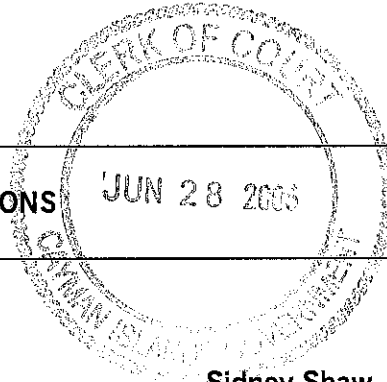
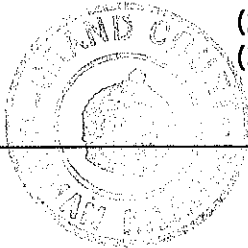


IN THE GRAND COURT OF THE CAYMAN ISLANDS

251
CAUSE NO OF 2006

BETWEEN: KINCO LTD **PLAINTIFF**
AND: (1) GENERAL WINDOWS AND DOORS LTD **DEFENDANTS**
(2) LLOYD SHAW
(3) SIDNEY SHAW



WRIT OF SUMMONS

TO:

General Windows and Doors
PO Box 2505 GT
Kirk House
Grand Cayman
Cayman Islands

Lloyd Shaw
PO Box 1397 GT
Kirk House
Grand Cayman
Cayman Islands

Sidney Shaw
PO Box 1397 GT
Kirk House
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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, PO Box 495, 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 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 28th day of June 2006

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 manufacturer of windows and doors incorporated and licensed to carry on business at 3600 Port Jacksonville Pkwy, Jacksonville, Florida 32226 (United States of America).
2. The 1st Defendant is a company which distributes windows and doors. It is incorporated and licensed to carry on business in the Cayman Islands, having its registered office at OL Panton, PO Box 876 GT, Panton Building, Crewe Road, George Town, Grand Cayman and its place of business at 29 Commercial Avenue, North Sound Road, George Town, Grand Cayman.
3. The 2nd and 3rd Defendants are residents of the Cayman Islands and Directors of the 1st Defendant.
4. In the period between September to December 2003, the 2nd and 3rd Defendants ordered goods in the sum of US\$234,635.83 (CI\$192,401.38) from the Plaintiff on their own behalf or on behalf of the 1st Defendant.
5. To date, the 1st, 2nd and 3rd Defendants have paid the amount of US\$30,490.89 (CI\$25,002.52), leaving the sum due of US\$204,144.94 (CI\$167,398.85).
6. Therefore, the 1st, 2nd and 3rd Defendants are indebted to the Plaintiff in the sum of US\$204,144.94 (CI\$167,398.85).

7. Further and or in the alternative, the 2nd and 3rd Defendants have executed various promissory notes in respect of the debt.
8. The 2nd Defendant executed a promissory note dated 17 October 2003 for the sum of US\$122,410.64 (CI\$100,376.72), annexed at Annex A. Therefore, the 2nd Defendant is liable for US\$122,410.64 (CI\$100,376.72).
9. The 3rd Defendant executed:
 - (i) a promissory note dated 23 September 2003 for the sum of US\$32,000 (CI\$26,240), annexed at Annex B;
 - (ii) the promissory note dated 17 October 2003 for the sum of US\$122,410.64 (CI\$100,376.72), annexed at Annex A and
 - (iii) a promissory note dated 9 December 2003 for the sum of US\$43,321.40 (CI\$35,523.54), annexed at Annex C.

Therefore, the 3rd Defendant is liable for US\$197,732.04 (CI\$162,140.27).

10. By letters dated 13 December 2005, the Plaintiff through its Attorneys-at-Law, demanded that the Defendants pay the sum of US\$204,144.94 (CI\$167,398.85).
11. Notwithstanding the said demand, the Defendants have made no further payments towards settlement of the debt.
12. By letter dated 6 February 2006 from the 1st Defendant's Attorneys-at-Law, annexed at Annex D, the first defendant openly accepted its indebtedness to the plaintiff.
13. By reason of the matters aforesaid the Plaintiff has incurred loss and expense.

AND the Plaintiff claims from the 1st, 2nd and 3rd defendants:

1. The principal sum of US\$204,144.94 (CI\$167,398.85).
2. Pre-Judgment Interest on the amount of US\$204,144.94 (CI\$167,398.85) thereon at the rate of 3% per annum, or at such other rate as the Court directs, from 9 December 2003 to date.
3. Post-Judgment Interest pursuant to Section 34 of the Judicature Law (2004 Revision).
4. Costs.

STATEMENT REGARDING INTEREST

- (i) The rate of Pre-Judgment Interest from 9 December 2003 to date is 3%.
- (ii) The total amount of interest claimed to 28 June 2006 is US\$15,638.96 (CI\$12,823.95).
- (iii) The interest accruing each day hereafter is US\$16.78.

ALTERNATIVELY the Plaintiff claims from the 2nd and 3rd Defendants:

1. The principal sum of US\$122,410.64 (CI\$100,376.72).
2. Pre-judgment interest on the sum of US\$122,410.64 (CI\$100,376.72) at the rate of 7% per month (per the promissory note annexed at Annex A), from 17 October 2003 to date.

STATEMENT REGARDING INTEREST

- (i) The rate of Pre-Judgment Interest from 17 October 2003 to date is 7%.
- (ii) The total amount of interest claimed to 28 June 2006 is US\$23,127.80 (CI\$18,964.80).

(iii) The interest accruing each day hereafter is US\$23.48.

AND the Plaintiff claims from the 3rd Defendant

3. The principal sums of US\$32,000 (CI\$26,240) and US\$43,321.40 (CI\$35,523.54), totalling US\$75,321.40 (CI\$61,763.54).
4. Pre-judgment interest at the rate of 3% per annum, or at such other rate as the Court directs on the principal sum of US\$32,000 (CI\$26,240) from the 23 September 2003 to date and pre-judgment interest at the rate of 3% per annum or at such other rate as the Court directs on the principal sum of US\$43,321.40 (CI\$35,523.54) from the 9 December 2003 to date.
5. Post-Judgment Interest pursuant to Section 34 of the Judicature Law (2004 Revision).
6. Costs.

STATEMENT REGARDING INTEREST

- (i) The rate of Pre-Judgment Interest from 23 September 2003 to date and from 9 December 2003 to date is 3%.
- (ii) The total amount of interest claimed to 28 June 2006 is US\$2,653.67 (CI\$2,176.01) and US\$3,317.92 (CI\$2,720.69) respectively.
- (iii) The interest accruing each day hereafter is US\$2.63 and US\$3.56 respectively.



**CHARLES ADAMS RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ and Statement of Claim were filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.