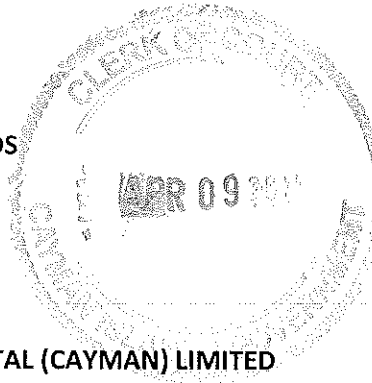


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION



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CAUSE NO: OF 2014

BETWEEN

AND:

TO:

Rassmal Investments LLC,
209, Fatima Saif Al Marri Building
Al-Murar, P.O. Box 185437,
Deira, Dubai,
United Arab Emirates

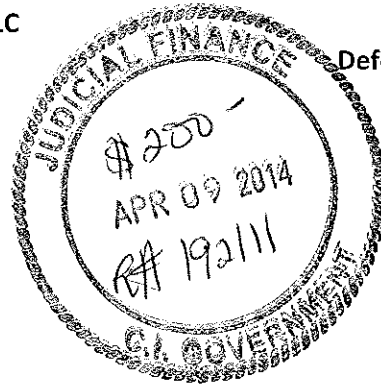
AMIRI CAPITAL (CAYMAN) LIMITED

Plaintiff

RASSMAL INVESTMENTS LLC

Defendant

WRIT OF SUMMONS



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 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 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 9th day of April 2014.

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.

STATEMENT OF CLAIM

1. The Plaintiff ("Amiri") is a company incorporated in the Cayman Islands carrying on the business of investment adviser.
2. The Defendant ("Rassmal") is a company incorporated in Dubai, the United Arab Emirates, carrying on business as an investor of funds.
3. In early 2012 Rassmal asked Amiri to help it formulate an entry strategy into the London residential development market, including investigating specific residential development opportunities.
4. Amiri showed Rassmal several opportunities which they evaluated together, including in October 2012 a proposed development of a group of properties known as Park Crescent West, London W1 ("Park Crescent West").
5. During late 2012 and the first three months 2013, Amiri conducted due diligence and analysis of the opportunity, including preparing a financial model of the proposed development, put together a team capable of delivering the development, and implemented a communication strategy intended to persuade the owners of Park Crescent West to accept an offer for the properties on behalf of a Jersey SPV to be jointly owned by Rassmal and Amiri.
6. In March 2013, the offer put forward by Amiri on its own behalf and on behalf of Rassmal to purchase Park Crescent West for a consideration of £105 million was accepted. Heads of agreement were signed on 13 March 2013.
7. By an agreement in writing contained in two letters dated 26 April 2013 from Rassmal to Amiri ("the Agreement"), Amiri agreed to transfer to Rassmal its share of the Jersey SPV on whose behalf the offer had been made in exchange for a fixed fee arrangement. Amiri was appointed to provide general investment advice in connection with the purchase of Park Crescent West in consideration for a fee of £1.75 million. The fee was expressed to be payable in the event that a transaction was concluded through PCW Limited ("PCW"), a special purpose vehicle of which Rassmal was a shareholder, or any entity directly or indirectly controlled by PCW. The first instalment of 50% of the fee (i.e. £875,000) was expressed to be payable within five business days of the day of completion if earlier than 1 October 2013 and the second instalments six months after the date of the first payment.
8. Thereafter Amiri continued to work on the model, appointed and managed professionals who undertook due diligence, negotiated the contracts, arranged financing, and helped progress the planning work required for the development.
9. Completion of the sale of Park Crescent West to PCW took place on 20 September 2013.

10. In the premises, pursuant to the Agreement £875,000 became due and payable by Rassmal to Amiri by 27 September 2013.
11. By 28 October 2013 Rassmal had paid a total of £350,000 but, in breach of the Agreement, Rassmal failed and refused to pay to Amiri the balance of £525,000 owed in respect of the first instalment which sum remains due and owing to Amiri.
12. Further, the second instalment of £875,000 became due and payable on 27 March 2014. Rassmal failed and refused to pay to the second instalment or any part thereof which sum remains due and owing to Amiri.
13. The total due and owing by Rassmal to Amiri is accordingly £1,400,000.
14. Further Amiri claims statutory interest pursuant to section 34 of the Judicature Law and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

STATEMENT REGARDING INTEREST

- a) The Plaintiff seeks pre and post judgment interest in accordance with the Judicature Law and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed is 2 3/8% per annum.
- c) The amount of interest owing at date of issue of this Writ is £6,410.88. Calculated as £525,000 owing from 27 September 2013 to 1 April 2014 and £875,000 owing from 27 March 2014 to 1 April 2014 both at 2 3/8%.
- d) The amount of interest accruing each day following the issue of this Writ is £91.09.

AND THE PLAINTIFF CLAIMS:

- (1) Payment of the sum of £1,400,000;
- (2) Further or alternatively, damages for breach of contract;
- (3) Statutory interest pursuant to section 34 of the Judicature Law at a rate and for a period to be determined by the Court.



Andrew Lenon Q.C.
Samson & McGrath
Attorneys for the Plaintiff

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.

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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: OF 2014

BETWEEN:

AMIRI CAPITAL (CAYMAN) LIMITED

Plaintiff

AND:

RASSMAL INVESTMENTS LLC

Defendant

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 is being acknowledged.
2. State whether the Defendant intends to contest 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 no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

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.

Samson & McGrath
Attorneys at Law
5th Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman

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

[Empty box for defendant's Attorney indorsement]