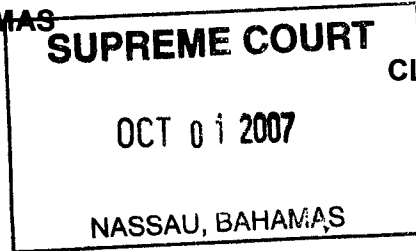


COMMONWEALTH OF THE BAHAMAS
IN THE SUPREME COURT
Common Law and Equity Division



2007
CLE/GEN No. 1052

Between

LESTER M. TURNQUEST, JR.

First Plaintiff

THE BONNYCORD GROUP LIMITED

Second Plaintiff

AND

HYWELL JONES

First Defendant

THE BRITANNIA GROUP LTD

Second Defendant

HAMPTON INSURANCE COMPANY LIMITED

Third Defendant

STEPHEN DICKSON

Fourth Defendant

Order

NOTICE TO THE PLAINTIFFS

- (1) This Order prohibits you from dealing with your assets up to the amount stated. The Order is subject to the exceptions at the end of the Order. You should read it carefully. You have a right to ask the Court to vary or discharge this Order.
- (2) If you disobey this Order you may be found guilty of Contempt of Court and you and (in the case of the second Plaintiff) any of your directors may be sent to prison or fined or your assets may be seized.

Before the Honourable Mr Justice John Lyons

Dated this 21st day of September 2007

UPON THE APPLICATION of the Defendants by summons filed on 20th September 2007 for the appointment of a Receiver and Manager over the companies set out at Schedules 1 and 2(b) to this Order, a worldwide Mareva injunction and ancillary relief by summons filed on 20th September 2007

AND UPON READING the two affidavits of Hywel Lloyd Jones filed on 12th September 2007 herein, the affidavit of Lester Turnquest filed on 21st September 2007

AND UPON HEARING

Brian Simms for the Defendants; and

Stephen Turnquest for the Plaintiffs

AND UPON the Defendants by their Counsel undertaking

1. to abide by any Order this Court might make as to damages should this Court hereinafter be of the opinion that the Plaintiffs or any of them have suffered any loss by reason of this Order that the Defendants ought to pay; and
2. to file and serve a Defence and Counterclaim within 14 days of service of the Statement of Claim by the Plaintiffs

IT IS ORDERED THAT

RECEIVERSHIP ORDER

APPOINTMENT

1. That the Companies over whose property this receivership order applies are the Client Companies set out in Schedule 1 hereto, and the Recipient Companies set out in schedule 2(b) hereto. In this Order these companies will collectively be referred to as "the Companies".
2. That Mr. George Clifford Culmer of BDO Mann Judd, Chartered Accountants, be appointed as Receiver and Manager ("the Receiver") of all the Companies' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof (collectively, "the Companies' Property")

and any assets, undertakings and properties relating to the Companies' business including without limitation, that which is in the possession or under control of the Companies or any other persons (as defined herein) including cash, deposit instruments, securities or other property held in trust for any other person (collectively, the "Other Property"), such appointment to be until further Order of the court.

RECEIVER'S POWERS

3. That the Receiver is hereby empowered and authorised, but not obligated, to act at once in respect of the Companies' Property and the Other Property (collectively called the "Property") and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers its necessary or desirable:
 - a. To take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property.
 - b. To receive and collect all monies, dividends or other amounts payable in respect of the Property.
 - c. To engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order.
 - d. To purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to carry out the terms of the Receiver's appointment.
 - e. To receive and collect all monies and accounts now owed or hereafter owing to the Companies and to exercise all remedies of the Companies in collecting such monies, including, without limitation, to enforce any security held by the Companies.
 - f. To exercise any shareholder, partnership, joint venture or other rights which the Companies may have;

g. To take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, he shall be exclusively authorised and empowered to do so, to the exclusion of all other Persons, including the Companies and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. That the (i) the Plaintiffs, and (ii) all the current and former directors, officers, employees, agents, accountants, legal counsel and shareholder and all other persons acting on their instructions or behalf and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, shall provide the Receiver with account numbers and/or names under which Property may be held by third parties, and shall deliver all such Property to the Receiver upon the Receiver's request.
5. Notwithstanding the generality of this Order the Plaintiffs must by 4pm on 28th September 2007 and to the best of its ability and after making all reasonable inquiries, and in any event within the said time limit, inform the Receiver's attorneys in writing of the full particulars of the transfers made by the First Plaintiff from Britannia Mercantile Limited, Hampton Insurance Company Limited, Regency Holdings Limited and the Client Companies to the Recipient Persons (as set out in Schedule 2), and location, nature and value of all assets which represent in whole or in part or are derived from the proceeds or fruits including any interest earned on the sums transferred to the Recipient Persons from 1st January 2001 to present without prejudice to the generality of the foregoing the Plaintiffs are to inform the Receiver's attorneys:
 - a. The name and address of all persons including financial institutions holding any such assets;
 - b. The names and numbers of all accounts holding any such assets together with the name and address where such account is held, in whose name and the amount in such account;

- c. The details of all trusts which have received any such assets including the names and addresses of the trustees.
6. In addition the Plaintiffs must inform the Receiver's attorneys in writing by 4pm on 25th September 2007 of all their assets whether in or outside the Commonwealth of the Bahamas whether in their own name or not and whether solely or jointly owned, giving the value, location and details of such assets.
7. By 4pm on 28th September 2007 the Plaintiffs must swear and serve on the Receiver's attorneys an affidavit setting out the information mentioned in paragraph five and six above.
8. The Receiver be at liberty to disclose the information and documents obtained as a result of this Order or otherwise, to the Defendants to be used by them in any civil proceedings (in any jurisdiction) connected in any way with the matters the subject of this action.
9. That the Receiver is hereby empowered and authorised, but not obligated, to take possession and control of any funds held in the name of the Companies or by a third party for the benefit of the Companies, or any stakeholders of the Companies.
10. That all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Companies or the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph nine or in paragraphs three, four and five of this Order shall require the delivery of Records or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to attorney-client communication or due to statutory provisions prohibiting such disclosure.

DUTY OF THE RECIEVER TO PROVIDE AN ACCOUNT TO THE PARTIES

11. That the Parties shall carry out an accounting of the Companies and provide the same to the parties.

THE CORPORATE DOCUMENTATION FOR THE CLIENT COMPANIES

12. That the Receiver shall obtain copies of all corporate documentation relating to the Client Companies and provide a copy of the same to the Plaintiffs and to the Defendants.

NO PROCEEDINGS AGAINST THE RECEIVER

13. That no proceedings or enforcement process in any court shall be commenced against the Receiver except with the written consent of the Receiver or with the leave of the Court.

RECEIVER TO HOLD FUNDS

14. That the all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

LIMITATION OF THE RECEIVER'S LIABILITY

15. That the Receiver shall incur no liability or obligation as a result of his appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

RECEIVER'S ACCOUNTS

16. That any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver, his agents and the fees

and disbursements of his legal counsel, incurred at the normal rates and charges of the Receiver and counsel, shall be allowed to in passing his accounts and shall form a first charge on the Property in priority of all security interest, trust, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

17. That the Receiver and his legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and his legal counsel are referred to a Registrar of the Supreme Court.

18. That prior to the passing of his accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in his hands, against his fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or his counsel, and such amounts shall constitute advances against his remuneration and disbursements when and as approved by this Court.

SECURITY

19. That the Receiver be at liberty to act at once without giving security.

20. That the Receiver do within 30 days of the date of this Order give security as such Receiver to the satisfaction of the Court by production of his firm's indemnity policy.

21. That if the Receiver does not give such security within 30 days of the date of this Order or within such further time as the Court may allow, his appointment as Receiver is immediately to cease.

GENERAL

22. That the Receiver may from time to time apply to this Court for advice and directions in the discharge of his powers and duties hereunder.

23. This Court hereby request the aid and recognition of any court, tribunal, regulatory or administrative body to give effect of this Order and to assist the Receiver and his agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable

to give effect to this Order or to assist the Receiver and his agents in carrying out the terms of this Order.

24. This Court orders that the Receiver be at liberty and is hereby authorised and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

MAREVA INJUNCTION

25. The Plaintiffs are restrained until trial or further order whether by themselves, their servants or agents from transferring dealing with charging diminishing mortgaging assigning or disposing of (otherwise than with the prior written consent of the Defendants' Attorneys) assets held by them up to the value of \$20 million whether they are in or outside the Commonwealth of The Bahamas whether in their own name or not and whether solely or jointly owned up to the value of \$20 million.
26. If the total unencumbered value of the Plaintiffs' assets in the Commonwealth of The Bahamas exceeds \$20 million the Plaintiffs may remove any of those assets from the Commonwealth of The Bahamas or may dispose of or deal with them so long as the total unencumbered value of their assets still in The Bahamas remains above \$20 million.
27. If the total unencumbered value of the Plaintiffs' assets in the Commonwealth of The Bahamas does not exceed \$20 million the Plaintiffs shall not dispose of or deal with any of them but if they have other assets outside the Commonwealth of The Bahamas the Plaintiffs may dispose of or deal with those assets so long as the total unencumbered value of all their assets whether in or outside The Bahamas is above \$20 million.

Exceptions to the Mareva

28. This Order does not prohibit the Plaintiffs from spending a total of \$5,000.00 a week each towards their ordinary living, legal and business expenses. However, should the Plaintiffs require additional funds for living legal and business expenses, they will be entitled to spend the same provided that the Defendants' attorneys agree the same in writing and the Plaintiffs have disclosed the source of the funds to the Defendants' attorneys.

29. The Plaintiffs may agree with the Defendants' attorneys that the above spending limits should be increased or that this Order should be varied on any other respect but any such agreement must be in writing.

Disclosure

30. The Plaintiffs shall by 4:00 p.m. on the 28th September 2007 serve on the Defendants' attorneys the following documents:

- a) Copies of all corporate documentation relating to the Client Companies including all shareholders' and directors' resolutions evidencing the ownership thereof between 1st January 2001 and present
- b) all bank statements in the possession or control of the Plaintiffs for bank accounts held by Client Companies and the individuals and the Recipient Persons from 1st January 2001 to date.
- c) Copies of any wire transfer confirmation out of the bank accounts of the Client Companies to the Recipient Persons from 1st January 2001 to date in the possession or control of the Plaintiffs
- d) Copies of any cheques written from the bank accounts of the Client Companies to the Recipient Persons from 1st January 2001 to date in the possession or control of the Plaintiffs
- e) Copies of any documentation which may show, for the period 1st January 2001 to present, whether and if so where and how and to whom funds were transferred by the Plaintiffs from the bank accounts of the Client Companies, Britannia Mercantile Limited, Regency Holdings Limited and the Third Defendant, to the Recipient Persons and how such funds were dispensed.
- f) A written statement stating whether any of the funds transferred by the Plaintiffs from the bank accounts of the Client Companies, Britannia Mercantile Limited, Regency Holdings Limited and the Third Defendant, to the Recipient Persons between 1st January 2001 and present remain in the accounts of the Recipient Persons and/or have been mingled in the accounts of the Recipient Persons and/or have been transferred out of the accounts of the Recipient Persons.
- g) All credit card statements in the possession or control of the Plaintiffs from 1st January 2001 for all credit card accounts to whom the Plaintiffs made payments from the bank accounts of the Client Companies, Britannia Mercantile Limited, Regency Holdings Limited and the Third Defendant including but not limited to the following:

- i. Scotia Visa Account #4539-3820-1000-2495
- ii. Barclays Card #4517-9520-2200-4634
- iii. Scotia Visa Account #4539-3870-1000-1942
- iv. Royal Bank Visa #4551-5503-0411-3011
- v. Scotia Gold MasterCard #5443-3514-6000-0376
- vi. Royal Bank MasterCard #5544-4100-0062-2004

31. Plaintiffs shall by 4:00 p.m. on the 28th September 2007 swear and serve on the Defendants' attorneys an affidavit setting out the full details of all circumstances and information relating to what has become of the funds transferred by the Plaintiffs from the bank accounts of the Client Companies, Britannia Mercantile Limited, Regency Holding Limited and Hampton Insurance Limited, to the Recipient Persons between 1st January 2001 and present together with full details of any funds which have become mixed with those sums or any part thereof or any proceeds or assets representing the same or any part thereof including without limitation the purpose or purposes for which all and any subsequent payments were made and all circumstances and information relating thereto including without prejudice the generality of the foregoing in relation to each and every payment:

- a. the amount of such payment;
- b. the date of such payment;
- c. the name and bank (and branch) or other entity to whom any such payment was made;
- d. the name, number and holder or holders of the account to which any such payment was made and any references attaching to the payment or its destination;

32. The Plaintiffs shall inform the Defendants' attorneys in writing by 4pm on 28th September 2007 of all their assets whether in or outside the Commonwealth of the Bahamas whether in their own names or not and whether solely or partly owned giving the value, location and details of such assets. Further, that the Plaintiffs shall verify such information in the affidavit referred to at paragraph 6, above.

Use of information

33. The Defendants have leave to use the affidavits information and documents produced and served upon them under this Order for the purposes of instituting any proceedings in

this or any other jurisdiction to trace and recover monies identify wrongdoers and/or enforce any judgments described relating to the actions described herein and/or to take any other steps in relation to such actions or proceeding.

Variation

34. The Defendants (or anyone notified of this Order) may apply to Court to vary or discharge this Order (or so much of it as affects that person) but anyone wishing to do so must first give the Plaintiffs' attorneys two clear days' notice in writing.

Costs

35. costs are reserved.

BY ORDER OF THE COURT

Registrar

Schedule 1 – the Client Companies

- a. West Coast Holdings Ltd
- b. Paradise Hills S.A
- c. Allium Holdings Ltd
- d. Amarylis Holdings Ltd
- e. C.S. Holdings Ltd
- f. Calla Lilly Holdings Ltd
- g. Coconut Palm Estates Ltd
- h. Cornflower Holdings td
- i. Exquisite Island Properties Ltd
- j. Freesia Holdings Ltd
- k. Gladiola Holdings Ltd
- l. Green Meadows Holdings Ltd
- m. Jumbalaya Investment Ltd
- n. Maldives Holdings Ltd

- o. Marlin Consulting Resources Ltd
- p. Montage Holdings Ltd
- q. Platinum Consulting Services Ltd
- r. Plaudit Trading Inc
- s. Sherwood Forest Enterprises Ltd
- t. Sorand Ltd
- u. Xavano Ltd

Schedule 2 – the Recipient Persons

Schedule 2(a) The Recipient Individuals

- a. Lester Turnquest
- b. Peter Skinner
- c. James Weisz
- d. Carolyn Sturup

Schedule 2(b) The Recipient Companies

- a. Cold Harbour Ltd.
- b. Cold Harbour Development Company
- c. The Cold Harbour Trust Ltd.
- a. The Cold Harbour Trust Ltd
- b. Canyon Finance Ltd
- d. Platinum Consulting Ltd
- e. Marlin Consulting Ltd
- ~~Countywide Ltd~~
- f. Silver State Ltd
- g. Phoenix Equestrian Ltd
- ~~Cayman National Trust Ltd~~
- ~~Northern CA Partners Ltd~~
- ~~Rurick Trust Ltd~~
- h. Emerald Management Ltd
- i. Green Meadows Ltd
- j. WJC Ventures Ltd
- k. Bonnycord Group Ltd.

- l. Overlord Enterprises Limited
- m. Horizon Development Limited
- n. Great Exuma Plantations Ltd

2(c) Other recipient entities

- o. Cayman National Trust Ltd
- p. Rurick Trust Ltd
- q. Northern CA Partners Ltd
- r. Countrywide Ltd

This Order was drawn up by Lennox Paton of Chambers Fort Nassau Centre, Marlborough Street, Nassau, Bahamas.

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Nassau, Bahamas**