

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>807</sup> OF 1997

BETWEEN:

WESTSTAR T.V. LTD.

Plaintiff

-and-

CORONADO DEL RAY DEVELOPMENT LTD.

Defendant

WRIT OF SUMMONS

TO: Coronado Del Ray Development Ltd.  
In Care of Huntlaw Corporate Services  
Registered Head Office  
P.O. Box 1350 GT  
Grand Cayman, Cayman Islands  
British West Indies

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 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

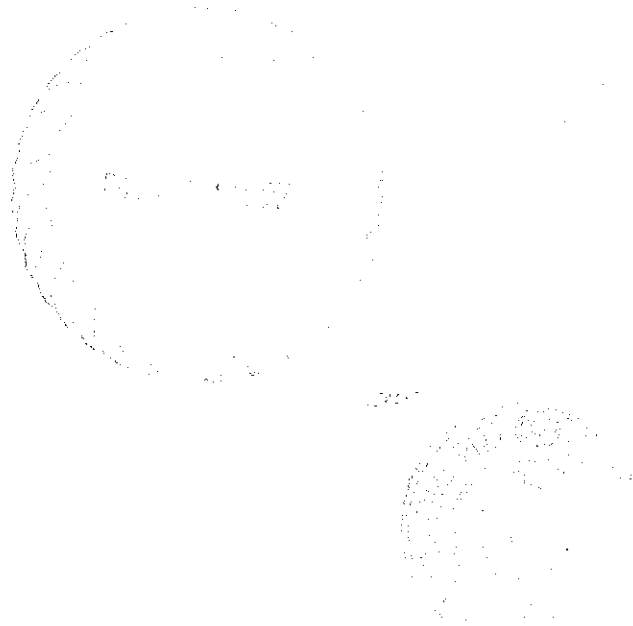
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice

Issued this <sup>2</sup> day of <sup>Dec</sup> 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

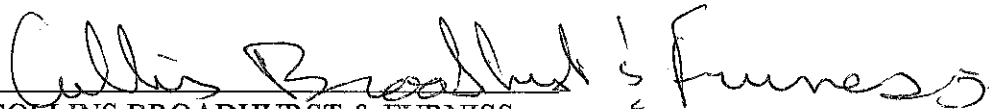
1. The Plaintiff is a company incorporated pursuant to the laws of the Cayman Islands and carries on business in the Cayman Islands as a provider of television broadcasting, advertising and related services.
2. The Defendant, Coronado Del Ray Development Ltd. (hereinafter referred to as "Coronado"), is a corporation incorporated pursuant to the laws of the Cayman Islands and has its Registered Head Office at Huntlaw Corporate Services, P.O. Box 1350 GT, Grand Cayman, Cayman Islands, British West Indies.
3. On or about February 25, 1994, the Plaintiff and Coronado entered into an agreement whereby Coronado would loan to the Plaintiff the sum of \$US300,000.00 on the following terms and conditions:
  - a. that the said sum would be repaid together with interest at the rate of 10% on May 31, 1994;
  - b. by operation of law, the amount due on the note would otherwise be due upon presentment of the note for payment;
  - c. If prior to May 31, 1994, the Plaintiff issued 300,000 shares of one cent each or any class at a premium of ninety nine cents each to West Interlink, such would be deemed repayment of the principal sum and all interest would be deemed to be waived.
4. The Plaintiff received the said loan and provided as security a Promissory Note (the "Note") containing the terms as set out above.
5. The Plaintiff did not issue shares in accordance with 3 c., above.
6. On July 22, 1996, the Plaintiff delivered to Coronado, the sum of \$US377,719.00 by way of draft, representing the full principal and interest accrued to that date.
7. Coronado acknowledged receipt of the said funds referred to in the above paragraph.
8. By way of letter dated July 22, 1996 and verbally on the same date, the Plaintiff requested return of the said Note
9. By way of letter dated November 14, 1997, the Plaintiff's attorneys at law made formal demand for the return of the said Note and served the demand on the registered head office of Coronado in accordance with the Companies Law of the Cayman Islands.
10. Coronado has not returned the Note.

11. The Plaintiff is entitled in law to the return on the Note upon repayment of the sums for which the Note stands as security.
12. The Note is a negotiable instrument upon which demands may be made on by any party obtaining said Note from Coronado or others who may come into possession of it. Accordingly, the Plaintiff is entitled to an order requiring the return of the said Note.

AND THE PLAINTIFF claims:

1. A declaration that the indebtedness secured by the said Note has been fully discharged;
2. A Order requiring Coronado to deliver up to the Plaintiff the said Note;
3. Costs.

Dated December 1, 1997

  
COLLINS BROADHURST & FURNISS  
Attorneys at Law for the Plaintiff

This Writ of Summons was issued by Collins Broadhurst & Furniss whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

## DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgement 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 495, G.T. Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 within 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen 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.

### 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.
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

CAUSE NO. 807 OF 1997

Between:

WESTAR TV LTD.

Plaintiff

- and -

CORONADO DEL RAY DEVELOPMENT LTD.

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 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 judgement 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 judgement entered by the Plaintiff (tick box) Yes [ ]

Service of the Writ is acknowledged accordingly

(signed) \_\_\_\_\_

[Attorney] for

[Defendant in Person]

Address for service:

Please see overleaf.....

**Notes on address for service**

Attorney: where 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 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.*

COLLINS BROADHURST & FURNISS  
Attorneys-at-Law  
40 Myles Crescent  
P.O. Box 2503, G.T.  
Grand Cayman  
Cayman Islands, B.W.I.

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