

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

0074
CAUSE NO: FSD OF 2013 ()

BETWEEN:

- (1) SAUDI NATIONAL COMMERCIAL BANK
(Limited Partner of Oryx Private Equity Partners II,
L.P. and Oryx Private Equity Partners III, L.P.)
- (2) ORYX PRIVATE EQUITY FUND, L.P.
(Limited Partner of Oryx Private Equity Partners,
L.P.)



- (1) TCP PRIVATE EQUITY II LTD
(General Partner of Oryx Private Equity Partners,
L.P.)
- (2) TCP PRIVATE EQUITY III LTD
(General Partner of Oryx Private Equity Partners II,
L.P.)
- (3) TCP-NC PRIVATE EQUITY V LTD
(General Partner of Oryx Private Equity Partners
III, L.P.)



WRIT OF SUMMONS

TO:

- (1) TCP PRIVATE EQUITY II LTD

Maricorp Services Limited, PO Box 2075 GT, #31 The Strand, 46 Canal Point Road, West Bay Road, Grand Cayman, Cayman Islands

- (2) TCP PRIVATE EQUITY III LTD

Maricorp Services Limited, PO Box 2075 GT, #31 The Strand, 46 Canal Point Road, West Bay Road, Grand Cayman, Cayman Islands

- (3) TCP-NC PRIVATE EQUITY V LTD

Maricorp Services Limited, PO Box 2075 GT, #31 The Strand, 46 Canal Point Road, West Bay Road, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 5 day of June, 2013

NOTE – This Writ may not be served later than 4 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.

The Plaintiffs' claim against the Defendants is for:

1. As regards annual management fees to 5 June 2013:
 - (a) A declaration that as at 5 June 2013, the First Defendant had received or been credited with all sums to which it was entitled as the annual management fee pursuant to clause 7.3(b) of the Limited Partnership Agreement of Oryx Private Equity Partners, L.P., dated 27 September 2005 ("the First LPA");
 - (b) A declaration that as at 5 June 2013, the Second Defendant had received or been credited with all sums to which it was entitled as the annual management fee pursuant to clause 7.3(b) of the Limited Partnership Agreement of Oryx Private Equity Partners II, L.P., dated 2 October 2006 ("the Second LPA"); and
 - (c) A declaration that as at 5 June 2013, the Third Defendant had received or been credited with all sums to which it was entitled as the annual management fee pursuant to clause 7.3(b) of the Limited Partnership Agreement of Oryx Private Equity Partners III, L.P., dated 11 June 2007 ("the Third LPA");

2. As regards annual management fees payable after 5 June 2013:
 - (a) A declaration as to the amount of annual management fees payable after 5 June 2013 pursuant with clause 7.3(b) of the First LPA in respect of the Second Plaintiff's investment in Oryx Private Equity Partners, L.P.;
 - (b) A declaration as to the amount of annual management fees payable after 5 June 2013 pursuant with clause 7.3(b) of the Second LPA in respect of the First Plaintiff's investment in Oryx Private Equity Partners II, L.P.; and
 - (c) A declaration as to the amount of annual management fees payable after 5 June 2013 pursuant with clause 7.3(b) of the Third LPA in respect of the First Plaintiff's investment in Oryx Private Equity Partners III, L.P.;

3. As regards the capital calls:
 - (a) There was no proper basis for the 21 May 2013 capital call (set out in the Capital Call No.28 and Distribution No. 8) insofar as that related to the Second

Defendant's alleged entitlement to disputed management fees in respect of Oryx Private Equity Partners II, L.P. ("the First Capital Call");

- (b) There was no proper basis for the 21 May 2013 capital call (set out in Capital Call No.18 and Distribution No. 8 insofar as that related to the Third Defendant's alleged entitlement to disputed management fees in respect of Oryx Private Equity Partners III, L.P. ("the Second Capital Call");

4. As regards the removal of the First to Third Defendants as General Partners of Oryx Private Equity Partners, L.P., Oryx Private Equity Partners II, L.P. and Oryx Private Equity Partners III, L.P., respectively:

- (a) There is cause, pursuant to clause 6.5 of the First LPA, for the removal of the First Defendant as General Partner of Oryx Private Equity Partners, L.P.;
- (b) There is cause, pursuant to clause 6.5 of the Second LPA, for the removal of the Second Defendant as General Partner of Oryx Private Equity Partners II, L.P.; and
- (c) There is cause, pursuant to clause 6.5 of the Third LPA, for the removal of the Third Defendant as General Partner of Oryx Private Equity Partners III, L.P.;

5. Such ancillary orders and directions as may be required to give effect to the declarations set out above.

6. Interest pursuant to section 34 of the Judicature Law (2007 Revision) on such sums as are found due to the Plaintiffs and for such rate and for such period as the Court thinks fit;

7. Such further or other relief as the Court thinks fit; and

8. Costs.

Walkers

WALKERS

Attorneys at Law for the Plaintiffs

This Writ is issued by Walkers, Attorneys at Law, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, for the Plaintiffs whose address for service is care of their said Attorneys at Law.

**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, P.O. 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO: FSD OF 2013 ()

BETWEEN: (1) SAUDI NATIONAL COMMERCIAL BANK
(Limited Partner of Oryx Private Equity Partners II,
L.P. and Oryx Private Equity Partners III, L.P.)
(2) ORYX PRIVATE EQUITY FUND, L.P.
(Limited Partner of Oryx Private Equity Partners,
L.P.)

PLAINTIFFS

AND: (1) TCP PRIVATE EQUITY II LTD
(General Partner of Oryx Private Equity Partners,
L.P.)
(2) TCP PRIVATE EQUITY III LTD
(General Partner of Oryx Private Equity Partners II,
L.P.)
(3) TCP-NC PRIVATE EQUITY V LTD
(General Partner of Oryx Private Equity Partners
III, L.P.)

DEFENDANT

**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

[Attorney for] the Defendant

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
190 Elgin Avenue
George Town
Grand Cayman KY1-9001

Ref: CW/SW/121325

Indorsement 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 indorsement]