

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

FSD0036
CAUSE NO: OF 2009

B E T W E E N:

- (1) ABN AMRO BANK N.V.
- (2) COMMERZBANK AG, FILIALE LUXEMBURG
- (3) LLOYDS TSB BANK PLC
- (4) CALYON
- (5) LANDSBANKI ISLANDS HF
- (6) THE ROYAL BANK OF SCOTLAND PLC

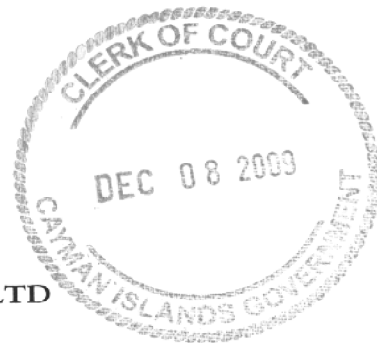


Plaintiffs



AND

- (1) HSH CAYMAN I GP LTD
- (2) HSH CAYMAN 11 LTD
- (3) HSH CAYMAN V GP LTD
- (4) HSH COINVEST (CAYMAN) GP LTD
- (5) JCF HSH (DE) GP L.P



Defendants

WRIT OF SUMMONS

The Plaintiffs claim a declaration that:

1. The First to Fourth Defendants acted in breach of Facility Agreements dated 19 October 2006 entered into respectively by each of the First to Fourth Defendants with ABN Amro Bank NV as the Original Lender and as Facility Agent by amending or agreeing to amend Limited Partnership Agreements (“the Limited Partnership Agreements”) respectively dated 19 September 2006 in relation to:

- (I) in the case of the First Defendant, a limited partnership known as Alberta 1 L.P.;
- (II) in the case of the Second Defendant, a limited partnership known as Alberta II L.P.;
- (III) in the case of the Third Defendant, a limited partnership known as Alberta V L.P.; and
- (IV) in the case of the Fourth Defendant, a limited partnership known as HSH Coinvest (Alberta) L.P, (the respective Limited Partnerships being referred together as “the Limited Partnerships”)

by on or about 30 October 2009 respectively amending the Limited Partnership Agreements without the prior written consent of the First Plaintiff as Facility Agent to:

- (i) appoint the Fifth Defendant as a new general partner of each of the Limited Partnership Agreements,
- (ii) change the definition of General Partner (amended words underlined for ease of reading) as follows: “General Partner means, collectively, [the First, Second, Third or Fourth Defendant as the case may be}, a corporation formed under the laws of the Cayman Islands, JCF HSH (DE) GP LP, a limited partnership formed under the laws of Delaware and any other person or entity admitted as an additional or substitute

General Partner pursuant to the Agreement, so long as they remain a General Partner”; and

- (iii) provide that if a General Partner is not competent to exercise its powers, or carry out its duties, or is otherwise incapable of exercising such powers or carrying out such duties (whether as a result of the bankruptcy or dissolution of the General Partner, the Partnership or otherwise), then any additional General Partner will have all of the power and authority of the General Partner who is incompetent or incapable, without interference by the General Partner who is incompetent or incapable.
2. A declaration that the Fifth Defendant by agreeing to become a General Partner and entering into or agreeing to the amendment contained in an amending agreement to the Limited Partnership Agreements and recorded in a Notice of Amendment dated 30 October 2009 procured or induced a breach of the Facility Agreements and/or by acting as a General Partner induced and/or induces a breach of contract.
 3. An order that the First to Fourth Defendants and the Fifth Defendant take all such steps as are required to re-amend the Limited Partnership Agreements so that they contain only the terms they contained prior to the amendments made in breach of the Facility Agreements.
 4. An order that the Defendants (in the case of the First to Fourth Defendant in relation to the Limited Partnerships of which they are General Partner and in the case of the Fifth Defendant, any of the Limited Partnerships) be restrained, without the prior written consent of the First Plaintiff, from transferring, selling, mortgaging, encumbering, dissipating or otherwise prejudicially affecting the title or value of any of the assets of the Limited Partnerships whether they are in or outside of the Cayman Islands, including but not limited to:

- (a) all and any shares in HSH Nordbank AG; and
 - (b) all and any cash deposited with or managed by JP Morgan or any other party.
5. An order that the First to Fourth Defendants each pay the sums referred to below as being due as at 13 November 2009 together with interest continuing at a percentage rate per annum equal to the aggregate of the EURIBOR rate, plus 2.50 per cent, plus, a mandatory cost based on the average of rates charged by certain reference banks nominated by ABN AMRO Bank N.V., London Branch:

| | Euros |
|-----------------------------------|----------------|
| (I) HSH CAYMAN I GP LTD | 125,839,231.84 |
| (II) HSH CAYMAN 11 LTD | 58,698,396.44 |
| (III) HSH CAYMAN V GP LTD | 14,286,202.10 |
| (IV) HSH COINVEST (CAYMAN) GP LTD | 67,277,806.21 |

6. Such further or other relief as the Court shall deem appropriate.

7. Costs

**TO: HSH CAYMAN I GP LTD
HSH CAYMAN 11 LTD
HSH CAYMAN V GP LTD
HSH COINVEST (CAYMAN) GP LTD
JCF HSH (DE) GP L.P**

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, the accompanying Acknowledgement 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 ^{8th} day of December 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 Acknowledgement of Service are given with the accompanying form.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgement 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, GRAND CAYMAN KY1-1106.

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 Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words of "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 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

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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.

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Plaintiffs

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- (4) HSH COINVEST (CAYMAN) GP LTD
- (5) JCF HSH (DE) GP L.P.

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

Service of the Writ is acknowledged accordingly

Date:

_____]

Attorneys for Defendants
Address for service:

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 KY1-1104 KY1-1104 where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

Appleby
Attorneys-at-Law
Clifton House
75 Fort Street
PO Box 190
George Town
Grand Cayman KY1-1104 KY1-1104
Ref: AB/GH/07721.028

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

[Empty box for Defendant's Attorney endorsement]