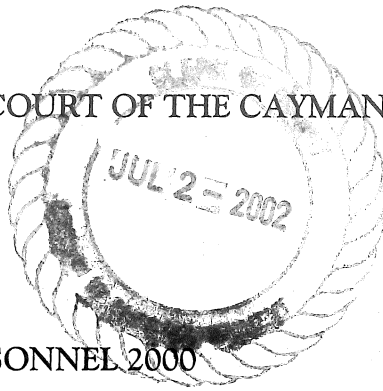


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 454 of 2002

BETWEEN:

PERSONNEL 2000

Plaintiff

AND:

CERENTIS BROADCASTING SYSTEMS LTD.

Defendant



WRIT OF SUMMONS

To: Cerentis Broadcasting Systems Ltd.
c/o Ocean 95
PO Box 425 Savannah
Grand Cayman, Tel: 926 2326

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 495, George Town, Grand Cayman, 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 judgment may be entered against you forthwith without further notice.

Issued this 21st day of June 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 issue unless renewed by order of the Court.

STATEMENT OF CLAIM

1. The Plaintiff is a company licensed to carry out business in the Cayman Islands, which specialises in recruitment and job placement of staff personnel.
2. The Defendant is a company, which is licensed to carry on business as a radio station in the Cayman Islands. The Defendant operates under the name of "Ocean 95".
3. The Defendant contacted the Plaintiff in November 2001 with a request for the recruitment of certain personnel for radio station Ocean 95, which they were in the process of setting up.
5. Mr. Simon Brodie of Cerentis Broadcasting Systems Ltd. signed an Agreement dated 27 November 2001. The terms of the Agreement were as follows:
 - a. If the Defendant chose to hire any of the applicants introduced to them by the Plaintiff during or within 12 months of the introduction the Defendant would pay to the Plaintiff the placement fee of 11.5% of the applicant's first year's annual salary.
 - b. The placement fee was to be paid within five days of the applicant's starting date.
6. The Defendant hired one Michelle Parker as Administration Assistant at a salary of CI\$31,000.00 per annum. She commenced working for the Defendant on 17 December 2001. The Plaintiff held a temporary work permit for her from 17 December 2001 until 15 January 2002 at which time a work permit application was submitted by the Defendant and approved effective 25 January 2002. The Defendant also hired one Norma Solomon as Marketing Representative at a salary of CI\$20,400.00 per annum.
7. The Plaintiff as part of the Agreement submitted an invoice dated 18 February 2002 in the sum of \$3,565.00 for the placement fee for Michelle Parker and an invoice dated 18 December 2001 in the sum of \$2,346.00 for the placement fee Norma Solomon. An invoice was also submitted on 21 January 2002 for salaries owed by the Defendant for Michelle Parker between the period of 17 December 2001 and 15 January 2002. The Plaintiff had paid Ms Parker's salary for that period while they held her temporary work permit.
8. The Defendant has failed to pay the invoices despite attempts by the Plaintiff to collect the outstanding fees.

9. The Plaintiff therefore claims the sum of \$7,544.00 plus interest at a rate of 4% pursuant to the Judicature Law from date of judgment to date of payment.

AND THE PLAINTIFF CLAIMS:

1. Principle sum of CI\$7,544.00
2. Interest at a rate of 4% calculated from date of judgment until date of payment.
3. Costs to be taxed if not agreed plus fees of the Writ of \$150.00

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$7,544.00 (not including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 27 day of June 2002

Hunter & Hunter
HUNTER & HUNTER

Filed by Hunter & Hunter, Attorneys at Law, for the Plaintiff, whose address for service is that of its attorneys, namely, 75 Fort Street, The Huntlaw Building, P.O. Box 190 George Town, Grand Cayman (Ref: ZM/09254.001)

DIRECTIONS FOR ACKNOWLEDGMENT 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 495G, 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 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 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 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 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: of 2002

BETWEEN:

PERSONNEL 2000

Plaintiff

AND

CERENTIS BROADCASTING SYSTEMS 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 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 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

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in person]

Address for service

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.

Hunter & Hunter
P.O. Box 190
75 Fort Street
George Town
Grand Cayman

Indorsement 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 indorsement]