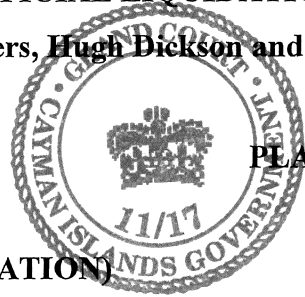


IN THE GRAND COURT OF THE CAYMAN ISLANDS

103
CAUSE NO. of 2018

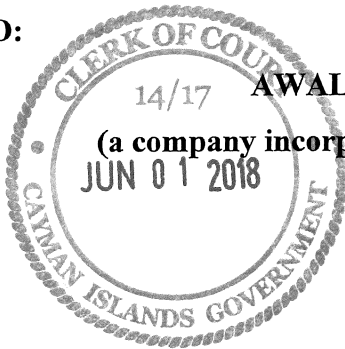
BETWEEN:

SAAD INVESTMENTS COMPANY LIMITED (IN OFFICIAL LIQUIDATION)
(acting by its Joint Official Liquidators, Stephen John Akers, Hugh Dickson and Mark Byers)



PLAINTIFF

AND:



AWAL BANK BSC (IN ADMINISTRATION)
(a company incorporated under the laws of the Kingdom of Bahrain)

DEFENDANT

WRIT OF SUMMONS

TO: Awal Bank BSC (in Administration) whose address for service is Charles Russell Speechlys LLP, Floor 24 Bahrain World Trade Centre, East Tower Isa A1 Kabeer Avenue, Manama, Bahrain

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, P.O. Box 495G, 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 day of June 2018.

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 Plaintiff (“**SICL**”) was at all material times an investment company incorporated in the Cayman Islands, with its registered office at Ugland House, PO Box 309, Grand Cayman KY1-1104. By Order dated 18 September 2009, SICL was placed into compulsory liquidation and Stephen John Akers, Hugh Dickson and Mark Byers (together, the “**JOLs**”) were appointed as its Joint Official Liquidators.
2. The Defendant (“**Awal**”) was at all material times a bank organised under the laws of the Kingdom of Bahrain, with its registered office at The Manama Centre, Government Avenue, PO Box 1735, Manama, Bahrain. By Resolution No. 38 of 2009, the Governor of the Central Bank of Bahrain placed Awal in administration, and by Resolution No. 44 of 2009, appointed Charles Russell LLP (now known as Charles Russell Speechlys LLP) as Awal’s External Administrator and Foreign Representative (the “**External Administrator**”). By Order dated 16 November 2009, *inter alia*, the Grand Court of the Cayman Islands (i) recognised the right of the External Administrator to act in the Cayman Islands on behalf of and in the name of Awal; and (ii) enjoined the commencement and stayed the continuation of legal proceedings against Awal (the “**Administration Moratorium**”).
3. This claim relates to the assets set out in the Schedule and certain other assets. Such assets are each assets which are or were held by, or on behalf of, or in the name of (a) SICL or (b) the JOLs acting as joint official liquidators of SICL (as the case may be). References herein to “**the Assets**”:
 - 3.1. Includes each of the assets set out in the Schedule, as well as any other asset that (a) is or was held by, or on behalf, or in the name of SICL or the JOLs acting as joint official liquidators of SICL and (b) Awal contends is or was held by SICL on trust for Awal or otherwise beneficially owned by Awal; and
 - 3.2. Includes any proceeds, income or profit derived from such assets or product of such assets or any other asset that has been exchanged for or substituted for such assets from time to time.

4. In circumstances where this claim relates to the Assets, it is a claim *in rem*. Accordingly, it is not a claim which is capable of being brought against Awal in its administration and is not therefore a claim to which the Administration Moratorium applies.
5. Alternatively and without prejudice to the position set out in paragraph 4 above, if the Administration Moratorium applies to this claim, it is not a claim which is capable of being disposed of within the administration of Awal and SICL ought to have leave to commence these proceedings against Awal.
6. SICL seeks the following relief:
 - 6.1. To the extent that it is necessary or required, an Order granting SICL leave to commence these proceedings against Awal subject to such terms as this Honourable Court may impose.
 - 6.2. A declaration that the Assets are (or were at all material times) owned absolutely by SICL and are not (or were not at any material time) held on trust by SICL for Awal.
 - 6.3. Consequent on paragraph 6.1 above, Orders for the transfer or payment to SICL of the Assets absolutely.
 - 6.4. Alternatively a declaration that if, contrary to its principal case, SICL held or holds the Assets or any part of them on trust for Awal, SICL is or would be entitled in any event to indemnify and reimburse itself out of the Assets in respect of:
 - 6.4.1. All liabilities, costs and expenses incurred or discharged by SICL in connection with the acquisition and/or financing and/or administration and/or investment and/or holding of the Asset concerned (the “**Liabilities**”);
and
 - 6.4.2. Interest from the date of payment by SICL of any such Liabilities, at the rate that was otherwise payable in respect of such Liabilities, alternatively such rate as this Honourable Court thinks fit, to the date of SICL’s reimbursement for the same.
 - 6.5. An order for the payment to SICL of such amount as is necessary to reimburse SICL in respect of the Liabilities and interest as aforesaid, including payment out of the Assets.

- 6.6. Further or alternatively, interest, pursuant to section 34 of the Judicature Law, alternatively under the Court's inherent jurisdiction, on all sums found due to SICL, at such rate and for such period as the Court thinks fit.
- 6.7. Such further or other relief, orders, accounts, inquiries and directions as this Honourable Court thinks fit.
- 6.8. That provision be made for the costs of this claim.

AND the Plaintiff claims:

- (1) To the extent it is necessary or required, an Order for leave to commence these proceedings, as aforesaid;
- (2) Declarations, as aforesaid;
- (3) Orders for reimbursement and payment, as aforesaid;
- (4) Interest, as aforesaid;
- (5) Further or other relief, orders, accounts, inquiries and directions;
- (6) Costs.

DATED the 1st day of June 2018

Walkers

WALKERS

Attorneys At Law for the Plaintiff

THIS WRIT was issued by Walkers, Attorneys at Law for the Plaintiff, whose address for service is 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands.

Schedule of Assets

Equities

1. Arab Bank PLC – JOD
2. Bank of China Limited
3. Business Mortgage 151138
4. China Citic Bank Corp Limited
5. Industrial & Commercial Bank of China
6. Petra Diamonds
7. Proton Power Systems
8. Reneuron Group PLC ORD
9. Toumaz Holdings Limited

Private equities

10. Apollo Investments Fund VI Private Investors Offshore, LP
11. Charterhouse Capital Partners VIII LP No 1.2
12. Citigroup Venture Capital International Growth Partnership (Cayman), LP
13. FF&P Investor II LP Fund held through FF&P Private Equity Limited
14. Inter-Asia Capital IV
15. MVC III Porton FD (Sub-Fund of Porton Capital Technology Funds)
16. Permal PVT Equity Holdings IV FTE Limited
17. Pomona Capital VI Fund Investors, L.P.
18. RCP Fund III LP

Hedge fund investments

19. Green Way Special Opportunities Fund

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD of 2018

BETWEEN:

SAAD INVESTMENTS COMPANY LIMITED (IN OFFICIAL LIQUIDATION)
(acting by its Joint Official Liquidators, Stephen John Akers, Hugh Dickson and Mark Byers)

PLAINTIFF

AND:

AWAL BANK BSC (IN ADMINISTRATION)
(a company incorporated under the laws of the Kingdom of Bahrain)

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 pay the costs of applying to set it aside. information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes

no

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*)

no

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in person]

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
KY1-9001
190 Elgin Avenue
George Town, Grand Cayman

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]

**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.
2. After completion it must be delivered or sent by post to the Courts Office, PO Box 495GT, George Town, Grand Cayman.
3. 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).
4. 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.
5. 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.
6. If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
7. 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 Court's 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 Court's office.