

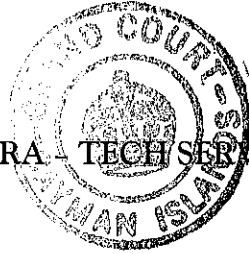
IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 24 OF 2002

BETWEEN:

ELECTRA TECH SERVICES LTD



Plaintiff

AND

ELECTRICAL ENTERPRISES (2000) LTD carrying on
business as ELECTRICAL ENTERPRISES LTD.

Defendant

WRIT OF SUMMONS

TO: Electrical Enterprises (2000) Ltd.
In care of its Registered Office
Truman Bodden & Co.
PO Box 866 GT
Grand Cayman

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, 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 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 11th day of April 2002.

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 a company incorporated pursuant to the laws of the Cayman Islands and carries on business in the Cayman Islands as a provider of electrical services and materials. Its registered office is in care of Foreshore Corporate Service, P.O. Box 1994 GT, Grand Cayman, Cayman Islands
2. The Defendant, Electrical Enterprises (2000) Ltd., is a corporation incorporated pursuant to the laws of the Cayman Islands and carries on business as an electrical contractor. Its registered office is in care of Truman Bodden & Co, P.O. Box 866 GT, Grand Cayman, Cayman Islands.
3. The Defendant also trades as "Electrical Enterprises Ltd."
4. Between April 2001 and August 2001, the Defendant ordered certain materials and services from the Plaintiff, which the Plaintiff agreed to provide.
5. The Defendant agreed to pay the invoices upon being rendered in accordance with the invoiced terms.
6. The terms of each invoice is as follows:
 - a. The Defendant agreed to pay all charges within seven (7) days of the rendering of the invoice.
 - b. Failing payment within seven (7) days, the Defendant agreed to pay handling charges on the outstanding amount of each invoice at the rate of 2% per month.
7. The Plaintiff did provide electrical services and materials as ordered by the Defendant and rendered invoices to the Defendant.
8. As of the date of the issuance of this proceeding the following sums are due and owing:
 - a. Unpaid invoices CI\$18,525.02
 - b. Financing interest charges of CI\$3,636.62 in accordance with paragraph 6(b) above.
9. The Defendant has refused or otherwise failed to pay the invoices and financing charges as rendered.

10. Numerous requests have been made of the Defendant to make payment on the due sum, but the Defendant has not made payment.
11. Further, the Plaintiff loaned the Defendant a piece of equipment identified as a "FPI 32 Programmer Tester" for use on a job that the Defendant was completing. The terms of the loan were that the Defendant would borrow the equipment for the completion of the job and immediately thereafter would return the equipment to the Plaintiff.
12. The Defendant has refused to return the equipment to the Plaintiff despite numerous requests for its return.
13. As a result of the above, the Plaintiff is entitled to the relief requested in this proceeding.

AND THE PLAINTIFF claims:

1. The sum of CI\$18,525.02 being sums due on outstanding invoices rendered;
2. CI\$3,636.62 being interest finance charges to the date of issuance of this proceeding (11 April 2002) as claimed at 6 (b) above;
3. pre-judgment and post-judgment interest at the rate of 2% per month in accordance with the agreement pleaded above;
4. Alternatively pre- and post-judgment interest upon the principle sum pleaded above pursuant to the Judicature Law (1995 Revision) in the Judgment Debts (Rights of Interest Rules) as prescribed from time to time;
5. an order directing the Defendant to return the identified equipment loaned to the Defendant by the Plaintiff.
6. Costs as taxed on an indemnity or, alternatively, a standard basis.

11 April 2002


.....
HUNTER & HUNTER

INDORSEMENT

The amount claimed in respect of the debt is CI\$18,525.02 as principal and CI\$3,636.62 as interest until the date of the issuance of the Writ of Summons for a total of CI\$22,161.22. The amount of the costs is CI\$500 and the cost of issuing the Writ of Summons is CI\$ 235.25 (CI\$150.00 plus ad valorem calculation of 85.25). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs 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.

INTEREST INDORSEMENT

Pursuant to Order 6(2)(e)

1. Prescribed rate of interest during the entire period of the claim is 2% per month.
2. The date from which interest accrues is from the date of each invoice rendered.
3. The total interest claimed as of the date of the issuance of the date of Writ of Summons is CI\$3,636.62.
4. The amount of interest accruing each day following the issuance of the Writ is CI\$12.18.

THIS WRIT was issued by Hunter & Hunter, Attorneys-at Law for the Plaintiff[s] whose address for service is that of its said Attorneys, namely 75 Fort Street, The Huntlaw Building, P.O. Box 190 GT, Grand Cayman, Cayman Islands (WAS/08835.005)

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.

Please complete overleaf

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2002

B E T W E E N:

ELECTRA - TECH SERVICES LTD.

Plaintiff

AND

**ELECTRICAL ENTERPRISES (2000) LTD. carrying on
business as ELECTRICAL ENTERPRISES LTD.**

Defendant

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

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

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for[] [Defendant in person]

Address for service

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.

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

Hunter & Hunter
The Huntlaw Building
75 Fort Street
PO Box 190 GT
Grand Cayman
Telephone: (345)949-4900 Telefax: (345)949-4901

Ref: WAS/08835.005

Indorsement 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 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.