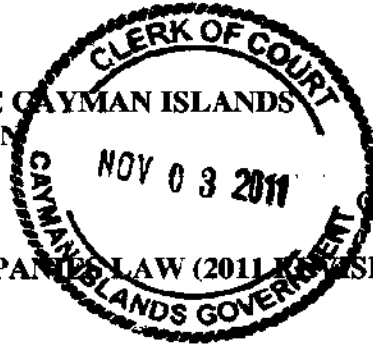


IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION



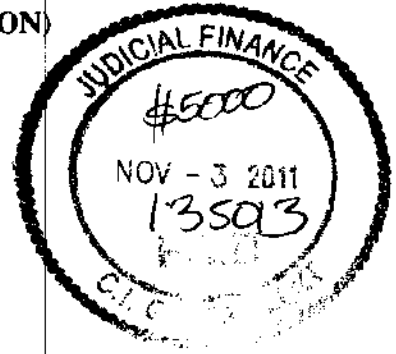
0178

CAUSE NO. FSD OF 2011

IN THE MATTER OF THE COMPANIES LAW (2011 REVISION)

AND

IN THE MATTER OF LIFESTYLES VENTURES CAYMAN



WINDING UP PETITION

TO THE GRAND COURT

The humble petition of Lifestyles Ventures Cayman (the "Company") shows that:-

1. The Company seeks that it be wound up pursuant to s. 92(d) of the Companies Law (2011 Revision) (the "Companies Law") on the grounds that it is unable to pay its debts.
2. The Company was incorporated as an exempt company under the laws of the Cayman Islands on 27 March 2007 under Registration No. 184560.
3. The registered office of the Company is c/o Genesis Trust & Corporate Services Ltd., P.O. Box 448, Grand Cayman, KY1-1106, Cayman Islands.
4. The current directors of the Company are Andrew Kay, Brian De Diego, and Paul Locatelli.
5. The Company was incorporated primarily for the purposes of funding Santosha Holdings Ltd. and Santosha Development Group S.A. (together the "Developers") to acquire, develop, sell, and thereafter manage up to 369 hectares (approximately 911 acres) of real estate in the Republic of Costa Rica (the "Property"). The Property is situated on the southwest coast of Costa Rica on the western edge of Golfito Bay and is divided into eight parcels upon which it is planned to build up to 150 villas (the "Project"). The Project is intended to be a "build-own-operate" development meaning that although the

Developers will sell individual villas, it will continue to provide services to property owners which will include, *inter alia*, managing rental of and maintenance for the individual properties and common areas.

6. In order to capitalise the Project the Company made loans to the Developers pursuant to a loan and security agreement dated 20 April 2007 (the "Loan Agreement"). As a result of difficulties by the Company in complying with its funding obligations under the Loan Agreement, the terms of the Loan Agreement were amended on 7 September 2007, 16 November 2007, 12 May 2008, and again on 11 July 2008.
7. The Loan Agreement (as amended) provides for loans totaling US\$12,600,000.00 to be advanced in tranches by the Company to the Developers (together the "Development Loans"). The Development Loans were to be repaid to the Company as follows:
 - 7.1. Loans totaling US\$7,600,000 to be repaid together with interest at the rate of 21% on 30 September 2014.
 - 7.2. Loans totaling US\$5,000,000 to be repaid two years from the date upon which each individual advance was made to the Developers pursuant to the Loan Agreement.
8. Repayment of the Development Loans by the Developers was secured against the Property excluding one parcel of approximately 216 acres (the "Secured Property") pursuant to the terms of a guarantee trust agreement dated 20 April 2007 (the "Trust Agreement").
9. In order to fund the Development Loans by the Company to the Developers, the Company sought investment from, and issued promissory notes to, third party investors (the "Promissory Notes"). The Promissory Notes constitute unsecured loans by third party investors to the Company. The Promissory Notes were issued primarily to investors in the United States, however, there is one investor in the British Virgin Islands.
10. Between 4 November 2007 and 20 August 2008 the Company issued Promissory Notes to third parties which total US\$12,605,250.00 in principal and which carry maturity dates

of between 2 and 8 years. Interest accrues on the Promissory Notes at a rate of either 20% or 21%, such interest being repayable by the Company, along with the principal, upon the maturity date.

Default by Developers

11. On or about 28 May 2010, a tranche of US\$100,000 of the Development Loans fell due for repayment by the Developers to the Company pursuant to the terms of the Loan Agreement, however, the Developers failed to make repayment of this tranche of the Development Loans to the Company.
12. By letter dated 3 June 2010 the Company issued a notice of default in accordance with the terms of the Loan Agreement requiring the Developers to repay the outstanding amount within 45 days. The Developers failed to remedy the default within the required timeframe causing an Event of Default (as that term is defined by the Loan Agreement), whereupon all obligations of the Developers became immediately due and payable, including immediate repayment of the Development Loans of US\$12,600,000 together with all interest and legal expenses.
13. The Developers have failed to repay to the Company any of the Development Loans and the Company has been unable to fully realise its interest in the Property as the Developers have issued arbitration proceedings against the Company and have placed an annotation on the titles of the Property which prevents clear title to the Property being obtained by the Company.

The Company's Assets

14. As at 27 October 2011 the assets of the Company comprise:
 - 14.1. a deposit held by CTCA Escrow Ltd of US\$2,906.13;
 - 14.2. a loan receivable of US\$12,600,000.00 due from the Developers for the Development Loans, upon which interest of US\$7,620,433.66 had accrued and crystallized as at 12 August 2010;

- 14.3. start-up costs (less accumulated amortisation) of US\$83,629.30; and
 - 14.4. a loan receivable of US\$7,171.19 due from Generacion Incierta SA.
15. The Company has also purchased the Secured Property from the trustee appointed under the terms of the Trust Agreement at an auction held in accordance within the terms of the Trust Agreement. However, as a result of the annotations placed on the Property by the Developers, the Company has not yet taken steps to have title to the Secured Property transferred into its name.

The Company's Liabilities

16. As at 27 October 2011 Promissory Notes with a principal value of US\$5,191,000 had matured and were due for repayment by the Company (the "Outstanding Promissory Notes") together with accrued interest of US\$3,898,418.16.
17. In addition to the Outstanding Promissory Notes the Company also has the following current liabilities:
- 17.1. a loan payable to Lifestyles Real Estate LLC of US\$25,017.64;
 - 17.2. loans payable to Ford Holdings Ltd. of US\$50,000.00 (on which interest is accruing at the nominal rate of .26% per annum); and
 - 17.3. various other current liabilities of US\$168,919.11 for professional fees as well as transfer and property taxes.
18. As a result of the default by the Developers on their obligations under the Loan Agreement and as a result of the Developers placing an annotation on the Property, the Company has no available cash or assets from which to satisfy the Outstanding Promissory Notes or the other current liabilities of the Company. As such the Company is unable to pay its debts and is insolvent.

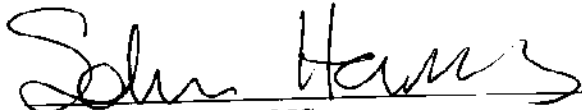
THE COMPANY THEREFORE HUMBLY PRAYS that:-

1. The Company be wound up in accordance with the Companies Law (2011 Revision) (the "Companies Law").
2. Richard Fogerty and Eleanor Fisher of Zolfo Cooper. 4th Floor, Building 3, Cayman Financial Centre, Grand Cayman, Cayman Islands be appointed joint official liquidators ("JOLs") of the Company.
3. The JOLs not be required to give security for their appointment.
4. The JOLs be authorised to do any act or thing considered by them to be necessary or desirable in connection with the liquidation of the Company and the winding up of its affairs.
5. The JOLs be authorised to exercise such of the powers listed in Part One of the Third Schedule to the Companies Law as the Court considers appropriate.
6. The JOLs and their staff be remunerated out of the assets of the Company in accordance with the Companies Law and the Insolvency Practitioners' Regulations.
7. The JOLs be at liberty to appoint such counsel, attorneys, professional advisors, whether in the Cayman Islands or elsewhere, as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they may think fit and to remunerate them out of the assets of the Company.
8. The JOLs be at liberty to apply generally.
9. The costs of this petition be paid out of the assets of the Company.

10. Such further or other relief as the Court deems appropriate.

AND your Petitioner will ever pray etc.

DATED the 1st day of November 2011



SOLOMON HARRIS
ATTORNEYS-AT-LAW FOR THE PETITIONER

THIS PETITION was presented by **SOLOMON HARRIS** of 3rd Floor, FirstCaribbean House, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Company whose address for service is that of their said Attorneys.

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this petition will take place at the Law Courts, George
Town, Grand Cayman, on _____ at
10.00am. Any correspondence or communication with the Court relating to the hearing of this
petition should be addressed to the Registrar of the Financial Services Division of the Grand
Court at PO Box 495, Grand Cayman, KY1-1106, telephone 345 949 4296.