

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: CO76 OF 2009

BETWEEN:

CMIA PARTNERS EQUITY LIMITED

(a company incorporated in the British Virgin Islands,
suing in a personal action in its own right and, separately,
in a derivative action on behalf of itself and all other
shareholders of the Fifth Defendant)



Plaintiff

AND

- (1) PATRICK O'NEILL
- (2) JOHN DE LANDE LONG
- (3) FRED KNOLL
- (4) PAOLO CUGNASCA
- (5) CMIA CHINA FUND II LIMITED



Defendants

WRIT OF SUMMONS

- TO: (1) Patrick O'Neill of 666 Fifth Avenue, 37th Floor, New York, New York, United States of America, 10103
- (2) John de Lande Long of 888 Seventh Avenue, Fl. 40, (at West 57th Street), New York, New York, United States of America, 10019
- (3) Fred Knoll of 666 Fifth Avenue, 37th Floor, New York, New York, United States of America, 10103
- (4) Paolo Cugnasca of 400 Madison Avenue, Suite 8A, New York, New York, United States of America, 10017
- (5) CMIA China Fund II Limited of P.O. Box 513, HSBC House, 68 West Bay Road, Grand Cayman, Cayman Islands KY1-1106

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 [or 28 days for service out of jurisdiction] 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 495GT, 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 13 day of February 2009

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 Fifth Defendant is an exempted limited liability company incorporated in the Cayman Islands with its registered office at the offices of P.O. Box 513, HSBC House, 68 West Bay Road, Grand Cayman, Cayman Islands KY1-1106, and carries on business as a private equity investment fund (the "**Fund**"). The Fund's authorised share capital is US\$50,000.00 divided into 1,000,000 ordinary shares with a par value of US\$0.01 each and 4,000,000 redeemable preference shares with a par value of US\$0.01 each.
- 2 The Plaintiff is a limited liability company incorporated in the British Virgin Islands with its principal place of business at 50 Raffles Place #47-01, Singapore Land Tower, Singapore 048623 ("**CMIA**"). CMIA is, and was at all material times, the registered holder of 4,454.59 ordinary shares of the Fund, representing approximately 16.35% of the Fund's issued and outstanding share capital.
- 3 The relationship between the Fund and its shareholders is governed by the Fund's Articles of Association dated 22 November 2005 (the "**Articles**") which constitutes a contract between the Fund and its shareholders and provide amongst other things:
 1. "*Special Resolution*" means: a special resolution of the [Fund] passed in accordance with the Law, being a resolution:
 - (a) *passed by a majority of not less than two-thirds of the [shareholders of the Fund] as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of [shareholders of the Fund] of which notice specifying the intention to propose the resolution as a special resolution has been duly given, or*
 - (b) *approved in writing by all of the [shareholders of the Fund] entitled to vote at a general meeting of the [shareholders of the Fund] in one or more instruments each signed by one or more of the [shareholders of the Fund] and the effective date of the special resolution so adopted shall be the date on which the instrument or the last of such instruments, if more than one, is executed."*

8. *Any investment advisory or management contract entered into by the [Fund]...may not be terminated by the [Fund] unless such termination is approved by a unanimous vote cast at a meeting at which all the issued and outstanding shares [of the Fund] are represented.*
68. *No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise provided in these Articles a quorum shall be the presence, in person or by proxy, of the holders of one half of the issued Shares entitled to attend and vote thereat. A representative of a corporation present at any meeting of the Fund shall be deemed to be a Shareholder for the purposes of counting towards a quorum.*
70. *The Chairman (if any) or, if absent, the Deputy Chairman (if any) of the Board of Directors, or, failing him, some other Director nominated by the Directors shall preside as Chairman at every General Meeting of the Fund, but if at any meeting neither the Chairman nor the Deputy Chairman nor such other Director be present within fifteen minutes after the time appointed for holding the meeting, or if neither of them be willing to act as Chairman, the Directors present shall choose some Director present to be Chairman or if no Directors be present, or if all the Directors present decline to take the chair, the Shareholders present shall choose some Shareholder present to be Chairman.*
90. *Any corporation which is a Shareholder of the Fund may by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Fund, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder of the Fund and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.*
159. *Every Director...of the [Fund] shall be indemnified and secured harmless out of the assets and funds of the [Fund] against all actions, proceedings, costs, charges, losses, damages, and expenses incurred or sustained by him in or about the conduct of the [Fund's] business or affairs or in the execution or discharge of his duties, powers, authorities or discretions, including, without prejudice to the generality of the foregoing, any costs, charges, losses or expenses, incurred by him in defending (whether successfully or otherwise) any civil proceedings concerning the [Fund] or its affairs in any court whether in the Cayman Islands or elsewhere and the amount for which such*

indemnity is provided shall immediately attach as a lien on the property of the [Fund] and have priority as between the Shareholders over all other claims, PROVIDED THAT any such Director or officer acted honestly and in good faith with a view to the best interests of the [Fund] and the Director or officer had no reasonable cause to believe that his conduct was unlawful.

- 4 Further, in accordance with Section 24 of the Companies Law (2007 Revision) (the "**Companies Law**"), the Articles may be amended only by way of a special resolution of the Fund, which requires a majority of not less than two-thirds of the shareholders of the Fund entitled to attend and vote at a general meeting within the meaning and requirement of the Article 1 of the Articles.
- 5 The Fund has, and had at all material times, appointed to its board of directors six persons, namely the First to Fourth Defendants (the "**US Directors**"), Lee Chong Min ("**Mr Lee**") and Anson Wang ("**Mr Wang**"). The First Defendant has, at all material times, been appointed as chairman of the board. Additionally, Mr Lee is a director of CMIA Capital Partners Pte. Ltd. (the "**Manager**"). The Manager is a limited liability company incorporated in the Republic of Singapore and provides investment management services to the Fund pursuant to an investment management agreement further described below. The First and Third Defendants are directors and/or managers and/or officers of KOM Capital Management LLC ("**KOM**"). KOM is a limited liability company incorporated in Delaware and provides investment advisory services to the Fund pursuant to an Amended and Restated Advisory Agreement dated as of 1 August 2006.
- 6 As a director of the Fund, the US Directors and/or each of them owe to the Fund duties to be loyal, honest and to act in good faith. In particular:
 - 6.1 to act bona fide and in the best interests of the Fund; and
 - 6.2 to act only in accordance with the scope of their authority and powers and to use their powers in accordance with the purpose for which they were conferred.

Appointment and Termination of the Manager

- 7 By an amended and restated investment management agreement dated as of 1 August 2006 entered into between the Fund and the Manager (the "**IMA**"), the Manager is responsible to the Fund for, amongst other things, the day-to-day management of the Fund and the sourcing of prospective investment opportunities for the Fund in consideration for a management fee.

8 The IMA, governed by Cayman Islands law, provides, amongst other things, that:

7 *Term: This Agreement shall commence on the date hereof and shall continue for the period ending seven years after the Closing Date (as defined in the Private Placement Memorandum of the Fund), except that this Agreement may be terminated by the Manager or by the Fund by giving not less than ninety (90) days prior written notice to the other party. In the event this Agreement shall be terminated: (i) the Management Fees and Performance Fees owed or prepaid hereunder shall be pro rated for the period in which this Agreement is so terminated, and (ii) all deferred Management Fees and Performance Fees shall be paid to the Manager. The provisions of Section 6 above shall survive the termination of this Agreement*

9 Further, it is a term of the IMA properly construed, alternatively implied, to achieve business efficacy and/or to reflect the parties' common but unexpressed intention, that the IMA shall not be performed in such manner as violates any obligation by which the Fund is bound. In particular, that it cannot be terminated under clause 7 other than in compliance with Article 8.

10 At a meeting of the Fund's board of directors attended by five of the six directors referred to in paragraph 5 (noting that the Third Defendant was absent) above at the offices of K&L Gates at 35/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong on 10 November 2008, the First Defendant proposed that the Fund terminate the IMA and serve notice of termination on the Manager pursuant to section 7 of the IMA. Messrs Lee and Wang, and Mr Yong Ho Hsiang, the Chief Financial Officer of the Manager, specifically advised the US Directors that the Fund, acting through its board, could not terminate the IMA without first obtaining the requisite approval of the shareholders of the Fund as provided under Article 8 of the Articles. Notwithstanding the aforesaid, the directors, by a majority of three to two, respectively the US Directors (save for the Third Defendant) on the one hand and Messrs Lee and Wang on the other, purported to resolve to terminate the IMA and to serve notice accordingly.

11 By a letter dated 17 November 2008 and signed by the Third Defendant in his capacity as director for and on behalf of the Fund, in breach of Article 8, the Fund purported to serve notice on the Manager of the termination of the IMA (the "**Notice of Termination**") without having first obtained the unanimous vote of the shareholders at a meeting at which all the issued and outstanding shares of the Fund were represented.

12 Upon receipt of the Notice of Termination, by an e-mail dated 18 November 2008, Mr Lee, as a director of the Manager, specifically advised the US Directors that they could not terminate the

IMA unless such termination had been approved by a unanimous vote cast at a meeting at which all the issued and outstanding shares of the Fund are represented per Article 8 of the Articles and those requirements had not been met.

- 13 In the premises, the Notice of Termination was and is a nullity and of no legal effect.
- 14 Further, in sending the Notice of Termination and/or procuring and/or causing the same to be prepared and/or sent without the consent required under Article 8 and/or by thereafter failing and/or refusing to revoke the purported Notice of Termination, the US Directors and/or each of them acted and/or continue to act in breach of their fiduciary duties to the Fund.

PARTICULARS

- (a) the US Directors and/or each of them acted in excess of their power and/or authority as prescribed by the Articles, which required the unanimous vote of the shareholders at a meeting at which all the issued and outstanding shares of the Fund were represented in order for the IMA to be terminated;
- (b) the US Directors and/or each of them failed to act bona fide and in the best interests of the Fund, and of the shareholders as a whole, in that:
- (i) the US Directors and/or each of them had full knowledge of the requirement for shareholder approval to terminate the IMA under Article 8; and
 - (ii) the US Directors and/or each of them intentionally, alternatively, recklessly, disregarded the right of the shareholders to vote on, and to control, the termination of the IMA by purporting to resolve to terminate the IMA and thereafter purporting to serve Notice of Termination on the Manager; and
- (c) in continuing breach of their duties to act bona fide and in the best interests of the Fund, notwithstanding their knowledge that the same was sent in breach of Article 8, the US Directors and/or each of them have failed and/or refused to revoke the purported Notice of Termination.

Extraordinary General Meeting of the Shareholders and Notice of Termination

- 15 During a telephone conference attended by each of the Fund's directors on 19 November 2008 and continued on 24 November 2008, the directors, by a majority of four to two, respectively the US Directors on one hand and Messrs Lee and Wang on the other, purportedly resolved that there should be convened an extraordinary general meeting of the Fund (the "EGM") for the purpose of proposing a special resolution (the "**Special Resolution**"). The Special Resolution, if approved, would amend and restate the Articles by, amongst other things, deleting Article 8 in its entirety.
- 16 For the avoidance of doubt, if, which is specifically denied, the Notice of Termination was not a nullity but was capable of ratification by the shareholders, at no time did the Defendants seek from the shareholders, whether by way of resolution or otherwise, ratification of the Fund's breach of contract and/or duty in serving on the Manager the Notice of Termination for which unanimous shareholder approval had been neither sought nor obtained.
- 17 The EGM, duly convened by notice dated 26 November 2008, was held at 11:00 a.m. on 8 December 2008 at the offices of The Bank of Bermuda Limited, 6 Front Street, Hamilton, Bermuda, for which proxy forms were required, in accordance with the said notice, to have been completed and lodged with The Bank of Bermuda Limited, at the time the administrator to the Fund (the "**Administrator**"), by no later than 11:00am on 6 December 2008.
- 18 Physically present at the offices of The Bank of Bermuda Limited for the purposes of attending the EGM were Kerry Quigley ("**Miss Quigley**") and Jennifer Calko of the HSBC Securities Services division of the Administrator; Jo Cunningham ("**Miss Cunningham**"), as corporate representative of the Manager, and Kenneth Kwok ("**Mr. Kwok**"), as corporate representative of the CMIA, SIX SIS AG and HSBC Private Bank (Suisse) SA and the proxy holder for Golden Green L.P. and Lombos Limited, proxy forms having been properly lodged with the Administrator. Collectively, the five shareholders represented, in person or by proxy, by Mr Kwok held 12,646.81 ordinary shares issued in the Fund representing approximately 46.43% of the shares entitled to attend and vote at the EGM.
- 19 In addition, shareholders representing approximately 51.92% of the issued and outstanding shares in the Fund had properly lodged with the Administrator proxy forms completed in favour of the chairman of the EGM, to be voted in accordance with the respective shareholders' election as indicated on the forms.

20 In the premises:

20.1 in accordance with Article 68 of the Articles, the EGM was quorate insofar as there were present, in person or by proxy, holders of 26,790.14 ordinary shares representing approximately 98.35% of the issued shares entitled to attend and vote, at the EGM; and

20.2 in the absence of any directors present at the EGM by 11.15am, and as the only person present at the EGM in a shareholder capacity, Mr Kwok was nominated and appointed as chairman of the EGM in accordance with Article 70, and Miss Quigley was appointed as secretary.

21 Further, the First to Third Defendants, Messrs Lee and Wang, Beth Kramer of K&L Gates, purportedly acting as US Counsel to the Fund, and Neal Lomax of Mourant du Feu & Jeune, purportedly acting as Cayman Islands Counsel to the Fund, dialled into the EGM by telephone, and were permitted by the chairman, Mr Kwok, to continue to listen to the proceedings. However, in the absence of any provision in the Articles permitting attendance by telephone and on the true and proper construction of the Articles, in particular Articles 68 and 70, those persons observing by telephone were neither present nor in attendance at the EGM.

22 Mr Kwok proceeded to table the Special Resolution and demanded that the vote be taken by way of poll taking account of each shareholder's percentage interest in the Fund, with such poll to be taken immediately. Having tallied the votes under the direction of the chairman, Mr Kwok, the Administrator advised, and the chairman accepted, that only approximately 52% of the shareholders present, in person or by proxy, had voted in favour of the Special Resolution, and accordingly, the Special Resolution had failed to attract the necessary two-thirds majority approval and consent within the meaning and requirement of the Companies Law and the Articles.

23 Notwithstanding the failure of the Special Resolution to attract the necessary consent as required by the Companies Law and the Articles, and in direct conflict with the vote of the shareholders as cast at the EGM, the US Directors and/or each of them, thereafter:

23.1 caused and/or authorised K&L Gates, purportedly acting as US Counsel to the Fund, to write to the Administrator by way of a letter dated 11 December 2008 stating inaccurately and, amongst other things, that:

- (a) the First Defendant was the chairman of the EGM with ultimate conduct of the EGM and the *"power to scrutinise a party's right to attend and vote"* thereat;
- (b) the First to Third Defendants who dialled in to the EGM were present at the EGM;
- (c) Mr Kwok's chairmanship of the EGM was unlawful and that *"there was no ceding of the chairmanship of the EGM to [Mr. Kwok]"*;
- (d) the First Defendant, as chairman of the EGM, had reviewed the documentation provided by Mr. Kwok at the EGM in support of his representation of CMIA, SIX SIS AG and HSBC Private Bank (Suisse) SA, and had determined that the same was defective and insufficient under Article 90 such that Mr. Kwok's votes on behalf of those shareholders had been discounted *"as they were not properly in attendance at the EGM"*;
- (e) the votes cast by Miss Cunningham should be disregarded (notwithstanding the fact that Miss Cunningham represented the Manager who had no entitlement to vote and on whose behalf she had never purported to vote); and
- (f) the Administrator was required to certify immediately that the Special Resolution was passed.

23.2 caused and/or authorised K&L Gates to write to the Administrator by way of letter dated 22 December 2008 enclosing a set of minutes of the EGM signed by the First Defendant as the purported chairman thereof (the **"O'Neill Minutes"**) which minuted, amongst other things, that:

- (a) the First Defendant was appointed as chairman of the EGM;
- (b) the chairman, and by implication, the First Defendant had demanded a poll of the votes; and
- (c) the Special Resolution was approved by 82.52% of the votes cast,

and further stipulating that the O'Neill Minutes, as signed by the First Defendant, were conclusive within the meaning and requirement of Article 122 of the Articles as to the events which took place at the EGM. The Administrator responded by letter to K&L Gates

dated 30 December 2008, observing that the O'Neill Minutes "[did] not reflect *what occurred at the EGM*".

23.3 prepared and/or authorised the letter dated 5 January 2009 and signed by the First Defendant in his capacity as director, to each of the shareholders of the Fund, stating, amongst other things, that:

- (a) he was the duly authorised chairman of the EGM;
- (b) the Special Resolution was passed by 82.5% of the votes cast being in favour of it, and 15.9% of the votes cast being against it; and
- (c) the passage of the Special Resolution had been certified.

24 Further, the First Defendant wrote to the Administrator by email dated 6 January 2009 advising that the Administrator's comments as to the events which occurred at the EGM were "*irrelevant*" since his "*decision – as Chairman of the EGM – [was] final ...*" and further required the Administrator to send the Fund's records to a place nominated by him thereby bringing to an end on an accelerated basis the Administrator's appointment to the Fund, as evidenced by the Administrator's e-mail letter to the directors of the Fund dated 9 January 2009.

25 By reason of the matters set out above and without prejudice to the matters already set out at paragraph 14 above, the US Directors and/or each of them have breached and continue to act in breach of their fiduciary duties. In particular, the US Directors and/or each of them have failed to act in accordance with the Articles and/or the scope of their authority and have failed to act bona fide and/or in good faith and/or in the best interests of the Fund.

PARTICULARS

25.1 the US Directors and/or each of them have failed and/or refused to act in accordance with the Fund's Articles;

25.2 the US Directors and/or each of them have purported to disregard the votes of certain shareholders of the Fund properly cast at the EGM and/or have failed to give any or any due weight to the votes cast in accordance with the Articles;

25.3 the US Directors and/or each of them have purported to give effect to an amendment to the Articles which was manifestly not in the interests of the shareholders of the Fund and/or for which inadequate shareholder approval was obtained; and

25.4 the US Directors and/or each of them have caused the Administrator to resign and/or terminated its appointment by the Fund prematurely and without due cause or reason.

26 Further, Dorsey & Whitney, United States legal counsel to CMIA and the Manager, wrote to the Defendants on 23 January 2009 seeking the immediate retraction and withdrawal of the Notice of Termination. Subsequently, Messrs Lee and Wang attempted to discuss this request with the US Directors at a meeting of the Fund's directors held by telephone conference on 29 January 2009, however, in further or continuing breach of the US Directors' duties to act bona fide and/or in good faith and/or in the best interests of the Fund, were dismissed by the US Directors without addressing the request. Thereafter, by its "without prejudice" letter to the Defendants dated 30 January 2009, CMIA attempted to reach a mutually acceptable solution by seeking an extension of the effective date of the Notice of Termination in order to allow time for the parties to resolve issues in dispute between them. However, despite such efforts, no retraction of the Notice of Termination or extension of the effective date has been forthcoming, and the First to Third Defendants, by letter dated 9 February 2009, addressed to Mr. Kwok, expressly declined to do so.

27 In the premises, it is reasonably to be inferred from the facts and matters set out above, that the US Directors and/or each of them:

27.1 will, unless restrained, continue to act in breach of their fiduciary duties to the Fund to the detriment thereof; and

27.2 failed to act honestly and/or in good faith with a view to the best interests of the Fund and/or that they or any of them had reasonable cause to believe that his conduct was unlawful within the meaning and requirement of Article 159.

WHEREFORE THE PLAINTIFF CLAIMS:

- (1) A declaration that the Notice of Termination was sent in breach of Article 8 and is null and void;
- (2) A declaration that the Special Resolution was not passed at the EGM by the requisite two-thirds majority;

- (3) An injunction restraining the Defendants and/or each of them from acting upon or otherwise giving effect to the Notice of Termination;
- (4) In addition to, or in the alternative to (3), an injunction requiring the revocation of the Notice of Termination;
- (5) An injunction restraining the Defendants and/or each of them from acting upon or otherwise giving effect to the Special Resolution purportedly passed at the EGM;
- (6) A declaration that the First to Fourth Defendants should not be indemnified by the Fund pursuant to Article 159 and that they should reimburse the Fund for any monies of the Fund expended in their and its defence of these proceedings;
- (7) Costs; and
- (8) Such further or other relief as the Court deems fit.

Maples and Calder

MAPLES and CALDER

THIS WRIT OF SUMMONS was issued by Maples and Calder, attorneys for the Plaintiff, whose address for service is PO Box 309, Uglund House, Grand Cayman KY1-1104, Cayman Islands. (Ref: CDM/647073/16137318)

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 3), the Defence must be served within 14 days **[28 days for service out of jurisdiction]** 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 **[28 days for service out of jurisdiction]** 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.

Plaintiff
KWOK, Kenneth Kin-yip
First
12 February 2009
Exhibit "KK-1"

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2009

BETWEEN:

CMIA PARTNERS EQUITY LIMITED
(a company incorporated in the British Virgin Islands,
suing in a personal action in its own right and, separately,
in a derivative action on behalf of itself and all other
shareholders of the Fifth Defendant)

Plaintiff

AND

- (1) PATRICK O'NEILL
- (2) JOHN DE LANDE LONG
- (3) FRED KNOLL
- (4) PAOLO CUGNASCA
- (5) CMIA CHINA FUND II 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 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.

Maples and Calder
P.O. Box 309
Ugland House
Grand Cayman KY1-1104
Cayman Islands
Attn: CDM/647973-02

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