



**THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION**

**FSD CAUSE NO. FSD                      OF 2023 (    )**

**IN THE MATTER OF SECTION 22 OF THE EXEMPTED LIMITED PARTNERSHIP ACT (2021 REVISION)**

**BETWEEN    WHITE CRYSTALS LTD.    PLAINTIFF**

**AND    IGCF GENERAL PARTNER LIMITED    DEFENDANT**

**ORIGINATING SUMMONS**

**TO:    IGCF GENERAL PARTNER LIMITED** of Trident Trust Company (Cayman) Limited, One Capital Place, P.O. Box 847, Grand Cayman, KY1-1103, Cayman Islands.

**LET THE DEFENDANT**, within 14 days after service of this Summons on him, counting the day of service, return the accompanying Acknowledgment of Service to the Courts office, P.O. Box 495G, George Town, Grand Cayman.

**BY THIS SUMMONS**, which is issued on the application of **WHITE CRYSTALS LTD.** of 89 Nexus Way, 2<sup>nd</sup> Floor, Camana Bay, Grand Cayman, KY1-1205, Cayman Islands, the Plaintiff seeks the following relief against the Defendant, namely an Order pursuant to section 22 of the Exempted Limited Partnership Act (2021 Revision) that:

1.    The Defendant shall provide and/or produce to the Plaintiff true and full information regarding the state of the business and financial condition of the Infrastructure and Growth Capital Fund L.P by reference to the Information (as defined in Schedule 1 and further particularised in Schedule 2 to this originating summons) sought by the Plaintiff in its request for information made pursuant to section 22 of the Exempted Limited Partnership Act (2021 Revision) by letter to the Defendant dated 4 June 2023, forthwith.
2.    Such further or ancillary relief as the Court thinks fit.
3.    An order that the Defendant pay the Plaintiff's costs of and incidental to this originating summons to be taxed, if not agreed, on an indemnity basis.

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**THIS SUMMONS** was **FILED** by **Bedell Cristin Cayman Partnership**, attorneys for the Plaintiff, whose address for service is 18 Forum Lane, Suite 5305, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands.

If the Defendant does not acknowledge service, such judgment may be given or order made against or in relation to him as the Court may think just and expedient.

**DATED** the 21<sup>st</sup> day of June 2023.



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**BEDELL CRISTIN**  
**PLAINTIFF'S ATTORNEY-AT-LAW**

NOTE - This Summons 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 that date unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

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**SCHEDULE 1****Further Particulars**

1. The Plaintiff is an Exempted Company incorporated under the laws of the Cayman Islands with its registered office at 89 Nexus Way, 2<sup>nd</sup> Floor, Camana Bay, Grand Cayman, KY1-1205, Cayman Islands and with registration number 83707.
2. The Defendant is IGCF General Partner Limited (the "**Fund GP**" / the "**Defendant**"). The Fund GP is an Exempted Company incorporated under the laws of the Cayman Islands with its registered address at Trident Trust Company (Cayman) Limited, One Capital Place, P.O. Box 847, Grand Cayman, KY1-1103, Cayman Islands.
3. The Plaintiff is a Limited Partner in the Cayman Islands Exempted Limited Partnership created on 12 July 2006 under the name The Infrastructure and Growth Capital Fund L.P (the "**IGCF Fund**"). The Fund GP is the General Partner of the IGCF Fund.
4. The terms of the IGCF Fund partnership are set out in the Restated Deed of Limited Partnership dated 17 November 2006 made between the Fund GP and each of the Limited Partners of IGCF Fund (the "**Partnership Agreement**").
5. In its capacity as a Limited Partner of the IGCF Fund, the Plaintiff has certain statutory rights to information under *inter alia* section 22 of the Exempted Limited Partnership Act (2021 Revision) (the "**ELP Act**"). Section 22 of the ELP Act provides:

*"Subject to any express or implied term of the partnership agreement, each limited partner may demand and shall receive from a general partner true and full information regarding the state of the business and financial condition of the exempted limited partnership."*

6. On 4 June 2023, the Plaintiff wrote to the Fund GP (the "**s.22 Letter**") requesting information and, where necessary, the production of various categories of documents in

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relation to the state of the IGCF Fund's business and/or its financial condition (the "**Information**") pursuant to its rights under section 22 of the ELP Act. The specific requests for Information are set out at Schedule 2 to this Originating Summons.

7. The Fund GP acknowledged the s.22 Letter by way of correspondence dated 5 June 2023, in which it stated only that it would "*review*" the Plaintiff's requests for the Information.
8. On 16 June 2023, the Plaintiff sent the Fund GP a further letter in which it noted that the Information had not been provided or produced and that no substantive response to the s.22 Letter had been provided by the Fund GP. Accordingly, the Plaintiff stated that: "*[t]he fact that no response has been given whatsoever after 2 working weeks indicates to us that no response is intended at all. We, therefore, intend to now take such action as is available to us in order to enforce our rights under Section 22 of the [ELP Act] without further reference to you.*"
9. On 20 June 2023, the Fund GP wrote in response to the Plaintiff's letter dated 16 June 2023. In its letter, the Fund GP stated that *inter alia* that: (a) the Plaintiff had failed to confirm that it had in the past and continues to comply with clause 11.12 (use of Confidential Information) of the Partnership Agreement; (b) that the Fund GP has obligations to keep partnership material confidential and that it cannot release information to a Limited Partner who has breached or intends to breach its confidentiality obligations under the IGCF Fund's Partnership Agreement, (c) that the "*natural inference*" is that Plaintiff's request for the Information was being pursued for "*an improper purpose*"; and (d) the Plaintiff had failed to provide proper notice of its request for the Information.
10. On 21 June 2023 the Plaintiff responded to the Fund GP pointing out that (i) Section 22 of the ELP Act confers on the Plaintiff (in its capacity as a Limited Partner of the IGCF Fund) a substantive legal right to demand from and to be provided with by the Fund GP the

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Information provided only that the requested Information falls within the wide ambit of section 22 of the ELP Act (ii) notably, there has been no contention by the Fund GP that the Information requested does not fall within the ambit of section 22 of the ELP Act with the Fund GP's only stated reasons for not providing the Information in accordance with its statutory duties being that it is "*concerned*" that the Plaintiff has or intends to breach its confidentiality obligations under the Partnership Agreement and, further, that insufficient notice of the request for the Information was given by the Plaintiff (iii) the Plaintiff does not accept, therefore, that such reasons given by the Fund GP are well-founded and, in any event, do not obviate the Fund GP's obligation to provide the Information requested by the Plaintiff under section 22 of the ELP Act.

11. As at the date of this Originating Summons, the Fund GP has failed to provide or produce any of the Information requested in the s.22 Letter, nor has the Fund GP provided any substantive response to the s.22 Letter (save for a refusal to provide the Information in its letter dated 20 June 2023). Many of the requests made by the Plaintiff in the s.22 Letter were straightforward in nature and the documents requested would have (or ought to have been) readily available to the Fund GP. Therefore, as noted in the Plaintiff's letter dated 16 June 2023, the Fund GP's failure to provide the Information within the time afforded (amounting to over two working weeks) indicates that the Fund GP does not intend to provide the Information at all.
12. The Plaintiff submits that the Fund GP's failure to provide the Plaintiff with the Information requested in the s.22 Letter amounts to a clear and obvious breach of the Fund GP's obligations to the Plaintiff under section 22 of the ELP Act.

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**Schedule 2****The Information requested by the Plaintiff pursuant to section 22 of the Exempted Limited Partnership Act (2021 Revision)****A. Overarching Timeline**

1. White Crystals is concerned that there is evidently an undisclosed relationship that exists between the GP and/or its directors and one or more of Mr Chishty, SVGL and/or AsiaPak. We are concerned about that relationship because the GP has entered into related party transactions which appear to be self-serving, not in the interests of LPs as a whole and which the GP has failed to disclose. By way of example only:
  - a. It is clear that the GP has a relationship with Mr. Chishty, SVGL and/or AsiaPak that pre-dates July 2022. Instead, on 4 July 2022, the GP wrote to select LPs introducing SVGL and explaining that SVGL would be making an offer to acquire certain LP stakes. The GP has failed to explain any information as to why or how it was appropriate for the GP to engage with Mr. Chishty, SVGL and/or AsiaPak.
  - b. On 5 July 2022, the SVGL wrote to selected LPs offering to acquire their stakes. That offer included details of the value of IGCF as at 30 June 2022. However, that figure was only provided to LPs on 4 July 2022. As SVGL's offer was based upon the valuation as at 30 June 2022, the GP must have provided that figure to SVGL before it was provided to LPs.
  - c. On 6 July 2022, the GP apparently drew down \$1 million from an existing financing facility that it had entered into with Asiapak. The Facility Agreement was not disclosed to LPs in either the GP's letter dated 4 July 2022 or SVGL's letter dated 5 July 2022. Further, the LPs still have no information about when the GP entered into the Facility Agreement, why the Facility Agreement was entered into, the terms of the Facility Agreement or what the substantial funds drawn down under the Facility Agreement have been used for. These questions are all the more significant given IGCF should have been wound up many years ago.
2. The information demanded in this letter is intended to enable White Crystals to understand the business of the fund. The demands are focused on the information contained in the GP Report but are asked in the context of the above timeline.

**B. Acquisition by Sage Venture Group Limited ("SVGL") of LPs' Stakes**

3. Sub-Section D on page 4 of the GP Report states that, on 4 July 2022, the GP wrote to "*a number of Limited Partners [...] regarding a proposed transaction whereby [Sage Venture*

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*Group Limited] SVGL would seek to acquire up to 50% of the LP units” of IGCF. The GP Report also states that, following the decision of the Grand Court of Cayman on 14 October 2022, “SVGL began to execute bi-lateral transactions with LPs to acquire their LP stake”. These statements raise a number of critical questions and concerns that are not addressed, or not adequately addressed, and which require urgent and detailed clarification. Specifically:*

- a. We understand that none of Mr Chishty, SVGL, AsiaPak or any of their affiliates were LPs in IGCF prior to 2022. Please confirm.
- b. On what date did the GP (or any of its directors) first approach, or when was the GP (or any of its directors) first approached by, Mr Chishty, SVGL, AsiaPak and/or any of their affiliates?
- c. What were the specific reason(s) for that initial approach and by whom was it made?
- d. On how many occasions did the GP (or any of its directors) interact with Mr Chishty, SVGL, AsiaPak and/or any of their affiliates prior to 4 July 2022 (being the day on which you wrote to certain LPs to introduce SVGL)?
- e. What agreements or understandings existed between the GP, Mr Chishty, SVGL, AsiaPak and/or any other parties with respect to the proposed transaction referred to in the GP’s letter dated 4 July 2022 prior to that letter being sent?
- f. What was the commercial rationale for each of the agreements or understandings identified in your answer to the previous question?
- g. The GPs letter dated 4 July 2022 and the SVGL letter dated 5 July 2022 were sent to a select number of LPs. The GP and SVGL did not, for example, send their letters to White Crystals. In that context:
  - i. Did the GP provide SVGL with the names and details of the LPs? If so, please provide a copy of the information provided to SVGL.
  - ii. Why did the GP and/or SVGL not send the 4 and 5 July 2022 communications to all LPs?
  - iii. On what basis did the GP and/or SVGL select the LPs that would receive the 4 and 5 July 2022 letters?
  - iv. How many LPs have accepted SVGL’s offer to acquire LP stakes?

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- h. The GP Report states that SVGL's acquisition of the LP stakes was subject to a "number of conditions precedent, including the acquisition of AIML's GP ownership".
- i. Please confirm the current directors, members and UBOs of SVGL?
  - ii. Why was it a condition precedent to SVGL's acquisition of the LP stakes that SVGL have ownership or control of the GP?
  - iii. Other than the acquisition of AIML's GP ownership, what were those conditions precedent?
  - iv. What was the commercial rationale for each of those other conditions precedent?
  - v. Have all conditions precedent now been satisfied?
  - vi. What percentage of LP interests in IGCF does SVGL now own?
- i. Sub-Section E on page 5 of the GP Report acknowledges that IGCF reached the end of its term on 31 December 2018 and "*commenced its winding up*". In that or any other context:
- i. Did the GP obtain advice about the legality of transferring LP stakes during the winding up period? If so, from whom was that advice obtained? If not, on what basis did the GP consider it lawful or appropriate to transfer those LP stakes during the winding up period.
  - ii. Confirm the basis on which the GP and its directors considered it appropriate, and indeed lawful, to: (i) accept SVGL as a new LP in IGCF; (ii) agree to transfer LP stakes to SVGL; and (iii) allow SVGL to acquire a "significant minority"<sup>1</sup> of IGCF's existing LPs.
4. Please provide copies of the following documents:
- a. The current Register of Directors and Register of Members of the GP and the latest and current UBO Report.

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<sup>1</sup> As confirmed in sub-section D on page 4 of the GP Report.

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- b. All written correspondence between the GP and the JOLs of AIML regarding an actual or potential transaction between SVGL and AIML that would or might alter the ownership of the GP.
- c. All file notes, memoranda, recordings, or other documents that record the substance of communications (including but not limited to telephone or videoconferences) between the GP and AIML regarding an actual or potential transaction between SVGL and AIML that would or might alter the ownership of the GP.
- d. All contracts, agreements or understandings between two or more of the GP, SVGL and/or the JOLs of AIML regarding an actual or potential transaction between SVGL and AIML that would or might alter the ownership of the GP (including the document(s) containing the conditions precedent referenced in the GP Report).
- e. The Sanction Application and evidence in regard to that Sanction Application pursuant to which the Grand Court of Cayman sanctioned the sale by the AIML Joint Official Liquidators of AIML's shareholding in the IGCF GP and if not included in the evidence in regard to that Sanction Application a copy of the Agreement for sale by the AIML Joint Official Liquidators of AIML's shareholding in the IGCF GP.
- f. Any and all legal advice obtained by the GP relating to what IGCF and the GP is permitted to do during the winding up phase of the fund.

### C. The SVGL Transaction

- 5. Sub-Section C on page 4 of the GP Report records SVGL's "*acquisition of the 75.5% GP shareholding from AIML*" and the "*acquisition of the 24.5% GP shareholding owned by Ithmaar Holdings B.S.C.*" on 17 and 27 October 2022, respectively. That sub-section also confirms that, following SVGL's acquisition, Darin Baur and Shaheryar Chishty were appointed as directors on 21 November 2022 (i.e., approx. three weeks after the acquisition). We understand that Mr Chishty is the Chief Executive Officer (CEO) of AsiaPak, which in turn wholly owns SVGL.
- 6. These acquisitions constitute a wholesale change to the management of IGCF (and therefore to our interests as a LP in IGCF) and were undertaken, and seemingly approved, by you without any consent of, or even timely prior notification to, us or LPs generally. This raises a number of critical questions, which also require urgent clarification – namely:

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- a. What documents and information did the GP provide to Mr Chishty, SVGL, AsiaPak and/or any other parties in anticipation of SVGL's acquisition.
  - b. How did the GP select which LPs to inform of SVGL's acquisition.
  - c. Why the GP did not inform all LPs about SVGL's acquisition.
  - d. The dates of all meetings at which the GP discussed SVGL's acquisition with Mr Chishty directly or any other representatives of affiliates of Mr Chishty, SVGL and/or AsiaPak.
  - e. Why the GP considers that SVGL's acquisition of the GP was in the best interests of IGCF and the LPs in IGCF.
  - f. Why the GP considered the appointment of Messrs Chishty and Baur as directors of the GP was appropriate and in the best interests of IGCF and the LPs.
  - g. Whether the GP was aware that many multi-national corporations refuse to do business with Mr Chishty, SVGL, AsiaPak and/or their affiliates<sup>2</sup> and, if so, why the GP considers this was not brought to its attention during its due diligence checks prior to SVGL's acquisition.
  - h. What, if any, information did and does the GP have about Mr. Chishty's relationship with the Government of Pakistan and/or Shanghai Electric?
7. We also demand copies of the following documents:
- a. Any minutes or notes of meetings or other interactions between GP and/or its directors with Mr Chishty, SVGL, AsiaPak and/or any of their affiliates in respect of SVGL's acquisition.
  - b. Any due diligence reports and similar documents which the GP prepared or had prepared on behalf of the GP in respect of SVGL's acquisition.
  - c. Copies of all contracts entered into by the GP / IGCF with Messrs Chishty and Baur, SVGL, AsiaPak and/or any of their affiliates.

**D. IGCF's Investment in KES Power Limited ("KESP")**

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<sup>2</sup> Including, by way of example, Yum! Brands (the owner of the Pizza Hut brand in Pakistan).

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8. Page 15 of the GP Report provides an update on IGCF's investment in KESP as well as a number of assumptions for your estimated value of that investment. It also refers to the GP's consideration of "*alternative structures to monetize and or distribute the value related to [KESP] to [IGCF's] LPs*". IGCF's investment in KESP is critical to IGCF's overall performance and success, such that we take a particular interest in all matters relating to that investment.
9. On that basis, we demand the following information:
  - a. We understand that there is an agreement between Shanghai Electric and KESP for the sale of KESP's stake in Karachi Electric. Please confirm that the GP is committed to completion under that agreement.
  - b. A detailed description of which "*alternative structures to monetize and or distribute the value related to [KESP]*" are currently under consideration.
  - c. Whether the GP sought professional advice in respect of the valuation of IGCF's investment in KESP and, if so, from whom.
10. We also demand copies of the following documents:
  - a. All valuation calculations and/or reports in respect of IGCF's investment in KESP.
  - b. Copies of any correspondence Shanghai Electric Power's proposed acquisition of KESP.
  - c. Copies of any and all documents that detail the alternative structures under consideration with respect to the monetization and/or distribution of value related to KESP.
  - d. Copies of any and all documents evidencing the GPs business plan (or equivalent) with respect to KESP.

#### E. Facility Agreement

11. Sub-Section F on page 5 of the GP Report states that IGCF entered into a US\$4 million loan from AsiaPak (the "**Facility**"), being SVGL's parent company and of which Mr Chishty is the CEO. The GP Report also confirms that IGCF subsequently borrowed a further US\$500,000 from AsiaPak in early 2023 and that, prior to entering into the Facility, IGCF "*evaluated multiple funding options*".

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12. This transaction, particularly given that IGCF is currently being wound down, gives rise to a number of concerns which require urgent clarification. In particular:
- a. Why, and precisely when, the Facility was entered into.
  - b. Please detail the “*multiple funding options*” that were evaluated prior to entering into the Facility, including:
    - i. The identity of those alternate funder(s);
    - ii. The structure and terms of the alternate funding;
    - iii. Why each alternative funding option was discounted in favour of the Facility.
  - c. How and why AsiaPak had an “*understanding of [IGCF’s] assets and liquidity*” prior to the date of the Facility.
  - d. Explain the “*flexibility*” offered in the Facility and why AsiaPak was willing to offer that “*flexibility*” when other financiers were not.
  - e. What information the GP provided to AsiaPak which was not also provided to other potential funding providers.
  - f. Why the GP provided information to AsiaPak which was not also provided to other potential funders.
  - g. The precise nature of the amendment to the Facility on 22 March 2023.
  - h. Whether there have been any drawdowns under the Facility other than:
    - i. US\$1 million on 6 July 2022; and
    - ii. US\$500,000 in early 2023.
  - i. In respect of each drawdown, we require an explanation of:
    - i. Into which account(s) the drawdown was paid; and
    - ii. The specific purposes for which each drawdown was utilised.

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- j. Given IGCF's present cash position, how and when does the GP intend to repay the Facility?
13. We also demand copies of the following documents:
- a. Communications with AsiaPak (or its representatives) prior to the date of the Facility Agreement and the equivalent communications with the alternate funders considered by the GP;
  - b. The Facility Agreement;
  - c. Documents recording the March 2023 (and any other) amendment(s) to the Facility; and
  - d. All documents evidencing the drawdowns (including the account(s) into which the drawdowns were paid) under the Facility and any amendment(s) thereto and the purpose(s) of those drawdowns.

**F. Cynergy (formerly known as Byco)**

14. Pages 9 and 10 of the GP Report detail, albeit in vague terms, the GP's considerations as regards IGCF's investment in Cynergy and what appears to be the disposal of that investment purportedly in "*the best interest of IGCF*", the consideration for which is apparently being held in escrow in Pakistan for an indeterminable period of time.
15. Accordingly, given the importance of this transaction to our interest in IGCF, and the questions arising out of the vagueness with which it is described in the GP Report, we demand the following information:
- a. The basis of the GP's conclusion that its valuation of IGCF's investment was one "*solely based on the Cnergyico Mauritius Incorporated ("CMI") cash held for IGCF Oil & Gas Limited ("IOG") along with a discount against the cash*".
  - b. Whether the GP sought professional advice on the valuation of IGCF's Cynergy investment and if so, from whom, and if not, why not.
  - c. Why the "*GP determined it was in the best interest of [IGCF] to enter into a new alternative transaction*" and what that alternative transaction is?
  - d. Why it was necessary for the consideration to be held "*under an escrow arrangement*"?

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- e. What steps are now necessary to “repatriate” the consideration to the Cayman Islands and which of those steps have been undertaken?
  - f. How long this repatriation process is anticipated to take and which advisors are assisting the GP in respect of that repatriation?
16. We also require demand copies of the following documents:
- a. Copies of the contractual documentation detailing IGCF’s disposal of its investment in Cynergy.
  - b. Copies of documentation detailing the terms of the escrow arrangement, including the relevant account details, pursuant to which the consideration is now being held.
  - c. Copies of any and all other documents relating to the disposal of IGCF’s interest in Cynergy.

#### **G. KPMG Claim – Dubai**

17. Page 21 of the GP Report notes that in March 2023 a court in Dubai awarded IGCF damages against KMPG totalling almost US\$232 million plus costs.
18. Please provide a copy of that judgment.

#### **H. GP’s Expenses**

19. Page 22 of the GP Report records fees of US\$2.1 million relating to “*Conflict Director / A&M Forensic and Financial Advisor Support Services*”. It is entirely unclear to us what these fees (and, in particular, fees of such a magnitude) could reasonably relate to given the information contained elsewhere with in the GP Report and the current status of IGCF.
20. Accordingly, and in order to assess this issue properly, we demand clarification of the following:
- a. A detailed description of the work that has been undertaken by the “*Conflict Director / A&M Forensic and Financial Advisor Support Services*”.
  - b. Why the GP considers the fees charged by “*Conflict Director / A&M Forensic and Financial Advisor Support Services*” are reasonable and properly chargeable by reference to the scope of work undertaken.

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- c. In light of the on-going substantial cost incurred by “*Conflict Director / A&M Forensic and Financial Advisor Support Services*”, please also provide the same information in respect of the US\$11.4 million in fees incurred “*since inception*” as also recorded at page 22 of the GP Report.
21. We also demand copies of the following documents:
  - a. All invoices issued in respect of “*Conflict Director / A&M Forensic and Financial Advisor Support Services*”.
  - b. Copies of all engagement letters entered into between the GP and/or IGCF with Duff & Phelps and Alvarez & Marsal.

**I. Further Financial Matters**

22. The matters set out above are of particular concern to us as an LP in IGCF, such that it is necessary for us to obtain a comprehensive understanding of the current financial situation of both the GP and IGCF. This will allow us, among other things, to evaluate the impact of the matters set out about on our interest in IGCF.
23. We therefore demand that you:
  - a. Explain the basis on which the GP continues to incur costs on behalf of IGCF and charge for those costs.
  - b. Confirm the nature of any fee arrangements, whether for directorships or any other matters, with Mr Chishty, SVGL, Mr Skelton, Mr McDonald and any other individual.
  - c. Provide a list of all bank accounts held by the GP and IGCF and in respect of each account:
    - i. Confirm at which bank and in which country the account is held;
    - ii. Confirm the current balance held on each account; and
    - iii. Provide a copy of the latest bank statement for each account.
  - d. As to page 7 of the GP Report, and the statement that certain information in the GP Report has been prepared based on AIML’s records without being verified by the GP and remains under investigation by the GP, confirm:

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- i. When the investigation into those records started;
  - ii. The current status of that investigation; and
  - iii. When the GP intends to conclude that investigation and to present its findings to the LPs.
- e. As to page 15 of the GP Report, and the statement regarding a claim relating to receivables totalling US\$84 million, provide:
  - i. A detailed analysis of each of the claims comprising the overall US\$84 million figure; and
  - ii. A structure chart evidencing which entities claim which receivable from which entity.

**J. Legal Advice**

24. A competent and reasonable GP would obtain appropriate professional advice in respect of many of the matters raised in this correspondence. We therefore demand that you confirm to the extent not covered by our questions above:
  - a. Whether the GP obtained legal advice in respect of the transactions set out above;
  - b. The actions taken by the GP in reliance on that advice; and
  - c. From whom that advice was obtained.
25. Furthermore, please confirm whether the GP has, during the period 2022 to 2023, instructed and/or funded any legal advisors on behalf of any other entity and, if so:
  - a. Which entity.
  - b. In respect of what scope of work.
  - c. At what cost.

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