

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO: 0097 OF 2012

BETWEEN:

- (1) PRATT LIMITED
- (2) COMMON WELL MANAGEMENT, INC.
- (3) MARATHON REAL ESTATE OPPORTUNITY FUND, LLC
- (4) MARATHON MASTER FUND LTD.
- (5) MARATHON SPECIAL OPPORTUNITY MASTER FUND LTD.
- (6) MRE ROPPOGI GK II, INC.
- (7) MARATHON ASSET MANAGEMENT, L.P.

PLAINTIFFS

- (1) CJC INVESTMENTS, INC.
- (2) CENTRAL TOKYO PROPERTIES, INC.
- (3) LEHMAN BROTHERS REAL ESTATE JAPAN LIMITED
- (4) ALVAREZ & MARSAL ASIA LIMITED

DEFENDANTS

WRIT OF SUMMONS

TO: CJC Investments, Inc.
c/o Ogier Fiduciary Services (Cayman) Limited
89 Nexus Way
Camana Bay
Grand Cayman
Cayman Islands KY1-9007

Central Tokyo Properties, Inc.
c/o Walkers SPV Limited
Walker House
87 Mary Street
George Town
Grand Cayman
Cayman Islands KY1-9001

Lehman Brothers Real Estate Japan Limited
c/o Ogier Fiduciary Services (Cayman) Limited
89 Nexus Way
Camana Bay
Grand Cayman
Cayman Islands KY1-9007



Alvarez & Marsal Asia Limited
Rm 1101-3
11/F, Mass Mutual Tower
38 Gloucester Road
Wanchai, Hong Kong

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs of the following addresses in respect of the claim set out on the next page.

Pratt Limited
c/o Ogier Fiduciary Services (Cayman) Limited
89 Nexus Way
Camana Bay
Grand Cayman
Cayman Islands KY1-9007

Common Well Management, Inc.
c/o Intertrust Trustees (Cayman) Limited
PO Box 1034
Harbour Place
103 South Church Street
Grand Cayman
Cayman Islands KY1-1102

Marathon Real Estate Opportunity Fund, LLC
1209 Orange Street
Wilmington
Delaware 19809
United States of America

Marathon Master Fund Ltd.
c/o Citco Fund Services (Cayman Islands) Limited
PO Box 31106
89 Nexus Way
Camana Bay
Grand Cayman
Cayman Islands KY1-1025

Marathon Special Opportunity Master Fund Ltd.
c/o Citco Fund Services (Cayman Islands) Limited
PO Box 31106
89 Nexus Way
Camana Bay
Grand Cayman
Cayman Islands KY1-1025

MRE Roppongi GK II, Inc.
Shiroyama Trust Tower
3-1, Toranomom 4-chome
Minato-ku, Tokyo
Japan

Marathon Asset Management, L.P.
One Bryant Park
38th Floor
New York, NY 10036
United States of America

Within 28 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 495 GT, 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 22nd day of June, 2012

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 INDORSEMENT

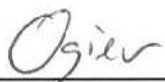
The Plaintiffs' claims against the Defendants arise from the Plaintiffs' purchase of what was purported to be a controlling interest in and/or the outright ownership of two contiguous parcels of land located in the Roppongi district of Tokyo, Japan (the "Properties") from the First to Third Defendants pursuant to a Share Purchase Agreement dated 27 July 2006, a Cooperation Agreement dated 27 July 2006, a Guarantee dated 27 July 2006, a Closing Agreement dated 9 May 2011, an Escrow Agreement dated 9 May 2011, and an Agreement of Purchase and Sale dated 9 May 2011 (the "Agreements").

The nature of the claims is that the First to Third Defendants and, following the bankruptcy of Lehman Brothers in 2008, the Fourth Defendant maintained and concealed secret relationships and agreements with dangerous anti-social individuals and associations in Japan who were associated with the Properties during the time when they were owned or controlled by one or more of the First to Third Defendants. Notwithstanding these secret relationships and undisclosed agreements, the Defendants purported to sell ownership and/or control of the Properties when in fact Defendants never actually had any control over the Properties as a result of these relationships and agreements. Consequently, the Plaintiffs have been unable to develop, sell or gain access to the Properties.

The Plaintiffs claim against the Defendants:-

- (1) damages, including exemplary damages, for deceit and/or negligent misrepresentation;
- (2) damages for breach of condition and/or warranty in the Agreements;
- (3) rescission of the said Agreements;
- (4) compensation in equity for breach of fiduciary duty to one or more of the Plaintiffs;
- (5) all necessary and consequential accounts, directions and inquiries;
- (6) interest on all sums found due to the Plaintiffs
- (7) costs

If, within the time limited for acknowledging service, the Defendants pay the sum of US \$200 million to the Plaintiffs, further proceedings will be stayed.



OGIER
Attorneys for the Plaintiffs

This Writ was issued by Ogier, Attorneys at Law for the Plaintiffs, whose address for service is:
89 Nexus Way, Camana Bay, Grand Cayman KY1-9007, CAYMAN ISLANDS (Ref: 424186.00001/RdLAWR.J)

**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 495GT, 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 28 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 28 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.

See over for notes for guidance.

Please complete overleaf.

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 of 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 his 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.

BETWEEN:

- (1) PRATT LIMITED
- (2) COMMON WELL MANAGEMENT, INC.
- (3) MARATHON REAL ESTATE OPPORTUNITY FUND, LLC
- (4) MARATHON MASTER FUND LTD.
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PLAINTIFFS

AND:

- (1) CJC INVESTMENTS, INC.
- (2) CENTRAL TOKYO PROPERTIES, INC.
- (3) LEHMAN BROTHERS REAL ESTATE JAPAN LIMITED
- (4) ALVAREZ & MARSAL ASIA LIMITED

DEFENDANTS

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

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.

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

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

yes

no

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 Plaintiff (*tick box*).

yes

Service of the Writ of Summons is acknowledged accordingly.

Attorney for the Defendant
Address for service:

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 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.

OGIER
Attorneys-at-Law
89 Nexus Way
Camana Bay
Grand Cayman KY1-9007
Cayman Islands
(Ref: 424186.00001/RdL/WRJ)

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