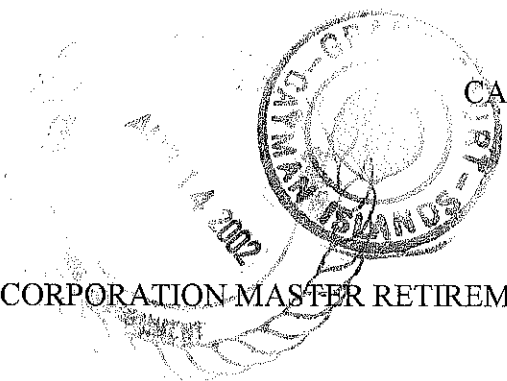


IN THE GRAND COURT OF THE CAYMAN ISLANDS



**BETWEEN:**

CAUSE NO. *616* OF 2002



LOCKHEED MARTIN CORPORATION MASTER RETIREMENT TRUST

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; 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 Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service 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 16<sup>th</sup> day of August 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. Repayment of the sum of US\$354,847.73, being monies due to the Plaintiff pursuant to an agreement made in or about September 2001, 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 Plaintiff's interest in the First Defendant to the date hereof.
2. Damages for breach of the terms of the 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. Damages for negligent misstatement.
6. Repayment of the entirety of the sums originally invested in the First Defendant by the Plaintiff by reason of frustration, less the amounts paid to the Plaintiff upon redemption.
7. Interest on any sum awarded to the Plaintiff at such rate and for such period as the Court shall think fit.

8. Costs.

Walkers

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

THIS WRIT was issued by Walkers, Attorneys-At-Law for the Plaintiff 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.