

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 27 OF 2006

BETWEEN:

SEGOES SERVICES, LTD.

PLAINTIFF



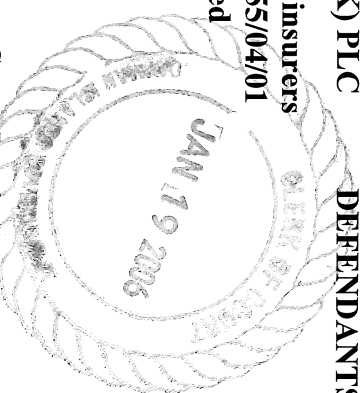
AND

GREAT LAKES REINSURANCE (UK) PLC

DEFENDANTS

on its own behalf and on behalf of other insurers
subscribing to Policy Number PR/107155/04/01
issued by Ins-sure Services Limited

WRIT OF SUMMONS



TO: **GREAT LAKES REINSURANCE (UK) PLC** of 1 Minster Court, London EC3R 7YH,
United Kingdom

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 [] 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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment 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 19th day of January 2006.

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.

General Endorsement

1. The Plaintiff is a company incorporated on 2 August 1993 under the laws of the Cayman Islands which carried on securities brokerage and investment business on behalf of customers. The Grand Court of the Cayman Islands appointed Messrs Kenneth Krys and Christopher Stride Joint Provisional Liquidators of the Plaintiff on 29 April 2005 and Joint Official Liquidators of the Plaintiff on 20 May 2005.
2. The Plaintiff was insured pursuant to Policy Number PR/107155/04/01 issued by Ins-sure Services Limited on behalf of insurers named therein with effect from 1 February 2004 to 31 January 2005 inclusive (“the Policy”) in respect of losses and liabilities caused by or during the Plaintiff’s trade as a securities brokerage and investment business as more particularly specified in the terms and conditions thereof.
3. The Defendant is a company incorporated in the United Kingdom, registered company number 02189462, with registered office at 1 Minster Court, London EC3R 7YH, United Kingdom, which carries on insurance business through MunichRe General Services Limited and which insured the Plaintiff under the Policy as to 50% of liabilities arising thereunder.
4. The Defendant is hereby sued on its own behalf under the Policy and pursuant to GCR O.15 r.12 as representative of the other subscribing insurers to the Policy, namely:
 - a. As to 25% of liabilities arising thereunder, Wuerttembergische Versicherung A.G. of Gutenbergstrasse 30, 70176 Stuttgart, Federal Republic of Germany;
 - b. As to 15%, Syndicate 386 of Lloyd’s of London for the 2003 year of account; and
 - c. As to 10%, Syndicate 1221 of Lloyd’s of London for the 2003 year of account.
5. The Defendant and the insurers it represents as set out in paragraph 4 hereof are hereinafter described as “Insurers”.
6. Pursuant to the Policy Insurers agreed to indemnify the Plaintiff under Parts I and II against losses incurred by amongst other things incomplete transactions; dishonest and fraudulent acts committed by an employee and/or director; and/or official investigation costs to an aggregate limit of US\$1million.
7. Pursuant to the Policy Insurers agreed to indemnify the Plaintiff under Part III against liability to third parties to an aggregate limit of US\$1million.

contract failed to indemnify the Plaintiff against the losses giving rise to those claims, relying on a purported avoidance of the Policy for non-disclosure of certain material facts.

10. The Plaintiff claims from Insurers herein:
- a. A declaration that Insurers are liable to the Plaintiff under the Policy;
 - b. The sum of US\$1million pursuant to Parts I and/or II of the Policy;
 - c. The sum of US\$1million pursuant to Part III of the Policy;
 - d. Further and/or alternatively, damages; and
 - e. Interest pursuant to section 34 of the Judicature Law (2002 Revision).

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$2,000,000.00 plus interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.

Campbells

CAMPBELLS

Attorneys for the Plaintiff

Acknowledgement of service of writ of summons (0.12, r.3)

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Campbells
Attorneys-at-Law
Fourth Floor,
Scotia Centre,
P.O. Box 884,
George Town,
GRAND CAYMAN
Ref: AJW/JL/sm/12321

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.