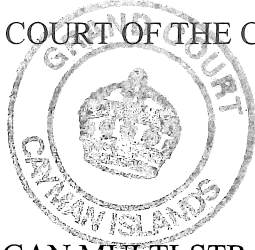


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 425 OF 2002



**BETWEEN:**

- (1) J. P. MORGAN MULTI-STRATEGY FUND, L.P.
- (2) J. P. MORGAN MULTI-STRATEGY FUND II, L.P.
- (3) J. P. MORGAN MULTI-STRATEGY FUND, LTD.
- (4) J. P. MORGAN MULTI-STRATEGY FUND II, LTD.
- (5) J.P. MORGAN MULTI-MANAGER STRATEGIES FUND

Plaintiffs

**AND**

- (1) THE MACRO FUND LIMITED
- (2) THE MACRO FUND (U.S.) LIMITED
- (3) IIU CAPITAL LIMITED

Defendants

**WRIT OF SUMMONS**

TO: The Macro Fund Limited of PO Box 309, George Town, Grand Cayman, Cayman Islands;

The Macro Fund (U.S.) Limited of PO Box 309, George Town, Grand Cayman, Cayman Islands; and

IIU Capital Limited of 54 Jermyn Street, London, SW1Y 6LX, England.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 14 days after the serve of this Writ on you, counting 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 Acknowledgement 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      day of              2002

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 Acknowledgment of Service are given with the accompanying form.

#### **THE PLAINTIFFS' CLAIM IS FOR:**

1. Repayment of the sums set out below, being monies due to the respective Plaintiffs pursuant to an agreement made in or about September 2001:
  - a) US\$214,093.15 to the First Plaintiff;
  - b) US\$130,846.81 to the Second Plaintiff;
  - c) US\$2,514,818.86 to the Third Plaintiff;
  - d) US\$720,280.14 to the Fourth Plaintiff;
  - e) US\$310,059.60 to the Fifth Plaintiff;

together with interest thereon pursuant to section 34 of the Judicature Law (1995 Revision) at the rate of 6 ¼ % from the date of redemption of the Plaintiffs' respective interests in the First and Second Defendants to the date hereof.
2. Damages for breach of the terms of the Agreement.
3. Further or alternatively, rescission of the Plaintiffs' respective subscription agreements for misrepresentation.
4. Damages for misrepresentation and/or damages in lieu of rescission.
5. Damages for negligent misstatement.

6. Repayment of the entirety of the sums originally invested in The Macro Funds by the Plaintiffs by reason of frustration, less the amounts paid to the Plaintiffs upon redemption.
7. Interest on any sum awarded to the Plaintiffs at such rate and for such period as the Court shall think fit.
8. Costs.

Walkers

**Walkers**  
**Attorneys-At-Law for the Plaintiffs**

THIS WRIT was issued by Walkers, Attorneys-At-Law for the Plaintiffs herein, whose address for service is that of their said Attorneys-At-Law, Walker House, P.O. Box 265, George Town, Grand Cayman, Cayman Islands.