

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 243 OF 2004

BETWEEN:

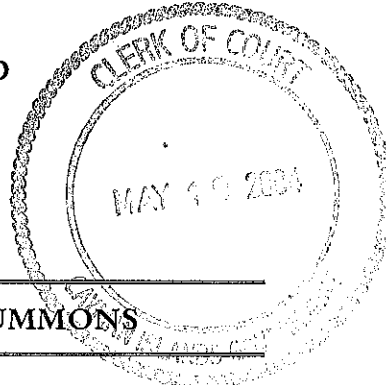
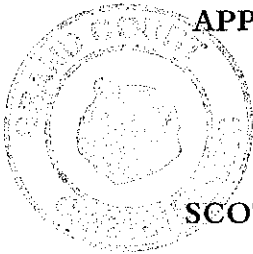
APPLEBY CORPORATE SERVICES (CAYMAN) LIMITED

Plaintiff

AND

SCOTT HENDERSON

Defendant



WRIT OF SUMMONS

TO: Mr. Scott Henderson
P.O. Box 2253 GT
Grand Cayman, Cayman Islands

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, PO Box 495GT, 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 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 judgment may be entered against you forthwith without further notice.

Issued this 10th day of May 2004.

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 provider of corporate and registered offices services in the Cayman Islands with offices located at PO Box 1350 GT, Clifton House, 75 Fort Street, George Town, Grand Cayman. The Plaintiff was formerly known as Huntlaw Corporate Services Ltd. until 1 April 2004.
2. The Defendant is an individual who resides in Grand Cayman, Cayman Islands.
3. On 5th February 2004 the Defendant signed a Personal Guarantee in respect of debts totalling US\$16,218.40 owed to the Plaintiff by his companies known as Office Pavilion Ltd., Cayman Flooring & Kitchen Specialists Ltd., VP-CRH Limited and Hakuna Matata Ltd. ("the Companies"). These debts arose out of various invoices rendered to the subject companies by the Plaintiff, and which were unpaid. These invoices included outstanding amounts due to the Cayman Islands Government in relation to annual and other corporate fees.
4. In consideration of the Plaintiff agreeing not to commence legal action forthwith in relation to US\$16,218.40 ("the debt") the Defendant agreed to the following terms:
 - a. The Defendant would make monthly payments of US\$2,703.06 starting on 21 March 2004 and continuing until the total sum was repaid;
 - b. In the event of default of payment, all costs and expenses of collection or attempts at collection would be recoverable;
 - c. In the event of default of payment, the Defendant would be liable for all legal fees incurred in enforcing the debt on a full indemnity basis;
 - d. In the event of default of payment, interest would apply at the rate applicable from time to time under the Judicature Law from the date on which the debt was first incurred by the Companies.

After making only one payment of US\$2,703.06 on 25 March 2004 (which paid in full the debt of Cayman Flooring and Kitchen Specialists Ltd.), the Defendant did default on the payment of the monthly amount.

6. As of the date of these proceedings, the following amounts are due for services rendered to the Companies (these amounts do not include any fees which have not been paid by the Plaintiff to the Cayman Island Government in respect of annual and other corporate fees):

Company	Invoice Number	Date of Invoice	Amount Owing	Due Date
Office Pavilion Ltd.	#25143	15 September 2003	US\$1,219.43	31 Dec. 2003
VP-CRH Limited	#25493	15 September 2003	US\$2,670.38	31 Dec. 2003
Hakuna Matata Ltd.	#22544	23 September 2002	US\$3,527.65	15 Mar. 2003
Hakuna Matata Ltd.	#24781	15 September 2003	US\$2,788.38	31 Dec. 2003
		Total	US\$10,205.84	

7. Therefore, the Defendant is indebted to the Plaintiff in the amount of US\$10,205.84. In addition, the Plaintiff claims its costs of these proceedings and interest at the rate of interest in accordance with the Judicature Law (2002 Revision).
8. As a result of the above, the Plaintiff is entitled to the relief claimed.

AND THE PLAINTIFF CLAIMS:

1. Principal in the amount of US\$10,205.84;
2. US\$195.10 in pre judgment interest from the dates upon which respective invoices were due for payment;
3. Pre and post Judgment interest from the date of issuance of these proceedings in accordance with the Judicature Law (2002 Revision);
4. Costs; and
5. Such further or other relief as the Court deems fit.

APPLEBY SPURLING HUNTER .

Appleby Spurling Hunter
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service

Appleby Spurling Hunter Attorneys-at-Law The Clifton House, 75 Fort Street P.O. Box 190 GT, Grand Cayman Tel: 949-4900 Fax: 949-4901 Ref: NJ/08085.666
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INDORSEMENT

The amount claimed in respect of the debt is US\$10,205.84 as principal and US\$195.10 interest and costs to be assessed. 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, interest and the costs of issuing the writ of summons (CI\$150.00), further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law. If no payment is made, the Plaintiff elects to have costs taxed.

INDORSEMENT REGARDING INTEREST

(Order 6 (2)(e) of the Grand Court Rules)

- i. The rate of interest during the entire relevant period from which the respective invoices were due for payment is 3% in accordance with the Judicature Law (2002 Revision) and the Judgment Debts (Rates of Interest) Rules as amended.
- ii. The total interest claimed, as at the date of the issue of the writ of summons is US\$195.10.
- iii. The amount of interest accruing each day following the issue of the writ of summons is US\$0.83 per day.

**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 each Defendant or by each 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
Please complete overleaf*

243

BETWEEN:

APPLEBY CORPORATE SERVICES (CAYMAN) LIMITED

Plaintiff

AND

SCOTT HENDERSON

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

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 communication 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.

Appleby Spurling Hunter
Attorneys-at-Law
Clifton House,
75 Fort Street, P.O. Box 190 GT
Grand Cayman
Tel: 949-4900
Fax: 949-4901
Ref: NJ/08085.666

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

[Empty box for defendant's attorney indorsement]