

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *60925* OF 2008

B E T W E E N:

JACQUES SCOTT GROUP LIMITED

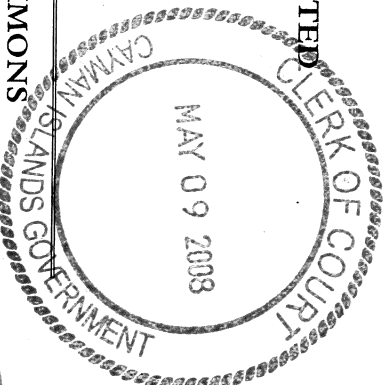
Plaintiff

AND

GCM ENTERTAINMENT LTD.

Defendant

WRIT OF SUMMONS



TO: **GCM Entertainment Ltd.**
PO Box 446
Grand Cayman KY1-1106
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 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, Grand Cayman, KY1-1106, 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 judgment may be entered against you forthwith without further notice.

Issued this 29th day of April 2008.

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 company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's registered office is PO Box 488, Grand Cayman, KY1-1106, Cayman Islands.
2. The Defendant is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Defendant's registered office is PO Box 446, Grand Cayman, KY1-1106, Cayman Islands.
3. The Defendant ordered goods from the Plaintiff with a value totalling CI\$42,786.39 between 27 February 2006 and 17 February 2007. The Plaintiff supplied the goods to the Defendant.
4. In addition, the Defendant wrote the following cheques drawn from an account maintained by the Defendant at Cayman National Bank Ltd. (the "Cheques"):

Payor	Date	Amount
Jacques Scott & Co. Ltd.	12 Jan 2008	\$1,087.65
Jacques Scott & Co. Ltd.	19 Jan 2008	\$3,243.31
Jacques Scott & Co. Ltd.	26 Jan 2008	\$2,960.12
Total:		\$7,291.08


5. The Plaintiff presented the Cheques for payment to Cayman National Bank Ltd. and they were dishonoured and returned.
6. The Plaintiff incurred CI\$36.00 in bank charges as the bank charges CI\$12.00 for each returned Cheque.
7. The total amount outstanding owed to the Plaintiff by the Defendant as of 29 April 2008 is the principal sum of CI\$50,077.47 plus bank charges of CI\$36.00 plus interest to 29

April 2008 of CI\$3,857.58 calculated in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules, exclusive of costs for a total of CI\$53,971.05.

8. Notwithstanding demands for payment, the Defendant has either failed or neglected to make payment to the Plaintiff.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$50,077.47 being the principal sum due;
- b) CI\$36.00 bank charges;
- c) CI\$3,857.58 interest calculated from 18 February 2007 to 29 April 2008 in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- d) Pre and post judgment interest calculated from 30 April 2008 in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- e) Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001; and
- f) Such further and other relief as this Court may deem just.


Appleby
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$50,077.47, plus bank charges of CI\$36.00, plus interest of CI\$3,857.58 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$200.00, plus ad valorem fees of CI\$400.77. 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, bank charges, interest 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.

INDORSEMENT REGARDING INTEREST

1. The term upon which interest is claimed is in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
2. The prescribed rate of interest at the relevant time in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules is 7¼% per annum;
3. The date from which interest is payable is 18 February 2007;
4. The total interest claimed as at 29 April 2008 is CI\$3,857.58; and
5. The amount of interest accruing due each day is CI\$9.95.

This WRIT OF SUMMONS was filed by Appleby, Attorneys for the Plaintiff, whose address for service is Clifton House, 75 Fort Street, PO Box 190, Grand Cayman, KY1-1104, Cayman Islands (ref: NB/00004.079)

Acknowledgment 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, PO Box 495 GT, 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.

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CAUSE NO: OF 2008

B E T W E E N:

JACQUES SCOTT GROUP LIMITED
AND
GCM ENTERTAINMENT LTD.
Plaintiff
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. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

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 no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for
[Defendant in person]

Address for service:

Please complete overleaf

