

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 274 OF 2002

IN THE MATTER OF THE EVIDENCE (PROCEEDINGS IN OTHER JURISDICTIONS) (CAYMAN ISLANDS) ORDER 1978

AND IN THE MATTER OF AN APPLICATION BY THE ATTORNEY GENERAL PURSUANT TO ORDER 70 RULE 3 OF THE GRAND COURT RULES

AND IN THE MATTER OF A REQUEST FOR INTERNATIONAL JUDICIAL ASSISTANCE FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS



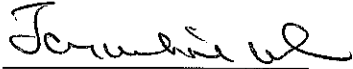
EX PARTE ORIGINATING SUMMONS

LET ALL PARTIES concerned attend before the Judge in Chambers at the Law Courts, George Town, Grand Cayman on the 2 day of May 2002, at 9:30 o'clock in the fore/after noon upon an application by the Attorney General for the following orders:

1. That Robert Forster of the Bank of Butterfield International (Cayman) Ltd., and Micki Jaffa Bodden, Attorney-at-law, of Solomon Harris, do appear at such place, date and time as the Court shall determine to be examined on oath by the Clerk of the Court in relation to the matter set out in the schedule hereto.
2. That the Clerk of the Court do record and transcribe the evidence of Robert Forster and Micki Jaffa Bodden;
3. That the Clerk of the Court do file the above-mentioned evidence of Robert Forster and Micki Jaffa Bodden in the Registry of the Grand Court and do forward the said transcript together with all exhibits to the United States District Court for the Southern District of Texas, Houston Division.

4. Such further orders and directions as he Court deems fit.

Dated this 23rd day of April, 2002.



Jacqueline Wilson
Crown Counsel
For the Attorney General

To: The Clerk of the Courts

TIME ESTIMATE: The estimated length of the hearing of this summons is one hour.

This summons was issued by the Government Legal Department whose address for service is Fourth Floor, Tower Building, P.O. Box 907, George Town, Grand Cayman.

SCHEDULE

Questions to Mr. Forster

1. What did Mr. Forster and/or the trustee know or learn of Mr. Djeddah's desire to amend the Corduroy Trust between the mid-1980's and 1994?
2. What did Mr. Forster and/ or the trustee know or learn concerning Mr. Djeddah's mental capacity and the allegations regarding his capacity in this time frame?
3. What investigation was made concerning Tony Djeddah's mental capacity in this time frame?
4. What did the trustee conclude regarding Mr. Djeddah's mental capacity in this time frame?
5. What did Mr. Forster and/ or the trustee know or learn of Mr. Djeddah's desire to amend the Corduroy Trust agreement?
6. What actions or investigations were taken to verify that Mr. Djeddah intended to amend the trust in the manner contemplated by the Second Amendment?
7. What did Mr. Forster/ and or the trustee conclude regarding Mr. Djeddah's desire or intention to amend the trust in the manner contemplated by the second amendment?
8. Did Mr. Forster and/ or the trustee ever conclude in this time frame that Mr. Djeddah did not in any manner desire or intend to amend the trust in the manner contemplated by the Second Amendment?
9. What communications did Mr. Forster and/ or the trustee have with Mr. Djeddah during this time frame?
10. In connection with Mr. Forster's conversations with Mr. Djeddah:
 - a. When were the conversations?
 - b. What was said by Mr. Forster and Mr. Djeddah?
 - c. Who was present?
 - d. What were his observations of Mr. Djeddah?
 - e. What conversations did he have with anyone attending Mr. Djeddah on the trip?
 - f. Did Mr. Forster make any written notes of the conversations?
11. Did any of Mr. Forster's conversations with Mr. Djeddah concern amending the trust? If so:
 - a. When did they occur?

- b. Where did they occur?
 - c. Did Mr. Forster make any written notes of the conversations?
 - d. What was the substance of the conversations?
12. Besides Mr. Djeddah, with whom did Mr. Forster communicate concerning Mr. Djeddah or the Second Amendment?
- a. When did they occur?
 - b. Where did they occur?
 - c. Did Mr. Forster make any written notes of the conversations?
 - d. What was the substance of the conversations?
13. Besides Mr. Djeddah, with whom did Mr. Forster communicate concerning Mr. Djeddah or the Second Amendment?
- a. When did the conversations occur?
 - b. Where did they occur?
 - c. Did Mr. Forster make any written notes of the conversations?
 - d. What was the substance of the conversations?
14. What did Mr. Forster and/ or the trustee know or learn about Mr. Djeddah's mental capacity in this time frame?
15. What investigation was made concerning Mr. Djeddah's mental capacity in this time frame?
16. What did Mr. Forster and/ or the trustee conclude regarding Mr. Djeddah's mental capacity during this time frame?
17. What analyses and investigations were done by or on behalf of Mr. Forster and/ or the trustee regarding the effectiveness of the Second Amendment, including compliance with any formalities such as notarisation, before any sums were paid out to Mr. Djeddah's daughters?
18. Why did Mr. Forster and/ or the trustee pay out sums to the daughters of Mr. Djeddah?

19. What investigation was made concerning Mr. Djeddah's mental capacity in this time frame?
20. What did Mr. Forster and/ or the trustee conclude regarding Mr. Djeddah's mental capacity during this time frame?
21. Why did Mr. Forster and/ or the trustee pay the attorney's fees and expenses of Mr. Chatzky and Hunter & Hunter?
22. After the lack of notarisation was discovered, what actions were taken by or on behalf of the trustee to obtain notarisations?
23. Why were such actions taken?
24. Did Mr. Forster and/ or the trustee believe that the second Amendment should not be defeated for want of completing formalities of notarisation if this could properly be avoided?
25. What is the substance of your information or knowledge regarding the facts or claims in paragraphs 37 to 39 of the Complaint?
26. What is the substance of Mr. Forster's and/ or the trustee's information or knowledge regarding the facts or claims in paragraph 44 or the complaint?
27. Did Mr. Forster and/ or the trustee ever have cause to believe that Mr. Chatzky failed to accurately report what he knew about Mr. Djeddah's condition?
28. Did Mr. Forster and/ or the trustee ever have cause to believe that Mr. Chatzky attempted to hide the truth of Mr. Djeddah's condition from the trustee?
29. What is the substance of Mr. Forster's and/ or the trustee's information or knowledge regarding the facts or claims in paragraph 51 of the complaint?
30. What was the value of Mr. Djeddah's interest in the Corduroy Trust at the year's end from 1991 through 1999 and at the time of Mr. Djeddah's death?
31. What were Mr. Djeddah's written requests regarding the payment of income from the trust?
32. What were Mr. Djeddah's written requests regarding the payment of principal from the trust?
33. Before the trustee's acceptance of the Second Amendment, what amount of money did Mr. Forster and/ the trustee determine to be Mr. Djeddah's needs from the trust on a monthly, on-going basis regarding both income and principal?

34. Before the trustee's acceptance of the Second Amendment, what amount of money in income and in principal did Mr. Forster and/ or the trustee pay out of the trust on a monthly, on-going basis for Mr. Djeddah's needs?
35. After the trustee's acceptance of the Second Amendment, what amount of money did Mr. Forster and/ or the trustee determine to be Mr. Djeddah's needs from the trust on a monthly, on-going basis regarding both income and principal?
36. After the trustee's acceptance of the Second Amendment, what amount of money in income and in principal did Mr. Forster and/ or the trustee pay out of the trust on a monthly, on-going basis for Mr. Djeddah's needs?
37. What was the amount of income earned by the trust in each month of 1996?
38. After the trustee's acceptance of the Second Amendment, was Mr. Djeddah ever paid an amount less than the total amount that Mr. Forster and/ or the trustee determined advisable for the support, maintenance and general welfare of Mr. Djeddah?
39. What was the total amount of principal and income paid to Mr. Djeddah after the trustee's acceptance of the Second Amendment?
40. Was the total amount of principal and income that was paid to Mr. Djeddah reduced at any time after the trustee's acceptance of the Second Amendment?
41. By what amount, if any, was the total amount of principal and income that was paid to Mr. Djeddah reduced after the trustee's acceptance of the Second Amendment?
42. What were the trustee's reasons, if any, for reducing the total amount of principal and income that were paid to Mr. Djeddah after the trustee's acceptance of the Second Amendment?
43. Did the trustee enter into any settlement with Isabelle al-Ibraheem? If so, what were the terms of such settlement?
44. How did Isabelle al-Ibraheem become trustee of Mr. Djeddah's trust?

Questions for Ms. Bodden

1. By whom were Ms. Bodden and Hunter & Hunter retained?
2. What did Ms. Bodden and/ or Hunter & Hunter know or learn of Mr. Djeddah's desire to amend the Corduroy Trust agreement?
3. What actions or investigations were taken to determine whether Mr. Djeddah intended to amend the trust in the manner contemplated by the Second Amendment?
4. What did Ms. Bodden and/ or Hunter & Hunter conclude regarding Mr. Djeddah's intention or desire to amend the trust in the manner contemplated by the Second Amendment?
5. What communications did Ms. Bodden and/ or Hunter & Hunter have with Mr. Djeddah during this time frame?
6. In connection with conversations with Mr. Djeddah:
 - a. When were the conversations?
 - b. What was said by Ms. Bodden and Mr. Djeddah?
 - c. Who was present?
 - d. What were her observations of Mr. Djeddah?
 - e. What conversations did she have with anyone attending Mr. Djeddah?
7. Did any of Ms. Bodden's conversations with Mr. Djeddah concern the second Amendment to the trust? If so:
 - a. When were the conversations?
 - b. What was said by Ms. Bodden to Mr. Djeddah?
 - c. When did they occur?
 - d. Where did they occur?
 - e. What was the substance of the communications?
8. Besides Mr. Djeddah, with whom did Ms. Bodden communicate concerning Mr. Djeddah or the Second Amendment?
9. What investigation was made concerning Mr. Djeddah's mental capacity in this time frame?

10. What did Ms. Bodden and/ or Hunter & Hunter conclude regarding Mr. Djeddah's mental capacity during this time frame?
11. What is the substance of Ms. Bodden's information or knowledge regarding the facts or claims in paragraphs 37 to 39 of the complaint?
12. What is the substance of Ms. Bodden's and/ or Hunter & Hunter's information or knowledge regarding the facts or claims in paragraph 44 of the complaint?
13. Did Ms. Bodden and/ or Hunter & Hunter ever have cause to believe that Mr. Chatzky failed to accurately report what he knew about Mr. Djeddah's condition?
14. Did Ms. Bodden and/ or Hunter & Hunter ever have cause to believe that Mr. Chatzky attempted to hide the truth of Mr. Djeddah's condition from the trustee?