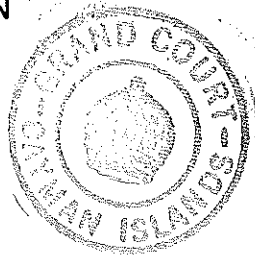


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

30249

CAUSE NO. OF 2016

BETWEEN:



OGIER Cayman (A Firm)

First Plaintiff

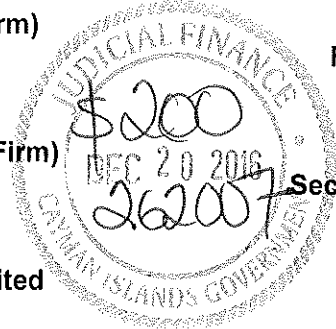
OGIER Hong Kong (A Firm)

Second Plaintiff

-and-

Bona Film Group Limited

Defendant



WRIT OF SUMMONS

TO: Bona Film Group Limited, c/o Codan Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, George Town, PO Box 2681 Grand Cayman KY1-1111, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the First Plaintiff, of 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands and the Second Plaintiff of Floor 11 Central Tower, 28 Queens Road Central, Central, Hong Kong in respect of the claims set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 GT, 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 20 day of December, 2016.

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 (or, if leave is required to effect service out of the jurisdiction, 6 months), beginning with the above date unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

**GENERAL INDORSEMENT
STATEMENT OF CLAIM**

1. By two written agreements made between the First and Second Plaintiffs (the "**Plaintiffs**") and the Defendant dated 20 April 2016 and 22 March 2016 respectively (the "**Contracts**"), the Plaintiffs were retained by the Defendant to provide Cayman law advice and to act in relation to proceedings contemplated, and subsequently issued, in the Grand Court of the Cayman Islands under Cause No. FSD 81 of 2016 (RMJ) (the "**Proceedings**").

2. The Plaintiffs' claims are for breach of the Contracts by the Defendant for its failure and/or refusal to pay the Plaintiffs for Cayman law legal services rendered to and for and at the request of the Defendant in the Proceedings.

Relief


AND the Plaintiffs claim:

1. The sum of US\$352,208.60 as debts due and owing; or as damages in the amount of US\$352,208.60 for breach of contract;

2. Interest:
 - (i) pursuant to the terms of the Contracts, being:
 - (a) To the date hereof, the sum of US\$28,840.68; and
 - (b) From the date hereof, in accordance with the Contracts; or alternatively
 - (ii) pursuant to Section 34(1) of the Judicature Law (2013 Revision) for such periods and at such rates as the Court sees fit;

3. Costs.

DATED the 20th day of December 2016


Ogier
On behalf of the Plaintiffs

To: The Clerk of the Court
And to: Bona Film Group Limited

This Writ and Generally Indorsed Statement of Claim was issued by Ogier, Attorneys for the Plaintiffs, whose address for service is: 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (Reference:UJP/OGP/425561.00001/169977.00003)

**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 Law Courts, P.O. Box 495GT, 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 of 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. OF 2016

BETWEEN:

OGIER Cayman (A Firm)

First Plaintiff

OGIER Hong Kong (A Firm)

Second Plaintiff

-and-

Bona Film Group Limited

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 of Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in 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.

Attorney for the Defendant

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 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.

OGIER
Attorneys-at-Law
89 Nexus Way,
Camana Bay
Grand Cayman KY1-9009
Cayman Islands
T: 345.949.9876
F: 345.949.9877

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

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO. OF 2016

BETWEEN:

OGIER Cayman (A Firm)

First Plaintiff

OGIER Hong Kong (A Firm)

Second Plaintiff

-and-

Bona Film Group Limited

Defendant

STATEMENT OF CLAIM

The First and Second Plaintiffs

1. The First Plaintiff is a partnership operating as a firm of attorneys-at-law practising in the Cayman Islands, with offices situated at 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands.
2. The Second Plaintiff is a partnership operating as a foreign firm practising Cayman Islands law in Hong Kong, with offices situated at Floor 11, Central Tower, 28 Queen's Road Central, Central, Hong Kong.
3. Whilst the First Plaintiff and the Second Plaintiffs are part of the multi-jurisdictional legal services provider under the 'Ogier' name, they are separate legal partnerships in the Cayman Islands and Hong Kong.
4. Together, the First Plaintiff and the Second Plaintiff are referred to as (the "Plaintiffs").

The Defendant

5. The Defendant was incorporated in the Cayman Islands as an exempted company with limited liability.
6. The Defendant's registered office is situate at Codan Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, George Town, PO Box 2681 Grand Cayman KY1-1111, Cayman Islands.

The Contract

7. The Plaintiffs were retained by the Defendant to provide Cayman law advice and to act in relation to proceedings contemplated, and subsequently issued by way of petition dated 8 June 2016, in the Grand Court of the Cayman Islands under Cause No. FSD 81 of 2016 (RMJ) (the "Proceedings").
8. The engagement terms comprise:
 - a. by an agreement in writing contained in and evidenced by an engagement letter dated 20 April 2016, made between the First Plaintiff and the Defendant; and
 - b. by an agreement in writing contained in and evidenced by an engagement letter dated 22 March 2016, made between the Second Plaintiff and the Defendant.

Together, the aforesaid agreements are referred to the "**Contracts**",

9. The Contracts, to which the Plaintiffs will refer as may be necessary for their full terms, meaning and effect, provide, *inter alia*, as follows:

"4 *Fees*

4.1 *Unless agreed otherwise, our fees are based on time spent by our lawyers and other fee earners. ...*

4.2 *Our billing rates vary according to the experience, qualifications and role of the individuals involved. Our billing rates are reviewed from time to time and may be adjusted as we consider necessary. The rates applied will be those in force at the time the work is undertaken. ...*

6 *Payment*

6.1 *Invoices are usually rendered monthly in arrears and generally include all fees, disbursements and charges incurred up to the date of invoice. Interim invoices may be issued. Unless otherwise agreed with us, payment is due immediately.*

6.2 *If payment is not made within 30 days, we may charge interest at a monthly rate of 2%.*

6.3 *Without prejudice to our right to claim interest, if payment is not made when due (or if we request payment on account of fees, if payment is not made when requested), we may stop acting for you and retain documents and papers belonging to you, together with our own records, pending payment in full of all amounts due to us."*

10. The Plaintiffs provided the Defendant with Cayman law legal services in relation to the Proceedings in accordance with the Contracts.
11. The Plaintiffs' legal services were charged on a time spent basis in accordance with clause 4.1 of the Contracts.
12. Details of the First Plaintiff's outstanding invoices are set out in Schedule 1 attached hereto.

13. Details of the Second Plaintiff's outstanding invoices are set out in Schedule 2 attached hereto.
14. The invoices in Schedule 1 and Schedule 2 were amalgamated for the Defendant's convenience and delivered by email as follows:

Invoice Number	Invoice Date	Date of Presentation	Invoice Outstanding Balance	Interest Accrued as at 20 December 2016	
46011198	14 July 2016	20 July 2016	US\$91,426.58	US\$9,197.76	
46011239	29 July 2016	29 July 2016	US\$75,551.56	US\$7,153.59	
46011365	23 Aug 2016	23 Aug 2016	US\$102,844.70	US\$8,047.25	
46011574	29 Sept 2016	30 Sept 2016	US\$82,385.76	US\$4,442.07	
			US\$352,208.60	US\$28,840.68	US\$381,049.28
			Principal Amount Outstanding	Total Interest	Total Claim

15. In accordance with clause 6.1 of the Contracts, the invoices became due for payment upon delivery.

Principal

16. The total principal demanded and outstanding under the invoices listed in paragraph 14 above is US\$352,208.60.
17. In breach of the Contracts, the Defendant has failed to make payment to the Plaintiffs of the outstanding sum of US\$352,208.60 or any part thereof.
18. In the premises, the Defendants are indebted to the Plaintiffs in the sum of US\$352,208.60 plus interest as detailed below.

Interest

19. The Plaintiffs claim interest pursuant to clause 6.2 of the Contracts at a monthly rate of 2% from the date of presentation until the date hereof, being US\$28,840.68.
20. Interest on the Principal amount outstanding continues to accrue in accordance with the Contracts.
21. Alternatively, the Plaintiffs claim interest pursuant to Section 34(1) of the Judicature Law (2013 Revision).

Relief

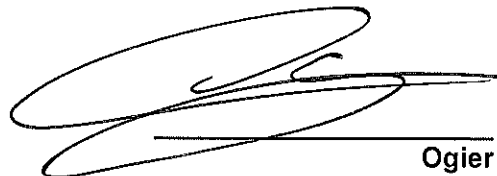
AND the Plaintiffs claim:

1. The sum of US\$352,208.60
 - (i) as debts due and owing; or alternatively
 - (ii) as damages in the amount of US\$352,208.60 for breach of contract;

3. Interest
 - (i) pursuant to the terms of the Contracts, being;
 - (a) To the date hereof, the sum of US\$28,840.68; and
 - (b) From the date hereof, in accordance with the Contracts; or alternatively
 - (ii) pursuant to Section 34(1) of the Judicature Law (2013 Revision) for such periods and at such rates as the Court sees fit;

5. Costs.

DATED the 20th day of December 2016



Ogier
On behalf of the Plaintiffs

To: The Clerk of the Court
And to: Bona Film Group Limited

This Statement of Claim was issued by Ogier, Attorneys for the Plaintiffs, whose address for service is: 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (Reference:UJP/OGP/425561.00001/169977.00003)

SCHEDULE 1 – FIRST PLAINTIFF'S PARTICULARS OF ACCRUED FEES AND INTEREST

Invoice Number	Invoice Date	Date of Presentation	Invoice Outstanding Balance	Payments made
31056701	18 July 2016	20 July 2016	US\$24,833.30	-
31056846	28 July 2016	29 July 2016	US\$8,384.20	-
310567292	30 Aug 2016	23 August 2016	US\$12,087.70	US\$5,000.00
31057806	28 Sept 2016	30 Sept 2016	US\$7,704.40	-
	Total:		US\$53,009.60	

SCHEDULE 2 – SECOND PLAINTIFF'S PARTICULARS OF INTEREST

Invoice Number	Invoice Date	Date of Presentation	Invoice Outstanding Balance	Payments made
46011198	14 July 2016	20 July 2016	US\$66,593.28	-
46011239	29 July 2016	29 July 2016	US\$67,167.36	-
46011365	23 Aug 2016	23 Aug 2016	US\$89,028.00	US\$30,000
46011367	23 Aug 2016	23 Aug 2016	US\$1,729.00	-
46011568	29 Sept 2016	30 Sept 2016	US\$795.60	-
46011574	29 Sept 2016	30 Sept 2016	US\$73,885.76	-
	Total:		US\$299,199.00	