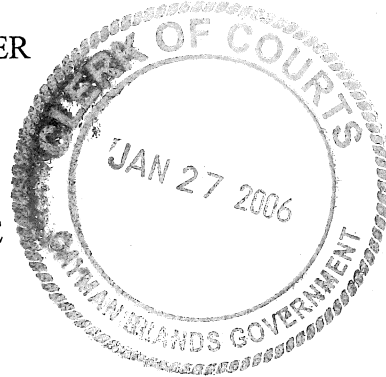


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 40 OF 2006

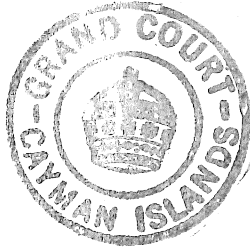
BETWEEN:

PATRICIA MILLER



Plaintiff

AND:



ALDO GIANNE

Defendant

WRIT OF SUMMONS

TO: ALDO GIANNE, 19130 Pacific Coast Highway, Malibu, California, United States of America.

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 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 26th day of January, 2005.

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 is a citizen of the United States of America and is resident at 113 Burnham Street, Los Angeles, California, United States of America.
2. The Defendant is a citizen of the United States of America and is resident at 19130 Pacific Coast Highway, Malibu, California, United States of America.
3. The Defendant is the sole director of Redwood Hotel Investment Corp. ("Redwood"), an exempted company registered in the Cayman Islands under the provisions of the Companies Law on 22nd September 1992 with registration number 44414. Redwood's registered office is Corpserve Limited, P.O. Box 2503 GT, 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.
4. The Plaintiff and the Defendant were married on 22nd June 1985.
5. The Plaintiff and the Defendant were divorced in the Superior Court of California, County of Los Angeles, case number BD 422 079 (the "Divorce Proceedings") on 6th December 2005.
6. In the Divorce Proceedings the Plaintiff and the Defendant negotiated, agreed and executed a Stipulated Judgment on 26th August 2005 (the "Stipulated Judgment") which provides at paragraph 6.1 that:

"6.1 The Court finds that the parties declare that they desire and intend to partition and divide their community assets and liabilities so that the aggregate fair market value of the community assets received by each is approximately equal, by partition of each asset into equal shares, wherever practicable, by allocating such assets and liabilities according to their market value."
7. Paragraph 6 of the Stipulated Judgment continues by dividing the Plaintiff's and the Defendant's property; setting out what was to be the sole and separate property of the Plaintiff at paragraph 6.2 and the sole and separate property of the Defendant at paragraph 6.3.
8. In addition paragraph 9 of the Stipulated Judgment provides that the matrimonial home located at 415 Howland Canal, Venice, California was to be sold and the proceeds

distributed as set out in that paragraph.

9. Paragraph 9.8 of the Stipulated Judgment states that:

“9.8 To finalize an equal division of the parties’ community and co-owned property, from the balance of Petitioner’s share of proceeds [of the sale of the matrimonial home], she shall pay to Respondent, or on his behalf, the total sum of \$52,500...”

10. The Stipulated Judgment provides a warranty with respect to property at paragraph 14 as follows:

“14.1 Each party warrants to the other that the warrantor does not own any property of any kind, other than the property set forth in this Agreement.”

11. The Stipulated Judgment also provides, by paragraph 16.5 as follows:

“16.5 The court finds that Petitioner and Respondent, and each of them, hereby warrant and represent to each other that he or she had and has no interest in or claim to any property of any kind that existed on the date of separation or at the time of execution of this Judgment that has not been disclosed to the other party and distributed or confirmed pursuant to this Judgment.”

12. Further, under paragraph 17 of the Stipulated Judgment, it was provided that:

“Prior to signing and submitting this Stipulated Judgment to the Court, the parties shall comply with Family Code §§ 2100 et seq. and shall serve Final Declarations of Disclosure, pursuant to Family Code §§ 2104 and 2105.”

13. On the basis of the aforementioned warranties and representations the Court found, at paragraph 27.2 of the Stipulated Judgment, that:

“27.2 ... the division of the parties’ community property, quasi-community property, separate property and debts and obligations is fair, just and equitable and represents an equal division of the parties’ community property, quasi-community property, separate property, and debts and obligations.”

14. In order to induce the Plaintiff to enter into the Stipulated Judgment, the Defendant warranted and represented to the Plaintiff in the terms of paragraph 16.5 of the Stipulated Judgment, as set out in paragraph 11 above.
15. That warranty and representation were false and made fraudulently.

PARTICULARS

- (a) The Plaintiff has since discovered that the Defendant, either personally or through the Redwood, has entered into agreements of purchase and sale with Condoco Grand Cayman Resort Ltd. to purchase Units #105, 113, 116, 316 and 411 of The Residential Condominiums at The Ritz-Carlton Grand Cayman Resort (the "Undisclosed Assets").
 - (b) The Defendant failed to disclose to the Plaintiff either in the Stipulated Judgment or in any declaration of disclosure or otherwise, the existence of the Undisclosed Assets.
16. In reliance on the aforesaid warranty and representation, the Plaintiff entered into the Stipulated Judgment and paid fifty two thousand United States dollars (US\$52,000.00) to the Defendant pursuant to clause 9.8 of the Stipulated Judgment.
 17. Had the Defendant disclosed the Undisclosed Assets to the Plaintiff, she would not have entered into the Stipulated Judgment on the terms which she did and would have insisted on an additional payment to her representing half of the value of the Undisclosed Assets.
 18. In default of agreement by the Defendant to such a payment, the Plaintiff would have sought and would have obtained an order from the Court whereby she was awarded, in addition to all other entitlements in the Stipulated Judgment, a sum equal to one half of the value of the Undisclosed Assets. Alternatively, there was at least a significant chance that the Court would have so ordered.
 19. In consequence of such breach of warranty and / or fraudulent misrepresentation the Plaintiff has suffered loss and damage.

PARTICULARS OF LOSS OR DAMAGE

- (a) The loss of half of the value of the Undisclosed Assets.
- (b) Alternatively, the loss of the chance that the Court would have made an order whereby the Plaintiff was to receive, in addition to all other entitlements in the Stipulated Judgment, a sum equal to one half of the value of the Undisclosed Assets.

20. The Plaintiff claims and is entitled to interest on such damages as she may be awarded pursuant to s. 34(1) of the Judicature Law (2004 Revision) at the prescribed rate and for such periods as the Court thinks fit.

AND the Plaintiff claims:

1. Damages for breach of warranty and / or for fraudulent misrepresentation;
2. Interest pursuant to s. 34(1) of the Judicature Law (2004 Revision) at the prescribed rate and for such periods as the court thinks fit;
3. Further or other relief; and
4. Costs.



OGIER

Attorneys for the Plaintiff

This WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Ogier, Attorneys-at-Law for the Plaintiff, whose address for service is that of its said attorneys; namely, P.O. Box 1234 GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman (Ref: 2961-0001/WRJ).