

IN THE GRAND COURT OF THE CAYMAN ISLANDS

779
CAUSE NO. OF 2003

BETWEEN SHARP ELECTRONICS CORPORATION PLAINTIFF

AND: OFFICE PAVILION LIMITED FIRST DEFENDANT

SCOTT HENDERSON

SECOND DEFENDANT



WRIT OF SUMMONS

TO THE DEFENDANTS:

- | | |
|---|--|
| 1) Scott Henderson P.O. Box 2253 GT Crewe Road George Town Grand Cayman | 2) Office Pavilion Limited P.O.Box 2253 GT Crewe Road George Town 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 495 G.T., George Town, Grand Cayman, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued 2nd December 2003

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 Plaintiff is a manufacturer and supplier of, inter alia, electronic office equipment, and is based in Mahwah, New Jersey, in the United States of America.
2. The First Defendant is a retailer of electronic equipment based in the Cayman Islands, and formerly traded as Supplies Unlimited.
3. The Second Defendant is the President of the First Defendant.
4. Pursuant to agreements entered into between the Plaintiff and the First Defendant, the Plaintiff supplied the First Defendant at the request of the First Defendant with items of electronic office equipment in consideration for payment by the First Defendant for the said equipment in accordance with the Plaintiff's standard terms and conditions. In some instances these terms and conditions were varied so as to extend the time for payment by the First Defendant and/or to provide a small discount for payment in cash or by certified cheque, as stated in the Plaintiff's statement of account with the First Defendant, a copy of which is attached at Schedule 1 herein.
5. The total amount payable by the First Defendant to the Plaintiff in respect of all the agreements referred to in paragraph 4 was, as at 11th June 2003, US\$284,180.33. By 9th April 2003 the First Defendant and/or the Second Defendant had paid the Plaintiff the sum of US\$33,228.82. As at 21st July 2003 the Plaintiff had also made agreed deductions from the total amount owed in the sum of US\$13,431.73 in respect of, inter alia, advertising costs.
6. As at the date of issue of the Writ of Summons the total sum owed by the First Defendant to the Plaintiff in respect of the agreements referred to at paragraph 4 was US\$237,519.78. In breach of the agreements referred to in paragraph 4 the First Defendant has failed and/or refused to pay this sum, which remains due and owing by the First Defendant to the Plaintiff. The First Defendant has acknowledged this debt in a letter dated 5th November 2003 to the Plaintiff's attorneys.

7. By a guarantee in writing dated 22nd January 1992, and in consideration of the Plaintiff, inter alia, advancing credit to Supplies Unlimited, the Second Defendant and another guaranteed to the Plaintiff the prompt and full payment to the Plaintiff when due all of the indebtedness and liabilities of the First Defendant of any kind for which it was then or thereafter became liable to the Plaintiff. The Second Defendant is jointly and severally liable for the obligations contained in the guarantee.
8. Despite a demand by the Plaintiff's attorneys, the Second Defendant has failed to pay the First Defendant's outstanding indebtedness to the Plaintiff. As stated at paragraph 6 above, as at the date of issue of the Writ of Summons the balance outstanding and owing to the Plaintiff is US\$237,519.78.
9. Pursuant to Section 34(1) of the Judicature Law (2002 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 the Plaintiff also claims interest at the rate of 6.25% per annum from 11th June 2003 until 31st August 2003 inclusive (81 days at US\$40.67 per day, being a total of US\$3,294.27), and interest at the rate of 3% per annum from 1st September 2003 until judgment or sooner payment (at the date of the issue of the Writ of Summons being 92 days at US\$19.52 per day, a total of US\$1,795.84). The total amount of interest claimed as at the date of the issue of the Writ of Summons is US\$5,090.11.

AND THE PLAINTIFF CLAIMS

1. The said sum of US\$237,519.78.
2. Interest pursuant to Section 34(1) of the Judicature Law (2002 Revision) and the Judgment Debts (Rates of Interest) Rules 1995, at the rate of 6.25% per annum from 11th June 2003 until 31st August 2003 inclusive (81 days at US\$40.67 per day, being a total of US\$3,294.27), and interest at the rate of 3% per annum from 1st September 2003 until judgment or sooner payment (at the date of the issue of the Writ of Summons being 92 days at US\$19.52 per day, being a total of US\$1,795.84), the total amount of interest claimed as at the date of the issue of the Writ of Summons being US\$5,090.11.
3. Costs.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of **US\$237,519.78** plus interest in the sum of US\$5,090.11 and interest calculated at the rate of **US\$19.52** per diem from the date of the issue of the Writ of Summons until payment,

plus the sum of CI\$1,613.83 in respect of fees and the Plaintiff's costs, to be taxed if not agreed, further proceedings will be stayed. The funds must be paid to the Plaintiff or its attorney.

Campbells

CAMPBELLS

Attorneys at Law for the Plaintiff

Dated 2nd December 2003

Filed 2nd December 2003

SCHEDULE 1

101308

SHARP ELECTRONICS CORPORATION
SHARP PLAZA
MAHWAH, NJ 07430

STATEMENT OF ACCOUNT

176454
OFFICE PAVILION
CAYMAN ISLANDS, BRITISH WEST INDIES

| Doc. # | PK | Ref # | Allocation# | Doc Date | Net Due | Trms | Amount |
|------------|----|--------------------------|-------------|------------|------------|--------------------|-------------|
| 92491550 | 1 | \$7,005.46 | 92491550 | 4/16/2003 | 4/21/2003 | 2% Cash With Order | 658.72 |
| 92491551 | 1 | \$7,005.46 | 92491551 | 4/16/2003 | 4/21/2003 | 2% Cash With Order | 3,155.45 |
| 92491980 | 1 | \$7,005.46 | 92491980 | 4/18/2003 | 4/21/2003 | 2% Cash With Order | 2,173.49 |
| 92491961 | 1 | \$7,005.46 | 92491961 | 4/16/2003 | 4/21/2003 | 2% Cash With Order | 870.99 |
| 92492353 | 1 | \$7,005.46 | 92491550 | 4/18/2003 | 5/16/2003 | Net 30 | 35.19 |
| 92492354 | 1 | \$7,005.46 | 92491550 | 4/16/2003 | 5/16/2003 | Net 30 | 7.25 |
| 92492355 | 1 | \$7,005.46 | 92491960 | 4/18/2003 | 5/16/2003 | Net 30 | 31.41 |
| 92492356 | 1 | \$7,005.46 | 92491980 | 4/18/2003 | 5/16/2003 | Net 30 | 12.07 |
| 92492357 | 1 | \$7,005.46 | 92491961 | 4/16/2003 | 5/16/2003 | Net 30 | 8.74 |
| 92492358 | 1 | \$7,005.46 | 92491961 | 4/18/2003 | 5/16/2003 | Net 30 | 7.67 |
| 92492359 | 1 | \$7,005.46 | 92491551 | 4/16/2003 | 5/16/2003 | Net 30 | 25.82 |
| 92492360 | 1 | \$7,005.46 | 92491551 | 4/18/2003 | 5/16/2003 | Net 30 | 34.65 |
| 92583647 | 1 | \$7,005.46 | 92583647 | 6/6/2003 | 6/11/2003 | 2% Cash With Order | 148.81 |
| 1300396825 | 1 | 953117 | 48832910 | 11/6/2003 | 11/11/2003 | 5% Certified Check | 543.02 |
| 1600072374 | 11 | 410094 | 900123 | 4/3/2001 | 4/3/2001 | Credit | (589.90) |
| 1600072373 | 11 | 458822 | 900148 | 6/19/2001 | 6/19/2001 | Credit | (198.03) |
| 81234842 | 11 | 91234842 | 20010620 | 6/20/2001 | 6/20/2001 | Credit | (3,200.00) |
| 1300072372 | 11 | 467200 | 900152 | 7/2/2001 | 7/2/2001 | Credit | (211.84) |
| 91348924 | 11 | 1ST QUARTER Advertising | | 8/15/2001 | 8/15/2001 | Credit | (5,451.23) |
| 1800072371 | 11 | 527483 | 900190 | 10/24/2001 | 10/24/2001 | Credit | (34.20) |
| 91495428 | 11 | 91495423 | 20011025 | 10/25/2001 | 10/25/2001 | Credit | (930.00) |
| 91848748 | 11 | 3RD QUARTER Advertising | | 4/26/2002 | 4/26/2002 | Credit | (1,738.00) |
| 92655520 | 11 | 92655520 | 20030721 | 7/21/2003 | 7/21/2003 | Credit | (49.00) |
| 1400434298 | 15 | 27573 WIRE-11/18 | | 12/26/2001 | 12/26/2001 | Payment | (45.90) |
| 1400198810 | 15 | 15548 | 91010671 | 1/8/2002 | 1/8/2002 | Payment | (3,843.28) |
| 1400217528 | 15 | 77483 | 91010671 | 2/15/2002 | 2/15/2002 | Payment | (805.81) |
| 1400231257 | 15 | 1078157543 | 91110401 | 3/19/2002 | 3/19/2002 | Payment | (86.80) |
| 1400233659 | 15 | 1078157549 | 91110401 | 3/25/2002 | 3/25/2002 | Payment | (792.73) |
| 1400242850 | 15 | 79140 | 91010671 | 4/17/2002 | 4/17/2002 | Payment | (88.85) |
| 1400300449 | 15 | 81496 | 92096348 | 9/16/2002 | 9/16/2002 | Payment | (67.00) |
| 1400308159 | 15 | 81662 | 831537 | 10/8/2002 | 10/8/2002 | Payment | (774.36) |
| 1400349062 | 15 | 1078160489 | 898236 | 2/1/2003 | 2/1/2003 | Payment | (12,133.83) |
| 1400368919 | 15 | 33082 o/a 33082 | | 3/20/2003 | 3/20/2003 | Payment | (3,000.00) |
| 1400376426 | 15 | 1078161817 | 981270 | 4/8/2003 | 4/8/2003 | Payment | (7,005.45) |
| 1400378860 | 15 | 1078161619 Scott Henders | | 4/9/2003 | 4/9/2003 | Payment | (5,000.00) |
| 100220258 | 17 | 91181205 91181205-b/b | | 5/31/2001 | 5/31/2001 | Credit | (1,051.48) |
| | | | | | | | 238,062.30 |