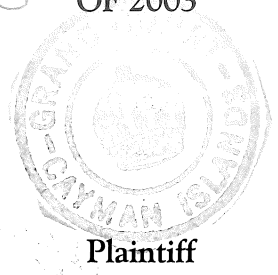




CAUSE NO: 50 OF 2003

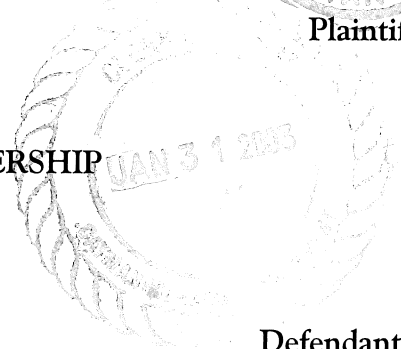
BETWEEN:

DOLPHIN INTERCONNECT SOLUTIONS INC.



AND

(1) PARAGON LIMITED PARTNERSHIP



(2) MARTIN S ALBERT

Defendants

WRIT OF SUMMONS

TO: Paragon Limited Partnership
C/o Maples and Calder
Ugland House, South Church Street
P.O. Box 309GT, Grand Cayman
Cayman Islands, B.W.I.

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, PO Box 495GT, 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 31st day of January, 2003.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a corporation organised and existing under the General Corporation Law of the State of Delaware the United States of America. Its registered office is at 1209 Orange Street, in the City of Wilmington, County of New Castle and its registered agent at that address is The Corporation Trust Company.
2. The First Defendant is an exempted limited partnership and is registered under the laws of the Cayman Islands. Its registered office is at Maples and Calder, Uglan House, South Church Street, Grand Cayman, Cayman Islands.
3. The Second Defendant is a Director of the Amerscan Capital Management LLC the General Partner of the First Defendant.
4. The Second Defendant was at all material times the Executive Chairman of the Board of Directors and an officer of the Plaintiff and in that capacity owed the Plaintiff a fiduciary duties of utmost good faith and due care and a duty to act in the best interests of the Plaintiff.
5. The First Defendant was at all material times a shareholder and a registered holder of 469.283 shares in the Plaintiff.
6. At a meeting of the Plaintiff's Board of Directors, chaired by the Second Defendant and held on 7 June, 2000, it was resolved that a cash dividend of US\$1.50 per share be paid on each of the issued and outstanding shares of common stock, payable on or after July 6, 2000 to the holders of record of such shares in the Plaintiff at the close of business on July 5, 2000.
7. It was further resolved that each of the officers of the company was authorised and directed to make payment of the cash dividend to take such other action and execute and deliver such documents as he or she deemed necessary or advisable to effect the purpose of the resolution and to make appropriate entries on the books of account of the Plaintiff to reflect the cash dividend.
8. Further, the authority to effect the payment of the cash dividend as aforesaid was limited to the extent that the officers, including the Second Defendant, were obliged to act consistently with their aforementioned fiduciary duties of the company, by ensuring that all payments were made net of fees, liabilities and taxes.
9. By a cheque dated 10th July 2000 the Plaintiff under the authority of the Second Defendant, issued a cheque drawn on its account at Bank One, payable to the First

Defendant in the sum of US\$703,924.50, gross, which is the equivalent of US\$1.50 per share of the 469.283 shares held by the First Defendant in the Plaintiff.

10. In effecting this payment and at the time of payment, the Plaintiff was obliged to have withheld 30% of the total sum paid in order to comply with its corporate accounting obligation and United States Federal Income Tax Rules.
11. The Plaintiff inadvertently and by common mistake did not withhold the tax as required by United States Federal Income Tax Rules. The amount of tax that should have been withheld is 30% of US\$703,924.50 being, US\$211,177.35.
12. By a letter dated 19th July 2002, the Plaintiff wrote to the First Defendant requesting the return of US\$211,177.35. The First Defendant failed to respond and in the premises by a letter dated 14th November 2002, the Plaintiff demanded full payment of the outstanding sums within 14 days.
13. By a letter dated 11th December 2002 from Paragon Capital Management LLC as general partner of the First Defendant, the First Defendant denied liability, although no grounds were given for such denial. As of the date of this writ, the First Defendant has failed to make any payment in satisfaction of the Plaintiff's claim.
14. Further or alternatively by reason of the payment as aforesaid the First Defendant has wrongfully retained the said sum of US\$211,173.35 and has failed to pay the same to the Plaintiff. By reason of the aforesaid, the Plaintiff claims the said sum of US\$211,177.35 as money received by the First Defendant for and to the use of the Plaintiff.
15. In the premises, by reason of its failure to repay to the Plaintiff the sum demanded, the First Defendant has thereby converted the same to its own use and wrongfully deprived the Plaintiff thereof by reason of which the Plaintiff has suffered loss and damage in the sum of US\$211,177.35.
16. Further or alternatively, the failure by the Plaintiff to withhold the sum claimed prior to paying the First Defendant was caused by the Second Defendant's breach of said fiduciary duties to the Plaintiff resulting in the loss of US\$211,177.35 to the Plaintiff and simultaneously ensuring that the First Defendant, the general partner of which he is the director, has benefited in the amount of US\$211,177.35.
17. The Plaintiff further claims to be entitled to interest pursuant to Section 34 of the Judicature Law on the sum of US\$211,177.35 from 11th December, 2002 at the rate of 4.25% amounting to US\$1229.45 as at 30th January, 2003 and continuing until the date of Judgment or sooner payment at the rate of US\$24.58 per day.

AND THE PLAINTIFF CLAIMS:

- a) US\$211,177.35 being principal and interest due to 31st January 2003.
- b) Costs.
- c) Such further and other relief as this Court may deem just.
- d) Interest pursuant to Section 34 of the Judicature Law.

If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$219,158.01 including all interest and costs, all further proceedings will be stayed. This money must be paid to the Plaintiff or its attorneys.

Dated this 31st day of January, 2003

Hunter & Hunter

Hunter & Hunter
Attorneys for the Plaintiff

To: The Clerk of the Court

And to: Paragon Limited Partnership
C/o Maples and Calder
Registered office of the Defendant

This Writ was issued by Hunter & Hunter, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 75 Fort Street, PO Box 190 George Town, Grand Cayman. (Ref: AA/09509.001)

INDORSEMENT

The principal amount claimed in respect of the debt is US\$211,177.35 as advanced and contractually due fees and costs of enforcement and US\$5,000.00 for a total amount of US\$216,177.35. The amount of the filing fees to commence the proceeding is US\$1,726.63 (CI\$1,415.83). 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, interest, contractual 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.

This Writ of Summons was issued by Hunter & Hunter, the attorneys-at-law for the Plaintiff, whose address for service is PO Box 190GT, George Town, Grand Cayman, Cayman Islands, British West Indies. (AA/09509.001)

Acknowledgment of service of writ of summons (O.12, r.3)

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 each Defendant or by each 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 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.

BETWEEN:

DOLPHIN INTERCONNECT SOLUTIONS INC.

Plaintiff

AND

PARAGON LIMITED PARTNERSHIP

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 is being acknowledged.
2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
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).

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for [Defendant in person]

Address for service:

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 communication 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 Attorneys-at-Law 75 Fort Street P.O. Box 190 George Town Grand Cayman Ref: AA/09509.001

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

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