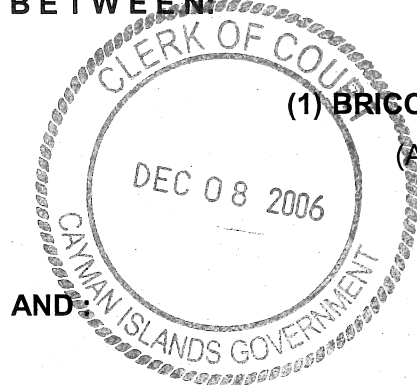


IN THE GRAND COURT OF THE CAYMAN ISLANDS

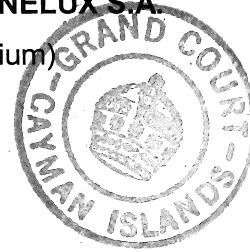
CAUSE NO: ⁵²⁵ OF 2006

BETWEEN



(1) BRICOLAGE INVESTISSEMENT BENELUX S.A.

(A company incorporated in Belgium)



PLAINTIFF

AND

(1) HOMEWORLD HYPERMARKET CHAIN GROUP CO. LTD (家世界连锁商业集团有限公司)

(previously TIANJIN HOMEWORLD GROUP CO. LTD)

(天津家世界集团有限公司))

(A company incorporated in the People's Republic of China)

(2) TIANJIN BEICHEN HOMEWORLD PLAZA CO. LTD

(天津市北辰区家世界购物广场有限公司)

(A company incorporated in the People's Republic of China)

(3) TIANJIN NORTHERN BUILDING MATERIALS TRADE CO. LTD

(天津北方建筑材料商贸股份有限公司)

(A company incorporated in the People's Republic of China)

(4) XI'AN HOMEWORLD PLAZA CO. LTD

(西安家世界购物广场有限公司)

(A company incorporated in the People's Republic of China)

(5) TIANJIN HW HOMEWAY CONSTRUCTION MATERIALS HYPERMARKET CO LTD

(天津家世界家居建材超市有限公司)

(A company incorporated in the People's Republic of China)

(6) HOMEWAY (CAYMAN) COMPANY LTD

(A company incorporated in the Cayman Islands)

(7) DU XIA

(8) YU KUN

(9) JEFF DU

DEFENDANTS

WRIT OF SUMMONS:

TO:

Homeworld Hypermarket Chain Group Co. Ltd
11/F, No.2 Dongting Road,
TEDA,
Tianjin, 300300
People's Republic of China.

Tianjin BeichenHomeworld Plaza Co. Ltd
Beichen Economic Development Zone
Tianjin, 300400
People's Republic of China

Tianjin Northern Building Materials Trade Co. Ltd
No.2 Dongting Road
TEDA
Tianjin, 300300
People's Republic of China.

Xi'an Homeworld Plaza Co. Ltd
No. 120, Daqing Road
Xi'an
People's Republic of China

Tianjin HW Homeway Construction Materials Hypermarket Co Ltd
No.2 Dongting Road
TEDA
Tianjin, 300300
People's Republic of China

Homeway (Cayman) Company Ltd
Codan Trust Company (Cayman) Limited
PO Box 2681 GT
Cricket Square, Hutchins Drive
George Town
Grand Cayman
Cayman Islands

Du Xia
Room 1-201
Li Da Apartment Tower B
Jinzi Road
Nankai District
Tianjin

People's Republic of China

Yu Kun
Room 202
No. 24, Decai Li
Hexi District
Tianjin
People's Republic of China

Jeff Du
c/o No.2 Dongting Road
TEDA
Tianjin, 300300
People's Republic of China.

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, or 14 days** in the case of the Sixth Defendant, 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, PO Box 495, George Town, Grand Cayman, KY1-1106, 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 day of **December**, 2006

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is require to affect 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:

The Parties

1. The Plaintiff ("BIB") is a company incorporated in Belgium which at all material times acted as a holding company for the equity interests of the Leroy Merlin Group in its subsidiaries located outside France carrying on the business of supply of home improvement, "do-it-yourself" ("DIY") and related products. BIB is a member of the Leroy Merlin Group, together with
 1. Groupe Adeo S.A., formerly Leroy Merlin Participations S.A. ("Leroy Participations") and
 2. Adeo Services S.A., formerly Leroy Merlin Groupe S.A. ("Leroy Groupe", and together with BIB and Leroy Participations, "the Arbitration Claimants").
2. The First to Fourth Defendants ("HW Group", "Beichen", "TNBM" and "Xi'an" respectively, and together "the Arbitration Defendants") are companies incorporated in the People's Republic of China which at all material times carried on business including the supply of home improvement, DIY and related products. The Arbitration Defendants are members of a group of companies ("the Homeworld Group") ultimately owned and controlled by the Seventh Defendant, Mr Du Xia ("Mr Du").
3. The Fifth Defendant ("HCMH") is a company incorporated in the People's Republic of China and is a member of the Homeworld Group.
4. The Sixth Defendant, ("Homeway Cayman") is a company incorporated in the Cayman Islands.
5. The Seventh, Eighth and Ninth Defendants are individuals associated with the Homeworld Group. Mr Yu Kun ("Mr Yu") is a shareholder in HCMH. Mr. Jeff Du ("Jeff Du") is the son of Mr. Du and is the sole shareholder of Homeway Cayman.

The Contract between the Parties

6. On or about 18 June 2001, BIB and Leroy Participations on the one hand, and HW Group, Beichen, TNBM and Xian on the other hand, agreed to a joint project whereby the Leroy Merlin Group would gain an interest in a network of existing and proposed DIY stores in China ("the Framework Agreement").

7. It was an express term of the Framework Agreement under Article 30.2 (as translated into English) that:

Any disputes arising from this Agreement shall be settled by amicable consultations between the Parties. Should such consultations fail within two (2) months after the issue of notice for that purpose by one Party to the other Party, the dispute shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The place of arbitration will be Lausanne (Switzerland).

Article 30.2 further provided that:

The award shall be final and binding on the Parties.

8. In the premises, the BIB and the Arbitration Defendants agreed to be bound by the Rules of the International Chamber of Commerce ("the ICC") in the event of any arbitration, including Article 28(6) which provides:

Every Award shall be binding on the parties. By submitting the dispute to arbitration under these Rules, the parties undertake to carry out any Award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

The Dispute and Arbitration

9. Following the signature of the Framework Agreement, a dispute arose between BIB, Leroy Participations and Leroy Groupe on the one hand, and the Arbitration Defendants on the other hand, because the Arbitration Defendants failed to carry out their obligations under the Framework Agreement.

10. On 16 September 2002, the Arbitration Claimants commenced arbitration proceedings against the Arbitration Defendants, claiming (*inter alia*) damages for breach of the Framework Agreement. The seat of the arbitration was Lausanne, Switzerland.

11. The Arbitration Defendants submitted an Answer on 21 May 2003 and thereafter participated actively in the proceedings. The proceedings ran their full course and the arbitral tribunal declared them closed on 14 September 2005.

12. On 25 April 2006, the arbitral tribunal issued its award (the "Award") and ordered the Arbitration Defendants to pay BIB a total sum of:

- (1) USD 20,942,000 in damages;
- (2) Euros 380,005.24 and USD 103,000 in costs.

The tribunal also awarded interest on the damages amount, at 6% p.a. without compounding, from the date of notification of the award until final payment. The tribunal held that HW Group was liable for the entire sum, while each of Beichen, TNBM and Xi'an were jointly liable with HW Group for one third of the total.

13. The tribunal held that, accordance with Art. 190(1), Chapter 12 of the Swiss Federal Act on Private International Law of 18 December 1987, the Award was effective as soon as it was issued (namely on the 25 April 2006).

14. The Award was approved by the International Court of Arbitration of the ICC in accordance with its Rules.

Evasion of the Enforcement of the Award

15. In the premises, the Award became payable on 25 April 2006. On 23 May 2006 and again on 18 October 2006, BIB invited the Arbitration Defendants by letter to comply with the Award voluntarily. Notwithstanding, the Arbitration Defendants have to date made no payment to BIB, in accordance with the Award or otherwise.

16. On 19 October 2006, BIB commenced an action to enforce the Award in the Beijing Court in the People's Republic of China. These proceedings are ongoing.

17. In or about late 2005, after the close of the arbitration proceedings but before the Award was issued, the Arbitration Defendants collectively transferred a substantial part, and perhaps all, of their assets to Mr. Du and/or other persons nominated by him at a significant undervalue ("the Transaction"). The best particulars that BIB can give of the Transaction at present are that:

(1) the Arbitration Defendants' assets (both tangible and intangible) in relation to their DIY business comprised and continue to comprise their shareholding in HCMH.

(2) At the start of the arbitration proceedings, the Arbitration Defendants held share capital in HCMH as follows:

- HW Group: 28%
- Beichen: 14%
- TNBM: 20%
- Xi'an: 14%

A further 14% of the share capital in HCMH was held by Beijing Fenzhongsi Homeworld Plaza Co Ltd (北京分钟寺家世界购物广场有限公司) ("Fenzhongsi"). HW Group holds 51% of the shareholding in Fenzhongsi. The remaining 10% of the shares in HCMH were held by Tianjin Cris (Group) Inc ("Cris").

(3) On or about 10 November 2005, the Arbitration Defendants, Fenzhongsi and Cris transferred all their shares in HCMH to Mr. Du (79.1%) and Mr. Yu (20.9%) for a nominal price of approximately Euros 5 million.

(4) On or about 9 March 2006, Mr. Du and Mr. Yu adjusted their respective shareholding so that the shares in HCMH were held 66.04% by Mr. Du and 33.96% by Mr. Yu.

18. The Transaction was entered into by the Arbitration Defendants and Mr. Du and Mr. Yu for the purpose of, and/ or with the ulterior motive of, putting the Arbitration Defendants' assets beyond the reach of BIB and its right to execution of the Award.

The Sale to Home Depot

19. Mr. Du and Mr. Yu intend to sell all their shares in HCMH to the American DIY conglomerate, Home Depot. The Plaintiff is unable to aver prior to disclosure the sale price agreed between the parties. The Plaintiff believes that the sale price may be between USD 80 million to USD 148.6 million.

20. Mr. Du, Mr. Yu, Jeff Du, HCMH, Homeway Cayman and Home Depot intend that:

- (1) Home Depot will acquire 100% of the shares in Homeway Cayman, which are currently owned by Jeff Du; and
- (2) Homeway Cayman will then acquire 100% of the shares of HCMH from Mr. Du and Mr. Yu.

21. These transactions will be entered into by the Defendants for the purpose of putting the Arbitration Defendants' assets beyond the reach of BIB and its right to execution of the Award.

Conspiracy

22. In the premises, the Defendants (or any two or more together) wrongfully and with intent to injure BIB and/or cause loss to BIB by unlawful means conspired and combined with each other and/or with other persons deliberately and with intent to breach Article 28(6) of the ICC Rules and/or harm BIB's economic interests by preventing BIB from enforcing the Award against the Arbitration Defendants. The best particulars that BIB can currently give are as follows:

PARTICULARS

1. In anticipation of an unfavourable Award and with the intent of evading execution of such Award, on or about 10 November 2005, the Arbitration Defendants and/or HCMH, and/or Mr Du, and/or Mr Yu agreed together and caused the Arbitration Defendants to transfer all their shares in HCMH to Mr Du (79.1%) and Mr Yu (20.9%) at a significant undervalue and on or about 9 March 2006 Mr Du and Mr Yu adjusted their respective shareholdings to 66.04% by Mr Du and 33.96% by Mr Yu.
2. HCMH, and/or Mr. Du, and/or Mr. Yu, and/or Jeff Du and/or Homeway Cayman agreed that the share capital of HCMH should be transferred to Homeway Cayman and that Homeway Cayman should be sold to Home Depot, in order to further the said unlawful transfer at an undervalue and/or to allow the parties thereto to realize the benefits thereof.
3. HCMH, Homeway Cayman, Mr. Du, Mr. Yu and Jeff Du knew of the Arbitration Defendants' obligations under the ICC Rules and have intentionally or recklessly caused or induced the Arbitration Defendants to enter into the transaction at an undervalue in order to put the Arbitration Defendants' assets beyond the reach of the Plaintiff, and/or have intentionally or recklessly prevented or hindered the Arbitration Defendants from performing their obligations under the ICC Rules for the same purpose.

Procuring or Inducing Breach of Contract

23. Further or in the alternative, Mr. Du, Mr. Yu and Jeff Du knowingly procured and/or induced the Arbitration Defendants to breach their contract with LM to honour the Award by causing the Arbitration Defendants ultimately to transfer their assets to Homeway Cayman in preparation for the sale to Home Depot.

24. By reason of the said conspiracy and/or the said procuring or inducement of breach of contract, BIB has suffered loss and damage in the amount of the Award, namely:

- (1) USD 21,045,000 plus
- (2) Euros 380,005.24

together with simple interest at 6% per annum on the sum of USD 20,942,000 from 25 April 2006, namely a total of USD 778,118 as at 7 December 2006 and increasing at USD 3,443 per day thereafter.

AND THE PLAINTIFF CLAIMS:

- (1) As against Homeway Cayman, an injunction restraining the action set out at paragraph 20(1) above; and
- (2) As against each of HCMH and Homeway Cayman, an injunction restraining the action set out at paragraph 20(2) above; and
- (3) As against the Defendants and each of them - damages for conspiracy; further or alternatively
- (4) As against Mr. Du, Mr. Yu and Jeff Du – damages for procuring or inducing a breach of contract; and
- (5) Interest pursuant to statute and
- (6) All necessary orders for disclosure, accounts and enquiries; and
- (7) Further or other relief; and
- (8) Costs.

Dated: 8th December 2006



WALKERS

Attorneys for the Plaintiff

This Summons is issued by Walkers, Attorneys at Law, Walker House, Mary Street, PO Box 265, George Town, Grand Cayman, KY1-9001, for the Plaintiff whose address for service is care of said Attorneys at Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

(1) BRICOLAGE INVESTISSEMENT BENELUX S.A.

(A company incorporated in Belgium)

PLAINTIFF

AND :

(1) HOMEWORLD HYPERMARKET CHAIN GROUP CO. LTD (家世界连锁商业集团有限公司)

(previously TIANJIN HOMEWORLD GROUP CO. LTD

(天津家世界集团有限公司))

(A company incorporated in the People's Republic of China)

(2) TIANJIN BEICHEN HOMEWORLD PLAZA CO. LTD

(天津市北辰区家世界购物广场有限公司)

(A company incorporated in the People's Republic of China)

(3) TIANJIN NORTHERN BUILDING MATERIALS TRADE CO. LTD

(天津北方建筑材料商贸股份有限公司)

(A company incorporated in the People's Republic of China)

(4) XI'AN HOMEWORLD PLAZA CO. LTD

(西安家世界购物广场有限公司)

(A company incorporated in the People's Republic of China)

(5) TIANJIN HW HOMEWAY CONSTRUCTION MATERIALS HYPERMARKET CO LTD

(天津家世界家居建材超市有限公司)

(A company incorporated in the People's Republic of China)

(6) HOMEWAY (CAYMAN) COMPANY LTD

(A company incorporated in the Cayman Islands)

(7) DU XIA

(8) YU KUN

(9) JEFF DU

DEFENDANTS

ACKNOWLEDGEMENT 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 Delay may result in judgment being entered directions and notes for guidance carefully against a Defendant whereby he may have to before completing this form. If any information pay the costs of applying to set it aside. required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

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 in person]

Address for service:

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.

Walkers
Attorneys at Law
Walker House
87 Mary Street
George Town
Grand Cayman KY1-9001
Ref: DMM/G115-61096

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

**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 Courts Office, PO 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 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 Court's office.
2. For the purpose of calculating the period of 14 or 28 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 Court's office.