

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁴⁹⁴ OF 2002

BETWEEN:

DEUTSCHE BANK AG LONDON

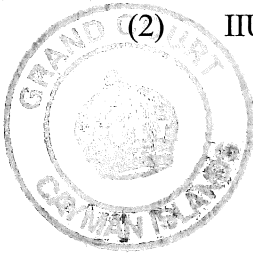
Plaintiff

AND

(1) THE MACRO FUND LIMITED

(2) IIU CAPITAL LIMITED

Defendants



WRIT OF SUMMONS

TO: The Macro Fund Limited of PO Box 309, George Town, Grand Cayman, 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 subsequent pages.

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 ^{4th} day of ^{July} 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 PLAINTIFF'S CLAIM IS FOR:

1. As against the First Defendant:
 - (1) Repayment to the Plaintiff of the sum of US\$798,407.39 together with interest thereon pursuant to section 34 of the Judicature Law (1995 Revision) at the rate of 6 $\frac{1}{4}$ % from the date of redemption to the date hereof amounting to \$9,706.41 and increasing at the rate of \$136.71 per day.
 - (2) Further or alternatively damages for breach of the terms of the Letter Agreement.
 - (3) Further or alternatively rescission of the Plaintiff's subscription agreement for misrepresentation.
 - (4) Damages for misrepresentation and/or damages in lieu of rescission
 - (5) Interest on any sum awarded to the Plaintiff at such rate and for such period as the Court shall think fit.
 - (6) Costs.
2. As against the Second Defendant:

- (1) Damages for negligent misstatement.
- (2) Interest on any sum awarded to the Plaintiff at such rate and for such period as the Court shall think fit.
- (3) Costs

DATED this 4th day of July 2002

Walkers

WALKERS

FILED by WALKERS, PO Box 265, Walker House, George Town, Grand Cayman, Attorneys-at-Law for the Plaintiff whose address for service is that of its said Attorneys-at-Law.