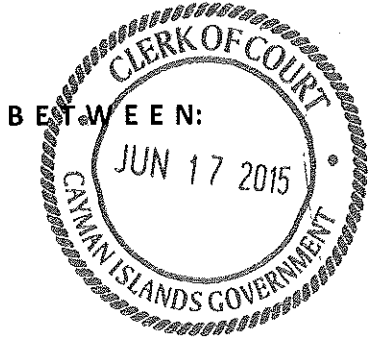


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *60096* OF 2015



HIGHGATE SECURITIES LTD

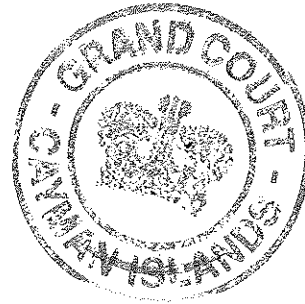
PLAINTIFF

AND



B & C CAPITAL LTD

DEFENDANT



WRIT OF SUMMONS

TO: B & C Capital Ltd, (registration number 210496),
C/o Cayman International Corporate & Marine Services Ltd,
PO Box 822,
2nd Floor, Jack & Jill Building,
19 Fort Street, Georgetown,
Grand Cayman, KY1-1103.

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, George Town, Grand Cayman KY1-1106, 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 17th day of June 2015

NOTE - This Writ may not be served later than 4 calendar 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 Defendant is a company which was incorporated in the Cayman Islands on May 13, 2008 under registration number 210496 and at all material times carried out business as an asset management, brokerage and investment banking firm to corporations and individuals.
2. The Plaintiff is licensed by the International Financial Services Commission in Belize as a securities dealer/trader with primary address at Marina Towers, Suite 406, Newtown Barracks, Belize City, Belize.
3. The Plaintiff entered into the Investment Account Application and Investment Account Agreement (the "Agreement") with the Defendant on August 1, 2013. A copy of the Agreement is appended to this Statement of Claim as Appendix 1.
4. The Defendant agreed to act as an intermediary and/or to hold assets on behalf of the Plaintiff in Account No. 315442 (the "Account").
5. The Defendant furnished the statement of accounts dated January 12, 2015 to the Plaintiff. A copy of the statement of accounts is appended to this Statement of Claim as Appendix 2.
6. The Plaintiff's, CEO, Peter Koch, informed the Defendant, in writing and otherwise, on a number of occasions that the statement of accounts dated January 12, 2015 was erroneous and should be amended as, inter alia:
 - a. the fees charged to the Account were accruing before the Plaintiff opened an account with the Defendant, that is, the Account became operational on January 1, 2014 and fees were accruing from August 2012.

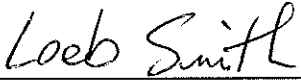
- b. The custody fees charged per quarter varied each quarter even where the number of the particular assets held did not change;
 - c. Debit interest should not have been charged since the Account had a positive balance.
 - d. Fees were charged for assets not held by the Plaintiff.
 - e. Fees accrued on third party assets held in the Account due to the Defendant's failure to act in accordance with instructions from the Plaintiff in respect of the Account.
7. The Plaintiff's Attorney-at-Law, Loeb Smith, by letter dated June 5, 2015 to the Defendant's Attorney, Diamond Law Attorneys, requested the statement of account in respect of the Plaintiff's account showing the total portfolio asset summary as at June 5, 2015, a portfolio valuation summary as at June 5, 2015 and transaction summary as at June 5, 2015. Loeb Smith also requested details of all custody fees and other charges applied to the Plaintiff's Account for the period from September 1, 2014 to June 5, 2015 to be delivered by or before June 12, 2015.
8. Further, the Plaintiff and its Attorney-at-Law, Loeb Smith, have requested the return of all the assets held in the Account.
9. The Defendant and/or its attorney, Diamond Law Attorneys, have failed to:
 - a. Provide updated accounts for the Account;
 - b. Provide details of the calculation of the fees charged;
 - c. transfer the assets held in the Account;to either the Plaintiff and/or its Attorney-at-Law, Loeb Smith.

THE PLAINTIFF claims against the Defendant:

1. Statement of account showing the current total Portfolio Asset Summary in the Account.
2. Statement of account showing the current Portfolio Valuation Summary in the Account.
3. Statement of Account showing the current Transaction Summary in the Account.

4. The calculation and details of all fees charged to the Account.
5. The transfer of the assets held in the Account to the Plaintiff.
6. Costs.
7. Such further and other relief as this Honourable Court may deem fit.

Dated the 17th day of June 2015



LOEB SMITH

ATTORNEYS-AT-LAW FOR THE PLAINTIFF

TO: THE CLERK OF COURT

AND TO: THE DEFENDANT

This Writ of Summons was issued by Loeb Smith, Attorneys-at-Law for the Plaintiff whose address for service is PO Box 329, 10 Market Street, Camana Bay, Grand Cayman KY1-9006, Cayman Islands(Ref: GAS/DH)

Appendix 1

B&C Capital Ltd. Corporate Investment Account Application

B&C Capital Ltd



Regatta Office Park, Windward #3 Building, 2nd fl., 1531A, Easley Tibbets Highway, P.O. Box 792 VB,
Grand Cayman, Cayman Islands KY-11302

Investment Account Application

Please complete this application in full, along with the additional documents noted on the final page of this application Required Documents and Investment Account Application Instructions and return the original to your Financial Advisor. All requested documents must be provided in order to open an account. This form must be completed for each beneficial owner and signatory of the account. This includes individuals named on "Powers of Attorney" and "Trading Authorizations". The information requested is required under Anti-Money Laundering regulations. Please copy this form as necessary to complete for each individual. If funds or assets are received by B&C Capital Ltd. prior to the accounts final approval to open, those assets may not be sold or transferred until documentation is complete, except to be returned to where they were received from.


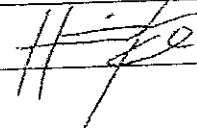
Account Details / Contact Information

Account Title	Highgate Securities Ltd <small>(Full Legal Name of Entity)</small>		
Primary Address	Marina Towers, Suite 406, Newtown Barracks	City	Belize City
State/Province		Country	Belize
		Zip Code	n/a
Business Phone	501-623-0833	Home	561-351-4020
		Fax	n/a
Email Address	adm@highgatesecurities.com		
Currency Base:	<input checked="" type="checkbox"/> USD	<input type="checkbox"/> GBP	<input type="checkbox"/> CHF
			<input type="checkbox"/> CAD
Account Type:	Corporate		
Account Advisor	Ryan Bateman		

Classification of Account

Type of account? (tick one only)	<input checked="" type="checkbox"/> Custody	<input type="checkbox"/> Margin	<input type="checkbox"/> Cash
Account authorized to trade Derivatives?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Account authorized to purchase Restricted Securities?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

List Authorized Signatories

Number of Signatories Required to Withdraw Assets	<input type="checkbox"/>	<input type="checkbox"/>
Print Name	Peter Koch	Sample Signature: 
Print Name	Harrison Katzen	Sample Signature: 

Account Due Diligence

Company's exact legal name	Highgate Securities Ltd
Nature of Business	International Broker Dealer licensed by the Belize IFC
Country of Incorporation	Belize
Date of Incorporation	Jan 24th, 2013
Is the Corporation in Good Standing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Please identify all shareholders and/or beneficial owners of the company with a 10% or greater interest. If the owner of the company is a corporation please also identify the beneficial owners of the underlying corporation.

Name	<input type="text" value="Harrison Katzen"/>	% Interest	<input type="text" value="100%"/>
Name	<input type="text"/>	% Interest	<input type="text"/>
Name	<input type="text"/>	% Interest	<input type="text"/>

Company must notify B&C Capital Ltd. immediately in writing as to any change in officers, directors, beneficial owners, or account signatories.

Other Information

Does the Beneficial Owner of this Account have an interest in any other current or past B&C Accounts? Yes No

If yes, please provide details

Does anyone other than the persons named have authority over or any financial interest in this account? Yes No

If yes, please provide details

Is the Account Holder acting as an intermediary or holding the assets on behalf of a third party? Yes No

If yes, please provide details

Have you ever been convicted of an indictable offence, fraud, or any other serious criminal offence? Yes No

If yes, please provide details

Have you ever had an investment account application refused closed (B&C or other)? Yes No

If yes, please provide details

Have you ever been convicted of a securities related offence? Yes No

If yes, please provide details

Are you a director or officer of a public company? Yes No

If yes, please provide details

Name of financial institution supplying your reference

How did you hear about B&C?
 Publication / Website Referral (who?) Other

I certify that the information provided by me in this application is true and correct and I agree to advise B&C Capital Ltd. immediately of any material change in this information or my financial circumstances. I have received and read the attached B&C Capital Ltd. investment account agreement - terms and conditions, and understand and agree to all terms within, including (if applicable) risk disclosures relating to margin accounts, derivatives online access and restricted securities. This agreement is subject to the laws of the Cayman Islands

Please attach: Notarized photo ID Reference (if reference does not confirm residential address, please also provide a utility bill or other acceptable verification of address)

Application Signature

Signature of Customer or Signatory: _____

Date

01/08/13

Signature of Customer or Signatory: _____

Date

01/08/13



Investment Account Agreement

Terms and Conditions

In opening this investment account (the "Account") with B&C Capital Ltd ("B&C") and signing the B&C Investment Account Application (the "Application"), the Customer and B&C hereby agree to the terms and conditions within this Agreement, as follows:

Throughout this agreement, the words "you" and "your" refer to the holder of one or more B&C Accounts, whether an individual, group of individuals, company, trust, or other related entity (hereinafter a "Customer"). This Agreement shall apply to all transactions hereafter made by you and supersedes any previous agreement entered into between you and B&C. The Agreement applies to all other accounts held for you by B&C now, or in the future. None of its provisions shall be deemed to be waived or modified by B&C except by written agreement signed by B&C.

2. Applicable Rules and Regulations

All transactions with respect to securities entered into by B&C for you shall be subject to the constitution, by-laws, rules, rulings, regulations, customs and usages of the exchange or market, and its clearing house, if any, where made, and to all laws, regulations and orders of any applicable government or regulatory authority; they shall also be subject to any delays, difficulties or conditions as to transmission or execution of orders, information or reports due to conditions over which B&C has no control, including mechanical or electronic failure, market congestion or otherwise.

3. Transactions and Settlement

All sale transactions will be "long" sales unless you specify otherwise at the time the order is entered. If you do not supply by settlement, in good form, securities sold on your order, B&C may without further notice borrow or buy-in the securities required and you agree to reimburse B&C for all loss, damage, cost or expense suffered or incurred by B&C through such action or by your failure to make delivery. Any account that purchases a security without sufficient available funds or margin may have that purchase cancelled or that security liquidated at B&C's discretion, without notice. All orders accepted by B&C are good until either executed or cancelled on the day of entry, unless a longer period is specified by you. B&C may require written instructions from the Customer before executing any transactions for the Account and has the right to refuse purchase or sale instructions whenever B&C deems it necessary for its protection without the requirement to communicate such refusal to you; you agree to waive any and all claims against B&C for loss or damage arising from or related to any such refusal. B&C may execute transactions through the counter party and exchange of its choice when acting as agent in the purchase and sale of securities. B&C or any of its affiliates may from time to time act as counter party in transactions executed on your behalf. You agree this may take place from time to time and waive any and all claims against B&C, its officers/directors and/or its affiliates for loss or damage arising from these transactions. B&C may, but is not obligated to, effect conversions, exercise subscription rights (including warrants), and buy or sell currencies as necessary to reduce debit balances in your Account. B&C will accept verbal instructions from authorized signatories to execute securities transactions; however requests to transfer assets from an account must be made or confirmed in writing.

4. Deposit of Physical or Restricted Securities

If a security is deposited in physical form, subsequent withdrawals may be limited to physical form only, and may be required to be put back into the same name as it was originally received. At B&C's sole discretion, such securities may be allowed to transfer, but may be charged 3.5% of market value of the account in any form.

5. Other Terms and Conditions

If your account has a debit card issued against it, additional terms and conditions will apply, including that funds or assets in the amount of the credit limit may be held for up to one month after the cancellation and return of the card. In connection with this Agreement, B&C is hereby authorized to conduct or cause to be conducted a personal credit investigation. You warrant and agree that no funds presently invested or to be invested in the future with B&C are the direct or indirect proceeds of any criminal activity. You understand and agree that for our mutual protection we may electronically record any of your telephone conversations. You acknowledge that B&C does not provide legal or tax advice, and agree that, to the extent you deem necessary, you will consult with qualified professionals in your own jurisdiction prior to utilizing your B&C account or implementing any financial plan. Cross Jurisdiction Accounts: In some cases, customers of B&C may elect to use the services of an account advisor employed by a B&C affiliate in another jurisdiction. In those cases, the following terms will apply: the Customer will be a customer of B&C; the B&C affiliate and the designated account advisor will serve as sub-managers to the customer's account; the account will remain legally domiciled in and governed and construed by the laws of the Cayman Islands; so long as the Account is sub-managed by the B&C affiliate, the Account and its management shall be subject to relevant regulations in both the Cayman Islands and the jurisdiction of B&C Mutual Funds; You agree that if you purchase an B&C mutual fund or money market fund, you will review and be bound by the Fact Sheet available from your account advisor.

6. Authorization to Accept Facsimile and Electronic Mail Instructions

In consideration of B&C acting in accordance with any facsimile or electronic mail instructions received from you or any authorized signatories of this Account, you acknowledge and agree, that if any instruction(s) received by B&C purport or appear on their face to have been duly signed by you or any authorized signatory of your Account, or to have been sent via e-mail by you or your authorized agent, such instruction(s) may be treated by B&C as though they had been duly signed by you or an authorized signatory on the account with the authority for and on behalf of you notwithstanding that it may be later established that such instructions were not so authorized. You hereby agree to indemnify and hold harmless B&C and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, claims, or disbursements of any kind which may be imposed upon, incurred, or served against B&C, its affiliates, or agents by reason of B&C acting on such instructions. You irrevocably authorize B&C to debit your Account in respect of all amounts chargeable as a result of B&C receiving and acting on instructions in accordance with this Agreement. In the case of time sensitive instructions being sent electronically, whether by facsimile or e-mail, you understand that mechanical and other technical difficulties outside of B&C's control may prevent your instruction(s) from being received and acted upon, and that you will indemnify and hold harmless B&C from and against all actions, proceedings, claims, demands, costs, charges, liabilities and expenses whatsoever arising in consequence of B&C's failure to act on such instructions.

7. Custody of Customer Assets

Unless you otherwise direct in writing, any securities held or carried by B&C for your account may, at B&C's discretion, be kept at any of the places where B&C has a custodian and may be registered in the name of B&C or its nominee. In particular and without prejudice to B&C's right to use other brokers or nominees, B&C may at its discretion contract with Bateman & Company Ltd, to carry out and discharge securities execution, custody, clearing and administrative functions for and on behalf of B&C. B&C (or any of its associated companies) will from time to time act as principal, underwriter and/or agent with regard to cash or securities transactions that are not executed on listed exchanges. B&C and/or its associated companies and/or its/officers, directors, employees or other Customers may have positions, or opposite positions, in investments held or purchased or sold for your Account.

8. Liens / Security for Indebtedness

Without prejudice to all or any rights that B&C may have in common law, B&C has a general and particular lien over securities held in a Customer's Account for all claims and money owing by the Customer to B&C in respect of operation of the Account and for any and all indebtedness to B&C howsoever arising and in whatever Account appearing, including, without limitation, any liability arising by reason of any guarantee by the Customer of the account of any other person, whether or not any amount owing relates to the collateral pledged. The Customer hereby pledges to



B&C all of the Securities and credit balances held by B&C for the Account from time to time as continuing collateral security for the payment of any indebtedness to B&C. If your account for any reason becomes indebted to B&C, including holding net negative cash balances (based on market exchange rates), it will be subject to the terms and conditions that apply to Margin Accounts, as specified in paragraph 10, until such time that the indebtedness is satisfied.

9. Right to Deal with Securities

At any time B&C may, without notice, use securities and credit balances in the Account from time to time in the conduct of B&C business, and, without limiting the generality of this right, B&C may combine or intermingle any securities or credit balances in the Account with the property of B&C, its Customers or both; pledge any of the securities as security for its own indebtedness, borrow any of the securities in the Account or credit balances in the Account for its own purposes, or use any of the securities in the Account for making delivery against a sale, whether a short sale or otherwise, and whether such sale is for the Account or for the account of any other Customer of B&C.

10. Margin Accounts

You agree that if your account is designated a Margin Account, it will be subject to the following terms and conditions:

A. You understand, agree, approve and acknowledge that loans to enable an account to become overdrawn or to maintain a short position may be provided to B&C by international banks ("International Banks") and the B&C as entered into agreements with the International Banks (the "International Banks Agreement"). Furthermore, certain of the covenants of B&C under this Agreement, including B&C's obligations to operate accounts and hold certain assets in trust as aforesaid, may be carried out by one of our International Banks or other third party intermediaries on behalf of B&C. A copy of the relevant parts of the current International Banks Agreement containing provisions, inter alia, dealing with such loans and the International Bank's lien over securities held by International Banks in a Margin Account operated by International Banks for B&C (as the term "Margin Account" is defined in the International Banks Agreement) and the effect of such lien is available to the Customer upon request to B&C and you understand, agree, approve and acknowledge that B&C's agreement with International Banks or another custodian may subsequently adhere to this form.

B. You understand and agree that any free cash balances in your account, while properly accounted for on B&C's books, may not be separated from other cash balances held by B&C and the International Banks, and may be used in the normal conduct of business, and that the customer shall rely on the liability of B&C and International Banks in respect thereof. Free credit balances are available to you on demand.

C. Notwithstanding 10[A] and 10[B], it is understood and agreed that free cash balances of the Customer may be pooled with free cash balances of other margin customers in an account or accounts (which may also contain funds of B&C or other parties) and these funds may be used from time to time by B&C to fund margins for margin customers of B&C. To the extent that such pooled free cash balances are deposited into an identifiable account, the rights of B&C in respect of that account shall be held by B&C for the collective benefit of margin account customers having free cash balances, but only to the extent of the aggregate amount of the free cash balances of all such margin customers. Furthermore, to the extent that: (a) claims and liens ("Claims and Liens") arising in favor of B&C as a consequence of margin customers trading on margin, and (b) free cash balances of margin customers have been used to fund margins of other margin customers, the Claims and Liens shall be held by B&C as for the collective benefit of margin account customers whose free cash balances have been so used. B&C shall apply the Claims and Liens and their proceeds against sums owed to B&C or our International Banks by margin customers only after claims of margin customers inter se have been settled in full.

D. If B&C has been requested or caused to operate a Margin Account (as defined in the International Banks Agreement) with our International Banks as a consequence of which they or other custodian-exercises any of its rights under its contractual lien against B&C or common law brokers' lien against B&C in respect of securities held in the International Bank Account or the account of another custodian (which represents securities held by B&C for the Customer) then the Customer's rights to recover possession of the securities or to obtain damages from B&C for the Customer's failure to obtain possession will be limited and subject to and dependent upon B&C's right to obtain possession of the securities or to the amount of damages which B&C recovers from our International Banks or such other custodian.

E. You agree that the Customer shall pay to B&C, on demand any and all indebtedness arising from transactions effected for the Customer's account and shall at all times secure such indebtedness, and maintain such margins and security in connection with the account as B&C shall require, and will promptly meet all margin calls. You understand that the daily debit balance in your Account shall be charged with interest at a rate published by B&C from time to time or agreed between the Customer and B&C. The published rate is subject to change without prior notification. B&C Capital Ltd. reserves the right to alter its interest and commission rates at any time, for reasons including but not limited to changes in market conditions. You understand and agree that the underlying, individual Customer(s) of the account (including individual beneficial owners) shall remain personally liable for any additional indebtedness not covered by the assets held in the Account.

F. Without prejudice to all or any rights that B&C may have in common law, B&C has a general and particular lien over securities held in a Customer's Account for all claims and money owing by the Customer to B&C in respect of operation of Margin Account and for any and all indebtedness to B&C howsoever arising and in whatever Account appearing, including any liability arising by reason of any guarantee by the Customer of the Account of any other customer.

G. B&C's general and particular lien which is exercisable when a Margin Account arises shall include but not be limited to the following rights: i) the right with or without notice or with or without advertisement to sell securities held in the Customer's Account to satisfy debts owing to B&C; ii) to pledge or re-pledge any or all securities held in the Customer's Account with or without notice or with or without advertisement to satisfy such indebtedness. To deliver such securities on sales for other customers of B&C without retaining in B&C's possession securities of the like kind; iii) if a Customer has an interest in more than one Account with B&C, B&C may enter credit or debit balances whether in respect of securities or money to any such Account or Accounts and make such adjustments between such Accounts as B&C may in its sole discretion deem fit; iv) to lend any securities held by B&C for or on your Account either to B&C as broker or to others to raise money thereon and carry the same on B&C's general loans.

H. That whenever B&C deems it necessary for its protection, by reason of insufficiency of margin, arising from the operation of a Margin Account B&C may at its discretion, without demand of any kind upon or notice to me, and on the stock exchange or commodity exchange where such business is usually transacted or by private sale or purchase as the case may be, buy in any or all securities of which your Account is short and sell any or all securities which B&C is holding or carrying for or on your Account and cancel any outstanding orders. The net proceeds of any such sale, or the securities received on any such purchase shall be applied against your indebtedness to B&C, or to your short position with B&C without prejudice to your liability for any deficiency. No demand, advertisement or other notice given by B&C shall constitute a waiver of B&C's right to take any action authorized under this Agreement without demand advertisement, or notice.

I. The above stated rights of B&C are severable in the event that one or more is unenforceable and such unenforceability of one or more shall not affect the whole.



11. Special Risks Disclosure and Indemnity

A. Sophisticated Investor

If you request your account to be a Margin Account, or employ any of the following strategies, trading on margin, selling securities short, trading derivatives or purchasing restricted, illiquid or non-listed securities - you must be a sophisticated investor. You agree that you will not employ any of these strategies unless you are a sophisticated investor, that the funds in your account represent risk capital, and that you have significant experience in any of the trading strategies you may agree to employ in your account.

B. Special Risks Associated with Margin Trading, Short Selling, and Derivatives

You hereby acknowledge that the risk of loss when using leverage in trading on margin and selling securities short, and in investing in commodity or financial futures, foreign exchange contracts, securities or index contracts and options thereon and any other investment transaction(s) which you may request B&C to enter into on your behalf can be substantial and that this fact has been duly brought to your attention. You understand the nature of such investment(s) and have carefully considered whether such investments are suitable for you in the light of your circumstances and financial resources. You confirm that you are able, financially and otherwise, to assume the risks of such trading. You recognize that guarantees of profit or freedom from loss are impossible and inappropriate in such trading and acknowledge that you have received no such guarantees from B&C or from any B&C officers or employees and have not entered into this agreement in consideration of or reliance upon any such guarantees or similar representations. You understand the special risks related to trading futures, options and other derivatives, and that the amount of initial margin is small relative to the value of the underlying contract, so that transactions are "leveraged". A relatively small market movement will have a proportionately larger impact on the funds deposited or that may have to be deposited, which may work against you as well as in your favor. You are aware that the risks include the possibility of substantial or total loss, or that losses may exceed the value of your account requiring additional funds to be deposited. Risk reducing strategies such as stop loss orders may not be effective under certain market conditions. You understand and accept that this statement does not disclose all the potential risks associated with derivatives trading.

C. Special Risks Associated with Restricted, Illiquid or Non-Listed Securities

You understand that if you purchase a security that is not listed on an exchange, or a security that is subject to exchange approval, or mandated restriction regarding sale, transferability, escrow or hold periods, then there may be no market available to sell the security, and that the terms or nature of the restriction may change without notice. Further you understand that the security may never be listed on an exchange, and there is risk of loss of the entire investment. You also understand that market prices indicated on valuation statements for such securities do not necessarily represent a true or realizable value; B&C makes no undertakings or warranties as to the implied value or marketability of any such securities.

D. Indemnity

You acknowledge and agree to indemnify and hold harmless B&C and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, claims or disbursements resulting in any way from investments in such securities and strategies as described above.

12. Account Statements and Communications

A. General

B&C provides regular account statements to customers via two methods. Customers may choose to receive statements ("Customer Statements") for their accounts by mail or via the Internet. Customers may choose one delivery method only. B&C intends the information contained in the Customer Statements to be accurate and reliable; however, errors sometimes occur. Therefore, B&C disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to such information. In particular, the actual price at which an order is executed shall be binding notwithstanding the fact that an erroneous report is given to you. An order that was executed, but in error reported as not executed, shall be binding. B&C retains the right to enter pricing, trade, and reconciliation adjustments to your account as necessary and appropriate. The information contained in your Customer Statement is for your use only and you shall not disseminate this information or cause others to place reliance upon it without B&C's prior written consent. Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct as ratified and confirmed by you unless B&C shall receive written notice to the contrary within 15 days from the time such notice, statement, confirmation or other communication is forwarded by B&C to you or your authorized agent; all notices and communications to you may be effectively given by mailing same by ordinary post addressed to you or your agent at the address as it appears from time to time on B&C's records, or by facsimile or electronic mail if requested by you or your agent. That notice, if posted, shall be deemed received seven days from the date of postmark. That if requested by you that statements be held, every transaction in your Account shall be deemed and treated as authorized and correct as ratified and confirmed by you unless B&C shall receive from you written notice to the contrary within 30 days from the date of the transaction. You agree that it is your sole responsibility to request and review transaction summaries on a regular basis in order to meet the 30-day deadline. Accounts receiving mailed statements will be provided with a statement monthly and accounts with little activity the statement will be provided quarterly. B & C will provide Customers with written confirmations of individual securities transactions on request. B&C will maintain records of all account transactions for a minimum of 5 years, and will make copies available to Customers upon proper request.

B. Online Statement Access

By choosing the internet delivery option and using B&C Online Statement Access to view your Customer Statement, you agree to the following:

- that it is your sole responsibility to access and review your account on a regular basis, and that you agree to do so at least once per month.
- that this service takes the place of having monthly statements mailed to you, and that at any time you can choose to cancel your online access in favor of mailed statements.
- that you will be deemed to have accessed and reviewed your account on a monthly basis. If for any reason you are unable to do so, you will notify B&C immediately so that a statement can be delivered by other means. You accept that changes, delays, and reconciliation adjustments in your B&C Customer Statement may occur due to the recent nature of the information available via B&C Online Statement Access, and acknowledge that statements dated as of each month end (as produced 3 or more business days after each month end) shall override any interim statements to the extent of any inconsistencies. You acknowledge that the use of the internet is for our mutual benefit; the service provided shall not be used to impose liability for consequential damages or in any way increase the liability of either in the event of a failure to perform its obligations beyond what it would have incurred if these documents had not been delivered via the Internet. B&C has sought to ensure that its electronic communications are secure according to industry standards. However, B&C cannot guarantee the delivery, security, timeliness, confidentiality, and completeness of communication by Internet. Accordingly you acknowledge that B&C shall not be liable for: (i) any loss or damage suffered by you; and (ii) without limiting the generality of the foregoing, any loss of profits, revenues, or contracts, or any indirect, consequential, incidental damages howsoever caused or arising, incurred by you or any other, related to the transmission of documents via the Internet. Every transaction in your Account shall be deemed and treated as authorized and correct as ratified and confirmed by you unless B&C shall receive written notice to the contrary within 15 days from the last day of the calendar month in which it is posted. It is your sole responsibility to request and review transaction summaries on a regular basis in order to meet the 15 day notice period.



13. Indemnities

B&C, its affiliates, and agents, shall not be liable for any act, omission, error of judgment or loss suffered by you in connection with this Agreement save where such results from actual fraud or willful misconduct on the part of B&C of its duties hereunder, such having first been determined and adjudged in accordance with the terms of this agreement. You acknowledge and agree to indemnify and hold harmless B&C and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, claims or disbursements resulting in any way from performance or non-performance of its duties hereunder save where such arises as above described. That if you authorize a third party to exercise any control over the Account including but not limited to Powers of Attorney, Trading Authorization, or Discretionary Management, that you will hereafter indemnify, keep indemnified and hold harmless B&C from and against all actions, proceedings, claims, demands, costs, charges, liabilities and expenses whatsoever arising in consequence of the B&C's reliance on the authorization and the actual and apparent authority thereby conferred on the third party, provided however that this indemnity shall be limited to actions proceedings, claims, demands, costs, charges, liabilities and expenses arising in consequence of acts of the third party taken prior to receipt by B&C of written notice of the revocation of the authorization.

14. General

This Agreement shall ensure to the benefit of and shall be binding upon B&C and the Customer and their respective personal representatives, heirs, liquidators, successors and assigns. This Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any Account. No action taken by B&C or any failure to take action or exercise any right, remedy or power available under this Agreement or otherwise shall be deemed to constitute a waiver or other modification of any of B&C's rights, remedies or powers. This Agreement is subject to modification only by a further agreement in writing between B&C and the customer. All investment decisions are made solely by the customer. Notwithstanding anything in this Agreement, B&C accepts no responsibility whatsoever for and shall in no circumstances be liable to the Customer in connection with such decisions. You may close your Account at any time by providing written notice. B&C may close your Account at any time for any reason. Closing the Account will not affect the rights and obligations of either party incurred prior to the date the account is closed. You will reimburse B&C for the cost of collection of any debit balance or deficiency in connection with any of your Accounts including reasonable attorney's fees and court costs. B&C will retain the authority to complete any transaction that may be pending at the time your Account is closed, without regard to the reason for the Account being closed. B&C may assign its rights and duties under this Agreement to any of its subsidiaries or affiliates without prior notice, or to any other entity upon prior notice to you. You understand and agree that the terms and conditions that your account are subject to may change from time to time, as published by B&C, Notice of Amendments to this agreement may be made either by delivery of notice to any address, facsimile number or electronic email address which appears on B&C records; or by noting on B&C Customer Statements, whether statements are delivered by mail, fax, email, or Online Access. The headings of each provision of this Agreement are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. The above stated rights of B&C are severable. In the event that one or more is unenforceable, such unenforceability shall not affect the whole.

15. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands, and the customer hereby irrevocably agrees that any legal suit, action or proceeding brought by him against B&C shall be brought in the courts of the Cayman Islands. The customer hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that

16. Fees, Commissions and Interest

You agree to pay all costs associated with or incurred by the account, including B&C's commissions and fees, as they exist from time to time or are agreed to, as they apply to your Account, the transactions you enter into, and the services you receive. A current schedule of standard fees and commissions is available on request, and may be changed without notice. You agree that B&C reserves the right to charge your Account an administration fee of up to 3.0% of net market value of assets that have been deposited in the account, upon the closing of an account that has generated little or no fees or commissions, in order to recoup costs related to the maintenance of the account and custody of assets. No deductions are allowed from interest and commissions due to B&C. Any expenses, taxes or other charges are to be borne by the Customer. If the Customer gives several instructions, the total amount of which exceeds his available balance, B&C will decide at its discretion which of the instructions to carry out, in whole or in part, irrespective of the date they bear or the date of their receipt by B&C.

17. Collection and Other Expenses

B&C may charge to the Account all expenses (including legal expenses on a solicitor and own Customer basis) reasonably incurred by B&C:

- (a) in connection with disputes over ownership or an interest in securities or credit balances in the Account between joint holders of the Account or between the Customer and a third party;
- (b) to collect any indebtedness owing; or
- (c) to exercise or enforce any right under this Agreement.

You agree to indemnify B&C and its counter parties for legal fees and expenses directly related to the structuring, support and/or defense of your account or the assets contained therein, and for fees and expenses related to any regulatory enquiry, legal action, litigation, or dispute, whether such situations occurs or are anticipated with B&C or any other party. B&C shall be entitled to charge your Account for such fees without further notice. Such fees may include, but are not limited to, seeking a suitable counsel's opinion in advance of a transaction; asking counsel for a legal opinion in respect of restricted stock; or costs incurred in order to defend B&C or the Account as a result of an action ordered by you, including buying or selling a security. You agree that in instances where you are proposing to deliver out assets held within the Account and B&C is aware that action by regulatory authorities or litigation has been entered into or may reasonably be anticipated as a result of a transaction occurring in the Account(s). B&C at its sole discretion will hold the assets until such time it is satisfied no regulatory or legal action is forth coming against B&C, the client or the account of B&C. Such a withholding by B&C shall be for a period of time as is reasonably necessary to resolve the regulatory or litigation issues and B&C may place any amounts garnered from you in cash and into a separate account, and shall pay you the remaining balance after the noted issues are resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in the Account, that asset may not be transferred out of the Account until the matter is resolved.

18. Transfer to Other Accounts

B&C may at any time, without notice to the Customer, enter credit or debit balances, take any monies or Securities in the Account and any proceeds from the sale or other dispositions of such Securities to pay or cover any obligations of the Customer to B&C, including obligations of the Customer in respect of any other account with B&C, whether such account is a joint account or is an account guaranteed by the Customer.

19. Currency

B&C may transfer and convert currency between accounts of the Customer as B&C considers necessary or advisable to meet obligations in any currencies which are not covered in the Account. If the conversation of currency is required because a trade or other transaction is denominated in a currency other than the currency of the Account, then B&C will act as principal with the Customer in converting the currency at a rate selected by B&C from the range of rates available in wholesale currency markets for the applicable processing date (the "conversion rate") plus an adjustment determined by B&C in accordance with the custom of its business. The conversion rate will vary from the rate received by the Customer, and B&C may therefore earn revenue in addition to the commission applicable to any trade. The rate in effect on the processing date may differ from the rate in effect on the transaction date.



20. Free Credit Balances

You understand and agree that any free cash balances in your account held by B&C from time to time to the Customer's credit while, payable on demand and properly accounted for on B&C's books need not be segregated from other cash balances held by B&C and International Banks and may be used by B&C in the ordinary conduct of its business. The Customer acknowledges that the relationship of the Customer and B&C with respect to such cash balances is one of debtor and creditor only, that B&C is not a trustee, and that the customer shall rely on the liability of B&C and International Banks in respect thereof. Notwithstanding the provisions of this Agreement and without prejudice to the right of indemnity or any lien or right of B&C to deal with securities in a Margin Account (as defined in paragraph 10), or other accounts pursuant to the provisions of paragraph 10 of this Agreement, all securities in the Customer's Account shall be held by B&C on behalf of, to and for the order of that Customer. Subject to paragraphs 8 & 9 (if applicable) and the rights of lien which may arise in favor of B&C under this Agreement, B&C declares that the Customer will enjoy a beneficial ownership in (a) securities purchased on its behalf and (b) any free cash balances held by B&C for the account of the Customer and these assets are not to be treated as general assets of B&C.

21. Privacy Issues

Protecting your privacy means B&C will keep your information and the business you do with B&C in strictest confidence. We will not sell your information or disseminate any information we have in regards to the Customer or Customer Account in any way. You have control over how we obtain, use, and give out information about you, and you have access to information we have about you. We respect your privacy when we market additional products and services. In addition to your name, address and telephone number, we require information to establish your identification, to protect you and B&C from error and/or fraud; to enable us to recommend suitable products and services to meet your needs and provide on-going service; and to comply with legal and regulatory requirements. Unless we are obliged to do so by law or to protect our interests, we require your consent before we disclose to other persons information about you or use your information in any way we did not previously tell you about. The Customer authorizes B&C, from time to time, to send unsolicited information about additional products and services.

22. B&C Capital Ltd. & Confidential Information

All agents, employees and representatives of B&C are obliged by law to treat the business transactions of the Customer with confidentiality. The Customer releases B&C from its obligation to secrecy in so far as this is necessary to safeguard the legitimate interests of B&C Capital Ltd:

In the case of legal proceedings initiated against/by B&C as subsidiaries, affiliates, officers and/or directors by/against a Customer or related parties. To secure claims of B&C and enable it to make use of securities of the Customer or third parties

To collect claims by B&C against the Customer

To the extent the terms applying to transactions in foreign securities or rights demand disclosure

All legal obligations imposed upon B&C to disclose information are expressly reserved.

23. Grievances

Any question or difference which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Agreement shall be referred to a single arbitrator in the Cayman Islands, to be agreed between the parties provided however that this provision will not be construed to oust the jurisdiction of the Courts of the Cayman Islands in the relation of the proprietary right of the Customers in respect of Accounts. Failing such agreement within sixty days of the request by one party to the other that a matter be referred to arbitration, such reference shall be to an arbitrator appointed by the Senior Partner of a major accounting in the Cayman Islands. The decision of such arbitrator shall be final and binding upon the parties.



Appendix A

Required Documents and Investment Account Application Instructions

Corporate Accounts

- Completed Investment Account Application
- Sealed Corporate Resolution (authorizing the opening of the account and specifying authorized signatories)
- Certified Original Certificate of Incumbency/Register of Directors (or other signed document listing officers and directors of the company)
- Certified Original Register of Members/Beneficial Owners/Shareholders
- Certified Original Certificate of Incorporation
- Certified Original Articles of Incorporation
- Certified Copy of the Certificate of Good Standing (if the Entity is greater than one year)

Individual due diligence of Directors/Beneficial Owners/Authorized Signatory

- Certified Original Passport (for each director/beneficial owner and or authorized signatory)
- Original or Certified copy of utility bill within the last 3 months (for each director/beneficial owner and or authorized signatory)
- References (from bank or other financial institution, in an approved jurisdiction, and addressed to B&C Capital Ltd) for each director/beneficial owner/authorized signatory
- Completed W8-BEN Form.

Application Instructions

Currency Base: Enter the currency in which you would like the account valued on statements.

Authorized Signatories: List and provide signature samples for all individuals authorized to give instructions on the account.

Power of Attorney or Trading Authority authorization is required for any third party (i.e. not the customer, corporate employee or trustee) wishing to give any instructions on the account.

References: A letter of reference from a bank or other regulated financial institution in an approved jurisdiction, indicating a satisfactory business relationship of at least one year with the primary beneficial owner, and verifying the primary residential address. References may also be provided by an officer of a known international legal or accounting practice, at B&C Capital Ltd's discretion. The reference provider may be contacted by B&C Capital Ltd, on a confidential and anonymous basis to confirm the authenticity of the reference. Additional references may be required.

A Certified Document is signed and dated by a person authorized to do so, stating that the document is a true and correct copy of the original. Certifier i.e. lawyer, accountant, director or manager of a regulated credit or financial institution, a notary public, a member of the judiciary or a senior civil servant. The Certifier should sign the copy document (printing his name clearly underneath) and clearly indicate his position or capacity on it together with a contact address and phone number.

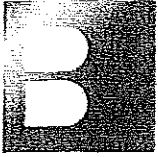
A Valid Government Issued ID (e.g. driver's license) may be provided if a passport is not available.

Appendix 2

Revised account statement

cash position per total Portfolio Asset Summary
as at January 12, 2015
(Statement by Bateman Financial)

		-\$278.655,25
custody fees	31.03.2014	\$379.083,10
debit interest	31.03.2014	\$16.492,99
debit interest	30.04.2014	\$2.528,22
debit interest	30.06.2014	\$1.659,47
custody fees	30.06.2014	\$1.753,08
debit interest	30.06.2014	\$3.261,65
debit interest	30.06.2014	\$3.182,26
custody fees	30.06.2014	\$20.626,66
custody fees	30.06.2014	\$56.120,00
debit interest	31.07.2014	\$3.180,96
debit interest	31.08.2014	\$2.795,82
debit interest	30.09.2014	\$2.528,54
custody fees	30.09.2014	\$131.829,66
custody fees	30.09.2014	\$13.600,00
custody fees	30.09.2014	\$23.790,00
debit interest	31.10.2014	\$3.136,94
adjustment		
custody fees	30.11.2014	-\$129.563,66
		<u>\$257.350,44</u>



Bateman Financial Ltd

One Capital Place,
3rd Flr, Shedden Road,
P O Box 792 KY1-1303,
Grand Cayman,
Cayman Islands
Office Tel.:(345)94-34766
Office Fax.:(345)94-34767

**Total Portfolio Asset Summary
as at January 12, 2015**

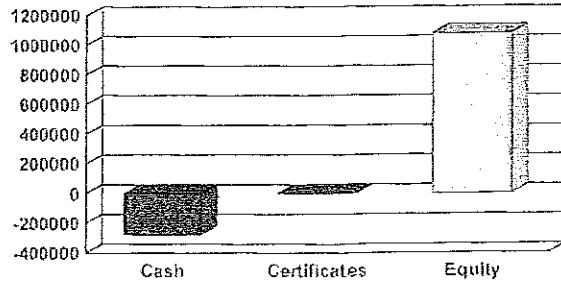
Highgate Securities Ltd
Marina Towers, Suite 405,
Newtown Barracks
Belize City
BELIZE

Account # 315442 / Highgate Securities Ltd / U.S. DOLLARS

Total Portfolio Asset Summary

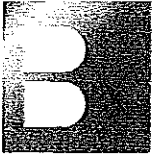
Cash	(278,655.25)	(34.82) %
Certificales	0.00	0.00 %
Equity	1,078,854.80	134.82 %
Total Portfolio	800,199.55	100.00 %

Total Portfolio Asset Summary



Portfolio Change In Period

Market Value as at December 12, 2014	525,089.76
Deposits / (Withdrawals)	0.00
Market Value as at January 12, 2015	800,199.55



Portfolio Valuation as at January 12, 2015

Account # 315442-1 / Highgate Securities Ltd / Regular Portfolio / U.S. DOLLARS

	Units	Market Price	Book Value	Market Value	Unrealized Gain/(Loss)	Income/Dividend
Ordinary Account			(278,655.29)	(278,655.29)		0.00
Ordinary Account	EUR	0.03		0.04		0.00
Aventura Equities Inc	3,374,000	0.00	0.00	674.80	674.80	0.00
Eastside Distilling Inc	573,500	1.86	0.00	1,078,180.00	1,078,180.00	0.00
Eurocan Holdings Ltd Certificate	1,380,000	0.00	0.00	0.00	0.00	0.00
Total Accrued Interest				0.00		
Total Declared Dividend				0.00		
Total Portfolio				800,199.55	1,078,854.80	0.00

Account Inception Date	Market Value as at December 12, 2014	Deposits	Withdrawals	Market Value as at January 12, 2015
01/13/2014	525,089.76	0.00	0.00	800,199.55

Exchange Rates(s) Used

EURO 1.1815



Transaction Summary
December 12, 2014 to January 12, 2015

Account # 315442-1 / Highgate Securities Ltd / Regular Portfolio / Cash Movement

Date	Movement Description	Debit	Credit	Balance
Ordinary Account -- USD				
12/12/14	BALANCE			(79,147.48)
12/23/14	SALE 1,000.00 Eastside Distilling @ 2.1000000		1,926.50	(77,220.98)
12/31/14	Wire Transferred out	200,075.00		(277,295.98)
12/31/14	Debit interest from 01/12/14 to 31/12/14	647.41		(277,943.39)
12/31/14	Custody Fee 4th Quarterly 2014	711.90		(278,655.29)
Ordinary Account -- CAD				
12/12/14	BALANCE			0.00
Ordinary Account -- EUR				
12/12/14	BALANCE			0.03

- Market price and Book Value represent currently available prices. Some securities in your portfolio may not be priced because data was unavailable. Market prices and Book Values shown are obtained from sources we believe are reliable but we do not guarantee their accuracy.
- The Book Value of any security is calculated as the total of all purchases, including any commissions, less the value of any sales. Some securities, such as Mutual Funds, distribute income that is automatically reinvested in the same security. For those types of securities, Book Value will also include the total cost of all these reinvested income distributions.
- We or affiliate act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our or our affiliates' spread-based revenues for performing the function. Spread means the difference between the rate we or our affiliates obtain and the rate you receive.

HIGHGATE SECURITIES LTD

Inputs-Altmark Holding

Custody Fee

Custody Fee	0.060%	6 bps per annum
Custody Fee Start Date	08/11/12	
Custody Fee End Date	08/08/14	

Balance	Date	Custody Fee	Cumulative Custody Fee
\$366,000,000.00	08/11/2012-31/12/2012	\$32,330.00	\$32,330.00
\$366,000,000.00	31/12/2012-31/03/2013	\$54,900.00	\$87,230.00
\$366,000,000.00	31/03/2013-30/06/2013	\$54,900.00	\$142,130.00
\$366,000,000.00	30/06/2013-30/09/2013	\$56,120.00	\$198,250.00
\$366,000,000.00	30/09/2013-31/12/2013	\$56,120.00	\$254,370.00
\$366,000,000.00	31/12/2013-31/03/2014	\$54,900.00	\$309,270.00
\$366,000,000.00	31/03/2014-30/06/2014	\$56,120.00	\$365,390.00
\$366,000,000.00	30/06/2014-08/08/2014	\$23,790.00	\$389,180.00

Custody Fees 2013

Altmark Holdings	Date	Custody Fee
08/11/2012-30/06/2014		\$365,390.00
30/06/2014-08/08/2014		\$23,790.00
Total	2014	\$389,180.00

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

OF 2015

B E T W E E N:

HIGHGATE SECURITIES LTD

PLAINTIFF

AND

B & C CAPITAL LTD

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 No

Service of the Writ of Summons is acknowledged accordingly

(Signed) _____
Attorney for

NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her 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/her name, address and reference, if any, in the box below.

Loeb Smith,
Attention: Gary Smith
Attorneys-at-Law
PO Box 329, 10 Market Street, Camana Bay,
Grand Cayman KY1-9006, Cayman Islands,
Cayman Islands
Tel: 1 (345) 749 7590
Ref: **GAS/DH**

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.



DIRECTIONS FOR ACKNOWLEDGEMENT 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, PO Box 495, 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 installments or otherwise.

See over for Notes of 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/her.
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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.