

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 174 OF 2002

BETWEEN:

CAYMAN INTERNATIONAL TELEVISION
(CARRIBEAN) NETWORK LTD.

Plaintiff

- and -

EMERY WORLDWIDE LTD.
(trading as Miracle Brokers)

Defendant

WRIT OF SUMMONS

TO: Emery Worldwide Ltd. t/a Miracle Brokers
Registered Office
PO Box 10852 APO
Grand Cayman, Cayman Islands

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 fourteen (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, Grand Cayman, Cayman Islands, 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

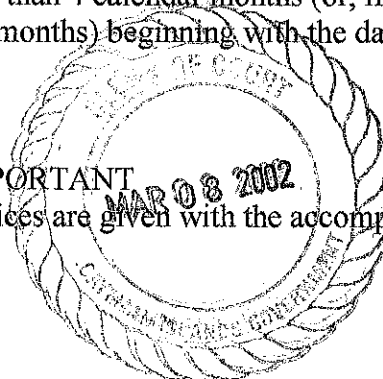
Issued this 6 day of March, 2002

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 issued unless renewed by order of the Court.

Directions for Acknowledgement of Services are given with the accompanying form

IMPORTANT

MAR 08 2002



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. The registered office of the Plaintiff is P.O. Box 2127, Whitehall Gardens, George Town, Grand Cayman, B.W.I.
2. The Defendant, Emery Worldwide Ltd (trading as Miracle Brokers) is a local company incorporated pursuant to the law of the Cayman Islands and has its registered office at P.O. Box 10852 APO, Grand Cayman, Cayman Islands, B.W.I.
3. The Plaintiff and the Defendant entered into a number of agreements for the Plaintiff to produce and broadcast advertisements for the Defendant. The agreements are contained within five written contracts one of which is dated the 13th of October 1997, two others are dated the 17th of March 1998 and the final two are dated the 19th of May 1998 (hereinafter the "Agreements").
4. The Plaintiff duly performed its obligations under the Agreements and invoiced the Defendant the contracted for amounts which amounted to a total sum of CI\$ 5,249.27.
5. In breach of the Agreement the Defendant has refused or otherwise failed to pay the invoices as they came due. To date the Defendant has only made one payment to the Plaintiff in the amount of CI\$ 1,000.00, which was made on or about October 1999.
6. As of the date of issuance of this claim the principal sum of CI\$ 4,249.27 remains due and owing by the Defendant to the Plaintiff for the services and invoices rendered under the Agreements.
7. In addition, the Plaintiff claims pre-judgment and post-judgment interest on the unpaid invoices in accordance with the rates prescribed under the Judicature Act (1995 Revision) and the Judgment Debts (Rate of Interest) Rules. The total interest is set out in Schedule 1 of this Statement of Claim and amounts to CI\$ 1,169.25 and is increasing at a per diem rate of CI\$ 0.52.
8. Numerous requests have been made to the Defendant to make payment on the sum due but the Defendant has refused or otherwise failed to make payment.

AND THE PLAINTIFF claims:

1. CIS 4,173.74 principal on the above pleaded unpaid accounts; and
2. Pre-judgment and post-judgment interest upon the said damages pursuant to the Judicature Law (1995 Revision) and Judgment Debts (Rates of Interest) Rules as prescribed from time to time The total of said interest amounts to CIS 1,169.25 and is increasing at a per diem rate of CIS 0.52; and
3. Costs to be taxed if not agreed.

Dated the 8th of March, 2002
Filed the of March, 2002

BROADHURST DaCOSTA
BROADHURST DaCOSTA
Attorneys-at-law for the Plaintiff

This Statement of Claim was filed by Broadhurst DaCosta Attorneys-at-law for the Plaintiff whose address for service is 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, B.W.I.

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$ 4,249.27 as principal and CI\$ 1,169.25 as interest until the issue of the writ of summons for a total amount of CI\$ 5,418.52. The amount of the fixed costs is CI\$ 250.00 and the costs of issuing the writ of summons is CI\$ 150.00. If within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its Attorneys-at-law.

STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest during the period up to December 31, 1998, was 7.875 percent per year;
- ii. The prescribed rate of interest from January 1, 1999, was 7 percent per year;
- iii. The prescribed rate of interest from April 1, 2000, was 8 percent per year;
- iv. The prescribed rate of interest from June 1, 2001, was 6.25 percent per year;
- v. The prescribed rate of interest from December 1, 2001, is 4.5 percent per year;
- vi. The total interest claimed at the date of the issue of the writ is CI\$ 1,169.25;
- vii. The amount of interest accruing each day following the issue of the writ is CI\$ 0.52.

SCHEDULE 1

Amount	Interest from Jul 31/98 to Dec 31/98 7.375%	Interest from Jan 1/99 to Oct 20/99 7%
\$ 5,249.27	\$ 162.18	\$ 295.93
Interest prior to Oct 20/99 payment		\$ 458.11

Amount	Interest from Oct 21/99 to Mar 31/00 7%	Interest from Apr 1/00 to May 31/01 at 8%	Interest from June 1/01 to Nov 30/01 at 6.25%	Interest from Dec 1/01 to Mar 8/02 at 4.5%
\$ 5,249.27				
* \$ (1,000.00)				
\$ 4,249.27	\$ 130.41	\$ 396.18	\$ 133.59	\$ 50.96
Interest after Oct 20/99 payment				\$ 711.14

Total Interest	\$ 1,169.25	Per Diam	\$ 0.52
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* Outstanding amount changes after payment of \$1,000 on October 20, 1999. Interest recalculated on new amount.

**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, PO Box 495, George Town, 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 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 not 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 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 judgement 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 fourteen (14) days after his Acknowledgement, 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.

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 fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

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**CAYMAN INTERNATIONAL TELEVISION
(CARRIBEAN) NETWORK LTD.**

Plaintiff

- and -

**EMERY WORLDWIDE LTD.
(trading as MIRACLE BROKERS)**

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.
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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 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 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.

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

BROADHURST DaCOSTA
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BRITISH WEST INDIES

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

[Empty box for Defendant's Attorney endorsement]