

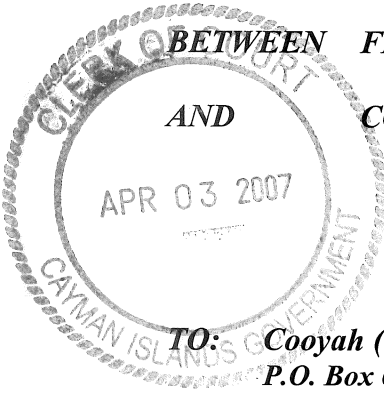
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 134 OF 2007

BETWEEN FINANCIAL INTEGRATED SERVICES LTD. PLAINTIFF

AND COOYAH (CAYMAN) LTD.

DEFENDANT



SPECIALLY ENDORSED WRIT OF SUMMONS

**TO: Cooyah (Cayman) Ltd.
P.O. Box 673 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 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 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 judgement may be entered against you forthwith without further notice.

Issued this 3rd day of April 2007

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 local Company and was at all material times the Head-Lessee of premises situated at #19 Fort Street, George Town, Grand Cayman and the Landlords of the Defendant.
2. The Defendant is a Registered Company of the Cayman Islands and was at all material times a sub-tenant of the Plaintiff at premises situated at #19 Fort Street, George Town, Grand Cayman.
3. By a Commercial Sub-Lease made on the 1st day of September 2005 the Plaintiff demised to the Defendant the aforesaid property for a term of two years at an annual rental of CI\$33,000.00 payable in monthly intervals of CI\$2,750.00 on the 1st day of each succeeding month.
7. That in pursuance of the said agreement the Defendant was placed in occupation of the said property.
8. That it was a further term of the agreement between the parties that the Defendant would be pay their rateable portion of the electricity consumed in the said premises.
9. That in breach of the said agreement the Defendant failed to pay the rents due for the months of June through December 2006.
10. That in further breach of the said agreement the Defendant failed to pay its rateable portion of the electricity consumed at the said premises for the months July-October 2006.
11. That in consequence of the Defendant's said breaches the Plaintiff on or about the 20th day of November 2006 gave the Defendant notice to quit the said premises effective the 31st day of December 2006.
12. That the Defendant duly vacated the said premises leaving therein goods belonging to the Defendant, which the Plaintiff has now laid distress over pursuant to Section 7 of the Landlord & Tenant Law.
13. That in consequence of the said breaches of the Defendant the Plaintiff has suffered loss and damage.

Particulars of Loss

(a) Outstanding Balance of Rent for June 2006	CI\$ 2,717.72
(b) Outstanding Rents for July-December 2006	CI\$16,500.00
(c) Rateable Portion of Electricity July-October 2006	<u>CI\$ 786.08</u>
	CI\$20,003.80

14. That in further consequence of the said loss the Plaintiff claims to be entitled to interest on the said sum:

STATEMENT REGARDING INTEREST

- (a) The prescribed rate of interest from the 1st day of June 2006 to the 30th June 2006 was 3%
- (b) The prescribed rate of interest from the 1st day of July 2006 to the 31st day of December was 7¼%
- (c) The prescribed rate of interest from the 1st day of August 2006 to the 31st day of December 2006 was 7¼%.
- (d) The prescribed rate of interest from the 1st day of September 2006 to the 31st October 2006 to the 31st day of December was 7¼%
- (e) The prescribed rate of interest from the 1st day of October 2006 to the 31st day of December 2006 was 7¼%
- (f) The prescribed rate of interest from the 1st day of November 2006 to the 31st day of December 2006 was 7¼%
- (g) The prescribed rate of interest from the 1st day of December 2006 to the 31st day of December 2006 was 7¼%
- (h) The prescribed rate of interest from the 1st January 2007 to present is 7¼%

SCHEDULE OF INTEREST CALCULATED

- 1. Interest from 1st day of June 2006 to 30th June 2006
 $\$2,717.72 \times 3\%/100 \times 30/365$
 $CI\$2,717.72 \times 0.030 \times 0.08 =$ **CI\\$6.52**

- 2. Interest from 1st day of July 2006 to 31st December 2006
 $CI\$5,467.72 \times 7.25\%/100 \times 184/365$
 $CI\$5,467.72 \times 0.0725 \times 0.50 =$ **CI\\$198.20**

- 2. Interest from 1st day of August 2006 to 31st December 2006
 $CI\$2,750.00 \times 7.25\%/100 \times 153/365$
 $CI\$2,750.00 \times .0725 \times 0.41 =$ **CI\\$81.74**

- 4. Interest from 1st day of September 2006 to 31st December 2006
 $CI\$2,750.00 \times 7.25\%/100 \times 123/365$
 $CI\$2,750.00 \times .0725 \times .33 =$ **CI\\$65.79**

- 5. Interest from 1st day of October 2006 to 31st December 2006
 $CI\$2,750.00 \times 7.25\%/100 \times 92/365$
 $CI\$2,750.00 \times .0725 \times .25 =$ **CI\\$49.84**

6. Interest from 1st day of November 2006 to 31st December 2006
 $CI\$2,750.00 \times 7.25\%/100 \times 61/365$
 $CI\$2,750.00 \times .0725 \times .16 =$ **CI\$31.90**
7. Interest from 1st December 2006 to 31st December 2006
 $CI\$2,750.00 \times 7.25\%/100 \times .31/365$
 $CI\$2,750.00 \times .0725 \times .08 =$ **CI\$15.95**
8. Interest from 1st September 2007 to 2nd April 2007
 $CI\$19,217.72 \times 7.25\%/100 \times 92/365$
 $CI\$19,712.72 \times .0725 \times .25 =$ **CI\$357.29**
9. Interest from 1st November 2006 to 31st December 2006
 $CI\$786.08 \times 7.25\%/100 \times 61/365$
 $CI\$786.08 \times .0725 \times .16 =$ **CI\$9.11**
10. Interest from 1st January 2007 to 2nd April 2007
 $CI\$786.08 \times .0725 \times .25 =$ **CI\$14.24**

AND THE PLAINTIFF CLAIMS:

- (a) The said sum of CI\$20,831.38
 (b) Interest thereon pursuant to the Judicature Law and the Judgment Debts (Rates of Interest) Rules at the prescribed rates thereunder set from time to time;
 (c) A Declaration that the Plaintiff is entitled to seize and sell the Defendant's Goods left in the demised premises and apply the proceeds from such sale to the Judgment Debt.
 (d) Costs

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of \$21,839.99, including interest and cost, further proceedings will be stayed. The money must be paid to the Plaintiff or the Plaintiff's Attorneys-at-Law.

Dated the 2nd day of April 2007



Associated Advocates Chambers
 Attorneys-at-Law for the Plaintiff

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS

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.

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. 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.
4. 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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 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 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:

Associated Advocates Chambers
Second Floor (East Wing)
Financial Integrated Services Building
196 Shedden Road
George Town
Grand Cayman

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