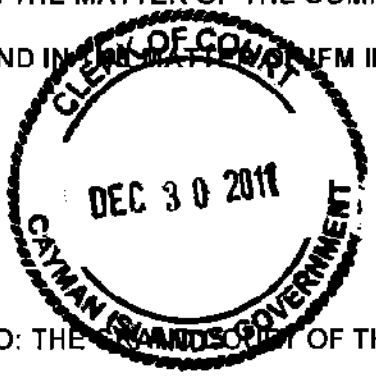
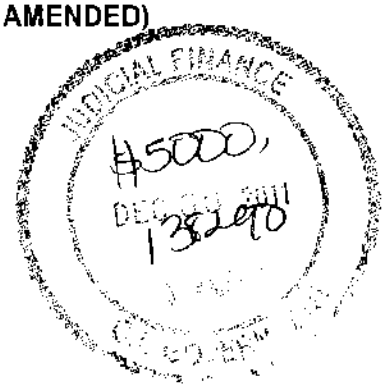
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: D206 OF 2011

IN THE MATTER OF THE COMPANIES LAW (2011 REVISION) (AS AMENDED)

AND IN THE MATTER OF IFM INVESTMENTS LIMITED





WINDING UP PETITION

TO: THE GRAND COURT OF THE CAYMAN ISLANDS

The humble petition of GL Asia Mauritius II Cayman Ltd ("**Petitioner**"), an exempted limited company with its registered office at Admiral Administration, Ltd. (Cayman Islands), PO Box 32021 SM, Anchorage Centre, 2nd Floor, Grand Cayman, Cayman Islands, shows that:

The Company

1. IFM Investments Limited (the "**Company**") is a real estate service provider with a network of real estate sales offices, in the Peoples Republic of China, where it is the exclusive franchisor of the CENTURY 21(R) brand. The Company was incorporated on 30 November 2005 as an exempted limited company under the laws of the Cayman Islands.

2. The registered office of the Company is situated at Trident Trust Company (Cayman) Limited, Fourth Floor, One Capital Place, Shedden Road, PO Box 847, George Town, Grand Cayman, Cayman Islands.

3. The authorised share capital of the Company is US$3,333,000 divided into 3 133,000,000 Class A ordinary shares with a nominal value of US$0.001 each, 100,000,000 Class B ordinary shares with a nominal value of US$0.001 each, and 100,000,000 preferred shares with a nominal value of 0.001 each.

4. The issued share capital of the Company is US$671,925.93, divided into 671,925,927 Class A ordinary shares with a nominal value of US$0.001 each.

5. The principal objects for which the Company was established are unrestricted.

Management of the Company

6. The founders of the Company are Donald Zhang ("**Mr Zhang**") and Harry Lu ("**Mr Lu**").

7. The current board of directors of the Company (the "**Board**") consists of Mr Zhang (Chairman and Chief Executive Officer), Mr. Lu (Vice Chairman and President), Mr Kevin Cheng Wei (Chief Financial Officer), Weiping Zhang (Vice President), Qiang Chai, Liang Pei, and Conor Chiahung Yang (each an independent non-executive director), and Jennifer Tang, who is the nominee director of GL Asia Mauritius II Cayman Limited, the Petitioner.

8. The Company's articles of association (the "**Articles**") vest the authority to manage the Company's business in the Board, in so far as such powers are not required to be exercised by the Company in a general meeting. The Board is intended to operate as a collective body, and unless specifically authorised to do so by the Board, a director may not act unilaterally on the Company's behalf.

9. The Articles provide that a director may only be removed by an ordinary resolution of shareholders which must be passed at an extraordinary general meeting or an annual general meeting of the Company. The Articles do not permit the shareholders to requisition a general meeting of the Company, and instead provide for such power to be vested in the Board.

Company Structure

10. IFM Overseas Partners LP ("**IFMLP**"), acting by its general partner IFM Overseas Limited ("**IFMOL**"), is currently the largest legal shareholder in the Company, with approximately 38.69% of the issued share capital.

11. Mr Zhang and Mr Lu (the "**Founders**") own and control 100% of IFMLP. Mr Zhang is the sole director, and 100% shareholder (via an intermediate holding company), of IFMOL. Mr Zhang also (indirectly) holds 80% of the limited partnership interest in IFMLP via intermediate holding companies of which he is the sole director. Mr Lu directly holds the remaining 20% limited partnership interest in IFMLP.

The Petitioner

12. The Petitioner entered into a Securities Purchase Agreement with (inter alia) the Company, IFMLP, IFMOL, Mr Zhang and Mr Lu, on 11 September 2007, pursuant to which the Petitioner invested:

    a. US$39,649,155 in the Company by way of share capital; and

    b. US$12,000,000 in an exchangeable note issued by IFMLP on 19 October 2007 (as amended and restated on 27 January 2010) (the "**Exchangeable Note**"), pursuant to the terms of a Note Purchase Agreement dated 11 September 2007.

13. The purpose of the Petitioner's investment was ultimately to assist the Founders and the Company meet their respective financial commitments and working capital requirements in anticipation of the Company listing on a major stock exchange in the future. Accordingly, and in consideration for its investment, the Petitioner received:

    a. 10,525,360 Series B Preferred shares in the Company;

    b. the unconditional right, under the terms of the Exchangeable Note, to redeem its interests therein by requiring IFMLP (acting by IFMOL) to transfer to the Petitioner such number of ordinary shares in the Company (the "**Exchange Shares**") as are calculated in accordance with the exchange mechanism set out in the terms of the Exchangeable Note (the "**Exchange Right**"), and the corresponding right to be treated as the legal shareholder of such Exchange Shares; and

c. security ("**Share Security**") for the performance of IFMLP's obligations under the Exchangeable Note in the form of an equitable share mortgage ("**Share Mortgage**") (as amended by a Deed of Reaffirmation and Consent dated 3 February 2010) over a proportion of the ordinary shares ("**Secured Shares**") in the Company held by IFMLP.

14. In accordance with the terms of the Exchangeable Note, the Petitioner served an Exchange Notice on IFMLP and IFMOL on 5 October 2011, pursuant to which it exercised its Exchange Rights and required IFMLP (acting by IFMOL) to transfer 441,816,158 ordinary shares in the Company to the Petitioner on 13 October 2011. IFMLP failed to meet this request.

15. On 14 October 2011, the Petitioner served notices on IFMLP and IFMOL stating that the terms of the Exchangeable Note and the Share Mortgage had been breached, and made demand for the Exchange Shares (which included the Secured Shares) to be transferred to the Petitioner's name immediately. In a separate letter dated 14 October 2011, the Company was given notice of (inter alia) the issuance of the Exchange Notice.

16. As justification for the failure to transfer the Exchange Shares, IFMLP's legal counsel (Kobre & Kim LLP) asserted in its letter dated 11 November 2011 that the manner in which the Petitioner had calculated the number of Exchange Shares due was defective, albeit they failed to substantiate this assertion or provide any alternative basis for such calculation.

17. In a letter dated 17 November 2011, the Petitioner responded to IFMLP stating that calculation of the Exchange Share entitlement was in strict adherence to the method of calculation set out in the Exchangeable Note, and reiterated that IFMLP remained in breach of its legal obligations to deliver the Exchange Shares. IFMLP remains in default of its obligations to deliver the Exchange Shares, for which no further explanation or excuse has been proffered.

18. As at the date hereof, the Petitioner is:

a. the legal holder of 3 Class A ordinary shares in the Company held in the Company's name;

b. the beneficial holder of 6,126,234 American Depository Shares ("**ADSs**") issued by JPMorgan Chase Bank N.A., representing 91,893,510 Class A ordinary shares in the Company;

c. the beneficial owner of 260,000,000 Class A ordinary shares in the Company currently held by IFMLP (acting by IFMOL) pursuant to the terms of the Exchangeable Note and the Exchange Notice served on 5 October 2011; and

d. contractually entitled to require IFMLP to deliver a further 181,816,158 Class A ordinary shares in the Company, again pursuant to the terms of the Exchangeable Note and the Exchange Notice served on 5 October 2011.

Oppression and Unfairly Prejudicial Conduct

19. The Petitioner has standing to become majority shareholder of the Company, pending legal perfection of its contractual rights.

20. Certain members of the board of directors of the Company (the "**Board**") including, in particular, the Founders (together the "**Management**") are intent on obstructing the legitimate enforcement of these rights.

21. Since the Company listed on the New York Stock Exchange ("**NYSE**") in January 2010, the Management has engaged in a consistent pattern of conduct, including mis-use of their powers of management of the Company's affairs and mis-use of the Company's assets, designed to frustrate the Petitioner's legitimate right to acquire a majority stake in the Company's shares and to participate fully, via its nominee director Ms Jennifer Tang ("**Ms Tang**") in the management of the Company, and to entrench their own position of control within the Company. Such conduct has been, and continues to be, oppressive

and unfairly prejudicial to the legitimate rights and interests of the Petitioner as a member of the Company.

22. The Management's conduct has involved:

    a. causing the Company to engage in transactions ("**Questionable Transactions**") with no real benefit to the Company, and no legitimate purpose other than to entrench the position of control exercised by the Management, and to exclude the Petitioner from exercising its legitimate right to acquire control of the Company;

    b. causing the Company to propose a transaction ("**Equity Financing Proposal**") without proper regard to the interests of the Company as a whole, and which is designed to and/or will unfairly dilute the Petitioner's existing shareholding in the Company and prevent the exercise by the Petitioner of its right to acquire control of the Company; and

    c. failing to observe basic corporate governance standards, and failing to afford the Petitioner's nominee director, Ms Tang, or her alternate Mr Chih Wang ("**Mr Wang**"), proper opportunity to participate in the affairs of the Company ("**Corporate Governance Failure and Nominee Director Oppression**").

23. The legitimate concerns that the Petitioner and Ms Tang have as to the manner in which the Company has been operated by the Founders and the Management have been raised verbally on an ongoing basis since the Company's IPO, but have largely been dismissed and/or ignored to date.

24. The lack of response from the Founders and/or Management, and the continuation and escalation of their oppressive and prejudicial behaviour towards the Petitioner and the Company's shareholders as a whole has led both the Petitioner and Ms Tang to formally set out their concerns in letters sent to the Company, and to each board member, on 3 December 2011.

A. <u>Questionable Transactions</u>

25. Management's desire to maximise the control and interest of the Founders in the Company to the detriment of the Petitioner, other shareholders, and the Company itself, and the oppressive and prejudicial manner in which it has sought to disregard the Petitioners legitimate interests in the Company, are all evident from a number of different transactions that the Management has caused the Company to enter into since its IPO in January 2010.

26. Management's disregard for acting in the Company's best interest is particularly evident given that these Transactions were entered into in the past 24 months, during which time the Company has been operating at an increasing loss on a quarter-on-quarter basis. In this time it has significantly underperformed its peers and its ADS price has fallen from US$7.00 per ADS at the time of its IPO, to US$0.31 per ADS as at 29 December 2011.

27. Whilst the Company has sufficient cash reserves to ensure its survival in the short to medium term, for the reasons identified below, the conduct of the Management has left the Petitioner with no faith whatsoever in the Management's honesty or integrity, or its willingness or ability to manage the business in an effective manner and preserve the value of the Company's assets for the benefit of the general body of creditors and a legitimate concern that shareholder rights will continue to be violated if the situation is not quickly addressed.

Shareholder Rights Agreement

28. Following the expiration of the post-IPO "lock up" period in July 2010, the Petitioner made a request for its shares in the Company to be registered with the U.S. Securities and Exchange Commission (the "**SEC**") in order to enable them to be sold in the open market.

29. Under the terms of the Registration Rights Agreement entered into between the Company and the Petitioner on 30 December 2009, the Company is required to use its best efforts to cause registration to take effect within 60 days of a request being made which. In the circumstances, this would have required the Company to use its best efforts to complete this process by the end of October 2010 at the latest. However, the

registration process for the Petitioner's shares was subject to significant delay with the registration of the Petitioner's shares only completing in December 2010.

30. In the intervening period, the Board convened a meeting on 17 November 2010 (the "**November Board Meeting**"), having only circulated the supporting Board papers and agenda for the meeting on the evening of 15 November 2010, in order to discuss and approve a shareholder rights plan (the "**Poison Pill Agreement**").

31. The effect of the proposed Poison Pill Agreement was essentially to deter a strategic investor from acquiring a meaningful stake in the Company without the agreement of the Board. In the context of the poor performance of the Company, the Poison Pill Agreement was not in the interests of shareholders as a whole, who may have welcomed a legitimate strategic investor willing to acquire a significant number of shares of the Company.

32. Despite the objection of Ms Tang's alternate, Mr Wang, the Poison Pill Agreement was approved by the Board at the November Board Meeting. It is clear, particularly given the absence of any commercial benefit for the Company, that the Poison Pill Agreement was implemented in order to protect and entrench the position of the current majority shareholders of the Company as well as the position of the Management who, in the face of the declining share price of the Company, would have been aware that there were investors who would be interested in acquiring a stake in the Company, and thereby scrutinising their position and conduct.

ADS Repurchase Programme

33. The Company completed the initial public offering ("**IPO**") of its 12,487,500 ADSs, priced at US$7.00 per ADS, on 28 January 2010, raising a gross amount of approximately US$87 million.

34. Pursuant to the Company's offering prospectus dated 27 January 2010, the Company stated (albeit leaving itself with broad discretion on the actual use of the funds) that it intended to use approximately US$60 million of the IPO proceeds to finance the

development of Company owned brokerage services in new cities via selected strategic acquisitions, and in existing cities by opening additional sales offices. A further US$10 million of the IPO proceeds was intended to be used to upgrade the Company's information and operations services, and the balance was to be used to fund general corporate purposes and working capital needs of the Company.

35. On 2 August 2010, a meeting of the Board was convened for 11 August 2010. Ms Tang was informed that she would not be permitted to attend the meeting due to the fact that she had refused to sign the Directors Agreement previously provided to her. Upon requesting information on the issues that were to be addressed at the meeting, Ms Tang was informed that the purpose of the meeting "was to update Q2 financials and other non-public issues for board discussion".

36. Notwithstanding this, the Board in fact proceeded to use the meeting to consider and approve the repurchase of up to US$20 million of the Company's issued and outstanding ADSs ("**Share Repurchase Scheme**"), authorising the management to effect such repurchases from time to time in the management's discretion.

37. According to publications made on the Company website, the Company embarked upon the ADS repurchase programme between November 2010 and June 2011, whereupon it spent an estimated aggregate amount of US$10.6 million repurchasing 1,498,590 ADSs in the open market. According to the Form 20-F filed by the Company with the SEC and the Company's published First Quarter 2011 and Second Quarter 2011 Unaudited Financial Results, the Company repurchased 965,114 ADS in 2010 for US$4,063,000. In the quarter ending 31 March 2011, 499,064 ADS were repurchased by the Company, with the volume weighted average trading price during that time period being US$4.40 per ADS, and in the quarter ending 30 June 2011, 34,412 ADS were repurchased by the Company, with the volume weighted average trading price during that time period being US$ 2.87 per ADS. These repurchases represent a significant premium paid by the Company when compared with the market price during the period subsequent to the repurchase activities, or the present price.

38. Furthermore, these repurchases were made under the Share Repurchase Scheme at a time when there was prevailing concern over the actions that the PRC government would take, or had already taken, to tighten the PRC real estate market. It was contrary to the interests of the Company and its shareholders to use Company funds to repurchase the Company's shares rather than conserve that cash and be better prepared for a widely expected market downturn.

39. In light of the history of conduct of the Management towards the Petitioner, it is also relevant to note that under the terms of the Exchangeable Note, the number of ordinary shares of the Company IFMLP is obliged to deliver to the Petitioner on the exercise of the Exchange Right is based on the trading price of the shares. The lower the price, the more ordinary shares IFMLP is obligated to transfer to the Petitioner. It was clearly not in the interests of the Founders for the ADSs to trade at low prices whilst the Petitioner had the right to exchange the Exchangeable Note.

Ancillary Transactions

40. In addition to the transactions referred to above, it is also evident that the Management has been responsible for causing the Company to take certain actions without full disclosure of the same to the Board. As at the date of this Petition, questions remain over the nature and terms of these actions, and whether they were indeed effected for the benefit of the Company.

41. This includes a transaction entered into by the Company in March 2011, and referred to by the Company in its 20-F filing dated 24 May 2011 and the Company's Q2 earnings release, whereby the Company purchased 55% of the shares in an entity known as SG International Investments Limited (Beijing Shanggu) ("**SGI**") for a total consideration of approximately RMB95 million (equivalent to approximately USD15 million), of which RMB25 million (equivalent to approximately USD3.95 million) has already been paid as initial consideration.

42. Notwithstanding the substantial consideration being paid under the terms of this transaction, no board meeting was held to seek the approval of, or inform the Board that

it was being proposed, what terms the transaction was being entered into on, what the associated merits or risks of the transaction were, or on any of SGI's financial information, including what its assets, liabilities or actual or prospective revenues were. The Management's flagrant disregard for the need to seek and obtain Board approval for transactions which it is causing the Company to enter into is of serious concern to the Petitioner. This is particularly so in relation to the SGI transaction, where the Petitioner's own initial enquiries raise many questions regarding whether the consideration paid and payable by the Company for SGI is somewhat in excess of what might be expected, based on conventional valuation principles.

B *Equity Financing Proposal*

43. On 26 November 2011, the Management convened a board meeting at short notice for the following day (Sunday, 27 November 2011). Shortly before receiving the email from the Company Secretary convening the meeting, the Company Secretary had called Ms Tang to advise her of the notice being sent. During such call Ms Tang requested information on the purpose of the meeting. The Company secretary refused to provide Ms Tang with any such information, telling her instead that she would be provided with an agenda in due course. The agenda, and a term sheet setting out the terms of an equity financing proposal was eventually provided to Ms Tang at 1.05pm on 27 November 2011, less than an hour before the meeting was due to commence.

44. The Management's plan to raise equity financing for the Company was first raised at the Board meeting of 17 November 2011. At this Board meeting, Management was authorised to explore the various financing options available to the Company and report back at the next Board meeting to enable the Board to make an informed decision as to what approach was in the best interests of the Company. At the meeting, Ms Tang also asked Management to provide certain documents, such as a budget, business plan and cash flow analysis for the next 12 to 24 months at the next Board meeting to enable the Board to assess whether there was a need for any financing, and, if so, to be able to determine which was the best option.

45. At the Board meeting held on 27 November 2011, the Board was presented with the Equity Financing Proposal ("**EFP**") involving E-House (China) Holdings Limited ("**E-House**"), one of the company's key competitors, and asked to summarily approve the same. No analysis was provided on why the Company is unable to sustain itself with its existing US$47 million cash reserves, or on what alternative financing options are available. Management also failed to deliver any form of budget, business plan, cash flow analysis, cost cutting plan or any of the other documents previously requested. In addition, there was no analysis of whether the Company could reduce its negative cash flow so as to avoid the need for unattractively priced financing, and no details were provided of other financial sources or other potential investors that had been approached by the Management.

46. The terms of the EFP significantly benefit the Founders, and are materially detrimental to the interests of the Petitioner and to each of the other existing shareholders. The Founders' proposal to purchase the shares at a time when they are trading at a historical low, is a crude attempt by them to achieve personal gain from the Company's current trading position. The absence of proper notice, lack of detail provided, obvious prejudice to the rights of all shareholders save for the Founders, and the decision to structure the EFP in the manner proposed, reflect a deliberate and calculated attempt by the Founders to improperly avoid satisfying their obligations to the Petitioner, and to instead diminish the Petitioner's legal and beneficial rights and interests in the Company.

47. The EFP is contrary to the best interests of the Company:

    a. As matters currently stand, there is no commercial justification for the Company entering into the EFP in the manner or form proposed. The Company has a cash balance of US$47 million, and has no immediate need to raise capital on the proposed terms. The implementation of the EFP is not being driven by Management looking to safeguard the Company's best interests;

b. Management hastily presented the EFP (with a planned closing date of 28 December 2011) to the Board before conducting a thorough analysis of the operations of the Company, devising methods to improve the performance of the Company or conserve the existing capital of the Company. Management has also failed to give sufficient consideration to other strategies to raise working capital which are not discriminatory to the rights of the existing shareholders of the Company, and in so doing have again breached their fiduciary duties to the Company. Having considered it in the Company's best interests to spend in excess of six months and US$10 million of Company funds to purchase the Company's own ADSs for a price range between US$2.87 and US$4.43 per ADS, it is inconceivable that the same Management can, just seven months later, be acting in a bona fide manner and in the best interests of the Company in summarily approving an equity financing plan that issues new shares at a price equivalent to US$0.40 per ADS; and

c. The EFP will require the Company to disclose confidential information to E-House as part of its acquisition due diligence process and on an ongoing basis given it anticipates that E-House will appoint a director to the Board, yet there is no reciprocal benefit for the Company. The plan to allow E-House to appoint a director to the Board is detrimental to the Company's interest to have to consult and involve E-House, a competitor, in the Board's future decision making.

48. The EFP is clearly in the best interests of the Founders:

a. According to the Company's announcement of 28 November 2011, the EFP will allow the Founders' to acquire an additional 20.5% equity interest in the Company on a fully diluted basis;

b. Under the existing structure the Founders' shares in the Company are held by IFMLP, acting by IFMOL, and clearly fall within the reach of the Petitioner's Exchange Rights. By contrast, the EFP provides that the Founders' new shares

in the Company will be held by a separate special purpose vehicle jointly owned by the Founders, a move clearly designed to distance such new interests from the Petitioner's Exchange Rights; and

c. The funding for the Founders' share purchase will be provided by E-House, who is also being given the opportunity to buy a significant proportion of shares in the Company. As such the Founders' share will increase for no capital outlay on their part.

49 The EFP materially prejudices the Petitioner, and the other shareholders of the Company:

a. The Petitioner's ability to exchange its interests in the Exchangeable Note for shares in the Company was a fundamental condition of the Petitioner agreeing to invest US$52 million pursuant to the Securities Purchase Agreement in September 2007. By implementing the EFP, the Management are intentionally diluting the Petitioner's majority interest in the Company down to a relatively small minority interest, and are deliberately nullifying the impact of the Exchange Rights and Share Security granted to the Petitioner upon its investment; and

b. The EFP proposes that new shares in the Company will be issued to the Founders and E-House at a value equivalent to US$0.40 per ADS. No justification has been provided to the Board as to how this price has been determined, but it clearly represents a significant discount to that paid by the existing shareholders, who include shareholders who invested in the Company at the time of its listing at US$7.00 per ADS. The Company is currently trading at a deep discount, which the Founders are clearly looking to take advantage of. Independent market analysis provided during August 2011 sets the Company's 12-18 month target price at $4.00 per ADS. Although the price and terms of the EFP may be subject to change based on an independent financial advisor's recommendation as required by the Board at the Board meeting on 27 November

2011, the criteria for the selection of such independent financial advisor has not been defined, and there is no evidence that the financial consultant would be selected impartially and/or act independently for the best interest of the Company or existing shareholders as a whole.

C. *Corporate Governance Failure & Nominee Director Oppression*

50. Ms Tang's ability to make informed decisions as a director of the Company, to understand the Company's financial position, to be involved in critical decisions relating to the Company's conduct, and to discharge her own fiduciary duties to the Company, have been severely and intentionally restricted by an oppressive Management policy designed to exclude her from the Company's affairs. Management's misconduct in this regard has included:

    a. the continual exclusion of Ms Tang from meetings of the Board since it listed on the NYSE in January 2010 until October 2010, with the justification provided being her refusal to sign a "Directors Agreement". The decision to require directors to execute the Directors Agreement had not previously been considered or approved by the Board or the Company's shareholders, and is not a requirement of the Company's Articles or the NYSE listing rules. Instead, the requirement was unilaterally imposed on the members of the Board by the Founders without due consultation. The provisions of the Directors Agreement restrict a director sharing information in relation to the Company with any third party, and clearly (and intentionally) conflict with the manner in which Ms Tang, as a nominee director, would be expected to liaise with the Petitioner. The imposition of this requirement was abnormal and unnecessary, and specifically prejudiced the interests of Ms Tang as the only nominee director on the Board, and therefore the interests of the Petitioner. It also deprived the Company and its shareholders of the full and proper function of the Board;

    b. the deliberate exclusion of Ms Tang from participating in a written board resolution, which (pursuant to the Articles) required unanimity in order to be validly passed;

c. persistent failure to provide Ms Tang with due notice of the convening of meetings of the Board, and to provide information on the issues to be considered at such meetings, including fundamental business issues such as the implementation of a shareholder rights arrangement, the use of IPO proceeds to effect the US$20 million ADS repurchase programme, the establishment of fund management companies to manage RMB and USD funds with investments from the Company amounting to RMB6.5 million and US$10 million respectively, and the implementation of the US$25million equity financing proposal;

d. persistent failure to provide Ms Tang, or her alternate, Mr Wang, with proper and thorough information about the operation, management and financial condition of the Company, despite repeated requests for the same; and

e. persistent failure to make and keep accurate minutes of board meetings, and to provide Ms Tang with timely updates on decisions that have been taken and resolutions passed by the Board in her forced absence.

51. The effective, and entirely improper, exclusion of Ms Tang from the proceedings of the Board on baseless grounds in turn has the effect of nullifying the benefit of the Petitioner having a nominee director on the Board. The exclusion of Ms Tang is a transparent attempt to subrogate the Petitioner's (and indeed the Company's) interests to those of the Founders.

Lack of Alternative Exit

52. Whilst the Company's ADSs are publicly traded, there is no viable exit available to the Petitioner by seeking to sell its existing ADSs on the NYSE due primarily to the extremely low trading volume in the Company's ADSs.

53. The trading record during the 30 trading days ending 30 November 2011 indicates that an average of 58,856.5 ADS have been traded each day, with a volume weighted average price of US$0.5886 per ADS. At this rate, the shares owned by the Petitioner (including the ADS currently owned and the Exchange Shares of up to 260,000,000

ordinary shares) may take nearly 400 days to sell through the public market. Furthermore, such an exit by the Petitioner through the thinly traded public market would most likely have a major impact on the market and further depress the share price and potential buyer interest.

54. Furthermore, an exit by the Petitioner of its existing position would not prevent or deal with the potential prejudice it will suffer at the hands of the Founder in respect of the remaining Company securities that it has an interest in.

55. For the reasons detailed in this Petition:

    a. the Founders and the Management have acted, and continue to act, in a manner which is oppressive and unfairly prejudicial towards the Petitioner, and have breached their fiduciary duties as directors of the Company;

    b. the Petitioner justifiably lacks confidence in the conduct of the Founders and the Management, and of their ability to manage of the Company's affairs in the best interests of the shareholders; and

    c. it would be unjust and inequitable to require the Petitioner to continue as a member of the Company.

56. In light of the foregoing it is just and equitable that the Company be wound up.

YOUR PETITIONER THEREFORE HUMBLY PRAYS that:

1. The Company be wound up in accordance with the Companies Law (2011 Revision).

2. John Howard Batchelor and Roderick John Sutton, both of FTI Consulting (Hong Kong) Limited, Level 22, The Center, 99 Queen's Road Central, Central, Hong Kong, and G. James Cleaver of Zolfo Cooper of P.O. Box 1102 GT, 4th floor, Building 3, Cayman Financial Centre, Grand Cayman, Cayman Islands, be appointed as the Joint Official Liquidators of the Company.

3. Further / alternative orders be made under section 95(3) of the Companies Law (2011 Revision), as follows:

   a. An order requiring the Company to refrain from taking any further step to complete the Equity Financing Proposal, or any other step (including for the avoidance of doubt the issue of any further shares in the Company) which would have the direct or indirect effect of diluting the Petitioner's shareholding in the Company;

   b. An order requiring the Company to register the Petitioner as the holder of the 260,000,000 shares currently registered in the name of IFMLP;

   c. An order, following the registration of the Petitioner as holder of the 260,000 shares currently registered in the name of IFMLP, requiring the Company to call a general meeting of the shareholders of the Company to pass such resolutions as the shareholders or any of them might propose;

   d. Such further or other relief uncer section 95(3) of the Companies Law (2011 Revision) as the Court deems fit, which may include:

      i. an order regulating the conduct of the Company's affairs in the future;

      ii. an order requiring the Company to refrain from doing or continuing an act complained of by the Petitioner, or to do an act which the Petitioner claims it has omitted to do;

      iii. an order authorising civil proceedings to be brought in the name and on behalf of the Company by the Petitioner on such terms as the Court may direct; and/or

      iv. an order providing for the purchase of the shares of the Petitioner by other members or by the Company itself and, in the case of a purchase by the Company itself, a reduction of the Company's capital accordingly.

4. Such other orders be made or directions as the Court thinks fit.

5. The costs of and incidental to this Petition be paid forthwith out of the assets of the Company

AND your Petitioner will ever pray etc.

DATED this 30th day of December 2011

FILED this 30th day of December 2011

WALKERS
Attorneys at Law for the Petitioners

NOTE: This petition is intended to be served on the Company at its registered office.

This petition was presented by Walkers whose address for service is Walker House, 87 Mary Street, George Town, Grand Cayman, Cayman Islands, Attorneys at Law for the Petitioners.

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.