



IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD 186 OF 2020 (___)

BETWEEN:



GIBSON CONSULTANTS LTD



THE EMIRATES CAPITAL LIMITED

WRIT OF SUMMONS

TO: ~~The Emirates Capital Limited~~ of Office 504, PO Box 506597, Liberty House, Dubai International Financial Centre, Dubai, United Arab Emirates.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the following pages.

Within ___ 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 495G, 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 this day of August 2020

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.

THIS WRIT AND STATEMENT OF CLAIM was issued by Walkers, Attorneys-at-Law for the Plaintiff, whose address for service is 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands.

STATEMENT OF CLAIM

Background

1. Gibson Consultants Ltd (the "**Plaintiff**") is a Cayman Islands exempted company incorporated on 29 May 2017.
2. The Emirates Capital Limited (the "**Defendant**") is a company incorporated under the laws of the Dubai International Financial Centre, whose registered address is at Office 504, PO Box 506597, Liberty House, Dubai International Financial Centre, Dubai, United Arab Emirates.
3. Between 2017 and 2019, the Defendant acted as the investment manager to a Cayman Islands fund, Fulcrum Diversified Income Note Fund (the "**Fund**") pursuant to an investment management agreement entered into between the Defendant and the Fund dated 6 September 2017 which was amended and restated on 1 July 2018 and on 11 October 2018 (the "**IMA**"). During the same period of time, the Plaintiff acted as the investment advisor to the Defendant pursuant to an investment advisory agreement entered into between the Fund, the Plaintiff and the Defendant also dated 6 September 2017 and amended and restated on 1 July 2018 and 11 October 2018 (the "**IAA**").
4. The Fund was incorporated on 29 May 2017 and was an open-ended investment vehicle registered with the Cayman Islands Monetary Authority. However, the Fund was unable to attract sufficient equity subscriptions to make the Fund viable. Accordingly, on 25 May 2019, the sole management shareholder of the Fund passed a resolution to put the Fund into voluntary liquidation. Following the appointment of joint voluntary liquidators (the "**JVLs**"), the Fund's sole director considered the Fund to be of doubtful solvency and, therefore, did not consider it appropriate to sign a declaration of solvency.
5. As such, the JVLs made an application under section 124 of the Companies Law (as amended) (the "**Companies Law**") seeking that the winding up of the Fund continue under the Grand Court's supervision. Accordingly, on 7 August 2019 a supervision order was made and joint official liquidators (the "**JOLs**") were appointed. Following their appointment, the JOL's made an application to the Grand Court of the Cayman Islands

(the "Court") for an order that the Fund be dissolved forthwith, and on 29 May 2020, the Court granted such order.

6. The Plaintiff claims against the Defendant for breach of contract by reason of the Defendant's failure to provide advisory fees to the Plaintiff under the terms of the IAA.

The IMA

7. The IMA was first entered into on 6 September 2017 and was later amended and restated on 1 July 2018.

8. Pursuant to the terms of the IMA, the Defendant was appointed as the Fund's discretionary investment manager to perform "*various investment management services*".

9. The IMA provides as follows:

- (a) Clause 2.1

- (i) *The Fund hereby appoints the Investment Manager to act as the discretionary investment manager of the Fund in accordance with the terms and conditions of this Agreement, the provisions of the Memorandum and Articles, the advice provided to the Investment Manager in accordance with the provisions of the Investment Advisory Agreement, and subject to the overall supervision of the Board."*

- (b) Clause 6.1:

- (i) *"In consideration of the provision of discretionary investment management services in accordance with this Agreement, the Investment Manager shall be entitled to receive, and the Fund shall pay in US Dollars to the Investment Manager a management fee (the "Management Fee")."*

- (c) Clause 6.2:

- (i) *"The Management Fee is calculated as at the close of business on the last Business Day of each month and is payable monthly in arrears. The*

Management Fee in respect of each Series of the Class A Participating Shares, shall be equal to 1% per annum of the Total Subscription Proceeds in respect of that Series provided that the Investment Manager receives an aggregate minimum Management Fee in each month of US\$150,000 in respect of all Series".

(d) Clause 10.2:

(i) *"The Investment Manager may terminate this Agreement (a) at any time by giving not less than nine months' notice in writing (or such shorter notice as the Fund may accept) to the Fund".*

(e) Clause 10.5:

(i) *"On termination of this Agreement, the Investment Manager shall be entitled to receive all fees and other moneys accrued but not yet paid on a pro rata basis up to the date of such termination as provided in this Agreement and shall repay on a pro rata basis fees and other moneys paid to it in respect of any period after the date of such termination".*

(f) Clause 10.7:

(i) *"The termination of this Agreement shall be without prejudice to accrued rights and liabilities and any provisions expressed to survive the termination hereof".*

(g) Clause 17.1

(i) *"This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Cayman Islands".*

(ii) *"Each of the parties agrees that the courts of the Cayman Islands shall have jurisdiction to hear and determine any actions or proceedings arising out of or in connection with this Agreement and for that purpose irrevocably submits to the jurisdiction of such court and agrees that the*

process by which any such action or proceeding is begun may be served on it by being delivered to its registered address set out above".

The IAA

10. The IAA was first entered into on 6 September 2017 and was later amended and restated on 11 October 2018 to account for the amendment of the IMA.
11. Pursuant to the terms of the IAA, the Defendant appointed the Plaintiff as its investment advisor to *"provide information and advice, carry out research and provide analysis and recommendations to the [Defendant] whenever called upon to do so concerning appropriate investments in which the Fund should invest and submit to the [Defendant] such reports and information relating thereto as they reasonably require in accordance with the terms and conditions of this Agreement..."*. A number of the obligations of the Plaintiff pursuant to the IAA mirror the obligations of the Defendant pursuant to the IMA and include an obligation to conduct relations with any (amongst others) accountants, attorneys and such other persons in any such other capacity deemed to be necessary or desirable as they relate to management and financial and investment counselling of the Fund (clauses 2.2(g) of the IMA and 2.3(n) of the IAA).
12. Relevantly, the IAA also provides as follows:
 - (a) Clause 5.1:
 - (i) *"In consideration of the provision of the investment advisory services in accordance with this Agreement, the Investment Advisor shall be entitled to receive, and the Investment Manager shall pay to the Investment Advisor, an advisory fee of US\$50,000 per month (the "Advisory Fee") which shall be payable monthly in arrears, provided that the Investment Manager has received an aggregate minimum Management Fee in each month of US\$150,000 in respect of all Series in accordance with the Investment Management Agreement"*.
 - (b) Clause 8.3:

- (i) *"The Investment Manager may terminate this Agreement: (a) at any time by giving not less than nine months' notice in writing (or such shorter notice as the Fund may accept) to the Investment Advisor".*

- (c) Clause 8.5:
 - (i) *"On termination of this Agreement the Investment Advisor shall be entitled to receive all fees and other moneys accrued but not yet paid on a pro rata basis up to the date of such termination as provided in this Agreement and shall repay on a pro rata basis fees and other moneys paid to is in respect of any period after the date of such termination".*

- (d) Clause 8.7:
 - (i) *"The termination of this Agreement shall be without prejudice to accrued rights and liabilities and any provisions expressed to survive the termination hereof".*

- (e) Clause 15.1:
 - (i) *"This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Cayman Islands".*

- (f) Clause 15.2:
 - (i) *"Each of the parties agrees that the courts of the Cayman Islands shall have jurisdiction to hear and determine any actions or proceedings arising out of or in connection with this Agreement and for that purpose irrevocably submits to the jurisdiction of such court and agrees that the process by which any such action or proceeding is begun may be served on it by being delivered to its registered address set out above".*

Termination of the IMA and the IAA

13. On 9 April 2019, the Defendant served a Termination Notice on the Fund and the Plaintiff, giving the required nine months-notice of termination under the terms of the IMA and the IAA (the "**Termination Notice**").
14. Accordingly, the termination date under both the IMA and the IAA was 9 January 2020 (the "**Termination Date**").
15. The Fund was in voluntary liquidation from the 25 May 2019, and subsequently official liquidation from 7 August 2019.
16. The Defendant submitted a claim in the liquidation of the Fund for outstanding management fees accrued between May 2019 (being the month that the Fund entered liquidation) and January 2020 (being the month that the IMA and the IAA were to terminate) in connection with its role as Investment Manager to the Fund.

Jurisdiction of the Court

17. As further demonstrated below, the dispute between the Plaintiff and the Defendant relates to obligations owed by the Defendant under the IAA. As noted above, under Clause 15 of the IAA, the Plaintiff and the Defendant have agreed that "*the courts of the Cayman Islands shall have jurisdiction to hear and determine any actions or proceedings arising out of or in connection with*" the IAA and have irrevocably submitted to the jurisdiction of the Court in relation to the same.
18. Given this, the appropriate jurisdiction for the Plaintiff to bring its claims against the Defendant (as particularised below) is the Cayman Islands.

Breach of the IAA

19. As noted above, in accordance with Clause 5.1 of the IAA, the Defendant was contractually obliged to pay the Advisory Fee (as defined in the IAA) to the Plaintiff, payable "*monthly in arrears*", provided that the Defendant has received an aggregate minimum Management Fee (as defined in the IMA) in each month of US\$150,000.

20. The Defendant has previously paid the Advisory Fee to the Plaintiff in accordance with its obligations under the IAA for the period between August 2018 (being the date following entry into the amended and restated IAA) up to and including April 2019 (being the date immediately preceding the Fund's entry into voluntary liquidation). Therefore, it is clear from this course of conduct that the Defendant has expressly recognised its obligations under Clause 5.1 of the IAA and previously complied with such obligations.
21. During the liquidation of the Fund, the Defendant submitted a claim to the liquidators of the Fund for the payment of Management Fees that were owing by the Fund since May 2019. The claim submitted by the Defendant in the liquidation was as follows:

Month	Management Fees Claimed
May 2019	\$150,000
June 2019	\$150,000
July 2019	\$150,000
August 2019	\$150,000
September 2019	\$150,000
October 2019	\$150,000
November 2019	\$150,000
December 2019	\$150,000
January 2020 (1st – 9th)	\$44,383.56

22. Following the adjudication of the Defendant's claim in the liquidation of the Fund, on 28 January 2020, the JOLs made the following distribution to the Defendant with respect to the Management Fees owed by the Fund (the "Dividend"):

Month	Management Fees Claimed	Distribution Payment
May 2019	\$150,000	\$150,000
June 2019	\$150,000	\$150,000
July 2019	\$150,000	\$150,000
August 2019	\$150,000	\$150,000
September 2019	\$150,000	\$135,041.19

October 2019	\$150,000	-
November 2019	\$150,000	-
December 2019	\$150,000	-
January 2020 (1st – 9th)	\$44,383.56	-

23. The above table is copied directly from the JOLs' First and Final Report to the Court, which explains the payment of the Dividend and allocates the payment of the outstanding Management Fees on a monthly basis in unequivocal terms.
24. Upon the Defendant's receipt of the Dividend, the Defendant clearly received an aggregate minimum Management Fee of US\$150,000 for the months of May 2019 to August 2019 (the "**Relevant Months**") in accordance with Clause 6 of the IMA (see paragraph 9(c) above).
25. Pursuant to the Termination Notice, the IAA was a legal, valid and binding agreement and in full effect until 9 January 2020, which includes each of the Relevant Months.
26. As noted above at paragraph 12(a) above, Clause 5.1 of the IAA obligates the Defendant to pay the Advisory Fee to the Plaintiff in circumstances where the Defendant receives an aggregate minimum Management Fee in each month of US\$150,000.
27. Notwithstanding that the distribution was paid on 28 January 2020, (some 19 days after the Termination Date) the Defendant's liability to pay the Outstanding Advisory Fees is not extinguished by virtue of the termination of the IMA or the IAA, as noted in Clause 8.5 of the IAA (see paragraph 12(c) above). Clause 5.1 of the IAA also states that the Advisory Fee "*shall be payable monthly in arrears*". Given this, the Outstanding Advisory became immediately payable and owed to the Plaintiff upon its receipt by the Defendant.
28. Accordingly, following its receipt of the Dividend, the Defendant was contractually obliged to pay the following sums to the Plaintiff pursuant to the terms of the IAA:

Month	Advisory Fees owed to the Plaintiff by the Defendant
May 2019	US\$50,000

June 2019	US\$50,000
July 2019	US\$50,000
August 2019	US\$50,000

(together, the "**Outstanding Advisory Fees**").

29. Notwithstanding that the obligations owed by the Plaintiff and the Defendant were virtually identical and worked in tandem with respect to assisting the operations of the Fund and liaising with relevant third parties, and that the Defendant received its Management Fee of US\$150,000 for each the Relevant Months on 28 January 2020, the Defendant failed to pay the Outstanding Advisory Fees to the Plaintiff.
30. Accordingly, the Defendant is in breach of the terms of the IAA and is currently indebted to the Plaintiff in the amount of US\$200,000.

Communications with the Defendant

31. On 25 March 2020, the Plaintiff wrote to the Defendant and demanded payment of the Outstanding Advisory Fees with reference to the relevant provisions of the IAA and the Defendant's receipt of the Dividend.
32. On 31 March 2020, Higgs & Johnson (previously acting as Cayman Islands legal counsel for the Defendant) wrote to Walkers (Cayman Islands legal counsel for the Plaintiff) claiming that the Defendant is not indebted to the Plaintiff at all (the "**31 March Letter**") as (a) "*there is no basis*" for the apportionment of the Dividend paid to the Defendant as reflected in the abovementioned table and (b) the Plaintiff did not provide investment advisory services during the Relevant Months.
33. On 14 May 2020, Walkers responded to the 31 March Letter (the "**14 May Letter**"). In the 14 May Letter, Walkers:
 - (a) enclosed the First and Final Report of the JOLs of the Fund, which expressly states in unequivocal terms that the Dividend paid to the Defendant was allocated on a monthly basis and apportioned in identical terms as those set out in the abovementioned table;

- (b) highlighted the fact that *"The IAA does not require [the Plaintiff] to positively provide advice or investment advisory services at all times or at all if not required or necessary at the given time under the IAA. [The Plaintiff] being on standby to fulfil its obligations under section 2.3 of the IAA as and when [the Plaintiff] was required to do so still amounts to providing advisory services in accordance with the IAA"*; and
- (c) noted that in contrary to what was suggested in the 31 March Letter, the Plaintiff did in fact provide advisory services to the Defendant. In particular, it was noted that *"during the preparation of [the Defendant's] claim made in the liquidation of the Fund, [the Defendant] requested [the Plaintiff's] assistance in relation to the same on multiple occasions. The vast majority of [the Defendant's] requests were for [the Plaintiff] to assist [the Defendant] in formulating its claim by providing certain information, without which [the Defendant] would have faced significant difficulties in presenting its claim to the JOLs."*
34. Upon sending the 14 May Letter, Walkers received confirmation from Higgs & Johnson that they no longer acted as legal counsel for the Defendant. Given this, on the same day, Walkers sent the 14 May Letter to the Defendant directly, which requested a response from the Defendant by 5pm (UAE time) on 21 May 2020 on whether it intended to pay the Outstanding Advisory Fees which, pursuant to the correspondence between the parties, was clearly shown to be owed by the Defendant.
35. To date, no response to the 14 May Letter has been received by the Plaintiff from the Defendant.
36. On 27 July 2020, Walkers sent a further letter to the Defendant which (i) enclosed a substantially final draft of this Writ and Statement of Claim and (ii) provided the Defendant a further opportunity to settle the Outstanding Advisory Fees. To date, no response has been received to this letter.

The Plaintiff's Claim

37. The Defendant's is in breach of its obligation under IAA to pay the Outstanding Advisory Fees. Accordingly the Defendant is indebted to the Plaintiff in the amount of US\$200,000.
38. Specifically, the Defendant relied on the Plaintiff to provide advisory services in accordance with the IAA to prepare its claim in the liquidation of the Fund. The Defendant was then successful in receiving the Dividend for investment management services following the entry into liquidation, as assisted by the Plaintiff pursuant to the terms of the IAA. The Defendant then denied the Plaintiff payment of the Outstanding Advisory Fees owed under the IAA.
39. The Plaintiff has provided the Defendant with every opportunity to pay the Outstanding Advisory Fees without initiating these proceedings. However, the Defendant has refused to comply with its payment obligations, as a result of which the Plaintiff has had no recourse, save to initiate these proceedings and incur expense in relation to the same.
40. The breach of contract and the Defendant's pleaded conduct has also caused loss and damage to the Plaintiff in addition to the loss of the Outstanding Advisory Fees it is owed.
41. In circumstances where the Plaintiff was established not only to provide advisory services to the Defendant, but to provide its services to others and engage with investment opportunities for the benefit of its sole shareholder, the Defendant's non-payment of the Outstanding Advisory Fees has made it unfeasible for the Plaintiff to pursue other opportunities it has been presented, including the following:
 - (a) In September 2019, the Plaintiff was approached by Core Emirates (a company based in Dubai that offers construction consultancy services) to determine the Plaintiff's appetite in purchasing a partnership stake in Core Emirates. The Plaintiff began negotiations with Core Emirates in relation to this opportunity and based on its preliminary due diligence, estimated that this opportunity could provide an annual income to the Plaintiff of US\$250,000. However, the Plaintiff ultimately had to pull out of such negotiations when it became clear that the

Defendant was refusing to pay the Outstanding Advisory Fees given the Plaintiff planned on using the Outstanding Advisory Fees with respect to this opportunity;

- (b) In January 2020, the Plaintiff was presented with an offer to purchase a prestigious Kitchen and Bathroom showroom in Mytchett, Surrey Heath, England at a significant discount as a result of personal circumstances of the owner who was a personal friend of the sole director and shareholder of the Plaintiff. The Plaintiff considered the terms of the offer made very carefully and estimated that the offer was GBP 150,000 below the then fair market price and would have been pursued if the Outstanding Advisory Fees had been paid;
- (c) Since the Defendant indicated that it had no intention to pay the Outstanding Advisory Fees, the client has diverted significant resource in pursuing the Outstanding Advisory Fees, the loss associated to which is in the process of being particularised by the Plaintiff; and
- (d) If the Defendant had paid the Outstanding Advisory Fees in accordance with the IAA, the Plaintiff would have been able to leverage its relationships with those in the UAE in realising opportunities in the distressed real estate and financial markets perpetuated by Covid-19.

AND THE PLAINTIFF claims:

1. Damages for breach of contract in the sum of US\$200,000, representing the Outstanding Advisory Fees owed by the Defendant to the Plaintiff under the IAA, caused by the above pleaded conduct of the Defendant;
2. Damages for breach of contract to be assessed for the Plaintiff's loss of expected revenue and/or opportunity caused by the above pleaded conduct of the Defendant;
3. Interest pursuant to section 34 of the Judicature Law (as amended) and/or the equitable jurisdiction of the Court upon such terms at such rate and for such period as the Court shall think fit;
4. Costs; and

5. Such further or other relief as the Court sees fit.

DATED the 19th day of August 2020.



WALKERS
Attorneys-at-Law for the Plaintiff

**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 the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Courts Office, PO 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

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. 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.
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 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.
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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD ____ OF 2020 (____)

BETWEEN:

GIBSON CONSULTANTS LTD

PLAINTIFF

AND:

THE EMIRATES CAPITAL LIMITED

DEFENDANT

**ACKNOWLEDGEMENT 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 Delay may result in judgment being entered directions and notes for guidance carefully against a Defendant whereby he may have to before completing this form. If any information pay the costs of applying to set it aside. required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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 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 communications 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.

Walkers
Attorneys-at-Law
190 Elgin Avenue, George Town
Grand Cayman KY1-9001
Cayman Islands
Ref: BG/BB/D09424

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