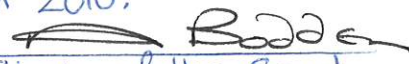


By Order of the Court dated 25th November 2009. This Amended Writ of Summons is extended until the 29th March 2010.

Clerk of the Court

Amended pursuant to GCR Order 20, Rule 1

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 310 OF 2009

BETWEEN:



CALEDONIAN TRUST (CAYMAN) LIMITED
(in its sole capacity as Trustee of the K1 Global Sub-trust,
a Sub-trust of the Panacea Trust)

Plaintiff

AND:



- (1) X1 FUND ALLOCATION GmbH
(a company incorporated under the laws of Germany)
- (2) HELMUT KIENER (an individual)



Defendants

AMENDED WRIT OF SUMMONS

- TO:
- (1) X1 Fund Allocation GmbH, of Roedingsmarkt 39, 20459 Hamburg, Germany
 - (2) Mr Helmut Kiener, Yorckstraße 32a, 63739 Aschaffenburg, Germany

THIS **AMENDED** 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 **28 42** days after the service of this **Amended** Writ on you, counting the day of service, you must either satisfy the claim or return it to the Court Office, PO Box 495, George Town, 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 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 29th day of June, 2009

NOTE – This **Amended** Writ may not be served later than 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.

GENERAL INDORSEMENT

The Plaintiff's claim against the First Defendant is for:

- 1 Damages ~~and/or equitable compensation~~ and/or an account of profits in respect of the First Defendant's breaches of contract ~~and/or breaches of its duties of due skill, care and diligence~~ and/or breaches of its fiduciary duties owed to the Plaintiff during the period in which it was engaged as investment manager to the K1 Global Sub-Trust pursuant to a written investment management agreement with the Plaintiff dated 24 February 2006, from time to time amended, and terminated on 26 February 2009;
- 2 Payment of all sums due on the taking of such account;
- 3 Interest on sums so awarded;
- 4 Such further or other relief as may be just;
- 5 Costs.

The Plaintiff's claim against the Second Defendant is for:

- 6 Damages and/or equitable compensation ~~and/or an account of profits~~ in respect of the Second Defendant's procurement of the First Defendant's breaches of contract ~~and/or breaches of his duties of due skill, care and diligence~~ and/or his dishonest assistance in the First Defendant's breaches of its fiduciary duties owed to the Plaintiff ~~and/or knowing receipt of trust property~~, during the period when he acted as de facto controller of and/or agent for the First Defendant in furtherance of its duties as investment manager of the K1 Global Sub-Trust;
- 7 Payment of all sums due on the taking of such account;
- 8 Interest on sums so awarded;
- 9 Such further or other relief as may be just;
- 10 Costs.

DATED this 29th day of June 2009

~~DATED this 4th day of August 2009~~

MAPLES AND CALDER

Maples and Calder

THIS **AMENDED** WRIT was issued by Maples and Calder, attorneys for the Plaintiff, whose address for service is PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. (Ref: CDM/MCK/649501.03/17826436)