



ID COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

FSD CAUSE NO: CAUSE NO ____ OF 2025 (____)

**IN THE MATTER OF: THE EXEMPTED LIMITED PARTNERSHIP ACT
(2025 REVISION)**

**AND IN THE MATTER OF: DRAGON CAPITAL FUND I L.P. (IN
VOLUNTARY LIQUIDATION)**

**BETWEEN: CHINA CINDA (HK) ASSET MANAGEMENT
CO., LTD.**

(a company incorporated in Hong Kong)

PETITIONER

**AND: DRAGON GP PARTNER CO, AS GENERAL
PARTNER OF DRAGON CAPITAL GENERAL
PARTNER L.P., AS VOLUNTARY LIQUIDATOR
OF DRAGON CAPITAL FUND I L.P. (IN
VOLUNTARY LIQUIDATION)**

RESPONDENT

PETITION FOR COURT SUPERVISION

To the Grand Court

The humble petition of China Cinda (HK) Asset Management Co., Ltd., of 12th floor, AIA Central, 1 Connaught Road Central, Central, Hong Kong (the "**Petitioner**"), a limited partner of Dragon Capital Fund I L.P. (In Voluntary Liquidation) (the "**Partnership**") shows that:

A. INTRODUCTION

1. The voluntary liquidation of Partnership commenced on 14 April 2023, pursuant to section 10.1 of its Amended and Restated Agreement of Exempted Limited Partnership, dated 28 August 2020 (the "**LPA**").
2. The Partnership's general partner, Dragon Capital General Partner L.P. (the "**General Partner**"), was designated to act as the voluntary liquidator of the Partnership upon the commencement of its voluntary liquidation, pursuant to section 10.2 of the LPA:

"Upon an Event of Dissolution and the necessary filings in according [sic] with the Law [sic], the Partnership shall be wound up and shall cease to engage in further business, except to the extent necessary to perform existing contracts and preserve the value of its assets, and (subject to the Act) the General Partner shall wind up its affairs and liquidate its assets (including, if applicable, by means of the distribution in kind of any Marketable Securities in accordance with Section 6.3 hereof, or the distribution in kind of any Non-Marketable Securities). During the course of the winding up and liquidation of the Partnership, the Partners shall continue to share Net Income, Net Losses and other separate items as provided in this Agreement and, subject to the Act, all of the provisions of this Agreement shall continue to bind the parties and apply to the activities of the Partnership (including the distribution provisions of Section 6.1 hereof), except as specifically provided to the contrary." [emphasis added]

3. The General Partner consented to act as the voluntary liquidator of the Partnership (thereafter, the "**Voluntary Liquidator**"), pursuant to the Winding Up Resolutions (defined below) on or around 22 March 2023.
4. The Petitioner, one of the limited partners of the Partnership (collectively, "**Limited Partners**"), presents this Petition seeking orders and directions for the voluntary liquidation of the Partnership to continue under the supervision of this Honourable Court, and for the appointment of Margot MacInnis, of Grant Thornton Specialist Services (Cayman) Limited and Chow Tsz Nga Georgia, of Grant Thornton Recovery & Reorganisation Limited, to act as the joint official liquidators of the Partnership (the

"JOLs"), along with such other orders and directions as many be necessary or desirable to give effect to the same, pursuant to sections 36(3)(g) and 36(13) of the Exempted Limited Partnership Act (2025 Revision) (the "**Act**").

B. BACKGROUND

5. The Partnership is an exempted limited partnership established and registered in the Cayman Islands on 26 November 2014 under the laws of the Cayman Islands with registered number OG-80265. Its registered office is held with Intertrust Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands ("**Intertrust**").
6. The Partnership commenced operations on 9 April 2015, with its initial closing date being 14 April 2015 (the "**Initial Closing Date**"). Pursuant to section 2.6 of the LPA, the "*Purpose and Scope*" of the Partnership was "*to achieve long-term capital appreciation, principally through equity and equity-related investments in companies headquartered or with substantial operations in China or otherwise having a substantial nexus to China, including through PIPE transactions*".
7. On 5 August 2020, the Partnership was registered as a "*private fund*" with the Cayman Islands Monetary Authority ("**CIMA**") under the Private Funds Act, 2020, with reference number 1768911.

The General Partner

8. The General Partner is also an exempted limited partnership established and registered in the Cayman Islands, the general partner of which is Dragon GP Partner Co. (the "**Upper GP**"), an exempted company incorporated in the Cayman Islands. The registered offices of the General Partner and the Upper GP are also held with Intertrust. However, the General Partner's operating address is Room 3203-04, China Resources Building, 26 Harbour Road, Wan Chai, Hong Kong (formerly Two Pacific Place, Suite 1102, No. 88 Queensway, Hong Kong).
9. The General Partner holds 10.08% of the *Percentage Interest* (as defined by section 1.89 of the LPA) in the Partnership.

The Petitioner

10. The Petitioner is a Limited Partner and holds 16.8% of the *Percentage Interest* in the Partnership.

Commencement of the voluntary liquidation

11. The Partnership was established with a term of 7 years from the Initial Closing Date, subject to single one-year extension period at the discretion of the General Partner. This investment period was later extended to 8 years from the Initial Closing Date, such that the term of the Partnership expired on 14 April 2023.
12. On or around 22 March 2023, the General Partner provided the Petitioner with written resolutions passed by the directors of the Upper GP, in its capacity as the general partner of the General Partner, in relation to the winding up and dissolution of the Partnership (the **"Winding Up Resolutions"**):

*"(a) pursuant to section 10.1 of the [LPA], the business of the Partnership be terminated (including the ceasing to carry on business as a mutual fund) on the Business Termination Date and, with the General Partner, in its capacity as general partner of the Partnership, **being satisfied that the Partnership is able to pay its debts as they fall due out of its assets**, the Partnership commence voluntary winding up and dissolution in accordance with the [LPA] and the Act;*

(b) the General Partner, in its capacity as general partner of the Partnership, serve such notice on the limited partner of the Partnership as the director may deem necessary and/or convenient notifying each of them of the termination of the business of the Partnership and the commencement of the winding up and dissolution of the Partnership;

*(c) the General Partner, in its capacity as general partner of the Partnership, file a notice of winding up and dissolution with the registrar of exempted limited partnerships (**Registrar**) in the form prescribed by the Act and procure that such notice be published in an upcoming edition of the Cayman Gazette; and*

(d) the General Partner, in its capacity as general partner of the Partnership, hereby consents to act as voluntary liquidator of the Partnership for the purposes of the [LPA] and the Act." [emphasis added]

13. In relation to the termination of existing contracts, the following resolutions were also resolved within the Winding Up Resolutions:

"(a) the General Partner, in its capacity as general partner of the partnership, be authorised to pay any and all outstanding liabilities of the Partnership including, without limitation, all fees and expenses associated with the cessation of the Partnership's business, its deregistration as a regulated mutual fund and its winding up and dissolution; and

(b) the director be authorised to take all such actions as may be necessary or convenient for and on behalf of the General Partner, in its capacity as general partner of the Partnership, to procure that the Partnership effectively to cease to trade and to satisfy all outstanding creditors, including terminating all existing contracts to which the General Partner, in its capacity as general partner of the Partnership is party."

14. In relation to the return of capital to the limited partners, the following resolutions were further resolved within the Winding Up Resolutions:

"(a) the General Partner shall dispose of investments currently held by the Partnership in an orderly fashion for as long as it reasonably takes, in accordance with the terms of the [LPA]; and

(b) following settlement of the Partnership's debts, the General Partner, in its capacity as general partner of the Partnership, distribute the surplus assets of the Partnership to the limited partners of the Partnership in accordance with the terms of the Partnership Agreement."

15. In relation to further and prior actions of the General Partner, and actions taken on its behalf by the Upper GP, the following resolutions were further resolved within the Winding Up Resolutions:

"It is resolved that the director be authorised to take such actions for and on behalf of the General Partner, in its capacity as general partner of the Partnership, as he may consider necessary or convenient to effect the foregoing resolutions..."

It is resolved that all prior acts of the director taken or omitted to be taken by or on behalf of the General Partner, in its capacity as general partner of the Partnership, in connection with the foregoing resolutions be approved, ratified and confirmed as actions of the General Partner, in its capacity as general partner of the Partnership."

16. A Notice to Creditors, confirming *inter alia* that the voluntary winding up of the Partnership had commenced on 14 April 2023, that the General Partner had been appointed as the voluntary liquidator of the Partnership, and inviting creditors to prove their debts or claims within 21 days of publication, appeared in Issue No. 09 of 2023 of the Cayman Islands Gazette on 24 April 2023 (the "**Notice to Creditors**").

C. GROUNDS FOR THE REPLACEMENT OF THE VOLUNTARY LIQUIDATOR

17. The Voluntary Liquidator has made little discernible progress with respect to the Winding Up Resolutions, or with the realisation of the Partnership's assets, and has made no distributions to the Limited Partners in over 2 years since the commencement of the voluntary liquidation.

Inability to make capital returns to Limited Partners

18. Pursuant to section 10.2 of the LPA, the requirements of the LPA did not discontinue upon the commencement of the voluntary winding up of the Partnership. Section 10.3 of the LPA provides that:

*"Subject to the Act, **as soon as practicable** following the effective date of an Event of Dissolution (unless the Partnership Business has been continued without dissolution in accordance with the Agreement), the proceeds from liquidation shall be applied and distributed..."* [emphasis added]

19. Notwithstanding section 10.3 of the LPA, as of the date of presentation of this Petition, no formal distributions have been made to the Limited Partners, in the last 2 years or at all.

Excessive expenses with little to show for it

20. The expenses incurred during the voluntary winding up of the Partnership appear to be excessive, were incurred largely to the benefit of parties affiliated with the Voluntary Liquidator without oversight from the Limited Partners and have accumulated to such a degree that there is now a real concern that the Partnership may quickly become cash-flow insolvent.
21. The Partnership's audited financials for the financial year ending 31 December 2023 ("**2023 Audit**"), delivered on or around 16 July 2024, demonstrates that, notwithstanding the Winding Up Resolutions and publication of the Notice to Creditors:
- (a) that the Partnership's outstanding creditors had not yet been satisfied at the end of the 2023 financial year, including liabilities owed to certain *Affiliates* of the General Partner (as defined by section 1.7 of the LPA) that had been incurred some 4 years prior; and
 - (b) the Partnership continued to incur professional fees, notably to certain *Affiliates*, such as management fees incurred with the Partnership's investment manager, Dragon Capital Management Limited, despite the commencement of the voluntary liquidation, without oversight from the Limited Partners and without due consideration for the utility of the same within the context of the voluntary liquidation.
22. The Partnership's audited financials for the financial year ending 31 December 2024 have not yet been finalised by the time of presentation of this Petition, so there has been no further independent audit of the Partnership's financial position.

No transparency or forthright reporting

23. The Voluntary Liquidator has provided little clarity as to the conduct of the voluntary liquidation of the Partnership, save that it is clear that the Voluntary Liquidator has not

conducted the voluntary liquidation of the Partnership in accordance with its statutory and contractual obligations, without any satisfactory explanation being given for this failure.

24. Section 4.12 of the LPA remains of material concern, which provides:

"(a) The General Partner shall hold an annual meeting of the Limited Partners at such place as the General Partner may determine or may at any time call for a vote without a meeting of the Limited Partners on matters on which they are entitled to vote."

25. As of the date of presentation of this Petition, no annual general meeting of the Limited Partners has been convened in more than two years since the voluntary liquidation of the Partnership commenced.

26. Other requirements of the LPA have also been inexplicably disregarded, such as section 9.1(b) of the LPA, which provides:

"(b) The General Partner shall furnish or cause to be furnished the following reports to each Limited Partner and shall use its commercially reasonable efforts to furnish or cause to be furnished such reports within the following time periods: ...

(iii) within forty five (45) days (but in no event later than sixty (60) days) following the end of each of the first three (3) quarters of each Fiscal Year, a report which shall contain unaudited financial statements with respect to the Partnership and a progress report on each investment."

27. Notwithstanding the Voluntary Liquidator's aforesaid duties under the LPA, or pursuant to section 22 of the Act, the Voluntary Liquidator did not provide any material information about the conduct of the voluntary liquidation, the Partnership's expenses or the financial condition of the Partnership until the issuance of the First Liquidation Report (as defined below), some 23 months after the commencement of the voluntary liquidation of the Partnership.

The majority desires the appointment of independent liquidators

28. A substantial proportion of the Limited Partners with voting entitlements believe it to be necessary and desirable for the Voluntary Liquidator to be replaced by independent professional liquidators and this view has thus far been unopposed by the Voluntary Liquidator.
29. The Petition is supported by three other Limited Partners in the Partnership (together with the Petitioner, the "**Major LPs**"), who collectively hold 67.2% of the *Percentage Interest* in the Partnership, corresponding to an aggregate voting entitlement of 81.75%.
30. Since 17 February 2025, following an informal meeting convened by the Voluntary Liquidator with the Major LPs, the Voluntary Liquidator has indicated its consent for independent liquidators to be appointed to the Partnership on multiple occasions.

The Partnership is of questionable solvency

31. The financial condition of the Partnership, specifically its continued solvency on a cash flow basis, remains questionable.
32. A "*Periodic report on liquidation work*", which was in fact the first such report on the conduct of the voluntary liquidation of the Partnership since its commencement, was issued by the Upper GP to certain Limited Partners on 21 March 2025 (the "**First Liquidation Report**").
33. The First Liquidation Report demonstrates that, *inter alia*, that there is a significant risk that the Partnership may be unable to settle its liabilities or ongoing financial obligations in the short term.

D. RELIEF SOUGHT

34. In the circumstances:
 - (a) the Petitioner is a Limited Partner and has standing to present this Petition pursuant to sections 36(3)(g) of the Act; and

- (b) it would be just and equitable for the continuation of the voluntary liquidation of the Partnership to be supervised by this Honourable Court and that independent liquidators be appointed for such purpose.

Your Petitioner therefore humbly prays that:

- (1) Dragon Capital General Partner L.P. be removed as the voluntary liquidator of the Partnership, and the Upper GP otherwise be removed from responsibility for the winding up of the affairs of the Partnership.
- (2) The voluntary liquidation of the Partnership be continued under the supervision of this Honourable Court pursuant to sections 36(3)(g) and 36(13) of the Act.
- (3) Margot MacInnis, of Grant Thornton Specialist Services (Cayman) Limited, 2nd floor, Century Yard, Cricket Square, George Town, Grand Cayman, Cayman Islands, and Chow Tsz Nga Georgia, of Grant Thornton Recovery & Reorganisation Limited, 11th floor, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong, be appointed as the joint official liquidators of the Partnership (the "**JOLs**") and that the JOLs be authorised to do any acts or things considered by them to be necessary or desirable in connection with the liquidation of the Partnership and the winding up of its affairs.
- (4) All rights or property of every description of the Partnership, including all choses in action, held or deemed to be held by the General Partner, or on the GP's behalf by the Upper GP as the GP's general partner, shall vest without the requirement for further formalities in the JOLs and shall be held by the JOLs in accordance with the Act.
- (5) The JOLs powers are exercisable to the exclusion of the GP, and to the exclusion of the Upper GP as the GP's general partner, neither of whom shall forthwith have any authority or power to act in relation to the Partnership other than at the direction of, or otherwise by the consent of, the JOLs.
- (6) The JOLs shall have the power to act jointly and severally in their capacity as official liquidators of the Partnership.

- (7) The JOLs be authorised to take any such action as may be necessary or desirable to obtain recognition of their appointment, or to obtain recognition of any and all of their powers upon appointment, in any other relevant jurisdiction and to make applications to the courts of such jurisdictions for that purpose.
- (8) The JOLs shall be at liberty to apply under section 36(3)(g) of the Act for further orders and directions.
- (9) The Petitioners' costs of and incidental to this Petition shall be paid forthwith out of the assets of the Partnership as an expense of the liquidation, such costs to be taxed on an indemnity basis if not agreed with the JOLs.
- (10) Such further or other relief as this Honourable Court deems fit.

AND your Petitioner will ever pray, etc.

DATED the 13th of June 2025

WALKERS (CAYMAN) LLP

Attorneys-at-law for the Petitioner

This Petition is intended to be served on the Voluntary Liquidator at its registered office situated at Intertrust Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands

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.