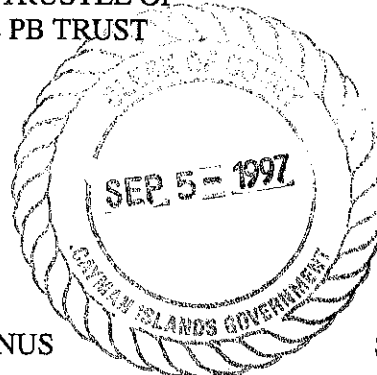


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 661 OF 1997

BETWEEN:	(1) RAYMOND KALLEY, AS TRUSTEE OF THE EB TRUST AND THE PB TRUST	FIRST PLAINTIFF
	(2) EGIL BRAATHEN	SECOND PLAINTIFF
	(3) PAULINE BRAATHEN	THIRD PLAINTIFF
AND:	(1) ALLEN MANUS	FIRST DEFENDANT
	(2) ELIZABETH (LIBBY) MANUS	SECOND DEFENDANT
	(3) THE FAMILY M. FOUNDATION LTD.	THIRD DEFENDANT
	(4) INTERNATIONAL EXPLORERS LTD.	FOURTH DEFENDANT
	(5) ROYAL BANK OF CANADA	FIFTH DEFENDANT



WRIT OF SUMMONS

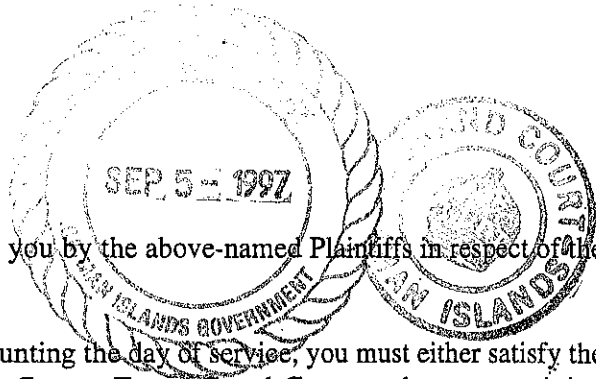
TO: Alan Manus,
Apartment #711,
Building No. A1, Britannia Phase 2,
West Bay Road,
Grand Cayman

AND TO: Elizabeth (Libby) Manus,
Apartment #711,
Building No. A1, Britannia Phase 2,
West Bay Road,
Grand Cayman

AND TO: Family M. Foundation Ltd.,
c/o Campbell Corporate Services,
P.O. Box 884 GT,
Bank of Nova Scotia Building,
George Town, Grand Cayman

AND TO: International Explorers Ltd.,
Huntlaw Corporate Services,
P.O. Box 1350 GT,
Fort Street,
George Town, Grand Cayman

AND TO: Royal Bank of Canada,
P.O. Box 245 GT,
Cardinal Avenue,
George Town, Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claims set out hereunder.

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 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 5th day of September, 1997.

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.

STATEMENT OF CLAIM

BY THE FIRST PLAINTIFF AS AGAINST THE FIRST AND SECOND DEFENDANTS:

1. On the 2nd day of March, 1996 the First Plaintiff herein commenced proceedings against (inter alia) the First Defendant, Alan Manus, and the Second Defendant, Elizabeth (Libby) Manus, in the United States District Court for the Southern District of Florida Miami Division ("the US District Court") with case no. 96-0780-CIV-GRAHAM ("the US Action").
2. The US District Court was duly constituted and held in accordance with the laws of the Southern District of Florida Miami Division and had jurisdiction in that behalf. The First and Second Defendants herein accepted the jurisdiction of the US District Court and summary judgement was entered against them.
3. On the 13th day of March, 1997, the US District Court gave judgement in the said action and ordered that final judgement be entered against the First and Second Defendants in the amount of US\$1,075,000 with interest at the legal rate in force in the Southern District of Florida.

BY ALL PLAINTIFFS AS AGAINST THE FIRST, SECOND, THIRD AND FOURTH DEFENDANTS:

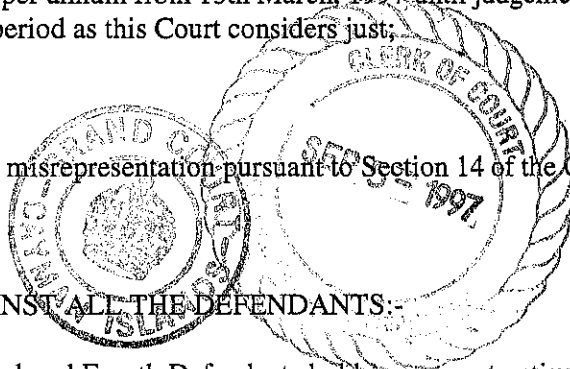
4. During the course of 1994 the First and Second Defendants befriended the Second and Third Plaintiffs ("the Braathens"). During this time the First and Second Defendants informed the Braathens of a particular business interest that they had high expectations for success. That venture was the worldwide promulgation of the UC'NWIN System, a method of promoting consumer products with interactive video games to be promulgated through video kiosks placed in various public facilities and, primarily, petrol stations. The First and Second Defendants represented to the Braathens that they controlled the companies who owned the worldwide rights to the UC'NWIN System and, more specifically, Winners All International Inc. ("Winners All"), UC'NWIN Systems Limited ("UC'NWIN"), a company traded on the Alberta Stock Exchange, UC'NWIN Systems, Inc. ("UC'NWIN Florida"), a company registered under the laws of Florida, and Winners All Asia Pacific Limited ("WAAP"). On the 29th December, 1995 UC'NWIN discontinued its existence under Canadian law, was renamed UC'NWIN Systems Corporation and was transferred to exist under the laws of the state of Delaware.
5. During the course of these discussions the First and Second Defendants represented to the Braathens that an investment in the stock of the companies who owned the rights to the UC'NWIN System was a certain investment and would at least double. The First Defendant specifically represented that the stock would be valued at between US\$4 and US\$4.50 within several months of the proposed sale of stock or, at the latest, by June 30th, 1995. The First Defendant further represented to the Braathens that on or about that date a merger was scheduled to occur between several related companies, which collectively owned the rights in the UC'NWIN System in the United States and other countries and that such a merger would further strengthen the value of the companies and their prospects for worldwide success.
6. In reliance upon these representations the Braathens established the EB Trust and the PB Trust for the sole purpose of acquiring stocks in Winners All International, Inc. ("Winners All"), a NASDAQ traded company. It is further averred that in reliance upon the representation set out in paragraph 5 above the Braathens settled US\$900,000 with the EB Trust and the PB Trust to enable them to purchase shares in Winners All.
7. In or about April 1995 the First and Second Defendants offered to sell 400,000 shares of Winners All stock to EB and PB Trusts at a price of US\$2.25 per share, being a total consideration price of US\$900,000 ("the First Stock Transaction"). It is averred that the Plaintiff, as Trustee of the EB and PB Trusts relied upon the representations made by the First and Second Defendants and as a result of them was induced into entering into the contract for the purchase of share in Winners All.
8. It is averred that at the time the said representations were made by the First and Second Defendants they knew that they were fraudulent and/or false, that they knew to be untrue, or that they had no belief in their truth, or that they were reckless as to their truth and that their sole purpose was to induce the Plaintiffs to enter into a contract for the sale of Winners All stock. In the premise, the First and Second Defendants are liable in damages in the tort of deceit.
9. The Plaintiff will rely on the decision of the United States District Court for the Southern District of Florida, Miami Division ("the US District Court") in case number 96-0780-CIV-GRAHAM as *prima facie* evidence of the First and Second Defendants' fraud and deceit.

Defendant then "loaned" US\$800,000 of the US\$900,000 to the Fourth Defendant within one week of the original transfer of the funds to the Cayman Islands attorneys.

19. It is averred that the Third and Fourth Defendants, being entities under the control of the First and Second Defendants or members of their family or family enterprises were on notice as to the source and circumstances of the said transfer of funds. It is averred that the Third and Fourth Defendants knew that they were in receipt of trust funds and, accordingly, themselves held those funds as Constructive Trustees on trust for the First Plaintiff.
20. It is averred that the Third and Fourth Defendants knowingly assisted a breach of trust by the First and Second Defendants and were in knowing receipt of trust funds.

AND THE FIRST PLAINTIFF CLAIMS FROM THE FIRST AND SECOND DEFENDANTS ONLY:-

1. the sum of US\$1,075,000;
2. interest upon the said sum in accordance with the terms of the said judgements at the legal rate in force in the state of Florida being 5.67% per annum from 13th March, 1997 until judgement herein and thereafter at such rate and for such period as this Court considers just;
3. fixed costs in the sum of CI\$3,187.50;
4. damages for fraudulent and/or negligent misrepresentation pursuant to Section 14 of the Contracts Law (1996 Revision);



AND THE FIRST PLAINTIFF CLAIMS AGAINST ALL THE DEFENDANTS:-

5. a declaration that the First, Second, Third and Fourth Defendants hold upon constructive trust for the Plaintiff or is liable to account to the Plaintiff for all its legal and/or beneficial interest in the US\$1,075,000;
6. a declaration that the Plaintiff is entitled to trace an equity and recover all of the US\$1,075,000 transferred directly or indirectly to the Defendants or any of them;
7. all necessary accounts and enquiries to enable the Plaintiff to trace and recover the US\$1,075,000;
8. an order for the payment of US\$1,075,000 with interest at such rate and for such period as this Court considers just;
9. such orders as may be appropriate requiring the Defendants to disclose to the Plaintiff the nature and whereabouts of the US\$1,075,000 together with all necessary information to enable the Plaintiff to join all other necessary and proper parties to this action;
10. such orders as may be appropriate requiring the Defendants to disclose to the Plaintiff all necessary information to enable the Plaintiff to trace and recover the US\$1,075,000;

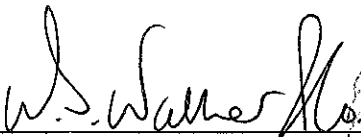
11. such injunctions and inhibitions as may be appropriate to restrain the First, Second, Third and Fourth Defendants from dealing with or disposing of their assets or any of the US\$1,075,000 held by those Defendants on Constructive Trust for the Plaintiff within the jurisdiction;
12. such orders as may be appropriate requiring the Defendants to disclose to the Plaintiff the nature and whereabouts of the First and/or Second Defendants' assets within the jurisdiction of this Court;

AND THE FIRST, SECOND AND THIRD PLAINTIFFS CLAIM AGAINST THE FIRST AND SECOND DEFENDANTS ONLY:-

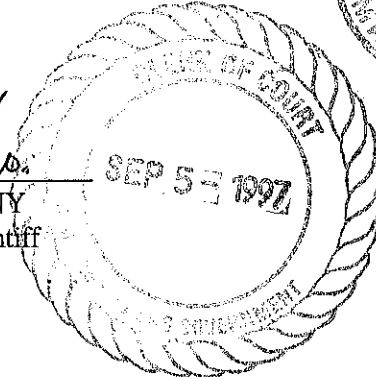
13. damages in the tort of deceit.

DATED THIS 5th day of September, 1997.

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of US\$1,075,000 including interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



W.S. WALKER & COMPANY
Attorneys-At-Law for the Plaintiff



TO: The Clerk of Court

AND TO: The Defendants

THIS WRIT OF SUMMONS was issued by W.S. Walker & Company, Attorneys-at-Law for the Plaintiff, whose address for service is that of its said Attorneys-at-Law, Caledonian House, P.O. Box 265, George Town, Grand Cayman, Cayman Islands.



- BETWEEN: (1) RAYMOND KALLEY, AS TRUSTEE OF THE EB TRUST AND THE PB TRUST FIRST PLAINTIFF
 (2) EGIL BRAATHEN SECOND PLAINTIFF
 (3) PAULINE BRAATHEN THIRD PLAINTIFF
- AND: (1) ALLEN MANUS FIRST DEFENDANT
 (2) ELIZABETH (LIBBY) MANUS SECOND DEFENDANT
 (3) THE FAMILY M. FOUNDATION LTD. THIRD DEFENDANT
 (4) INTERNATIONAL EXPLORERS LTD. FOURTH DEFENDANT
 (5) ROYAL BANK OF CANADA FIFTH 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 Defendants by whom or on whose behalf the service of the Writ of Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick where appropriate)

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceeding, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

**DIRECTION 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 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 Court's 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 Court's office.