

PPLEBY

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD 88 OF 2012 – PCJ

IN THE MATTER OF THE COMPANIES LAW (2012 REVISION)  
AND IN THE MATTER OF FORTUNE NEST CORPORATION.



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**ORDER**

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UPON hearing the Petitioner's Summons dated 15 November 2012  
AND UPON hearing counsel for Robert Earl Lee ("Mr. Lee")  
AND UPON hearing counsel for Fortune Nest Limited (the "Respondent")  
AND UPON reading the Affidavit of David Charles Butler and Exhibit DCB-1

**IT IS ORDERED** that:

1. The Respondent shall, by 4 December 2012, provide the further and better particulars of its Defence which are set out in Schedule 1 to this Order.
2. The Respondent shall, by 4 December 2012, provide a Supplemental List of Documents (the "Supplemental List") comprising:
  - a Those documents in the possession, custody or power of the Company on which the Respondent intends to rely and documents which adversely affect the Respondent's case and assist the Petitioner's case; and
  - b All documents in the possession, custody or power of the Respondent which were not included in the Respondent's List of Documents dated 26 October 2012,

including all documents evidencing the receipt by the Respondent of the sum of US\$1m which was transferred to the Respondent by Mr Lee in September 2009, and the use which was made by the Respondent of those funds.

3. The costs of discovering the documents described in paragraph 2.a above be borne by the Company in the first instance, and the question whether those costs should be reimbursed to the Company by the Petitioner or the Respondent be reserved to the Trial Judge.
4. The Respondent shall, by 7 December 2012, provide the Petitioner with electronic copies of the documents in the Supplemental List, for the purposes of inspection.
5. The Respondent shall, by 4 December 2012, provide an affidavit from Dr Mohammad Abdel-Haq, the sole director of the Respondent, confirming that, apart from the documents contained in the Respondent's List of Documents dated 26 October 2012 and the Supplemental List, neither the Company nor the Respondent, nor any other person on their behalf have now, or ever had, in their possession, custody or power any document of any description whatsoever relating to any matter in question in this action.
6. The Respondent shall, as soon as possible and by no later than 29 November 2012, deliver the documents listed in Schedule 2 to this Order to Appleby, for onward delivery to a handwriting expert of the Petitioner's choice to be forensically examined.
7. The Petitioner shall, by 10 December 2012 at the latest, deliver the original documents listed in Schedule 2 to this Order, together with such control documents as may be agreed between the Petitioner and the Respondent, to a handwriting expert of the Respondent's choice to be forensically examined.
8. Both parties shall have permission to adduce expert evidence regarding handwriting and document dating at the trial of the Petition.
9. Signed reports of experts:



a are to be confined to one expert for each party the following field of expertise:  
handwriting and document dating;

b are to be confined to the documents listed in Schedule 2 to this Order;

c are to be exchanged no later than 4 January 2013.



10. In the event that both parties have provided experts' reports in accordance with paragraph 9 above, the experts shall, if appropriate, meet to discuss the expert issues, such meeting to take place in person or by telephone or video conference as convenient, and provide a joint memorandum for the Court recording the issues on which they agree and the issues on which they disagree, and a brief summary of the reasons for such disagreement, by 8 January 2013.
11. If the experts' reports cannot be agreed, the parties are to be at liberty to call those experts who have provided reports in accordance with paragraph 9 above as witnesses at the trial.
12. The directions given at items 4 and 5 of the Consent Order made by this Honourable Court and dated 2 November 2012 be substituted with the following directions:
  - a The parties do by 14 December 2012 serve any further affidavits of those witnesses upon whose evidence they intend to rely;

A Case Memorandum be prepared by the Petitioner and agreed as far as practicable to be filed by the Petitioner by 4 January 2012.
13. The Petitioner shall prepare a draft trial bundle index and the parties shall, by 2 January 2013, agree the contents of the Trial Bundle.
14. The Trial Bundle and skeleton arguments relating to all matters other than expert evidence shall be lodged at Court and exchanged by 9 January 2013.

15. The parties shall engage the services of a professional transcriber for the trial. The costs of the transcriber shall be shared between the Petitioner and the Respondent in the first instance, and the question whether those costs should be reimbursed by one party to the other be reserved to the Trial Judge.
16. The costs of the Petitioner's Summons dated 13 November 2012 and the Petitioner's Summons dated 15 November 2012 be costs in the cause.
17. Save as stated in paragraph 16 above, the Petitioner's Summons dated 13 November 2012 is dismissed.
18. Both parties be at liberty to apply to call for a Case Management Conference on three working days' notice.

Dated this 22 day of November 2012

Filed this 30<sup>th</sup> day of November 2012



*for*   
JUDGE OF THE GRAND COURT

Approved as to form and content:

Appleby (Cayman) Ltd  
Appleby (Cayman) Ltd  
Attorneys-at-Law for the Petitioner

Harney Westwood & Riegels  
Harney Westwood & Riegels  
Attorneys-at-Law for the Respondent

THIS ORDER was filed by Appleby, Attorneys-at-Law, for and on behalf of the Petitioner herein whose address for service is Clifton House, 75 Fort Street, PO Box 190, Grand Cayman KY1-1104, Cayman Islands (Ref. KLP/70056.0003)

**Fortune Nest Corporation – FSD 88 of 2012**

**Schedule 1 to Order dated 22 November 2012**



**Under paragraph 13(b)**

2.
  - (a) Confirm which of the payments made to Dr Mohammad from the First Nevada Corporation were in repayment of debts owed to him by Mr Khaled, and which were in partial payment of the subscription price for Mr Khaled's shares in the Company.
  - (b) Confirm the purpose of the payments made from the First Nevada Corporation to members of the Abdel-Haq family other than Dr Mohammad.
3. Provide a copy of the Exclusive Agency Agreement dated 3 June 2008 between International Processing Fulfilment Inc. and the First Nevada Corporation.
4. Specify the nature of the "operations" of the First Nevada Corporation referred to in connection with the allegation that they were solely conducted by Mr Khaled.
5. Give full particulars of all facts and matters relied upon as amounting to the sole conduct of the operations identified in answer to the preceding request.

**Under paragraphs 24 and 26**

14. Give particulars of the amounts received by Dr Mohammad from Mr Khaled from June 2008 to the present, the date of receipt, the account(s) from which such payments have been made, and the purpose for which such payments were made.
15. Give particulars of the amounts received by the Company from Mr Khaled from June 2008 to the present, the date of receipt, the account/s from which such payments have been made, and the purpose for which such payments were made.

**Under paragraph 29**

17. Give particulars of the expenses which had been incurred by the Joint Venture prior to the receipt of the payment pleaded in this paragraph.
19. Identify:
- (a) what activities Dr Mohammad and/or the Company had undertaken for the Joint Venture and what activities had been undertaken by the Joint Venture as at the date of the meeting;
  - (b) what liabilities had been incurred by or on behalf of the Joint Venture as at the date of the meeting;
  - (c) by whom such liabilities had been incurred;
  - (d) which of the liabilities incurred by or on behalf of the Joint Venture as at the date of the meeting had been discharged;
  - (e) the source of funds used to discharge those liabilities.
20. Provide all receipts, invoices, vouchers, cheque stubs, account statements and all other documents identifying the expenditure of the Joint Venture as at the date of the meeting.

**Under paragraphs 36 and 42**

28. Provide a copy of the written accounts referred to in Harneys' letter dated 13 November 2012, and state the date and circumstances in which they were allegedly provided to the Petitioner.



**Under paragraph 38**

30.

- (a) Specify when, and by whom, the advice averred in this paragraph was sought.
- (b) Specify when, and by whom, the advice was provided.
- (c) State whether the advice was provided orally or in writing.
- (d) If the advice was provided in writing, supply a copy of the advice.
- (e) If the advice was provided orally, state the gist of the words used in giving the advice.

**Under paragraphs 43(b), 44(b) and 45(b)**

- 32. Specify all facts and matters relied upon in support of the averment that the funds were paid to meet expenses which had been incurred in furtherance of the Joint Venture.
- 33. Specify all facts and matters relied upon in support of the averment that the funds were paid to Dr Mohammad to reimburse him for monies which he had already expended in the Joint Venture on behalf of RELI.



**Fortune Nest Corporation (FSD 88 of 2012)**  
**Schedule 2 to Order dated 22 November 2012**

- 1) the original signed Partnership Agreement dated 20 May 2008 (Respondent's List of Documents, Item 8);
- 2) Minutes of Meeting dated 8 September 2009 (Respondent's List of Documents, item 35);
- 3) the Investment Agreement dated 19 November 2009 (Respondent's List of Documents, Item 58);
- 4) the Share Certificate in FNC bearing the original handwriting dated 16 April 2010 (Respondent's List of Documents, Item 87); and
- 5) any contemporaneous copies kept by Dr Mohammad of the letters to the Petitioner dated 6 April 2010 and 12 June 2011 (Respondent's List of Documents, Items 84 and 131).

