

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GD254 OF 2012

BETWEEN

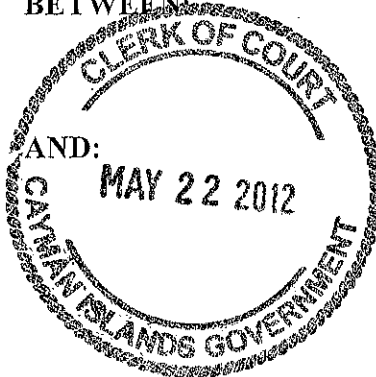
SEAFREIGHT LINE LTD
SEAPACK INC

PLAINTIFFS

AND:

WEST INDIAN SHIPPING LTD

DEFENDANT



WRIT OF SUMMONS



TO: WEST INDIAN SHIPPING LTD

of Giglioli & Company, P.O. Box 2505, 4th Floor, Kirk House, Panton Place,
Albert Panton Street, George Town, Grand Cayman, Cayman Islands KY1-1104

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out of 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, P.O. Box 495, George Town, Grand Cayman KY1-1106, 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 16th day of May 2012

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiffs' claim is for the sum of US\$492,893.75 pursuant to two Agency Agreements signed by the Plaintiffs and the Defendant on or about 28th and 29th February 2008.
2. The First Plaintiff entered into an Agreement with the Defendant whereby it was contracted to provide full liner agency services relating to the First Plaintiff's shipping liner transport service between Florida and the Cayman Islands. It was an express term of the Agreement that the Defendant would be responsible for, inter alia, the collection of all revenue derived from ocean bills of lading from the First Plaintiff in the Cayman Islands for shipments to and from Florida and the Cayman Islands.
3. The Second Plaintiff also entered into an Agreement with the Defendant whereby it was contracted to provide full liner agency services relating to the Second Plaintiff's shipping liner transport service between Florida and the Cayman Islands. It was an express term of the Agreement that the Defendant would be responsible for, inter alia, the collection of all revenue derived from ocean bills of lading from the Second Plaintiff in the Cayman Islands for shipments to and from Florida and the Cayman Islands.
4. Pursuant to the said Agreements the Defendant collected monies on behalf of the Plaintiffs in the Cayman Islands from shipments made to and from Florida and the Cayman Islands. Although incomplete, revenue in the amount of approximately US\$1,990,000.00 was collected and deposited in bank accounts in the Cayman Islands by the Defendant that was eventually remitted to the Plaintiffs. However, the Defendant has failed to pay the total amount of the monies collected and due to the Plaintiffs for revenue collected by the Defendant on behalf of the Plaintiffs as required by the contractual terms of the Agreements.
5. The Defendant has failed to pay the Plaintiffs the full amount due to them pursuant to the Agreements and has failed to return the monies due and owing to the Plaintiffs. Monies collected by the Defendant have not been paid to the Plaintiffs.

PARTICULARS

6. A comprehensive schedule of all amounts collected by, and remitted by the Defendant, and owed to the Plaintiffs is attached hereto.

SEPTEMBER 1, 2010
RECAPITULATION OF ALL THE ACTIVITIES INVOLVING
WEST INDIAN SHIPPING (WIS) DURING THEIR AGENCY
REPRESENTATION OF SEAFREIGHT LINE AND SEAPACK
AT GRAND CAYMAN

Total freight collectable by WIS on behalf of Seafreight and Seapack:

Seafreight "collects" inbound into Cayman	2,781,017.23	
Seafreight "Prepaid" outbound from Cayman	172,195.96	
Seapack (GDZ) "Collect" inbound into Cayman	473,055.01	
Seapack (Magaya) "Collect" inbound into Cayman	192,472.98	
Total Freights collectable by WIS		3,618,741.18

Total Expenses incurred by WIS on behalf of Seafreight and Seapack

Seafreight Expenses	1,094,390.31	
Seapack Expenses	41,457.12	
Total expenses incurred by WIS		(1,135,847.43)

Total funds transferred from WIS to Seafreigh/Seapak (1,990,000.00)


Total owed by WIS to Seafreight/Seapack as of 9/1/2010 492,893.75

7. Further the Plaintiffs are entitled to and claim interest on the US\$492,893.75 owing pursuant to Section 34(1) of the Judicature Law (2004 Revision) at the rate of 7.25% per annum from 29th February 2008 to 1st December 2008 in the sum of US\$26,861.38 and at the rate of 5% from 1st December 2008 to 1st November 2010 in the sum of US\$46,986.10 and at the rate of 2.375% per annum from 2nd November 2010 to 16th May 2012 in the sum of US\$16,416.96 and sections 4 and/or 5 of the Judgment Debts (Rates of Interest) Rules 2010 (as amended from time to time) or under the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall think fit.
8. Further, the Plaintiffs are entitled to and hereby claim interest on the said sum of US\$492,893.75 at the rate of 2.375% from 16th May 2012 until judgment or sooner payment at the rate of US\$32.00 per diem.

AND THE PLAINTIFFS CLAIM AGAINST THE DEFENDANT:

1. Payment of the said principal sum of US\$492,893.75.
2. An accounting of all sums collected by the Defendant for and on behalf of the Plaintiffs.
3. Interest to date pursuant to Section 34 (1) of the Judicature Law (2004 Revision) in the total sum of US\$90,264.44.
4. Or interest pursuant to the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall think fit.
5. Continuing interest at the rate of 2.375% at US\$32.00 per diem.
6. Costs.

Dated the 16th day of May 2012


RITCH & CONOLLY
Attorneys at Law for the Plaintiffs

TO: The Clerk of the Court
AND TO: The Defendant c/o Giglioli & Company, P.O. Box 2505, 4th Floor, Kirk House, Panton Place, Albert Panton Street, George Town, Grand Cayman, Cayman Islands KY1-1104

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$492,893.75 and US\$90,264.44 for interest, together with fixed costs of CI\$500.00 and court fees of CI\$2,420.86 further proceedings will be stayed. The money must be paid to the Plaintiffs or its Attorney.

First Plaintiff's address:

Seafreight Line Ltd
Appleby Trust (Cayman) Ltd
PO Box 1350
Clifton House
75 Fort Street, George Town
Grand Cayman
c/o
Ritch & Conolly
PO Box 1994
Queensgate House
113 South Church Street
Grand Cayman KY1-1104

Second Plaintiff's address:

SeaPack Inc
2800 N.W. 105th Avenue
Miami, Florida 33172
USA
c/o
Ritch & Conolly
PO Box 1994
Queensgate House
113 South Church Street
Grand Cayman KY1-1104

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

SEAFREIGHT LINE LTD
SEAPACK INC

PLAINTIFFS

AND:

WEST INDIAN SHIPPING LTD

DEFENDANT

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

Please complete overleaf

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.

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

**Ritch & Conolly
PO Box 1994
113 South Church Street
George Town
Grand Cayman KY1-1104**

MB/12825/SeafeightLineLtd

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

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, P.O. 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 instalments or otherwise.

See over for notes for guidance

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. 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.