

IN THE GRAND COURT OF THE CAYMAN ISLANDS

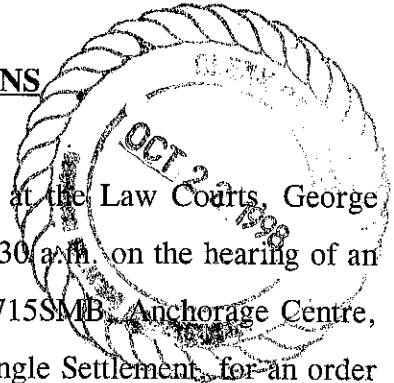
CAUSE NO. <sup>655</sup> OF 1998



IN THE MATTER OF THE TRUSTS OF A DEED OF SETTLEMENT  
MADE ON 12<sup>TH</sup> APRIL, 1969 BETWEEN THE LATE RALPH LEVY AS SETTLOR  
AND ROYAL BANK TRUST COMPANY (CAYMAN) LIMITED (KNOWN AS  
THE DINGLE SETTLEMENT)

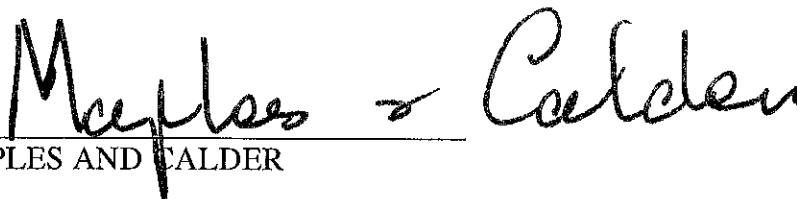
AND IN THE MATTER OF SECTION 68 OF THE TRUSTS LAW (1996 REVISION)

EX-PARTE ORIGINATING SUMMONS



LET all parties concerned attend before the Judge in Chambers at the Law Courts, George Town, Grand Cayman, on the 18 day of November, 1998 at 9:30 a.m. on the hearing of an application by Rothschild Trust (Cayman) Limited, P.O. Box 30715 SMB, Anchorage Centre, George Town, Grand Cayman, in its capacity as trustee of the Dingle Settlement, for an order approving on behalf of unborn members of the class of beneficiaries an arrangement intended to be made between the Applicant and the beneficiaries of the Dingle Settlement, the terms of which are contained in the Schedule hereto.

DATED this \_\_\_ day of October, 1998.

  
MAPLES AND CALDER

TIME ESTIMATE : The estimated length of the hearing of this Summons is one hour.

This Summons is issued by Maples and Calder, Attorneys for the Applicant, whose address for service is Ugland House, P.O. Box 309GT, George Town, Grand Cayman.

## THE SCHEDULE

The Settlement shall henceforth be read and construed in all respect as if:-

1. the definition of The Protector on page 1 of the Settlement deed had been deleted and the following words had been inserted in its place:-

“The Protector: The Protector for the time being of this Settlement under Clause 41 hereof”

2. subclauses (1) and (2) of Clause 41 thereof had been deleted and the following words had been inserted in their place and as if subclauses (3) and (4) thereof had been renumbered as subclauses (5) and (6) respectively:-

“41.(1) If a Protector for the time being dies or being a corporation is dissolved or is unable or unwilling to act or wishes to retire or is removed:-

(a) the Settlor’s widow or

(b) if she is not able or willing to act the Protector for the time being or

(c) if there is no Protector able and willing to act the Trustees for the time being

may by instrument in writing or will or codicil appoint any person or persons to act as the Protector for the purposes of this Settlement

(2) Any Protector who is engaged in any profession or business may charge and be paid all professional and other proper charges for work done services rendered advice given or time spent by him or his firm in connection with this Settlement whether or not within the scope of his profession or business and though not of a nature requiring the employment of a professional or business person

(3) A corporation neither resident nor incorporated within the United Kingdom may be appointed as Protector (despite the earlier provision of this deed) on such terms as to remuneration and otherwise as the person or persons making the appointment may approve or prescribe

(4) It is hereby declared that there may be more than one Protector and so long as there shall be more than one Protector the Protectors shall act jointly and references herein to the Protector shall (where the context so admits) be references to the Protectors”

3. the words “Subject only to subclause 41.(3) above” had been inserted at the beginning of Clause 42 thereof.