

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 368 OF 1995

BETWEEN:

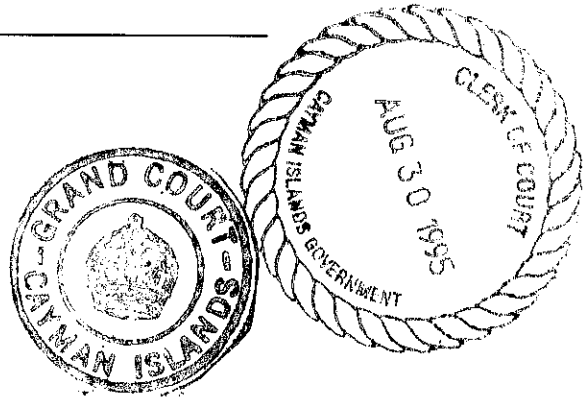
WOODBIDGE INSURANCE COMPANY LTD Plaintiff

AND:

JULIO RAUL SAN MARTIN Defendant

WRIT OF SUMMONS

TO: JULIO RAUL SAN MARTIN
1002 NORMA AVENUE
HAINES CITY
FLORIDA 33844-5316
USA



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 28 days after the service of this Writ on you, excluding the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, 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 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 at George Town this 30th day of August 1995.

NOTE - This Writ may not be served later than 6 calendar 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.

INDORSEMENT

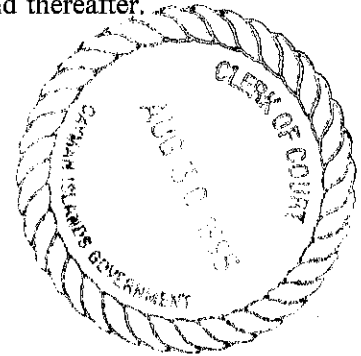
The Plaintiff claim against the Defendant is for:

1. A declaration that a certain Medical Malpractice Liability Insurance Policy no. MPL70539 dated the 1st day of January 1994 issued by the Plaintiff to the Defendant is cancelled and/or rescinded as from midnight 31st December 1994 and the Plaintiff is entitled to avoid the said Policy and any claims arising as from midnight 31st December 1994 and thereafter, upon the grounds that the Defendant has failed to pay the consideration due from him to the Plaintiff in the form of premium on or before the due date, and/or upon his failure to otherwise renew and continue the said policy.

FURTHER or alternatively:

2. A declaration that the Plaintiff is not liable to defend and/or indemnify the Defendant and/or is otherwise discharged from its duties and obligations under the said policy for any claims made by anyone against the Defendant as from 12:01am 1st January 1995 and thereafter.
3. Such further and or other relief as this Honourable Court deems just.
4. Costs.

DATED at George Town this 30th day of August 1995.



Bruce Campbell & Co
BRUCE CAMPBELL & CO.
Attorneys-at-Law for the Plaintiff



THIS WRIT was issued by Bruce Campbell & Co., Attorneys-at-Law for the Plaintiffs herein, whose address for service is Fourth Floor, Bank of Nova Scotia Building, P.O. Box 884, George Town, Grand Cayman. Telephone: 949 2648 Facsimile: 949 8613