Claim No: CFI 045/2020

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

(1) EMIRATES NBD BANK PJSC

Claimant / Applicant

(2) HSBC BANK MIDDLE EAST LIMITED
(3) ICICI BANK LIMITED, BAHRAIN LIMITED
(4) ICICI BANK UK PLC
(5) UNION BANK OF INDIA
(6) BANK OF JORDAN COMPANY
(7) NATIONAL BANK OF BAHRAIN BSC
(8) AHLI UNITED BANK BSC (DIFC BRANCH)
(9) COMMERCIAL BANK OF DUBAI PSC
(10) WARBA BANK KSCP

Claimants

and

(1) KBBO CPG INVESTMENT LLC
(2) MR KHALEEFA BUTTI BIN OMAIR YOUSIF ALMUHARI
(3) HIS EXCELLENCY SAEED MOHAMED BUTTI MOHAMED ALQEBAISI
(4) INFINITE INVESTMENT LLC
(5) GROUP OF FATHIMA CO LLC
(6) FATHIMA SUPERMARKET LLC (SHARJAH)
(7) FATHIMA SUPERMARKET WLL (ABU DHABI)
(8) FATHIMA TRADING & SUPERMARKET COMPANY WLL
(9) FAIRWAY GENERAL TRADING
(10) FAIRWAY CATERING SERVICES LLC (DUBAI)
(11) FAIRWAY CATERING SERVICES LLC (ABU DHABI)
(12) FATIMA GENERAL MARKET LLC
(13) TELE LINK COMMUNICATION LLC
(14) ONE PREPAY COMPANY LLC
(15) TECHLINK SYSTEMS LLC
(16) FRESHLY FROZEN FOODS FACTORY LLC
(17) SENORA FOODS LLC
(18) SPECTRAMI DMCC
(19) ONE PREPAY COMPANY LLC (KSA BRANCH)

Defendants / Respondents

ORDER OF JUSTICE SIR JEREMY COOKE

PENAL NOTICE

IF YOU KBBO CPG INVESTMENT LLC, INFINITE INVESTMENT LLC, GROUP OF FATHIMA CO LLC, FATHIMA SUPERMARKET LLC (SHARJAH), FATHIMA SUPERMARKET WLL (ABU DHABI), FATHIMA TRADING & SUPERMARKET COMPANY WLL, FAIRWAY GENERAL TRADING, FAIRWAY CATERING SERVICES LLC (DUBAI), FAIRWAY CATERING SERVICES LLC (ABU DHABI), FATIMA GENERAL MARKET LLC, TELE LINK COMMUNICATION LLC, ONE PREPAY COMPANY LLC, TECHLINK SYSTEMS LLC, FRESHLY FROZEN FOODS FACTORY LLC, SENORA FOODS LLC, SPECTRAMI DMCC OR ONE PREPAY COMPANY LLC (KINGDOM OF SAUDI ARABIA BRANCH) DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOUR DIRECTORS MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED OR THE COMPANY MAY BE FINED OR HAVE ITS ASSETS SEIZED.

IF YOU MR KHALEEFA BUTTI BIN OMAIR YOUSIF ALMUHAIRI DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE RESPONDENT TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

THIS ORDER

1. This is an Order made against KBBO CPG Investment LLC (the **"First Respondent"**), Mr Khaleefa Butti Bin Omair Yousif Almuhairi (the **"Second Respondent"**), and the companies listed in the heading to this Order as the Fourth to Nineteenth Defendants (together, **``the Respondents"**) on 15 May 2020 by Justice Sir Jeremy Cooke on the application of the First Claimant, Emirates NBD Bank PJSC (the **"Applicant"**). The Judge read the Affidavits listed in Schedule A and accepted the undertakings set out in Schedule B at the end of this order.

2. This order was made at a hearing without notice to the Respondents. The Respondents have a right to apply to the Court to vary or discharge the order - see paragraph 26 below.

3. There will be a further hearing in respect of this order on 28 May 2020 at 13:00 GST (the **"Return Date"**).

4. Unless otherwise stated:

(1) References in this order to "the Respondent" mean all of them; and

(2) This order is effective against any Respondent on whom it is served or who is given notice of it.

INTERIM INJUNCTION

5. Until the Return Date or further order of the Court:

(1) The Respondent must not remove from the UAE or in any way dispose of, deal with or diminish the value of the sums referred to in Schedule C to this Order or any assets, including profits and interest, which are derived from those sums (**"the Funds"**);

(2) The Respondent must not cause, permit or encourage any third party presently with custody or control of the Funds to remove them from the UAE or in any way dispose of, deal with or diminish their value.

6. As soon as reasonably practicable and in any event within 48 hours of being served with this Order, the Respondent shall take such steps as are reasonably available:

(1) To procure the payment to the Applicant of the Funds; and

(2) To prevent the Funds from being disposed or, dealt with or diminished in value.

7. The steps referred to in paragraph 6 above shall include the Respondents taking the following steps as soon as reasonably practicable and in any event within 48 hours of being served with this Order:

(1) The First and Second Respondents shall issue to the parties identified in Schedule C as the recipients of the Funds, written instructions informing them of this Order and directing them:

(a) Not to dispose of, deal with or diminish the value of the Funds;

(b) To pay to the Applicant immediately the Funds or such part of them as remains in their custody or control;

(2) Where the First or Second Respondent is aware that the Funds or any part or them has been transferred to any other third party not named in Schedule C, whether directly or indirectly, he shall issue written instructions to that third party, informing him of this Order and directing him:

(a) Not to dispose of, deal with or diminish the value of the Funds;

(b) To pay to the Applicant immediately the Funds or such part of them as remains in their custody or control.

8. Upon receipt of any sum referred to in paragraphs 6 and 7 above, the Applicant shall hold that sum to the Order of the Court in an interest bearing account established and used solely for the purpose of holding the sums so received until further Order of the Court.

9. Within 48 hours of this Order, the Respondent must, subject to paragraph 16(2) below, inform the Applicant's legal representatives, to the best of his ability what has become of and who now holds the Funds.

10. Within 7 days of this Order, the Respondent must, subject to paragraph 16(2) below, swear (or, in the case of the Respondents which are companies, cause to be sworn) and serve on the Applicant's legal representatives an affidavit setting out, to the best of its ability, the information referred to in paragraph 9 of this Order and full details of the steps taken to comply with paragraph 7 of this Order and any responses received as a result of complying with that paragraph.

FREEZING ORDER

11. Until the Return Date or further order of the Court, each Respondent must not:

(1) Remove from the UAE any of his assets which are in the UAE up to the value of US$290,891,855.22; or

(2) In any way dispose of, deal with or diminish the value of any of his assets whether they are within or outside the UAE up to the same value.

12. Paragraph 11 applies to all the Respondent's assets whether or not they are in his own name and whether they are solely or jointly owned. For the purpose of this order the Respondent's assets include any asset which he has the power, directly or indirectly, to dispose of or deal with as if it were his own. The Respondent is to be regarded as having such power if a third party holds or controls the asset in accordance with its direct or

indirect instructions.

13. The prohibition in paragraph 11 includes in particular, the assets referred to in Schedule D of this Order.

14. If the total value free of charges or other securities (`unencumbered value') of a Respondent's assets in the UAE exceeds US$290,891,855.22, that Respondent may remove any of those assets from the UAE or may dispose of or deal with them so long as the total unencumbered value of that Respondent's assets still in the UAE remains above US$290,891,855.22.

15. If the total unencumbered value of a Respondent's assets in the UAE does not exceed US$290,891,855.22, that Respondent must not remove any of those assets from the UAE and must not dispose of or deal with any of them. If a Respondent has other assets outside the UAE, he may dispose of or deal with those assets outside the UAE so long as the total unencumbered value of all his assets whether inside or outside the UAE remains above US$290,891,855.22.

INFORMATION ABOUT ASSETS

16.

(1) Unless paragraph (2) applies, each Respondent must within 7 days of service of this order and to the best of its ability inform the Applicant's legal representatives of all his assets worldwide exceeding US$10,000 in value whether in his own name or not and whether solely or jointly owned, giving the value, location and details of all such assets.

(2) If the provision of any of this information is likely to incriminate the Respondent, he may be entitled to refuse to provide it, but is recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information is contempt of court and may render the Respondent or (as applicable) its directors liable to be imprisoned, fined or have their assets seized.

17. Within 14 days of this Order, each Respondent must, subject to paragraph 16(2) above, swear (or, in the case of the Respondents which are companies, cause to be sworn) and serve on the Applicant's legal representatives an affidavit setting out, to the best of its ability, the information referred to in paragraph 16(1) of this Order.

EXCEPTIONS TO THIS ORDER

18.

(1) Save with respect to the Funds, this order does not prohibit the Second Respondent from spending US$ 7,000 per week towards their ordinary living expenses;

(2) Save with respect to the Funds, this order does not prohibit the Respondents from spending a reasonable sum on legal advice and representation. But before spending any money the Respondents must tell the Applicant's legal representatives where the money is to come from.

(3) Save with respect to the Funds, this order does not prohibit the Respondents from dealing with or disposing of any of their assets in the ordinary and proper course of business. But before doing so, the Respondents must tell the Applicant's legal representatives where the money is to come from.

(4) The Respondents may agree with the Applicant's legal representatives that this order should be varied in any respect, but any agreement must be in writing.

(5) The order will cease to have effect if the Respondents or one or more of them together:

(a) provide security by paying the sum of US$290,891,855.22 into Court, to be held to the order of the Court; or

(b) make provision for security in that sum by another method agreed with the Applicant's legal representatives.

MANDATORY INTERIM INJUNCTION

Provision of Security Documents

19. As soon as reasonably practicable and in any event within 7 days, the First Respondent shall and shall procure that the Fifth to Nineteenth Respondents shall take such steps as are reasonably necessary to comply with the following obligations under Part 3 of Schedule 2 to the Common Terms Agreement dated 19 November 2019 ("the CTA"), including:

(1) *[First Ranking Subsequent Security Moveables Agreement]* The First Respondent shall and shall procure that the Ninth, Eleventh, Fifteenth and Eighteenth Respondents and each of them shall execute the First Moveables Security Document in the form exhibited at pages 891-907 to Exhibit DS1 of the First Affidavit of David Sanders and provide copies of the same to the Applicant forthwith;

(2) *[Second Ranking Subsequent Security Moveables Agreement]* The First Respondent shall procure that the Fifth, Sixth, Seventh, Eighth, Tenth, Twelfth, Thirteenth, Fourteenth, Sixteenth, Seventeenth Defendants and each of them shall execute the Second Moveables Security Document in the form exhibited at pages 908-922 to Exhibit DS1 of the First Affidavit of David Sanders and provide copies of the same to the Applicant forthwith;

(3) *[Initial KSA Security Document]* The First Respondent shall procure that the Nineteenth Respondent shall take such steps as are reasonably necessary to register the Account Pledge Agreement entered into between the Nineteenth Respondent and HSBC Saudi Arabia on the Securities Register in Saudi Arabia.

Cash Sweep Provisions

20. Until further Order, the First Respondent shall comply with its obligations under clause 11.3(a) of the CTA. In particular, on the 5th and 20th day of each month, (or if such day is not a Business Day, on the immediately preceding Business Day in each case), the First Respondent shall procure the payment by the Fifth to Eighteenth Respondents (or any of them) of the amount by which the total aggregate monies held by the Fifth to Eighteenth Respondents in their respective bank accounts exceeds AED37,000,000 (or its equivalent in any other currency) to:

(1) in respect of AED Dirham balances, "the Dirham Collection Account" under the Common Terms Agreement, being the First Respondent's account with HSBC Bank Middle East Limited (A/C 012-081543-805); and

(2) in respect of US Dollar balances, the "Dollar Collection Account" under the Common Terms Agreement, being the First Respondent's account with HSBC Bank Middle East Limited (A/C 012-081543-901);

(together "the Collection Accounts").

Reporting Requirements

21. Within 7 days of this Order, the First Respondent shall supply to the Applicant:

(1) a Summary Report for the months of November 2019, December 2019, January 2020, February 2020, March 2020 and April 2020; and

(2) bank statements detailing the balances standing to each bank account of the Fifth to Eighteenth Respondents for the months of November 2019, December 2019, January 2020, February 2020, March 2020 and April 2020.

22. Until further Order, the First Respondent shall comply with its obligation under clause 11.3(c) of the Common Terms Agreement dated 19 November 2019. In particular, the First Respondent shall within 10 calendar days of the end of each calendar month supply the Applicant with a Summary Report for that calendar month and the bank statements detailing the balances standing to each bank account of the Fifth to Eighteenth Respondents for that calendar month.

23. For the purposes of paragraphs 21 and 22, a "Summary Report" means a report including details of all payments into and out of each Collection Account and the Debt Service Reserve Account, total debits and total credits and the balance thereof on a daily basis during such calendar month. The "Debt Service Reserve Account" means that account under the Common Terms Agreement, being the First Respondent's account with HSBC Bank Middle East Limited (A/C 012-081543-804).

24. Within 14 days of this Order, the First Respondent must, subject to paragraph 16(2) above, cause to be sworn and served on Applicant's legal representatives an affidavit setting out, to the best of its ability, the information referred to in paragraph 21 above.

COSTS

25. The costs of this application are reserved to the Judge hearing the application on the Return Date.

VARIATION OR DISCHARGE OF THIS ORDER

26. Anyone served with or notified of this order may apply to the Court at any time to vary or discharge this order (or so much of it as affects that person), but they must first inform the Applicant's legal representatives. If any evidence is to be relied upon in support of the application, the substance of it must be communicated in writing to the Applicant's legal representatives in advance.

INTERPRETATION OF THIS ORDER

27. A Respondent who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.

28. A Respondent which is not an individual which is ordered not to do something must not do it itself or by its directors, officers, partners, employees or agents or in any other way.

PARTIES OTHER THAN THE APPLICANT AND RESPONDENT

Effect of this Order

29. It is a contempt of court for any person notified of this order knowingly to assist in or permit a breach of this order. Any person doing so may be imprisoned, fined or have their assets seized.

Set off by banks

30. This injunction does not prevent any bank from exercising any right of set off it may have in respect of any facility which it gave to the Respondents before it was notified of this order.

Withdrawals by the Respondents

31. No bank need enquire as to the application or proposed application of any money withdrawn by the Respondents if the withdrawal appears to be permitted by this order.

Third parties outside Dubai

32. Save as set out in paragraphs 33 and 34 below, this Order will not affect any person other than the Respondent situated outside Dubai until and to the extent that the Order has been declared enforceable by or is enforced by the courts of the place where that person is situated.

33. This Order will affect the following persons situated outside Dubai:

(1) The Respondent or its officer or agent appointed by power of attorney;

(2) Any person who:

(a) Is subject to the jurisdiction of this Court;

(b) Has been given written notice of this Order at his residence or place of business within Dubai; and

(c) Is able to prevent acts of omissions outside Dubai which constitute or assist in a breach of the terms of this Order.

34. In respect of assets located outside Dubai, nothing in this Order shall prevent any third party from complying with:

(1) What it reasonably believes to be its obligations, contractual or otherwise, under the laws and obligations of the country or state in which those assets are situated or under the proper law of any contract between itself and the Respondent; and

(2) Any orders of the courts of that country or state, provided that reasonable notice of any application for such an order is given to the Applicant's legal representatives.

Issued by:
Nour Hineidi
Deputy Registrar
Date of issue: 15 May 2020
At: 4pm

SCHEDULE A

AFFIDAVITS

The Applicant relied on the following affidavits:

NAME	NUMBER	DATE SWORN	PARTY
David Sanders	1st	13 May 2020	Applicant
Mohamed Fayad	1st	13 May 2020	Applicant
Tarek Alazem	1st	13 May 2020	Applicant
Robin Hickman	1st	14 May 2020	Applicant

SCHEDULE B

UNDERTAKINGS GIVEN TO THE COURT BY THE APPLICANT

1. If the Court later finds that this order has caused loss to the Respondents and decides that the Respondents should be compensated for that loss, the Applicant will comply with any order the Court may make.

2. The Applicant will serve upon the Respondents as soon as practicable:

(a) this order;

(b) copies of the affidavits and exhibits containing the evidence relied upon by the Applicant, and any other documents provided to the Court on the making of the application;

(c) the claim form; and

(d) an application notice for continuation of the order (which the Applicant will issue as soon as reasonably practicable).

4. Anyone notified of this order will be given a copy of it by the Applicant's legal representatives.

5. The Applicant will pay the reasonable costs of anyone other than the Respondents which have been incurred as a result of this order including the costs of finding out whether that person holds any of the Respondents' assets and if the Court later finds that this order has caused such person loss, and decides that such person should be compensated for that loss, the Applicant will comply with any order the Court may make.

6. If this order ceases to have effect (for example, if the Respondents provides security) the Applicant will immediately take all reasonable steps to inform in writing anyone to whom he has given notice of this order, or who he has reasonable grounds for supposing may act upon this order, that it has ceased to have effect.

7. The Applicant will not without the permission of the Court use any information obtained as a result of this order for the purpose of any civil or criminal proceedings, either in the DIFC or in any other jurisdiction, other than for

(a) this claim; or

(b) commencing or pursuing civil proceedings for the enforcement of this Order or in support of these proceedings in the Dubai Courts.

8. The Applicant will not without the permission of the Court seek to enforce this order in any country outside the UAE.

SCHEDULE C

THE FUNDS

DATE	PAYING BANK	RECIPIENT	RECEIVING BANK AND ACCOUNT NUMBER	AMOUNT (USD)	AMOUNT (AED)
24 Nov 2019	Warba Bank (K.S.C.P.)	Group of Fathima Co LLC	Dubai Islamic Bank PJSC (A/C XXX)	42,945,528	157,704,570
24 Nov 2019	Warba Bank (K.S.C.P.)	Fathima Trading & Supermarket Company WLL	Arab Bank PLC (A/C XXX)	1,348,620	4,952,403.644
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	Fathima Trading & Supermarket Company WLL	Arab Bank PLC (A/C XXX)	9,291,177	34,070,748
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	Abu Dhabi Commercial Bank PJSC (A/C XXX)	20,411,953	74,850,632
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	Al Masraf Arab Bank for Investment & Foreign Trade (A/C XXX)	9,659,851	35,422,675
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	Tele Link Communication LLC	Al Masraf Arab Bank for Investment & Foreign Trade (A/C XXX)	15,283,893	56,046,036
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	Arab Bank PLC (A/C XXX)	4,101,834	15,041,426
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	Dubai Islamic Bank PJSC (A/C XXX)	11,044,451	40,500,000
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	First Abu Dhabi Bank PJSC (A/C XXX)	2,744,785	10,065,126
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	National Bank of Umm Al Quwain PSC (A/C XXX)	6,839,104	25,078,996
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	United Bank Limited (A/C XXX)	9,445,966	34,638,358
25 Nov 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	Union National Bank (A/C XXX)	1,368,585	5,018,600
10 Dec 2019	ICICI Bank Limited, Bahrain Branch	KBBO CPG Investment LLC	HSBC Bank Middle East Limited (A/C XXX)	25,333,333	93,036,665
10 Dec 2019	Warba Bank (K.S.C.P.)	KBBO CPG Investment LLC	HSBC Bank Middle East Limited (A/C XXX)	14,666,666.66	53,863,334.56
22 Dec 2019	Warba Bank (K.S.C.P.)	KBBO CPG Investment LLC	HSBC Bank Middle East Limited (A/C XXX)	5,500,000	20,198,750
23 Dec 2019	ICICI Bank Limited, Bahrain Branch	One Prepay Co LLC	Al Masraf Arab Bank for Investment & Foreign Trade (A/C XXX)	5,785,191.77	21,243,224.17
23 Dec 2019	ICICI Bank Limited, Bahrain Branch	Group of Fathima Co LLC	First Abu Dhabi Bank (A/C XXX)	2,840,186.88	10,429,166.22
23 Dec 2019	ICICI Bank Limited, Bahrain Branch	Freshly Frozen Foods Factory LLC	Standard Chartered Bank (A/C XXX)	874,621.35	3,211,609.61
			TOTAL	**189,485,747**	**695,372,320**

SCHEDULE D

THE RESPONDENTS' ASSETS

(1) In respect of the First Respondent:

(a) The bank account with HSBC Middle East Limited with account number XXX;

(b) Shares or interests in KBBO Technology Ventures LLC, Centurion Partners Investment, any company within the Freshly Frozen Group, One Prepay LLC, Tele Link Centurion Partners Investment;

(2) In respect of the Second Respondent:

(a) Shares or interests in KBBO General Trading sole proprietorship LLC, the First Respondent, the Fourth Respondent, Fresh Foods

Group Sole Proprietorship LLC; UAE Exchange; Travelex;

(3) In respect of the Fifth Respondent:

(a) Shares or interests in any company in the Fathima Group;

(b) The bank account with First Abu Dhabi Bank with account number XXX;

(c) The bank account with Dubai Islamic Bank PJSC with account number XXX;

(4) In respect of the Eighth Respondent:

(a) The bank account with Arab Bank PLC with account number XXX;

(5) In respect of the Thirteenth Respondent:

(a) The bank account with Al Masraf Arab Bank for Investment & Foreign Trade with account number XXX;

(6) In respect of the Fourteenth Respondent:

(a) The bank account with Abu Dhabi Commercial Bank PJSC with account number XXX;

(b) The bank account with Al Masraf Arab Bank for Investment & Foreign Trade with account number XXX;

(c) The bank account with Arab Bank PLC with account number XXX;

(d) The bank account with Dubai Islamic Bank PJSC with account number XXX;

(e) The bank account with First Abu Dhabi Bank PJSC with account number XXX;

(f) The bank account with National Bank of Umm Al Quwain PSC with account number XXX;

(g) The bank account with United Bank Limited with account number XXX;

(h) The bank account with Union National Bank with account number XXX; and

(7) In respect of the Sixteenth Respondent:

(a) The bank account with Standard Chartered Bank with account number XXX.

NAME AND ADDRESS OF APPLICANT'S LEGAL REPRESENTATIVES

The Applicant's legal representatives are:

Addleshaw Goddard (Middle East) LLP, Level 6, Burj Daman Tower, Dubai International Financial Centre, PO Box 506555, Dubai, United Arab Emirates

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