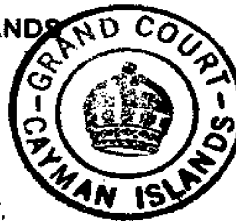


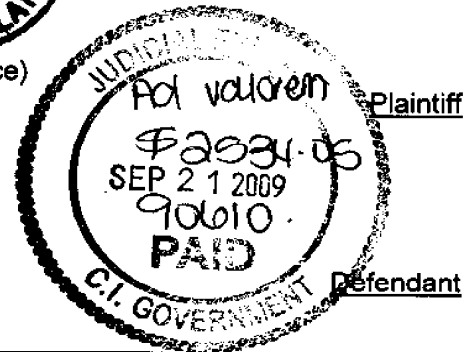
IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: G0452 OF 2009

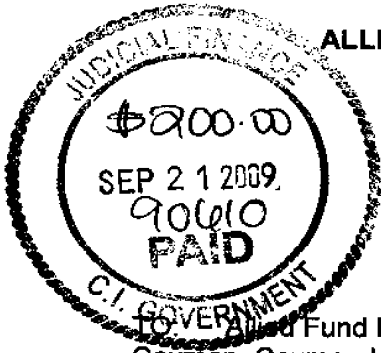
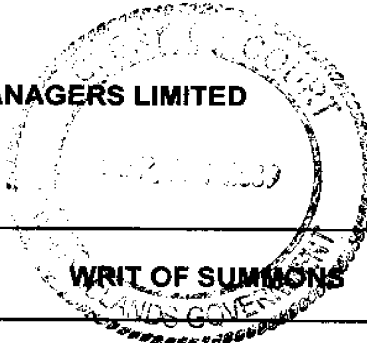
BETWEEN:

BNP PARIBAS ARBITRAGE SNC
(a company incorporated under the laws of France)



AND

ALLIED FUND MANAGERS LIMITED



To: Allied Fund Managers Limited, of UBS House, 227 Elgin Avenue, George Town, 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, PO Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands, 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 September 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 All undefined capitalised terms used in this Statement of Claim shall have the meaning as set out in the Defendant's Articles of Association dated 26 November 2003 (the "**Articles**").
- 2 The Plaintiff ("**BNPPA**") is a company incorporated under the laws of France.
- 3 The Defendant ("**Allied**") is a Cayman Islands exempted company incorporated on or about 25 November 1997 and registered with the Cayman Islands Monetary Authority under the Mutual Funds Law. Allied's registered office is at UBS House, 227 Elgin Avenue, George Town, Grand Cayman, Cayman Islands.
- 4 At all material times, Allied operated as an open ended investment fund offering redeemable shares for subscription to eligible investors.
- 5 Between March 2007 and March 2008, BNPPA subscribed in writing for a total of 15,305.634 Class B Euro shares in Allied ("**Shares**") based on the terms of the Articles and Offering Memorandum ("**OM**") dated January 2005, as amended from time to time.
- 6 On 23 September 2008, BNPPA requested the redemption of €5,000,000 worth of its Shares for the Redemption Day 31 of October 2008. On 25 September 2008, BNPPA requested the redemption of all of its remaining Shares for the Redemption Day of 31 October 2008. Each redemption request (together referred to herein as the "**BNPPA Redemption**") was accepted by Allied.
- 7 Pursuant to the Articles and OM (as updated in February 2008) and the terms defined therein, the Redemption Price payable with respect to the BNPPA Redemption was €20,774,848.37, fixed by reference to the Net Asset Value per Share of BNPPA's Shares as at the Redemption Day of 31 October 2008.

- 8 From 31 October 2008, BNPPA was a creditor of Allied. The Redemption Price of €20,774,848.37 (the "**BNPPA Redemption Price**") constituted a debt payable to BNPPA in accordance with the Articles and OM.
- 9 On 14 November 2008, Allied wrote to all its investors in a "Notice to Shareholders" giving notice that:
- 9.1 Allied's Board of Directors was delaying payment of the redemption proceeds in respect of October and November 2008 redemptions; and
- 9.2 Between 5% and 10% of the redemption proceeds would be satisfied *in specie*.
- 10 On or about 14 January 2009, Allied incorporated a Cayman Islands exempted company called Allied I Ltd. ("**Allied I**"). A Supplement to the OM dated January 2009 stated that Allied I was incorporated in order to facilitate a partial *in specie* distribution to investors. The *in specie* distribution was to be in the form of shares of Allied I allotted to redeeming investors, including BNPPA.
- 11 On 30 January 2009, Allied again wrote to all its investors to provide them with further information in relation to the proposed partial *in specie* distribution. With respect to the BNPPA Redemption Price, Allied informed BNPPA that it was to receive 85% in cash and 15% *in specie* "*in the form of Class A sub-class Euro shares of Allied I Ltd., a subsidiary of the Fund, that holds an interest in certain of the Fund's illiquid investments*".
- 12 On 20 February 2009, Allied again wrote to all its investors indicating that investors' redemptions would be satisfied 85.2% in cash and 14.8% *in specie*.
- 13 In the event, BNPPA received the following in respect of the BNPPA Redemption Price:
- 13.1 On or about 2 February 2009, BNPPA was purportedly allotted 28,658.6012 Euro class shares in Allied I (the "**Allied I Shares**"). The total value of the Allied I Shares was stated to be €2,865,860.12, as at 30 January 2009;
- 13.2 On or about 20 February 2009, BNPPA received a cash payment of €17,698,193.00 from Allied;

- 14 The total amount received by BNPPA as of the dates of the cash and *in specie* distributions vested in BNPPA was €20,564,053.12, leaving a shortfall in the amount payable in respect of the BNPPA Redemption Price of €210,795.25 (the "Unpaid BNPPA Redemption Price").
- 15 Article 28(e) of the Articles provides for interest to be paid on unpaid redemption proceeds as follows:
- "The Redemption Price will be paid in the Operational Currency of the Redeemable Shares concerned by telegraphic transfer at the request and expense of the redeeming Member. At least 90% of the Redemption Price (less any redemption charges) shall be paid within 30 days after the Redemption Day on which the redemption was effected. The balance of the Redemption Price will be paid promptly after the Redemption Price has been finalised, which in the absolute discretion of the Directors may be after the Company has had its annual financial statements reviewed by the Auditors. The balance of the Redemption Price not paid within 30 days of the date referred to above will earn interest from the Redemption Day at an annual rate equal to LIBOR." ...*
- 16 Interest due to BNPPA, pursuant to Article 28(e), accrued as follows on the BNPPA Redemption Price:
- 16.1 On the value of the Allied I Shares of €2,865,860.12, at the overnight rate of Euro LIBOR, from 31 October 2008 to 2 February 2009, totalling €18,235.64;
- 16.2 On the cash payment of €17,698,193.00, at the overnight rate of Euro LIBOR, from 31 October 2008 to 20 February 2009, totalling €122,784.92; and
- 16.3 On the Unpaid BNPPA Redemption Price, at the rate of Euro LIBOR Overnight, from 31 October 2008 to the date of this Writ, totalling €2,206.29.
- 17 On 7 July 2009, following earlier correspondence, BNPPA's attorneys, Maples and Calder, demanded payment from Allied of the Unpaid BNPPA Redemption Price and accrued interest to 24 June 2009 calculated in accordance with Article 28(e) and the OM.
- 18 By letter dated 27 July 2009 from Allied's attorneys, Ogier, Allied denied that any further amounts were due and payable to BNPPA pursuant to the Articles and OM.


- 19 As at the date of filing of this Writ, neither the Unpaid BNP Redemption Price nor any accrued interest has been paid to BNPPA.
- 20 Allied's failure to pay the Unpaid BNPPA Redemption Price and the accrued interest constitutes a breach of the contract entered into between BNPPA with Allied for the subscription of Shares which included the written terms of the Articles and the OM.

And the Plaintiff Claims:

- (1) The Unpaid BNPPA Redemption Price of €210,795.25.
- (2) Interest pursuant to Article 28(e) of €143,226.85.
- (3) Further interest on the Unpaid BNPPA Redemption Price, from the date of issue of this Writ until judgment or earlier payment, at the overnight rate of Euro LIBOR.
- (4) Costs.
- (5) Such further or alternative relief as the Court thinks fit.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of €354,022.10 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

DATED this 21 day of September 2009.


Maples and Calder

THIS WRIT was issued by Maples and Calder, attorneys for the Plaintiff, whose address for service is PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. (Ref: MJC/BWB/650686.02/17396626)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2009

BETWEEN:

BNP ARBITRAGE SNC

Plaintiff

AND:

ALLIED FUND MANAGERS LIMITED
(a company incorporated in the Cayman Islands)

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 Amended Writ of Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick where appropriate*)

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 Plaintiffs (*tick box*)

yes

no

Service of the Amended Writ is acknowledged accordingly

(Signed)
Attorney for Allied Fund Managers Limited

Dated:

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
Ugland House
PO Box 309
George Town
Grand Cayman
KY1-1104
Cayman Islands

Ref: MJC/650686.02

Indorsement by the 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 Law Courts, PO Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a Defence on the attorney for the Plaintiffs (or on the Plaintiffs 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 Plaintiffs 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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

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 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 Courts Office.