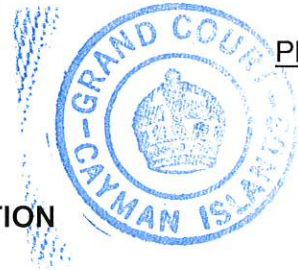


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 231 OF 2010

BETWEEN:

- (1) TEMPO GROUP LIMITED
- (2) CHEN CHING CHIH
- (3) MAXIMA RESOURCES CORPORATION



Plaintiffs

AND

- (1) FORTUNA DEVELOPMENT CORORATION
- (2) NEW FRONTIER DEVELOPMENT CORPORATION
- (3) WYNNER GROUP LIMITED
- (4) BATES GROUP LIMITED
- (5) STEVEN WORD DRISCOLL
- (6) LII SAN-RONG

Defendants

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WRIT OF SUMMONS

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- TO:
- (1) Fortuna Development Corporation of Offshore Incorporations (Cayman), PO Box 2804, Scotia Centre, 4th Floor, George Town, Grand Cayman, Cayman Islands;
  - (2) New Frontier Development Corporation of Nerine Chambers, Quastisky Building, Road Town, Tortola, British Virgin Islands;
  - (3) Wynner Group Limited of Craigmuir Chambers, Road Town, Tortola, British Virgin Islands;
  - (4) Bates Group Limited of Craigmuir Chambers, Road Town, Tortola, British Virgin Islands
  - (5) Steven Word Driscoll of 2705, 91st Place NE, Clyde Hill, Washington, U.S.A.; and
  - (6) Lii San-Rong c/o Fortuna Development Corporation of Offshore Incorporations (Cayman), PO Box 2804, Scotia Centre, 4th Floor, George Town, Grand Cayman, Cayman Islands.

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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands, 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 21st day of June 2010

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.

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### GENERAL ENDORSEMENT

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#### The Plaintiffs claim against the Defendants as follows:

- (1) A declaration that the purported Extraordinary General Meeting (“**EGM**”) of the First Defendant (“the **Company**”) held in Beijing on 22 June 2004 was invalid such that the ordinary resolutions purportedly carried at the EGM (“the **Ordinary Resolutions**”) and the Special Resolutions purportedly carried at the EGM (“the **Special Resolutions**”) and each of them were not properly carried and/or were void and/or invalid and/or of no effect, on the grounds that the lawful representative of the Third Plaintiff, Mr Philip Niu, was wrongfully excluded from the EGM and the Third Defendant by its then representative, Mr Ferdinand Tsien, wrongfully but invalidly purported to exercise the voting rights of the Third Plaintiff in favour of the Special Resolutions and the Ordinary Resolutions;
- (2) A further declaration that the Third Defendant and Mr Ferdinand Tsien had no valid authority or proxy from the Third Plaintiff to exercise the voting rights of the Third Plaintiff at the EGM, and that Mr Philip Niu, being the lawful representative of the Third Plaintiff, was wrongfully excluded from the EGM.
- (3) Further or alternatively, a declaration that the Special Resolutions and each of them were not properly carried and/or were void and/or invalid and/or of no effect on the grounds that; (a) each of the Special Resolutions did not attain the requisite two-thirds majority of votes and/or were otherwise contrary to the constitutional provisions of the Company; and/or (b) each of

the Special Resolutions were not bona fide and/or in the best interests of the Company and/or were oppressive of a minority of the shareholders of the Company;

- (4) An injunction preventing the Defendants or any of them from acting in accordance with the Ordinary and/or Special Resolutions, and/or otherwise than in accordance with the constitution of the Company in its form immediately prior to the EGM;
- (5) An order setting aside the Ordinary and Special Resolutions; alternatively, an order setting aside the Special Resolutions;
- (6) Costs; and
- (7) Further or other relief.

**AND the First and Second Plaintiffs further claim against the Defendants as follows:**

- (1) A declaration that the calling and purported convening of the EGM and/or purported passing of the Special Resolutions and/or Ordinary Resolutions constituted a breach or breaches of an express and/or implied agreement between the First and/or Second Plaintiffs and the Second Defendant and the Third Defendant, to the effect that the First Plaintiff (through the Second Plaintiff or another representative) should be entitled to participate in the management of the Company and have representation equal to that of the Second Defendant and of the Third Defendant on its board of directors;
- (2) An injunction preventing the Defendants or any of them from acting in accordance with the Ordinary and/or Special Resolutions and/or otherwise than in accordance with the constitution of the Company in its form immediately prior to the EGM;
- (3) An order (whether by specific performance or otherwise) requiring the Company to reinstate to its board of directors the Second Plaintiff and/or such other representatives of the First Plaintiff (and as nominated by the First Plaintiff) so as to give it representation equal to that of the Second Defendant and of the Third Defendant, in accordance with the said agreement;
- (4) An injunction preventing the Defendants or any of them from acting in accordance with the Ordinary and/or Special Resolutions and/or otherwise than in accordance with the constitution of the Company in its form immediately prior to the EGM;

- (5) Further or alternatively, an injunction preventing the Defendants or any of them from removing from its board of directors the Second Plaintiff and/or such other of the First Plaintiff's representatives as give the First Plaintiff representation equal to that of the Second Defendant and of the Third Defendant, and/or otherwise acting in breach of the said agreement;
- (6) An order setting aside the Ordinary and Special Resolutions;
- (7) Damages for breach of contract, together with interest thereon, to be assessed;
- (8) Costs; and
- (9) Further or other relief.

DATED this 21st day of June 2010

*Maples and Calder*

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**Maples and Calder**

THIS WRIT was issued by Maples and Calder, attorneys for the Plaintiffs, whose address for service is PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. (Ref: MWI/JJG/606266/19094141)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2010

BETWEEN:

- (1) TEMPO GROUP LIMITED
- (2) CHEN CHEN CHIH
- (3) MAXIMA RESOURCES

Plaintiffs

AND

- (1) FORTUNA DEVELOPMENT CORPORATION
- (2) ALNEW FRONTIER DEVELOPMENT CORPORATION
- (3) WYNNER GROUP LIMITED
- (4) BATES GROUP LIMITED
- (5) STEVEN WORD DRISCOLL
- (6) LII SAN-RONG

Defendants

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**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

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If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ of Summons is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes  no

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiffs (*tick box*)

yes  no

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## **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, PO Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a Defence on the Attorney for the Plaintiffs (or on the Plaintiffs 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 Plaintiffs 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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 28 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.