

ALMARZOUQI

Management Consultancies

8 December 2015

2/N/2015

Consultative Report

The Subject: Final Technical Report Regarding The Litigation

Law suit No / ... – Penal, Dubai

Dubai Courts

The Complainant:

The Accused:

The Manager According to

The Authority Which Requested the Report: The Accused

The Purpose of The Report: Submitting it to The Accused's Attorney

To be included in the Statement of Defense File – to be submitted to

Dubai Courts

The Date of Report: 8 December 2015

The Report Maker: The Expert Engineer / Mohammed Suleiman Al

Marzooqi

(There is a Picture of The Report Maker)

The Report

Note: The accused apply for submission of a technical expertise report regarding the dispute arising between both parties. Thus, the accused presented documents including technical, financial and legal documents in different periods. Besides, such documents included investigations of the public prosecution and the police in connection with the complaint rose against the accused. Accordingly, we made our report based on the documents presented to us and having moved to inspect the materials in Ajman Port; on the other hand, we were neutral when we made our report as much as possible depending on our expertise in the technical fields.

Presentations of any new documents, that have not been presented before by any party, may change the purport of the report and the results to which we reached. However, we cannot be sure that we need to make any change unless new documents are presented officially, or the need to make any corrections or amendments to such report under a deterring pretext on what we mentioned in our report.

Since the accused is in the prison to date and upon the request of the accused in connection with presentation of the inspection report, regarding the materials in Port, separately; the thing which may help the court to take its decision to release the accused if it deems that fit. Thus, an inspection report has been submitted on 15/11/2015 to inspect the materials, subject matter of the litigation, which is existed in Port. Yet, due to the need to make such technical report comprehensive,

we add the latter to the final report so that such report includes the first part, i.e. the inspection report and the second part, i.e. the objective and comprehensive report.

The accused's attorney requested to reply to the following inquiries through the technical report:

1. Showing the nature and verity of the relationship between the plaintiff and the accused?
2. Showing the verity of loan contracts entered into between the plaintiff and the accused and if they have effects on the bank accounts of the accused?
3. Showing if the plaintiff knew that the accused had sent the shipment, subject matter of the complaint, to the Island of?
4. Showing if the equipment, shipped by the accused from the warehouse to the Island of , is in number and description the same equipment the accused returned to Port?
5. Showing if the plaintiff had known that the shipment was returned from the Island of to Port along with the date and means of obtainment of such information?
6. Showing the mechanism by which the oil equipment have been purchased from the company of in addition to the place of purchase and the condition of such equipment upon purchasing thereof ?
7. Showing if there was a collusion or violation committed during the process of purchase of such equipment as per mentioned in the

complaint and if the accused obtained a personal interest or benefit deposited in his bank account as the accused stated?

8. Showing the procedures and actions taken by the accused when he knew that there was a failure or defect in one of such equipment, which had been purchased from the company of , existed in the State of And if there was a negligence or collusion by him against the plaintiff and his company?

9. In general, showing if there was any act on the part of the accused about the facts, subject matter of the complaint, to the effect that he committed any violation or breach of trust in connection with the powers to whom they had been assigned?

In order to answer all such inquires and questions, we shall follow the following method to discuss:

1. The time analysis of events.
2. Description of the materials, their nature and function, the actual purchasing mechanism and their estimated market value and their sizes and amounts in addition to the way by which they moved and its current location.
3. The method and nature of trade dealing between both litigant parties (..... "The Plaintiff 782 – 783" and "The Accused") along with the companies which are the subject matter of the litigation, i.e. "Caspian Energy Solutions, the main company (330) and the branch (83); furthermore, there is a note to the effect that the works of the company in connection with repairing the oil and natural gas wells equipment

outside the State, ...1.... Energy ...2.... (81), ...3.. Global Group, ...4., ...5.....,6..... Engineering Specialties (589), ...7.... (129), ...8.... Oil (148), (322), the Chinese Company of Energy Technology, the Company of Marine For Shipping Services (566), Packaging (568), Wireline Services (475), Energy Solutions (435), – (324, 237, 707) in addition to the way of dealing in export and import processes to and from the State points along with the applicable laws in terms of trading. Additionally, the ways of sending correspondences and letters between the plaintiff and the accused regarding the trade transactions made between them, in addition to the way by which the plaintiff company managed by the accused in his capacity as the manager of such company under the license agreed on between both parties.

4. The professional nature of the work at the oil companies including the excavation and digging and the way by which such service companies are managed in addition to the technical and professional requirements of the managers of such companies.

5. Estimation of the complaint submitted by the complainant's attorney and presentation of the witnesses of the plaintiff upon submitting the complaint by the plaintiff and upon investigation at the public prosecution and presentation of the statement of claim, the complaint and the legal notice by the complainant's attorney in terms of technical and time aspects. **(There is no exhibit or document presented by the**

plaintiff indicating that the accused informed the plaintiff that he had sold the materials).

6. The financial analysis of the trade and business relation and transfer the moneys between the parties and the companies, subject matter of the litigation, including analysis of the audited financial balance sheet of the first year.

Whereas the main part of the litigation, in terms of the first complaint, is:

The complaint raised by the complainant's attorney (.....) at the police station of with the accusation of taking over equipment belong to the plaintiff (the event 193 – the schedule of events time analysis)

Thus, it is required to move to inspect the materials at Port. Accordingly, we personally moved to inspect the materials at Ajman Port and we made the following report.

Yet, before proceeding the analysis, we should indentify the concerned and parties and companies which have to do with the litigation as they shall be mentioned in this report in several places.

The Definitions:

The Name	The Definition	The Exhibit
..... – The Plaintiff (the owner of	He obtained a master in civil law from France, besides, he holds a doctorate in	560/769/603 /774/779/70

<p>the plaintiff company in the second complaint and he claimed the ownership of the plaintiff company in the first complaint</p>	<p>attestation laws and he obtained a doctorate in taxes laws from France – He is the chief executive officer of the investment company of ,, in Dubai, and he is a partner in the company of Index & in Dubai Financial Center in the field of investments management, and he is the chief executive officer at the German company of and a partner therein which is specialized in the investment in the field of gold excavation; besides, he is the founder and owner of the company of Energy Group in And he is the owner and founder of the company of Energy Solutions in Yet, he concentrates in the field of funds and financial assets management.</p>	<p>8/ 771</p>
<p>..... – The Defendant in both complaints</p>	<p>He holds a certificate in electronic engineering, and he started his job in the field of oil and gas projects since 1992 and moved between several jobs in the international companies which are well-reputed and operating in the field of oil</p>	<p>776-778/83</p>

	<p>and gas and in several countries till 2014, i.e. about 22 years; then, he became a specialist in the same field and technical and trade fields; besides, he acquired public relationships with all other companies; on the other hand, he never been convicted in incidents in violation of the profession rules. Thus, the companies, at which he worked, recommend him, and his consultative expertise had to do with his honesty and integrity till the date of preparation of this report. Moreover, he created and made some trade relations at the recent period since 2012 for the purpose of starting his own business in the field of presentation of the oil services outside the country. Furthermore, he holds the position as a manager of the company of Caspian Energy Solutions DMCC, also he worked as assistant of the marketing manager at the company of NPS but he worked at such company for a short period from the date of preparation</p>	
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	this report.	
..... Energy (The Main Company)	It is a company incorporated and established by and for the purposed of the trade and business relation between them in 2014, besides, it is licensed in Islands of The main license of the company was issued on the basis of that the founder and the owner of such company is under direction of On the other hand, it is noted that the works of the company include repair of oil and natural gas wells equipment.	710/330
Energy Solutions – -	It is a company established and incorporated by for the purposes of the trade and business relation between them in 2014; besides, it is licensed and it is noted that the works of the company include repair of oil and natural gas wells equipment outside the country, also works as a manager in such company in accordance with the license.	83
The company of Global	It is a company established and	509 – 536,

Group	incorporated several months before the parent company and branch of , and it is owned and managed by under the license and it works in the field of energy and oil from the islands of	505
The company of (the plaintiff in the first complaint)	It is a company established in 2013 and it is owned and managed by in accordance with its license and it works in the field of gas and oil, on the other hand, many activities have been later added to the activities of this company, besides, this company is not registered within or outside the State.	555 / 736
The company of For Navigation & Supply (Business Logistics)	It is a shipping company licensed in Dubai, besides; it has dealings and transactions with the company of since 2014 till filing the present litigation. On the other hand, it shipped the goods, subject matter of the first complaint, under the approval of And From Jabel Ali to the warehouse in Al Qouz and from the warehouse of Al Qouz to Ajman Port at the re-exportation stage.	569 and in other several locations

<p>The Company of</p>	<p>It is a company works under a license in United Arab Emirates in the field of oil services; besides, it is the company which sold some of the equipment to the company of in order to be used by the company of , such equipment are still lost to date and no one knows where they are; yet, claims that he shipped them to Island of Kish in Iran.</p>	<p>476</p>
<p>The Company of Engineering Specialties</p>	<p>It is the oil services company which is known internationally, which head office is located in Abu Dhabi, and it made a contract with the international excavation company of Oil which excavate and explore oil and gas in the State of Turkmenistan in order to provide oil services. On the other hand, the company of, in turn, made a subcontract with the company of ... in order to provide some oil services including leasing the concrete pumps and accessories thereof; yet, the company of Assigned such concrete pumps and accessories thereof</p>	<p>589</p>

	to the company of within the subcontract; such materials and goods are the subject matter of the second complaint in this lawsuit.	
The Company of “.....Services – Branch	It is a company established in Abu Dhabi and has branch at Dubai Multi Commodities Center “.....” and works in the field of petroleum services and at which the so-called worked as marketing manager assistant. On the other hand, this company entered into a subcontract with the company of in Turkmenistan as mentioned above in the definition of the company of Besides, this company sold the equipment and the subcontract to the company of, and it is the company which complied with re-purchasing such equipment in accordance with an agreement signed between both parties.	129
The Company of For Companies Establishing	It is a company works in the field of Provision of Companies Establishing Services, besides, it took part in	322

	<p>establishment of many companies in Islands of Caiman mentioned above, and it took part in establishment of the company of which was established and managed and run by the so-called under instructions of the so-called</p>	
<p>The Chinese Company of Energy Technology</p>	<p>It is the Chinese company which sold the Chinese equipment for excavation and exploration of gas and petroleum, subject matter of the inspection at Ajman Port and it represents the subject of the first complaint.</p>	<p>726 - 725</p>
<p>The Company of For Shipping Services</p>	<p>It is the company which returned the Chinese goods, subject matter of the first complaint, from the Island of Kish in Iran to Ajman under the instructions of upon the request amended by to the effect to return such equipment.</p>	<p>566</p>
<p>The Company of Packaging ...</p>	<p>It is the company which packaged the Chinese goods, subject matter of the first report, desired to be re-exported from the warehouses of Al Qouz belong to the company of to Ajman Port on</p>	<p>568</p>

	22/8/2015, on the other hand, the invoice of such goods was paid by in his capacity as the manager of the company of	
.....Wireline Services	It is a company works under a license in United Arab Emirates in the field of petroleum services; besides, it is the company which sold some of the equipment to the company of in order to be used by the company of, such equipment which are considered lost to date and no one knows where they are, and they are claimed to be shipped to the Island of Kish in Iran by in his first complaint.	475
.....	It is Which is a government organization conferring the work license and business practice in specific activities; besides, it issue the residences permits for the employees and laborers who work at the companies registered thereat under its legal responsibility.	602
The Company of	It is a company owned by and	433 / 324

	works in the field of oil fields and it is incorporated and registered at the Free Zone in Ras Al Khaimah; besides, disclosed such company in his undertaking letter signed with the company of with	
The Company of “. Kish”	It is a company owned by works in the field of Oil Fields and it is registered and incorporated at the Free Zone in Island of Kish in Iran, on the other hand, disclosed such company in his undertaking letter signed with the company of .....Group with	324, 237, 707
The Company of	It is a company owned by works in the field of Oil Fields and it is registered and incorporated at the Free Zone in Island of Kish in Iran, on the other hand, disclosed such company in his undertaking letter signed with the company of Group with ; Yet... owns this company and keep working in it and agreed with on the same.	324 / 377 / 382

First: The First Part: The Inspection Report

The Contents

First: Date of Inspection:

We moved to Ajman Port in order to inspect the materials, subject matter of the litigation, on 9/11/2015 after noon. (The moving minute's exhibit is attached herewith + page 399).

Second: The Inspection Reasons:

1. In order to make sure if the materials, mentioned in the complaint raised by the victim against the accused, are existed in Ajman Port and to describe their condition.
2. Counting such materials, subject matter of the litigation, in accordance with the lists issued by the shipping company which conveyed the materials from the warehouse of the complainant company to Ajman Port and then shipped from Ajman Port to Island of Kish in Iran and returning them from Island of Kish in Iran to Ajman Port again.
3. Proving condition of such materials if they are reused or not.

Third: Description of the Materials, Subject Matter of the Litigation:

The description of the materials was different between the complaint and the committal order issued by the public prosecution to the honorable court; therefore, the same should be clarified as the following:

1. The Description According to the Complaint (Page 74):

3. The complainant owns equipment and machines used for petroleum wells digging amounting to (9) millions dirham as set forth and proved in the purchase invoices of such equipment and machines, and it keeps them in its warehouse located in Al Qouz.

Page (74)

5. Yet, the complainant was surprised on 30 August 2015 when it received emails sent by the defendant notifying it that he had moved the equipment from the warehouse of the complainant at Al Qouz, without informing it or obtaining its approval on the same, to unknown destination and that he had also sold them as he claimed.

Page (75)

Whereas the complainant authorized the defendant and assigned him to look and search for a purchaser for its equipment and machines and provided that they should not be conveyed outside the State or sold without having recourse to it in connection with the purchaser and conditions of sale and to give a chance to the complainant to directly contact and communicate with the purchaser; yet, the defendant misappropriated and took over the same equipment and machines from the warehouse without informing the complainant about the same or obtaining its approval; however, he sold it without handing the complainant the sale vale or anything proves that he sold such equipment and machines and their sale price.

(Page 58 – 68) The materials requested from the victim company ofEnergy on 26/3/2012, and the invoice of such materials was requested to be paid by the Chinese company on 3/5/2014 in accordance with the document presented by the complainant:

To: Industry , Invoice No:

..... : 3 May 2014

Dubai United Arab Emirates Order No. MN/AM-2012 – 1010-01

(Page 85 – 86)

Half of the equipment value has been paid in 2012.

Note: 50% advance payment paid by : 50% a balance paid before

(Page 40)

These materials represent the first group, i.e. materials requested by the complainant company and a half of which value has been paid by the complainant company before the accused worked at the victim, and arrived in May 2014 in order to be resold.

Commercial Invoice

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The Products & Prices List

No.	Description	Qty	Unit	Unit Price (Euro)	Total Price (Euro)
1	Gas transporter 3 3/3	600	Each	566.50	339.900

	Inch 60DEG 6SPF, with loading pipe 30 Fit Nom OAL 21 ft		unit		
2	Gas transporter 3 3/3 Inch 60DEG 6SPF, with loading pipe 10 Fit Nom OAL 11 ft	50	Each unit	312.50	15.625
3	Gas transporter 3 3/3 Inch fabricated non-axial 20 ft Nom 21 ft OAL	500	Each unit	480.50	240.250
4	Gas transporter 3 3/3 Inch fabricated non-axial 10 ft Nom 11 ft OAL	10	Each unit	354.00	2.540
5	TCP 1 upper joint	4	Each unit	78.15	912.60
6	Lifting joint 3 3/8 Inch Upper Joint	2	Each unit	0.00	0.00
7	Synonymy joint 3 3/8 Inch TCP with partition consolidator and accessories	20	Each unit	136.75	2.735
8	Synonymy joint toothed 3 3/8 inch TCP	200	Each unit	82.00	16.400

9	Transmission set toothed	200	Each unit	4.30	8.600
10	Consolidated trunk 3 3/8 Inch	20	Each unit	78.15	1.563
11	Rings or viton for joint 3 3/8 inch	1000	Each unit	1.20	1.200
12	Rings or HNBR for joint 3 3/8	1000	Each unit	1.40	1.400
13	Transporter lifting joint 3 3/8 inch (lifts 3 1/2 inch)	2	Each unit	156.50	313
14	Systems processing plug 3 3/8 inch (...)	10	Each unit	43.00	430
15	Systems processing plug 3 3/8 inch (Bon)	10	Each unit	43.00	430
16	Stabilization board (C) for systems 3 3/8 inch	2	Each unit	136.75	273
17	Opening head for hydraulic direct pressure release with EUE 2 7/8 inch	4	Each unit	386.75	1.547
18	Time hindering system 3 3/8 inch with long hollow wire	20	Each unit	93.75	1.875

The Total Ex-works Price				635.394.10
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Commercial Invoice

M/S:		
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The Products & Prices List

No.	Description	Qty	Unit	Unit Price (Euro)	Total Price (Euro)
1	Gas transporter 3 3/3 Inch 60DEG 6SPF, with loading pipe 20 Fit Nom OAL 21 ft	600	Each unit	566.50	339.900
2	Gas transporter 3 3/3 Inch 60DEG 6SPF, with loading pipe 5 Fit Nom OAL 6 ft	4	Each unit	234.50	938
3	Upper joint for Wireline	4	Each unit	78.15	312.60
4	Synonymy joint 3 3/8 Inch for Wireless and accessories	6	Each unit	86.00	516
5	Adaptor of pure head Wireless 3 3/8 inch	4	Each unit	78.15	912.60

6	Opening head for pressure release 86 of CTP	4	Each unit	371.10	1.484.40
7	Opening head for direct pressure release as a pulley for CTP	2	Each unit	429.70	859.40
8	Roll-on conductor for the pulley pipe 1 ½ inch, wall thinness 0.125 with waving tool.	2	Each unit	230.50	461
9	..... joint for pulley pipe hollow	2	Each unit	527.35	1.054.70
10	Inspection valve with double fin for the pulley pipe hollow	2	Each unit	1.758.00	3.516
11	Joint for safety inspection release working by pulley for the pulley pipe hollow	2	Each unit	898.50	1.797
12	Cylindrical joint flow rotation for the pulley pipe hollow	2	Each unit	1.445.0	2.891
13	Cables heads 1 1/16 inch for wireless mono 7/32	2	Each unit		

	inch 4 pieces set, type of Con 2 – TTTAN PN S646 000-000				
14	Reform loader for cables heads 1 11/16 inch (item 1 above)	2	Each unit		
15	Correction 3 1/8 inch CCL – wire type: GO: TTTAN P/N 0257-510-000	2	Each unit		
16	Reform set for CCL correction 3 1/8 inch (item 3 above)	2	Each unit		
17	Speedy change assembly 3 1/8 inch – TITAN P/N 0256-000-070	2	Each unit		
18	Reform set, change assembly 3 1/8 inch (item 5 above)	2	Each unit		
The Total Ex-works Price					371.936.58

Banking Details:

(Page 46) while the second group of the materials has been supplied in October 2014 through the company of, a local company deposited its bank account within the State.

M/S:	Invoice No. 011545
.	Invoice Date: 16 October 2014.
	Project No. N/A

No.	Description	Qty	Unit	Unit Price (Euro)	Total Price (Euro)
1	Equipment PCE 10K and Accessories CH	1	Set	528.480.00	528.480.00
2	Skid frame for equipment PCE	1	Piece	48.444.00	48.444.00
3	Hydro fit fees to renew the PCE set and spare parts	1	Time	104.290.00	104.290.00
4	Trunks, rings or – multi meter, Mega meter	1	Set	8.078.50	8.078.50
5	Renting test pump HYD, plan registration and the branching pipe	1	Time	2.600.00	2.600.00
6	Transportation and fork lift	1	Time	1.710.00	1.710.00
7	Wireless Skid	1	Unite	367.000.00	367.000.00
8	Repair fees	1	Time	29.910.63	29.910.63

	Bank Details:				
	Bank name: Dasco General Trading LLC				
	Account No. 1014279441701				
	Bank name: Emirates Dubai National Bank				
	International bank account No. AE02 0260 0010 1427 9441 701				
	The Cost:				1.090.513.13
		Handling fees 15% for the materials from 2 to 6 and 8			29.254.97
	The Amount: Only one million one hundred nineteen thousand seven hundred sixty eight dirham and 10 fils.			The Total	1.119.78.68.10
	The sold goods cannot be returned or		For (there is seal and signature)		

	<p>replaced.</p> <p>Any dispute arising between the parties shall subject to the exclusive jurisdiction of Dubai Courts.</p>		<p>E and OE. They have been delivered in good condition.</p>
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(Page 48) while the third groups of the materials have been purchased from the company of Wireline Services.

M/S: Wireline Services	P.....
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The Date: 3 November 2014 – Reference:

..... , Dubai, United Arab Emirates

The Subject: Prices Offer For Unit and Mast – Zone 2

Attn: Mr. (.....)

Dear Sir

With reference to your inquiry; accordingly, we present the following prices offer:

Description	Qty	Price Unite (USD Dollar)	Total Price (USD Dollar)
Marine Skid Unite, Zone .. * The Manufacturer: Dina Wansh * The Model: Control Cap * The Manufacturing Year: March	1	USD 305.000	USD 305.000.00

2015. * The Serial Number: 21183 * The Meter: Lee Specialist * The Engine: Parakans – Serial Number: U80318C			
Mast: * Almar * Serial No: WMA1 – 601 – 033 * Model: 2004 – 2005 * Net Weight: 1250 kg. * S.W.L / Net Load: 110 kg. * Total Minimum Weight: 1360 kg.	1	USD 124.500	USD 124.500.00
The Total Amount			USD 429.500.00

1 – All prices are ex-works price, Abu Dhabi, and Estimated in USD unless it is stated otherwise and as per net amounts.

2 – The Offer's Validity: 30 Days.

3 – The Payment: (needs more discussion)

4 – Availability: available.

Thanks,,

..... and Wireline Services (Signed & Sealed)

2. Description as per the committal from the public prosecution to the honorable court (Page 2).

He misappropriated movable properties, i.e. equipment and machines of oil wells digging, amounting to (9) millions dirham, owned by the victim / the company of Dubai handed to it on consignment and took them over for his benefit in order to cause damage to the above mentioned company which has the right in such equipment and machines as it has been proved in papers.

3. The Description as per the victim (Page 5).

Q: - What is your comment on the exhibits presented to you according which the accused claims that the goods was entered to the State and that you refuses to receive them ?

A: - I do not know if the goods arrived at the State, and I do not know where they are to date; besides, I have not been notified about anything by the accused or his attorney; on the other hand, I add that I do not know the company of Shipping or its relation with the event, subject matter of the lawsuit, moreover, such exhibits do not prove that the goods finally arrived at the State; besides, such exhibits include not data about the goods or details thereof.

According to page (10)

..... e-mail to me the effect that he will sell the equipment which are existed in the warehouses and will send them outside the State; besides, there is a purchaser at Island of Kish in Iran; yet I replied to him through email demanding the accused to send details about

According to page (10), The Victim Stated The Following:

A: - I state that the accused is a broker works at the company of..... which assigned him to sell the equipment and machines of such company related to oil wells digging amounting to nine millions dirham as it is proved in the invoices and exhibits; and that such equipment and machines are stored in the warehouse of the company at Al Qouz Area 3. The conclusion is that on 11/8/2015, the accused sent an e-mail to me the effect that he will sell the equipment which are existed in the warehouses and will send them outside the State; besides, there is a purchaser at Island of Kish in Iran; yet I replied to him through email demanding the accused to send details about the purchaser; yet, the accused on 12/8/2015 sent me papers through email in order to approve the sale of such equipment and machines; yet, I did not approve the same; then on 25/8/2015 I sent an e-mail to the accused asking him not to remove the equipment out of the warehouse and not to sell them. On the other hand, on 30/8/2015 the accused sent me an email to the effect that he sold the same equipment; accordingly, I asked him to meet me; yet, the accused told me that he was outside the State though the accused sold such equipment and removed them out of the warehouse without my knowledge or approval; then, he took over the same equipment; on the other hand, both witnesses / in his capacity as the watchman of the warehouse, and / who witnessed that the accused came several time to the warehouse and removed the equipment and machines from the warehouse; I also add that the accused, when he sent me the exhibits in connection with the sale to be

approved by me, I did not approve such papers related to a part of such equipment and machines not all of them; besides, I do not know how did the accused dispose with the other part of such equipment; furthermore, I went, accompanied by the lawyer

According to (Page 11), the victim stated that he knew about the materials when he agreed with the accused, which means that the materials and equipment were known and existed before the accused joined work at the victim for the complainant company.

A: - The accused was my friend and I agreed with him on that he works as a broker in connection with the sale of the equipment and machines related to the oil wells digging; thus, the same agreement was verbal as I authorized him to look and search for a purchaser for such equipment and earn profits along with the equipment of company and I own the latter company of; yet, as for the company ofEnergy, it is a company belong to and owned by the accused / the manager of

Q: - What is the description of the goods which had been removed from the warehouse?

A: - Big engines, equipment, machines and pipes.

(Page 14)

Q: - What was the condition of the equipment and machines which had been removed and conveyed from the warehouse?

A: - They were usable equipment; yet, I have no idea about the field of its use.

(Page 16)

The conclusion is that through the month of August in 2015, I do not know the exact date, the accused / came to the warehouse accompanied by several people who worked at the company of and took the equipment and machines and pipes and loaded them in a number of 16 or 17 containers of size 40 ft. Meanwhile, the victim was in France and was not at the State; yet, he came to the warehouse after he had come back from France to the State.

(Page 15)

Q: - Where and when did this happen?

A: - In the middle of the month of August; yet, I do not remember the exact date.

(Page 15)

Q: - How many times did the accused / come to get the goods out of the warehouse?

A: - The accused used to come twice or three times to the warehouse accompanied by the owner of the victim company, i.e. and he held some objects from the company; as for the goods subject matter of the lawsuit, the accused came 3 or 4 times along with the laborers at the company of

Q: - What is the description of the goods which had been removed from the warehouse?

A: - Big engines, equipment, machines and pipes.

(Page 14)

Q: - What was the number of the containers in which the equipment and machines conveyed?

A: - About 15 to 17 containers of size 40 ft and they were designed for shipping.

5. The description according to the sayings of the witness /
(Page 19)

On 16, 17/8/2015, the accused / came to the warehouse accompanied by several people, who worked at the company of and took equipment from the warehouse, i.e. pipes and big engines and put them in 16 or 17 containers of size 40 ft; then, I asked the so-called / - Iranian National – who was among such people and he used to come to the warehouse

(Page 16)

Q: - Where and when did this happen?

A: - On 16, 17/8/2015 and thereafter.

(Page 15)

Q: - What was the number of the containers in which the equipment and machines conveyed?

A: - About 15 to 17 containers of size 40 ft and they were designed for shipping.

Q: - What was the condition of the equipment and machines which had been removed and conveyed from the warehouse?

A: - They were usable equipment; yet, I have no idea about the field of its use.

(Page 18)

A: - Having moved the goods and equipment from the warehouse by the accused, the victim came back from France and got in the warehouse; then, he surprised to see that there was no pipes or engines, thus, he asked me about this, I answered that the accused came and removed them; that time I saw

Q: - What is the description of the goods which had been removed from the warehouse?

A: - Big engines, equipment, machines and pipes; yet, I have no idea for what are they used.

(Page 17)

Q: - What is the does the company of have to do with the incident, subject matter of the lawsuit?

A: - I do not know; but I saw the name on the trucks of such company in addition to the uniform of its laborers.

6. The description according to the sayings of the accused (Page 25), i.e. the materials was at the warehouses since November 2014.

A: - I state that I work at the company of as a marketing manager. I purchased equipment from the Republic of China for an amount of Euro 10.330.128; thus, the first shipment of such goods arrived in the month of November while the second shipment arrived in December of 2014, and I

Q: - Where and when did this happen?

A: In the months of November and December of 2014, I stored the goods at the warehouse at Al Qouz Industrial Area temporarily till disposing of the same.

(Page 25)

Kish and the general manager of the company / the so-called – French National – knew about the same; thus, in the month of August in the present year, I sent the goods to the Port of Ajman in order to be shipped to the Island of Kish; then, the manger of the company sent an email to the manager of the company.

(Page 24)

Which value amounting to 9 millions, then I took over

A: - This is not true, the truth is that I did not misappropriate any amounts from the company; besides, the general manager of the company / the so-called knew that I had asked to return the equipment upon the his request to me to return the same.

Fourth: A List of The Attached Exhibits:

1. Packing invoice of the materials at Al Qouz warehouse number of 71 boxes on 22/8/2015, the description of the materials: materials have to do with the oil fields (page 568 by the company of
2. Invoice of removal of a number of 106 boxes for a number of 9 trucks on 24/8/2015 for materials which have to do with the oil and gas fields from warehouses of Al Qouz to the Port of Ajman (page 569) by the company of

3. Invoice of removal of the materials by the sea from Ajman to Island of Kish in Iran as per the attached list of the materials dated 20/9/2015 (Page 566) by the company of for Shipping Services.

4. The total invoice for supply the materials and remove them from the warehouses at the Port of Ajman to Island of Kish in Iran by the company of on 23/8/2015 (page 226) of a number of 106 boxes.

5. A list of the materials shipped from the Port of Ajman to Island of Kish in Iran for a number of 35 boxes (page 220).

6. A bill of lading for the materials of a number of 35 boxes (page 221).

7. A list of shipped materials of a number of 71 boxes (page 223).

8. A bill of lading for the materials of a number of 71 boxes (page 225).

9. The customs letter for a number of 35 boxes (page 224).

10. The customs letter for the materials of a number of 71 boxes (page 224).

11. A bill of lading for the materials of a number of 106 boxes (page 227).

12. A list of the shipped materials from Island of Kish to the Port of Ajman for the materials of a number of 35 boxes (page 234 - 236).

13. The shipping invoice for the materials of a number of 35 boxes from Island of Kish in Iran to Ajman (page 237 - 238).

14. A list of the materials shipped from Island of Kish for the materials of a number of 71 boxes (page 246 - 247).

15. The shipping invoice for the materials of a number of 71 boxes from Island of Kish in Iran to Ajman (page 245).

16. A bill of lading of a number of $71 + 53 = 106$ boxes (Page 233).

17. An invoice for payment of the storage and shipment charges in preparation for removal of the materials to the Port of Ajman to the warehouses at Al Qouz having obtained the approval from the victim (page 567).

Fifth: Analysis of the Attached Exhibits Regarding the Materials, Subject Matter of the Litigation

1. Proving that the materials, shipped from the warehouses of Al Qouz to the Port of Ajman, were for the purpose of shipment to Island of Kish in Iran.

The two letters sent by the accused and the victim which are presented from the complainant company owned by the accused (page 57 and 59).

2. Proving that the materials, shipped from the warehouses of Al Qouz to the Port of Ajman, were for the purpose of re-exportation in order to save the customs expenses incurred by the owner (the victim) by an effort made by the accused.

The letter sent by the accused and presented from the complainant company owned by the accused (page 59).

3. Proving that the materials, to be shipped to Island of Kish in Iran, were the first group of materials we mentioned in our report above.

Having studied all shipment documents along with the invoices issued and set forth in item Fourth above and both letters sent by the accused and the victim, presented by the complainant company owned by the

accused (page 57 and 59), we find that the accused and the victim verbally and actually intended that the materials represent the first group mentioned in our report in connection with the classification of the materials mentioned above not all the groups. i.e. such group imported only from China for re-exportation.

4 . Proving that the materials, returned from Island of Kish in Iran to the Port of Ajman, are the same materials shipped from Ajman to Island of Kish in Iran.

We proved, according to the field and personal inspection and examination of all materials and opening of the boxes and doing the measures and reviewing the list of materials mentioned in the shipping invoices attached in this report, that the materials, returned from the Island of Kish to the Port of Ajman, are the same materials shipped from Ajman to Island of Kish in Iran and that the period of shipping such materials from Island of Kish and returning them took only one month.

5. proving that the materials, arrived at the Port of Ajman existed upon the inspection were in good condition.

We proved, according to the personal inspection and having examined all materials and opened all boxes and made the measures, that all the materials were in good condition; rather, the oil in the pipes was pure and in good condition the thing which indicates that they were maintained during storage and shipping and that they can be used.

6. Proving that both the complainant and the defendant exactly knew the materials which have been shipped from the State, i.e. the first group of materials.

In accordance with the documents, presented by the complainant, we find that both letters, exchanged between the victim and the accused, show the following:

The letter sent by the victim to the accused (page 57)

..... 11 August 2015 – 17:22

From:@gmial.com

To:@.....-es.com

Dear,

Please advised me about your plans related to the goods.

Will you sell them? To whom? Please provide me with the contract?

If you are not going to sell them, what are your plans? Where will you store them?

However, please provide me with all necessary information.

Thanks,,,,

Reza

The reply of the accused to the victim's letter (Page 59):

E-mail letter (.....@gmail.com)

The Documents

.....@.....-es.com (.....@.....-es.cm)

11 August 2015 – 21:48

To:@gmial.com

Dear,

I try to sell all equipment; we have purchased, and offered them to two of the concerned parties.

Now, we shall ship the goods to Island of Kish in Iran in the name of In order to recover our deposits less a rate of 25%; besides, I took all required and necessary arrangement and measures to store the same temporarily in Island of Kish in Iran.

On the other hand I will send the shipment invoice to you along with the packing lists and inform you about the latest and updated information during the course of the works.

Best regards,,,

.....

The reply of the accused clearly shows that the reason behind shipping the materials to the Island of Kish In Iran was for the purpose of storage in order to recover the customs charges held thereat at a rate of 5% of the value of original invoice of the materials imported from China in accordance with the customs system. Moreover, in case of re-exportation of such goods or removal thereof outside the State; then a rate of 75% of the customs charges held shall be saved; besides, the storage charges inside the State shall be also saved.

Sixth: The Pictures (Photos):

Attached herewith a set of pictures taken in the Port of Ajman and they show a number of 108 boxes though the number of boxes, removed from the warehoused at Al Qouz (belong to the complainant) to the Port

of Ajman in August 2015, was 106 boxes while two additional boxes were found, i.e. light and simple tools. Which means that the same pictures prove that the materials, shipped to Island of Kish in Iran, are only the first group and they are not match with the bills of lading and the sayings of witnesses in terms of the number of shipments and the name of shipping company (the shipper).

(There is a picture of the goods)

Seventh: inspection summary

Inspection Report Summary

- 1- To verify if the materials mentioned in the complaint filed by the victim against the defendant are existed in Ajman Port, besides providing a description for their condition.

The conclusion: it has been proved to us that the materials of the first group are completely existed in Ajman Port on the date of movement (9/11/2015) and they are in a good condition.

- 2- To inventory the materials (subject of dispute) in accordance with the statements issued by the land cargo company which has carried the materials from the warehouse of the plaintiff company to Ajman Port to be shipped to Kish Island in Iran and then they were returned from this Island to Ajman Port.

The conclusion: it has been proved to us certainly that the materials which were carried from Al Quoz warehouse to Ajman Port and then to Kish and returning them to Ajman are the materials from the first group according to our aforesaid classification of the materials mentioned in the report.

3- To verify from the status of these materials in respect of reusing them or not.

The conclusion: it has been proved to us that the materials are completely intact, they are ready to be used and free of any defects. In addition, no damages occurred to them during shipping or unloading, as the charges have been paid to be ready for carrying from Ajman to the place decided by the plaintiff for shipping. In this case, the shipping company shall package some materials in preparation to carry them to the victim's warehouse.

Whereas the second part of this report shall be the detailed substantive report

Second part: detailed comprehensive report

To answer these questions, we will follow the following method in search:

- 1- The time analysis for the events.
- 2- Describing the materials, their nature, function and the mechanism in which they were bought, besides their estimated

market value, their sizes and the way of carrying them and their current location.

- 3- The mechanism of the commercial dealing and its nature between the two litigants (...../plaintiff and/defendant) in addition to the companies which are the subject matter of the dispute (..... Energy Inc, its branch... Energy,, Energy Group (724),,,, .., Oil ,, Energy Technology (Chinese company) as well as to the way of dealing in import, export at the country's ports and the laws applied on commercial transactions, besides the way of correspondences between the plaintiff and the defendant regarding the commercial activities between them, the method in which the defendant has run the plaintiff company in his capacity as a manager as per the license and the agreement between the two parties.
- 4- The nature of working with the oil companies, including exploration, drilling, method of management of these companies, and the technical and professional requirements of the managers of these companies.
- 5- Evaluating the notification submitted by the plaintiff's attorney, besides the testimony submitted by the witnesses upon submitting the notification by the plaintiff and conducting the investigation at the public prosecution and evaluating the statement of claim, the complaint and the legal notice submitted by the plaintiff's attorney regarding the technical aspect and time.

(there is not any document submitted by the plaintiff, which indicates that the defendant has informed the plaintiff that he has sold the materials)

- 6- The financial analysis of the commercial relation and transferring the monies between the parties and the companies (subject of dispute) including the analysis of the audited balance sheet in the first year.

The search

First: the time analysis of the events:

The time sequence of the events related to the subject of the dispute in general and the relation between the two litigants in particular should be included in this report in order to enable the reader of this report to evaluate the final result reached by this report. Also it should pay attention that the times included in the emails submitted by the two parties are different due to the difference in time in the countries of the two parties. As the two parties have corresponded from two different countries and Dubai may not be one of these two countries.

The schedule of the events show the credibility of the two litigants' sayings compared with the facts included in the documents and this will help the reader to understand the nature of the dispute clearly and the goals behind the dispute. We pointed out that all events are documented according to the documents the most of which have been

sent electronically or officially, as the experts have not based on the unsubstantiated or verbal sayings from the party requested the report.

Seclude of Events

No.	Date	Event	Document
1	22/October/06	The date of manufacturing the equipment in Turkmenistan (subject of dispute) for the unit 605-SV (Chinese product) which are two pumps on one platform to fix the drilling wall upon exploration for gas and oil through pumping an appropriate wall of cement.	577-588
2	26/March/12	The date of order for the drilling equipment (subject of inspection) at Ajman Port and dispute with Energy Technology Co Ltd (Chinese company)	725-726
3	16/October/12	Issuing the residence permit for under sponsorship of ... from as assistant marketing manager.	101
4	27/November/12	..... departure to Turkmenistan from Dubai Airport	741
5	30/November/12	..... arrival in Dubai, coming from Turkmenistan	741
6	17/February/13	..... (Plaintiff) has established For pursuing oil activities. Knowingly that, the company's activity has been expanded through the renewal to include more oil	555, 736

		activities and its derivatives. Also there is not any indicator that the company exercising the activities of repairing the equipment of oil and gas outside the country, thus the it is exercising inside the country.	
7	20/February/13	The certificate of inspection of the equipment (subject of dispute) in Turkmenistan regarding the unit No. SV-605. And this certificate indicates that the customer is ... Company and the equipment are ready for work in connection with the safety conditions.	586
8	5/August/13	The certificate of inspection of the equipment in Turkmenistan-subject of dispute over the unit No. SV-605. And this certificate indicates that the place of inspection is In Abu Dhabi and the owner is	584
9	6/August/13	The certificate of inspection of the equipment (subject of dispute) in Turkmenistan regarding the unit No. SV-605. And this certificate indicates that the owner is And the equipment is ready for working in dangerous places.	585
10	31/August/13	The letter issued by for Onshore Petroleum Operations regarding their	591

		comments on the equipment in Turkmenistan - subject of dispute over the unit SV-605- including the repairing works for the muffler, the control observation devices, the control panel only without mentioning that there was any failure in internal engine of the equipment.	
11	1/September/13	The certificate of inspection of the equipment in Turkmenistan-subject of dispute over the unit No. SV-605, BB-679 type, which is prepared by And this certificate has been signed by the officers authorized for conducting all inspections and repairs on the equipment.	574
12	28/September/13	The certificate of inspection of the equipment in Turkmenistan-subject of dispute over the unit No. Type, which is prepared by And this certificate has been signed by the officers authorized for conducting all inspections and repairs on the equipment.	575
13	28/September/13	The certificate of repairing the failures in the equipment in Turkmenistan-subject of dispute over the unit No. , which is prepared by And this certificate has been signed by the officers authorized for conducting all inspections and repairs on	576

		the equipment.	
14	29/September/13	The certificate of inspection of the equipment in Turkmenistan-subject of dispute over the unit No. type, which is prepared by And this certificate has been signed by the officers authorized for conducting all inspections and repairs on the equipment.	573
15	5/October/13	The certificate of compliance with Guidelines regarding the accessories of the equipment in Turkmenistan-subject of dispute over the unit SV-605, which indicates that the owner is Company and the inspection have been conducted in Abu Dhabi.	581-583
16	8/October/13	Form of delivering the equipment in Turkmenistan-subject of dispute over the unit SV-605- to the project site of Specialized Engineering in Abu Dhabi by	589
17	15/October/13	.... Company has commenced to settle the conditions of the project site in Turkmenistan, regarding the equipment-subject of the dispute and the contract.	758
18	6/February/14	Issuing the memorandum of association of Energy Group by Walkers pursuant to the laws applied in Cayman Islands.	509-537, 505
19	24/March/14	Issuing the purchase order for the drilling	722- 724

		equipment- subject of inspection at Ajman Port and dispute- by Energy Technology (Chinese company), which was signed by two companies (.....Energy Group) for the total amount of (EUR 1.007.330.95). As the buyer is	
20	29/March/14	Statement of account issued by HSBC which indicates that has received his salary at (AED 43548) from the company named .....Exploration and Development	622
21	1/April/14	The letter issued by the manager of Company Formation Co. to that there is s similar name to	460
22	1/April/14	The email message sent by to the manager of Company Co., informing him that the trade name should include the word ... (..... Sea) because the company will complete works in Turkmenistan, Kazakhstan, Sea and it shall be hard to avoid the name. In addition, he has suggested a name to him ".... Oil Services" as is established in and it is owned by me and which will possess most shares in the new company.	459
23	1/April/14	The email message sent by to the manager of Company Co., informing him that the activity of the new company	458

		shall be in the field of oil and gas equipment and services and this activity is not existed in the Economic Department, so he wants to go to	
24	2/April/14	The letter sent by ....To , asking about his opinion in the activities proposed for Energy.	456
25	6/April/14	The email sent by to, informing him about the correspondences with Company Formation Co. in order to establish a company in the Free Zone in Ras Al Khaimah	451
26	7/April/14	The email sent by to the manager of Company Co., asking for a help from his friend/..... to establish a company (the company owned by) and asking to decrease the cost.	441
27	10/April/14	The emails exchanged between And Company Co., regarding establishing a company by in the Free Zone in Ras Al Khaimah in order to obtain the residence visa in the country, as well as a copy of these correspondences was forwarded to	437
28	13/April/14	The statement of account issued by HSBC, showing that the cash balance of is (AED 165471.43) and he is owed	620-621

		(1.977.697.92) to the bank to finance his house.	
29	13/April/14	The letter issued by the manager of Company Co. to Mr., informing him that the trade name (.... ...) is existed in the activity of oil and gas equipment and spare parts along with a copy of this letter forwarded to Mr.	433
30	19/April/14	The letter issued by to the manager of Company Co., informing him that his friend will contact him soon after returning from Canada regarding the matter of establishing the company if Cayman Islands.	447
31	19/April/14	The letter issued by to the manager of Company Formation Co., informing him that his friend/..... will hold a meeting with the company of supplying kerosene.	430
32	21/April/14	The letter issued by Company To Along with a copy thereof to , informing him that he is still waiting for the news from	711
33	21/April/14	The email sent by to the deputy manager of, enclosing with a proposal for the purchase agreement for the equipment in Turkmenistan and informing him that he knew that the equipment are	425

		exited in in Abu Dhabi. As he has stated in the agreement that the equipment are exited in UAE and he is negotiating to decrease the price of the equipment, as he has requested a discount for (\$100.000).	
34	24/April/14	The email sent by the deputy manager of ... to , informing him about signing the contract and asking him to receive his copy.	420
35	28/April/14	The email sent by to , which is a company specialized in company formation services, in which he has stated that the procedures of establishing the company have been suspended for unanticipated reasons in connection with the commercial activities.	711
36	29/April/14	The statement of account issued by HSBC which indicates that received his salary at (AED 45000) from the company named	626
37	30/April/14	Issuing the DMCC's certificate, which indicates that is still in his office as the assistant marking manager at	602
38	1/May/14	The letter issued by to in which he has stated that Company has signed the contract for purchasing the equipment	382

		from in addition to the subcontracting agreement with and he desires to complete the agreement with	
39	3/May/14	The date of issuing the invoice for drilling equipment- subject of inspection at Ajman Port and the dispute- by (Chinese company)	725-726
40	4/May/14	The email sent by To , asking him if he has a desire to buy the oil equipment from Or not. In case of his approval, it should pay (50%) of the price now and the remaining amount at the initial operation. As He has mentioned AKG clearly for buying the goods, and it should pay 50% of the price.	465
41	4/May/14	The email sent by To , in which he has stated that he expects signing the contract between And Energy next week. Also he has enclosed the feasibility study, including the profits and losses of the project of the contract relating to , as he has terminated the purchase agreement with the Chinese company.	508.4
42	4/May/14	The email sent by To , asking him if he has a desire to buy the equipment from ... in Turkmenistan as well as the subcontracting agreement. Whereas in	508.5

		case of approval, it should pay 50% in advance and the remaining amount upon operation and delivery. And he anticipated that the delivery shall be done within a month due to issuing the visas to Turkmenistan.	
43	6/May/14	Issuing no objection letter from ... to	429
44	11/May/14	<p>The email issued by to Stating that:</p> <p>1- Is his friend and he tries to find a solution for the matter of establishing a private company for</p> <p>2- Entered into agreement with a company in Abu Dhabi (.....) and a company in Dubai (...) for buying equipment from the second company (...) to provide oil and gas services to the first company (.....) in Turkmenistan- Sea.</p> <p>3- Has depended on one of the anticipated partners to establish the company, but he has left him, thus Was unable to fund the project.</p> <p>4- He has made his agreements due to his personal relationships with the decision makes in those companies (..... and).</p> <p>5- Accordingly, we may agree that I will fund the project by establishing the company which will cost for its</p>	711

		<p>establishment. But I want the only controller on the shares of this company, as I will finance all things and I will be an official partner very soon for most of the shares.</p> <p>6- First of all and as a guarantee, I want to be the controller not as per an undertaking but through an agreement for shares transfer.</p> <p>7- Could you do that, I hope that you will verify from the proposed name "..... Energy Solutions"</p>	
45	12/May/14	<p>The email sent by To, regarding the possibility of booking the proposed name and it is not necessary that his name shall be included in the shareholders record, as he could control the company by several methods. In addition, there is a method to obtain a guarantee for not disposing of the share only by him.</p>	710
46	12/May/14	<p>The letter sent by To Along with a copy to (...@HOTMAIL.COM), asking him to continue establishing the company in the name of , who shall be the only partner and manager. As they will meet in his office tomorrow to determine the matters.</p>	710

47	13/May/14	An official statement of account issued by HSBC, stating that cash balance of is (AED 84807.90) and he is owed (AED 1972569.34) to the bank because of funding his house and the deposits are totaled (AED 84807.9)	625
48	14/April/14	The letters exchanged between And the manager of ... in respect of buying the equipment from ... , re-endorsing the contract ? besides obtaining visas to Turkmenistan	426
49	5/May/14	Issuing the commercial license from Cayman Islands to Energy Solutions	330
50	15/May/14	..... has commenced spending on Energy Solutions besides buying the equipment and he continued that until December/2014 for (AED 7.2M)	760
51	17/May/14	The letterer issued by to Al to inform it that ...'s desire to waive Turkmenistan contract to Energy, as it has contracted with Energy for equipment and subcontracting and he has enclosed a copy of the concluded contract.	379
52	18/May/14	The letter issued by to In which it has expressed its astonishment to know that purchasing equipment from ... has been transferred By Energy instead of	377

		<p>..... owned by Also it has requested technical and financial details about Before issuing 'S approval for transferring the contract to Energy.</p>	
53	21/May/14	<p>Signing an agreement for loan from Energy Group to In his personal capacity for (USD 2.000.000) with annual interest at 10% for two years, provided that the amount shall be returned in total amount of (USD2400000). As the interest shall be paid monthly as of 21/6/2014, while the basic loan shall be paid in one payment on 21/5/2016. Mr. was the guarantor and the final clause of the agreement on page (2) thereof states that: in case of non-payment, any materials or goods bought by the borrower in the name of the lender, after obtaining the approval of the borrower, shall be settled for the lender in lieu of the delayed amount. And in the event of any dispute, it shall be resolved by the arbitration center in accordance with the arbitration rules of Swiss Chamber of Commerce.</p>	289
54	21/May/14	<p>Signing an agreement for loan from to In his personal capacity for (USD 7.2M) with annual interest at 10% for two</p>	

		<p>years, provided that the amount shall be returned in total amount of (USD864000). As the interest shall be paid monthly as of 21/6/2014, while the basic loan shall be paid in one payment on 21/5/2016.</p> <p>Mr. was the guarantor and the final clause of the agreement on page (2) States that: in case of non-payment, any materials or goods bought by the borrower in the name of the lender, after obtaining the approval of the borrower, shall be settled for the lender in lieu of the delayed amount. And in the event of any dispute, it shall be resolved through the arbitration in accordance with the arbitration rules of Swiss Chamber of Commerce.</p>	
55	21/May/14	<p>Signing an agreement for loan from Energy Group to Energy Solutions, established in Cayman Islands, for (USD 5280000). As the interest shall be paid monthly as of 21/6/2014, while the basic loan amounted to (AED 7.2 M) shall be paid in one payment on 21/5/2016.</p> <p>Mr. is the guarantor and the final clause of the agreement on page (2) thereof states that: in case of non-payment, the company shall be estimated by the experts and the</p>	292

		estimation amount shall be against the delayed amounts. And in the event of any dispute, it shall be resolved by the arbitration center in accordance with the arbitration rules of Swiss Chamber of Commerce.	
56	2/May/14	... has signed a letter under which he has undertaken to Energy Group that he will transfer all his works and experiences in the oil field to Energy Group in addition to all business with friend companies to it, except some of the aforesaid exceptions, including Kish ... and the anticipated from for the project in Turkmenistan, in which he shall be the project manager. And in case he failed to meet his undertaking, he shall be banned from working in the same field for 5 years.	324
57	22/March/14	..... has transferred the sum of (EUR 25788) from to Energy Technology Co ltd.	333
58	22/March/14	Signing the purchase contract for equipment between Energy Solutions (parent company in Cayman Islands) not the branch in which is working with ... in, besides signing the	148/129/73 7

		subcontracting agreement between Energy Solutions (parent company in Cayman Islands) not the branch in which working with Specialized Engineering	
59	29/May/14	The letter of transfer request for the sum of (EUR 503.331) signed by From to Energy Technology (Chinese company), the manufacturer of the drilling equipment, subject of inspection at Ajman Port and the dispute, for the second payment for the equipment.	727
60	29/May/14	The invoice of Walker Company, which has established Energy for the sum of (AED 10104.87)	598
61	1/June/14	.....'s departure to Turkmenistan from Dubai Airport	739
62	3/ June /14	Confirmation of Chinese company, manufacturing of the drilling equipment (subject of inspection), of the first defendant	199
63	4/ June /14	An official statement of account issued by HSBC, which confirms that has received his salary amounted to (AED 45000) from the company named ....and Development	631.1
64	4/ June /14	Request from the Chinese company for	198

		sending the purchase order for the equipment (subject of inspection)	
65	7/ June/14	.....'s arrival in Dubai, coming from Turkmenistan	739
66	10/ June /14	The email sent by , enclosed with the purchase order upon the request of the Chinese company for sending the purchase order for the equipment (subject of inspection)	198
67	12/ June /14	An official statement of account issued by HSBC, which confirms that the cash balance of is (AED 129180) and he is owed (AED 1966541.93) to the bank to fund his house and the deposits are totaled (AED 168420.65)	630
68	24/ June /14	The email sent by to the manager of the website design company, informing him to design the website and to communicate with the company of his partner/..... as he will travel.	464
69	13/July/14	An official statement of account issued by HSBC, which confirms that the cash balance of is (AED 65929.88) and he is owed (AED 1960260.31) to the bank to fund his house and the deposits are totaled (AED 80438.22)	634
70	18/ July/14	Appointing (Plaintiff) as a CEO of	603, 769

		..... .. instead of the resigned manager	
71	July/204	..... participated in Amanat Holding Company at (AED 5.000.000) 0.20%. Which is engaged in education and health?	605
72	26/July/14	The email that was sent by to, asking to address some persons at Kish	327
73	31/July/14	The letter which was sent by to the company of printing stamps to make a stamp for and ... Energy ..., besides sending a copy to And consulting him in this regard.	565
74	1/August/14	The email which was sent by to the Chinese company, informing it that it should decrease the prices to be equal to the previous prices submitted by the other companies with which has worked in connection with the first shipment of the Chinese goods (subject of inspection and dispute)	561-562
75	1/August/14	The email which was sent by to the Chinese company, informing it that it should ship the first shipment of the Chinese goods (subject of inspection) which is forwarded in the name of	562
76	1/August/14	The email sent by the Chinese company to, informing him that the shipping will be	562

		on 8/8/2014 and it will take 20 days to reach to Dubai, as well as, the company shall be committed to forward the shipment to	
77	4/August/14	An official statement of account issued by HSBC which indicates that has received a loan amounted to (AED 100000) from	284, 640
78	6/August/14	The email sent by to the manager of website design company, stating that they have established the website (.... .. .com), requesting him to add email addresses connected with the website	462
79	10/August/14	Issuing the license of Energy Solutions (Branch) in which appointed as a manger for exercising oil activities. Also it has stated that the company's works relating to repairing the equipment of oil and gas wells shall be done outside the country.	83
80	10/August/14	Signing an agreement for employee Secondment between and .. Energy Solutions (branch)	331
81	6/November/14	... .. has signed a cheque in the name of Shipping and Logistics ... for (AED 171412) of his personal cheques	334
82	11/September/14	An official statement of account issued by	645

		HSBC which indicates that has received a loan amounted to (AED 55000) from	
83	12/August/14	The bill issued by Unified relating to the computer system of ... Energy Solutions	253
84	13/August/14	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 65928.88) and he is owed (AED 1960260.31) for funding his house and the deposits are totaled (AED 80438.22)	639
85	22/August/14	The bill of lading relating to the Chinese equipment which are re-exported from Ajman to Kish regarding the group (35 pieces)	219
86	22/August/14	The bill of lading relating to the Chinese equipment which are re-exported from Ajman to Kish regarding the group (35 pieces)	225
87	23/August/14	The customs declaration relating to the Chinese equipment, subject of inspection at Ajman Port, which are exported to Kish	224
88	23/August/14	The bill of lading issued by Group regarding the group (35 +71) of the Chinese equipment.	226
89	13/September/14	An official statement of account issued by HSBC which indicates that the cash balance	643

		of is (AED 127131.68) and he is owed (AED 1948093.18) for funding his house and the deposits are totaled (AED 134699.13)	
90	17/September/14	Deposit transaction for (AED 55050) by- Bahrain for paying for - Qatar	648
91	25/September/14	Appointing the external auditor for Energy Solutions (branch)- Dubai	748
92	29/September/14	The email sent by (Chinese company), manufacturer of the disputed equipment which are inspected at Ajman Port, to in which it has claimed for paying the second payment for the goods. email is (.....@HOTMAIL.COM)	730
93	29/September/14	The email sent by . (Chinese company), manufacturer of the disputed equipment which are inspected at Ajman Port to Energy Industry in which it has stated that Has paid 50% of the goods' price at (EUR 503.330.95) and the shipment of goods was exported in September/2014, claiming it to pay the second payment at the same value and in two different installments to two different banks.	731
94	6/October/14	The letter sent by for (EUR 503.331) as per the signature of to (Chinese company), manufacturer of the drilling	728

		equipment, subject of inspection at Ajman Port and the dispute, for second payment for equipment	
95	13/October/14	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 75585.74) and he is owed (AED 1941976.2) for funding his house and the deposits are totaled (AED 84523.01)	647
96	16/October/14	Issuing the invoice of the oil equipment by To Energy Industry for the sum of (AED 1119768.10) (..... equipment)	476
97	1/November/14	Container bill of lading which is (30.53)m3 for (35) groups.	209
98	3/November/14	The quotation submitted by Wireline Services to for selling oil exploration equipment at (USD 429500)	475
99	3/November/14	The quotation submitted by Wireline Services to ... for selling oil exploration equipment at (USD 106715)	474
100	5/November/14	The email sent by the shipping company (.....) to , requesting to provide it with documents to release the goods from the customs and to provide it with an application form for import permit (the same form signed on 12/8/2015).	549
101	5/November/14	The actual date for signing the first application submitted by to Dubai	556

		Customs to renew the import permit	
102	5/November/14	The email sent by in his capacity as the founder of consult International for Finance and Investment to	557
103	5/November/14	The letter sent by an officer from, signed by, in his capacity as a manager for clearing the Chinese equipment (subject of inspection)	203
104	10/November/14	Issuing the official customs decoration for the Chinese equipment (subject of inspection) (first group 71), which states that the imported goods shall be re-exported	212
105	10/November/14	Issuing the invoice from the shipping company (.....) for (AED 155534) in lieu of the shipping services from China to Jebel Ali regarding the group (71) in 6 containers.	346
106	13/November/14	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 130525.32) and he is owed (AED 1935607.57) for funding his house and the deposits are totaled (AED 155721.01)	652
107	27/November/14	Registering Amanat's shares in Dubai Financial Market, of which owns 0.2% of establishment shares amounted to (AED	768

		5.000.000)	
108	9/December/14	.... has signed a cheque in the name of Shipping and Logistics .. for (AED 85000) of cheques	360
109	7/December/14	The letter signed by To, stating that the company authorized for shipping is Shipping and Logistics ...	361
110	9/December/14	Issuing the official declaration from customs regarding the Chinese equipment (subject of inspection) (second group 35) which states that the imported goods shall be re-exported	206
111	9/December/14	Issuing the invoice from the shipping company (.....) at (AED 10805) regarding the shipping services from China to Jebel Ali	336
112	9/December/14	Issuing the invoice from the shipping company (.....) at (AED 86855) for the shipping services from China to Jebel Ali regarding the group (35) in 3 containers.	342
113	13/December/14	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 130154.86) and he is owed (AED 1929216.39) for funding his house and the deposits are totaled (AED 137984.96)	657
114	13/December/14	The email sent by to the	541

		computer supply company, regarding furnishing office in which he has stated that they could contact if necessary, as he has a cheque for the amount of the goods.	
115	30/December/14	....../plaintiff stopped spending on Energy Solutions at (AED 7.2 M)	760
116	31/December/14	The sum of (AED 226964) is existed in the accounts of the company according to the auditor's report.	755
117	7/January/15	Signing disclaimed of liability between ... and ... Energy Solutions, parent company in Cayman islands not the branch in which works with ... in, as the contract was signed by	160
118	13/January/15	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 100269.04) and he is owed (AED 1923030.32) for funding his house and the deposits are totaled (AED 115035.88)	661
119	12/January/15	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 396947.68) and he is owed (AED 1916821.62) for funding his house and the deposits are totaled (AED 404856.56)	665

120	24/February/15	..... ..... has signed a cheque in the name of Shipping and Logistics LLC for (AED 22891.50) through a private cheque of	345
121	12/March/15	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 518079.56) and he is owed (AED 1909911.32) for funding his house and the deposits are totaled (AED 523088.50)	669
122	25/March/15	Issuing a judgment by the commercial court in Germany regarding the bankruptcy of Or ... which is engaged in gold exploration in Africa and which owns 25% of shares.	771
123	30/March/15	Issuing the first accounting report for Energy Solutions by the external auditor	756
124	31/March/15	The email sent by to, enclosed with a report about the government inspection of license which indicates that there are violations in the license	538
125	13/April/15	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 420093.08) and he is owed (AED 1903880.08) for funding his house and the deposits are totaled (AED 482745.37)	673

126	10/May/15	The email sent by to ... (.....@.....COM, .....@HOTMAIL.COM), enclosed with the registration certificate of Energy Group	504
127	13/May/15	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 395824.5) and he is owed (AED 1897151.76) for funding his house and the deposits are totaled (AED 405676.38)	677
128	13/May/15	The email sent by to , thanking him for the meeting him today and asking him to prepare a memorandum of understanding and to send a copy of Contract with Oil in addition to the contract made between and And the letter sent by Oil to the parties. Also he has requested the initial copies of the proposed contracts which are: 1- the contract for liability disclaimer and termination with 2- 2- Purchase contract between NPS and Energy Solutions 3- 3- Subcontracting agreement between and Energy Solutions. Also he has asked to obtain a letter from Oil regarding non-imposing	508.3

		any penalties due to delay in preliminaries for the contracted project (.....)	
129	14/May/15	The email sent by to in response to request, enclosed with the purchase agreement between Energy and as well as the deed of termination with and the subcontracting agreement between Energy and in order to obtain approval	508.2
130	15/May/15	Completion of testing and readiness of the equipment, subject of dispute, which is installed in Turkmenistan in accordance with the contract between Energy Solutions and , as one of transmissions failed in the final test.	166
131	15/May/15	The authorization letter from Energy Group and issued by to ... regarding for negotiating on technical and commercial affairs of the project to be established with an Iraqi company.	282
132	1/June/15	The invoice issued by Energy Solutions to , regarding the rent of the warehouse leased by from January/2015 to June/2015.	596
133	1/July/15	The letter issued by to After convincing them with returning the bought	166

		goods, as he has bargained with them on the purchase price in order be in full and not to discount 10%. Also he has submitted a copy of the email to	
134	10/June/15	The letter issued by To Energy Solutions, informing them about the delay in operation of the cement machine and Oil will use an alternative machine temporarily until repair it, as it will pay the additional cost for, which should return it.	171
135	13/June/15	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 197018.16) and he is owed (AED 1890848.35) for funding his house and the deposits are totaled (AED 214795.08)	680
136	15/June/15	.... ...../plaintiff has told .... ...../defendant that he doesn't want to continue the commercial transaction between the two parties.	762
137	25/June/15	Holding a meeting between And After which the way of dealing between them has been changed.	508.1
138	28/June/15	The email sent by to About the meeting to be held on Thursday 18/6/2015 regarding the project in Turkmenistan and	508.1

		<p>the matters related to and , in which he asked To inform him step by step and to provide him with all details through the email. Also Told that there are three cheques with one of his friends for (AED 275000) to cover the expense in June. Also he has asked to deliver him a cheque against this cheque in the same value on 29/12/2015 and he should follow the same procedures with the other two cheques. Also he ordered not no receive any amounts belonging to him in the future, asking him to provide him with the contracts of the three companies Wireline, , In addition to the specifications of the equipment bought from, ,</p>	
139	1/July/15	<p>The email sent by to in respect of returning the equipment from Turkmenistan and recovering their value in addition to the reason behind discounting 10% of the non-workable equipment, as they have signed the liability disclaimer in a good faith.</p>	166
140	1/July/15	<p>The email sent by to, enclosing with his letter to, requesting his opinion in the subject and offering him the alterative</p>	166

		solution- resorting to the contract to resolve the dispute.	
141	2/July/15	The email sent by to, informing him that in case of exporting the Chinese equipment (subject of dispute), the sum of (AED 242389) shall be returned to within 30-40 days.	259
142	6/July/15	..... requested to prepare the necessary documents to transfer his residence from ... to Energy Solutions	468
143	12/July/15	... 's departure to Turkmenistan from Dubai Airport	738
144	13/July/15	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 95903.54) and he is owed (AED 1884521.87) for funding his house and the deposits are totaled (AED 102902.39)	684
145	17/July/15	.....'s arrival in Dubai, coming from Turkmenistan	738
146	20/July/15	.....'s departure to Turkmenistan from Dubai Airport	738
147	23/July/15	... ..... 's arrival in Dubai, coming from Iran	738
148	27/July/15	.....'s departure to Brazil from Dubai Airport	738
149	2/August/15	The email sent by through his email <u>.....@.....-....CO</u> to in which he has	619

		indicated to the date of renewal of Energy's license on 2/8/2015, as the penalty of (2500) shall be imposed. Also he has inquired if has commenced the procedures of renewal.	
150	2/August/15	The email sent by To (.....@HOTMAIL.COM), replying to him that he couldn't verify from completion of procedures of renewal and this requires his existence at the computer, as he is now on a journey and accepts the delay penalty	619
151	2/August/15	Receiving an offer from the plaintiff about the price of the concrete fixing unit and a dual pump without technical specifications amounted to (USD 1050000) not including the shipping, customs clearance, storage and carrying to Turkmenistan.	174
152	4/August/15	Receiving an offer from the plaintiff about the price of the concrete fixing unit and a dual pump without technical specifications amounted to (EUR 820.000) (USD 886000) not including the shipping, customs clearance, storage and carrying to Turkmenistan.	176
153	5/August/15	The date of the application submitted by to Dubai Customs to renew the import permit	735

154	8/August/15	.... .. arrival in Dubai, coming from Brazil	738
155	9/August/15	.... .. departure to Iran from Dubai Airport	738
156	10/August/15	Receiving an offer from the plaintiff about the price of the concrete fixing unit and a dual pump without technical specifications amounted to (USD 865000) not including the shipping, customs clearance, storage and carrying to Turkmenistan.	178
157	10/August/15	The email sent by to ..... .. ..@.....-...COM and .....@HOTMAIL.COM , asking to provide him with information about the concrete lining device from the equipment in Turkmenistan.	721
158	10/August/15	The letter sent by through his email ...@...-...COM to Upon his request, informing him that the he has obtained the spare part and it will be in the project site on 15/8/2015 i.e. after 5 days. Also he has enclosed the letter of renewal of the import permit mentioned on page (735) to sign it. and he informed him about his intent for re-exporting the imported equipment to outside the country during the next week in order to recover the customs security for these goods before the end of the legal period. s there is no	721

		<p>indication for selling these materials. Also the letter indicated to an important note forwarded to which is "have you noticed the invoices and the penalties regarding the delay in renewal of the company's license in Cayman Islands, as has not received these invoices and he considers this month is the first month to apply the penalties by On Energy's license, as it should rectify these problems to avoid accumulating of the penalties.</p>	
159	10/August/15	<p>The letter sent by to Again at the same time, urging him to accelerate signing the letter to Dubai Customs, requesting to renew the import permit dated before 5/8/2015. Also he has informed him that they are running out of time.</p>	719
160	10/August/15	<p>The email sent to, informing him that until now it has not been supplied by the original printed documents of the materials to be shipped. And in case of non-shipping the goods before 20/8/2015, shall be subject to penalties.</p>	718
161	11/August/15	<p>..... Sent an email at (4:41) am to, informing him that the authorized signatory (.....) has travel and he will</p>	718

		follow up the matter.	
162	11/August/15	..... sent an email to at 9:00 am which was (17:22) on Computer, this means he is in a country different from that of which is Iran in this minute, through the email: @.....-ES.COM, saying that: kindly inform me about your plans for the goods. Will you sell them. Kindly provide me with the contract, and if you don't desire for selling, what are your plans. Where do you want to store the goods. In all cases, kindly provide me with the necessary information (it is clear that the original letter sent by to as well as 's response to 's letter were removed from the document submitted by the plaintiff)	58, 708
163	11/August/15	The shipping company (.....) sent an email message at (10:58) am to, requesting to provide it with a list of the materials to be shipped on papers headed by the name of and stamped by its stamp and signed by the authorized signatory.	717
164	11/August/15	The email sent by to, informing him that he is trying to sell it, as it was offered to a number of buyers, but in the current time we will ship the goods to Kish	74, 707

		in the name of ... in order to obtain the retained guarantee after deducting 25% of it. And I will provide a temporary storage place in Kish.	
165	12/August/15	The actual date for signing the second application submitted by to Dubai Customs to renew the import permit.	717
166	12/August/15	The email sent by to , enclosing with the bills of lading, requesting from To sign and stamp them to commence shipping. It is clear that the attachments are under title (HW1, HW2) which are included in the invoices of the Chinese company, based on which has paid its value.	62, 707
167	13/August/15	An official statement of account issued by HSBC which indicates that the cash balance of is (AED 33170.82) and he is owed (AED 1877949.76) for funding his house and the deposits are totaled (AED 11456.72)	688
168	15 August 2015	The scheduled date for the start of operating the project in Turkmenistan and the availability of a spare part from China	765
169	17 August 2015	The moving of the Truck No. DXB....1. from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and inspection	733

170	17 August 2015	The moving of the Truck No. DXB.....2 from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and inspection	733
171	17 August 2015	The moving of the Truck No. DXB.....3 from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and inspection	733
172	18 August 2015	The moving of the Truck No. DXB.....4 from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and inspection	733
173	18 August 2015	The moving of the Truck No. DXB.....5 from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and inspection	733
174	18 August 2015	The moving of the Truck No. DXB.....6 from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and inspection	733
175	18 August 2015	The moving of the Truck No. DXB.....7 from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and inspection	733
176	18 August 2015	The moving of the Truck No. DXB.....8 from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and	733

		inspection	
177	18 August 2015	The moving of the Truck No. DXB.....9 from Al Quoz stores to Ajman port to transfer the equipment to be transferred to Kish, subject of the dispute and inspection	733
178	18 August 2015	.....'s arrival to Dubai from Iran	738
179	20 August 2015	A letter via e-mail from to, to reply on 's letter (that the Complainant Company did not show) as per the following text:	63
180		<p>Dear ,</p> <p>I had already taken the arrangements necessary for proper storage under our control. We also cleaned all the equipment filled with sand and sent them to the port.</p> <p>The best bet for us is that the goods shall be in a good condition in Kish. I had showed the equipment to two companies and they shall attend to inspect the goods upon their arrival to Kish.</p> <p>We shall also recover about 180 thousand dirhams (the guarantee deposit less 25%)</p> <p>I would be grateful if you send the invoice and the package list for me via e-mail.</p>	
181	20 August 2015	The final date for the materials' departure, excavation equipment, subject of the inspection, in Ajman Port and the dispute from Energy Technology in China, otherwise the re-export insurance shall be	718

		confiscated and penalties shall be likely imposed on Co.	
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182	20 August 2015	Singing a contract between Co. and Energy Solutions Co. to re-purchase the equipment existed in Turkmenistan, subject of the dispute	737
183	21 August 2015	.....'s departure from Dubai to Iran from Dubai Airport	738
184	22 August 2015	An invoice from Packaging Co. for 71 pieces of the materials, subject of the inspection, directed to	568
185	24 August 2015	An invoice for the shipment from the warehouses to Ajman Port, issued by Shipping & Logistics for against a number of 71 + 35 = 106 packaged pieces of perforation equipment to explore gas and oil for 9 trucks with the value of 400 dollars for each truck	569
186	24 August 2015	..... arrival to Dubai from Iran	738
187	25 August 2015	..... departure from Dubai to America from Dubai Airport at 7:54 AM	738
188	25 August 2015	A letter via e-mail from to .... ..@..-...COM to inform him as per the following text:	65
189		E-mail message .. ..<....@gmail.com> Urgent: The documents ... ..<....@gmail.com>, August 25, 2015 12:30 From: ....@gmail.com To: ....@..-...com Dear, According to the previously mentioned statements, you should not send anything to Kish before having a certain purchaser and I need to be in touch with him.	

		All the equipment must be kept in Al-Quoz warehouse. Thank you so much,,,	
190	30 August 2015	A letter via e-mail from to ... ..@...-...COM to inform him as per the following text: Did you check the invoices and penalties?	67
191	30 August 2015	A letter via e-mail from ... to, to reply on 's letter as per the following text:	67
192		Urgent: The documents .....@..-...com <...@....-...com>, August 30, 2015 11:23 To:.....@gmail.com Dear , I hope you had previously told me about that. I had discussed the matter with you before your departure to Dubai and you told me that we can transfer the equipment. I will make the arrangements necessary for the purchase order and inform you. Best wishes, This means that Had an objection on, that Had previously informed him after sending anything to Kish before having a purchaser.	

193	30 August 2015	A letter via e-mail from to ... ..@...-...COM to inform him as per the following text:	69
194		E-mail message ... ..<...@gmail.com> Urgent: The documents	

		<p>..<..@gmail.com>, August 30, 2015 15:00</p> <p>From: .. ....@gmail.com</p> <p>To: ...@..-....com</p> <p>Dear,</p> <p>I never told that you can transfer anything, especially transferring the goods outside the country.</p> <p>We definitely need to discuss and hold a meeting.</p> <p>I will return to the office tomorrow and I wish to meet you at 14:00 o'clock if you can.</p> <p>Thank you so much,,</p> <p>.....</p>	
195	31 August 2015	Submitting a report by the Complainant's attorney (... ..) in police station with the charge of seizing the equipment under the Complainant's ownership	73
196	1 September 2015	<p>A letter via e-mail from To, ..@..-...COM and ....@HOTMAIL.COM to inform him that he shall take over the license renewal by (He referred to the above letter dated 10/08/2015, regarding the important warning on penalties of non-renewing the license). But he states that he has main questions: 1. He confirmed that he refused to sign the documents of shipping the materials you sent to me and that I told you not to transfer the goods to any place and despite of the non-clarity of instructions, the goods were moved. 2. I want to know where my properties are and when you shall return them. 3. Where the cement lining machine from Co. is and when ... Co. shall</p>	707

		compensate me. 4. What the situation is with Co. and Oil co, what will happen after that and when you shall return to Dubai?	
197	2 September 2015	A letter via e-mail from ... To , to reply on his letter that now he is confused as he had proceeded to deal with the equipment to recover their value in favor of With a fast way. The transfer of equipment was to provide the insurance value without deduction, if possible. The equipment shall be returned. Concerning Turkmenistan equipment, it was agreed that Shall return them and pay 950 thousand dollars with the shipping costs. I will come back next week and wish to finalize all pending matters. I also commit with the commercial relations.	265
198	2 September 2015	A letter via e-mail from ... as a reply for And he affirms his wish to meet him upon his return.	265
199	2 September 2015	Submitting a report by the Complainant's attorney (... ..) in police station with the charge of wasting the Complainant's money through purchasing used equipments and violating the sale contract, the purchase value was reported and the second portion payment was made before the operation	104
200	3 September 2015	A letter via e-mail from As a reply for And he informs him that he informed him on 11/08/2015 that the equipment was shipped from Turkmenistan. As well, in the e-mail dated 02/09/2015, he informed him that the equipment were still in Turkmenistan and wondered that Refrained from informing him where the equipment taken from the warehouse were?	264

201	3 September 2015	A letter via e-mail from To the shipping company, ... asking for the shipment documents of the Chinese equipment, subject of the inspection, and the transfer documents. He also inquired about whether the insurance amount was recovered or not?	314
202	3 September 2015	A reply from Co. to that the documents shall be prepared	312
203	5 September 2015	A letter via e-mail from to the shipping company representative to stop shipping the Chinese equipment, subject of the inspection, and return them to Dubai as a confirmation for the phone conversation	280
204	5 September 2015	A letter via e-mail from the shipping representative to the shipping employees to stop providing the shipping company with any documents of the shipping in preparation for returning the equipment to Dubai. This letter was urgent	280
205	6 September 2015	A letter via e-mail from To ..., to reply on his letter that he did not inform him that Turkmenistan equipment was shipped to Dubai, but he asked To arrange the shipping process that shall take some time and I will follow up the matter. Concerning the Chinese equipment, I had previously told you that they are under the transfer process, but you did not read the e-mail. Please tell me whether you want us to ship it to Kish or return them to Dubai, noting that I did not dispose of the equipment to date. I will be back to Dubai on 14/09/2015 and I wish to meet you on 15/09 if appropriate. <u>Also, kindly advise me whether you</u>	264

		<u>want to take over Energy or I will keep it for myself?</u>	
206	7 September 2015	A letter via e-mail from To the shipping company,..... , asking for providing him with the documents he asked for today.	312
207	7 September 2015	A letter via e-mail from as a reply for To inform him of shipping the equipment from Turkmenistan at full speed. He repeats his astonishment about why did not inform him of the materials taken from the warehouse?	263
208	8 September 2015	A letter via e-mail from to, to explain that he shall be on 14/09/2015 in Dubai and the meeting shall be on 15/09/2015 if appropriate.	263
209	8 September 2015	A letter via e-mail from To To inform him that he expected his existence in Dubai this week? He also informs him of shipping the equipment from Turkmenistan at full speed and repeats when the material taken from the warehouse shall be returned?	263
210	10 September 2015	A reply from Co. to with attaching the documents	310
211	13 September 2015	An official bank account statement from HSBC, showing that the cash balance of is 55986.39 dirhams, that he owes the bank an amount of 1871576.07 to finance his home and that the total deposits are 57412.2 dirhams	692
212	14 September 2015	.....'s arrival to Dubai from America	738
213	17 September 2015	A letter via e-mail from , the shipping company, to , stating that the invoice of shipping the materials 71 + 35 for the Chinese equipment is attached. It also states that contacted them and asked to return the equipment from Kish to Ajman, that group 35 shall arrive on 22/09/2015 and that group 71 needs to documents with	309

			header and stamped by	
214	19 2015	September	A letter via e-mail from , the shipping company, to , stating the arrival of group 35 for the Chinese equipment, subject of the inspection, on 20/09/2015 and asking to prepare the letter required for group 71 that needs documents with header and stamped by	307
215	20 2015	September	A letter via e-mail from to the shipping company,, informing it that he is the sole owner and the sole manger formerly and currently for Co. and that it shall solely bear the responsibility of receiving instructions from Who is not commissioned by the company. It also states that he is amazed how the equipment was shipped without his knowledge, he wants to review the documents issued by their company which allowed the export, he does not know the recipient company in Kish, he went to Office to review the documents and refused to provide him.	306
216	20 2015	September	..... reply on That it has dealt with Co. since November 2014 and was the person giving the orders. It received orders from to ship it to Kish, so it happened. Hence upon the same instructions, it was returned. did not receive any instructions at all from , stating that is not entitled and the shipping documents were delivered to the warehouse keeper.	305
217	20 2015	September	The invoice of shipping the goods, subject of the inspection, from Kish to Ajman , that was paid by 's family	566
218	21 2015	September	.....'s reply on a detailed letter from , its summary is that said that all the procedures	302

		<p>of renewing the shipping licenses were done through a copy from 's passport and 's own undertaking with his signature on the company papers. But 's reply stated that this undertaking was directed to the customs and not Co. He does not acknowledge that Represents but he is a mediator for the shipping company. He knows Co. only after submitting the report against , also denies that he owns the warehouse and he is no longer allowed to use it. Also confirms in more than one point that through sending a copy of the shipping invoice to did not ask it to ship the equipment outside the country. He inquires who ordered to ship the equipment outside the country? He also clearly points out that there are other sled equipment and excavator crane were taken from the site by two persons other than (Collaborators with). He blames that it did not verify 's validity in representing Co. As well, states that he does not know Kish (....) and never heard about it.</p>	
219	22 September 2015	<p>..... Co. replies on 's letter, it's summary is that it is just the shipping company. It is strongly surprised of 's denial that does not represent Co. regarding the shipping, despite of the relation since November 2014, noting that the shipping invoices' value was used to be issued under cheques from Co. which is contrary to Co. Ignorance. is also astonished that , in his letter for it on 03/09/2015, inquired about returning the insurance value from the customs at the same time he sent a letter dated 20/09/2015 to deny his knowledge of the shipping operations whereas it is known that the insurance is related to the import and re-export. It is also known that the client (.....) whenever obtains the customs'</p>	300

		number, it shall be informed of all the operations via text messages.	
220	27 September 2015	A letter from the shipping company to, that the equipment, subject of the inspection, currently are in Ajman Port and waiting for instructions	184,298
221	13 October 2015	An official bank account statement from HSBC, showing that the cash balance of is 33455.83 dirhams, that he owes the bank an amount of 1864958.11 to finance his home and that the total deposits are 42333.22 dirhams	695
222	15 October 2015	The expiration date of ' residence	101
223	3 November 2015	A legal warning from the legal attorney of Co. to Shipping Co. that her client was surprised of the goods' disappear from its warehouse to Kish without its request and knowledge or approval	413
224	9 November 2015	The experts' inspection of the equipment in Ajman Port	570-572,399
225	12 November 2015	An official bank account statement from HSBC, showing that the cash balance of is 33455.83 dirhams, that he owes the bank an amount of 1864958.11 to finance his home and that the total deposits are 42333.22 dirhams	698
226	12 November 2015	Encash bonds with a value equivalent to 21400 USD, paid by ...'s family to Shipping Services Co.	567

Second: Materials' Description, Nature, Function, Actual Purchase Mechanism, Estimated Market Value, Sizes, Transfer Means and Current Location:

Details:

1. The materials and works, subject of the dispute between both parties, are concentrated in the following:

A. **Excavation materials imported from Energy Technology In China** and referred to in detail in the inspection report, Part I of this report of page 12. These materials were purchased as new materials with the value of 1006330.95 Euros (approximately equals to four million and five hundred thousand dirhams. did all the technical operations including the choice of materials, the negotiation on price and updating of all the details as confirmed in the documents. Whereas paid the amount on two payments: the first was an advance payment and the second was after receiving the first group of goods as the goods arrived in two groups at two different times as per the schedule in this report. These materials were transferred from Jebel Ali Port to the Complainant's warehouse in Al-Quoz through Shipping Co. It was proven to the experts that paid three cheques at least to ; one of them was from his own account (345/360/334) and a letter signed by was issued on papers with Header with approving as a shipping agent. These materials were transferred since their arrival to Jebel Ali to Al-Quoz warehouse on a specified number of trucks as per the measurements fixed in the shipping documents for each group of the two groups whereas the first group is 71 and the second is 35 with a total equals to 106. The invoice of shipping from the warehouses to Ajman Port from Shipping & Logistics for against a number of $71 + 35 = 106$ packaged pieces of perforation equipment to explore

gas and oil for 9 trucks with the value of 400 dollars for each truck (569). The shipping vehicles numbers were registered and mentioned in the attached documents (733).

Through studying the size of both groups as per the mentioned in the governmental customs documents, that are measured with the cubic meter, the 35 group size is 30.53 cubic meters (209) and the 71 group size is 60.268 cubic meters (211). Whereas one large truck can carry 10 cubic meter load as per the international standards, the total 9 is technically correct. Regarding the current location of the equipment, it is Ajman Port and they were not transferred to any other location in accordance with the documents submitted to us to date. Concerning their current estimated value, this equipment is logistically discharged in two kinds: either selling or renting. In case of renting, they can be rented outside the country and not inside it. Their sale must also be done outside the country in accordance with the permission issued by the customs and the permission of Energy Solutions... Co. and... ... In November 2014, whereas the oil prices when these equipment arrived, were about 55 USD for the barrel. But now, the barrel price is approximately 38 USD, which means a decrease by 30%. This is synonymously reflected on the prices of oil equipment and services, which means that the market value of this equipment can reach 700 thousand Euros; i.e.it approximately equals three million dirhams.

Regarding the raised discussions and the statements mentioned in the first report including transferring the equipment from the warehouse in Al-Quoz to the port without 's knowledge, the experts, through the time analysis of events in detail, reached a full conviction based on many documents and the nature of relation in the commercial dealing between And , that this allegation is totally untrue and is not practically and technically real. In addition, based on the documents, it is definitely known that the reasons for transferring the equipment outside the country are definitely known for all whether the shipping company,, ..., employees of ... Co. or Without exception, that these equipment entered the country for the re-export.

It was shown in the governmental customs data and that the customs charges were paid by On the basis of recovery. He asked the shipping company about that after shipping from Ajman to Kish with an official letter from him on 03/09/2015 (314) and he called this an amount an insurance that is registered in his company accounts as a returned amount in accordance with the accounting assets. The correspondence among, And the shipping company,, is many and clearly shows 's care for the fast shipping outside to avoid confiscating the insurance amount, it is enough to ask to go back to the schedule of events in order to review it (example 719). Whereas the

deadline of withdrawing the materials is mid-August 2015 in order to get the insurance back less 25% only in accordance with laws. All this correspondence was in writing with Noting that the official correspondence with the customs was signed by Co. owned by It was required to provide such correspondence and undertakings for the shipping. Without 's signature on the shipping documents, they shall not have transferred from the warehouse. **We conclude this chapter with an explicit and clear e-mail from to the shipping company on 11/08/2015, that the authorized signatory (.....) on the shipping documents enabling to do the works of shipping the equipment from the warehouse to Ajman Port and from there to Kish is not here and he travelled. Therefore, it is crystal clear in this chapter that Did not dare to give the order of shipping, but the approval came from plaintiff. (718)**

- B. **The equipment and works existed within the contract with and now in Turkmenistan.** We point out in this regard that the amount paid to Co. by Co. was to cover the equipment value and the value of waiving the benefits of the subcontract from To Owned by At first and then from To Energy Solutions (382/377/324).

Whereas it was proved to the experts through the submitted documents that Submitted a feasibility study of the contract benefits to who is a businessman, then

he accepted to buy them after Had made options for him (465/508.2/508.4). The paid amount is 1573825 USD that equals to 5779872 dirhams, but this amount includes the value of three equipment (127), whereas the main equipment, the two twin pumps of cement processes for the well wall, were with a value of 1096000 USD that approximately equals to four million dirhams. Regarding the equipment condition before purchasing, it was shown to the experts that it was confirmed by the documents that the equipment was purchased (127) while were in Turkmenistan as it was not proven that had paid the shipping value, but it had paid the equipment value including the benefits of the subcontract with The quotation also refers (128) that the delivery shall be in Turkmenistan. The contract was concluded after had travelled to Turkmenistan on 12/07/2015 and had returned on 17/07/2015 (738), but the contract was concluded on 20/08/2015 after the inspection had been made in the site. But there were some spare parts delivered in Dubai (128). It is also proven that the date of manufacturing the equipment was in 2006 (588/577) and tests were made on the equipment as well as their technical success was proven in accordance with the facts proven by the documents before transferring to Turkmenistan. Co. has proceeded to implement the subcontract with and the purchase process was made after that as can sell the benefit right of the subcontract with in case of having a contract,

which was acknowledged by when allowed for' waiver of the contract to owned by at first and to (379/377).He also made many tests in September 2013 and after that (591-573).

It confirms that the equipment was used equipment and their age upon purchasing by Was nearly eight years. Concerning's knowledge of that or not, Had made options for , as mentioned above, in purchasing this equipment and the contract together with the said value. He required the feasibility study and attached it with his letter to After that, he decided to buy through Co. (508.4). It means that the purchase decision was made based on the feasibility study of his use in the project with , otherwise there was no need for this equipment in the market. In accordance with the technical market tradition in the petroleum industry field, the purchase of this equipment cannot be done before obtaining a lease contractor a utilization contract. Hence, it was certainly shown to the experts that the decision of purchasing the equipment by was made under the knowledge that it was used equipment as well as it was purchased to be used in the project. It was proven to the experts that all the procedures followed by in dealing with and in this regard were official procedures based on the documents (425) where through studying this document

and others relating to the subject, it shall be clear that was providing With all the information on papers and used to demand his consent after studying them. Further, it was proven to the experts that had made options for on the purchase as selfishness on himself whereas was owning the subcontract through his company and told About that on 04/05/2014 (508.4/465). Furthermore, it was proven to the experts that Oil Co. delayed the project for logistic reasons leading to 's breakdown, which led to delaying Also in using the equipment. When the operation tests started, the main equipment of 1096000 USD that approximately equals to four million dirhams, failed and not all the equipment. Whereas it was shown to us through the letter between him and ... that ... follows repairing the defect and he was able to temporarily have a Chinese spare part to be used, that is the piece relating to the drive of the pump.

He informed Of that to take an action to pay the value, but did not make the decision. Finally, it made ... Oil Co. temporary contract to bring a replacement pump until repairing ... 's pump according to the letter issued by (171). Regarding the quotations of these pumps, that the Complainant submitted within his documents, they only cover the main equipment value and do not cover the other two equipment of 510705 USD i.e. it equals 1,9 million dirhams. The values of quotations were as follows:

Receiving a quotation from the Complainant for the value of a cement installation unit and a twin pump without technical specifications, of 1050000 USD non-inclusive of the shipping, the customs clearance, the storage and the transportation to Turkmenistan on 02/08/2015 (174)

Receiving a quotation from the Complainant for the value of a cement installation unit and a twin pump without technical specifications, of 820 thousand Euros i.e. with the value of 886000 USD non-inclusive of the shipping, the customs clearance, the storage and the transportation to Turkmenistan on 04/08/2015 (176)

Receiving a quotation from the Complainant for the value of a cement installation unit and a twin pump without technical specifications, of 865000 USD non-inclusive of the shipping, the customs clearance, the storage and the transportation to Turkmenistan on 10/08/2015 (178)

Whereas the Complainant mentioned in his complaint that this equipment value did not exceed 300 thousand USD. Through studying the quotations, it was shown that those quotations were in August 2015 and did not submit any document or letter Inquiring about these rates. But

through studying these rates, it was shown that there was a quotation with an amount of 300 thousand dollars. All the quotations also are considered expensive in comparison with the price paid by Whereas the main equipment value is 1096000 USD and it is in Turkmenistan. But these quotations did not include the shipping. If the shipping value was added to the project site, the experts would estimate adding at least 100,000 USD to all the arrangements. In addition, the comparison is not correct as the paid value is the equipment value and the value of return expected from the subcontract with an Emirati company that was ensured to pay. This was the main and essential reason upon which Decided to make Buy the equipment and the subcontract. In connection with discharging, it was on 07/01/2015 and ... had signed (160). It is noted in Clause 2-B (157) that the waiver was conditional with paying the remaining amount relating to the operation. Whereas all the payments were made under 's signature because did not have authority to sign on the cheques or the transfers, which means that this agreement was accepted and agreed on by, otherwise he shall not have paid the remaining amount. It confirms the experts' conclusions that Had certain knowledge and accepted to sign this agreement as the said Clause was conditional with the payment. Despite that, the documents referred to following the subject up by With In order to repair the defect. was also able to persuade to

return the defected equipment in consideration of 975000 USD and updated in writing with his negotiation with (166).The re-purchase agreement was signed on 20/08/2015, provided that Shall return the equipment from Turkmenistan to UAE. But Did not pay the shipping value despite of 's claim according to the agreement known by

In our technical opinion, the price reached to in the re-purchase is the best price can be obtained at that time according to the presented options.

C. Materials were purchased from two companies (767-773):

- 1) Co.: It is petroleum equipment amounting to 1119768.10 dirhams paid by (476). It was a remote control for the pressure of petroleum wells with a top 10 thousand PSI in addition to an iron base for it and accessories including cables and hoses as well as renting an equipment for the pressure measurement and an oscilloscope in addition to the costs of the transfer and preparation. This equipment was stored in stores in Al-Quoz. It was not shown to us through the documents submitted by within the reports that had disposed of it because the warehouse keeper was an employee with We have technically proven the number of trucks and

equipment transferred from Ajman Port and this equipment was not included.

- 2) **Wireline Services Co.** (as mentioned in the report above): Equipment amounting to 429500 USD has come and their value was paid by They were drilling platforms of oil and gas wells with their accessories including electrical wiring of petroleum industry, that are inserted in wells to prepare necessary measurements in accordance with different safety standards as necessary. This equipment was stored in stores in Al-Quoz. It was not shown to us through the documents submitted by within the reports that had disposed of it because the warehouse keeper was an employee with We have technically proven the number of trucks and equipment transferred from Ajman Port and this equipment was not included.

Third: Mechanism and nature of trade dealing between litigants (....."The complainant") and (The accused) in addition to dealing in importing and exporting in the outlets of the state and the applicable laws from commercial aspect. Moreover, we add the way of correspondents between the complainant and the accused in respect to their own business, the way running the complainant company controlled by the accused in his capacity as a manager of in accordance with licenses and what was agreed on by the two parties.

1. At the beginning, we would like to mention some information about each person in accordance with what we have stated above in Definitions in order to understand the relation between the parties.
2. We would like to mention that what we have approved in this part has its documentary reference in the schedule of events without the need to refer to each item and its documentary reference. What we have concluded is a summary of set of events that have its documentary reference in the table mentioned above.
3. It was proved through the submitted documents, mentioned in time analysis table of the events, which ..,..... is the person who began to work in oil and gas trade as he has technical, commercial experience and relations with local and international companies working in oil, gas and services of that field.
4. It was proved that is experienced in financial, investment aspects, managing capitals and assets in addition to his legal professional knowledge. He also mastered the industry of founding companies and branches, choosing activities, running and controlling companies and he affirmed that in written.
5. It was proved that Has begun his career having good revenues from his services and he was about to a business partner but he had some difficulties at the beginning.
6. It was proved that had known in person and they entered into preliminary agreement regarding the financial assistance in accordance with a limited investment mechanism trough setting up companies in oil and gas filed.

7. It was proved that work mechanism of the parties is based on setting up companies in Cayman Islands as well as branches in the country. Commercial activity of the company shall be abroad.
8. As for the mechanism of partnership and business relations between the parties, the practical fact may differ from the documents. Documents mentioned that there are several loan contracts from as the owner of a company to in his personal capacity or to companies owned by, but in all cases the personal guarantee of these loans was from (286\ 289\ 292).
9. It was proved that all sums paid by were loans to according to the documents, whether the amounts transferred personally to the 's account which were deducted or the amounts of buying equipment or the amount paid to run the business of ... Energy Solution Company.
10. It was also proved that all purchases and financial payments were among the exclusive powers of .. and was not authorized to sign the exchange.
11. does not provide any document proving that was an employee and received salary from any company. The capacity of as a manager in Energy Solution Company does not necessarily mean that he is an employee as is registered as a manager in and he is the owner, not an employee.
12. It was proved through the sequence of events that Does not provide the first payment in oil and gas activity till he has completed all financial and personal guarantees against

13. It was proved that Has provided money in the activities of the company in oil and gas field before establishing Energy Solution ... Company.
14. It was proved that both, ... and ..., have agreed that Shall establish ... Energy Solution ... Company and he shall be the owner and the manger of the company (710).
15. It was proved that has obtained an approval from for continuing performing some activities, including commitment instrument signed by (324)
16. It was proved that total amount transferred to in his own account for his work in Company was 155000 Dirham from 8\8\2014 till the expiry of relation. These amounts were registered in the bank transfer as personal loans. (640\ 284\ 645).
- 17. It was undoubtedly proved through inspecting all documents included in the sequence of events that all actions of were informed in written to before conducting it as well as all decision were based on the approval of**
18. It was proved that the relation between And oil companies and technical expertise was used by in conducting deals with Company owned by has authorized in written regarding negotiations of discussion transactions with other parties on behalf of Company without charge. has exerted some efforts in this regard (282).
- 19. It was proved that had asked Whether he wished to acquire Energy Solution ... Company or not when dispute arose on September 6, 2015 (please, let me know if you wish to acquire ... Energy Solution ... Company or I keep it my own.)**

which raises questions before experts regarding ownership of the companies and equipment (264).

20. It was proved to experts that the mechanism of correspondence between ... and ... regarding all businesses of the companies working in oil and gas field were via email. As for correspondence with governmental bodies, they were often official correspondences holding's signature. Experts do not find the signature of on any document submitted by the complainant.

21. It was proved to the experts that all payments were paid by Company after submitting's opinion in written as well as reviewing it. After the approval, he edits cheques or bill of exchange.

22. It was proved to the experts that during managing the company, followed the written approach via emails and advance notification in different activities to before the company be required to provide any payment as he knows he is not authorized to financial signature.

23. The experts mention that there are similarities of names in the contracts entered by the litigants, other companies and the duly authorized to sign on behalf of each company in accordance with commercial licenses and official authorizations.

Fourth: Professional nature of work in the oil companies, including excavation, drilling, managing these service companies and technical and professional requirements of managers of those companies.

1. It is worth noting that working in oil field is subject to being familiar with technical aspects and international standards as it

has health, environmental risks and the safety of personnel and equipment.

2. Working in oil industry requires written documentation for all activities since potential risks.
3. Investment in oil and gas field and related services is related significantly to the international prices of an oil barrel, as prices swing based on increasing or decreasing of demand.
4. Any investment decision in an oil activity requires powerful relations with importers, exporters, users and systems of domestic and global markets.
5. Working in oil services is often limited to governmental bodies so it is not easy to penetrate this market or field even if there is capital, without technical experience and public relations.
6. Working in oil services is often related to domestic governmental regulation and international limitations which are potential risk elements for anyone who wishes to invest in this activity. Transactions are subject to unexpected political issues.

Fifth: Assessing testimony of witnesses of the complainant on reporting and investigating of public prosecution from a technical point.

1. We have analyze dates of entry and exit of from the UAE in order to analyze testimonies of witnesses as for the alleged data included in their statements before the police and general prosecution.
2. As for the allegation of witness that the saw on 16 and 17 August 2015, based on immigration report, left the UAE on 9\8\2015 (738) after arriving from Brazil on 8\8\2015 (738) and

returned to the UAE on 18\8\2015 (738), which refers to the contradiction of testimony with the facts included in the official documents.

3. As for their working for Company, they have unfoundedly informed Without's approval, trucks have not been allowed to transport. Packing and transporting take about 4-5 days from packing then transporting. This technical process can be stopped if there is no intention to transport.
4. It was proved that has paid the invoice of packing according to documents without objection.
5. As for what has been raised regarding's objection on Shipping Company, we refer the reader to the responses and correspondences between Shipping Company and , it reveals facts and explains contradictions of 's statements included in documents (298- 309).

Sixth: Financial analysis of the commercial relation and transferring money among parties and companies the subject matter of dispute, including analyzing audited financial budget of the first year in addition to authorization to sign the financial exchange and transport of goods or shipping.

Financial analyze audited financial budget of the first year on 31\12\2014.

A. Accounting basis "Going Concern" (752)

1. It was proved to us that the external auditor has approved this accounting basis because of lacking revenues of the company and there is no primary capital (753).

2. It was proved to us that this principle assumes that is revenues which cover expenses.
3. The auditor did not disclose any data provided by the company to him regarding revenue expectations.

b. Comparing working capital with loan and total financial movement of expenses and revenues.

- 1) There is no initial capital as we mentioned or initial amount for expensing on the activities of the company.
- 2) Value of expenses was 575591 Dirham.
- 3) Value of losses was 1108781 Dirham.
- 4) The report mentioned that there is no loan from Company registered in the accounts of ... Energy Solution ... Company with the value of 7044750 Dirham (748).

c. Financial analyze of the personal financial position of (the accused).

- 1) It was proved to us through analyzing bank accounts of that he is owes to the bank with about two millions Dirham for financing his house in Dubai and sometimes decreases according to payment of premiums on time and increases on delaying.
- 2) it was proved to us through analyzing bank accounts of ... That his cash balance in 13\4\2014 was 165471 Dirham before formatting commercial relations with Michael (620).
- 3) It was proved through analyzing bank accounts of that the first amount received directly from Was 100000 Dirham as loan dated 4\8\2014 (284).

4) It was proved through analyzing bank accounts of that the second amount received directly from Was 55000 Dirham as loan dated 11\9\2014 (648).

4) It was proved through analyzing bank accounts of that there is not any commission or transfer from ... Company to his account. According to laws of the central bank, depositor shall disclose any amount exceeds 40 thousand Dirham regarding reasons and identity.

4) It was proved through analyzing bank accounts of that the last balance on 13\10\2015 was 33455.38 Dirham and he owes 1864958.11Dirham to the bank, house loan.

Conclusion

Responding to the following inquires:

1. What are the fact and nature of the relation between the complainant and the accused?

Response:

It was proved to the experts that the accused is a specialist in oil field for more than 20 years and he has traded in these activities for his own account before having relations with the complainant. The complainant is a specialist in the investment and financing business and he also has Ph. D. in civil law from France as well as having great experience in establishing companies and controlling it. The relation between them, as an employee, as it was commercial partnership relation because the accused is a specialist in the technical aspect of petrol and gas business. The complainant specializes in financing, establishing and controlling companies. The accused has not any financial powers. The relation between them was only based on correspondences via emails. The

accused has not the audacity to approve any action that leads to adverse financial effects on the company. The complainant had provided finances after getting all written warranties as a loan and before spending any Dirham in the activities of the company. The relation between them has begun with establishing Energy Solution ...Company in the Cayman Islands provided that the accused shall solely be the owner and the manager and the complainant shall enter later as a partner with a considerable percentage in the company. The accused argued with the complainant on arising any dispute for his wish in acquiring Energy Solution Company or leaving it to the accused and the complainant did not reply negatively or positively. All amounts spent by the complainant were recorded in several ways as personal loans and loans on ... Energy Solution Company as well as writing down in the final budget of Energy Solution Company. It was proved to us that most of the amounts were paid by Company, owned by the complainant to beneficiaries directly without going through bank accounts of Energy Solution Company.

- 2. What is the fact regarding loan contracts entered into by the complainant and the accused and whether it has an effect on bank accounts of the accused.**

Response:

It was proved to us that there are three loan contracts with three different names of the parties but the guarantor is the accused. These contracts shall be payable in mid 2016 with annual interest 10%. Direct payments of the complainant to the accused were only 155000 Dirham

as two installments and they were recorded in bank transfer orders as loans (289\ 286\ 292\ 324).

3. Does the complainant was sufficiently aware of the fact that the accused's sending the cargo, subject of the compliant, to Kish island

Response:

It was proved to the experts about raised discussions and the first report regarding transporting equipment from the warehouse in Alqouz to the port without telling The experts have reached the full conviction based on a number of documentary evidences and the nature of relation in trade deal between And , and that allegation is completely untrue and unrealistic from practical and technical point (see table). As for documents, it is known that the reasons of moving equipment abroad is a well-known matter to all, whether shipping company,, ..., employees of ...Energy Solution Company or Company. This equipment has been entered the country for re-exporting, which was shown in the governmental customs data, and customs fees were paid by On retrieval basis. He asked the company of shipment about that matter after shipping from Ajman to Kish through a formal letter dated 3\9\2015 (314). That amount was recorded in the account of his company as returnable insurance in accordance with accounting assets. There a lot of correspondences among, ... and ... shipping company and it reveals ...'s keenness on shipping speed to avoid confiscating insurance amount. We only refer to the schedule of events (For example 719). Mid-August 2015 is the deadline for shipping these materials in order to return the insurance less only 25% in accordance with laws. All correspondences with were in written form, knowing that formal

correspondences with customs were signed by Company owned by which requires submitting these correspondences and warranties for shipping. Without 's signature on shipping documents, it had not been moved from the warehouse. **We conclude this section with an obvious and frank email from to a shipping company dated 11\8\2015 stated that the authorized signatory (.....) to sign shipping documents that enabled Company to ship equipment from the warehouse to Ajman port then to Kish was abroad. The decisive evidence in this section is that does not have the audacity to provide order of shipping without an express contest of (718).**

4. Was the equipment shipped by the accused from warehouse to Kish Island is the same equipment returned by the accused to Ajman port?

Response:

Summary of review report:

1. Verifying that materials mentioned in the referred complaint by the complainant against the accused are in Ajman port with its described condition.

Summary: It has been proved to us that materials of the first group exist in Ajman port on the date of transition in proper condition.

2. Recording materials, subject of dispute, in accordance with the statements of the shipping company which transferred the materials from Ajman port to Iranian Kish Island then returning from Iranian Kish Island to Ajman port.
3. **Summary: It has been proved that materials moved from Al-Quz warehouse to Ajman port then to Kish and returning to**

Ajman are the materials of the first group according to materials classification in the report above.

3. Verifying the condition of such materials in the terms of using it or not.

Conclusion: It has been proved to us that materials are sound and completed and it may be used as it is free of defects or harms during shipping and unloading. Fees of materials is to be paid for being ready for shipping from Ajman to the place specified by the complainant to be shipped. In this case the shipping company will pack some materials to be moved to the warehouse of the complainant.

5. Stating that the complainant was aware of retuning the shipment from Kish Island to Ajman port, date and means of informing

Response:

It was shown to the re-shipped equipment from Kish to Ajman has reached Ajman port dated 22\9\2015. The Shipping company has informed to the accused via email with the arrival of equipment and asking for instructions of necessary actions dated 27\9\2015 (181- 183).

5. Stating mechanism of buying oil equipment from Company, place of buying and the condition of equipment on buying.

Response:

It has been proved that buying oil equipment from Company was on two stages, the first was bought by ... from his own company, which was bought with facilities of subcontract between ... and ... Company before establishing a commercial relation between the complainant and

accused. When the commercial relation was formed, the accused asked the complainant twice if he wishes to buying or transferring it into the company. The complainant request feasibility study and copies of contracts then he decided to buy. The accused does not request any amount for his assignment. It was known from documents that the purpose of buying is to it in the subcontract, thus the paid value was for acquiring equipment and benefits of the subcontract of the project between And Oil in Turkmenistan. It has been proved to the experts that all equipment were used and manufactured in 2006. This equipment was used in ... in Abu Dhabi. Purchasing contract was signed in Dubai and equipment was delivered in Turkmenistan in accordance with contract.

6. Stating if there is a conspiracy or violation in purchasing process of such equipment in the light of complaint, and whether the accused got a personal benefit deposited in his account bank as the accused said.

Response:

It has been proved to the experts as we mentioned before that purchasing process was through the accused's assigning of its purchasing agreement of equipment and subcontract and after telling the accused twice and he accepted purchasing- he requested a feasibility study and copies of agreements. After reviewing these documents, as he specializes in reading feasibility studies because he holds Ph. D. in law in addition to hi investment background, he finally agreed to buy. The experts affirmed that all correspondences in this regard were in written form in accordance with schedule of events annexed to this report. The matter of putting any amount in the personal account of the accused

after getting an official copy of his bank balance from the bank before the commercial relation between the parties till October 2015 was unidentified. Bank balance was about 35,000 Dirham in October 2015.

8. The procedures taken by the accused on knowing that there was a failure in some equipment bought from ... Company in Turkmenistan. Is there failure or conspiracy by the complainant and his company?

Response:

It has been proved to the experts from the documents that the accused has started his work as soon as he became aware of the delay and failure of the operational inspections through mobilizing all efforts and relations for acquiring all necessary spare parts of the repairing process. He has already got alternative spare parts from China and the complainant does not pay amounts of temporary buying in order to perform subcontract. The complainant has communicated with ... Company several times for returning equipment; he succeeded in doing that for a value close to purchase value. He has exerted all efforts to persuade ... Company to refund the full amount as well as suggesting in writing for the complainant to follow the judicial way in dispute settlement but they mutually agreed on entering into a repurchase contract less an amount that does not exceed US Dollar 50 thousand. He has arranged for shipping equipment from Turkmenistan to the UAE which requires paying shipment value by the complainant but he failed to do so.

9. Showing if there any conduct by the conduct by the accused representing in violation, breach of trust or any of his powers

Response:

The answer to this question falls under legal matters and definitions, which becomes beyond the consulting technical experience.

After explaining facts and the technical and financial opinion regarding the dispute, experts would like to add a final issue in this regard based on reviewing all documents provided by the parties. The experts do not find any professional deviation by the accused according to our experience in the field of engineering contacts and technical business in the technical field. Transactions and correspondences were in good faith, ensuring low costs and avoiding personal interest. This was obvious when the complainant informed the accused to stop taking any money as personal expenses after 28\6\2015, the accused does not argue the complainant for that matter and accepted it for the sake of the company and achieving profits, knowing that the complainant spend his time establishing the company of the parties (for example 721, 718).

Note:

1. Documents are to be referred between brackets.
2. The Number of pages of the document annexed to the report is 780 pages on two volumes.
3. The first volume 1-399.
4. The second volume 400- 780.

(End of the report)

Written in Dubai on 8\12\2015

Expert engineer: Mohammed Sulaiman Al-Marzooqi

\Signature\

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