Claim No: CFI 077/2022

IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE BEFORE H.E JUSTICE NASSIR AL NASSER

BETWEEN

ASW HOSPITALITY AG

Claimant

and

MAG OF LIFE FZ-LLC

Defendant

CONSENT ORDER

UPON the Defendant's Application No. CFI-077-2022/1 dated 7 June 2023 and the Claimant's Application No. CFI-077-2022/2 dated 19 June 2023 for Document Production Orders

AND UPON the Parties having reached an agreement with respect to the production of certain documents

AND UPON the Defence without counterclaim dated 15 December 2022 (the "Defence")

AND UPON the Defendant's draft proposed amended Defence

IT IS HEREBY ORDERED BY CONSENT THAT:

Hearing

1. The hearing listed to take place on 15 August 2023 shall be vacated.

Production of Documents

2. The Claimant shall produce to the Defendant the following documents by no later than **4pm on 28 August 2023**:

(a) In respect of Item 4 of the Defendant's Request to Produce, emails and documents sent and received from the email accounts of Messrs Jan Luescher, Michael Manz, Alexander Manz and Victor Grosse, to or from Berkshire Hathaway, Sothebys and/or Kalinka, in respect of the Claimant's due diligence on brokers, between the date of execution of the SCA and the appointment of the aforesaid brokers;

(b) In respect of Item 6 of the Defendant's Request to Produce, emails and documents sent and received from the email accounts of Messrs Jan Luescher, Michael Manz, Alexander Manz and Victor Grosse, to or from prospective purchasers and/or third-party brokers, relating to sales events in the Resort's gallery and sales centre. A search for documents responsive to the aforesaid request will be carried out by applying the following search terms to the aforesaid email accounts:

"gallery"

"event"

"sales event"

"sales centre"

(c) In respect of Item 7 of the Defendant's Request to Produce, emails and documents sent and received from the email accounts of Messrs Jan Luescher, Michael Manz, Alexander Manz and Victor Grosse, to or from prospective purchasers, relating to negotiations for the sale or purchase of Residential Units. A search for documents responsive to the aforesaid request will be carried out by applying the following search terms to the aforesaid email accounts:

"lead" AND "apartment"

"lead" AND "villa"

3. By 28 August 2023, the Defendant shall produce to the Claimant the following documents:

(a) In respect of Item 1 of the Claimant's Request to Produce, a redacted version of the reservation forms entered into and/or executed between the Defendant (or any related entity) and purchasers of Residential Units, from January 2022 to date. The redaction shall be limited to the customers details (excluding nationality). and Unless specifically requested by the Claimant, copies of all standard terms and conditions contained within the documents do not need to be produced, but instead the Defendant shall produce a redacted copy of one complete reservation agreement with respect to a Residential Unit (including general terms and conditions) provided that the redaction shall be limited to

the customer details and signature (excluding nationality), and for all remaining plots shall produce a redacted copy of the contract particulars only.

(b) In respect of Item 2 of the Claimant's Request to Produce, a redacted version of the sale and purchase agreements entered into and/or executed between the Defendant (or any related entity) and purchasers of Residential Units, from January 2022 to date. The redaction shall be limited to the customers details (excluding nationality). Unless specifically requested by the Claimant, copies of all standard terms and conditions contained within the documents do not need to be produced, but instead the Defendant shall produce a redacted copy of one complete sale and purchase agreement with respect to a Residential Unit (including general terms and conditions) provided that the redaction shall be limited to the customer details and signature (excluding nationality), and for all remaining plots shall produce a redacted copy of the contract particulars only..

(c) In respect of Item 3 of the Claimant's Request to Produce, a redacted version of the invoices and/or receipts issued to purchasers of Residential Units that redacts the customers details. Where applicable and available, disclosure of the "Receipt Summary" in respect of each plot sold will be sufficient to meet this request.

(d) In respect of Item 5 of the Claimant's Request to Produce, Logs of activity for the Salesforce System from March 2022 to April 2022, including data logs of all documentation, communications, and offers sent to clients on the Salesforce System during the relevant date period.

(e) In respect of Item 15 of the Claimant's Request to Produce, communications (including email and WhatsApp communications) between the Defendant and third-party brokers, concerning performance targets and/or their progression of Residential Unit Sales, from July 2022 to date. A search for documents responsive to the aforesaid request will be carried out by applying the following search terms:

"Keturah" AND "sales" AND "progress"

"Ritz Carlton" AND "sales" AND "progress"

(f) In respect of Item 16 of the Claimant's Request to Produce, communications (including email and WhatsApp communications) between the Defendant and third-party brokers, concerning negotiated commission rates with respect to Residential Unit Sales, from July 2022 to date. A search for documents responsive to the aforesaid request will be carried out by applying the following search terms (including to the email and WhatsApp communications of Talal Al Gaddah):

"commission"

(g) In respect of Item 19, documents setting out the scope of work agreed between the Defendant and Hive.ly.

(h) In respect of Item 20 of the Claimant's Request to Produce, communications between the Defendant and Hive.ly, concerning Hive.ly's performance and/or decisions taken by the Defendant to terminate its services, between 17 December 2021 and August 2022. A search for documents responsive to the aforesaid request will be carried out by applying the following search terms:

"terminate"

"termination"

(i) In respect of Item 21 of the Claimant's Request to Produce, Communications internal to the Defendant, concerning Hive.ly's performance and/or decisions taken by the Defendant to terminate its services, between 17 December 2021 and August 2022. A search for documents responsive to the aforesaid request will be carried out by applying the following search terms:

"terminate"

"termination"

"performance"

(j) In respect of Item 30 of the Claimant's Request to Produce, WhatsApp communications contained in the group "Keturah MAG of Life Team" from the date the group was set up in February 2022.

(k) In respect of Item 32 of the Claimant's Request to Produce, communications between the Defendant's senior management, including minutes of Board Meetings, wherein Project specific issues were discussed, including budgets and the performance of third-party contractors (including Hive.ly, Evolution, and the Defendant). A search for documents responsive to the aforesaid request will be carried out by applying the following search terms:

"Keturah" AND "budget"

"Keturah" AND "terminate"

"Keturah" AND "delay"

"Ritz Carlton" AND "budget"

"Ritz Carlton" AND "terminate"

"Ritz Carlton" AND "delay"

(l) Items 25, 26, 31, 33, 34, 35, 36 and 37 of the Claimant's Request to Produce.

Amendment

4. The Defendant is permitted to amend paragraphs 3(a), 6, 41, 56 and 58 of its Defence, in the form set out in the proposed amended Defence dated 14 August 2023, which shall be deemed to have been served on the Claimant on 14 August 2023.

5. The Claimant shall file and serve an Amended Reply to the Defence by no later than **4pm on 28 August 2023**.

6. The Defendant shall pay the costs of and occasioned by its amendment, to be assessed if not agreed.

Costs

7. Save as set out in paragraph 6 of this order, costs shall be costs in the case.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 16 August 2023
At: 9am