

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

0025
CAUSE NO. FSD OF 2013

IN THE MATTER OF THE COMPANIES LAW (2012 REVISION) (AS AMENDED)
AND IN THE MATTER OF TANGERINE INVESTMENT MANAGEMENT LIMITED

WINDING UP PETITION

TO: THE GRAND COURT OF THE CAYMAN ISLANDS

The humble petition of Novus International Investments Limited of First Floor, 5 Dekk House, De Zippora Street, PO Box 456, Providence Industrial Estate, Mahe, Seychelles (the "Petitioner") shows that:

1. Tangerine Investment Management Limited (the "Company") was incorporated on or about 19 December 2011 as an exempted limited company under the Cayman Islands Companies Law (as amended). The Company was assigned company number 265031 and registered with the Cayman Islands Registrar of Companies on or about 19 December 2011.
2. The registered office of the Company is situated at Appleby Trust (Cayman) Ltd, PO Box 1350, Clifton House, 75 Fort Street, George Town, Grand Cayman, Cayman Islands.
3. The Petitioner believes that the principal object for which the Company was established was to provide investment management services in connection with an investment strategy based on litigation funding. It is understood that the Company provided such services to Axiom Legal Financing Fund ("Axiom") until or about November 2012 at which time Axiom is believed to have terminated its contractual relationship with the Company. Given the termination of this arrangement, it is unclear what other avenues, if any, the Company has in terms of future revenue. Axiom is itself understood to have experienced substantial liquidity problems and is the subject of certain other proceedings pending in this Honourable Court.
4. The Company is believed to have principally conducted its business in the UK.

5. On or about 14 June 2012, the Petitioner (as Seller), the Company and a related entity of the Company, Tangerine International Limited of Unit 11, Galleria Plaza, 638 West Bay Road, PO Box 30310, George Town, Grand Cayman, KY1-1202, Cayman Islands ("TIL") (as Buyer), entered into a written agreement (the "Agreement") whereby, *inter alia*, TIL would purchase the entire legal and beneficial ownership in the business of the development and management of a broker and distributor network established for the promotion of the Axiom Legal Financing Network as carried on by the Purchaser at the date of the Agreement.
6. Pursuant to clause 2.2 of the Agreement the total consideration payable was £1,750,000. Furthermore, the Buyer (TIL) requested, for cash flow purposes, that such consideration be payable in four instalments.
7. Clause 2.3 of the Agreement provides as follows:

*"The Consideration for the Business shall be **satisfied in cash and payable by TIM** [the Company], on behalf of the Buyer [TIL] as follows without deduction or set off:*

2.3.1 on Completion, by the payment to the Seller of the sum of £437,500 (four hundred and thirty seven thousand, five hundred pounds);

2.3.2 on 2nd July 2012, by the payment to the Seller of the sum of £437,500 (four hundred and thirty seven thousand, five hundred pounds);

2.3.3 on 1st October 2012, by the payment to the Seller of the sum of £437,500 (four hundred and thirty seven thousand, five hundred pounds); and

2.3.4 on 31st December 2012, by the payment to the Seller of the sum of £437,500 (four hundred and thirty seven thousand, five hundred pounds)."

(emphasis supplied).

8. Clause 16 of the Agreement provides that:

"Where any sum due to be paid under the terms of this Agreement is not paid on the due date, interest shall be payable at a rate of 10% (ten per cent.) per annum over the base rate of the Bank of England until payment."

9. The Petitioner received the first 3 instalments contemplated by clauses 2.3.1 to 2.3.3 of the Agreement on 22 and 29 June and 4 October 2012 respectively.
10. The Petitioner has not received the fourth and final instalment of £437,500 (the "Debt") from either the Company or TIL and both the Company and TIL are therefore in breach of the clear terms of the Agreement. The Debt has been due and owing since at least 31 December 2012 and the Company has no lawful basis for continuing to refuse to pay the same.
11. The Petitioner and its agents have made numerous requests to the Company, TIL and their agents seeking immediate payment of the Debt but have not received any appropriate explanation for the Company's failure to pay.
12. Based on the Company's continued failure to pay the Debt (together with applicable interest), and the cessation of the Company's only known revenue stream (i.e. its former investment management agreement with Axiom), it is clear that the Company has insufficient cash to be able to pay its debts as they fall due.
13. In the circumstances it is in any event just and equitable that the Fund should be wound up by this Court.

YOUR PETITIONER THEREFORE HUMBLY PRAYS THAT:

- (1) The Company be wound up in accordance with the Companies Law (2012 Revision) (as amended) (the "Companies Law").
- (2) David A.K. Walker and Ian Stokoe of PwC Corporate Finance & Recovery (Cayman) Limited, of 5th Floor, Strathvale House, 90 North Church Street, George Town, Grand Cayman, KY1-1104, Cayman Islands, be appointed as joint official liquidators of the Company (the "JOLs").
- (3) The JOLs be authorised to exercise any of the powers listed in the Third Schedule to the Companies Law without further sanction or intervention of the Court.
- (4) The JOLs be authorised to do any act or thing considered by them to be necessary or desirable in connection with the liquidation of the Company and the winding up of its affairs.
- (5) The JOLs do file with the Clerk of the Court a report in writing of the position of the Company and the progress which the liquidators have made with the winding up of the Company, with the realisation of its assets and in relation to any other matters connected to the winding up of the Company, at such time and in such manner as the Court may direct.
- (6) The JOLs be at liberty to appoint such counsel, attorneys, professional advisors, whether in the Cayman Islands or elsewhere, as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they may think fit and to remunerate them out of the assets of the Company.
- (7) No disposition of the Company's property by or with the authority of the JOLs in carrying out their duties and functions and exercise of their powers under this Order shall be voided by virtue of section 99 of the Companies Law.
- (8) The JOLs and their staff be remunerated for their professional services and time in accordance with Part III of the Insolvency Practitioners Regulations 2008 (as amended).
- (9) The JOLs be at liberty to apply generally.

(10) The costs of the Petition and the Petitioner be paid forthwith out of the assets of the Company on the indemnity basis.

(11) Such further or other relief be granted as the Court deems appropriate.

AND your Petitioner will ever pray etc.

DATED this 12th day of February 2013

FILED this 12th day of February 2013



WALKERS

Attorneys at Law for the Petitioner

NOTE: This petition is intended to be served on the Company at its registered office.

This petition was presented by Walkers whose address for service is 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands, Attorneys at Law for the Petitioner.

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this Petition will take place at the Law Courts, George Town, Grand Cayman on
at 10.00am.

Any correspondence or communication with the Court relating to the hearing of this Petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, Telephone 345 949 4296.