

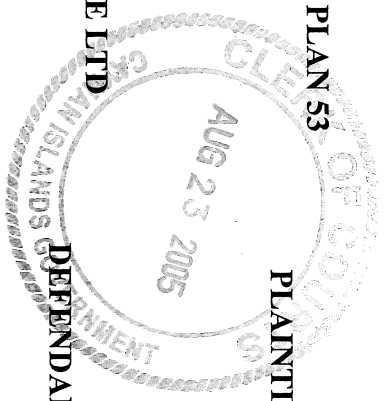


CAUSE NO. ³⁷³ OF 2005

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IN THE GRAND COURT OF THE CAYMAN ISLANDS
IN THE MATTER SECTION 11 OF THE ARBITRATION LAW (1999 REVISION)
BETWEEN:

PROPRIETORS OF STRATA PLAN 53 PLAINTIFF
AND
ROYAL STAR INSURANCE LTD DEFENDANT



ORIGINATING SUMMONS

TO: RoyalStar Assurance Ltd care of their Agents Fidelity Insurance
 (Cayman) Limited of P.O. Box 2174GT, Grand Cayman, Cayman
 Islands

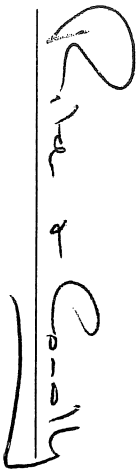
LET THE DEFENDANT, RoyalStar Insurance, within 14 days after service of this
Summons, counting the day of service, return the accompanying acknowledgement of
service to the Court office, P. O. Box 495 GT, George Town, Grand Cayman.

BY THIS SUMMONS which is issued on application of the Plaintiff, the Proprietors of
Strata 53, the Plaintiff claims against the Defendant relief pursuant to the Section 11 of the
Arbitration Law (1999 Revision) as follows:-

1. That the Plaintiff's appointment of an Arbitrator under the contract of insurance be
allowed.
2. That the costs of this application be paid by the Defendant.
3. Any further relief this Honourable Court may deem appropriate.

The grounds upon which the Plaintiff seeks the relief as set out above are contained in the Affidavit of Alex Horsbrugh-Porter.

Dated the day of August 2005.

A handwritten signature in cursive script, appearing to read "Ritch & Conolly", written over a horizontal line.

RITCH & CONOLLY
Attorneys for the Plaintiff

If the Defendant does not acknowledge service, judgement may be given, or made against, or in relation to him, as the Court may think just and expedient.

NOTE: This Summons may not be served later than 4 calendar months (*or if leave is required to effect Notice out of the jurisdiction, 6 months*) beginning with the above date, unless renewed by Order of the Court.

IMPORTANT: Directions for acknowledgement of service are given in the accompanying forms.