

THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 417 OF 2006

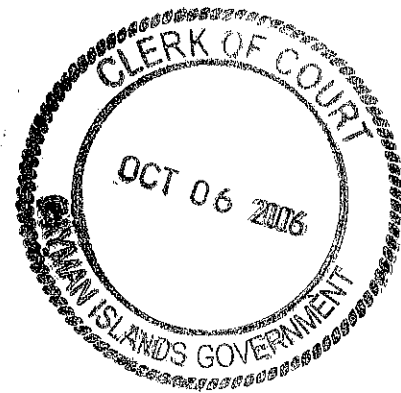
BETWEEN: REDWOOD HOTEL INVESTMENT CORP
PLAINTIFF

AND: CONDOCO GRAND CAYMAN RESORT LIMITED
DEFENDANT



WRIT OF SUMMONS

TO: CONDOCO GRAND CAYMAN RESORT LIMITED
Appleby Corporate Services (Cayman) Ltd
Clifton House
75 Fort Street
PO Box 1350 GT
Grand Cayman
Cayman Islands



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 14 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: 6th day of October 2006.

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 company formed under the laws of the Cayman Islands. It was formerly known as Micro Industries Limited and has since changed its name to Redwood Hotel Investment Corp. The company has its registered office at Redwood Hotel Investment Corp, c/o Woodward Terry & Co., PO Box 1366GT, George Town, Grand Cayman. It is the purchaser under an agreement for sale and certain amendments thereto made between the Plaintiff and the Defendant.
2. The Defendant is a company formed under the laws of the Cayman Islands. It has its registered office at the offices of Appleby Corporate Services (Cayman) Ltd, Clifton House, 75 Fort Street, PO Box 1350 GT, Grand Cayman, Cayman Islands.
3. By a written agreement contained in an agreement and addenda thereto dated 29 August 2000 (as amended) and representations made subsequent thereto (together the "Agreement") the Plaintiff agreed to buy and the Defendant agreed to build and sell to the plaintiff an apartment described and numbered therein as 105 (the "Apartment") and a garage space described and numbered as "S3" (the "Garage") to be contained in a building to be constructed by the Defendant on the north part of the land described as Registration Section West Bay Beach South, Block 12C, Parcel 11 (the "Ritz Carlton") in consideration of a total purchase price of US\$750,000. The purchase price stipulated in the said agreement and the amendments thereto included the Garage.
4. It was a term and condition of the Agreement that the Apartment and the Garage would be conveyed by the Defendant to the Plaintiff once the former was ready, willing and able to complete and had complied with all the conditions in paragraph 24 (f) of the Agreement as amended, compliance with which was a condition precedent to the Defendant's right to call for the Plaintiff to complete the purchase.
5. Pursuant to and in full compliance with the said agreement the Plaintiff has so far paid to the Defendant a deposit of US\$375,000 (the "Deposit") which was due and was paid at or about the time of the execution of the Agreement.

6. The Plaintiff has complied with and is now and has at all material times been ready, willing and able to comply with all of its obligations under the Agreement.
7. Wrongfully and in actual (or, alternatively anticipatory) breach of the Agreement the Defendant has failed to confirm that it was ready, willing and able to convey both the Apartment and the Garage as aforesaid and on 29 September 2006 the Defendant wrongfully and without proper cause purported to terminate the Agreement and retain the Deposit as forfeit.
8. In the premises the Plaintiff has or will suffer irremediable loss and damage.

AND THE PLAINTIFF claims:-

- (1) An injunction restraining the Defendant whether by itself its officers, servants, agents or otherwise from selling, leasing or parting with possession howsoever described with the Apartment and Garage.
- (2) A Declaration that the Notices to Complete served by the Defendant on 14 July 2006 and 14 September 2006 are and were void and of no effect;
- (3) A Declaration that the purported termination of the Agreement is null and void and that as a consequence the Agreement remains valid between the Parties hereto for all purposes.
- (4) Specific Performance of the Agreement
- (5) Alternatively, Damages in lieu of or in addition to Specific Performance for breach by the Defendant of the Agreement, to be assessed.
- (6) Interest pursuant to the Judicature Law (1995) s. 34.
- (7) Further or other relief
- (8) Costs on the indemnity basis.

Dated: 6 October 2006

DIAMOND LAW ASSOCIATES
DIAMOND LAW ASSOCIATES
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by DIAMOND LAW ASSOCIATES, Attorneys-at-Law for the Plaintiff, Redwood Hotel Investment Corp, whose address for service is PO Box 2887, George Town KY1-1112, Cayman Islands (Ref: SND/1120).

Acknowledgement of service of writ of summons (0.12, r.3)

***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 installments 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

CAUSE NO. OF 2006

**BETWEEN: REDWOOD HOTEL INVESTMENT CORP
PLAINTIFF**

**AND: CONDOCO GRAND CAYMAN RESORT LIMITED
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 Defendant

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.

DIAMOND LAW ASSOCIATES
4th Floor Cardinal Plaza
Cardinall Avenue
George Town
Cayman Islands
Ref: SND/1120

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

