferred and / co-operate in the transfer and / or surrender possession or control of any of its assets or property to the Receiver.
8. The Defendant shall deliver or make available for inspection to the Receiver, forthwith on their request (and in any event within 7 days after the service of this Order on it) all books, accounts, papers, contracts, records and other documents showing or evidencing the value, location and details of its assets and properties, including but not limited to:
 - a. Its Register of Directors and Register of Members and Officers;
 - b. Bank statements for any account in the name of the company or in which the company has an interest or where has the right to give instructions;
 - c. Share certificates, and any statement or other document showing or evidencing the company's interest in any shares or other securities;

- d. Any deeds, title certificates or any other documents evidencing the company's interest in any real property;
 - e. Any loan agreement(s) or other document evidencing money lent or borrowed by the company; and
 - f. Any lease agreement(s) that the Defendant has entered into with other parties, including but not limited to tenants.
9. The Receiver shall have the power to take any such steps as may seem necessary and expedient in order to recover all judgment debts owing to the Plaintiff, Mr. Andrew Thomas, in particular:
 - a. To collect, get in, manage and receive all monies, debts, rents, assets and property of the Defendant;
 - b. To transfer to an account in his names or under his control the balance in any bank account of the Defendant;
 - c. To transfer to himself or to a nominee on his behalf, any assets or property of the Defendant, including any securities;
 - d. To exercise the voting rights and any other rights or powers attaching to any securities held by the Defendant or in which the Defendant has any legal or beneficial interest;
 - e. To assign the benefit of any contract to himself or to a nominee on his behalf.
10. The Defendant shall co-operate with any enquiries made by the Receiver to any third party, (including tenants and banks) for the purpose of ascertaining the value, location and details of the Defendant's assets. If requested by the Receiver, the Defendant shall promptly give written confirmation to the third party of the Receiver's authority to make enquiries and receive information in its name.
11. The Receiver shall be authorized to charge remuneration in an amount to be approved by the Court, thereby allowing the Receiver to recover such charges from the Defendant.
12. Security shall be dispensed with.

