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INQUIRY REPORT
OF THE COMMISSION
RELATING TO BROADSHEET
LLC. (ISLE OF MAN) AND
OTHER MATTERS

**BY: JUSTICE (RETD.)
SHEIKH AZMAT SAEED**

22nd MARCH, 2021

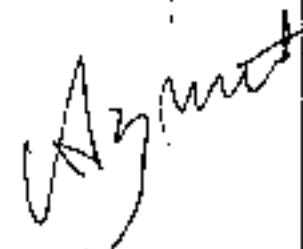


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PREFACE

The Commission has been constituted vide Cabinet Division's Notification issued vide S.R.O No.130(I)2021 dated 29th January, 2021, with the following Terms of Reference (TORs):

- a) To examine the process of selection and appointment of Trouvons LLC, Broadsheet LLC, and International Asset Recovery Limited ('IAR') and execution of Agreements in the year 2000.
- b) To examine the circumstances, reasons and effect of cancellation of Agreements with Broadsheet LLC and IAR in 2003.
- c) To identify and determine the reasons and effect of settlement and payments made on behalf of Pakistan to IAR and Broadsheet LLC in 2008, and whether the payments made were justified.
- d) To identify the persons or officials responsible for making wrong payment of USD 1.5 million to the wrong person in the year 2008 which was not entitled to receive such payment.
- e) To identify as to whether the arbitration proceedings before the London Court of International Arbitration (LCIA) and subsequent appeal before the High Court of Justice in London regarding Broadsheet LLC were conducted diligently and efficiently.
- f) To determine as to whether after finalization of the Award and appellate proceedings before the High Court at London regarding Broadsheet LLC, the process of making payments to the Claimant was legal and in accordance with the prescribed rules and procedure.

- g) To identify the incidents and cases relating to recovery efforts and legal proceedings pursued by the Government of Pakistan since the year 1990 in foreign jurisdictions for recovery of unlawfully removed money or illegally acquired assets, but were closed, abandoned and/or withdrawn without any valid reason or justification resulting in colossal losses to the country.
- h) To identify and fix responsibility of any person, body or authority etc. which was guilty of gross negligence or misconduct or acted with mala fide motive or objective in respect of the above matters.
- i) Any other matter related or ancillary to the matters enumerated above.

Even before the Commission could become functional upon provision of office space and staff, that too after much foot dragging, the bureaucracy went into a self-preservation mode and withdrew into its shell like a threatened snail. The level of non-cooperation from the various Ministries/Divisions/Departments would have made Mohandas Karamchand Gandhi proud. Every effort was made to conceal, hide and “misplace” the relevant record in a rather obvious effort to cover up the incompetence and corruption of the present incumbents, their predecessors and political benefactors. Incidentally, the loss of record straddled more than one department and more than one Continent. The record was found missing not only in Islamabad but alas at Pakistan’s High Commission in London, United Kingdom, as well. However, a part of the record consisted of correspondence which had been conducted with National Accountability Bureau (NAB). Fortunately, NAB was much more forthcoming with the provision of record, permitting the Commission to piece together the responses to the questions posed in the TORs.

In-order to proceed with reference to above said TORs, the Commission summoned 26 witnesses ('AW1' to 'AW 26') to record their statements. The witness statements are attached as **Appendix-I**. As far as the record is concerned, it was decided by the Commission that no original record would be retained / received from the witnesses / custodian of the record. Therefore, only certified copies after comparing with the original record were taken on the record of the Commission as Exhibits from the custodians of the record.

The certified copies taken on record by the Commission as Exhibits are summarized as below:

- i. Exhibits NAB-1 to NAB-101;
- ii. Exhibits OAGP-1 to OAGP-8;
- iii. Exhibits FD-1 to FD-4;
- iv. Exhibits AW 3-1, AW 3-2, AW 3-2 A & B;
- v. Exhibit AW 17-1;
- vi. Exhibits AW 18-1, 18-2 & 18-3;
- vii. Exhibit AW 22-1;
- viii. Exhibit AW 24-1; and
- ix. Exhibit AW 26-2 A to AW 26-2 N.

The individual documents forming part of the Exhibits which have been specifically referred to in the various responses have been separated and appended with the Report for the sake of convenience. While the remaining Exhibits (which are certified copies of the record) have been sealed and handed over to NAB for safe keeping in their strong room. The aforesaid certified copies of the record can always be made available from NAB.

The Commission's report is based on the witnesses' statements and record as made available to it.

It may be worthwhile to mention that, Mr. Tariq Fawad Malik gave a statement to the Arbitral Tribunal and was crossed examined. He is an absconder, and the

Interpol has issued Red Notice for his arrest. The Commission did not find it necessary to record his statement as he did not have anything worthwhile to contribute to the responses to the TORs beyond what had already been stated before the Arbitral Tribunal.

Mr. Kaveh Mousavi, is a convicted felon, who was sentenced to a term in prison. Nonetheless, he has made certain statements in the media about the several people which might or might not hold water. Under the TORs of this Commission, it cannot enquire into those. However, if the Government of Islamic Republic of Pakistan, finds it expedient it may investigate such allegations.

Parts of this report were scribed late evenings at the foot of the Margalla Hills, where I was staying. The discordant symphony of the howling jackals was a constant companion. The howling of the jackals could not distract me from the task at hand.

Or

Terms of Reference No. 5 (a)

To examine the process of selection and appointment of Trouvons LLC, Broadsheet LLC, and International Asset Recovery Limited ('IAR') and execution of Agreements in year 2000.

The Asset Recovery Agreements ("ARAs") were executed during the tenure of the first Chairman National Accountability Bureau ("NAB"), Lt. Gen. Syed Muhammad Amjad since retired. In order to ascertain, assess and analyze the circumstances that led to the execution of the said ARAs, the available record pertaining to the Ehtesab Bureau and NAB including the noting portion as well as the ARAs have been examined. Lt. Gen. Syed Muhammad Amjad (Retd.) appeared as "AW 12" before the Commission on 21st February 2021. His statement was recorded in the light of his previous statements and cross examination during the Arbitration at the Chartered Institute of Arbitrators in London, United Kingdom (*CIArb. Case No. 129120001*) **(first witness statement Page no. 1-16, second witness statement 113-145 of Exhibit NAB no. 34-A)**, which were also available and examined by the Commission. The other key player in this behalf was Mr. Farouq Adam Khan, the first Prosecutor General Accountability ("PGA") of NAB. Unfortunately, Mr. Farouq Adam Khan has passed away so his statement could not be recorded by the Commission. However, the Commission had the benefit of his Affidavit and statement made before the Arbitral Tribunal **(Page no. 1-15 of Exhibit NAB no. 28)** as well as his opinions variously recorded on the noting portion of the internal minute sheet of NAB **(Page no. 341-349 of Exhibit NAB no. 22)**. Some statements of the witnesses produced by the opposing side in the Arbitration proceedings have been found to be very interesting and beneficial also.

Prior to the promulgation of the National Accountability Ordinance ("NAO"), 1999 and the formation of NAB, the field was occupied by the Ehtesab Commission/ Ehtesab Bureau; which for all intent and purposes was the predecessor to NAB. The Ehtesab Commission was created by the caretaker

Government in the year 1996 which took office upon the dismissal of the Ms. Benazir Bhutto's government by the then President of Islamic Republic of Pakistan Mr. Farooq Ahmad Khan Leghari. Mr. Najam Sethi, a well known journalist was a member of the caretaker cabinet and in charge of Accountability. It appears that it was Mr. Sethi who lit the spark which set the prairie ablaze against corruption (some uncharitable people may say that in the decades that followed perhaps Mr. Sethi may have shed some of his idealism in this behalf).

Following the general elections, Pakistan Muslim League (Nawaz) [PML (N)] came into power with Mr. Mian Nawaz Sharif being elected as the Prime Minister of the Islamic Republic of Pakistan. The new Government embraced the notion of proactive accountability especially against their political opponents with a vengeance. The onslaught was orchestrated and led by the erstwhile Chairman Ehtesab Bureau, Mr. Saifur Rehman.

The record of the Ehtesab Bureau reveals that Trouvons LLC. (Worldwide Offices) ("Trouvons") through Mr. Tariq Fawad Malik and Mr. Ghazanfer Sadiq Ali of GSA Investment Corporation Limited had approached the Ehtesab Bureau canvassing the execution of ARA in favor of their principals. The record reveals that a draft ARA was circulated and the Ehtesab Bureau sought an opinion from a lawyer based in Lahore whose opinion is available on record, whereby various misgivings to the ARA were expressed and pitfalls pointed out. The said opinion is dated the 11th October 1999 (**Page no. 264-268 of Exhibit NAB no. 11**). However, the Government changed on 12th October 1999, hence the matter could not proceed any further.

With the change in Government Lt. Gen. Syed Muhammad Amjad (Retd.) was directed to take over Ehtesab Bureau and a few weeks later, NAO, 1999 was promulgated whereupon he was appointed as the first Chairman NAB. The other pivotal officer of NAB is its Prosecutor General Accountability ("PGA") who is appointed by the President of the Islamic Republic of Pakistan in consultation

with the Chairman NAB. Mr. Farouq Adam Khan a former Major of the Pakistan Army was appointed as the PGA on the recommendation of the Chairman NAB.

Not too soon thereafter, Trouvons through its representatives Mr. Tariq Fawad Malik and Mr. Ghazanfer Sadiq Ali surfaced in the record of NAB.

Lt. Gen. Syed Muhammad Amjad (Retd.), in his statement before the Commission stated that he did not recall whether it was Mr. Tariq Fawad Malik or Mr. Ghazanfer Sadiq Ali who introduced Trouvons to him/NAB.

A perusal of the record of NAB (**Page no. 341-343 of Exhibit NAB no. 22**) reveals that a note dated 26th May 2000 was initiated by Mr. Shahid Hussain Raja, Joint Secretary NAB. The said note titled "*Agreement with Trouvons for Recovery of Assets illegally held by Pakistanis Abroad*" makes for very interesting reading. It suggested that negotiations are in progress with a U.S.A. based company Trouvons for an agreement to recover assets illegally held by Pakistanis abroad. Mr. Shahid Hussain Raja further states that he has conducted negotiations as directed by Mr. Farouq Adam Khan. Various options were considered and the actions to be taken were identified as follows: that the agreement should be vetted by the Ministries of Law, Justice and Human Rights and Ministry of Finance; the Chairman NAB was requested to approve the list of persons (Targets) for handing over to Trouvons for investigation and to add or delete the names in the Target list; the Chairman NAB was requested to direct the concerned to reserve a room for establishment of office of Trouvons in NAB H.Q.; and keeping in view the sensitive nature of the operation, secrecy should be maintained and there should be no leakage by anyone to the press. The said note was marked to the PGA, who agreed with the same but expressed extreme urgency in the matter. The file was then marked to the Chairman NAB who appended his initials by way of approval.

Apparently, another meeting was conducted, which included the Chairman NAB and PGA, wherein a draft ARA was discussed. Thereafter, a note on 2nd June

2000 was prepared by one of the Legal Consultant, wherein it was recorded (para 9 of the NAB's note sheet) that the draft ARA to be sent to a corporate lawyer as suggested by the participants of the said meeting. The said note was eventually presented to the Chairman NAB who vide para 14 of the NAB's note sheet stated that the draft ARA was to be sent to anyone of the proposed corporate lawyers and the file was then marked to the PGA. The PGA noted in para 15 of the NAB's note sheet that the matter had been discussed and a draft agreement was prepared. This is followed by a note of the Legal Consultant dated 15th June, 2000 vide para 17-18 of the NAB's note sheet in which it was suggested that subject to the approval of the Chairman NAB the draft agreement be sent for vetting to the Ministry of Law, Justice and Human Rights and for financial implications to Ministry of Finance. The said note was sent to Mr. Shahid Hussain Raja, the Joint Secretary NAB, who endorsed the aforesaid course of action by getting an approval from the said Ministries. The file was marked to the PGA, who in his note mentioned in para 22 of the NAB's note sheet that "*the final draft prepared and accepted by Dr. Pepper on behalf of Broad/Trouvons. Matter need to be finalized ASAP.*"

The file was purportedly marked to the Chairman NAB but it is apparent that it was neither presented to him and nor does it bear his signatures or his initials. The File appears to have been "highjacked" (Page no. 347 of Exhibit NAB no. 22).

It appears that the ARAs were executed by the Chairman NAB with Broadsheet LLC. (Isle of Man) on 20th June, 2000 and with International Asset Recovery LLC. on 15th July, 2000.

Lt. Gen. Syed Muhammad Amjad (Retd.) in his statement to the Commission stated in categorical terms that he believed that his orders had been complied with, i.e. the draft agreement had the blessing of the Ministry of Finance, vetted by the Ministry of Law, Justice and Human Rights and an independent corporate legal counsel.

There is a subsequent note by the Legal Consultant dated 3rd July 2000, after the execution of the ARAs with Broadsheet LLC. (Isle of Man) and International Asset Recovery LLC. suggesting that in-house vetting had taken place and on account of urgency, the matter had neither been sent to the Ministry of Finance, Ministry of Law, Justice and Human Rights nor to an independent corporate legal counsel.

The said note apparently snaked its way to the office of the Chairman NAB and there appears to be some initials in yellow ink, purportedly of the Chairman NAB dated 8th July 2000 on NAB's note sheet. Lt. Gen. Syed Muhammad Amjad (Retd.) in his statement before the Commission categorically stated that he only used green ink and never signed or initialed any file in yellow ink.

Both the ARAs were sent to Ministry of Law, Justice and Human Rights only for approval of the execution of the ARAs by the Chairman NAB on behalf of the President of the Islamic Republic of Pakistan. The requisite communication that sought to execute the ARAs was sent to the Ministry of Law, Justice and Human Rights with regards to Broadsheet LLC. (Isle of Man) vide letter dated 17th June 2000. Incidentally, in the said letter signed by Lt. Gen. Syed Muhammad Amjad (Retd.) (**Page no. 3 of Exhibit NAB no. 2**) it is mentioned that the suggested draft "*has been duly scrutinized and approved by the Ministry of Law, Justice and Human Rights.*" This lends credence to his statement before the Commission that he believed that his instructions in this behalf had been complied with. The Ministry of Law, Justice and Human Rights gave its authorization to sign the agreement on 19th June, 2000 (**Page no. 4 of Exhibit NAB no. 2**).

Similarly, the requisite communication that also sought to execute the ARA was sent to the Ministry of Law, Justice and Human Rights with regards to International Asset Recovery vide letter dated 15th July, 2000. The Ministry of Law, Justice and Human Rights replied on the same date that the Chairman NAB,

may sign the ARA on behalf of the President of Islamic Republic of Pakistan. Furthermore, the ARA was signed on the same day.

The record further reveals that an understanding had been reached between Lt. Gen. Syed Muhammad Amjad (Retd.) and with the Trouvons' principals [which later on became Broadsheet I.J.C. (Isle of Man) and International Asset Recovery LLC] in Denver, Colorado, when he had visited there and on his return he had conveyed the following points to Mr. Farouq Adam Khan, the then PGA as mentioned in his statement (Lt. Gen. Amjad statement Page no. 1-16 and 131-145 of Exhibit NAB no. 34-A):

- a. "First, I informed him that the agreement must clearly state that the foreign companies were to deal and be concerned only with assets outside of Pakistan. This could include anywhere else in the world, but the agreement was not to relate to assets inside of Pakistan. This was very much the underlying rationale for NAB seeking external assistance. We did not need or want assistance in relation to assets that remained inside of Pakistan and we would never have agreed to give a foreign company a cut of any such assets.
- b. Second, I informed him that the foreign companies would receive a 20% share of any money or encashable material only when there was an asset recovery that was repatriated to Pakistan. This was refined in the final agreement ...
- c. As for the commission being set at 20%, this was the result of a compromise between the parties because Broadsheet had originally sought 30% and NAB had sought 10%.
- d. Third, I made it clear that NAB was not to incur any costs or spend any money except when Broadsheet repatriated assets from outside of Pakistan. Broadsheet's commission would therefore be funded

by the foreign assets which they had helped to repatriate to Pakistan.”

Lt. Gen. Syed Muhammad Amjad (Retd.) still believes that the ARAs as drafted, reflected the above. Subsequently, events reveal the misgivings and controversies arose between NAB and Broadsheet LLC. (Isle of Man)/International Asset Recovery LLC. with regards to the interpretations of the ARAs, more precisely as to the whether assets included assets within Pakistan. The second point of contention was with regards to whether Broadsheet LLC. (Isle of Man) was entitled to payment with or without its involvement, in case a recovery was made by NAB. The third point of contention was the absence of a sunset clause meaning that even after the termination of the ARAs by NAB, Broadsheet LLC. (Isle of Man) would continue to pursue the Targets in perpetuity. The fourth point of contention was whether and under what conditions can a Target once registered with Broadsheet LLC. (Isle of Man) could be withdrawn or deleted by NAB/Government of Islamic Republic of Pakistan.

There is no escape from the fact the aforesaid controversies are germane to the wording of the ARAs as was underscored in the Arbitration proceedings.

As stated above, that the standard procedure for the execution of an international agreement which had major financial implications were short circuited when the said due process was “highjacked” by the then PGA, Mr. Farouq Adam Khan, who as mentioned in his proceeding paragraphs intervened by frustrating the directions of the Chairman NAB regarding the vetting of the ARAs by the Ministry of Law, Justice and Human Rights and reaching out to Ministry of Finance for financial implications and receiving input from an independent corporate legal counsel. The file was diverted and the ARAs were executed by the Chairman NAB under an assumption (deceptive) that his orders in this behalf had been complied with.

In the normal course of events one would have been left to guess as to the consequences if the draft ARA had in fact been vetted by the Ministry of Law, Justice and Human Rights and opinions of the Ministry of Finance and independent corporate legal counsels obtained.

However, the record reveals that when the disputes between NAB and Broadsheet LLC. (Isle of Man)/ International Asset Recovery LLC. got aggravated, the subsequent Chairman NAB reached out to the then Minister of Law, Justice and Human Rights, Barrister Shahida Jamil and also obtained legal opinions in this behalf from Mr. Justice (Retd.) Shafi ur Rehman and Mr. Fakhruddin G. Ebrahim (Sr. Advocate of Supreme Court of Pakistan) which are available in NAB's record.

Barrister Shahida Jamil in her communication dated 12th September 2001 (**Page no. 65-66 of Exhibit NAB no. 24**) expressed her extreme displeasure that she had not been permitted to examine the ARAs in detail by the then Secretary Law, Justice and Human Rights who immediately took away the files on the pretext that they were urgently required by the Chairman NAB (no such anxiety seems to be exhibited from the noting portion of the record of NAB which has been examined by the Commission). Barrister Shahida Jamil expressed dissatisfaction with the drafting of the ARAs and expressed a distinct possibility that the said ARAs could be interpreted so as include/extend to assets within Islamic Republic of Pakistan. She suggested in her note that the ARAs as framed were not in the best interest of Government of the Islamic Republic of Pakistan/NAB and should be "*got rid off*", even if some payment had to be made to the other side.

Mr. Justice (Retd.) Shafi ur Rehman in his opinion dated 2nd August 2001 (**Page no. 174-178 of Exhibit NAB no. 2**) was even more emphatic in his opinion that the ARAs would be interpreted to the financial disadvantage of the NAB and Government of Islamic Republic of Pakistan.

Mr. Fakhruddin G. Ebrahim in his opinion dated 13th August 2001 (**Page no. 181-186 of Exhibit NAB no. 2**) though expressed the possibility of ARAs were confined to assets outside Pakistan but emphasized that a painful international arbitration could not be avoided through the initiation of any legal proceedings in Pakistan.

In the above circumstances, it is clear and obvious if that the orders of the Chairman NAB had been complied with and not circumvented by Mr. Farouq Adam Khan and the standard procedures followed with the ARAs being sent for vetting to the Ministry of Law, Justice and Human Rights, financial implication sought from Ministry of Finance and an independent legal opinion obtained prior to their execution, there is no possibility that the ARAs would have survived such scrutiny without major amendments and appropriate clarifications in its most significant aspects. The ARAs would have had a greater clarity in expressing the intention of NAB/Government of Islamic Republic of Pakistan and with less unfavorable terms or would have never been executed in the first place and this Commission would not have been required to dwell into this sordid state of affairs.

The overview of the above narrated unfortunate saga revolves around the acts and omissions of Mr. Farouq Adam Khan, the then PGA of NAB. Thus, at this juncture it may be appropriate to examine the choice of his appointment as a PGA and his conduct after he relinquished his office. Lt. Gen. Syed Muhammad Amjad (Retd.) who appointed Mr. Farouq Adam Khan in his statement (**Page no. 3 of Exhibit NAB no. 34-A**) stated as follows:

"I understood that during his time in prison he had studied law and, upon leaving prison, he had entered private practice with Mr. Sardar Khan (although I was unaware as to the extent of his work as a lawyer in private practice). I thought that I might be able to work well with a person with Mr. Farouk Khan's military experience..."

This significance is not as to what has been stated by Lt. Gen. Syed Muhammad Amjad (Retd.), as quoted above, but rather what is conspicuous by its absence. The criterion for the appointment of Mr. Farouq Adam Khan as PGA was not his legal acumen, expertise or experience in the relevant field of law. Perhaps he was not professionally equal to the task, especially with regards to drafting of international agreements with financial implications, like the ARAs.

Unfortunately, there is another aspect to the matter which cannot be ignored. Mr. Tisdale a lawyer by profession and a witness for Broadsheet LLC. (Isle of Man) in his statement before the Arbitral Tribunal stated that within a month of leaving NAB, Mr. Farouq Adam Khan was on the payroll of Broadsheet LLC. (Isle of Man). A fact that was concealed by Mr. Farouq Adam Khan from the subsequent Chairman NAB who reached out to him for support and guidance with regards to matters relating to NAB including its relationship with Broadsheet LLC. (Isle of Man)/International Asset Recovery LLC. No one really knows as to when the financial relationship between Mr. Farouq Adam Khan and Broadsheet LLC. (Isle of Man) began. However, Mr. Farouq Adam Khan in an opinion dated 1st March 2001 (**Page no. 52-53 of Exhibit NAB no. 2**) given to the principals' of Broadsheet LLC. (Isle of Man) regarding interpretation of agreement executed dated 20th June 2000 is an eye opener and quite telling as to what he says in the following few words:

“While negotiating and drafting the Agreement we were binding the GOP, acting through Chairman NAB, who represented President of Pakistan.”

The word used by him is “we”, which speaks volumes and raises the possibility that he may have been on the payroll of Broadsheet LLC. (Isle of Man), while being the PGA. Be as it may, as Lt. Gen. Syed Muhammad Amjad (Retd.) stated in his statement that he perhaps “**trusted**” Mr. Farouq Adam Khan a bit too much. Perhaps such trust was violated. One should not speak ill of the dead but the fact remains that it was also the trust of the State of Pakistan that was violated by Mr.

Farouq Adam Khan, the then PGA, NAB. An institution (NAB) cannot avoid vicarious liability of its unscrupulous PGA.

Incidentally, as per the statement of Mr. Tisdale, Mr. Sharifuddin Pirzada who at that point in time was the Ambassador at Large (1999-2000) and held various other offices and advised the Government of the Islamic Republic of Pakistan and NAB, was also on the payroll of Broadsheet LLC. (Isle of Man)/International Asset Recovery LLC.

It has been noted with interest and perhaps some disdain that one Ms. Ayesha Siddiqa, who had no direct connection or knowledge regarding the transaction with Broadsheet LLC. (Isle of Man), appeared as an expert witness on behalf of Broadsheet LLC. (Isle of Man). In Arbitration proceedings expert witnesses are usually paid. She made uncharitable statements regarding Pakistan and it's affairs in the Arbitration proceedings. It appears that maligning Pakistan is a lucrative business for some so called "intellectuals".

Moral fiber and loyalty appear to be in short supply in the Islamic Republic of Pakistan.

Perhaps it was an error of judgment on the part of the first Chairman NAB, while recommending the appointment of Mr. Farouq Adam Khan as Prosecutor General Accountability, who as it later transpired was found deficient in both legal expertise and devoid of probity. Lt. Gen. Syed Muhammad Amjad (Retd.) could barely conceal his anguish, after all his trust had been violated and confidence betrayed. A fact that only came to light during the course of the Arbitration.

7

Terms of Reference No. 5 (b)

To examine the circumstances, reasons and effect of cancellation of Agreements with Broadsheet LLC. and International Asset Recovery LLC in 2003.

The backdrop of the execution of the flawed Asset Recovery Agreements (“ARAs”) dated 20th June 2000 with Broadsheet LLC (Isle of Man) and 15th July 2000 with International Asset Recovery LLC. has been set forth in detail in response to the Terms of Reference 5(a). From the very outset serious disputes with regards to the interpretation of the ARAs and as to the true import and meaning of its various clauses had reared their ugly heads. Such disputes were a direct result of the flaws in the ARAs and had far reaching consequences for both the Government of Islamic Republic of Pakistan and NAB.

Lt. Gen. Syed Muhammad Amjad (Retd.) was appointed as the first Chairman NAB on 16th November 1999 and held the post till 25th September 2000. Lt. Gen. Khalid Maqbool (Retd.) was appointed as the second Chairman NAB on 26th September 2000 and continued in office till 26th October 2001.

Lt. Gen. Khalid Maqbool (Retd.) appeared before the Commission on 21st February 2021 and recorded his statement as “AW 11”. He stated before the Commission that it was the understanding of NAB that the said ARAs pertained to properties/assets situated outside Islamic Republic of Pakistan only and not with reference to any property within the territory of the state of Pakistan. Secondly, he also stated that Broadsheet LLC. (Isle of Man) and International Asset Recovery LLC. would only be entitled to their share of the money when and if any recovery from overseas was effected and the funds repatriated to Islamic Republic of Pakistan. However, despite NAB’s very clear views as aforesaid having been communicated on multiple occasions, perhaps the two companies had a different point of view and understanding of the said ARAs.

He went on to state that in November/December 2000, the former Prime Minister Mr. Mian Nawaz Sharif and his family left Pakistan for Saudi Arabia, suddenly.

The decision in this behalf was not made by NAB but by the Government of the Islamic Republic of Pakistan. Nonetheless, the sudden departure of the former Prime Minister Mr. Mian Nawaz Sharif and his family coupled with the induction of Mr. Aftab Ahmad Khan Sherpao in the Federal Cabinet, caused concern and panic with Broadsheet LLC. (Isle of Man)/International Asset Recovery LLC., because they were registered Targets and these companies voiced the same through various communications, which were all duly responded by NAB.

At that time of termination of the ARAs, the Chairman NAB was Lt. Gen. Munir Hafiez (Retd.). He served as the Chairman NAB from 1st November 2001 to 31st October 2005.

Lt. Gen. Munir Hafiez (Retd.) appeared before the Commission on 20th February 2021 as “AW 10” and recorded his statement. In his statement before the Commission, he stated that on taking over as the Chairman NAB, he was informed in briefings given to him that there were already two pre-existing ARAs with two foreign companies, namely International Asset Recovery LLC. and Broadsheet LLC (Isle of Man). In his statement, he stated that NAB inter alia had an Overseas Wing, Financial Crimes Wing and Prosecution Wing. He took briefings from all of them with regard to the ARAs and discovered that there were problems in them.

He said that the primary problem appeared to be with regards to the interpretation of the compensation clause of the ARAs. It was the view of International Asset Recovery LLC. and Broadsheet LLC. (Isle of Man) that the said ARAs were not limited to foreign assets but included assets situated within the territory of the state of Pakistan and recoveries thereof by NAB. It was also Broadsheet LLC. (Isle of Man) and International Asset Recovery LLC's. view that even if any recovery was made, especially in Pakistan without any help or assistance by the Asset Recovery Companies, they would still be entitled to their share of 20% from such recoveries and the bonus.

He went on to state that it was NAB's understanding that the ARAs were limited to foreign assets which were required to be traced, recovered and repatriated to Islamic Republic of Pakistan by International Asset Recovery LLC. and Broadsheet LLC. (Isle of Man) as per the ARAs, and had nothing to do with assets within the territory of the state of Pakistan. Secondly, International Asset Recovery LLC. and Broadsheet LLC. (Isle of Man) would be entitled to 20% share of the amount recovered only from abroad in accordance with the said ARAs. The said ARAs, as per his understanding was on a contingency basis thus meaning: no recovery no payment. Furthermore, the tracing, recovery and repatriation of foreign assets would be done by International Asset Recovery LLC. and Broadsheet LLC. (Isle of Man) from their own resources without any financial burden on NAB or the Government of Islamic Republic of Pakistan.

Lt. Gen. Munir Hafiez (Retd.) told the Commission that he was also informed in the briefing by the officials of NAB that International Asset Recovery LLC. and Broadsheet LLC. (Isle of Man) were not fulfilling their obligations under the ARAs. No tangible effort in this behalf was available on NAB's record. Even prior to his taking over, the efforts to persuade and cajole International Asset Recovery LLC. and Broadsheet LLC. (Isle of Man) to fulfill their obligations under the ARAs had proved unsuccessful.

He gave an example of former Admiral Mansur ul Haq's case, in which the requisite share was given to Broadsheet LLC. (Isle of Man) as a gesture of good faith on part of NAB. He went on to clarify that in the case of former Admiral Mansur ul Haq it was no coincidence that no assistance was given by Broadsheet LLC. (Isle of Man). He went on to explain that in fact, the former Admiral Mansur Ul Haq, during the course of his extradition proceedings volunteered to come back to Pakistan and subsequently after some hesitation entered into a plea bargain with NAB and voluntarily repatriated the money from abroad. Even though Broadsheet LLC. (Isle of Man) may not have been very helpful but as a token of good faith and to show NAB's integrity and desire to continue with a

fruitful relationship with the Asset Recovery Companies for mutual benefit, NAB agreed to pay the stipulated 20% share. He stated that Broadsheet LLC. (Isle of Man) demanded 28% inclusive of an 8% bonus as apparent from the letter dated 26th December 2001 (**Page no. 417-418 of Exhibit NAB 1**). However, only a payment of 20% was made.

He further clarified that there was also an issue raised by Broadsheet LLC (Isle of Man)/ International Asset Recovery LLC. that NAB was not providing the requisite information with regard to the persons in question which was factually incorrect. He said that one of the representatives of Broadsheet, Mr Tariq Fawad Malik, had been given office space (where he brought in his own staff) in the NAB B.Q. at Islamabad and all record as required under the ARAs were made available to him as representative of Broadsheet LLC. (Isle of Man) and International Asset Recovery LLC.

One of the other Targets registered initially with Broadsheet LLC. (Isle of Man) was Mr. Aftab Ahmad Khan Sherpao. Broadsheet LLC. (Isle of Man) had helped NAB to trace his account which was in a name of a Trust in Bailiwick of Jersey ("Jersey"), one of the Channel Islands, which is a British Crown Dependency. Broadsheet LLC. (Isle of Man) had asked NAB to make a formal request to the Jersey authorities to issue a Freezing Order in respect of its claim and the court in Jersey froze his account(s). Nonetheless, he became the Minister for Water and Power in the year 2002 and remained in the office till 2004. He later went on to become the Minister of Interior from 2004 to 2007. This too had caused concern to Broadsheet LLC. (Isle of Man)/ International Asset Recovery LLC.

Lt Gen. Munir Hafiez (Retd.) stated that he repeatedly informed Broadsheet LLC. (Isle of Man) and International Asset Recovery LLC. about their failings including and their inability to provide regular progress reports as required by the ARAs, which was reflected in the letter dated 12th January 2002 (**Page no. 141 of Exhibit NAB 05**). However, NAB despite all this was still hopeful that the relationship with Broadsheet LLC (Isle of Man) and International Asset

Recovery LLC. would be mutually beneficial and fruitful and went on to honour its obligations.

He further stated that contrary to what NAB had hoped for, things did come to a pass and the desired results were not forthcoming from Broadsheet LLC. (Isle of Man)/ International Asset Recovery LLC. At that time, he along with NAB's team travelled to London at the behest of Broadsheet LLC (Isle of Man)/ International Asset Recovery LLC. in an effort to iron out the differences and air NAB's grievances. A detailed meeting was held on 21st September 2002 in which the minutes were recorded (**Page no. 128-132 of Exhibit NAB 05**). He further stated that one of the issues that cropped up and is reflected in the minutes of the meeting, stemmed out of the departure of Mr. Mian Nawaz Sharif and family, who were listed targets with Broadsheet LLC. (Isle of Man)/ International Asset Recovery LLC., regarding which the said companies had serious reservations. However, he instructed them to continue with their investigations into tracing the assets of Mr. Mian Nawaz Sharif and family and NAB issued a Power of Attorney on 2nd November 2002 (**Page no. 249-250 of Exhibit NAB 62**) in this behalf.

Lt. Gen. Munir Hafiez (Retd.) further stated that at that time it was quite unfortunate, that there was total inactivity by Broadsheet LLC. (Isle of Man)/International Asset Recovery LLC. and the promises made and reflected in his meetings with them as referred to above were never fulfilled. He said that it had become apparent that things were not going as one had hoped and expected. Since performance of the both the companies was abysmal, NAB decided to get in touch with their solicitors in London, namely Kendall Freeman who sent their representatives to Islamic Republic of Pakistan. Before such meeting, NAB brought the entire matter to the notice of Government of Islamic Republic of Pakistan. They had a meeting with the then Attorney General for Pakistan and Secretary Law, Justice and Human Rights, where the minutes were also recorded (**Page no.164-166 of Exhibit NAB 1**).

Subsequently, on 6th & 7th of August 2003, detailed discussions were held with the solicitors retained by NAB namely Kendall Freeman as mentioned above, who had come to Pakistan and the minutes of the meeting were recorded (**Page no. 249-253 of Exhibit NAB 15**). NAB's solicitors suggested termination of the contract and even prepared a draft letter of termination as is mentioned in the said minutes. It was also decided that the said draft would be circulated amongst the Attorney General for Pakistan and Secretary Law, Justice and Human Rights before final approval. Thereafter, a formal legal opinion was received from NAB's solicitors, Kendall Freeman, dated 12th August 2003 in which they advised that the Agreements be terminated (**Page no. 167-170 of Exhibit NAB 01**). In the above context, a meeting was convened on 18th October 2003 with the Attorney General for Pakistan, Secretary Law, Justice and Human Rights and others by NAB in which the future of the relationship with Asset Recovery Companies was discussed. Eventually, there was a consensus to terminate the ARAs with an option to seek a negotiated settlement, if possible with the said companies, the minutes were recorded (**Page no. 152-154 of Exhibit NAB 05**).

Lt. Gen. Munir Hafiez (Retd.) said that the efforts at negotiation at that stage did not prove very fruitful. The draft letter of termination dated 28th October 2003 with certain amendments as suggested was sent to our solicitors Kendall Freeman through letter dated 22nd October 2003 (**Page no. 113 of Exhibit NAB 05**). Eventually, after waiting for a few days, the letter of termination of contract was issued to Broadsheet LLC. (Isle of Man) and International Asset Recovery LLC. by NAB solicitors, Kendall Freeman through a letter dated 28th October 2003 (**Page no. 351-359 of Exhibit NAB 15**). The termination letter clearly mentions that the termination was a consequence of non-performance and gross misrepresentation.

He further stated that despite having issued the notice of termination, NAB did not close its doors for negotiation and continued to explore the possibility of a settlement. In this behalf, there was a meeting held on 7th November 2003

convened at the offices of NAB's solicitors, Kendall Freeman, in London between him and representatives of Broadsheet LLC (Isle of Man)/ International Asset Recovery LLC. NAB even offered that Broadsheet LLC (Isle of Man)/ International Asset Recovery LLC. should accept termination and as NAB could recommence the relationship on a case to case basis, on fresh terms and conditions. Unfortunately, the said meeting did not bear fruit, its minutes were recorded (**Page no. 378-386 of Exhibit NAB 49**). He stated further that thereafter, everything went quiet till the end of his tenure though he believes thereafter a notice of arbitration was served by International Asset Recovery LLC.

It is obvious from the statements and evidence referred to hereinabove that the relationship between NAB/Government of Islamic Republic of Pakistan and Broadsheet LLC. (Isle of Man)/ International Asset Recovery LLC. for all intents and purposes had broken down. In the above perspective, the termination of the ARAs appeared to be inevitable. The then Chairman NAB Lt. Gen. Munir Hafiez (Retd.) obtained a legal opinion from NAB's Solicitor in London, United Kingdom, Kendall Freeman which was shared with the Ministry of Law, Justice and Human Rights and Attorney General for Pakistan; such opinion recommended termination of the ARAs and was concurred by the Ministry of Law, Justice and Human Rights and the Attorney General for Pakistan. On instructions, a notice of repudiation was drafted by the Solicitors, Kendall Freeman and after vetting by the Ministry of Law, Justice and Human Rights and Attorney General for Pakistan, such notice was issued to the two asset recovery companies. Even after such termination, efforts were made to settle the matter out of court. In this behalf, meetings were held between NAB and asset recovery companies at the offices of Kendall Freeman in London but to no avail. The above is reflected in detail in the files of NAB Exhibited on record and reflected in detail in the statement of Lt. Gen. Munir Hafiez (Retd.).

Though ARAs were no doubt defective and their termination perhaps inevitable, yet there can be no escape from the fact that a list of Targets (financially/politically corrupt persons sought to be investigated qua their ill-gotten wealth) was provided to both Broadsheet I.I.C. (Isle of Man)/ International Asset Recovery I.I.C by NAB and before the ink was dry a major Target (Mr. Mian Nawaz Sharif and family), was flown out of Pakistan in the dead of the night. When the expediencies of politics collides with the impetus for accountability; it is the former that always triumphs and when a foreign country is involved the sovereignty of the State is always compromised.

or

Terms of Reference 5(c)

To identify and determine the reasons and effect of settlement and payments made on behalf of Pakistan to IAR and Broadsheet LLC. in 2008, and whether the payments made were justified.

In response to the TORs 5(a) and 5(b) the process of the award of the Asset Recovery Agreements (“ARA”) as well as their termination thereof have been discussed in detail, however for purposes of continuity and to give context to the response to the above Terms of Reference (“TORs”) i.e. 5(c) and 5(d) suffice it to say that the Government of the Islamic Republic of Pakistan/National Accountability Bureau (“NAB”) executed two separate “ARAs” with two foreign companies namely International Asset Recovery LLC (“IAR”) incorporated in Gibraltar and Broadsheet LLC. incorporated in the Isle of Man. The agreement with the IAR was executed on 15th July 2000, while the agreement with Broadsheet LLC. (Isle of Man) was earlier executed on 20th May 2000. Both the said agreements were executed during the tenure of office of the first Chairman NAB, Lt. General Syed Muhammad Amjad, since retired. The background and the thought process both obvious and as discovered later have been set out in great detail in TOR 5(a). The flaws in the ARAs have also been highlighted as well as the rather strange circumstances which followed their execution and as a consequence whereof the misgivings and misunderstandings inter-se the parties were aggravated till the relationship eventually broke down and Government of the Islamic Republic of Pakistan/NAB was constrained to terminate both the ARAs on 28th October 2003. The circumstances under which such decisions were taken and implemented have also been set forth in response to the earlier TOR. At this juncture, however, it may be added that the Government of the Islamic Republic of Pakistan in fact did not really benefit from the aforesaid two ARAs and no serious recovery and repatriation of foreign assets resulted from any direct effort of either of the two companies. Be that as it may, unfortunately, the ARAs

contained Arbitration clauses whereunder such proceedings of Arbitration were to be conducted under the auspices of the Chartered Institute of Arbitrators, London. Venue and seat of such Arbitration was designated outside Pakistan. The idea of an expensive foreign arbitration, especially in pursuance to a flawed and perhaps disadvantageous ARA was not very appetizing to the Government of the Islamic Republic of Pakistan/NAB who explored the possibility of avoiding the same. Initially, some post-termination negotiations were undertaken but the matter remained inconclusive.

Subsequently, the issue qua Broadsheet LLC. (Isle of Man) went dormant, however, IAR continued to agitate the matter and in this behalf notices for Arbitration were served upon Government of the Islamic Republic of Pakistan/NAB. This process of formal notices was commenced on 9th December 2005 (**Page no. 128-133 of Exhibit NAB 21**). It appears yet again, a decision was taken and perhaps rightly so to avoid litigation/arbitration and to yet again explore the possibility of an out of court settlement with IAR. Negotiations in this behalf commenced which were slow and long drawn. In the meanwhile, the situation with respect to NAB was very fluid and eventually upon the departure of its last uniformed Chairman, coupled with the changing of the guards in the corridors of power, the strength of NAB was depleted. A large number of its personnel both from the armed forces and from the civilian bureaucracy were repatriated with only a skeleton staff remaining. There was no Prosecutor General Accountability (“PGA”) and such vacancy was not filled. In the foregoing backdrop, a lawyer with a history of working with NAB, Mr. Ahmer Bilal Soofi, was appointed as a Legal Consultant to spearhead its legal effort including the negotiations with IAR. Such negotiations were conducted both inside and outside Pakistan including with the IARs local counsel, Mr. Khawaja Ahmed Tariq Rahim, Senior ASC. It may be pertinent to reiterate that such negotiations with Mr. Khawaja Ahmed Tariq Rahim were with reference only to IAR as the complaint if any by Broadsheet LLC. (Isle of Man) against termination of its Agreement had not

surfaced. Incidentally in the course of such negotiations, Mr. Ahmer Bilal Soofi in a letter dated 21st March 2007 addressed to Mr. Khawaja Ahmed Tariq Rahim (**Page no. 209 of Exhibit NAB 18**) suggested that the matter with respect to Broadsheet LLC. (Isle of Man) be also settled. It appears that Mr. Soofi repeated this idea of a settlement with both AR companies during the course of further negotiations and raised this issue with Government of the Islamic Republic of Pakistan/NAB also. No doubt the two ARAs had inter-se connection but were nevertheless two separate companies. The silence on behalf of Broadsheet LLC. (Isle of Man) was not out of love for NAB, as it later transpired that unknown to the Government of the Islamic Republic of Pakistan/NAB, Broadsheet LLC. (Isle of Man) had become insolvent and the winding up order had already been passed in the first week of March 2005. This fact was actively concealed from NAB. The representatives of IAR in their correspondence subsequent to the letter dated 21st March 2007 kept insisting that the matter of IAR be settled first and then they would be prepared to discuss the issue of settlement with Broadsheet LLC. (Isle of Man) and also represented that they were authorized to act on behalf Broadsheet LLC. (Isle of Man).

Be that as it may, a settlement with IAR appeared to be in sight which would involve payment to the said company and an illusion was created by Mr. Ahmer Bilal Soofi that such a settlement was also possible with Broadsheet LLC. (Isle of Man). The matter as required by law was placed before the Ministry of Law, Justice and Human Rights and eventually before the Cabinet and the then Prime Minister through summary dated 10th May 2007 (**Page no. 62-L to 62-P of Exhibit NAB 18**). The then Prime Minister granted in principle approval for financial settlement with IAR. However, it was mentioned in the said summary moved by the then acting Chairman NAB that negotiations were also continuing with Broadsheet LLC. (Isle of Man). On the said summary, a committee under the Chairmanship of the then Minister of Law, Justice and Human Rights was formed, which deliberated upon the matter, recorded its minutes and a fresh

summary dated 12th November 2007 (**Page no. 62-S to 62-X of Exhibit NAB 18**) for settlement was re-presented to the then Prime Minister, who approved the same (**Page no. 62-K of Exhibit NAB 18**). It stood decided that as a full and final settlement and by way of absolute closure with no future liabilities, IAR may be paid a sum of USD 2.25 million (which was later reduced through negotiations to USD 2.20 million). Such amount was in fact paid and the matter currently stands closed. In lieu of the foregoing more particularly the legal opinions of the then Law Minister and others such payment to "IAR" appeared to be inevitable, to avoid any further financial repercussions.

With regards to Broadsheet LLC. (Isle of Man) it was decided that a sum of USD 1.5 million be paid as a full and final settlement with no future liability, subject to Broadsheet LLC. (Isle of Man) providing details of the expenses incurred for purposes of quantification under the ARA. It is clear and obvious that the consent of the then Prime Minister for payment of USD 1.5 million (subject to conditions) was to Broadsheet LLC. (Isle of Man).

Mr. Ahmer Bilal Soofi was instructed to reach out to Broadsheet LLC. (Isle of Man) for implementation of the decision of the Prime Minister referred to above, more particularly with regard to obtaining documents, quantifying the expenditures allegedly incurred by Broadsheet LLC. (Isle of Man). In fact, in his statement before this Commission, Mr. Soofi made a great effort to emphasize that he had been initially engaged for this purpose. The record reveals that Mr. Soofi reached out to Mr. E Jerome James ("Mr. Jerry James") who had represented that he acted on behalf of Broadsheet LLC. (Isle of Man) as its purported Chairman.

It is claimed by Mr. Ahmer Bilal Soofi that he made the magic discovery that in fact Broadsheet LLC. (Isle of Man) was under winding up during a telephonic conversation with Mr. Jerry James in early February 2008. Such has been asserted by him also before this Commission. The record of NAB reveals that an email dated 14th February 2008 (**Page no. 315-316 of Exhibit NAB 23**) was sent by

Mr. Ahmer Bilal Soofi to the acting Director Overseas Wing, NAB and copied to the concerned desk officer, Mr. Hassan Saqib Sheikh. This email which started the ball rolling at NAB is about two pages and makes for very interesting reading. The main emphasis of the email is to expedite settlement and almost as a postscript, it scribed "*In the present case, the BS matter, there is a slight change in facts. BS went into winding-up but before that through a notarized assignment deed it assigned its present claim over Government of the Islamic Republic of Pakistan to a new company. In our agreement and affidavits etc. we have to cover indemnification of this eventuality. We are working on that and shall send you the said documents shortly*".

The legal health of Broadsheet LLC. (Isle of Man) was *sine qua non* for the execution of any Settlement Agreement with it by Government of the Islamic Republic of Pakistan/NAB. The fact that the company was under winding up as represented by Mr. Soofi, totally changed the circumstances (in fact by that point of time, Broadsheet LLC. (Isle of Man) had already been liquidated and dissolved on 2nd April 2007). Be that as it may, even taken at face value, Mr. Soofi sounds like a matchmaker informing the bridegroom's family that there has been a slight change in facts as the bride to be is slightly pregnant. There is a reference made to an alleged assignment by Broadsheet LLC. (Isle of Man) in favour of Steeplechase LLC. ("Steeplechase") projected as a conclusive solution to the "slight change in facts". Mr. Soofi during his statement before the Commission conceded that he had not seen the alleged assignment till a few days later, and had made the aforesaid assertion on the sole representation of the opposite side, i.e. Mr. Jerry James. It is pertinent to note that Mr. Jerry James was neither the Chairman of Broadsheet LLC. (Isle of Man) nor a shareholder in it.

On the basis of the said email, Mr. Hassan Saqib Sheikh initiated a note (**Page no. 1-2 of noting sheet of Exhibit NAB 23**) in which everything under the sun was mentioned except that Broadsheet LLC. (Isle of Man) was under winding up. During his statement before the Commission, Mr. Hassan Saqib Sheikh stated

that the said email as Paper Under Consideration ("PUC") was attached for all to see, but eventually conceded that this aspect of the matter was critical (**Page no. 315-316 of Exhibit NAB 23**) and ought to have been specified in his initiating note.

Further examination of the file reveals that there is a great emphasis laid on the need for an immediate and urgent need for settlement with Broadsheet LLC. (Isle of Man) with no reference or mention to the obvious fact that the said company was at least under winding up, if not already dissolved. The then Chairman NAB, Mr. Nawid Ahsan stated before the Commission that he did not recall reading the PUC (email dated 14th February 2008), and was never informed in writing or verbally either by Mr. Soofi or his staff that Broadsheet LLC. (Isle of Man) was under winding up and proceeded in the matter on the unrebutted assumption that Broadsheet LLC. (Isle of Man) was alive and in good health as a company.

Mr. Soofi was entrusted with the drafting of a "Settlement Agreement" with Broadsheet LLC. (Isle of Man). He in fact drafted the Settlement Agreement as is not only reflected in the record (**Page no. 5 of noting sheet and AW-8 of Exhibit NAB 23**) but stated by him before the Commission. It appears that a draft Settlement Agreement was prepared by Mr. Soofi and submitted to NAB, as is obvious from the note in the minute sheet dated 09-04-2008 (**Page no. 5-6 of noting sheet of Exhibit NAB 23**). Such note has been scribed by Mr. Hassan Saqib Sheikh. It was also decided by the then Chairman NAB that the Ministry of Law, Justice and Human Rights be taken into the loop and the said draft Settlement Agreement be sent to it for vetting, as is evident from the note dated 10th April 2008 (**Page no. 6 of noting sheet of Exhibit NAB 23**).

Incidentally, the said draft Settlement Agreement was dispatched by Mr. Hassan Saqib Sheikh under covering letter dated 15th April 2008 (**Page no. 280-304 of Exhibit NAB 23**) which is addressed to Mr. Ghulam Rasool, Joint Secretary, Ministry of Law & Justice. In the normal course of business, such communications are addressed to the Secretary of Law, Justice and Human

Rights. During his statement before the Commission, Mr. Hassan Saqib Sheikh could not give any plausible explanation as to why this communication had been addressed to Mr. Ghulam Rasool, Joint Secretary, Ministry of Law & Justice. It is important to mention here that Mr. Ghulam Rasool in his statement before the Commission did not claim to be the acting Secretary or even holding the charge of an acting Secretary of the said Ministry at that point in time. The aforesaid covering letter addressed to Mr. Ghulam Rasool, Joint Secretary, Ministry of Law & Justice was not only appended with the draft Settlement Agreement but also Affidavits and other documents including proposed minutes which would require signing and execution to consummate the deal with Broadsheet LLC. (Isle of Man). Both the said covering letter dated 15th April 2008 and its appendices referred to above are on (**Pages no. 280-304 of Exhibit NAB 23**). The draft Settlement Agreement is purportedly to be executed inter-se Government of the Islamic Republic of Pakistan/NAB on the one hand and various other parties on the other. The primary party as identified is "Broadsheet LLC". The place of its incorporation is left blank, so too are the details of the resolution authorizing Mr. Jerry James to act on behalf of the said company. Thus the identity of the entity with which the Government of the Islamic Republic of Pakistan/NAB was entering into the Settlement Agreement was unknown and could not be deciphered from the draft Settlement Agreement. The said draft Settlement Agreement which had obvious financial implications was not routed through the Ministry of Finance or for that matter the Ministry of Foreign Affairs and the Office of the Attorney General for Pakistan. It is also obvious from the Settlement Agreement that the other parties including Steeplechase in whose favour an alleged assignment by Broadsheet LLC. (Isle of Man) had taken place. Mr. Soofi was confronted with the document of alleged Assignment (**Page no. 322 of Exhibit NAB 23**) which was signed by Mr. Jerry James both for the assignee and the assignor. Mr. Soofi does not claim to have seen or examined any Articles of Association/Organization of either the assignee or the assignor company or any authority executed in favour of Mr. Jerry James by either the assignee or assignor.

Incidentally, the ARA with Broadsheet LLC. (Isle of Man) dated 20th May 2000 contained a specific stipulation that rights under the said Agreement could not be assigned without the written consent of the opposite party. Admittedly, no consent by Government of the Islamic Republic of Pakistan/NAB for assignment of any right under the ARA by Broadsheet LLC. (Isle of Man) in favour of Steeplechase was ever given or even sought. It is interesting to note that the assignor is "Broadsheet LLC". The place of its incorporation is conspicuous by its absence, leaving the identity of the so called assignor in doubt. During his statement before this Commission, Mr. Soofi conceded that it was perhaps not safe to rely upon such document of Assignment.

At three different places, in the following Agreement there is a reference to a company called "Broadsheet LLC. Gibraltar", allegedly under winding up. There is and never was such a company called "Broadsheet LLC. Gibraltar", with which Government of the Islamic Republic of Pakistan/NAB had any privity of contract. In fact no such company ever existed. Mr. Soofi in his statement before this Commission said that the word "Gibraltar" was actually a typographical error and what was intended was "Isle of Man". His alibi for such glaring typographical errors is that IAR had been registered at Gibraltar and the ARA therewith had already been drafted by him and executed. During his cross examination when he was asked the same, he said that Broadsheet LLC. Colorado had to go into the blank spaces as Broadsheet LLC. (Isle of Man) was dissolved.

As Broadsheet LLC. (Isle of Man) after winding up had been reincorporated as Broadsheet LLC. Colorado. When pressed further, he conceded that he had not seen any document evidencing such "reincorporation", nor was he aware of any law that permitted such a reincorporation. He made a similar statement before the arbitrator and his cross examination in this behalf makes for a very interesting reading. The relevant excerpts whereof are reproduced hereunder: (**Page no. 548-607 of Exhibit NAB 44**)

"Broadsheet LLC, (Isle of Man) (In Liquidation) v Government of the Islamic Republic of Pakistan/NAB

Cross-examination of Mr. Ahmer Bilal Soofi held on 27th January 2016 by the counsel of Broadsheet LLC, (Isle of Man)/Sir Anthony Evans (Arbitrator)

Mr NEWBERGER: Just picking up on the point made by Sir Anthony, to which Broadsheet were you intending to refer when you drafted this document; Isle of Man, Gibraltar or Colorado? Which one?

A. Colorado was out, there was no such thing as Colorado --

Q. I'm going to have to stop you there, when you say no such thing as Colorado?

A. No, there was no such thing as Gibraltar.

Q. You meant there was no such thing as Gibraltar.

A. Yes.

Q. I wanted to be clear about that because you just said a minute ago that your understanding was this was Broadsheet Colorado, correct?

A. There is some confusion here

Q. Yes, I know. I am trying to clear that up "

There can be no escape from the fact that in the draft Settlement Agreement which was transmitted to the Ministry of Law, Justice and Human Rights with such glaring errors and said omissions (blanks) shockingly was returned back with some grammatical changes to NAB under a covering letter signed purportedly on behalf of Section Officer Law II, Mr. Muhammad Kaleem Khan, (Page no. 246-261 of Exhibit NAB 23) dated 29th April 2008.

Mr. Kaleem Khan is a judicial officer who is currently serving as a Judge of the Anti-Terrorism Court (“ATC”) Sahiwal, and was examined as “AW-9”. He stated that the letter in question had been signed by somebody else for him. At the relevant point in time, on 29th April 2008, he was not the Section Officer Law II, and even otherwise had gone to People’s Republic of China on an official tour and perhaps when he returned back to Pakistan that very same day, an Office order may have been issued. He also confirmed after examining the so-called vetted Settlement Agreement that the grammatical modifications therein were not in his hand. This undue haste was perhaps to avoid any awkward questions from a trained judicial officer.

Mr. Ghulam Rasool, the then Joint Secretary, Ministry of Law & Justice since retired was summoned and appeared as “AW-15” and confirmed the statement of Mr. Kaleem Khan. However, he admitted that the corrections made in the Settlement Agreement were in his hand. He conceded that the Settlement Agreement had blanks and he did not revert back to NAB seeking any clarification as to how such blanks were to be filled. He also conceded that he did not seek any documents from NAB for identifying the authorization of the said Settlement Agreement with Steeplechase and others nor confirmed whether NAB had examined such documents of authorization. He also conceded that he neither reached out to the Ministry of Finance nor sought any confirmation in this regard from NAB. No underlying documents supporting the draft Settlement Agreement were sought, obtained or examined by Mr. Ghulam Rasool. One is left to wonder whether “vetting” of official documents by Ministry of Law, Justice and Human Rights that too with financial implications is limited to corrections of grammatical errors akin to the efforts of a fifth class village schoolmaster.

To add insult to injury, the said so called Settlement Agreement along with its blanks and appendices, were dispatched by Mr. Hassan Saqib Sheikh to Mr. Abdul Basit, the Deputy High Commissioner of Pakistan to London, United

Kingdom vide a covering later dated 14th May 2008 (**Page no. 210-244 of Exhibit NAB 23**). The said letter does not contain any instructions as to how the blanks in the Settlement Agreement were to be filled out

Mr. Abdul Basit, the then Deputy High Commissioner of Pakistan to United Kingdom was summoned and appeared as “AW-13”. He acknowledged the receipt of the letter from Mr. Hassan Saqib and stated that the Settlement Agreement which he received contained blanks and was executed by Mr. Jerry James in his presence at his office in London. He also stated that he read the said agreement and the appendices thereto prior to the execution.

Mr. Basit stated that he did not reach back to Pakistan, neither to NAB nor to the Ministry of Foreign Affairs to seek instructions as to how the blanks in the Settlement Agreement, which went into the heart of the matter, i.e. the identity of the legal entity in whose favour the document was to be executed were to be filled and no explanation, plausible or otherwise, in this behalf was offered. However, he did concede that he has never signed any blank agreements or documents on behalf of the State of Pakistan, other than the Settlement Agreement. Mr. Basit also conceded that he did not seek or sought any legal authority of Mr. Jerry James to execute the Settlement Agreement.

Mr. Basit as required obtained a photocopy of the passport of Mr. Jerry James for the purposes of identification. A copy of the said passport is available on record as (**Page no. 201 of Exhibit NAB 23**) which includes the signature of Mr. Jerry James thereupon. Mr. Basit conceded that the signatures which were purportedly appended by Mr. Jerry James on the Settlement Agreement remotely and some of the other appendices did not match the signatures on his passport.

The payment under the Settlement Agreement dated 20-05-2008 was admittedly required to be made in two tranches to Broadsheet LLC. (Isle of Man). The record reveals that the first tranche of roughly 320,622.55 GBP (equivalent to USD 654,070) was by way of a cheque dated 20-05-2008 drawn on United National

Bank, London, U.K. on account of High Commission of Pakistan in the United Kingdom. The said cheque has been signed by one Mr. Shahid Ali Baig, Director (Audit and Accounts) for the High Commission. The said cheque is at (**Page no. 202 of Exhibit NAB 23**). The second tranche for the balance amount was made through a wire transfer also from the same account at United National Bank, London, U.K. for an amount of USD 845,928.

The record reveals that the preference for the wire transfer was expressed by Mr. Jerry James and communicated by him through Mr. Ahmer Bilal Soofi to NAB as is reflected in the “**AW-8**”. The account, the routing number and the bank in question where the amount was to be sent was communicated to NAB by Mr. Soofi on behalf of Mr. Jerry James as is conceded by him in his statement before the Commission. **The title of the account was conspicuous by its absence.** Thus till such title was supplied, the wire transfer could not be made. The record reveals that the wire transfer in fact was made to the account of Broadsheet LLC, Colorado with the routing number and account of Compass Bank, Northglen, Colorado as is apparent from the document at (**Page no. 58 of Exhibit NAB 17**). Such transfer was effected by Mr. Shahid Ali Baig, the then Director (Audit and Accounts) PHC London, who has since retired and is living in London, U.K. and who was examined via video conference as “**AW-21**”. At the time of his statement, Mr. Hassan Ali Zaigham, the present Head of Chancery proudly proclaimed that the relevant record, i.e. the noting portion regarding the wire transfer and issuance of cheques has been lost. However, some documents consisting of correspondence were available. Mr. Shahid Ali Baig stated that the wire transfer had been made to Broadsheet LLC, Colorado on the instructions in writing of Mr. Jerry James which are available on record as (**Page no. 95 of Exhibit NAB 99**). (The said document along with copies of other documents were transmitted to the Commission at its request during the course of the hearings and prior to the recording of the statement of Mr. Shahid Ali Baig.)

Mr. Shahid Ali Baig conceded that there were no instructions from Government of the Islamic Republic of Pakistan/NAB that the payment should be made to Broadsheet LLC Colorado. No plausible explanation in this behalf was offered. At this juncture, it may be pertinent to re-emphasize that the approval of the Prime Minister as stated above was for payment to Broadsheet LLC. (Isle of Man). Thus the payment to Broadsheet LLC. Colorado as stated above was without the sanction of the Prime Minister and Government of the Islamic Republic of Pakistan.

Incidentally, for the payment of the first tranche as referred to above a cheque had been issued which on examination reveals that the cheque signed by Mr. Shahid Ali Baig is in favour of Broadsheet LLC Gibraltar. Yet, even this payment on the face of it had been made to a legal entity that did not exist and was contrary to the sanction of the Prime Minister and Government of the Islamic Republic of Pakistan. When confronted on this aspect of the matter, Mr. Shahid Ali Baig, struggled to offer any coherent explanation. He attempted to refer to a letter issued by the then Director Finance, NAB Mr. Shehzad Anwar Bhatti, dated 19-05-2008, which seems to be copied to Broadsheet LLC. Gibraltar. The said letter is on record at (**Page no. 205 of Exhibit NAB 23**) which is addressed to the then High Commissioner of Pakistan to the U.K. However, Mr. Shahid Ali Baig conceded that the aforesaid letter did not contain any specific instructions that payment should be made to Broadsheet LLC., Gibraltar. Interestingly, the subsequent letter dated 29-09-2008 also issued by Mr. Shehzad Akbar Bhatti pertaining to the wire transfer which is on record as (**Page no. 156 of Exhibit NAB 23**) also appears to be copied to Broadsheet LLC. Gibraltar but the wire transfer was made in the circumstances referred to above by Mr. Shahid Ali Baig to Broadsheet LLC. Colorado. Thus the excuse offered by Mr. Shahid Ali Baig becomes even more incoherent.

In order to discover why these two letters dated 19-05-2008 and 29-09-2008 were copied to Broadsheet LLC. Colorado by Lt. Col. Shehzad Anwar Bhatti (Retd.)

former Director (Finance), he was summoned by the Commission and appeared as "AW-19". Lt. Col. Shehzad Anwar Bhatti (Retd.) categorically stated that no instructions in writing had been issued to the High Commission in the U.K. that any payment should be made to Broadsheet LLC. Gibraltar or Broadsheet LLC. Colorado. Shehzad Anwar Bhatti had also indicated that perhaps the copies of the two letters dated 19-05-2008 and 29-09-2008 referred to above had in fact been dispatched to Broadsheet LLC., Gibraltar. The Diary Register of the Overseas Wing now referred to as International Cooperation Wing (ICW) of NAB of the relevant period was taken on record as (**Exhibit AW 24-1**) examination whereof reveals that there is no mention of Broadsheet LLC., Gibraltar. He suggested that perhaps the letter was purportedly copied to Broadsheet LLC., Gibraltar by his juniors who had drafted the letter, perhaps on information supplied by the PGA wing. Incidentally at that point of time, there was no PGA, but the matter was being handled by Mr. Ahmer Bilal Soofi, and there can be no escape from the fact that there is a reference to Broadsheet LLC. Gibraltar, not once, but thrice in the Settlement Agreement drafted by him. It appears from the record that there may have been a realization that payment had not been made in accordance with law to a person or entities that were not authorized to receive such payments under the Settlement Agreement. Apparently in the above context through some communication in 2009 the Pakistan High Commission in London sought explanation from NAB and Lt. Col Shehzad Anwar Bhatti (Retd.), responded vide letter dated 25th November 2009 (**Page no. 114 of Exhibit NAB 23**) implying that the Government of the Islamic Republic of Pakistan had given instructions to make payments to Broadsheet LLC., Gibraltar. When confronted the said gentleman could not offer any explanation whatsoever. Admittedly, no such instructions were ever issued or given, perhaps his sense of self preservation came into play in view of the errors made by him.

This entire saga has an interesting twist which needs to be highlighted at this stage. As already stated above, the record of this transaction and the payment is

missing from the Pakistan's High Commission in London, U.K. as stated by the present Head of Chancery.

The current Secretary, Ministry of Law, and Justice, Mr. Raja Naeem Akbar was summoned and appeared as "AW 5" and frankly conceded that the entire record pertaining to Broadsheet LLC. (Isle of Man) was missing. He specifically stated that the file pertaining to the vetting of the Settlement Agreement had probably been stolen. Similarly, the Secretary, Ministry of Finance appeared as "AW 6" and had been asked to produce the record including the documents and noting portion pertaining to the transaction in question. Yet again, the record was found missing.

The Ministry of Foreign Affairs was also reached out to, but the Head of Chancery in the video conference stated that the noting portion regarding the Settlement Agreement was not available. Furthermore, the Secretary from the Office of the Attorney General for Pakistan, along-with the custodian of the record appeared as "AW-4", "AW-16" respectively, but no record pertaining to the Settlement Agreement was neither found nor made available to the commission.

The only office where some of the record was discovered and examined and formed the basis of the findings of this Commission is the NAB, reference to such documents as made above.

The above events, which are both tragic and farcical had far reaching consequences; to say that as a consequence of absence of due diligence, a sum of USD 1.5 million had been paid to a wrong person or entity would be a misstatement. In fact the State of Pakistan has been swindled out of USD 1.5 million. I wish the damage to the State of Pakistan had been limited only to USD 1.5 million. The Settlement Agreement formed the basis of the resurrection of the dissolved company, Broadsheet LLC (Isle of Man). In the ensuing arbitration, the Settlement Agreement was held to be an acknowledgment of liability by the

Government of the Islamic Republic of Pakistan/NAB in favour of Broadsheet I.I.C. (Isle of Man) as was held by the Arbitrator who also considered it to be an acknowledgment for extension of period of limitation for a claim which had become time barred. Furthermore, the said Settlement Agreement and the legally infirm premises thereof blighted the defence to be taken by the Government of the Islamic Republic of Pakistan/NAB in the Arbitration proceedings. In fact the dice had been cast and the disaster that followed was inevitable.

Terms of Reference 5(d)

To identify the persons or officials responsible for making wrong payment of USD 1.5 million to the wrong person in the year 2008 which was not entitled to receive such payment.

Mr. Ahmer Bilal Soofi

We have now reached the stage of our journey when in order to fulfill the mandate, the Commission must highlight the names of those who carry the burden, and the blame for the debacle. As detailed above, being without the benefit of a Prosecutor General Accountability or fully functional Prosecution Wing, NAB was perforced to depend upon one Legal Consultant, Mr. Ahmer Bilal Soofi who had an on and off relationship stretching over years with NAB. The Settlement Agreement admittedly was drafted by Mr. Ahmer Bilal Soofi. The said agreement was *ex facie* based on certain legal premises which were rather strange and Mr. Soofi upon being questioned, wilted. The lynchpin of the Settlement Agreement both in its genesis as well as in its form was the alleged Assignment in favour of Steeplechase. Mr. Soofi conceded in his statement that for obvious reasons mentioned in the preceding paragraphs, it was not safe to rely on the said Assignment. The second basis for the Agreement as is apparent therefrom was the alleged “reincorporation” of Broadsheet LLC. (Isle of Man) in Denver as “Broadsheet LLC., Colorado”, yet again when specifically queried he immediately accepted that he had seen no document to justify such “reincorporation”, nor was aware of any Law which permitted such “reincorporation”. Thus, the Settlement Agreement even on a stand-alone basis, could not withstand the scrutiny, elemental, obvious and rudimentary principles of applicable law, leaving any reader of the said Agreement at a loss for words. The Commission is no exception. We can also not lose sight of the fact that the said Settlement Agreement contained blanks and dispatched on its journey by Mr. Soofi without any instructions as to how such document was to be completed. It was also noticed that Broadsheet LLC. (Isle of Man) admittedly was in winding up, but Mr. Soofi did not raise any alarm in this behalf but deliberately

underplayed this fact. Broadsheet LLC. (Isle of Man) was dormant and it was Mr. Soofi who suggested during the course of the settlement with IAR that the matter with Broadsheet LLC. (Isle of Man) be also settled. The record also reveals that a new so-called legal entity as stated above "Broadsheet LLC. Gibraltar", was introduced into the Settlement Agreement. Mr. Soofi claimed that this was a result of a typographical error but the said purported legal entity is mentioned not once but thrice in the Settlement Agreement. How can we forget that it was Mr. Soofi who communicated to NAB the routing number and the bank details for the wire transfer, without the title of the account, which was later on supplied by Mr. Jerry James to the Pakistan's High Commission in London, U.K. Had the title of the account been disclosed, it would have been too obvious to ignore that the payment was being made in violation of the sanction and approval of the Prime Minister of Pakistan. To characterize the conduct of Mr. Soofi as merely, callous, improper, grossly negligent, devoid of legal acumen and lacking drafting skills and probity would perhaps be an understatement.

Mr. Hassan Saqib Sheikh

A civil servant by profession, Mr. Sheikh was the Deputy Director and Desk Officer of Broadsheet LLC. (Isle of Man) for NAB at the relevant point of time. He appears to have allowed, permitted and connived with Mr. Soofi. He was the first official in NAB to be informed of the winding up of Broadsheet LLC. (Isle of Man), but hid this information in plain sight from NAB and its Chairman as is obvious from the record referred to above. Any person with an iota of common sense would have raised the alarm bells so as to preempt the execution of an agreement in respect of a company which is under winding up without involving the liquidator. He received the Settlement Agreement with blanks, sought no explanation in this behalf, sent it for "vetting" through a communication addressed to a particular officer of the Ministry of Law, Justice and Human Rights (Mr. Ghulam Rasool) rather than to the Secretary Law, Justice and Human Rights and later dispatched the Settlement Agreement to the Deputy High

Commissioner, London, U.K. again with the blanks without any instructions as to how the document was to be completed prior to its execution. The conduct of this officer does not appear to be above board.

Mr. Ghulam Rasool

Mr. Ghulam Rasool the then Joint Secretary, Ministry of Law, Justice and Human Rights admitted to have received and vetted the Settlement Agreement. His endeavours were limited to effecting grammatical changes of the most pedestrian nature, without addressing any of the host of obvious legal infirmities floating on the surface including the blanks with regards to the legal entity in whose favour the Agreement was to be executed. The absence of consent of the Ministry of Finance and Ministry of Foreign Affairs are all adverting to the self-evident legal questions which have been referred to above while dealing with the conduct of Mr. Ahmer Bilal Soofi. If this is the quality of vetting by the Ministry of Law and Justice of the Islamic Republic of Pakistan, then may God help us. Furthermore, the conduct of Mr. Ghulam Rasool leaves much to be desired.

Mr. Abdul Basit

The conduct of Mr. Basit, a seasoned diplomat who had the privilege of serving as a High Commissioner to various countries including India, and almost became the Foreign Secretary, was very disappointing. He made diplomatic history by signing and executing a document with obvious financial implications in blank. He did not even bother to check the signatures of Mr. Jerry James so as to ascertain whether the same matched with his passport. The Commission is at a loss for words to comprehend the magnitude of such behaviour. One is left to wonder that if a white man that too with an American accent walks into the room, the capacity to reason and analyse is paralyzed. After more than seventy years of freeing ourselves from Colonial rule, our bureaucrats are yet to rid themselves of a Colonial hangover and continue regarding the words of a white man as the gospel truth.

Mr. Shahid Ali Baig

Mr. Shahid Ali Baig, Director (Audit and Accounts) Pakistan's High Commission, London, U.K. at the relevant point in time, appears to have had the singular privilege of holding such foreign posting for almost eight years. The elemental processes for safeguarding expenditure of which Mr. Shahid Ali Baig was entrusted with suddenly evaporated, he admitted that he had no instructions from back home to issue a cheque either in favour of "Broadsheet LLC. Gibraltar", or make a wire transfer in favour of "Broadsheet LLC. Colorado". Further, later he appears to have taken instructions from Mr. Jerry James and not his employer, the Ministry of Foreign Affairs of Pakistan. The said transfer of funds was in direct conflict with the instructions and not in conformity with the decision of the Prime Minister of Pakistan whereunder the payments were being made. His conduct also defies description, but was certainly not above board. The fact that the record, i.e. the noting portion had disappeared, also does not help matters.

At this juncture it may be appropriate to mention that the record for all the Ministries concerned regarding the aforesaid transaction has either been lost, misplaced or stolen; certainly not made available to the Commission. As stated in the preceding paragraphs, Mr. Hassan Ali Zaigham, the present Head of Chancery of the Pakistan's High Commission, London, U.K. happily informed the Commission that the noting portion of the record was missing. The Secretary, Ministry of Law and Justice frankly conceded that the relevant file, pertaining to the Settlement Agreement had been stolen from his record. The Secretary, Ministry of Finance also did not furnish any such record in this behalf. The Secretary from the Office of the Attorney General for Pakistan also could not make available the relevant record regarding the Settlement Agreement, which should have been in his office. The response from the Ministry of Foreign Affairs was no different. Fortunately, the National Accountability Bureau had some of

the corresponding record which has been referred to in great detail and forms the basis of the findings.

The loss of a record in one department can be an accident, two departments a coincidence, but five departments, is perhaps a conspiracy. Had such record been made available, the roles of the protagonists of this debacle would have come into sharper focus and more names would have surfaced. Perhaps the greatest mystery of all is as to how an insolvent and dissolved company Broadsheet LLC. (Isle of Man), suddenly finds the funds for its revival, payment to the Arbitrator and its lawyers. Off the record and in hushed tones, some gossip in this behalf came to the attention of the Commission, but the mandate is to find the facts and not base its findings on rumours.

The documents of indemnity have been obtained in favour of the Government of the Islamic Republic of Pakistan/NAB regarding payments under the settlement agreement from Mr. Jerry James and Mr. Tariq Fawad Malik. We believe that such indemnity with regards to Mr. Jerry James has been invoked and legal proceedings have been initiated against his estate. We see no reasons why proceedings in this behalf can also not be commenced against the properties of Tariq Fawad Malik in Pakistan.

Mr. Malik is an absconder. We believe that his property has been attached under Section 87 of Code of Criminal Procedure, 1898. The matter can always be pursued further, with the properties being auctioned, and the proceeds going to the Government of the Islamic Republic of Pakistan through NAB on the basis of the indemnity. This aspect of the matter needs to be seriously explored.

The matter at hand pertaining to the missing record and the unbecoming conduct of the aforementioned persons cannot be made subject of internal inquiries only, this would amount to brushing the misdemeanors under the carpet. The obvious needs to be done for this Government to show its seriousness, perhaps a Criminal Investigation may be initiated. a

Terms of Reference No. 5 (e)

To identify as to whether the Arbitration proceedings before the London Court of International Arbitration (LCIA) and subsequent appeal before the High Court of Justice in London regarding Broadsheet LLC were conducted diligently and efficiently.

In order to explore as to whether the arbitral proceedings before the Chartered Institute of Arbitrators, London, United Kingdom and the appeal that followed regarding Broadsheet LLC. (Isle of Man) vs. Islamic Republic of Pakistan/National Accountability Bureau (CIArb case No. 12912001) were conducted in the best possible manner; it was considered appropriate to first seek a response from International Disputes Unit at the Office of the Attorney General for Pakistan, so as to take advantage of their expertise, knowledge and information, as they were at the vanguard of the Liability and Quantum stage of the Arbitral Proceedings. In the above perspective, a set of obvious questions that had floated to the surface from the examination of the record were communicated on 24th February 2021 by the Commission to Mr. Ahmad Irfan Aslam (Head of International Disputes Unit). These were responded to by International Disputes Unit vide their communication dated 3rd March 2021.

In order to further clarify the situation and bring the matters into sharper focus, it was considered expedient to summon and examine Mr. Ahmad Irfan Aslam, Head International Disputes Unit, under Oath. Consequently, he was summoned by the Commission and his statement was recorded on 10th March 2021 as “AW 25”. After stating his educational qualifications and experience, he stated that he has been occupying his present post since 1st February 2018 and was associated with the Broadsheet LLC. (Isle of Man) (in liquidation) Arbitration at the stage of Quantum hearing. He categorically stated that he was aware that the original venue and seat of Arbitration was Dublin, Ireland and had been shifted with the consent of National Accountability Bureau (“NAB”)/Government of Islamic Republic of Pakistan to London, United Kingdom. As per the record which was

available with his office, no basis or reason regarding consent for the shifting the venue of Arbitration from Dublin to London could be ascertained. He further confirmed that had such change of venue not been effected, the challenge to the award would have been made before the Irish Courts. It was his understanding that the Irish Courts are perhaps a little more liberal in entertaining and adjudicating upon challenges to awards. In his opinion, the decision to agree to a change of venue from Dublin to London had not been properly thought through.

The witness further stated that no doubt the Liability Award could have been challenged but Government of Islamic Republic of Pakistan/NAB were advised by their lawyers Allen & Overy, not to do so as it would be counter-productive and adversely affect the Quantum award to the detriment of the financial interests of Government of Islamic Republic of Pakistan/NAB. Such legal advice given in writing though not available in his office should be available with NAB (**Page no. 268 of Exhibit NAB 87**).

The witness also confirmed that Government of Islamic Republic of Pakistan /NAB had not reacted to the notice of Arbitration especially with respect to appointment of the Arbitrator with promptitude and Sir Anthony Evans was appointed as Arbitrator in default.

The witness stated that the fact that Ms. Judith Gill of Allen & Overy who had been conducting the case on behalf of Government of Islamic Republic of Pakistan /NAB left Allen & Overy and the matter was inherited by a less experienced lawyer not acquainted with the case, which did not help matters. Mr. Ahmad Irfan Aslam further clarified that as the bulk of properties as mentioned in the award were located in U.A.E. and Saudi Arabia, an expert on Saudi and U.A.E. law was produced before the Arbitrator by the Government of Pakistan/NAB. However, no such expert was produced by the opposite side.

With regards to the enforceability of the decision of the Accountability Court and Joint Investigating Team (“JIT”) Report in England, Mr. Ahmad Irfan Aslam

stated that a specific issue was raised before the Arbitrator who side-stepped the same. Such ground was not taken before the court in the appeal as the lawyers of Government of Islamic Republic Pakistan/NAB, Allen & Overy, advised to the contrary.

Mr. Ahmad Irfan Aslam also clarified that his department was chronically under-manned and inspite of a specific decision to raise the strength of the office to ten Consultants, the matter remains in the doldrums in view of "*procedural delays*" by the concerned Ministries/Divisions.

It is not too difficult to perform a post mortem on a cadaver so as to ascertain the cause of death and lay the blame at the feet of the doctors. Such a course of action, in the present circumstances, though tempting must be avoided in order to ensure fairness.

There can be no escape from the fact that prior to the commencement of the Arbitration, the reaction to the Arbitration Notices and for the appointment of the Arbitrator was quite lethargic resulting in an appointment of an Arbitrator by default without concurrence or consent by Government of Islamic Republic of Pakistan/NAB. Such inaction is beyond comprehension.

There is also no explanation for the consent for the change of venue and seat of Arbitration from Dublin to London. No decision making process or application of mind appears to be discernable from the record. Had such change of venue not been consented to, the challenge to the award would have been made before the Irish courts, which in the opinion of Mr. Ahmad Irfan Aslam may have been more receptive.

Certain grounds which may have been available more particularly with reference to recoveries from U.A.E. and Saudi Arabia and "*enforcement*" of the order of the Accountability court and JIT Report in England perhaps could have been agitated more emphatically before the High Court of Justice (Commercial Court) London, England and Wales in appeal.

Perhaps again with the benefit of hind-sight, the aforesaid comments have been offered but what cannot be said with certainty that if a different course of action as suggested above had been adopted, the result would have been different. Be that it may, we did not put our best foot forward.

However, what can be said without any fear of contradiction that the capacity and expertise to deal with International Arbitrations desperately requires to be enhanced especially as a series of disputes are already pending and many more are in the pipe-line. It appears that the Government of Islamic Republic of Pakistan has in fact sanctioned the increase in number of personnel for International Disputes Unit, Office of the Attorney General for Pakistan but such appointments have not been made because the Secretaries of various Ministries/Divisions involved are deliberately delaying matters by indulging in farcical bureaucratic games reminiscent of the erstwhile British Comedy called "*Yes Minister*". The Secretaries who strut about like inflatable "*Prima Donnas*" with the sole purpose of finding ways to ensure that no worthwhile work gets done for the benefit of the State and its people except to provide comic relief. This quotation from "*Yes Minister*" appears to be very apt to the case at hand: "*We don't measure our success by results but by activity and the activity is considerable and productive.*" It is for the Government of Islamic Republic of Pakistan to decide whether such state of affairs can be allowed to continue. Any further financial liabilities through International Arbitration will be the responsibility of such Secretaries.

Terms of Reference No. 5 (f)

To determine as to whether after finalization of the Award and appellate proceedings before the High Court at London regarding Broadsheet LLC, the process of making payments to the Claimant was legal and in accordance with the prescribed rules and procedure.

As stated above, the Arbitral proceedings launched by Broadsheet LLC. (Isle of Man) against Government of Islamic Republic of Pakistan/National Accountability Bureau (“NAB”) unfortunately resulted in a Part Final Award (Liability Issues) dated 1st August 2016 followed by a Part Final Award (Quantum) dated 17th December 2018, both against the Government of Islamic Republic of Pakistan . The Quantum Award was challenged before the High Court of Justice (Commercial Court) England and Wales, which too failed and the judgment was released on 12th July 2019. It is the understanding of the Commission that the adjudicatory process has been finalized and no further challenge is available to the Government of Islamic Republic of Pakistan and NAB.

The only issue that was left was the satisfaction of the Award, the interest accrued thereupon and obviously the cost thereof. The further Part Final Award (Costs) in respect of such was handed down on 10th October 2019. The Ministry of Foreign Affairs on 3rd April 2020 confirmed service of both the Judgment and Awards on 10th March 2020. The Prime Minister was apprised of the matter and he formed a Committee headed by the Minister for Law and Justice to deal with the issue of Broadsheet LLC. (Isle of Man) Award.

It also appears from the record that for purposes for the satisfaction of the Award(s) a “*Third Party Debt Order*” was passed on 23rd June 2020 against the account of the High Commission for Pakistan in London, United Kingdom; such account apparently did not have Sovereign Immunity.

Mr. Kamran Ali Afzal, Secretary, Ministry of Finance, appeared before the Commission on 18th February 2021 as “AW 6”. He stated that as a standard procedure, funds including Foreign Exchange are released by the Ministry of Finance. Such release is made to the concerned recipient Department or Institution. It is the responsibility of such recipient department or institution to transmit the funds. The record reveals that such procedure was followed for the payment for the satisfaction of the Award in the Broadsheet LLC. (Isle of Man).

Mr. Khadim Hussain, Deputy Director (Finance) NAB, appeared before the Commission on 9th March 2021 as “AW 23”. He stated that there were several accounts that are maintained and operated by the High Commission of Pakistan in London, United Kingdom. He further stated that out of those accounts, two accounts are for the exclusive use of the NAB but are operated by the High Commission of Pakistan in London, United Kingdom on their behalf. It was suggested that said accounts had been in operation for decades, perhaps since the days of the Ehtesab Bureau. He further stated that before funds were released, the amount was allocated by the Economic Coordination Committee (“ECC”) duly ratified by the Federal Cabinet. Before submission of the Summary to the ECC, Finance Division’s concurrence to release of funds was also received. Finance Division also authorized foreign exchange before the release of amount through the State Bank of Pakistan. NAB in the normal course of events transmitted the money a sum of USD 26,153,411.21 million towards the satisfaction of the award(s). Since the said account was used for commercial purposes in the past, including for payment of the Settlement Award and the Legal Fees, we were informed that it did not enjoy Sovereign Immunity and hence, was exposed to a Third Party Debt Order. It also appears that a Third Party Debt Order was enforced against another account operated by the High Commission for Pakistan in London, United Kingdom in respect of the balance liability. It is the case of the High Commission of Pakistan in London, United Kingdom, however, that this account enjoyed Sovereign Immunity and there was a dereliction of duty on

behalf of United National Bank, U.K. by not resisting the third party debt order. Apparently, proceedings against the bank are under contemplation by the High Commission for Pakistan in London, United Kingdom. This Commission is confident that the High Commission for Pakistan in London, United Kingdom shall obtain sound and proper advice with regards to proceeding further in the matter, after taking appropriate instructions from the Ministry of Foreign Affairs, Office of the Attorney General for Pakistan and NAB.

The award carried interest. There was a grace period given to the Government of the Islamic Republic of Pakistan/NAB to satisfy the liability under the award. The filing of the appeal did not stop the clock ticking for the interest accruing. As usual the bureaucratic lethargy came into play and the sanction of the release of funds for the satisfaction of the award was delayed resulting in the accrual of interest and further loss to the exchequer was due to depreciation in Pakistan's currency. One cannot help but notice the lack of promptitude for payment of the award. The Ministry of Finance that controls the purse strings of the national exchequer needs to explain the aforementioned delays that caused further loss to the exchequer.

Terms of Reference 5(g)

To identify the incidents and cases relating to recovery efforts and legal proceedings pursued by the Government of Pakistan since the year 1990 in foreign jurisdictions for recovery of unlawfully removed money or illegally acquired assets, but were closed, abandoned and/or withdrawn without any valid reason or justification resulting in colossal losses to the country.

Terms of Reference 5(h)

To identify and fix responsibility of any person, body or authority etc. which was guilty of gross negligence or misconduct or acted with *mala fide* motive or objective in respect of the above matters.

Over the years and certainly since 1990s, the State of Islamic Republic of Pakistan and its institutions have made efforts to identify, recover and repatriate funds and properties stashed abroad which were purportedly proceeds of corruption and corrupt practices committed in Pakistan. Some of such efforts are in the public domain and in the public knowledge. One of the most high profile endeavours were proceedings in Switzerland in respect whereof, the Government of the Islamic Republic of Pakistan had successfully applied and got impleaded as an interested third party. Subsequently, an application was filed by the then Attorney General for Pakistan, Mr. Malik Muhammad Qayyum on the instructions of the then Prime Minister of the Islamic Republic of Pakistan, Mr. Yousaf Raza Gillani to withdraw this Application. The Supreme Court took notice and directions were issued to take back the letter of withdrawal. The Government knowingly delayed matters on one pretext or the other, resulting in initiation of proceedings for contempt of court against the then Prime Minister who was eventually convicted and was deprived of his seat in Parliament and of the Office of Prime Minister. It appears that his successor, Mr. Raja Pervaiz Ashraf, then complied with the directions of the Supreme Court of Pakistan and a letter was subsequently issued,

adhering to the directions of the Supreme Court. However, by the time the letter was sent, it was too late as the period provided by the Swiss Authorities to Pakistan to change its mind had lapsed, and the request for withdrawal of the earlier letter proved to be an exercise in futility. During the course of the above proceedings, a report was submitted before the Supreme Court of Pakistan in which vociferous exception was taken that all efforts for reaching out to foreign governments and Authorities for recovery of proceeds of corruption can only be undertaken by the Office of the Attorney General for Pakistan (and not by the Ehtesab Commission/Bureau as had happened in the said case).

Therefore, our first port of call to obtain the relevant record of all proceedings initiated by the State of Pakistan for recovery of the proceeds of corruption stashed abroad was the Office of the Attorney General for Pakistan. The incumbent Secretary to the Attorney General for Pakistan, Mr. Khalid Khan Niazi, appeared as "AW-4", and to the horror of the Commission, expressed his inability to produce any record worth mentioning. A jumbled up sheaf of papers pertaining to a jewelry case of late Mohtarma Benazir Bhutto was all that was available. The final order in such proceedings taken in Switzerland was conspicuous by its absence, rendering the documents totally worthless and irrelevant in responding to the Terms of Reference (TORs). Various queries pertaining to the whereabouts of the other record of the period were responded to with a helpless and sardonic smile. Obviously the record of the 1990s in this behalf is missing or has been deliberately concealed from this Commission. So much so even the record of the aforesaid letter by Mr. Malik Muhammad Qayyum (a copy of the letter was subsequently discovered from the record provided by the Ministry of Law and Justice) and orders of the Swiss Authorities was not available. This Commission is, however, unable to say whether this is a deliberate concealment of record or an act of callous negligence or corruption. Whatever may be the case, this aspect of the matter cannot be ignored and appropriate action needs to be taken by the Government of the Islamic Republic of Pakistan.

In the aforementioned circumstances, the Commission sought and successfully obtained, some information from the National Accountability Bureau (“NAB”). However, before proceeding further, two aspects of the matter must be adverted to; firstly that the proceedings initiated by NAB were by and large under United Nations Convention Against Corruption (“UNCAC”) 2004, ratified by Pakistan in 2007. The Mutual Legal Assistance (“MLAs”) sought under the convention inhibits the undue disclosure of details of the proceedings referred to above that may have been initiated at the behest of the NAB/Government of Islamic Republic of Pakistan to any third party due to the element of confidentiality. Similarly, prior thereto and thereafter independent of the multilateral convention of 2007, further requests for initiation of proceedings for recovery and MLAs have been made by NAB, but such requests are also circumscribed by the need for confidentiality, even otherwise by and large both sets of such requests are still pending and it would be premature to state that they have not borne fruit.

Many of such requests for initiation of proceedings and MLAs were with respect to Targets which had been registered with Broadsheet LLC. (Isle of Man) and /International Asset Recovery LLC. (“IAR”). The list of such targets comprised of persons against whom there was and still is the common perception of having committed acts of corruption. This perception is widespread among the people of Pakistan. A List of persons in respect of MLAs have been filed is appended in response to this TOR under a sealed cover (**Annex-A**). It is for the Government of the Islamic Republic of Pakistan to decide whether to release these names or not, hopefully after taking proper legal advice from the Office of the Attorney General for Pakistan the Minister for Law and Justice and the Prosecutor General Accountability.

Nevertheless the list makes for very interesting reading: Regardless of who is in power, political or otherwise, it is the members of the same Target list or some of them, who are either in power or can be seen wandering in the corridors of power.

Their first names may change but the surname always remains the same. The process is akin to reshuffling a torn deck of cards.

Several of the MLAs and other procedures outside Pakistan did bare fruit, and documents of presumptive evidence were transmitted to Pakistan which were produced before various Accountability Courts. The origin of such documents included inter alia Switzerland, United Kingdom (U.K.), Poland and some other countries. Many of the cases failed in the Trial Court and appeals are pending in the Appellate forums, therefore they may not qualify as failures and closures, taking them outside the ambit of the TOR being responded to. Even otherwise, it is not appropriate to comment on matters that are *sub judice* before the Courts.

It has also been noticed that especially in high profile cases, a pattern is very obvious; when the accused in a particular reference comes to power through the revolving door policy, the References tend to evaporate, the witnesses disappear or resile from their earlier statements and more interestingly, the record received from abroad through the MLAs disappears. How the latter can result in an acquittal needs further legal scrutiny, as loss of record of a court case opens the door for attempts at reconstruction thereof, not necessarily termination of proceedings.

A glaring example which substantiates the foregoing contention is the curious instances of two voluminous sets of documents which went missing, which traced their origins in the U.K. and Switzerland. With regards to the U.K. documents, the same were obtained through the assistance of Solicitors engaged in this behalf who may very well have copies thereof. The possibility of contacting such Solicitors to obtain the documents can be explored. Insofar as the Swiss documents are concerned, they were apparently retrieved from the Swiss lawyers and transmitted to the High Commission of Pakistan in the UK. All this was done under the glaring eyes of media. We all remember the box loads of documents being rolled in a trolley to be shoved into a conspicuous white van. A great hue

and cry followed. Pursuant to an order of the Supreme Court, a NAB team was dispatched to London to retrieve such documents.

This Commission guided by Mr. Zahir Shah (the incumbent Director General Operations) examined the strong room of NAB and discovered twelve sealed diplomatic canvas bags with diplomatic identification; the Commission was told that they contained the infamous twelve boxes of documents. The photographs were taken which are appended herewith as **Annex-B**.

The Commission was informed by Mr. Zahir Shah that an inventory signed by the then Prosecutor General Accountability (PGA), NAB and some Pakistani diplomats was also available and which has since been translated by NAB through Alliance Francaise. The certified copies of the inventory in French and its translation in English is attached herewith as **Annex-C1** and **Annex-C2** respectively. It is for NAB to determine whether the contents of these boxes are of any use for initiation of fresh proceedings or are relevant in any pending appeal. However, we believe that even otherwise the common citizens of Pakistan have a right to know the contents of the documents as they it encompass the magnitude of the corruption committed.

The NAB officials produced a list (incomplete) in respect of cases of matters that were closed and terminated, the list is attached herewith as **Annex-D1** and **Annex-D2** respectively. In the absence of the complete relevant record, this Commission was unable to enumerate each and every proceeding that failed or identify the specific causes thereof. With the little scraps of evidence that were available, a pattern can be deciphered that the States capacity, legal expertise and commitment for recovery and repatriation of proceeds of corruption from outside Pakistan is very limited and desperately needs to be strengthened.

The few successes in this behalf have resulted primarily through plea bargains when the corrupt persons were arrested or detained inside or outside Pakistan.

The key to such repatriation and recovery lies within Pakistan, dependent upon its investigation and judicial system, which also leaves much to be desired. There is an obvious pattern that by and large such proceedings are undertaken against the party in Opposition. Such proceedings are not necessarily fictitious, but with the change of Government, they tend to evaporate as the party in power can successfully manipulate the system to its advantage.

There are a host of other reasons why MLA requests are not responded to or refused by foreign countries. These are as follows:

- a) The requirement of the principle of dual criminality;
- b) The lack of evidence or the absence of money trail, as white collar crime are extremely complex in nature and the funds of proceeds of crime are usually routed from Islamic Republic of Pakistan through Middle Eastern countries or a country not recognized by the Islamic Republic of Pakistan;
- c) The lack of political will and economic interests of the foreign countries; and
- d) The issue of so called human rights since it is claimed that most of the people against whom the requests are sent are politically exposed persons and the foreign countries employ the excuse that even those criminals accused of white collar crimes of other countries (India) are also not taken to task with regards to proceeds of crime especially in United Kingdom. However, it would be expedient to point out that certain powers have been conferred upon the Crown Prosecution Service to inquire as to the source of *prima facie* illicit funds in the United Kingdom. Perhaps this new power can be explored.

Having said all this, one is still optimistic that one day there will be a realization that corruption cannot and should not be tolerated regardless of the fact as to who is the beneficiary of such nefarious activity. a

After all is said and done, it is clear and obvious that at a certain period of time in NAB's history when in all high profile cases especially involving illicit foreign assets, prosecutions were conducted halfheartedly but more importantly appeals against acquittals were either not filed or deliberately allowed to become time barred. NAB's a darkest hour in this regard was from mid-2011 to the end of 2017. A **pliant, passive and subservient Chairman NAB, beholden to the political parties in power is a guarantee for failure of Accountability.** +

Terms of Reference 5(i)

Any Other matter related or ancillary to the matters enumerated above

The Commission observed during its proceedings that the circumvention of the Government's systems and procedures was common, which led to serious lapses and caused financial loss and damage to the reputation of the country. If the Government's rules and procedures had not been circumvented, these lapses could have been avoided. This would have saved Government of Pakistan from damages in terms of loss to the exchequer and the country's reputation. The glaring omissions that led to the fiasco and the remedial measures that could have been taken at that time, have been identified hereunder:

1. Ensuring adherence to the instructions contained in the Rules of Business, 1973

- a) Political expediency and undue pressure for execution of Orders usually leads to wrong decisions by the officials thus damaging the country's interests at the national and international forums. The procedures described in the Rules of Business, 1973 are well established and should therefore be taken as sacrosanct by any political government and/ or any Ministry/ Division/Department/ Autonomous body in order to safeguard the interests of the Islamic Republic of Pakistan.
- b) A Federal Ministry/Division must undertake consultative process as per Rules (12) and (13) of the Rules of Business, 1973 with the Ministry of Finance (if there are matters affecting directly or indirectly the finances of the Federation) and Ministry of Foreign Affairs, before sending an International or Commercial Agreement / Contract to Ministry of Law and Justice for legal opinion and vetting. Matters relating to International Arbitration (Clauses) will invariably be referred to the Office of the Attorney General for Pakistan by Ministry of Law and Justice.

- c) No Attached department or autonomous body should be allowed to get the International Agreement/Contract vetted on its own through its legal team or Legal Advisor. They must undertake a consultative process as per Rules (12) and (13) the Rules of Business, 1973 i.e. consultations with Ministry of Finance (if there are matters affecting directly or indirectly the finances of the Federation) and Ministry of Foreign Affairs, through their relevant administrative Ministry, before finalizing the Agreement/contract and its subsequent vetting by its legal team/counsel.
- d) The above principle of consultations must be applicable in case of agreements with International or local NGOs, whereby, Economic Affairs Division and Ministry of Interior must also be consulted by the Concerned Ministries/Divisions. In the case of Attached department or autonomous body, such consultations will be through their concerned administrative Ministry/Division.
- e) The role of Ministry of Law and Justice with regard to vetting of International Agreements/ Contracts, Investment treaties etc. and those of Legal Counsels/Advisors in the Attached departments/ autonomous bodies and the consultations required with the relevant Ministries need to be further elaborated in the Rules of Business, 1973 for which an amendment in the Rules of Business, 1973 must be made by the Cabinet Division, keeping in view appropriate timelines for completing the vetting exercise without compromising on the quality of legal drafting/vetting.
- f) The desk officers while putting up cases on office files should follow instructions contained in the Secretariat Instructions, 2004 in true letter and spirit. The noting portion of the office file should contain description of the “Receipt”/Paper Under Consideration (“PUC”), highlighting the critical aspects mentioned in the Receipt/PUC, any precedents and rule position on the subject, and

clear proposal for informed decision making by the competent authority.

- g) It has to be ensured that all verbal instructions given by an Ministry/ authority/ Public Office Holder/Government functionary are reduced in writing on the note portion as per Rule 5, Sub Rule 11 A of the Rules of Business, 1973, so that such verbal instructions remain on file record, for future reference.

2. Ensuring Safe Custody of Important Government Record

It has shockingly transpired that the Ministries / Divisions / Attached departments / Autonomous bodies do not maintain and protect record of crucial matters particularly pertaining to the International Agreements/Contracts/Arbitrations. The Commission experienced extreme difficulties in getting access to record during its proceedings.

- a) The Cabinet Division through Establishment Division needs to issue Instructions to all Ministries/ Divisions/Departments/Autonomous bodies' for proper maintenance of the office record as per the Secretariat Instructions. The International and commercial contracts / agreements / arbitrations etc. have to be marked as a permanent record by each Ministry / Division / autonomous body and should be kept in a safe vault and archived properly.
- b) Ministry of Law and Justice and Office of the Attorney General for Pakistan have to ensure proper handing over and taking over of records by each officer who takes over charge or relinquishes the charge of an office. The same should also be ensured for each legal consultant posted in the Ministry of Law and Justice/ Office of the Attorney General for Pakistan and for safe keeping a backup of the record should also be kept.

- c) Ministry of Foreign Affairs and Pakistan's Foreign Missions must be directed to keep the complete record of International Agreements/Contracts in safe custody and properly archived.

3. Capacity Building

The manner in which the vetting of the Asset Recovery Agreements ("ARAs") was carried out and the way it was executed speaks volumes about the lack of capacity within the government organizations relating to International Law. The recommendation are as follows:

- a) There is a lack of capacity and understanding of International and Commercial law matters both at Ministry of Law and Justice and the Office of Attorney General for Pakistan. We understand that an **International Disputes Unit** has already been established by the Office of the Attorney General for Pakistan but the same is chronically short of manpower. The hiring of Human Resource for this unit should be done on war footing basis.
- b) Similarly, capacity building of Ministry of Law and Justice is required by hiring of competent lawyers having International Law and commercial law experience of at-least 5-10 years. The Federal Government has already facilitated the Ministries/Divisions/government organizations to hire skilled manpower on market based salary (0.5 million-2.0 million per month) through introduction of Special Professional Pay Scale (SPPS) Policy 2019. The Cabinet Division must instruct Ministry of Law and Justice to hire competent International and Commercial Law experts for the Federal Government.
- c) International Law and Commercial Law must be included as subjects in the training programs of the Civil Services Academy and the specialized training programs. Further, the officers have to be

further acquainted with the Contract Law and case studies related to International and commercial agreements during their mid-career management, senior management and national management courses, for which instructions must be issued by Establishment Division.

4. Due Diligence Requirements for Hiring of International Consultancy Services and placing restrictions on the role of Private Consultancy firms

Due diligence in the hiring of Assets Recovery Companies was strangely found lacking which was one of the factors, which is responsible for the current predicament faced by the country. Accordingly,

- a) Due diligence requirements need to be ensured for hiring of Consultancy services particularly of international companies being hired for specialized tasks. In the case of International Companies, Cabinet Division may issue instructions to the Ministry of Foreign Affairs to conduct due diligence of the international companies through their Foreign Missions including checking Certificate of Registration/ incorporation, Companies' location with contact numbers, Board of Directors, Certificate of good faith (Financial strength and Market reputation), and whether the company is involved in any litigation or liquidation proceedings etc.
- b) The practice of allowing open access to the representatives of international private agencies/ private consultancy organizations into the government offices should be discouraged as it dilutes security protocols in respect of official records/information. These tactics are often used to bring the public officials either under duress or influence them in-order to extract official information/documents to serve their own or some third party's vested interests.

5. Ensuring that there is No Conflict of Interest of the Public Office Holder

- a) Public Office Holders should not have any "Conflict of Interest" in case of dealings with Private Sector firms/parties who are awarded contracts. They have to submit a "No Conflict of Interest" Statement on Oath. If found to be fraudulent at any stage, the Public Office Holder should be debarred from holding any office for certain period of time till the cause creating the Conflict of Interest ceases, proof of which is to be provided by the Public Office Holder.

The Commission has identified the above weaknesses with the hope that the remedial actions will be taken by the Government but alas actions in the past tell us that nothing will be done.

The French economic journalist Frederic Bastiat, best known for his work, '*The Law*', and the '*Parable of the broken windowpane*', in the mid 1800s wrote as follows:

"When plunder becomes a way of life for a group of men living together in society, they create for themselves, in the course of time, a legal system that authorizes it and a moral code that glorifies it"

The above quotation is uncanny in its applicability in present day Pakistan. Corruption has infected every institution in the country. All four pillars of the state are afflicted with this malaise but perhaps what is worse is that the most blatant acts of corruption, even those without the benefits of a fig leaf, are not only condoned but also applauded. Histrionics are mistaken for heroics.

As a nation, we must dismantle the structures that give rise and protection to corruption. Corruption gnaws away at the scaffolds that support state structure and polity; the state must not tear the scaffolds that support its existence.

The apologists of corruption are dime a dozen. I wonder whether this phenomenon reflects some perverted form of ancient tribalism, moral bankruptcy, or such persons are simply standing there with their mouths open, tails wagging hoping for some crumbs from the table. Whatever it may be, as somebody said and I quote:

"When I saw corruption, I was forced to find truth on my own. I couldn't swallow the hypocrisy."



Sheikh Azmat Saeed
Justice (Retd.)
Chairman of the Commission

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Exhibits of the Inquiry Report (Volume-I)

Azam Jafri

Vol - I

Exhibits of TOR 5(a)

Aspat Law

Agent for

Agent for
17/02/2021

IN THE MATTER OF THE ARBITRATION ACT 1996

AND IN THE MATTER OF AN ARBITRATION

CI Arb. Case No. 129120001

BETWEEN:

BROADSHEET LLC (IN LIQUIDATION)

Claimant

- and -

THE ISLAMIC REPUBLIC OF PAKISTAN AND ITS
NATIONAL ACCOUNTABILITY BUREAU

Respondents

WITNESS STATEMENT OF

Lt. GENERAL (RTD) SYED MUHAMMAD AMJAD
FORMER CHAIRMAN NAB

I, Lt. GENERAL (RTD) SYED MUHAMMAD AMJAD, of House No. 5, Street No. 2, Sector C, Phase No I, Defence Housing Authority, Islamabad, Pakistan WILL SAY as follows:

Introduction

1. I was the Chairman of the National Accountability Bureau ("NAB") from 16th November 1999 to 25th September 2000. I make this witness statement in support of the Respondents' defence to the Claimant's claims.
2. The facts and matters referred to in this statement are based on my own personal knowledge or on documents in my possession or now shown to me. Where they are based on my personal knowledge they are true and where they are based on documents within my possession or now shown to me they are true to the best of my knowledge, information and belief.

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(M. UMAR FAROOQ RAHMANWA
National Accountability Bureau
Islamabad

3. In the course of this witness statement I will refer to a bundle of documents marked exhibit "SMA-1". References in this statement in the form [Tab-X] are to documents contained in that exhibit.
4. It is necessary for me to note that the events described in this statement took place more than 15 years ago. This statement therefore addresses events that occurred a considerable number of years ago. Accordingly, I have prepared this statement to the best of my ability and recollection, assisted by the contemporaneous documentation exhibited to it.

Background

5. I was educated at Lawrence College, Murree Hill, Punjab, Pakistan. After passing my Senior Cambridge Exam I joined the Army on the 29 December 1965, as a cadet. During my service with the Army I was awarded BSc (Hons.) by Balochistan University and an MSc (Hons.) by Quaid Azam University in the subject War Studies consequent to the successful completion of courses at Command and Staff College in Quetta and Armed Forces War College (now National Defence University) respectively.
6. I spent the remainder of my career serving my country in the Pakistan army. I was promoted through the ranks until, on 13 October 1999, I reached my final rank of Lieutenant General. I retired from the Army on 27 December 2002.

Appointment as the Chairman of NAB

7. On 12 October 1999, General Pervez Musharraf led a military coup which resulted in him assuming power as the Chief Executive of Pakistan. At this time, an organization called the Ehtesab Bureau was already in existence in Pakistan ("Ehtesab" is the Urdu word for "accountability" and the Ehtesab Bureau was the predecessor to NAB). However, a core part of the new Government's policy was to pursue anti-corruption investigations with renewed vigour.
8. It was around this time that I was approached by either or both Lt. General (Later General) Muhammad Aziz Khan or Lt. General Mahmood Ahmed in relation to whether I would like to take on the role of Chairman in the Ehtesab Bureau, which was soon to become NAB. In this role I would lead the heavy crackdown on persons suspected of corruption.

9. I did not have previous experience in a role that was similar to the role of the Chairman of NAB, but the Chief Executive General Musharraf wanted me to assume the role of Chairman and I accepted the position. This is how I came to be the Chairman of NAB on 16 November 1999. The National Accountability Bureau was established as the successor to the Ehtesab Bureau. NAB inherited the workload of the Ehtesab Bureau, including their pending investigations. NAB's legal foundation and powers were derived from the Pakistan National Accountability Ordinance No. XVIII of 1999. NAB's role was to investigate and prosecute corrupt persons in public and private sectors and to trace and recover misappropriated assets through voluntary returns, plea bargains or judicial proceedings.

10. Along with the Chairman, the other principal officer at NAB is the Prosecutor General of Accountability (the "PGA"). When considering whom to appoint as the PGA, I was referred to Mr. Farouk Adam Khan ("Mr. Farouk Khan"). At that time, I had never met Mr. Farouk Khan, but I knew that he was several years my senior and that he had attended Lawrence College. Like myself, he was a member of the alumni society named the Old Gallians. Having joined the Army as a cadet he was, to the best of my knowledge, sent to Sandhurst Military Academy in the UK after completing one term in Pakistan Military Academy. I was also aware that he had been awarded the Sitara-e-Jurat (Star of Courage – which is equivalent to the Military Cross), for his courageous efforts in the Indo-Pak war of 1965, and that he had been jailed for a number of years around 1974 for his involvement in an unsuccessful military coup against the then-Government, known as the Attock Conspiracy Case.

11. I understood that during his time in prison he had studied law and, upon leaving prison, he had entered private practice with Mr. Sardar Khan (although I was unaware as to the extent of his work as a lawyer in private practice). I thought that I might be able to work well with a person with Mr. Farouk Khan's military experience and background. I therefore invited him to my office for an interview. This was the first time that I had met him, but I considered that he was an appropriate person for the role of PGA and, around November 1999, I therefore made the decision to appoint him as such.

Negotiations and signing of the Broadsheet Agreement

12. In accordance with the law governing the NAB, we were pressing ahead with our investigations into recovering assets located inside Pakistan from persons who had obtained them as a result of various corrupt practices. We (and the Ehtesab Bureau) had already attached properties in Pakistan of a number of suspects under investigation in Pakistan and we were gearing up to make the first round of arrests of suspects.
13. We were aware that there were significant assets that had been corruptly obtained and then removed from Pakistan. The next step for NAB was therefore to look for information about suspects' assets, including their properties and money, which had been secreted outside of Pakistan and ultimately to repatriate those assets back to Pakistan. We did not need help in prosecuting Targets inside Pakistan since NAB had sufficient legal powers, expertise and experience to do so. Instead, we needed help in discovering assets and funds being held abroad that belonged to Pakistanis and for which there was no plausible explanation for that person having those assets.
14. At this time, we could have opted to exclusively obtain this information and assistance by using informal state-to-state mutual legal assistance mechanisms. In fact, on a few occasions throughout my period as the Chairman of NAB we did use this type of state-to-state assistance. For example, we obtained various documents from the British Government and were offered assistance by the US Government. I remember one occasion where, on my return from a meeting in Colorado in April 2000 (which I discuss below), I stopped at London, England. It was around this time that the British Government had been withholding documents from NAB in relation to the cases of Mr. Asif Ali Zardari and Ms. Benazir Bhutto. During my meeting with the British government officials authorization was given for us to obtain a large number of documents which would have been evidence against the suspects.
15. Despite the existence of state-to-state assistance, we considered that this potentially time consuming and cumbersome process would be supplemented by obtaining the assistance of a specialised non-governmental company, who could provide the information and assistance we required more efficiently and speedily. In this context, we expected and were led to believe during the course of our negotiations with Mr. Jerry James and Dr.

William Pepper that they represented companies that would go beyond the assistance which we could have obtained from other states. Our expectation was that they would effectively provide efficient private investigation services.

16. In around October 1999, I became aware of GSA Investment Corporation Limited ("GSA Investment") and Trouvons Company LLC ("Trouvons"), through their representatives Mr. Tariq Fawad Malik, whom I met, and Mr. Ghazanfar Sadiq Ali. These gentlemen made enquiries as to whether NAB would be interested in hiring a foreign company to assist with the supply of information and the speedy recovery of assets that had been corruptly obtained and secreted outside of Pakistan. From the outset, Mr. Tariq Fawad Malik held himself out to be the in-country representative of Trouvons and Mr. Ghazanfar Sadiq Ali presented himself as the Chairman of GSA Investment. I attach examples of these letters addressed to me at [Tab-1] (I note that it was the practice of my office that anything that was addressed to me by name came to my staff officer, Brigadier Shujaat Zamir Dar, who would invariably place it on my desk. If a letter was addressed to me in this way, then it was almost certain that I would have read its contents).

17. I received a follow-up letter dated 10 November 1999, in which Mr. Tariq Fawad Malik reproduced a reply to questions that we had raised regarding Trouvons and its methods of operation [Tab-2]. The letter set out the considerable experience of the investigative team that would be working on NAB's investigations and their previous notable successes. It also stressed the fact that the arrangement would not cost the Government of Pakistan any money. On 13 November 1999, I received a further letter from Mr. Tariq Fawad Malik seeking my response [Tab-3].
18. On the 4th of February 2000, I received a letter from Mr. Ghazanfar Sadiq Ali relating to the Trouvons asset recovery programme, inquiring about whether NAB would like to proceed with the proposal that Trouvons had submitted through its representative Mr. Tariq Fawad Malik around the beginning of October 1999 [Tab-4]. The letter referred very clearly to the fact that the arrangement would relate to assets that had been secreted away in international jurisdictions. It also attached a further brief setting out the capabilities of Trouvons. This information was supplemented by a Trouvons brochure, which I am fairly sure I would have read at the time that I was considering Trouvons' proposals [Tab-5]. It was on the basis of these documents, and my meetings with Trouvons' principals, that I

- decided it would be in the interests of the Government of Pakistan – and more specifically NAB - to engage a foreign investigative company.
19. NAB also received from Trouvons an outline of the asset recovery opportunity [Tab-6]. This provided a summary of how Trouvons would assist NAB. It stated that Trouvons would work independently using a power of attorney to identify assets located outside of Pakistan and to prosecute foreign legal proceedings for the turnover of such assets. It then said that once collected, the proceeds would be divided by Trouvons according to the sharing ratio specified in the agreement.
20. I was interested in the prospect of working with a foreign company to harness and benefit from their expertise. My understanding was that the foreign company would assist NAB to obtain information about, and recover, assets that had been removed from Pakistan. In order to further assess the proposals being put forth by Trouvons, I attended a meeting with Trouvons in April 2000 in Colorado, USA.
21. In Colorado, I met Mr. Jerry James, who was introduced as the Manager of Trouvons, and Dr. William Pepper who was introduced to me as the legal advisor to Trouvons. We had a short meeting during which I said that NAB was aware that a lot of assets had been removed from Pakistan by corrupt public / private sector officials and placed all over the world. I told them that NAB did not have the resources outside of Pakistan to go about finding and recovering these assets and so NAB was interested in obtaining the assistance of a foreign company with the resources and capability to assist in this regard.
22. Mr. Jerry James and Dr. William Pepper assured me that they possessed the requisite capabilities and resources to assist. They held themselves out as a cut above the rest of the foreign companies who could offer this type of service and Mr. Jerry James presented himself and his company as specialists in asset recovery. They spoke about their exceptional connectivity within the US, the UK and other jurisdictions and their ability to repatriate the ill-gotten assets back to Pakistan for the benefit of the people of Pakistan.
23. They gave the clear impression to me that their company was not a one or two man show, but instead one that used a web of personnel and contacts to achieve the results which they said were possible. Further, they spoke about how they would provide concrete material about assets located outside of Pakistan to help NAB prosecute the accused persons

successfully in Pakistan. Mr. Jerry James also assured me that their work would not cost NAB any money and that Trouvons would only be entitled to commission on the amounts actually repatriated back to Pakistan and that Trouvons would fund all of the investigations and other efforts to recover assets in the first instance. I was left with the understanding that NAB had nothing to lose because they had no financial exposure and they would only be required to pay Trouvons if and when assets were repatriated to Pakistan.

24. As the first Chairman of NAB, I was greatly aware of the significance of the unprecedented task that we were about to undertake and therefore it was absolutely crucial for us that Mr. Jerry James and his associated team and companies were able to deliver on their proposals. The timely performance of any arrangement that we were to reach was crucial because there were growing public pressures to recover the assets obtained from corruption. The people of Pakistan had developed great expectations from NAB to bring back the looted money and ill-gotten assets held abroad as quickly as possible.
25. I can categorically state that I would not have agreed to enter into a contract with a company that did not profess to have the capabilities or the experience to gather concrete information on assets secreted outside of Pakistan and to assist in the repatriation of those assets. I was therefore relying upon the representations of Mr. Jerry James and Dr. William Pepper made to me in my meetings with them, along with the letters that had been sent to NAB by various representatives of Trouvons and QSA Investments, as the bases for agreeing to direct that the negotiations be taken further and ultimately in agreeing to enter into the asset recovery agreement.
26. When I returned from Colorado I spoke with other senior NAB officials, including Mr. Farouk Khan, about what had been discussed between myself, Mr. Jerry James and Dr. William Pepper at our meeting in Colorado. On the basis of the discussions in Colorado, I directed Mr. Farouk Khan to undertake the negotiations on behalf of NAB and to draft a suitable agreement. In briefing Mr. Farouk Khan I emphasized a number of points:
 - a. First, I informed him that the agreement must clearly state that the foreign companies were to deal and be concerned only with assets outside of Pakistan. This could include anywhere else in the world, but the agreement was not to relate to assets inside of Pakistan. This was very much the underlying rationale for NAB seeking

external assistance. We did not need or want assistance in relation to assets that remained inside of Pakistan and we would never have agreed to give a foreign company a cut of any such assets.

- 6.
- b. Second, I informed him that the foreign companies would receive a 20% share of any money or encashable material only when there was an asset recovery that was repatriated to Pakistan. This was refined in the final agreement so that Broadsheet LLC ("Broadsheet") (as I explain below, this was the foreign company with which the asset recovery agreement was ultimately made) was required to deposit all of the assets that they recovered into an escrow account. We had very clear expectations that Broadsheet would deposit the funds it recovered in this way and we discussed the details and arrangements for this, although I am uncertain as to whether any escrow account was ultimately opened.
 - c. As for the commission being set at 20%, this was the result of a compromise between the parties because Broadsheet had originally sought 30% and NAB had sought 10%.
 - d. Third, I made it clear that NAB was not to incur any costs or spend any money except when Broadsheet repatriated assets from outside of Pakistan. Broadsheet's commission would therefore be funded by the foreign assets which they had helped to repatriate to Pakistan.
27. Other than that, I left the details of the agreement to Mr. Farouk Khan, who had already been involved with the developing negotiations since he joined NAB in November 1999. It was my impression and understanding that Mr. Farouk Khan remained deeply involved in the negotiations. As a result of my meeting with Mr. Jerry James and Dr. William Pepper in Colorado and the on-going negotiations, in around June 2000 I asked them to come to Pakistan to discuss the details of the proposed agreement. I understood that Mr. Farouk Khan was meeting with these gentlemen, but we never met all together (to the best of my recollection). When Mr. Farouk Khan wanted to discuss a point with me, he would come to me alone.
28. The negotiations that had taken place were with Mr. Jerry James, Dr. William Pepper and the various representatives of Trouvons and QSA Investments that had written to NAB. The company structures that would ultimately be adopted for the purposes of the contract

with the Government of Pakistan and to undertake the work was not something that I concerned myself with. From my perspective, it was for the foreign representatives to work out how they wanted to split up the work between them and how they wished to structure their organisation. It was my clear understanding that Broadsheet LLC and International Asset Recovery Ltd ("IAR") were companies set up to focus on NAB's work by the representatives of Trouvons. The company structure that was adopted would not affect the commitments that Trouvons or GSA Investments, acting through their representatives such as Mr. Jerry James and Dr. William Pepper, had made to NAB. My thinking was very much that those were the same people albeit with a different company and that both companies had the same mandate and were working towards the same ultimate goal.

29. Prior to signing the Asset Recovery Agreement I ordered that it should be vetted by the Ministry of Law and the Ministry of Finance, so that their approval could be obtained [Page-4]. My way of working was that if I had given an order then I assumed that it would be followed; this is an approach I had learnt in the Army. It now transpires that Mr. Farouk Khan appears to have failed to send the draft agreement to the relevant Ministries and that he therefore failed to obtain their approval. I can provide no explanation as to why Mr. Farouk Khan adopted this approach.
30. The Asset Recovery Agreement between the President of the Islamic Republic of Pakistan acting through the Chairman National Accountability Bureau and Broadsheet LLC was entered into on 20 June 2000 ("the Broadsheet Agreement") [Tab-7]. I had the authority to sign the Broadsheet Agreement and I signed it in my office with Dr. William Pepper, whom I understood to have the authority to sign it on behalf of Broadsheet [Tab-8]. A separate agreement, which I understand is not in dispute in this arbitration was signed with IAR on 15 July 2000.
31. I note that all of the aspects that I had previously emphasized to Mr. Farouk Khan were included in the Broadsheet Agreement. For example:
 - a. That the Broadsheet Agreement only related to assets that were repatriated from outside of Pakistan was stated in the preamble right at the very outset. Mr. Farouk Khan assured me at the time of negotiating the Broadsheet Agreement that the

preamble clearly defined the intentions of both Parties which in this case was repatriation of assets held outside Pakistan. I can categorically state that this was consistent with the entirety of the negotiations. To my knowledge, there had never been any discussion or mention in any of my meetings with Mr. Jerry James, Dr. William Pepper or Mr. Farouk Khan, either directly or indirectly, about Broadsheet helping with or benefitting from the recovery of assets located inside of Pakistan. At no point was it even hinted that Broadsheet would have any involvement whatsoever with, or entitlement to, the recovery of assets located inside Pakistan. If NAB had reached a settlement on its own, Broadsheet's entitlement to a share of the recovered assets only arose if such assets had been located outside of Pakistan and the settlement had resulted in repatriation of those assets to Pakistan. The crucial point about the whole agreement was the assistance of the foreign companies in returning assets back to Pakistan.

- b. It was because of the fact that Broadsheet's entitlement was limited to assets that were repatriated from outside of Pakistan that NAB was willing to accept to give Broadsheet such a sizeable commission from the assets that belonged to the people of Pakistan. I felt that the 20% commission was perhaps even too high given that the payment was to be made from public money. However, I was persuaded by Mr. Jerry James that the nature of the asset recovery business was such that Broadsheet faced a high risk exposure. That being the case, I felt that a high commission could be justified because it was agreed that it would only be paid if and when secreted assets were returned to Pakistan. There was never any discussion or agreement that Broadsheet could assert an entitlement to a percentage of every single recovery made by NAB, including assets recovered within Pakistan.
- c. Provision was made for the opening of an escrow account, into which Broadsheet were to deposit the funds which they recovered from outside of Pakistan. Broadsheet's commission was then to be paid out of the funds deposited in the escrow account. I would like to emphasise that no arrangement was made for NAB to pay any funds that it recovered into this or any other escrow account. There were no arrangements at all for NAB to declare its own recoveries under the contract, as it was only Broadsheet which was required to deposit the recoveries under the contract

in an escrow account. On my reading of the contract before signing, I realised this was consistent with my instructions.

NAB's performance of the Broadsheet Agreement

32. After the Broadsheet Agreement was concluded, NAB fully cooperated with Broadsheet during the period I was in office. As explained above, NAB – and its predecessor the Ehtesab Bureau – had already started a major crackdown on persons suspected of corruption and assets were already being attached in Pakistan in accordance with the law governing NAB. By this stage, we had already undertaken substantial investigations and arrested a number of suspects.
33. To begin to benefit from the Broadsheet Agreement, the first step was to supply Broadsheet with the names of persons to investigate. We forwarded the names of several persons to Broadsheet so that they could locate, provide information on and repatriate to Pakistan their international assets (for an example, [Tab-9]). These people went onto the list of registered Targets. The core team members of NAB compiled this list based upon the available information. This core team had a good idea of what was going on in Pakistan. We would often sit together after around 6pm and extensively discuss the information that we had. As a result of these deliberations we would settle on further names that should be added to the list of registered Targets. The list was not exhaustive and nor was it supposed to be final.
— — — — —
34. I was not subject to any form of political influence and NAB was free to do its job as we thought fit in our best judgment and in accordance with NAB law. There were no political or personal considerations that I was aware of or by which I was constrained. The Chief Executive – General Musharraf – never told me to go after or refrain from going after any particular person, or to hurry up or slowdown in any particular case. I recall one time when Chief Executive Musharraf said to me that NAB was moving too slow and by this I took him to mean that he wanted to see more concrete results. I told him that NAB could only operate as fast as was possible within the constraints of the law and with its available resources. Investigations into white-collar crime took a long time and were resource intensive. We were also constrained by the speed of the legal system, including the

establishment of the new Accountability Courts. I told him that if he wanted us to move faster, he would have to change the law.

35. Another related example of NAB conducting its work in a scrupulous and neutral way was when I was visited by Mrs. Naseem Saigol to protest against NAB's investigations into the Lakhani family in relation to wilful loan defaults. Mrs. Saigol was aggressively complaining to me in the presence of Mr. Farouk Adam Khan about how much the Saigols had done for the country and therefore why the NAB should not be investigating the Saigols. I let her finish and then I informed her that we would see her in court anyway. I was not prepared to make any exceptions to the proper due process that NAB was required to follow.
36. There was no priority to the list of registered Targets and the order of the names on the list was not intended to have any significance. Naturally, in my own mind, certain Targets were more important than others, either because of the suspected value of their assets or because the Pakistani people in their perception were more aware of certain persons included in the Target List. It would not have been difficult for Broadsheet to figure out that certain Targets carried greater significance than others. Nevertheless, we never informed Broadsheet about any priority.
37. Finally, in relation to the list of registered Targets, I can appreciate that there might be a number of circumstances in which it would be desirable and necessary to remove a Target from the list of registered Targets, for example if they had agreed to a plea bargain. Despite this, during my period as Chairman the investigations were still in their early stages and I never sought to remove any Target from the list of registered Targets.
38. I also signed a number of Powers of Attorney in favour of Broadsheet in relation to Targets that had been registered on the list [Tab-10]. The signing of these Powers of Attorney was intended to enable Broadsheet to act in foreign jurisdictions in the name of the Government of Pakistan in relation to proceedings against the Targets. Needless to say, there was no need to agree on powers of attorney for the purposes of investigations within Pakistan.
39. NAB was committed to keeping its side of the bargain and to ensuring that Broadsheet received NAB's full cooperation and facilitation in the execution of their asset recovery programme. Therefore, in spite of confidentiality concerns, I granted Broadsheet

permission to maintain an office in the building of NAB's headquarters in Islamabad. Broadsheet did not pay any contribution towards the costs of this office space. Representatives of Broadsheet, including Mr. Tariq Fawad Malik who I believed to be the in-country representative of Broadsheet, worked from this office. Whilst NAB retained control over its own documents, we took the approach that we would give Broadsheet's employees and agents anything that they requested if we agreed that it would assist them to provide information and recover assets from abroad.

40. I believe that NAB also handed over documents to Broadsheet and IAR that we had inherited from the Etihad Bureau's investigations. This included large volumes of documents relating to the investigations into the Mr. Zardari and Ms. Bhutto cases. Our expectation was that Broadsheet and IAR would use these documents as a springboard and take the investigations forward in material and concrete respects.
41. At the same time, NAB continued to undertake its own investigations in parallel to the work that it was led to believe (although without any concrete evidence) that Broadsheet was undertaking. We had a large team of investigators and we were also working alongside the Federal Investigation Agency (or FIA), the State Bank of Pakistan and other governmental organisations.

Broadsheet's non-performance of the Broadsheet Agreement

42. I was only in office for about three months after the signing of the Broadsheet Agreement. However, I had sufficient opportunity to observe that Broadsheet (and IAR as well) seemed to have grossly misrepresented and exaggerated their competencies and resources with respect to their asset recovery programme. During this period, Broadsheet did next to nothing concrete to assist NAB in recovering assets outside Pakistan through their investigations. They failed to provide us with any useful information and failed to repatriate any assets back to Pakistan.
43. NAB was responsible for prosecuting Targets inside Pakistan and to this end I believe that the Accountability Court system was set up upon NAB's request. NAB did not require any assistance with regard to assets that were held inside Pakistan (and to my knowledge and understanding Broadsheet did not have any resources or rights to pursue anything inside Pakistan).

44. NAB needed detailed information about the foreign assets belonging to the registered Targets. We did not know where the foreign assets had been hidden and this was the very reason for us engaging the assistance of Broadsheet. We could only rely upon allegations relating to foreign assets in our domestic prosecutions if we had proof of those assets as well as proof of a link between the Target and the foreign assets. Broadsheet, however, was not providing the type of proof of foreign assets that we needed. They also failed to achieve the repatriation of any foreign assets back to Pakistan.
45. Whilst it was too early for me to draw any firm and final conclusions about whether Broadsheet would provide assistance to NAB in the future, during my time at NAB, Broadsheet were certainly not providing the level of assistance that we had been led to believe they would.
46. For example, the only Target in respect to which Broadsheet may have contributed was Mr. Mansur-ul-Haq. NAB was investigating Mr. Mansur-ul-Haq prior to the signing of the Broadsheet Agreement. On 27 December 1999, I had ordered his detention on suspicion of accepting illegal commissions and kickbacks [Tab-11]. His name and details were passed on to Broadsheet as a registered Target. As far as I am aware, during my time at NAB, Broadsheet provided no useful information about Mr. Mansur-ul-Haq. All of the progress on this Target during that period was being made as a result of NAB's work.

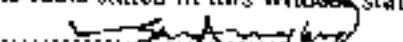
Leaving NAB

47. Around September 2000, I put in a request to be posted back to the Army. On 25 September 2000, I subsequently left my post as the Chairman of NAB. This was entirely my own decision. I had met with Mr. Jerry James, Mr. Doug Tisdale, Dr. William Pepper and Mr. Tariq Fawad Malik in London on 22 September 2000 and I had explained to them that the transition between myself and the incoming Chairman of NAB, Lt. Gen. Khalid Maqbool, would be seamless and that Broadsheet's operations and prospects under the Broadsheet Agreement would not be negatively impacted in any way.
48. Save for a handful of isolated instances (which I refer to below), I did not stay in contact with my colleagues at NAB and I made no attempt to keep up-to-date with how NAB's work progressed after I had left. This is the approach that we take in the army; when you leave a post you take no papers and you do not look back.

49. I met Mr. Jerry James and Dr. William Pepper only once after leaving NAB and this was in the course of a purely social visit to my home at their request. We did not discuss matters relating to NAB. After this visit I received a letter from Mr. Jerry James dated 30 May 2001. He requested my support and involvement in the work of NAB and Broadsheet. Nothing ever came of this letter [Tab-12]. I also met with NAB Chairman General (Rtd) Shahid Aziz soon after he took over on his request on one occasion and we discussed the general cases.
50. To the best of my recollection, I have only seen Mr. Farouk Khan on one occasion after I left NAB. This was at an Old Gallians meeting and we did not discuss anything to do with NAB. In the course of this arbitration, I was shown Mr. Farouk Khan's affidavit dated 22 August 2010. Some of the affidavit was simply comment on routine matters, however, some of the facts contained in it came as a total shock to me. As far as I was aware, Broadsheet had not actively or conscientiously tried to fulfil any, let alone all, of its obligations under the Broadsheet Agreement. Also, as I have already said, there was no priority between the Targets. In early 2015 I got a telephone call from Mr. Farouk Khan saying I must be aware of what was going on. I knew without him saying that he was referring to this case. He started to say "So what should" before he could proceed any further I butted in and said "Sir, you just state the truth" or words to that effect. The conversation ended after the exchange of pleasantries.
51. Whilst I had realized much later in life - and long after I left NAB - that I might have perhaps trusted Mr. Farouk Khan too much, I was still surprised to see that he had taken the definitive positions that he has stated in his affidavit. It came to my attention later on that his son was employed by Mr. David Orchard who along with Dr. Pepper were legal advisors to Treewon.

Statement of Truth

I believe that the facts stated in this witness statement are true.

Signed: 

Lt. General (Rtd) Syed Muhammad Amjad

Dated: 18th July 2015

IN THE MATTER OF THE ARBITRATION ACT 1996

AND IN THE MATTER OF AN ARBITRATION
Ct Arb. Case No. 129120001

BETWEEN:

BROADSHEET LLC (IN LIQUIDATION)

Claimant

- and -

**THE ISLAMIC REPUBLIC OF PAKISTAN AND ITS
NATIONAL ACCOUNTABILITY BUREAU**

Respondents

EXHIBIT SMA-1

This is the Exhibit "SMA-1" as referred to in the Witness Statement of Lt. General (RTD) Syed Muhammad Amjad

Dated this 23rd day of July 2015

Syed Amjad

IN THE MATTER OF THE ARBITRATION ACT 1996

AND IN THE MATTER OF AN ARBITRATION

CI Arb. Case No. 129120981

BETWEEN:

BROADSHEET LLC (IN LIQUIDATION)

Claimant

- and -

**THE ISLAMIC REPUBLIC OF PAKISTAN AND ITS
NATIONAL ACCOUNTABILITY BUREAU**

Respondents

SECOND WITNESS STATEMENT OF

L.T. GENERAL (RTD) SYED MUHAMMAD AMJAD

FORMER CHAIRMAN NAB

I, L.T. GENERAL (RTD) SYED MUHAMMAD AMJAD, of House No. 5, Street No. 2, Sector C, Phase No 1, Defence Housing Authority, Islamabad, Pakistan WILL SAY as follows:

Introduction

1. I was the Chairman of the National Accountability Bureau ("NAB") from 16th November 1999 to 25th September 2000. I have read the witness statements of Douglas Tisdale ("Mr Tisdale") and Robert Byrne ("Mr Byrne") dated 24 July 2015 and Parveen Adnan Khan dated 17 July 2015. I make this witness statement in support of the Respondents' defence to the Claimant's claims and in response to certain points arising from those witness statements referred to above. Where I have not addressed parts of the Claimant's evidence, this is not because I agree with that evidence.

Syed Amjad

2. The facts and matters referred to in this statement are based on my own personal knowledge or on documents in my possession or now shown to me. Where they are based on my personal knowledge they are true and where they are based on documents now shown to me they are true to the best of my knowledge, information and belief.
3. In the course of this witness statement I will refer to a bundle of documents marked exhibit "SMA-2". References in this statement in the form [Tab-X] are to documents contained in that exhibit.
4. It is necessary for me to repeat that the events described in this statement took place more than 15 years ago. Accordingly, I have prepared this statement to the best of my ability and recollection, assisted by the contemporaneous documentation exhibited to it.

Formation of NAB

5. In response to Mr Tisdale's comments on the formation of NAB at paragraph 35, at the time of General Musharraf's take over in October 1999, his comment that the Ehtesab Bureau had become so discredited that it was disbanded and replaced by NAB needs some clarification. A perusal of the Ehtesab Act, 1997 showed that it could not serve the purpose for which the new Accountability institution was being created. We had two options; (1) to amend the Ehtesab Act 1997 to meet the requirements, (2) To repeal it and promulgate a new Accountability Ordinance. The latter course was adopted and once the National Accountability Ordinance, 1999 was promulgated, The Ehtesab Act 1997 stood repealed. Since the Ehtesab Bureau was the creation of Ehtesab Act 1997, the Bureau also ceased to exist and was replaced by the National Accountability Bureau.

(6) NAB was therefore not an entirely new organization. It was instead a successor of the Ehtesab Bureau, inheriting all its assets and liabilities, and it represented a progression from the work that the Ehtesab Bureau had begun. NAB inherited the pending investigations etc. from the Ehtesab Bureau but its mandate was changed with the introduction of the National Accountability Ordinance No. XVIII of 1999.

Negotiations and signing of the Broadsheet Agreement

7. In response to paragraph 13 of Mr Farouk Adam Khan's witness statement regarding the approaches by foreign asset recovery companies to NAB, I do not recollect being advised

- about any approaches to NAB from foreign asset recovery companies other than those by GSA and Trouvons Company LLC ("Trouvons"). Other companies may have approached members of NAB's staff, but I do not recall being informed about any such approaches. I had not heard of the company referred to as Kroll before my involvement in this arbitration, and I do not recall being advised about any approaches made by Kroll to NAB.
- 8 As I have explained in my first witness statement, when Broadsheet's representatives came to Pakistan to discuss the draft Broadsheet Agreement, I left the day-to-day negotiations to Mr Farouk Adam Khan. Though I may have met Dr Pepper, Mr Jerry James and Mr Tariq Fawad Malik on occasion.
- 9 Mr Farouk Adam Khan has stated at paragraph 25 that I formed a committee specifically for the purpose of reviewing the draft Broadsheet Agreement. I do not have a recollection of convening any such committee in the formal sense of that word. I do recall one meeting where around 7 or 8 senior people from within NAB went through the whole draft Broadsheet Agreement clause by clause and provided their input. This may be what Mr Farouk Adam Khan is referring to.
10. At the time of the negotiations I was not particularly interested in precisely how the representatives of Trouvons wanted to divide up the work that they would do for NAB. I was aware that two companies, Broadsheet and IAR, had been established and that they would be the companies with which NAB and the Government of Pakistan would contract. From my perspective the representatives that we had been dealing with had remained the same. So far as I was concerned, the structure of the companies would not affect the representations that had been made during our negotiations with those representatives. I did not personally make enquiries into the details of Broadsheet or IAR, including the reasons for their establishment, and no such details were explained to me.
11. In relation to paragraph 21 of Mr Tisdale's statement, although I was entirely unaware of this at the time of the negotiations, in relation to this arbitration, I have recently been shown one document sent from Mr Ghazanfar Sadiq Ali to Mr Jerry James dated 23 June 2000 [Tab-1] and another document sent from Dr William Pepper to Mr Jerry James also dated 23 June 2000 [Tab-2]. From my perusal of these documents, they indicate to me that Mr Ghazanfar Sadiq Ali and Dr William Pepper had made the introduction of

Trouvons to NAB without informing NAB that Trouvons' Managing Director, Mr Ronald Rudman, had been suspended from the practice of law for a three year period beginning around December 1997 for actively misrepresenting to the sole beneficiary of an estate the disposition of certain of the decedent's assets and Mr Rudman and his wife's interests in a corporation of which the decedent was a shareholder before his death (Tab-3).

12. First, as far as I can recall I never heard Mr Rudman's name being mentioned and I do not remember ever meeting him. Nevertheless, I can be certain that I was never told that any of the representatives of Trouvons had been suspended from practice for a breach of professional regulations. I would have definitely remembered being told something of that importance. It is also quite obvious to me that I should have been told of these matters as they would have been relevant to my decisions as to whether to work with these people. Trouvons, their representatives, and those of Broadsheet should have had nothing to do with a person who had been disbanded. I can confidently say that if I had known of this information at the time, I would not have talked to Trouvons or Broadsheet ever again.
13. Second, although I considered that it was Trouvons' representatives' concern and not mine how they structured their business, it appears from Dr Pepper's letter to Mr James dated 23 June 2000 that the reason that Broadsheet was incorporated should have also been disclosed to me (Tab-2). At paragraph 1 of that letter, Dr Pepper tells Mr James that he would certainly never have allowed Trouvons to be introduced to the Government of Pakistan had he known about the nature and extent of Mr Rudman's problems. At paragraph 3 of his letter, Dr Pepper indicates that Broadsheet was a company formed in order to cover the Trouvons "disability". It is my inference here that this disability was that relating to Mr Rudman's suspension from legal practice. The entirety of this unsatisfactory state of affairs should have been clearly set out to me. Again, if I had known about this, I would never had talked to Trouvons or Broadsheet or any of their representatives again. There was simply too much pressure and significance riding on the unprecedented task facing NAB for me to have risked the operation by contracting with a foreign company with this type of chequered history.
14. Unfortunately, this does not appear to be the only important thing that the representatives of Trouvons kept from me. When I had been told about Broadsheet's highly professional team and its employment of a variety of professionals, I was led to believe that Broadsheet

would have at least some team in place before the conclusion of the Broadsheet Agreement with the remainder of the team to be assembled in short order after the conclusion of the agreement. This seemed almost essential for a company that (through Trouwens) was claiming to be continuously engaged in efforts to collect hundreds of millions of dollars, as we had been told. I was surprised to learn upon reading paragraph 44 of Mr Tisdale's statement that Broadsheet did not have such a team in place and that it struggled to get a team together following the conclusion of the Broadsheet Agreement. I was also entirely unaware about the internal conflicts that existed at the time amongst the representatives of Broadsheet [Tabs-1 and 2].

15. I was equally unaware of the personal history that existed between Mr Tisdale and Mr James as set out between paragraphs 17 and 22 of Mr Tisdale's statement. It was my understanding that they had met in their common line of business as experts in asset recovery and investigations. I did not know until I consulted his witness statement and C.V. that Mr Tisdale was in fact a commercial lawyer with no obvious specialism in the type of work that Broadsheet allegedly specialised in and that he had met Mr James because they were neighbours. Likewise, I was unaware of any of their previous dealings such as them becoming friends during Mr Tisdale's campaign to become City Councilman in Cherry Hills Village. If I had been made aware of this background, it would have prompted me to question the truth about the capabilities and expertise of Broadsheet and its representatives.

NAB's performance of the Broadsheet Agreement

16. I am aware that interpreting the Broadsheet Agreement is a matter to be left to the arbitrator in this matter. It is nevertheless important for me to make it clear that certain statements, such as those in paragraph 45 of Mr Tisdale's witness statement that "*the ARA provided Broadsheet with the right to pursue assets*", are untrue and misleading. My clear understanding of the Broadsheet Agreement was that it gave Broadsheet the right to investigate and repatriate assets that had been secreted outside of Pakistan by the registered targets. Broadsheet had no power and no business pursuing any assets inside of Pakistan. I have been shown a letter from Mr Tisdale to Mr James dated 30 September 2000 [Tab-4] where Mr Tisdale stated that "*This Contract represents a significant business opportunity available to Broadsheet in connection with the pursuit of persons and entities who have*

fraudulently obtained, converted and secreted funds and other assets belonging to the Government of Pakistan and are holding such assets outside Pakistan". This is consistent with my clear understanding of the scope of Broadsheet's role.

17. I would say the following in response to Mr Tisdale's comments at paragraph 45 of his statement that being able to pursue multiple targets provided economies of scale for Broadsheet. Initially I was not in favour of issuing large lists of registered targets, even including the first list containing 17 targets. I took the view that we should have only given a select list of targets to Broadsheet for them to investigate. Following discussions with Mr Farouk Adam Khan and others in NAB, I eventually agreed to provide Broadsheet with a larger list of registered targets. One of the reasons for this was because there might be interconnecting links between targets.
18. When we put targets on the registered list, NAB expected those persons to be investigated simultaneously by Broadsheet. The purpose of putting them on a list and disclosing their details to Broadsheet would have been lost if Broadsheet only pursued the targets one by one. If that had been Broadsheet's intention, NAB could have just given them one or two names to investigate. Having given Broadsheet a list of targets, I therefore expected them to pursue most, if not all, of the targets simultaneously. At the time NAB was pursuing around about 100 cases simultaneously. If Broadsheet was a company with the capabilities that we had been promised, then I had expected them to be able to comfortably pursue investigations into first 17, and later more, targets.
19. Mr Farouk Adam Khan also discusses the registration of targets in a letter he refers to at paragraph 45 of his statement from himself to one of my successors Gen. Munir Hafeez dated 9 December 2001 (Tab-5). In that letter, he expressed his opinion that the main purpose of the Broadsheet Agreement was to recover the money that had been taken from Pakistan to overseas locations. He goes on to say that persons who were located in Pakistan with known and suspected assets also located in Pakistan should not have been listed as targets in the first instance. I disagree with his view because NAB was entitled to register a target that it was investigating even if it did not know that the target had assets outside of Pakistan. In certain cases NAB wanted to ascertain whether that target had secretly taken assets abroad and it therefore wanted Broadsheet to investigate those persons. Also, as I have discussed above, sometimes targets were listed to ensure that

Broadsheet was not hindered in its investigations. I am now aware that it appears Mr Farouk Adam Khan was being paid by Broadsheet when he wrote this letter because he had been acting as their consultant almost as soon as he left NAB (I discuss this further at paragraph 29 below).

20. After we had provided the list of targets and the Powers of Attorney ("POAs") to Broadsheet, we expected Broadsheet to start work and earn their commission. It was they who had approached us offering their services, so that they could benefit from the opportunity of using their supposed skills to earn their commission. We provided them with the lists of targets, the POAs, a base in NAB's offices, and we assisted them by providing the information which we had relating to their cases. Other than that NAB was working on its own investigations, and was not required to constantly supervise Broadsheet on their investigations.
21. As for the provision of POAs to Broadsheet, as referred to in paragraphs 48 to 51 of Mr Tisdale's statement, this was a process managed by the legal department that was, during my tenure with NAB, headed by Mr Farouk Adam Khan. I was not personally involved in the process that they were following and I would only become involved at the end of the process to sign the POAs. I note that the reference in paragraph 50 of the first witness statement of Mr Tisdale to POAs being individually approved by the Government is totally wrong. This process was managed by NAB.
22. I left around three months after the signing of the Broadsheet Agreement, and I am therefore unable to comment on the POAs that were issued after that time. In the period of my Chairmanship, we were extremely busy. Mr Farouk Adam Khan was often in court and travelling around the country dealing with NAB matters. Although we were very busy, the POAs were being prepared as expeditiously as was possible and issued thereafter. I do not consider that any time was wasted in issuing the POAs to Broadsheet. We were working as quickly as we could and – even if there had been some delay which Broadsheet alleges – this would not have prevented it from starting its enquiries into those Targets which already had a POA issued by NAB.

[Signature]

Matrix's investigations

23. In considering Broadsheet's witness evidence on their alleged performance of the Broadsheet Agreement, I have read the witness statement of Robert Byrne dated 24 July 2015. Before my involvement in this arbitration, I had never heard of Matrix Research Ltd ("Matrix"). I was not aware that Broadsheet was obtaining assistance from Matrix. The manner in which Broadsheet went about its business and arranged investigative work was not my concern and I was not privy to this information. To the best of my recollection, I do not believe that I have ever met or spoken with Mr Robert Byrne, Mr Joe Forbes ("Mr Forbes") or any other person from Matrix. Further, I do not recognise any of the names on the list provided at paragraph 27 of Mr Byrne's witness statement.
24. I have read the report now referred to in Mr Byrne's witness statement including at paragraphs 51, 57, 65, 71, 77, 85 and 91. The report was said to have been prepared by Mr Forbes of Matrix following his visit to Pakistan between 15 to 21 November 2000 [Tab-6]. I did not see this report prior to this arbitration and Mr Forbes' visit took place after I had left NAB. Nevertheless, insofar as the report relates to the state of affairs at NAB prior to my departure, I am able to provide the following comments in response to paragraphs of Mr Forbes' letter:
 - a. In paragraph 2, Mr Forbes correctly identifies the scope of Broadsheet's operations as being limited to "*recovering, where possible, part of the monies allegedly stolen from Pakistan and concealed abroad.*" This goes back to the point that I made above (and also in my first statement) that it was always very clear to everyone involved that the entirety of the Broadsheet relationship was only ever related to assets that were held outside of Pakistan.
 - b. In paragraph 2, Mr Forbes also refers to the need for a full and free exchange of information between NAB and Broadsheet. During my time as Chairman, I had provided my staff with instructions that were broadly consistent with this goal (see further paragraph 39 of my first witness statement dated 18 July 2015).
 - c. As to the reference in paragraph 4 to an earlier "Kroll report", as I have said above, I had not heard about a company named Kroll and, before I read about this report for

- the purposes of this arbitration, I had never previously heard about any such Kroll report and (if it exists) I know nothing about any such report.
- d. In paragraph 5, Mr Forbes refers to Mr Farouk Adam Khan having been retained to deal with "special" cases. He also refers to Mr Farouk Adam Khan being "totally committed to the Broadsheet cause". As I explain further below, prior to reading the Claimant's witness statements, I was unaware that Mr Farouk Adam Khan had been retained by and was working for Broadsheet as soon as he left his role as the PGA at NAB. Given the sensitivity of Mr Farouk Adam Khan's role as an attorney for NAB, I was surprised and troubled to learn that he did so.
 - e. In paragraph 6, Mr Forbes refers to Mr Ghazanfar Sadiq Ali, his "murky past" and "how deeply Ghazanfar was involved" in the BCCI scandal. During my tenure as Chairman NAB, I was not made aware of Mr Ghazanfar Sadiq Ali's past or his involvement in the collapse of BCCI, and I am still not aware of any of the details of this. Instead, I had been led to believe that both those introducing NAB to Trouvons and Broadsheet's team were highly professional. If I had been aware of Mr Ghazanfar Sadiq Ali's history I would not have pursued a recommendation or introduction made by his company and I would not have continued to negotiate or permit NAB to negotiate with him or his associates, including Broadsheet. The reasons for this are identical for those reasons that I have explained above in paragraph 13.
 - f. I disagree with the superficial conclusions that Mr Forbes has drawn in paragraph 8 relating to the staff at NAB. It is not clear to me how Mr Forbes was able to reach such a view upon one short visit to Pakistan. The personnel at NAB were drawn from a variety of different backgrounds and – so far as I was concerned – worked effectively as a team. This variety ensured that NAB had a range of different and complementary skills and expertise. In my opinion, during my time at NAB, it can be fairly described as an efficient organisation run by hard-working, well-educated people who knew their jobs and knew what needed to be done.
 - g. My view on NAB's competencies is reflected by the results that we were able to achieve inside of Pakistan. In relation to pursuing investigations inside Pakistan, we

were sufficiently financed and had properly trained staff. I would agree that in relation to pursuing investigations and assets outside of Pakistan, we did not have the same competencies and we did not have personnel with the requisite experience. This was precisely why we sought out a company to assist us in those cases, as explained by Mr Shahid Hussain Raja at the time [Tab-7].

- b. I would also reiterate in response to Mr Forbes' view that NAB was inefficient that investigatory work of the type conducted by NAB can often take long periods of time to move from the start to the finish of the process. By way of example, through my interaction at the time of my Chairmanship with personnel in the undeniably better resourced and more experienced Serious Fraud Office (SFO) in the United Kingdom, I learnt that complex investigations often took the SFO approximately five years from start to finish. I agree with Mr Byrne's observation, at paragraph 142 of his statement, that the results of an investigation do not always correspond with the amount of work that is put in by the investigating team.
- i. The observations and criticisms made in paragraph 9 of Mr Forbes' report are again superficial and either simply inaccurate or unjustified. In around 2000, it was perfectly common that paper records were still held by NAB. This was the case in other public institutions within Pakistan and, I believe, outside of Pakistan as well. The efforts to computerise our records were on-going at the time I was Chairman of NAB.
- j. As for the quality of NAB's pre-existing record keeping, this is clearly a subjective question. What I can say is that NAB was always seeking to maintain and improve its records in such a manner that they could be utilised by NAB when necessary. NAB was able to use its own record keeping effectively and efficiently and thereby provide Broadsheet with information if it existed. If Broadsheet asked for a specific piece of information, we would give it to them if we had it and it would be useful to them. If we did not have the information, we would attempt to obtain it and, if successful, we would then give it to them.
- k. Whether, at this time, NAB's records were what Mr Forbes or even Broadsheet had expected is a different issue and a matter beyond my knowledge. I can say for

certain, however, that I never gave any assurances to Broadsheet before entering the Broadsheet Agreement that it could expect to find all of NAB's records in a certain format or in a certain place or completed to a certain standard that Broadsheet now says that it wanted in relation to any of the registered targets. NAB had simply agreed to deliver to Broadsheet information as may be available to NAB subject to my discretion as the Chairman. Broadsheet's alleged expectation that a perfect record containing all of the information that they would have liked would be passed to them by NAB was unrealistic and unjustified. In certain cases we were undertaking our own investigations into the same targets and did not have the information that Broadsheet was demanding.

- i. NAB's obligations to Broadsheet were limited as part of the arrangement whereby Broadsheet was given an opportunity to earn commission if it was able to use its powers and resources to recover assets from outside of Pakistan. Apart from mutual cooperation, I was not really interested in how Broadsheet went about doing that. Broadsheet took, amongst other risks, the risk that records or the information available to NAB may not be sufficient for Broadsheet to make easy recoveries. That, however, was not my concern and I had many other things to take care of during this period. We expected Broadsheet to be able to make progress on its own, as well as with our assistance.
- m. Paragraph 10 of Mr Forbes' report contains yet more unsupported assumptions relating to Regional Accountability Bureaus ("RABs"). The RABs work consisted of investigations and the preparation of cases to pass over to NAB headquarters. NAB would then proceed to prosecute these cases. When it came to the RABs supporting NAB's headquarters and meeting NAB's requirements in relation to investigations in Pakistan, I was never aware of any problems or issues during my time as Chairman. Further, I never had any doubt about the commitment of the officers working in the RABs, and I disagree with Mr Forbes' speculations to the contrary.
- n. I take exception to the subjective remarks made about Mr Raja Raza Arshad in paragraph 12 of the letter, which appear to have made their way into paragraph 55 of Mr Tisdale's witness statement. Mr Arshad was absolutely dedicated and devoted to

the work of NAB. He had the conscience required to properly complete his tasks and he also had the intelligence to pick up what his job demanded of him and perform it properly. Given that Mr Forbes and Broadsheet were close to Mr Farouk Adam Khan and Mr Forbes reports Mr Farouk Adam Khan as despising Mr Arshad, it is possible that Mr Forbes' unpleasant and unjustified comments about Mr Arshad were influenced by Mr Farouk Adam Khan. I do not share those views.

- o. In response to Mr Forbes' statement that NAB did not allow him to meet the "*inquiry agents involved in the research of our priority targets*", I infer that he is referring to the primary investigating officers at NAB. Broadsheet was to work through its contacts at NAB and not directly with our individual investigators. Our work inside of Pakistan was not directly relevant to Broadsheet and they were not entitled to unbridled access to whoever they sought to meet. For these reasons, we did not permit direct contact, but we were always willing to exchange information where it would assist Broadsheet's investigations.
- p. Mr Forbes made certain recommendations between paragraphs 19 and 21 of his report. To reiterate, I was not interested in precisely how Broadsheet went about its work or what procedures it adopted to do so. I was interested in Broadsheet producing the results that it had promised it could achieve. Similarly, Broadsheet did not have any say in how NAB was run.
- q. Finally, in relation to paragraph 23 of Mr Forbes' report, I do not recall ever having to take any of my staff members to task for any type of information leak, and I do not recall any sensitive information being leaked during my time as Chairman.

Broadsheet's investigations

- 25. Mr Tisdale has referred at paragraph 129 of his witness statement to a report that he prepared for Broadsheet dated 31 October 2000. In that report he states that I interrogated Mr Hashwani in Pakistan and that an "eyes only" report to NAB was prepared. To be frank, I am not really sure what Mr Tisdale means by an "eyes only" report, although I assume he means a confidential report within NAB. In any event, I recall that Mr Hashwani came to the NAB offices on only one occasion, I, and a team of other people from within NAB, questioned him for approximately three to four hours. After that

interview, I do not recall preparing an "*eyes only*" report and I am not aware of anyone else preparing such a report.

26. The interrogation of Mr Hashwani was about his assets and his income tax payments. I do not believe that Mr Hashwani spoke about any assets held outside of Pakistan, and there would have therefore been nothing to report to Broadsheet. The reason why such a person would have been listed as a Broadsheet target was because we simply did not have sufficient information on Mr Hashwani at the time we listed him. We did not know for sure what his assets were or where he held them. This would have been something that we wanted Broadsheet to investigate further. I have no knowledge of any settlement being made with Mr Hashwani of any amount during my time as Chairman.
27. In relation to the investigations into Sultan Lakhani, which are mentioned by Mr Tisdale at paragraphs 166-177 of his witness statement, these were proceeding during my period as Chairman. We had suspicions that taxes had not been paid as well as bank loan defaults; however, we were just looking at his assets inside Pakistan and we were in the early days of investigating the situation.
28. I left NAB before Mr Nawaz Sharif was exiled from Pakistan. During my time as Chairman, we were pursuing numerous cases within Pakistan against Mr Sharif relating to his assets. We had nothing to do with the plane hijacking case, but were concerned only with the category of cases relating to corruption, money laundering and bank loan defaults. Our information on Mr Sharif varied in each case, but we were aware that his income tax returns did not match the assets that he owned. I have recently been shown the feasibility study into Mr Sharif entitled "Project Sapphire" at [Tab-8]. I do not recall having ever had sight of this document. It appears to me that if Broadsheet had concrete information that went beyond the information known to NAB, they should have shared it with us.

The Role of Mr Farouk Adam Khan

29. Reading paragraph 42 of Mr Farouk Adam Khan's witness statement was the first occasion on which I became aware that he began to work for Broadsheet as a consultant almost as soon as he left his position as the PGA. Subject to my comments in paragraph 24.d) above, I do not consider it to be appropriate to comment on the ethics or morality of this decision.

[Signature]

but it would explain some of the views that Mr Farouk Adam Khan has expressed in respect of the Broadsheet Agreement.

30. I would like to clarify that, contrary to paragraphs 36 and 37 of Mr Farouk Adam Khan's witness statement, I never resigned from my position as Chairman NAB; I was posted back to the army.
31. It is also important to address Mr Farouk Adam Khan's statement that, before my departure from NAB, I became frustrated by the interference of General Musharraf in the matter of investigations and consequential proceedings in Court conducted by the NAB. I can categorically deny that I ever experienced any direct interference at all from General Musharraf in any case or that I was frustrated by any actual interference from General Musharraf. To the contrary, I recall that when I asked Mr Farouk Adam Khan to open investigations against the Chaudhry's of Gujrat (namely Chaudhry Shujaat) an influential political family in Punjab and other related people, he queried whether we would be allowed to pursue these cases. My response was that we could pursue whoever we considered fell within our remit.

Typeographical error in my first witness statement

32. It has been drawn to my attention that at paragraph 29 of my first witness statement there was a stray reference to "(Page -*)". I confirm that this reference should be deleted from this sentence.

Statement of Truth

I believe that the facts stated in this witness statement are true.

Signed:

Lt. General (Rtd) Syed Muhammad Amjad

Dated: 23rd September 2015

IN THE MATTER OF THE ARBITRATION ACT 1996

AND IN THE MATTER OF AN ARBITRATION

CI Arb. Case No. 129120001

BETWEEN:

BROADSHEET LLC (IN LIQUIDATION)

Claimant

- and -

**THE ISLAMIC REPUBLIC OF PAKISTAN AND ITS
NATIONAL ACCOUNTABILITY BUREAU**

Respondents

EXHIBIT SMA-2

This is the Exhibit "SMA-2" as referred to in the Witness Statement of Lt. General (RTD) Syed Muhammad Amjad.

Dated this 23 day of September 2015

(Page no. _____ of Exhibit NAB no. 28) 1/3/2021 **Page 71-**Syed Jaffar **AFFIDAVIT**

I, FAROOK ADAM KHAN, OF (Village Amangarh, Tehsil and District Nowshera, Pakistan
MAKE OATH AND SAY:

1. I was appointed as the Prosecutor General, the chief legal officer, of the National Accountability Bureau ("NAB") in November 1999. I remained as the Prosecutor General, NAB till November 2009.

2. I confirm that NAB was the principal agency of the Government of the Islamic Republic of Pakistan charged with the responsibility of recovering assets which have been illegally obtained by past and current public servants and officials and used for their own personal benefit and the benefit of their family, friends and associates.

3. In my position of Prosecutor General (NAB) I had the responsibility of overseeing these asset recovery activities and working very closely, in this regard, with Lieutenant General Mohammed Amjad, the NAB Chairman, as his principal legal adviser.

4. Because of the complexity of the tasks and the sophistication of the often highly placed corrupt government officials, whose business dealing were international in scope, it was decided at one point to enter into Service Agreements with specific international companies and professionals and to assign to them, on a selective basis, the task of recovering assets which were, in one way or another the fruits of illegal activity, upon such terms and conditions as were agreed upon.

5. It became my responsibility to negotiate these agreements with the companies concerned and to finalize the contracts for the Chairman's approval, and signing on and on behalf of the President/Chief Executive of the Islamic Republic of Pakistan.

6. In the course of performing this duty, I recall that we entered into negotiations with Broadsheet LLC ("Broadsheet") a company domiciled in the Isle of Man. The negotiations, for Broadsheet were carried on by Dr. William F. Pepper, a Member of the Bar of England and Wales and an Attorney – at – Law in the United States.

7. I clearly remember the hours Bill Pepper sat on the other side of my table as we hammered out clause after clause of the agreement. At one point, I remember becoming slightly annoyed, if not offended, because, in the event of a breach, or the termination of the Agreement by NAB, he insisted on his clients having the right to continue to pursue designated asset recovery targets after a breach, so that they could seek the benefit of their expenditures even though the Agreement had been terminated. I asked him why he didn't trust us and he replied that he certainly trusted General Amjad and me, (as we had come to trust and respect him) but it was likely that we were not always going to be there administering the contract and working together. I saw his point of view, and later explained it to the Chairman NAB, who finally accepted Bill Pepper after considerable discussion.

8. It was a clear benefit to NAB and the Government that the Agreement that I was able to negotiate a pure contingency arrangement for the services to be provided by Broadsheet. In fact the action cost NAB nothing other than access to our own intelligence files and some office space (of which we had ample supply) for Broadsheet's on site team (consisting of foreign and local staff) which was placed there for the duration and available to me and NAB staff on a daily basis. Broadsheet was responsible

Page 1 - 15

(IN THREE PARTS OR MORE)

[for all of the costs and expenses for the world wide asset searches and recovery activity. In consideration for this effort and these expenditures Broadsheet was entitled to receive twenty percent (20%) of funds actually recovered and received by NAB.

9. During my tenure, I know that Broadsheet actively and conscientiously tried to fulfil all of its obligations under the Agreement. In one case, I remember, they pursued Admiral Mansoor Ul Haq, the former Chief of Naval Staff, for the Pakistan Navy, who had been involved in a multimillion corrupt action. As I recall, he was allowed, in the first instance, the civil and criminal claims against the Admiral were eventually settled by the Government, for a fraction of the amount owed. He returned \$7,500,000 and Broadsheet was paid its fee although the Company, rightly believed that the settlement was far too low.

10. I know, however, without doubt that the primary target of Broadsheet was former Prime Minister Nawaz Sharif, members of his family, and upwards of nearly 109 associates, who came from some of Pakistan's wealthiest families. I recall, that the ill begotten assets of Sharif and his family members and associates were minimally put at one billion US dollars. I cannot precisely remember the estimate value of the assets of the other Sharif related targets but since they were amongst Pakistan's wealthiest families, I would conservatively believe that they added substantially to the asset value of the Sharif group. With respect to only these Sharif targets, then, I imagine that if Broadsheet had been allowed to continue its work, and be successful, its entitlement would have been very substantial.

11. I know that the vast illegally obtained wealth of this group not only resulted from, amongst other schemes, kickbacks from various public construction contracts, skimming off the top and overcharging on imports but also from huge loan defaults from State banks. We all knew that the bulk of funds were hidden overseas and that the uncovering of those accounts and investments, held in nominees and alter ego names would take considerable time to locate and seize. Therefore, the breach of the Agreement in 2003, after General Amjad and I had departed, and only three years after the Agreement was signed, was clearly timed to frustrate the culmination of the work and caused major damage to Broadsheet's efforts.

12. General Amjad and I had resigned our respective offices, due to unacceptable prevailing circumstances, before the decision to unlawfully terminate the Agreement was handed down probably by General Pervez Musharraf himself for whatever political, or personal, reason he had.

13. I know that to the best of my recollection and knowledge and belief that there was no legally defensible justification for NAB and Government to terminate the Agreement. By that time, 2003, General Musharraf had taken all power unto himself and was, in fact, contravening and ignoring the Constitution and the Laws of the land. He was, in fact, functioning as a Dictator and the unjustified termination of the Broadsheet Agreement was only one of numerous illegal acts he committed. I know that Broadsheet, often under difficult operating conditions fulfilled its obligations under the Agreement and provided valuable services to NAB and The Government of Pakistan in its anti-corruption policy. It was Broadsheet that was betrayed by the decision of Musharraf to make deals with guilty parties. I attach hereto, as Schedule 1, an accurate report of my efforts to criminally prosecute Nawaz Sharif whilst Broadsheet was pursuing his assets obtained through corruption.

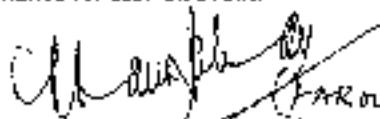
General Musharraf frustrated all of these civil - Broadsheet - and criminal efforts by making a deal with Sharif, allowing him to go to Saudi Arabia. I believe at that time that certain domestic Assets of the Sharif group were seized by the Government, independent of NAB, and although Broadsheet was entitled to compensation, none was paid.



14. I deeply regret the breach of the Agreement by NAB and the Government of Pakistan, particularly because we, in those early days at NAB saw an opportunity to utilize necessary professional skills to spearhead an effort to begin to address the problems of endemic corruption which, if anything, is worse today. This could also have a first step toward accomplishing the movement to re-distribute wealth from an isolated elite to our impoverished masses.

15. I know that these efforts and goals were frustrated by many actions such as that which befell Broadsheet.

16. I can support, as just, the action by Broadsheet to obtain proper recompense and satisfaction for having suffered this unwarranted breach. Aside from Broadsheet obtaining justice, perhaps there will be a ripple down effect that will benefit the conduct of public policy in my native land. We have long waited for such an event.


 (Farouk Adam Esq)

SWORN before me this 22nd day of August, 2010

Mohamed Asif Kutub

Solicitor



SCHEDULE I.

(4)

IN THE MATTER OF THE ARBITRATION ACT 1996

AND IN THE MATTER OF AN ARBITRATION

Ct. Arb. Case No. 12412001

BETWEEN:

BROADSHEET LLC

Claimant

- and -

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
AND ITS
NATIONAL ACCOUNTABILITY BUREAU

Respondent

WITNESS STATEMENT OF FAROUK ADAM KHAN

I, Farouk Adam Khan, of Amangher, District Nowshera, Khyber Pakhtunkhwa, Pakistan,
WITNESS AS FOLLOWS:

1. I am a lawyer, and was Prosecutor General of the National Accountability Bureau of the Islamic Republic of Pakistan (the 'NAB') from November 1999 to November 2001.
2. Except where indicated to the contrary, the facts and matters stated in this witness statement are within my own knowledge. Where the facts and matters stated are not within my own knowledge, they are based upon documents and information supplied to me and are true to the best of my knowledge.
3. Qualifications
Having been awarded a Bachelor of Laws (LLB) degree by the University of Peshawar, I was admitted to the Bar as a practicing advocate in 1982. In 1985, I was enrolled as an Advocate of the High Court, and was subsequently admitted to appear and practice before the Supreme Court of Pakistan in 1998. During my career as a lawyer, I conducted a number of cases before the District and Sessions Judges, High



Courts and the Supreme Court of Pakistan. Unfortunately, at present, I am no longer able to practice law because of my cardiological health and very limited mobility.

II. Establishment of the National Accountability Bureau and my Appointment as its first Prosecutor General

4. After he had seized power in October 1999, General (as he then was) Pervez Musharraf set up the NAB, and asked Lieutenant-General Syed Mohammad Ajayd to be its first Chairman. The NAB was intended to be the principal anti-corruption agency of the Government of the Islamic Republic of Pakistan.
5. At that time, I was a lawyer practising in the Supreme Court. Although I had never met General Ajayd prior to working with him at the NAB, I knew of him on account of his reputation in the military, which was excellent.
6. As the NAB was an entirely new organisation, one of General Ajayd's first tasks as Chairman was to appoint a team to assist him in fulfilling the NAB's mission. I was invited to General Ajayd's office for an introductory meeting. We discussed the formation of the NAB and its purpose, and even talked about the role of Prosecutor General. He asked if I would serve as his Prosecutor General and I accepted. This was in early November 1999.
7. At first, my appointment as Prosecutor General was not for any set period of time. However, when proper contracts were drawn up it was decided that I would serve an initial term of one year, with my appointment being renewable at the Chairman's pleasure.

III. My responsibilities as Prosecutor General

8. As Prosecutor General, I was responsible primarily for the NAB's prosecutions and provided legal advice to support those efforts when required.
9. I was supported at the NAB's Head Office in Islamabad by three other lawyers and various assistants. In addition, there were four Deputy Prosecution Generals who ran the NAB's regional offices in the four provincial capitals: Peshawar, Lahore, Rawalpindi and Quetta. Most of the NAB's investigations were based in those regional offices.



10. The regional offices would refer to me the evidence their investigation had collected and set out the potential prosecutions they wished to pursue. It was my job to review the evidence they had collected and to determine whether the NAB had prosecutable evidence to file in reference against an accused.
11. In my first weeks as Prosecutor General, I was directed to draft a National Accountability Ordinance. To assist with this task, I examined previous anti-corruption Ordinances, considered similar international laws, and also sought external advice from my contacts within the Pakistan legal community. I submitted a draft of the Ordinance to General Arif Alvi for his review; then – after it had been discussed, and various amendments made – General Arif Alvi submitted it to Law Minister, and then General Musharraf for his approval. The finalised Ordinance was promulgated [sic] that same month, in November 1999. During the following years, this Ordinance was amended repeatedly in several pathways.
12. Although the NAB was not a military organisation, its senior staff was primarily composed of army officers.
13. The NAB's targets were often highly placed government officials, whose affairs were extremely complex and international in scope. The NAB's mission – to investigate and ultimately unravel these networks – was correspondingly difficult. It was therefore decided quite early on that it would be beneficial for the NAB to get help from external companies with expertise in investigations and asset recovery. Indeed, once the NAB's existence and purpose became well known, a number of overseas companies approached us to offer their services and help recover misappropriated assets.
14. General Arif Alvi authorised me to meet with some of these representatives and discuss how they might work with the NAB. General Arif Alvi expressly instructed me that a "red line" in the NAB's negotiations position had to be that the NAB would not pay any of the companies' expenses, nor would it make any advance payments. Rather,



the practitioners would have to agree to work with the NAB on a solely contingent basis¹

IV. Meetings with Dr William Pepper and his associates

- 15. My first involvement in the negotiations leading up to the agreement the NAB signed with Broadhurst LLC ("Broadsheet") on 20 June 2000 (which agreement I shall refer to from now on simply as "the Agreement") was in March 2000 as I recall.
- 16. On 11 March 2000, I received a letter from a company named Treuvenus proposing a joint venture with the NAB². I believe I may also have met with Ghazanfar Sadiq Ali, a representative of Treuvenus, around this time.
- 17. At some point in the first half of March 2000 I also travelled to London via Geneva, Switzerland, and Lyon to attend various meetings. In Lyon I met with officials of Interpol, to investigate how the NAB might arrange for certain persons to be placed on Interpol's watch lists, with a view to apprehending and sending them back to Pakistan.
- 18. In London, I held various meetings at the High Commission for Pakistan, and with the High Commissioner. I also recall meeting with an assistant to the British Home Secretary to discuss extradition arrangements between the Pakistan and the UK. While in London, I also met with Dr William Pepper, whom I understood to be a lawyer representing Treuvenus. Following that meeting Dr Pepper wrote to me directly on 22 March 2000 to discuss the summary terms the enforcement of judgments issued in the courts of Pakistan.³
- 19. During the weeks following my trip to London I had a number of meetings with Dr Pepper and Farid Faizul Malik (whom I understood to be an associate of Dr Pepper and Mr Sadiq Ali) and discussed with them the terms upon which the NAB would be prepared to engage an overseas company's services.

¹ Corruption centre of economic crisis, THE NATION (SHL0007121)(C-1)

² Letter from Treuvenus Co. LLC to Faruk Adam Khan, dated 11 March 2000 (NAH10001)(C-2)

³ Letter from William Pepper to Faruk Adam Khan, dated 22 March 2000 (BRT100190)(C-3)

- 20 Following on from those discussions, I helped arrange for General Amjad to travel to Denver to meet with representatives of Travelex to explore the possibility of an agreement. General Amjad travelled to Denver himself so that he could meet the people the NAB would be working with. On 7 April 2001, I wrote to Tobayrols to confirm General Amjad's availability to visit Denver later on that month, and sought to confirm arrangements for the visit to Denver.¹
- 21 Although I did not accompany General Amjad to Denver, when he returned to Pakistan he gave to the principal officers of the NAB a brief summary of the discussions he had held with representatives of Travelex and the discussions they had had. General Amjad reported that he was satisfied with the results of his trip, and that he thought the representatives of Travelex whom he had met appeared to have the necessary capability to help the NAB with its mission.
- 22 After General Amjad's trip to Denver, I recall that a draft of the Agreement was prepared and submitted to the NAB for our consideration. As described in my letter to Lieutenant-General Munir Hafeez dated 9 December 2001 (the context of which I explain below at paragraphs 44-45), the NAB then reviewed that draft.²
- 23 I recall that I intended a series of meetings with Dr Pepper and Mr Malik in which we negotiated and finalised every clause of the Agreement. I recall, in particular, Dr Pepper's insistence that – if the NAB were to either breach or terminate the Agreement – his clients must nevertheless retain the right to continue to pursue targets already registered under the Agreement. I understood Dr Pepper's rationale, but I passed his request on to General Amjad and explained the reasoning behind it. General Amjad was initially reluctant to agree to such a term, but after much discussion, he eventually allowed its inclusion in the Agreement.
- 24 A draft version of the Agreement was also sent to the Attorney General and the Finance Minister of Pakistan for their approval, and to allow their views to be

¹ Letter from Faruk Adam Khan to Rajesh Rudman, dated 7 April 2001 (BRD/0702) (C-1)

² Letter from Faruk Adam Khan to Lieutenant-General Munir Hafeez, dated 9 December 2001 (BRD/0177) (C-3).

considered and any comments they had about the terms of the Agreement incorporated if necessary.

25. Once a draft of the Agreement had been agreed by Dr Pepper on behalf of his clients and General Amjad had given his approval, General Amjad asked a committee of senior officials from the NAB to review its terms. General Amjad formed this committee specifically for this purpose.
26. There followed a series of meetings in which General Amjad and I, together with Dr Pepper, Mr Malik and Mr Sadiq Ali, talked this committee through the Agreement, and explained the meaning and purpose of its terms to them. I believe those meetings began in late May and concluded only in June, at which point the committee gave their approval.
27. Once the committee had given us permission to proceed, I sent the finalised draft of the Agreement to the Ministry of Law, Justice and Human Rights of the Government of Pakistan for their approval. On 19 June 2000, I received a Letter from Mr Ghulam Rasool,^a Joint Secretary of the Ministry, authorising General Amjad to sign and execute the Agreement.^b The Agreement was countersigned on the following day.
28. A few different company names appear in the correspondence prior to the signing of the Agreement. I have seen letters on "QSA Investment Corporation Limited" headed paper dated 27 October 1999 and 10 November 1999 sent by Mr Malik to Chairman Amjad.^c I do not recall that I was given copies of those letters as Prosecutor General NAB.
29. Ultimately, we signed an agreement with Broadstreet. However, although I can recall the individuals involved in the negotiations quite clearly (especially Dr Pepper and Mr Malik), I cannot remember any specific details about the corporate entities. In particular, I do not recall at what point in the negotiations Broadstreet replaced

^a Letter from Ghulam Rasool, dated 19 June 2000 (BRIDB0253) (C-1).

^b Letter from Tariq Tawar Malik to Lieutenant-General Syed Mohammad Arbab, dated 27 October 1999 (BRIDB0153) (C-1); Letter from Tariq Tawar Malik to Lieutenant-General Syed Mohammad Arbab, dated 10 November 1999 (BRIDB0159) (C-2).

Changes in drafts of the Agreement we were discussing with Dr Pepper and his associates, nor do I remember why the change was made.

V. Why we contracted with Broadsheet?

30. The principal reason we signed the Agreement with Broadsheet was due to Dr Pepper. In addition, Mr James and their associates were prepared to negotiate a contingency arrangement, with an entitlement to be paid arising following recovery of assets from targets specified under the Agreement. No other company we spoke to was prepared to give us this concession right from the start of negotiations. As I have mentioned already, General Amjad had stated very early on in the tender process that it was a priority for the NAB to secure the inclusion of this term in any agreement with a foreign company.
31. Indeed, General Amjad gave an interview in May in which he stated that "As a matter of principle, we have decided not to spend foreign exchange in case of the firms which cannot play any role in recovering it."⁶ I also made reference to this issue in my letter to General Hailex dated 9 December 2001, in which I wrote that "the Chairman NAB directed that we would only consider those companies who would accept our basic condition that we would NOT invest any money whatsoever by way of expenses or make any advance payments. The basic requirement was that any agreement had to be on a 'contingency basis'."⁷
32. I remember meeting representatives of another asset recovery company, called Kroll, after they had expressed interest in assisting the NAB with its mission soon after I had started work at the NAB. In contrast to Broadsheet's acceptance of a contingency arrangement, they immediately began to talk about how much money they would wish to be paid in advance. Kroll demanded that the NAB pay their preliminary expenses upfront. This demand for advance payment was rejected.

⁶ Copyprint code of conduct 2000, THE NATION (B1D002101 (C-1))

⁷ Letter from Faqir Adam Khan to Lieutenant-General Major Hailex, dated 9 December 2001 (B1D011921 (C-5))



33 It was clearly beneficial to the NAB that payment for Broadsheet's services under the Agreement was to be on a purely contingent basis. Indeed, the only cost to the NAB was providing Broadsheet access to our own intelligence files and also allocating their team some space in our offices in Islamabad.

VI. Recollection of my time at the NAB after the Agreement had been signed

34 After the Agreement had been signed, I did not have as much contact with Broadsheet as I had during the negotiation phase, because I was very busy with my other responsibilities as Prosecutor General. I only remained at the NAB for a few months after the Agreement had been signed, so I was not there to see the majority of Broadsheet's performance under the Agreement.

35 In July 2008 I was interviewed by Salma Iqbal Khan of Newsline.¹⁰ Ms Khan asked me about Chairman Ajaj's independence to act as head of the NAB, and his relationship with General Musharraf. My response was as follows: "I've never seen a man as comfortable in his job as General Ajay. There is no interference at all, and this is a reflection of the trust and confidence General Musharraf has reposed in the latter."¹¹ At the time of the interview, I believed those words to be true. As a later statement to the press makes clear, however, I have since taken a different view. In November 2007, I was interviewed by Carlotta Gall and Jane Perlez of the New York Times for an article in which they addressed General Musharraf's resignation from the army.¹² The article correctly records my belief that after his first year in power, during which General Musharraf did attempt to deal with corruption in Pakistan, he was forced to soften his approach to such abuses due to political pressure.

36 In August 2010, General Ajaj submitted his resignation, and announced his departure to the staff at the NAB.

¹⁰ Salma Iqbal Khan, *We are not in the business of negotiating*, Newsline (July 2008) (BBI00216) (C-4)

¹¹ *Ibid* at 5.

¹² Carlotta Gall and Jane Perlez, *For Musharraf, Retired Power as the President*, N.Y. TIMES (29 November 2007) (C-4).



37. I believe, based on my conversations with him prior to his resignation, that General Amjad became frustrated by the interference of General Musharraf in the matter of investigations and consequential proceedings in Court conducted by the NAB.

VII. My resignation as Prosecutor General

38. I decided to resign my position as Prosecutor General of the NAB as soon as General Amjad had announced his departure to the staff.
39. In a letter dated 2 September 2000, I wrote to General Amjad and requested that he accept my resignation. As I explained in that letter, I felt it was appropriate to also advise and allow General Amjad's replacement to form his own team.¹²
40. My resignation request was placed in abeyance, however, and went before the incoming Chairman, General Misqbal, for his determination. I continued working at the NAB, therefore, until the one year term of my contract had expired early in November 2000. At that point General Misqbal informed me that he had decided not to renew my contract, and he accepted my resignation. Raja Muhammad Basir was appointed as Prosecutor General. In due course,

VIII. Development with the NAB and Broadsheet after my departure

41. After my departure from the NAB, I continued to have some occasional involvement with the NAB and Broadsheet:
42. I met with Mr Malik in December of 2000 and January of 2001 and agreed to act has a consultant for Broadsheet by giving them advice regarding its dealings with the NAB on an ad hoc basis.
43. In February 2001 Mr James asked me to provide him with an opinion regarding certain terms of the Agreement.¹³ I wrote two letters in response to his request. The first dated 12 February 2001 and then a second dated 1 March 2001.¹⁴ I have copied

¹² Letter to the NAB Chairman from Farouk Adam Khan, dated 2 September 2000 (C-11).

¹³ Letter from Jerry James to Farouk Adam Khan (BRD020471) (C-18).

¹⁴ Letter from Farouk Adam Khan to Jerry James, dated 12 February 2001 (BRD01162) (C-11); Letter from Farouk Adam Khan to Jerry James, dated 1 March 2001 (BRD00854) (C-14).

those letters and do not have anything to add to what I wrote: the letters speak for themselves.

44. Towards the end of 2003, General Maqbool was replaced as Chairman of the NAB by General Hafeez. Upon taking office, General Hafeez called me in to the NAB for a meeting, as he wanted to understand the history of the Agreement. In particular, he told me that he had become aware of certain allegations that the negotiation and signing of the Agreement might have been the subject of some underhand dealings, and asked me to clarify how the NAB came to sign the Agreement with Broadstreet. I wanted to allay his concerns, so I explained to him the genesis of the Agreement, as I have described above.
45. After my meeting with General Hafeez, however, I was worried that he might have found parts of our conversation unclear, so I considered it prudent to put my thoughts into writing. I therefore wrote to General Hafeez in a letter dated 9 December 2004.¹⁶ Again, I have re-read that letter, which is clear beyond doubt.
46. The only clarification I would offer regarding my letter dated 9 December 2004 is that I do not have direct knowledge of the investigations of and eventual settlement with Admiral Munawar Ul Haq. My comments in the letter concerning that matter would have been based on information passed to me by officers of the NAB or by representatives of Broadstreet, so I am not in a position either to confirm or deny their truth.

IX. Affidavit dated 22 August 2010

47. In 2010, I submitted an opinion regarding the dispute between Broadstreet and the NAB in the form of an affidavit. My health was in an extremely bad state at that time. Indeed, I have struggled with poor health for quite some time. My first serious medical issue came in the late 1980s when I had to undergo open-heart surgery. More recently, not long after my departure from the NAB, I was diagnosed with and treated for prostate cancer. In 2005 I had two stents placed in my heart, and was able

¹⁶ Letter from Faruk Adar Khan to Lieutenant-General Muazz Hafeez, dated 9 December 2004 (BRD01172) (C-5).



recovering from the surgical procedure throughout 2010. In retrospect, I realise that I was not, as a result of my medical condition, in a sufficiently strong state at that time to focus properly on preparing a detailed account both of my time in the NAB and other relevant matters.

- 48 Although I am still struggling with my health (my mobility is limited, in that I can hobble only very short distances with the aid of a walking stick, and my cardiologist has advised me against travelling too often or too far), I am certainly in much better health now than I was in 2010. Moreover, in preparing this statement, I have been able to refresh my memory of the relevant period of time by reviewing certain relevant and pertinent documents that have been provided to me.
- 49 Having re-read my prior affidavit, I realise that although I would be happy to reiterate the substance of much of it, certain parts are unclear or speculative. For example, as I have already mentioned above at paragraph 46, I do not have any direct knowledge of the settlement with Admiral Uli Flug. My comments about that matter at paragraph 9 of my affidavit are based upon general pieces of information I heard.
- 50 In the affidavit I have made references to Miss Nawar Sharif which such references are either speculative or based on rumours and gossip. I had no direct knowledge of these transactions as I had left the NAB by then.
- 51 In light of the above, I make this statement with the intention that it should replace my prior affidavit. To the extent that there is any difference between them, this statement should take priority.



STATEMENT OF TRUTH

I believe that the contents of this witness statement are true.

Signed:



Date:

11 July 2015

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Page 1 — 15


(M. UMAR DRAZ RANDHAWA
Adar Director
National Accountability Bureau
Islamabad)

Against Chief Executive's Secretariat
National Accountability Bureau
Islamabad

Subject: Agreement with Trouvons for recovery of assts illegally held by the Pakistanis abroad

1. Negotiations are being held with a USA based company Trouvons for concluding an agreement to recover assets illegally held by Pakistanis abroad. The firm through its on efforts would trace these assets and get them legally transferred to Pakistan and would in turn, charge a percentage of the amount thus transferred.
2. As directed by Mr. Farouk Adam Khan, Prosecutor General I held discussions with two members of the company presently in Pakistan. The following plan of action prepared by us is placed below for approval of the Chairman :-

a) Target Identification

It has been decided that NAB would provide the list of all those Pakistanis who are suspected of having their assets stashed in foreign lands. For this purpose these individuals would be categorized in three categories:

i) Corrupt Elements

Placed at Annex-A is the list of persons allegedly involved in corruption and corrupt practices. It also includes the names given by the Chairman to the press of those politicians having accounts running into millions of dollars.

ii) Loan Defaulters

The State Bank of Pakistan publishes upto date list of loan defaulters on quarterly basis. Deputy Governor, State Bank was requested to provide us the list of top 25 loan defaulters which is placed at Annex-B.

iii) Public Fraud

Securities & Exchange Commission (formerly Corporate law Authority) was requested to furnish



~~✓~~

the list of 25/30 persons allegedly involved in corporate fraud. The list is placed at Annex-C.

b) **Provision of Information**

Once the lists have been approved by the Chairman all the information presently available with the NAB will be provided to the firm. Additional information required would be gathered from the other concerned agencies.

c) **Legal Back Up**

For initiating any legal action against the Pakistanis holding assets abroad illegally, the firm is interested to have evidence for their being involved in corruption and corrupt practice, corporate fraud or loan default. This information can be categorized in the following sequence:-

1. Where the accused have been convicted of corruption, corrupt practice, loan default or public fraud and appeals finalized.
2. Where they have been convicted but appeals are pending.
3. Under trial cases.
4. Under investigation cases
5. Under probe cases.

The firm is interested to have any type of evidence against these people but would prefer to start with C(1).

d) **Strategies**

After obtaining the names of the targeted individuals, the firm would start its own investigations and try to identify their assets. Once identified the firm would get these assets frozen in the foreign Courts. Afterwards the firm would go for out of court settlement with the accused in the first instance. Failure in out of court settlement would lead to arbitration or legal proceedings in foreign countries. For all these actions, the firm would like to

(33)

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have some sort of legal proceedings also initiated within Pakistan.

e) Logistics

The firm have been promised space in this building where they would establish their office, install their own computers and employ the personnel.

3. Actions to be Taken

i) ✓ As suggested by me in my earlier note before concluding the agreement, the Chairman should get it vetted by the Ministries of Law and Finance.

We can discuss this
Chairman is requested to approve the lists of persons at Annex-A, B & C for handing over to Trouvons. He is also requested to add or delete the names in the lists.

ii) ✓ *Cos* Chairman is requested to direct the concerned officers to reserve Room No:336-B & 337-B for establishment of office by M/s Trouvons.

iii) ✓ Keeping in view the sensitive nature of the operation it is requested that utmost secrecy be maintained and in no case any information regarding the actions being taken are divulged to any unauthorized person, particularly to the press.

Shahid Raja
(SHAHID HUSSAIN RAJA)

Joint Secretary

26.5.2000

4. Prosecutor General Accountability

5. Chairman

6. DGA

7. Cos

Agreed.
However, may I advise the need for immediate action as everyone begins to fear that time is of the essence

Chief Executive's Secretariat
National Accountability Bureau
 Islamabad

Note for The Chairman

Subject: Agreement with Broadsheet for recovery of assets illegally held abroad by Pakistanis.

¶ A number of Pakistanis involved in corruption, drug trafficking, corporate fraud and other such corrupt practices have stashed their ill gotten wealth overseas in the form of bank accounts or other assets. Because of paucity of financial and professional resources GOP is not in a position to trace and recover such assets. It was therefore decided to engage the services of a company specializing in undertaking such activities. Consequently the Chairman held negotiations with a few companies during his visit abroad and selected a company by the name of Broadsheet (formerly known as Trouvons) which submitted a draft Agreement. A meeting was held in the Conference room of NAB on 30th May, 2000 to discuss the said agreement with Broadsheet. The following attended :-

1. Lt. Gen. Syed Muhammad Amjad,
Chairman, NAB
2. Mr. Ahmed Javed Shah,
Director General (I&M)
3. Mr. Farouk Adam Khan,
Prosecutor General Accountability
4. Mrs. Iftikhar Mehdhi,
Dy Prosecutor General Accountability
5. Mr. Azad Muhammad Awan,
Director General (Law)
6. Mr. Shahid Hussain Raja,
Joint Secretary, NAB

7. Miss Madina M Khan,
Legal Consultant

Q The participants were provided copies of the draft agreement placed at Flag-A and it was read clause by clause in the meeting and further modified. Amended draft is placed at Flag-B. It was decided during the meeting that the amended Agreement be handed over to a corporate lawyer for drafting. In this connection the following names were suggested by the participants of the meeting :-

- i. Mr. Justice (Retd) Shafi-ur-Rehman
- ii. Mr. Mohsin Tayyab Ali, Advocate, Supreme Court of Pakistan.
- iii. Mr. Muhammad Azam of Azam Associates.

10. Chairman is requested to indicate a corporate lawyer, who would draft the agreement which would then be sent to the Ministry of Law for vetting and to the Ministry of Finance for concurrence.

11. Submitted for information/approval.

Madina M Khan
2.6.2000
(Madina M. Khan)
Legal Consultant

12. Joint Secretary (Mr. Shahid Hussain Raja)

Shahid Raja
2.6.2000

13. Prosecutor General Accountability

AMUL 26/6/2000

14. Chairman I am in no position to do so. Please pick one of these.

15. P.G.A.

Matters discussed in detail, and
Draft Agreement prepared

2/6

- 26
- (Sub)
16. This file pertains to the conclusion of an agreement with Broadsheet for recovery of assets illegally held abroad by Pakistanis. For background kindly peruse Para 1-15 N/ante.
17. Final draft of the Agreement is placed at Annex-C. As decided by the Chairman vide his orders in para-3-N/ante, the draft is to be vetted by the Ministry of Law & Justice and approved by the Ministry of Finance
18. Subject to the Chairman's approval, the draft may be sent to concerned Ministries for vetting/concurrence.
19. For orders please.

Madina M. Khan
(Madina M. Khan) 15-6-2000.
Legal Consultant

Joint Secretary (NAB)

20. As desired by the Chairman, a briefing regarding NAB's overseas operations was given to the representatives of Broadsheet in the Conference Room on 14-06-2000. However they were not informed about the Defence cases. Secondly it was made clear to them that this briefing and later on handing over the relevant documents is meant only as a background for their efforts to trace the assets outside Switzerland because allowing them to carry out any asset tracing exercise by them in Switzerland would jeopardize our interests. They understood the message.

21. Submitted for information and approval of Chairman for sending the draft Agreement to the Ministry of Law for vetting and to the Ministry of Finance for concurrence.

Shahid Raja
(Shahid Hussain Raja)
Joint Secretary

Prosecutor General Accountability

22. First draft prepared and accepted by Dr. Pepper on behalf of Broadsheet / Troovous. It still needs to be finalised. *15.6.2000*

*Shahid Hussain Raja
15/6/2000*

Chairman

✓

23. This file pertains to the execution of an agreement between NAB and Broadsheet for identification, recovery of assets illegally held abroad by Pakistanis. For background kindly refer to Para 1-22/N.

24. After the meeting held on 30th May, 2000 the file was submitted to the Chairman through PGA for his approval, for the following 3 actions :-

- a. Legal drafting by a corporate lawyer.
- b. Vetting by Ministry of Law.
- c. Concurrence of Ministry of Finance

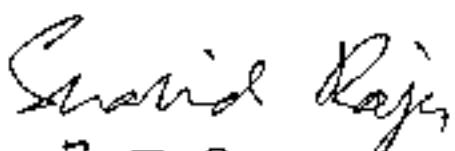
25. However due to urgency it was decided that the legal drafting would be done by the lawyers of NAB. Consequently the PGA/Legal Wing of NAB drafted the agreement and it was sent to the Ministry of Law and Justice. The Ministry vide their letter placed at Flag-A, authorized the Chairman, NAB to sign and execute any agreement with M/s Broadsheet LLC of P.O. 66, Suit 1, Empress House, Empress Drive, Douglas, Isle of Man, IM 99 IEE, British Isles, on behalf of the President of Islamic Republic of Pakistan.

26. The Agreement was signed between the parties on 20th June, 2000 (Flag-B). Its copies are being sent to the Ministries of Finance, Law and to the Principal Secretary to the Chief Executive for information.



Madina M. Khan 3.7.2000
Legal Consultant (Overseas Ops)

Joint Secretary (Overseas Ops)

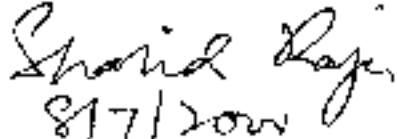


3.7.2000

D.G.(M) Raja 4/7/2000

P.G.A. 6/7/2000 Place other documents in this file

Chairman:



Shaukat Raja
8/7/2000

Madina M. Khan + L. Khan

File No. 22-00-0001/2000
Date 3-7-2000
F.Y. 2000-01
Page No. 3
Subject: CRI Investigation
By: D.G. (M)
D.P. 2460
Dr. No. 4/7/2000
Procedure General Accountability

gB

NATIONAL ACCOUNTABILITY BUREAU
Islamabad

Note for the Chairman

2.2 A list of names was provided to M/s Broadsheet by the Chairman NAB for investigation into their assets/accounts on 17th June, 2000.

2.2 As per terms of the agreement, individual and specific power of attorney is required to be provided to M/s Broadsheet for each of these individuals. Clause 3 of the agreement reads as follows:

"Broadsheet agrees that upon receipt of information by NAB regarding the registered persons / entities, they shall use their best efforts, at all times, to recover the subject assets in respect of which it will be given a Special Power of Attorney in the form attached hereto as Schedule 2".

3.2 Accordingly submitted herewith are seventeen (17) Powers of Attorney for Chairman's approval and signatures

Madina M. Khan

Madina M. Khan
Legal Consultant (Overseas Ops)

Director (Overseas Ops)

D. H. J. [Signature]
9.8.2000

*DG (Engt) [Signature]
9.8.2000*

*P.G.A. [Signature]
a/c*

Chairman [Signature]

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:-8:-

File No. _____
Sheet No. _____Overseas Operations Section

<u>Serial</u>	<u>Contents</u>
---------------	-----------------

<u>Subject:</u>	<u>Powers of Attorney</u>
-----------------	---------------------------

- 30 A list of names was provided to M/s Broadsheet by the Chairman, NAB for investigation into their assets/accounts.
- 31 As per clause 3 of the agreement, individual and specific power of attorney is required to be provided to M/s Broadsheet for each of these individuals. Clause 3 1 of the agreement reads as follows :-
- " Broadsheet agrees that upon receipt of information by NAB regarding the registered persons / entities, they shall use their best efforts, at all times, to recover the subject assets in respect of which it will be given a Special Power of Attorney in the form attached hereto as Schedule 2".
- 32 Accordingly submitted herewith are 51 (Fifty One) Powers of Attorney for Chairman's approval and signatures.

Madina M. Khan
Legal Consultant

Director (Overseas)

Director General (I&M)

for express

29/11/2020

D.Y. CHAIRMAN *UR*
29/11

Chairman

263

Agent Sevd

Ali Sibtain Hazli
ADVOCATE SUPREME COURT OF PAKISTAN

No.Ehtesab/Interclaim/99/1

October 11, 1999

Mr. Khalid Aziz,
Additional Secretary,
ACC,
Prime Minister Secretariat,
Islamabad.

**Subject: PROPOSED CONTRACTS WITH FOREIGN COMPANIES FOR
TRACING OUT AND TAKING APPROPRIATE LEGAL ACTION
REGARDING PROCEEDS OF CORRUPTION LYING IN
FOREIGN JURISDICTIONS**

Dear Sir,

1. Copies of two separate proposed contracts with the Government of Pakistan and
 - a) M/s Interclaim Holdings Ltd. ("Interclaim")
 - b) M/s Trouwens Company LLC ("Trouwens")

have been forwarded to me for my opinion

2. The contract with the Interclaim has the following features which call for appropriate consultation with other ministries of the Government:
 - a) The contract requires execution of a power of attorney on behalf of the Government of Pakistan in favour of foreign entities.
 - b) It requires (clause 3.1(b)) a legal opinion from the Attorney General of Pakistan/the Minister of Law that the contract shall represent a binding agreement viz-a-viz the Government of Pakistan.
 - c) The contract involves opening of a bank account abroad in the name of Government of Pakistan.

815/3

Ali Sibtain Fazl

ADVOCATE SUPREME COURT OF PAKISTAN

- d) The contract involves sharing of money recovered in the name of the Government of Pakistan with others.
- c) The contract subjects GOP to foreign laws and courts, with waiver of sovereign immunity.

The Trouvon's contract also has some of the above features. Under these circumstances it is extremely important that "Rules of Business" must be followed and concerned ministries/divisions should be consulted for their comments. These ministries could be the Ministry of Finance and the Ministry of Law. In particular the Attorney General of Pakistan and the Law Minister also need to be consulted since legal opinion from either of them is required under the Interclaim contract.

3. As regards the particular provisions of the above contracts our opinion is as follows.

INTERCLAIM

- a. Under Article 173(3) of the Constitution, contracts involving the state have to be in the name of "Pakistan" acting through the President or his authorised nominee. The contracting party, therefore, cannot be the "Government of Islamic Republic" of Pakistan but the Islamic Republic of Pakistan acting through the President (who shall execute the contract through the appropriate authorised officer).
- b. Since the Primary Territory i.e "USA, its territories and possessions" have been placed (vide clause 4.8) within the exclusive control of Interclaim, therefore, this territory should specifically be excluded from the Trouvon's agreement.

✓ ✓

Ali Sibtain Hazli

ADVOCATE SUPREME COURT OF PAKISTAN

- c. Clause 4.9 states that GOP agrees to prosecute the "Primary Legal Proceeding" for seeking "money judgment" against persons responsible for a minimum value of USD 500 million.

As far as I am aware no proceedings in Pakistan have been filed against Benazir Bhutto and Asif Ali Zardari for any "money judgement". All cases are criminal cases which may result in fine and forfeiture but no "money judgment" as such.

- d) Clause 6.2 (e) contains a representation and warranty from GOP that the agreed principal amount owing to GOP in connection with "Obligations" is not less than USD 500 million. The GOP has to keep in view that this representation must have a sound and definite basis. If it turns out to be a mere assertion, GOP could be held liable for false representation.
- e) Clauses 11 & 12 of the Agreement visualize that initially it shall run for a period of three years, extendable (depending on the circumstances) for a period of another three years. Regarding this term the extremely important thing which must be kept in mind is that the contract commits Pakistan to its terms and conditions. If there is a change in the political Government and the new Government terminates the contract, or fails to provide support to Interclaim regarding prosecution of the matters to be handled by Interclaim, then such an act of any succeeding GOP would amount to a breach of the contract giving rise to a claim for damages. It is, therefore, advisable to have a termination clause on the same lines as contained in the Trouvon's agreement.
- f) Under Clauses 16, 17 & 20 the GOP is agreeing to be subject to ICC arbitration at London and be governed by the laws of England, Wales with waiver of defenses ordinarily available to Governments, such as sovereign and other immunities. The aspect has been commented upon in para 1(c) above.

AB
B

Ali Sibtain Hazli

ADVOCATE SUPREME COURT OF PAKISTAN

- g) Regarding Interclaim, as well as Trouvon's agreement, we would suggest that there should be an indemnity clause to the effect that the other contracting party shall undertake all steps under the agreement, as well as the power of attorney, with due diligence and in a responsible manner and in case the GOP has to face any liability vis-a-vis third parties due to any act or omission attributable to the other contracting party, then the other contracting party shall fully indemnify and hold harmless the GOP for all consequential damage, loss, and injury.

4. TROUVONS

The comments relevant to Trouvon's agreement are contained in the comments relating to Interclaim. This agreement subjects GOP to arbitration (clause 8.1) in London, England, in accordance with laws of State of Colorado and the USA. The arbitration shall be under the rules and Charter Institute of Arbitrators. We do not have access to these Rules.

5. POWERS OF ATTORNEY IN INTERCLAIM & TROUVONS

Both the contracts visualise execution of powers of attorney in favour of Interclaim & Trouvons. The powers of attorney, as a matter of abundant caution, should contain the following clause:-

"Notwithstanding the wide scope of powers conferred herein for achieving the objects of this power of attorney, it is clarified that the attorney shall not enter into any agreement on behalf of the GOP which has the effect of assumption of any liabilities by the GOP, nor shall the attorney compromise any claim that the attorney may have filed on behalf of the GOP, without prior written concurrence of GOP."


Ali Sibtain Faizi
ADVOCATE SUPREME COURT OF PAKISTAN

6. The above comments are only regarding the legal aspects of the language of the proposed contracts. As far as the commercial aspects e.g. share in the recovered proceeds etc. they call for no comments from us.

Sincerely yours



ALI SIBTAIN FAZLI
Advocate Supreme Court/
Special Prosecutor

No 1023/Offs/NAB/2000
EXCHIEF SECRETARIAT
National Accountability Bureau

URGENT

3

Islamabad, the 47th June, 2000

To

The Secretary,
Ministry of Law, Justice, Human Rights Division,
Islamabad,

Subject:

AUTHORITY LETTER FOR SIGNING AGREEMENT
ON BEHALF OF PRESIDENT, ISLAMIC REPUBLIC OF
PAKISTAN.

It is requested that a letter/Notification be issued by the President of the Islamic Republic of Pakistan authorizing Lt.Gen. Syed Muhammad Ajmal, Chairman, National Accountability Bureau, to sign and execute an Agreement and/or its appendages/amendments as may be needed from time to time with M/s Brandsheet on behalf of the Government of Pakistan. The matter is urgent.

A suggested draft is enclosed, which has been duly scrutinized and approved by the Minister for Law, Justice and Human Rights.

Lt. Gen.
(Syed Muhammad Ajmal)
Chairman

Enclosed Above.

Umar Farooq
Umar Farooq

M. UMAR FAROOQ RANDHAWA
Addl. Director
National Accountability Bureau
Islamabad

GOVERNMENT OF PAKISTAN
MINISTRY OF LAW, JUSTICE AND HUMAN RIGHTS

Islamabad - 11 June, 2000

The President of the Islamic Republic of Pakistan is pleased to authorize Lt. Gen. Syed Mubariz Ahmad, Chairman, National Accountability Bureau to sign and execute any agreement with Ms. Brookhaven Ltd of PO Box 66, Suite 1, Empress House, Empress Drive, Douglas, Isle of Man, M49 9PE, British Isles for and on behalf of the President of the Islamic Republic of Pakistan.

(SHAFIUM RASOOG)
Joint Secretary
GOVT. OF PAKISTAN
Joint Secretary
Ministry of Law, Justice
& Human Rights
Islamabad, A.I.

(M. UMAR DRAZ RANDHAWA
Addl. Director
National Accountability Bureau
(Islamabad) - 2000



MINISTER

No. P.2(10)/JM-2001

GOVERNMENT OF PAKISTAN
MINISTER FOR LAW, JUSTICE, HUMAN RIGHTS
& PARLIAMENTARY AFFAIRS

(65)

Islamabad, the 12th September, 2001.

(Page no. _____ of Exhibit NAB no. 24)

Ayesha Jamil

Dear Lt. Gen. Khalid Maqbool,

I am enclosing my Note for your information and perusal and have approved the Summary re: Broadsheet v. NAB for onward transmission to the Chief Executive's Secretariat subject to my reservation in the Note.

Yours sincerely,

[Signature]
(Shahida Jamil)
Barrister-at-Law

Lt. Gen. Khalid Maqbool,
Chairman,
National Accountability Bureau,
Chief Executive Secretariat-II,
Islamabad

Dear SB

*A photocopy each (will addressees) should be processed
forwarded to PG and
PCCB by our legal experts*

*✓PG
DPCA*

*PCCB
13/09*

(66) 67

Minister's Note.
Re: Broadsheet v. NAB

It will be recalled that the documents of the above matter were not made available to me for study before the meeting and that some of the documents were made available only during the meeting itself, and that the file was requested by the Law Secretary to be returned to the Chairman to ensure secrecy, which I did. Hence, there was hardly any time to read and evaluate the documents.

2. The file has now been sent to me and on consideration of the issues, and despite the opinion of eminent legal persons such as Justice Fakhruddin G. Ebrahim, it is necessary for me to bring on the record my observations:-

3. The view has been taken that the agreement only allows M/s Broadsheet's a share in the profits in the recovery of funds and assets lying abroad. The relevant para of the Preamble on which reliance of such view has been placed is as follows:-

"Whereas NAB believes..... are holding such assets outside Pakistan".

For its proper appreciation, the following para of the Preamble is also to be taken into account which states:

"AND Whereas...such funds and other assets wheresoever situated.." which broadens the area of operation. This may assist M/s Broadsheet in their claim that they have been accepted as "participating in a share of the profits..." upto 20%, and a bonus, if the Chairman, NAB agrees.(para 4.2) where recovery occurs even within Pakistan.

4. Similarly, in para 1.1 of the agreement it states "...recover such assets as described above, wherever secreted or transferred" and

In para 3.4 it states: "...in which ever jurisdictions the targeted assets are believed to be located..."

5. Finally and most importantly, para 4 states: "...NAB and Broadsheet agree that any assets recovered as a result of the efforts of Broadsheet or as a result of a settlement between NAB and any person or entity registered ... shall be jointly shared as set out below. For the removal of any doubt, the share of the assets recovered as set out in this Clause "4" shall also apply to any settlement reached by NAB and any registered person or entity with or without the involvement of Broadsheet, provided that such persons or entity have been registered before the settlement."

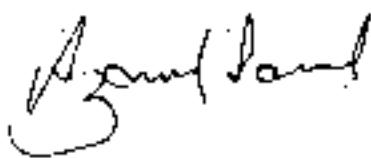
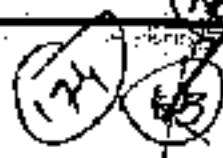
6. It is therefore my view that it may be advisable to settle with M/s Broadsheet, rather than spend huge sums of foreign exchange on a risky legal tangle the prospects of which are most likely to lead to our paying not only the expensive legal fees and costs of travel and boarding and lodging abroad of legal counsel and others, but also the claims of M/s Broadsheet.

7. With this Note of reservation, the Summary is approved for onward transmission to the Chief Executive's Secretariat.

(Barrister Shahida Jamil)

Law Minister

12th September, 2001.

President Islamic Republic of Pakistan and Broadsheet LLC

AGREEMENT

Validity and binding effect:

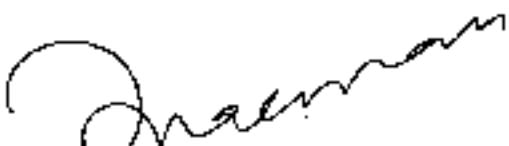
It appears, at some stage the initial validity and effectiveness of the Agreement itself was questioned for no fault of the other contracting party but on account of GOP's own alleged failures. The failings attributed are not substantive but procedural. Besides, at no earlier stage up to date GOP or its spokesman has communicated to the contracting party, the nature of the defect, its own stance of honoring the agreement or not. On the contrary, throughout, the GOP and its spokesman have been negotiating with regard to the rights and the obligations of the respective parties under the agreement. In such a background it will be difficult in an informal forum like that of the Sole Arbitrator to resile from the agreement, to disown it, taking procedural deficiencies as a shield for not discharging its own obligations under the Agreement. The GOP and its functionaries were best qualified and equipped to take care of such procedural requirements of the Rules of Business and the other instructions governing such instruments. One's own failure cannot in principle be allowed to benefit that very party which has been in default.

Termination of the Agreement and its consequences:

One of the most unusual clauses contained in the Agreement is with regard to its termination reflected in clauses 18.5 and 18.7 in particular. These are reproduced verbatim.

18.5 "No notice of Termination shall be applied to persons or entities registered by Broadsheet in accordance with the terms herein, in respect of which Broadsheet shall be allowed to continue its efforts to recover assets and no termination shall be effected in respect thereof, and in respect of such registered persons or entities the provision of this Agreement shall be deemed to continue to apply and be operative."

18.7 "NAB and Broadsheet agree that both his Agreement and the Power of Attorney attached hereto shall remain in full force and effect and not be



(b) (4)

in any way amended, revoked, or modified with respect to all Registered Claims until either:

1. The last of the Registered Claims has been settled or litigated and reduced to a final, non-appealable judgment;
2. the last of the registered Claims has been either fully collected, paid, settled, or abandoned in respect of the concerned party.

Upon the occurrence of the above events and fulfillment of respective obligations and on payment and receipt of the respective claims/entitlement by the parties this Agreement shall stand terminated."

The progress so far made is that out of 111 registered persons only, 21 have got settled in one way or the other. It appears, it will take a very long time to get all the registered Cases dealt with and as per terms of the contract Inspite of its repudiation and termination it will hold good on its own terms till "the last of the Registered claim has been settled or litigated and reduced to a final non-appealable judgment" and similarly till "the last of the registered Claims has been either fully collected, paid, settled, or abandoned in respect of the concerned party". This will afford no relief to either party for a long time to come.

Recital (Preamble) vs. The Operating Clause:

Without going into the nature of the conflict, and the extent of it but assuming that it is there, the principle governing the resolution of such a conflict consistently followed has been expressed in *Re Moon, ex p Dawas*, [(1886) 17 QBD 275 at 286] as follows:

"If the recitals are clear and the operative part is ambiguous, the recitals govern the construction. If the recitals are ambiguous, and the operative part is clear, the operative must prevail. If both the recitals and the operative part are clear, but they are inconsistent with each other, the operative part is to be preferred."

The last principle enunciated above has been expressly incorporated in the Agreement itself by providing in the last Recital a clause as hereunder:

26

"AND WHEREAS NAB and Broadsheet, subject to the terms and conditions here-in-after mentioned are ready, willing and able to enter into an Agreement with each other."

In the Agreement, the two important words having different meanings but relating to this Agreement are "herein" and "hereinafter". The meaning and scope of the two is very clear. "Herein" encompasses the whole Agreement. "Hereinafter" limits the application to what follows and not what precedes.

Operative Clauses of the Agreement:

The word "wheresoever" has been extensively used in the operative clauses of the Agreement. For example the following:

Recital (Clause II): "AND WHEREAS NAB wishes to recover such funds and other assets wheresoever situated and is willing to issue a mandate to a company specializing in recovery of such assets/missing funds on behalf of NAB."

1.1 "so as to trace, locate and recover such assets as described above, wheresoever secreted or transferred by the registered persons and entities identified and agreed upon mutually from time to time, using such information as may be provided by NAB to Broadsheet."

Power of Attorney:

The Power of Attorney forming a part of Agreement states, "This Power of Attorney co-exists with the lifetime of the Agreement between The Government and The Company and shall not be revoked in respect of the Attorney's efforts pertaining to any of the registered claims which are the subject thereof."

It authorizes the Attorney, which is the contracting party to

- i. Obtain and receive all information and documentation pertaining or related to bank or other financial, investment, or brokerage accounts located anywhere in the world.
- ii. Legally initiate and represent us by itself or instructing local counsel in all legal actions and proceedings and administrative actions dealt with by the court of justice in any jurisdiction of the world pursuant to this power of attorney issued by the Government

(6) 12X

for the recovery of funds or assets or any kind whatsoever,
wheresoever situated belonging to the said Government ——”.

Compensation Clause:

Clause 4.1 contains a very effective provision as follows:

“For the removal of any doubt, the share of the assets recovered as set out in this Clause ‘4’ shall also apply to any settlement reached by NAB and any registered person or entity with or without the involvement of Broadsheet, provided that such persons or entity had been registered before the settlement”.

The views expressed by Mr. Farouk Adam Khan in his letter addressed to the contracting party on 1st of March 2001 on certain very critical issues.

Mr. Farouk Adam Khan is one of the few persons associated with the Agreement from its inception and for quite some time afterwards and he has conveyed it to the contracting party that:

1. Binding effect of the Agreement on GOP;

“under the circumstances it is my opinion that the Agreement binds the GOP acting through NAB.”

2. Effect of Settlement with NAB;

“any settlement with a registered person by the GOP would not detract from claim of Broadsheet in accordance with provisions of article 4 (Compensation) of the Agreement”.

“It would appear therefore, that any settlement made by the GOP whether through NAB or any other Government Agency with a Registered Person which involves a financial benefit/factor in favour of the GOP, then Broadsheet should be entitled to claim the agreed upon proportionate benefit of the financial recovery involved”.

Principles Governing the International Commercial Arbitrations:

The Arbitration Clause in the Agreement excludes by waiver the Right of Appeal. Finality is therefore, likely to attach to any decision given by the Sole Arbitrator.

The principle applied in commercial contracts is as follows:

"Interpreting commercial contracts is a two-stage process; a meaning arrived at by legal analysis must then be tested 'against the touchstone of commercial common sense: is this an apportionment of risk which the parties could reasonably be supposed to have intended?' (*Pagnan SpA v Tradax Ocean Transportation* [1987] 3 All ER 565 at 575).

The Arbitrators in International Commercial Arbitrations are bringing more and more equity and global commercial practices, what is at times called transnational approach to such Agreements. So tested, the Agreement does not exhibit a territorial or a monetary or a currency constraint with regard to sharing of the effort and the gains.

Conclusion:

Keeping in view all the above facts as appearing in the contract and the dealings between the parties, it is clear that the answer lies in protecting the contract rather than repudiating it, reaching a settlement by negotiation and dialogue conducted harmoniously rather than taking the matter to Arbitration. For the purposes of negotiation, the case can be pitched high so as to settle at an acceptable level

Material Lacking

This opinion has been recorded in the absence of certain important facts. For example at page 38 there is mentioned an Asset Recovery Agreement. If it is different from the main Agreement, it has to be shown for ascertaining its implications. There is also a claim by the contracting party that it has rendered and is rendering services in facilitating the smooth extradition of not only Retired Admiral Haq but also a few others. The nature of such services and the extent of it in respect of registered persons are not for the present very clear on the record. However, it is certain that such services do form part of the contract and are to be compensated in terms of it.


Shafiqur Rahman
August 02, 2001

10/08/01 13:43 FAX 02 11 4556845

F. EBRAHIM & CO

FAKHRUDDIN G. EBRAHIM & COMPANY
ADVOCATES & CORPORATE COUNSELLORS

GHULAM ALI EBRAHIM
BARRISTER-at-LAW

FAKHRUDDIN G. EBRAHIM
BARRISTER-at-LAW

TUFAN H. EBRAHIM
BARRISTER-at-LAW, LL.B.

ZAHID F. EBRAHIM
BARRISTER-at-LAW

RAFRUKTULAH KHAN
B.A., LL.B.

SOHAIB KHALIQ EBRAHIM
B.A., LL.B., LL.M.

JESSA MALIK
LL.B., LL.M.

ARSLAM BUTT
B.A., LL.B.

AMBER DAWN
BACHELOR OF LAW

3RD FLOOR, EBRAHIM ESTATES,
D/L 1, UNION COMMERCIAL AREA,
BLOCK 7 & 8, SHAREE FAISAL,
KARACHI-75950 (PAKISTAN)
FAX: 0092-21 - 4555845
TEL: 14537773, 4537773
EMAIL: Z-LAW@GMAIL.NET.PK
WEB: WWW.FGE.COM.PK

13 August, 2001

Mr. Raja Muhammad Basbir
Prosecutor General Accountability
National Accountability Bureau
Islamabad

Fax No. (051) 920 7790

CONFIDENTIAL

Re: Agreement with Broadsheet LLC

Dear Bashir Shah,

1. We refer to your letter dated 8 August 2001.
2. We have examined the documents provided by you in detail, and our opinion in respect of the issues raised by you in the aforesaid letter, is as follows:
 - (a) Is the Agreement limited to assets of the Target located outside Pakistan?
3. We are of the opinion that the scope of the agreement entered into between the President of Pakistan (acting through NAB) and Broadsheet LLC on 30.06.2000 (hereinafter referred to as "the Agreement") is limited to assets held outside Pakistan by the "registered persons". This conclusion is based upon an examination of the clauses of the Agreement, as well as extrinsic factors detailed below.
 - (b) An analysis of certain relevant clauses of the Agreement
4. It is evident from the recitals to the Agreement, that at the time of entering into the Agreement, the parties intended that the term "assets" should mean such assets as are held by the registered persons outside Pakistan.

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ADVOCATES & CORPORATE COUNSELLORS

- (i) The first recital to the Agreement records the reason for which NAB has entered into the Agreement:

NAB believes that certain persons and entities have fraudulently obtained converted and/or secreted funds and other assets belonging to the Government of Pakistan or other institutions and are holding such assets outside Pakistan.

- (ii) The second recital further elaborates the reasons for NAB entering into the Agreement:

NAB wishes to recover such funds and other assets wheresoever situated and is willing to issue a mandate to a company specialising in recovery of such assets/missing funds on behalf of NAB.

The meaning assigned to the term "assets" in the first recital, ("assets outside Pakistan") is automatically incorporated in the phrase "such assets" used in the second recital. Therefore the phrase "wheresoever situated" means wheresoever outside Pakistan. The second reference to the phrase "such assets" in relation to engaging an appropriate company means engaging a company that specialises in recovering assets outside Pakistan.

- (iii) The third recital states that

Broadsheet [is] a Company specialising in the recovery of such assets/missing funds ... [is willing] to undertake the tracing, locating and recovery and transfer of such funds and other assets secreted or transferred or removed from Pakistan etc.

This recital confirms Broadsheet's expertise in locating overseas assets and further clarifies that Broadsheet's assignment would be to recover such assets as have been removed from Pakistan.

5. In defining the primary objective of the Agreement in Clause 1.1, the parties confirm that Broadsheet is to provide to NAB:

"professional, financial and other resources of whatsoever as required, so as to trace, locate and recover such assets as described above, wheresoever secreted or transferred by the registered persons and entities identified and agreed upon mutually from time to time, using such information as may be provided by NAB to Broadsheet."

6. The reference to "assets described above" is a reference to the recitals to the Agreement, which as we have seen refer to assets held by the registered persons outside Pakistan. The reference to the fact that such assets have been "secreted or

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"transferred" further confirms that such assets are no longer in Pakistan. This clause is the substantive clause of the Agreement and limits and circumscribes the scope of the Agreement. The remaining clauses of the Agreement must be read within the ambit of this clause.

7. In terms of Clause 3.1 of the Agreement, Broadsheet's obligations are clearly defined as limited to "recovering subject assets". The phrase "subject assets" means such assets as have been made subject to the Agreement. In order to understand the full meaning of the phrase we need to refer back to Clause 1.1 of the Agreement, which in turn refers us to the recitals to the Agreement, both of which refer to assets held outside Pakistan.
8. Furthermore in terms of Clause 3.1 of the Agreement, Broadsheet has been given the power to initiate "Mareva Injunctions" against the assets of the registered persons. Mareva injunctions may be issued only in respect of assets located beyond the jurisdiction of the local Courts. This further confirms that it was understood and agreed between the parties that Broadsheet would be dealing with assets outside Pakistan and would require all necessary powers to do so.

(ii) Ambiguous phrases

9. In clause 3.4, [Broadsheet is empowered to] *initiate legal proceedings in whichever jurisdictions the targeted assets are believed to be located*.
Oscenbly this phrase suggests that the scope of the Agreement is wider than assets held outside Pakistan. However this confusion is easily resolved. It may be noted that once again the reference is to "targeted assets". Only such assets may be targeted under this Agreement, as are subject to the Agreement i.e. assets held outside Pakistan. Therefore the phrase "whichever jurisdictions" automatically means all jurisdictions except Pakistan. Furthermore it stands to reason that the Government of Pakistan/NAB would not require Broadsheet's assistance to bring proceedings against registered persons, in Pakistan.
10. In clause 4.1, in setting out the compensation scheme, it is stated by way of "clarification" that:
...Clause 4 shall also apply to any settlement reached by NAB and any registered person or entity with or without the involvement of Broadsheet, provided that such persons or entity had been registered before the settlement
Broadsheet has erroneously interpreted this proviso to mean that Broadsheet is to have a cut in all recoveries made within or outside Pakistan and effected with or without its services. This confusion is easily clarified by reading first line of the clause, which states that:
NAB and Broadsheet agree that any assets recovered etc.

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Once again in referring to assets, the parties are employing the meaning given to the term throughout the Agreement, and are referring merely to assets outside Pakistan. The proviso quoted above is inserted to safeguard Broadsheet in the event there is any controversy on the grounds that the recovery was with or without the efforts of Broadsheet or inadequate effort on its part. However this proviso does not widen the scope of the Agreement to include recovery of assets held in Pakistan. Such an interpretation would be contrary to the stated intention of the parties as evident throughout the Agreement, as well as to common sense in view of the fact that the services of Broadsheet are not required for investigations and recoveries inside Pakistan it cannot be entitled to a cut in any recoveries made.

11. In the Power of Attorney executed pursuant to the Agreement, the phrases (in respect of assets, funds etc) "located anywhere in the world" and "wheresoever situated" are used. These phrases ostensibly widen the scope of the powers allowed to Broadsheet under the Agreement. However, it must be noted that the Power of Attorney has been issued to Broadsheet in pursuance of the Agreement. It is not an independent document and must be interpreted in relation to the Agreement. In view of the fact that the scope of the Agreement is limited to recovery of assets outside Pakistan, the two phrases occurring in the Power of Attorney must be read as "located anywhere in the world outside Pakistan" and "wheresoever situated outside Pakistan".
12. The interpretation of the Agreement as aforesaid, is supported by the fact that Broadsheet is a company specialising in recovery of foreign and overseas assets as opposed to domestic assets. It is clear therefore that its services could only have been engaged for the purpose of overseas investigation and not domestic investigation and recovery.
13. Furthermore, NAB has sufficient legal machinery available for the investigation and recovery of assets in Pakistan. Powers conferred on NAB expressly vide its creating Ordinance, allow NAB to utilise the services of all intelligence and law enforcement agencies in the Country, as well as access to judicial remedies. It does not stand to reason that NAB would require the services of a foreign company that would not even be familiar with its territory to assist it in domestic investigations and recoveries.
14. The intention of the parties at the time of entering into the Agreement is corroborated by the conduct of the parties after the Agreement had been executed. To date, Broadsheet has not conducted any investigations in respect of assets located inside Pakistan, nor has it been commissioned to do so by NAB. This confirms that the parties perfectly understood at all times, and continue to understand, that the services of Broadsheet have not been engaged for domestic purposes.

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(b) Whether Broadsheet is entitled to payment in respect of recoveries in Pakistan

15. The payment obligations in the agreement are governed by Clause 4.1 which provides inter alia that NAB and Broadsheet agree that any assets recovered

(ii) as a result of the efforts of Broadsheet, or

(i) as a result of a settlement between NAB and any person etc.

shall be shared as set out below. The proviso to this clause states that the share of the assets recovered as set out in this Clause 4, also applies to any settlement reached by NAB and any registered person or entity with or without the involvement of Broadsheet provided that such persons or entity have been registered before the settlement.

16. It is clear from a bare perusal of section 4.1 that NAB's obligation to make any payment whatsoever to Broadsheet arises only in cases where any NAB succeeds in recovering any assets. The term "assets" has been defined in the agreement (see (a) above) to mean assets held outside Pakistan. Broadsheet is therefore not entitled to receive any monies from NAB if no such assets have been recovered pursuant to this agreement.

17. In the second part of this query you state that "where no information has been given by Messrs Broadsheet with respect to assets outside Pakistan". We would like to clarify that the obligation to pay Broadsheet any monies under this agreement whatsoever, turns on the recovery of assets, either with or without the help of Broadsheet. In cases where no assets are recovered, i.e. no assets located outside Pakistan have been recovered, the obligation to pay Broadsheet does not arise, irrespective of whether or not Broadsheet had provided any information in respect of such assets.

(c) Whether the agreement extends to settlements between Target and financial institutions

18. The answer to this query may be deduced from the above discussion. As has been stated above, the agreement is only in respect of assets, which are defined in the agreement as assets held outside Pakistan. We understand from your query that the settlements referred to by you pertain to transactions and assets in Pakistan alone. Such assets and transactions are not the subject matter of this Agreement.

(d) Possibility of avoiding the arbitration through action in Courts in Pakistan

19. Prima facie, in our opinion the agreement to refer disputes to arbitration, entered into between the Parties is binding and may not be avoided by initiating action in Pakistani Courts. There is some confusion however as to the law that would govern this arbitration agreement. The Agreement refers to several different law regimes:

(i) In terms of Clause 6.1 the Agreement is governed by the law of the Isle of Man, or to the extent that the two are the same, the law of Pakistan.

FAKHRUDDIN G. EBRAHIM & COMPANY
ADVOCATES & CORPORATE COUNSELLORS

18b

- (ii) The provisions regarding compensation are governed by the laws of the State of Colorado and the United States of America.
 - (iii) The Arbitration is to be held in accordance with the rules of the Chartered Institute of Arbitrators, London
 - (iv) The place of the arbitration is Dublin, Republic of Ireland.
- 20 In our opinion although NAB would be required to abide by the arbitration agreement, it may have the option to challenge an adverse award, if any, in future arbitration proceedings, if the award is made a rule of Court in Pakistan.

Conclusion

In view of the preceding, it may be concluded:

- (a) That the agreement is limited to such assets belonging to the Target as are located outside Pakistan.
- (b) That Broadsheet is not entitled to payments in respect of any plea bargaining effected with a Target in Pakistan pertaining to his assets in Pakistan.
- (c) That the agreement does not extend to settlements between Target and financial institutions directly through facilitated by NAB provided that such settlements pertain to transactions and assets in Pakistan alone.
- (d) That the agreement for arbitration is binding and may not be avoided by action in Pakistani Courts.

We hope this meets with your requirements. If you have any further queries please do not hesitate to contact us:

Yours sincerely,

With best regards,

Fakhruddin G. Ebrahim

Fakhruddin G. Ebrahim

FAROUK ADAM KHAN

Advocate
Supreme Court of Pakistan

Farouk Adam Khan
Bulldozers Ltd.
Army Stadium, Dohar Road,
Faisalabad, Pakistan
Tel: 091-4274275

Mr. Jerry James,
Broadsheet LLC
Denver, Colorado,
USA.

**SUBJECT: OPINION REGARDING INTERPRETATION OF AGREEMENT
EXECUTED DATED 20 JUNE 2000**

Dear Jerry,

I have gone through the Agreement executed on 20 June 2000 yet again.

In my opinion the following points merit consideration:-

(i) The opening sentence of the Agreement states:-

"..... This Agreement
is..... between..... the
President of the Islamic
Republic of Pakistan through
the Chairman National
Accountability
Bureau..... (hereinafter
called as "NAB" the 1st
party.....)"

(ii) The Agreement has been signed by the Chairman of National Accountability Bureau on behalf of the President of the Islamic Republic of Pakistan.

(iii) The President of the Islamic Republic of Pakistan was

" pleased to authorise Lt. Gen
Syed Muhammad Anjum,

21-03-2001 19:20

FROM Farouk Adam Khan

TO

0912956676 P.B.

FAROUK ADAM KHAN

Advocate
Supreme Court of Pakistan

Bench 4
Suleman Ali
Army Stadium, Khyber Road,
Pakistan Capital
Tel: 051-274874

73, Faisalabad Road
Dhaanewala, Lahore
Tel: 251-321

Chairman, National Accountability Bureau to sign and execute an Agreement with NBS Broadsheet LLC.... for the President of the Islamic Republic of Pakistan" vide notification dated 19 June 2000.

- (iv) The Powers of Attorney issued /executed in favour of Broadsheet LLC have been given by the "Govt. of Pakistan", and have been signed on behalf of "The Government".

While negotiating and drafting the Agreement we were binding the GOP, acting through Chairman NAB, who represented the President of Pakistan.
Whereas the text of the Agreement continues to refer to "NAB" it is clarified in the opening paragraph of the Agreement who NAB is representing, as the 1st Party.
Under the circumstances it is my opinion that the Agreement binds the GOP, acting through NAB.

It is also apparent; after a careful perusal of the terms and conditions of the Agreement, that any settlement with a "Registered Person" by the GOP would not detract from the claim of Broadsheet in accordance with the provisions of article 4 (Compensation) of the Agreement.

It would appear therefore, that any settlement made by the GOP whether through NAB or any other Govt. Agency with a Registered Person which involves a financial benefit / factor in favour of the GOP, then Broadsheet should be entitled to claim the agreed upon proportionate benefit of the financial recovery involved.
To me, this was the essence and spirit and letter of the Agreement as drafted and duly executed by duly authorised persons.

With best wishes & regards.

Yours sincerely

(Farouk Adam Khan)
Advocate

dt: 1st March 2001

Exhibits of TOR 5(b)

Privileged & Confidential

December 26, 2001

Lt. General Munir Hafez
Chairman, National Accountability Bureau,
Govt. of Pakistan,
Islamabad

Dear Sir:

Subject: Broadsheet LLC Registered Target Admiral @ Mansur ul Haq

Broadsheet submits its most genuine and heartfelt congratulations in securing the entry of plea bargain with Mansur ul Haq on Friday, 21 December 2001. This marks the culmination of legal proceedings that began in earnest when Broadsheet's council appeared in the United States District Court in Austin, Texas on behalf of the Government of Pakistan to secure the extradition of Haq to Mansur ul Haq to Islamabad. In light of these events, it is now fitting that we confirm in writing the undertaking between Broadsheet and the Government of Pakistan concerning the compensation to be paid now to Broadsheet in connection with the registered Target under our Agreement.

As confirmed to me by then Chairman Lt. General Khalid Maqbool and also by Director Overseas Bokhari to Tariq Fawad Malik, the percentage amount to be calculated for payment in the Haq case is twenty eight percent (28%). The additional amount is the bonus for the exceptional effort invested by Broadsheet in this highly sensitive and much publicized matter.

This twenty eight percent (28%) payment to Broadsheet is to be calculated based upon the entire amount of the Haq settlement which is Seven Million Five Hundred Thousand U.S. Dollars (US \$ 7,500,000.00), subject to increase in the event of any additional payments by Haq over and above US \$ 7,500,000.00.

The GOP shall pay Broadsheet immediately out of any funds, sums, amounts or securities that are paid over to or directly deposited with the GOP or any agency or agent thereof. As to funds that are directly recovered by or separately paid over to Broadsheet, Broadsheet shall disburse such funds to the GOP after deducting therefrom any balance owing on the payment to be made to Broadsheet as described above.

What is this? This is
PGC BC to send his response
Meeting to finalize response on Sat 29 Dec
be convened on Sat 29 Dec
(100%)
way now?
why suddenly
way over a
situation should
arise?
egation

418

Your signature below evidences your authorized representation and agreement, on behalf of the Government of Pakistan, in your capacity as Chairman of NAB, to the payment set forth herein.

Thanking you very much for your most kind attention to and cooperation in this matter.

Very truly yours,

E. Jerry James, Chairman

PAYMENT TERMS ACKNOWLEDGED AND AGREED TO:

Li 'Oen. Munir Hafez, Chairman, NAB, for the GOP

(Signature)

No. F.

Dated: January 12, 2002

(Signature)

Subject: **NAB & M/S BROADSHEET AGREEMENT REGARDING ASSETS SECRETED ABROAD.**

NAB & M/s Broadsheet entered into an agreement to assist NAB in investigating and repatriating unlawfully obtained assets secreted abroad by Pakistan nationals. Since the inception of the agreement, so far one hundred and eleven (111) targets have been registered by Broadsheet for investigation. However, since then, which is more than a year and a half, the performance of M/s Broadsheet has been less than satisfactory. This is due to the high expectations that NAB had associated with M/s Broadsheet.

2. Clause 3.5 of the Agreement between NAB and M/s Broadsheet stipulates "Broadsheet agrees to keep Chairman NAB regularly informed about the progress of the search for assets and the status of legal proceedings thereto". It has come to my attention that M/s Broadsheet has not provided any updates on investigations being carried out abroad for the past 7 months. Similarly, it appears that no action has been taken regarding local court decrees provided by the Banking Cell (NAB) to M/s Broadsheet against certain individuals for enforcement in jurisdictions outside Pakistan. There is also complete inaction on the part of M/s Broadsheet regarding the extraditions of Syed Abdullah Shah, Amer Lodhi and Dr. Shahzad Munawar, all three being registered Broadsheet targets. I hope that M/s Broadsheet will follow these cases with the same vigour that was displayed in the case of Admiral (Retd.) Mansur-ul-Haq.
3. I would like to end this letter by saying that I sincerely hope that NAB & M/s Broadsheet can work together with a renewed commitment in achieving our noble objective.

Regards,

(Signature)

Lt Gen,
Chairman,
(Munir Hafiez)

Mr. Jerry James,
Chairman,
M/s Broadsheet LLC

NAB/Broadsheet Meeting at Churchill Intercontinental Hotel, London

Saturday, 21 September 2001

Present:

Representing NAB:	F. I. M. Gao Munier Hafiz Nayab Mirza Talat Ghuman Tameem Nawaz	CH PGA TG TN
Representing Broadsheet:	Jerry Barnes Douglas Trudale Tandy Hall	JJ DT TH

CH: TA dictated FG on 19 August with regard to the NAB/BSU issues.
 DT: We have discussed 12 questions and found them to be very useful on a
 CH: basis of our own analysis. Versus our own analysis, we have been able to
 deal with the targets which were set by BSU. In particular, we
 DT: He has a house in Abu Dhabi, so it was agreed that it has been
 CH: liquidated.
 DT: We have been given a copy of the letter addressed to us by Mansur and
 GH: We have no details of the letter.
 GH: You can see what the letter says.
 DT: This is the letter from BSU.
 CH: She has given us a copy of the letter from BSU and the freeze on
 the account is still in operation.
 CH: We have been asked to defend and assist in the recovery of the funds.
 DT: The sum of millions of dollars - 10 million.
 CH: In the case of the admiral, we started with 10 million and then increased it to 15 million.
 DT: Your task was to locate the account and transfer the
 CH: 10 million that have been given to BSU and to defend each of the
 DT: taken to place protective orders against the account.
 CH: There is no concern at all about the account.
 CH: Gilford Finance Co. Ltd. has been in touch with BSU and the 100% of the monies placed by
 providers to regular BSU and the account has been frozen. Under the agreement
 there has been no response to several requests for progress reports but
 the previous chairman and the present chairman have received five
 CH: progress reports exchanged. Salvo, but very little progress other than
 CH: Mansur where are no recoveries and no details of the losses since the last
 DT: 100%.

reports given at almost every baggage office seem to show the same thing. Why can't we get a uniform place where it's the same everywhere?

DT: Marev's position is that the court has no jurisdiction to hear the appeal because it is not permitted under Article 14(1) of the Constitution.

CH - One head amputee. The other has a fracture of the right humerus. He is unable to move his right arm.

CH: Will you be available for results?
DT: I do not know when.

CH We have an idea is to bring in a nucleus of the USA team.

It is important to remember that the relationship between the two variables is not causal.

③ 1977-1980年間の「世界の主要な資源」の供給量と需給量

IG
106

1990-1991: The first year of the new program.

Consequently, the *Chlorophyceae* are the most abundant group of algae in the world's oceans.

GAMMA - Gamma radiation detector
GAMMA - Gamma radiation detector

DT: *Reunification of Germany: The Politics of Reunification* (London, 1990).

G. Feminist Writers: Novels
Theater—Continued

19. The following table shows the number of hours worked by each of the 1000 employees of a company.

19. *Leucosia* (Leucosia) *leucostoma* (Fabricius) *Leucosia* *leucostoma* (Fabricius)

19. The following table gives the number of hours worked by each of the 1000 workers.

1. The first step in the process of creating a new product is to identify a market need or opportunity.

“The first step in the development of a new technique is to find a way to measure it.”

W. H. Goss, "The History of the First National Bank of San Jose," *San Jose Historical Society Quarterly*, Vol. 1, No. 1, Spring 1937.

TN We need the big picture rather than closing ourselves in individual cases.
We need to trace assets of 111 cases. What have you done? Are you
saying that you have worked on the cases but not holding back
information?

DT More details of progress in all cases open by [REDACTED]
CH [REDACTED] last year.

PGA We can always [REDACTED] papers to see what information has been collected
on what is needed from you is also a difficult task. In respect of the
value of each target you say you have provided [REDACTED] information
to the others.

DT We have had extensive discussions regarding
[REDACTED] that when [REDACTED] 111 targets we are to
explain families [REDACTED]

JU Minshaw accepts [REDACTED] seems to do the most
CH It does me no good to [REDACTED] [REDACTED]

CH [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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- CH It is not working for us either. I had no clue of Hashwani oil connections or potential irregularities relating to leases or whatever and therefore took decisions without this knowledge.
- DT He was bidding for oil leases in the names of different company names, both owned by Hashwani.
- JJ We have two individuals as sources.
- CH I had no knowledge of these details.
- JJ I would apologise if CH did not know.
- TN The contract has been running for over two years and it seems that in the vast majority of cases there has been no progress as all we have heard is possibly three or four cases. Give a sort of progress or belief bases.
- DT You want us to amend contract? No way will we do that - blocks without straws. Bits of tidbits but not much substance. Ansari is up for collection. Lathi has seen action and MNS is a case where we were told to stop.
- CH How do we know of Ansar cash?
- BT Bafash AG for Jersey has arranged for a block on the cash following a letter sent by Madina.
- DT We have a letter apparently sent by a colonel in NAB to seven Pakistani banks saying Sherpao case is settled and there are no problems.
- TG It was NAB who passed the details relating to One dental Hashwani's involvement to BS and there was no subsequent progress.
- JJ We carried out an analysis - price paid had doubled/tripled.
- CH Sherpao acquitted by the Supreme Court of charges which were unproven.
- DT Sherpao used the letter from the Colonel to try to unblock the Jersey funds.
- CH If you had told me of Jersey funds could have done something about it.
- JJ This information is only a few days old.
- TF The information is only 48 hours' old.
- PGA Sherpao had been acquitted in March.
- DT A crime has been committed.
- PGA Give us the details and we can follow up.
- DT He provided an affidavit that he had no further assets.
- CH We cannot give you assurances now. We will go back and see what can be done.
- DT He knows that we follow.
- TG Hashwani is not off the hook re overseas assets.
- CH We have a long list of cases and we must go past Hashwani and Sherpao.
- JJ I need an answer.
- TF Following 18 July 2002 letter to CH re seven-figure sum of £K unspent in Jersey.
- JJ Said Money in CHIS.
- CH I have confirmed as much.
- JJ We need any further information you have - did any of his payments come from overseas?
- CH No foreign payments received.
- DT We need to know of such details to be able to deal with MNS.

- CH Agreed. If any MNS payment from overseas client we will advise accordingly. No details of agreement reached in Pakistan can be provided and we must not discuss the issue of this particular agreement again.
- JJ Confirm that agreement is as for Mansur's that there are no further assets that have been declared these will never be used.
- TG We will make MNS aware with the name of the AML officer who will be in charge of modifications will be kept Money laundering AML officer cases will be in addition to the asset cases.
- TN We must get back to the overall progress in all cases and not allow individual cases such as that of Hashwani which MNB may have to advise in the absence of information or that of Ghani who a court has passed on.
- PGA We must be careful to distinguish between "confidential held and evidence".
- TF I have verbally briefed.
- CH When you have to provide information please do so in writing.
- JJ We will provide information on the 104 listed targets.
- TN We have 104 listed targets - this is a systematic approach to the reports as in the 114 PSCs so far we have submitted 104 and provided progress.
- TF Any two of those 104 that are not yet submitted.
- DT Please provide powerpoint presentation.
- TF Please provide report on each of these cases.
- TC Please brief before the end of the meeting.
- PGA Please take 104 cases and provide progress.
- TF With CH's permission will provide a report on each of the 104 cases.
- CH This has already been done by DT.
- PGA Will address issues and resolve them positively.
- CH The last time we talked about listing 104 cases not police cases listed if no progress.
- TN We need a timeline with regard to the progress reports for each case.
- TF Can offer report in one week.
- CH Need report in within 10 days. How long do you need?
- JJ To comment on each case with details of how many cases file held etc.
- CH We may need to go through these cases in a group basis held and need AML officer some discussion on each case and then can submit quarterly or bi-annually.
- REMARKS FOR THE RECORD: 1. 104 cases will be submitted by 20/02/2013 2. ADDITIONAL INFORMATION FROM THIS DATE OF THIS MEETING
- Once reports are received by MNB there will be a callback either in due

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8 Nov. 2002.

Re: Power of Attorney (Nawaz Sharif).

Ref. your letter dated 5. 1. 2002,
forwarded herewith is the P.O.A in
respect of Khan Nawaz Sharif.

Yours sincerely,

Broadstreet LLC
ISLAMABAD OFFICE


(Muhammad Khan)
Broadstreet, LLC.
ISLAMABAD OFFICE

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POWER OF ATTORNEY

FOR THE AUTHORISATION TO OBTAIN AND RECEIVE BANK
ACCOUNT INFORMATION AND DOCUMENTATION AND THE
CONDUCT OF NEGOTIATIONS AND LITIGATION

A POWER OF ATTORNEY given on the 9th day of August, 2000
by the Government of Pakistan (hereinafter called "The Government")

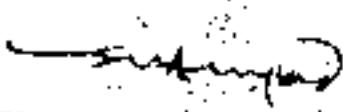
THE GOVERNMENT APPOINTS, AND AUTHORISES Broadcast
LLC located at Suite 1, Empress House, Empress Drive, Douglas, Isle of Man, IM99 1EE,
British Isles (hereinafter called "The Company"), its true and lawful Attorney with
~~power of substitution and the power to appoint additional Attorney as needed and hereby~~
confers a Power of Attorney with full authorisation, as though it is as a signatory thereon,
to request, obtain, and receive all information and documentation pertaining to or related
to bank or other financial, investment, or brokerage accounts located anywhere in the
world that contain, or may contain, funds belonging to and legally owing to The
Government and, particularly, with said authority including, but not limited to the
obtaining of true and exact copies of any and all statements, guarantees, correspondence,
reports, transfers, or any other documentation pertaining to the said accounts, as well as
other non-financial assets of any kind whatsoever and wherever ver situated, that The
Company may request.

THE GOVERNMENT FURTHER AUTHORIZES ~~the~~ said Attorney to
legally initiate and represent ~~itself~~ by itself or by instructing local counsels, in all legal
actions and proceedings and administrative actions occur with by the Courts of Justice, in
any jurisdiction of the world, pursuant to this Power of Attorney issued by The
Government for the recovery of funds or assets of any kind whatsoever, whereever
situated belonging to The Government which have been stolen, misappropriated,
converted, or unlawfully, fraudulently transferred by Mian Muhammad Nawaz Sharif
S/o Mian Muhammad Sharif acting in his or her own name, through companies or
entities under his control, and/or other alter egos, individuals and entities who have acted
or are acting under his influence and control.

This authorisation extends to any civil, criminal, amicable, or contentious action before administrative and government agencies, notaries, courts/tribunals, corporations, offices, and other competent authorities and for this purpose re-authorise other Attorneys, to instruct counsel, appoint other Attorney, present depositions, applications, disputes, replies, and other written statements, to lodge ratifications, request and receive notifications, writs, invitations summons of release, enforcement sale and public auction and the allocation thereof, to propose and supply proof, appoint experts, attend viewings and committees, make agreements, terminate, refuse and request reinstatements and amendments, lodge remedies and appeals in respect of applications, appeals for clarification, cessation, nullity, grievance, injustice whether manifest or otherwise to refrain and desist from all the foregoing and from proceedings as the Attorney deems opportune, taking in short, any other legal steps to obtaining and enforcing orders and the enforcement thereof, to collect costs and amounts deposited at the court and with other bodies and to sign the relevant receipts.

This Power of Attorney co-exists with the lifetime of the Agreement between The Government and The Company and shall not be revoked in respect of The Attorney's efforts pertaining to any of the registered claims which are the subject thereof.

In witness thereof we have executed this Power of Attorney this 9th day of August, 2000.



The Government
(Authorized Signature)

POWER OF ATTORNEY

**FOR THE AUTHORISATION TO OBTAIN AND RECEIVE BANK
ACCOUNT INFORMATION AND DOCUMENTATION AND THE
CONDUCT OF NEGOTIATIONS AND LITIGATION**

A POWER OF ATTORNEY given on the 9th day of November 2002 by
the Government of Pakistan (hereinafter called "The Government").

THE GOVERNMENT APPOINTS AND CAUSES HORSES. Headsheet
LCC Local Ref. Ser. 1, Empress House, Empress Drive, Douglas, Isle of Man, M99 1EP
British Government called "The Company" is the true and lawful Attorney with a
power of attorney and the power to appoint additional Attorneys as needed and hereby
empowers Power of Attorney with full authorization to do all things necessary thereon,
to cause and procure to have all information and documents concerning related to
the same to be given, exhibited, or made available to be used as when in the world
by persons, companies, firms, partnerships and other entities, government
and public and private individuals, full and complete accounting of time
and expenses, and to collect the same from the appropriate party or transfer
of the same and demand the delivery to the same to the Company. Also, to inspect
any funds and whatever ever and who collector retains. That is, Person(s) may request,

THE GOVERNMENT FURTHER AUTHORIZES the Governor and Attorney General to do all they represent as by itself or instructing local officers, and legal actions and proceedings and administrative actions dealt with by the Courts of Justice, or any other court in the world, pursuant to this Power of Attorney issued by the Government to the Secretary of State or assets of any kind whatsoever, however situated, which may be held by the said Government which have been or are to be appropriated or converted to the independent Government of Malaya, or by the Royal Malaysian Government shall be by the said Governor named, through commissioners of solicitors under his authority, sold or otherwise disposed of, dividends and annuities which are now or may hereafter be due to

3. The Commission expects to receive from the State or its agents such documents as are necessary and convenient for the purpose of the inquiry, including, but not limited to, all documents, records, reports, memoranda, correspondence, and other papers, and all other information, including the names and addresses of persons, firms, companies, and organizations, and all other data which may be necessary for the purpose of the inquiry, and the Commission may require the State or its agents to furnish such documents, records, reports, memoranda, correspondence, and other papers, and other information, and to make such statements and answers to questions as may be necessary for the purpose of the inquiry.

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This Power of Attorney co-exists with the life time of the Agreement
between The Government and The Company and shall not be revoked in respect of The
Attorney's efforts pertaining to any of the registered claims which are the subject thereof

In witness whereof we have executed this Power of Attorney this 2nd day of November,
2002


The Government
(Authorised Signature)

1/2 cont'd

NOTES OF MEETING AT NAB WITH AG AND SECY LAW MINISTRY

(164)

Present: Lt Gen Munir Hafiez, chairman NAB
 Secretary, Ministry of Law
 Attorney General
 Naveed Rasool Mirza, ex-PGA
 Afzal Malik, Acting PGA
 Talat Ghuman, Director, Overseas Wing
 Madiha Munawara Khan, Associate Director, Overseas Wing
 Tahir Nawaz, UK

(The chairman had to leave the meeting part way through as he had to see the president for a meeting which could not be rescheduled).

The chairman began by saying that the contracts with Broadsheet (BS), principally to deal with asset recoveries in the USA, and with IAR, to deal with assets in the UK and Europe, were not performing and the stage had arrived where it was necessary to consider ending the contract.

It was explained that 111 cases (37 family groups) had been allocated to BS and 22 to IAR, with no recoveries other than the solitary case of Admiral Mansour. The AG pointed out that there was some progress in the Rockwood case although there was no recovery. Nonetheless, clause 3.5 of the agreement required BS and IAR to regularly report progress to NAB and that had not been happening.

The contracts had been entered into in June 2000, and by June 2001 correspondence was being exchanged to ask for details of progress and, although five reports were provided, it was clear that little work had been done on the 133 files allocated. Instead of responding to matters raised BS and IAR sought to divert matters by asking for a share of recoveries of assets within Pakistan, which GoP felt were not appropriate as the agreement was for assistance in the recovery of overseas assets and not those located within Pakistan, for which no assistance was required. Although IAR, in the guise of Dr W Pepper, confirmed in October 2001 that he was not entitled to any share of assets recovered from listed targets, within Pakistan, provided that such funds had not been transferred from abroad possibly as the result of BS/IAR activity, BS did not do so and continued to ask for a payment and eventually GoP agreed to make a payment but not as an entitlement. Instead, the suggestion was that as there were prospects of imminent recovery in the case of Admiral Mansour, GoP should make a good faith payment – more as a payment on account of BS' share of recoveries in the Mansour case than as an admission of entitlement to a share of Pakistani recoveries. In the event, no payment was made as the Mansour payment came through and there was no need for a 'good faith' payment. BS raised the subject of Pakistani recoveries at a meeting in London in September 2002 but it was made clear to them that that was not a subject for

(b) discussion and the matter has been raised again in March this year but has been firmly put down.

Throughout 2002 the chairman and NAB officials had been requesting details of progress in correspondence and meetings in January and May 2002, and at the meeting on 21/22 September, it was agreed that BS would provide progress reports on each of the targets by 23 October 2002. Despite monthly reminders in the six months following that date, not a single progress report has been received.

In agreeing to the contract the then chairman had had the blessing of lawyers not only from NAB but also elsewhere. The chairman indicated that he was not in the blame game but we had a contract which did not do any favours to GoP and the buck stopped with him and it was his view that the contract needed to be ended and he sought the views of the lawyers present with regard to his effective decision to terminate the contract.

Aspects of the contract were studied and the AG felt that although there was a termination clause the targets remained listed for ever and therefore termination as such did not achieve very much. It was asked if there were any prospects for renegotiation of the contract and it was explained that when discussions took place in September 2002, when the chairman suggested that targets on which no work had been done should be de-listed with mutual agreement, Doug Tisdale, attorney for BS, made it clear that there was no chance of "re-negotiating the contract". It was therefore unlikely that we would have a voluntary agreement to amend and one had to manoeuvre oneself into a position where such a mutually agreed termination could take place.

The meeting continued with discussion centring on clause 4.1, which seemed to suggest that BS could claim on Pakistani recoveries, notwithstanding the views of Jeremy Carver and others to the effect that the preamble to the contract effectively set the parameters of the agreement, by mentioning the recovery of overseas (and not Pakistan-based assets). Nonetheless, the AG felt that it was an aspect which should be borne in mind in that in the event of arbitration, where the developed world took a different view of such situations in that they viewed anyone dealing with Pakistan as an 'investor', whose interest had to be protected instead of what in reality may be a parasitic or fleecing activity. GoP's track record in such arbitration proceedings was not good. In the event of termination BS were likely to revive their currently 'dormant' claim for a share of recoveries on Pakistan-based assets.

It was agreed that although litigation/arbitration remained very much of a last option and that the first option was indeed that of negotiating an exit with possibly some inducements, including the possible sharing of potential proceeds of the Swiss case, it would not make sense to enter into negotiations with a weak position and efforts were being made for the GoP to build a case of breach of

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contract on the part of BS and IAR for non performance of the contract. Arrangements had been made for later in the afternoon to meet Kendall Freeman, London-based solicitors who had experience of asset tracing (including the case of Abacha/Nigeria) to consider dealing with the aspect of BS/IAR.

Whilst considerable reservations were expressed with regard to the potential fall out from the termination of the agreement, whichever way it was to come about, given that the targets once listed remained so for life, when confronted with a choice of doing nothing (and recovering nothing or, based on one recovery in 3 years perhaps expecting recoveries in 133 cases in 300+ years) or being proactive all agreed that there was no option but to follow the effective decision to get out of the contract which was producing nothing but aggravation.

The upside and downside of the exit were considered and the view taken was that in the best case scenario the exit could be with limited cost, by way of a compromise agreement. The worst case scenario was that we would incur further costs in recovering assets and in addition end up paying BS/IAR 20% commissions. Something in-between could be the fact that we ended up paying 20% commissions less any costs incurred in the recovery which, under the agreement, were for the account of BS/IAR. In any event, GoP could not do worse than the present situation, where there were no prospects for recovery and, even if GoP ended up paying 20% in addition to costs the likelihood was that the GoP would be retaining 60% or more of recoveries instead of 0%, which it was currently getting.

AG raised the possibility of BS/IAR taking out injunction proceedings when they learnt of the involvement of Kendall Freeman. It was felt that this would be an unlikely route to take, given that the likelihood was that they would just sit back, let others do the work and then ask for 20% of the recoveries. Further, the chairman had pointed out that the Pakistan High Commission in London had £29k incurred by BS in the Admiral Mansour case even though they had been paid out on the case in January 2002! It was therefore unlikely that they would wish to enter into expensive litigation. However, in the age when many lawyers were willing to work on a contingency basis there may be many who could take on the work against GoP in the event of a badly handled case and therefore NAB was not going into the termination process without what was hoped was competent legal advice.

It was agreed that the contracts needed to be terminated and that the AG and Law Secy would be informed of developments.

Azmat Jafri 2nd
NOTES OF MEETING WITH KENDALL FREEMAN at NAB Offices on 6 and 7
Aug 2003

Present: Lt Gen Munir Hafeez, chairman NAB
Tim Daniel, Partner, Kendall Freeman
Alan Perry, Partner, Kendall Freeman
Afzal Malik, Acting PGA
Talat Ghuman, Director, Overseas Wing
Madina Munawara Khan, Associate Director, Overseas Wing
Taher Nawaz, UK

The first meeting started at 1430 on Wednesday, 6 August and continued into the morning of Thursday, 7 August.

KF's quotation for work had been received and there was general discussion relating to past and continuing work that KF were doing in the Abacha/Nigeria case and the insolvency background of the firm which had been involved in tracing assets for upwards of 30 years. The firm also had a strong litigation department. As meetings had already taken place with the firm in London and the firm came highly recommended by Jeremy Carver, who all agreed was as sincere and competent as anyone had ever been in his dealings with GoP, the choice of the firm had, in principle, been agreed and all that remained was to work out the terms on which work was to be carried out and the exact nature of the work that was to be given to them. In earlier discussions within NAB it had been agreed that as a start the unravelling of the Broadsheet/IAR contracts was to be given to KF and then other work was to be considered.

The terms suggested by KF in their letter required the payment of £200,000 as a payment in advance for a potential three months' work and the quotation had provided for partners to be charged out at £380 per hour. It was indicated to KF that if Clifford Chance, a much larger firm, could work on the basis of receiving payment a month after the date of a billing there was no reason why KF should be paid in advance and this aspect was agreed in that the same system was to apply, with invoices being rendered by fax. [Note for NAB : as GoP is based overseas the billings should be zero rated for tax purposes and no VAT currently 17.5% should be charged. Clifford Chance did not do so and this should apply to anyone that NAB uses the services of in the UK, except where the service is that of a hotel etc which is entirely within the UK. Court hearings, even though within the UK, are zero rated as the service performed is for a foreign resident. I can explain why there is a difference but it is not necessary for the present purpose. Please review all UK payments to see if any VAT has been paid in the past].

With regard to the charge out rate it was pointed out to KF that Clifford Chance had charged £305 per hour for a partner of Jeremy Carver's calibre and that they should review the rates being suggested. TD stated that a rate of £305 charged

in 1997/98 was currently likely to be a minimum of £400 for a partner in Clifford Chance, with the more senior partners charging perhaps £500 per hour. It has to be conceded that senior partners of the larger firms do charge rates of £500 per hour but KF were nonetheless asked to consider what discount they could offer. After some discussion as to prompt payment discount and the possibility of reducing the charge out rate after a three-month period to see the amount of work being generated by the GoP which KF suggested could be discounted at that stage the chairman suggested that the matter be slept over and discussed the following day.

TN raised the subject of *Tracing Remedies* arising from a chance remark made by David Ingram of IWG, solicitors to Poppleton & Appleby, liquidators in the Rockwood case. KF indicated that they had experience of these proceedings and stated that where there was a good paper trail it was possible to make an application to the Chancery Division of the High Court to have an asset transferred to the party whose funds had been used to acquire the assets concerned. Details of the acquisition of Rockwood were provided, where the GoP had details of the accounts from which payments to acquire the property were made and such payments could be traced back to accounts into which proceeds of corruption were lodged. There was one minor break in the tracing chain and this arose from a "BFC" account, the statements for which had not been received despite Judge Devaud in Geneva having made an order for its production. However, it was possible to see funds going into BFC and then out of BFC to acquire Rockwood. KF considered the evidence to be adequate except that at the present time GoP had documents received under Mutual Legal Assistance (MLA) and the GoP did not have permission to use the documents. There were similar documents which GoP could use from the bundle of documents served under the SGS/Cotecna money laundering trial, where judgements had recently been handed down, and these were still with the court in Geneva although it was hoped that they would be with the GoP in a matter of weeks. With regard to the expenditure to renovate Rockwood GoP's paper trail was complete and the UK Home Office had allowed the GoP to use the documents in criminal proceedings although it was not considered difficult to get permission to use the documents in all proceedings now that judgement had been handed out in Geneva with regard to the source of the funds used in the improvement costs, which were not inconsiderable as Grantbridge had been paid £1.96 million and other contractors had been paid large amounts.

There was then considerable discussion on the Broadsheet/IAR contracts and details given of the state of the Rockwood/Romina Properties' liquidation, mainly appraising KF of the state of play.

With regard to BS/IAR contracts KF felt that in an article in Newsline Magazine BS had been giving details of the contract such as the fact that the contract had been negotiated in such a way as to putive changes in governments and this could be regarded as being a case of breach of confidentiality. It was also stated

(2a)

that contracts could not bind people forever. There was also a feeling that the Powers of Attorney drafted were so wide that they could be *ultra vires* the GoP, which could not transfer its powers to others. KF stated that one of the remedies open to an arbitrator could be a *Quantum Meruit* claim, which entailed the payment of reasonable costs incurred by BS/IAR to the date of termination of the contract.

There had been a suggestion, emanating from the liquidator of the Rockwood Estate, that Pepper had sold his share to potentially six 'partners', one of whom had indicated that he had paid £40,000 to acquire his share. KF felt that that was not correct as clause 13.1 required the giving of notice for assigning the contract to others.

It was suggested that a without prejudice letter be sent to Pepper asking him to meet the legal costs of the liquidator.

With regard to tracing remedies and the specific issue of Rockwood KF stated that it should be possible to stay all proceedings by the liquidator and/or others whilst the tracing remedies' claim is processed. It was also stated that there was nothing to prevent the liquidation proceedings continuing in tandem with the tracing remedies although, given that the liquidation proceedings required funding of costs, it did not make sense to proceed along both lines. One could, however, make a without prejudice suggestion to the liquidator to accept the GoP claim failing which the GoP could consider tracing remedies and that would have the impact of having no risk in that the liquidator would have agreed to the claim but his costs would obviously have to be met.

It was felt that tracing remedies did not need to be restricted to Rockwood. An application could be made in respect of all properties where an adequate paper trail existed.

Care needed be taken in applying for Tracing Remedies as the statute of limitations would apply to any civil proceedings in that no claim can be brought more than six years after the cause for the claim arose. The date when the GoP became aware of the potential claim was the relevant date and not when the activity took place. After further reflection KF felt that as the funds used were the proceeds of crime the statute of limitations would not apply.

KF participated in TV interviews both on the evening of 6 August and mid morning on 7 August with regard to the decision of the Swiss court in the money laundering case of BB/AAZ/JS.

On resumption in the morning KF agreed to apply a discount of 10% to their charge out rates but wished to charge for the amount of time already spent on the case as a lot of papers had been studied and it was clear the work was useful. KF also indicated that they would charge travelling time if the time was

used working but 50% of the time would be charged if no work was done. TN indicated that most people charged a day rate of 7.5 hours in a 24-hour day and KF agreed that that would be their practice. KF indicated that their time costs to date were in the region of £10k - £15k but, whilst in future they would apply travelling costs, for this trip no costs would be applied. It was agreed that billing would be by fax.

With regard to tracing of assets, when such work was to be passed to KF, after the removal of BS, KF indicated that they would retain enquiry agents and pass on costs to GoP. They would also use forensic accountants and had used Grant Thornton in the Abacha case as they could not use any of the four larger firms of accountants, each of whom had bank clients they audited, who had become involved in the Abacha case. KF suggested that as a forensic accountant TN could also deal with this aspect. As the tracing part of the work was not being contracted for at the present time these aspects were left for later discussion.

ICSID proceedings were discussed where the chairman indicated that there was a possibility of settlement and KF suggested that SGS should be asked for cooperation in providing any relevant information as part of the settlement and the chairman agreed to allow KF access to Freshfields in this regard.

KF had prepared a draft letter to BS, copies of which were handed out. TN was able to provide some input in that a lot of further information was provided but it was felt that there was considerably more information that needed to be looked at before the letter was sent. This included the fact that the Pakistan High Commission had received a letter from lawyers in the IOM asking for an address for BS as they had not been paid an outstanding bill for £29,000 in respect of the Admiral Mansour proceedings even though BS had been paid out in January 2002. There was the further information relating to earlier versions of the contract which provided for termination on a *quantum meruit* basis of paying 125% of costs incurred instead of expectations of percentage recoveries for life, with or without any input by BS/IAR. Another clause in an earlier version of the contract provided for a payment of £300,000 to GoP for the costs it had incurred in the unravelling of the Rockwood Trusts and other cases where such costs were to be for the account of BS/IAR. TN also expressed reservations with regard to the mentioning of figures such as \$50 billion by way of corruption proceeds as BS were apt to seize on such figures as representing the amount they could conceivably have 20% off. It was agreed to consider the further information that was available before a revised draft was issued. The letter would also have to be seen by the AG and Law Ministry before it could be approved. TN expressed a wish to see the revised version before it was sent out of NAB as TN would prefer to see a wording asking BS as to why GoP should not regard the contract as having been breached rather than suggesting that the contract was at an end as that would give BS to simply put their feet up.

The remaining time available to KF in Pakistan was to be utilised in building up the file on BS/IAR and in picking up the available information with regard to a possible tracing remedies' claim against Rockwood

James S.

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KENDALL FREEMAN

Mr General Munir Hafeez
National Accountability Bureau
Islamabad

Solicitors

43 Fetter Lane
London
EC4A 1EW
Tel +44 (0)20 7822 4056
Fax +44 (0)20 7822 7377
DRA 103 London
www.kendallfreeman.com
Email [+44 \(0\)20 7858 4444](mailto:kof@kendallfreeman.com)
Direct fax +44 (0)20 7714 3637
kof@kendallfreeman.com

12 August 2003

STRICTLY PRIVATE AND CONFIDENTIAL

By fax

Our ref AMP/01141387

Dear General Hafeez

Rockwood/Broadsheet-IAR

First of all, many thanks to you and your colleagues for all your kindness and assistance while we were in Islamabad. Alan and I enjoyed the visit very much, and hope that this will be the start of a long and fruitful co-operation.

Since returning from Islamabad we have not been idle. Amongst other things we have

- (a) spoken to Taher, who has promised to send us two files of material on the Manz situation; and
- (b) had a short conference with Counsel this morning, to discuss the broad strategic issues and, in general terms, the chances of success in a tracing action. Counsel's preliminary view is that tracing would indeed be a real possibility, enabling the Manz situation to be by-passed.

You have asked us to advise on strategy in relation to Rockwood/Broadsheet-IAR. Both you and we have a preference for taking the time to get the strategy right. However there are four matters that might make it urgent to take decisions, even if some of those decisions are provisional. For convenience I will deal with these in numbered paragraphs. The fourth item is in our view the most serious one.

Four items that require urgent decisions

1. There is a further hearing on Monday of next week, handled for you by Mr. Conti in Man, of the application to appoint new trustees.

- (a) In our view the Manz proceedings are a puzzle which we cannot hope to understand properly until we have examined Taher's files. Even then, we may need to talk to Dr Pepper, Mr. Conti and others. In the meantime, we have no way of knowing the answers to numerous questions. This matters greatly if, as seems to be the case, there is serious room for doubt at least as to the competence of the Liquidator and the efficacy of Dr

KENDALL FREEMAN

Page 2

12 August 2003

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Pepper's methods. Among the numerous questions that seem to call for answers are these: How can the companies have been validly put into members' voluntary liquidation in the absence of any trustees to pass the necessary resolutions? Will the appointment of new trustees will be beneficial or the contrary? Will the Court grant the application for that appointment? Tisher himself seems to be in some doubt about this. Will the Liquidator admit GOP as a creditor and/or shareholder? What legal basis exists in Manx for him to do either? Has he even contemplated admitting GOP's title to the real estate itself? Is the conditional sale agreement really likely to be beneficial to GOP? Is there any connection between the purchaser and the people who bought the Rockwood Estate in the first place? And so on.

(b) Doubtless many of these questions will be clarified when we have studied Tisher's files, but given their potential complexity, and the doubts voiced at NAB about both the Liquidator and Dr. Pepper himself (doubts I myself share from personal knowledge of Pepper), we have good reason to worry that in truth the Manx proceedings may be very far from producing a satisfactory result for GOP.

(c) Having said that, we are not at all clear whether it will or will not help GOP if the hearing next Monday results in an Order appointing new trustees. Consequently we cannot at this moment see any basis for intervening directly, and have as yet no way of knowing whether there would be any value in doing so, even if we had time to mount a satisfactory intervention of our own. Against that background we wouldn't propose to attempt to intervene next Monday. (If our advice is followed, it may be necessary for us to contact Conn before he goes into Court, in order to inform him of the new situation, to tell him that IAR's power to Protect him has been withdrawn, and to give him such consequential instructions as are considered appropriate).

2. The Liquidator needs to be placed in funds to defend the claims, mostly apparently rather spurious, of other alleged creditors such as Bancroft. In truth it is not clear to us quite how urgent the Liquidator's need is in this regard. Tisher, however, intends to write to the Liquidator to say that in principle the GOP is minded to give financial assistance. In principle, such a letter, if written without making any formal commitment, may successfully buy us time, but in order to avoid any prejudice to a potential tracing claim it would be essential that NAB direct Tisher to clear the tact with us before it is sent.

3. The end-date for the conditional contract of sale is 23 November. Despite the fact that in general property prices in the South East of England are falling at the moment, Tisher is saying that he believes a better price can be got from a different purchaser. It appeared to be generally felt at NAB last week that if the contract falls apart, that may not be bad news from GOP's perspective. That being so, although it may be useful in legal or other proceedings to cite the 23 November date as a reason for prompt action, it does not appear that in itself it is a reason to take the longer strategic decisions in excessive haste, without yet being in full possession of the necessary facts, documents and analyses, including information we are awaiting from Nasutu and such further information as is likely to be available from Switzerland in relation to the tracing claims.

4. Broadcast/IAR. This brings me to the fourth point, which in our view (and Counsel share this view) is the real pressure point. There may be grave disadvantages for GOP if we delay on this point.

KENDALL FREEMAN

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(a) This fourth point relates to the Broadsheet/IAR contracts, the misrepresentations pursuant to which those contracts were entered into, the failures of Broadsheet and IAR to perform, and the need for the GCP to liberate itself with minimum cost and embarrassment from these highly disadvantageous agreements and the associated "irrevocable" Powers of Attorney.

(b) As we observed in last Thursday's meetings, in English law the best line to take in relation to these contracts is that (a) GCP is entitled to rescind them because of the misrepresentations (which might invoke returning both sides to their original positions, including potentially the return of commissions already paid out in relation to UI Had etc); and (b) that in any event Broadsheet/IAR have, by their conduct, committed a "repudiatory breach" of both contracts, which entitles the GCP to treat the contracts as terminated and to withdraw the Powers of Attorney even though they are expressed to be irrevocable, on the grounds that the entire basis for those powers has disappeared. Before we took any action against Broadsheet/IAR we would obviously want to check with Manx lawyers that the position is no different under Manx law. (We anticipate that the relevant law will be the same, but do need to check). A huge advantage of resiliation/acceptance of "repudiatory breach" is that it would enable NAB to avoid the consequences that would otherwise flow from any termination of the contracts in accordance with their terms. Those terms include the continuation, indefinitely, of Broadsheet/IAR's rights to continue against targets that have already been registered.

(c) We already have a significant body of material available to us to support the line of argument set out above. Naturally we would like to perfect the dossier and produce a detailed analysis of the position, but that will take some time.

(d) The main alternative lever which the GCP has against Broadsheet/IAR is to give notice of termination in accordance with the terms of the contracts, and simultaneously threaten to sue them for damages for past breaches. We are not saying that such a claim will fail, but if we do combine it with an assertion that the contract is now at an end as a result of their breach, we will be fighting with one hand tied behind our backs. Indeed, they will point to the contract and say that our notice in effect means that we acknowledge their right to continue indefinitely against the registered targets. Since that is precisely the kind of result NAB wishes to avoid, a letter of the kind we proposed last Thursday seems to us to be the only realistic game in town. It is a card that should probably be played whether the analysis of the case concludes that the argument is relatively strong or for that matter relatively weak. It should be played at once. And it will put Broadsheet/IAR on the back foot, in that they will be obliged to show both that they did not misrepresent the position and that they have performed their obligations. From all that we have seen, they will find it very hard to do this.

(e) We strongly advise against any delay in establishing NAB's position in relation to Broadsheet and IAR. We do not know how much on-going performance there is by Broadsheet. However it is clear that, at least in relation to Rockwood, IAR in the person of Pepper is not being entirely idle. The more NAB acquiesces in continuing acts of "performance" by Broadsheet or by IAR, the harder it will be for NAB to rely on

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misrepresentation or past failures amounting to "repudiatory breach". No common law court will allow NAB to blow hot and cold. Sooner or later NAB, as the injured party, is put to the election, either to affirm the contract or to treat what has happened as entitling NAB to end it. In cases of repudiatory breach there is always a danger that the Court will infer from the conduct of the injured party that it has in effect elected to reaffirm the contract, even when in truth the injured party had no such intention. Everything we know about this case suggests that the danger of such an inference from NAB's conduct will grow, the longer NAB appears to delay and acquiesce. Similarly, there is a danger that such delay and acquiescence may be considered by the Court to amount to a waiver of the right to rescind a contract obtained by misrepresentation. For these reasons we suggest sending Broadcastsheet and IAR definitive letters based on revised versions of the draft we tabled with you last Thursday, and to do this as soon as possible (before the Manx hearing on Monday). Thereafter, there can be a negotiation with Dr Pepper as to the circumstances, if any, in which NAB is willing to allow Broadcastsheet/IAR to continue to be involved in Rockwood. The letter will show Broadcastsheet and IAR that NAB means business and that "the game's up". If they are sensible, they will respond in a realistic way.

(ii) For the avoidance of any doubt we therefore stress that it is an potentially dangerous to NAB's interests to say anything at all to Broadcastsheet/IAR or any of their personnel, and it is to delay and acquiesce. Whatever is said and done from now on should be carefully checked with us beforehand. We should either transpose, or at least be involved in, any negotiation with Broadcastsheet/IAR or their personnel, including Pepper. NAB itself, and also Taher Nawaz and others, should take care to say or do nothing which might prejudice the position.

In light of these considerations, we are urgently asking NAB's approval for us to write to Broadcastsheet and IAR on its behalf, stating that the contracts and the Powers of Attorney are at an end. We will, of course, take Manx law advice before finalising the texts of the two letters, and will email you revised drafts for any specific comments you may have on them. We stress that in our view this course is not likely to weaken NAB's position in any without-prejudice discussions with Broadcastsheet/IAR; on the contrary, it should strengthen NAB's hand. We recommend that you simultaneously instruct us to talk to Dr. Pepper on a without-prejudice basis about the Rockwood situation and how it should be resolved.

When responding to this email, please also fax back the countersigned engagement letter and let me know whether there is any particularly secure means of communication that we should be using for the future. Please also indicate whether you would like me to copy this letter and/or other correspondence to Taher Nawaz, which we are perfectly happy to do if you so direct.

With kindest regards from Alan and me

Yours sincerely

Alan Daniel

GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
ATA TURK AVENUE, G-5/2
ISLAMABAD

Subject: BROADSHEET/IAR

Please find enclosed minutes of the meeting held on 18.10.2003 in the National Accountability Bureau, Islamabad, for information and record.

Talat M. Ghumman
(TALAT M. GHUMMAN)
Director General (OW)

1. Mr. Makhdoom Ali Khan, Attorney General for Pakistan, Supreme Court Building, Islamabad.
 2. Mr. Justice Muhammad Nawaz Abbasi, Principal Secretary, Ministry of Law, Justice and Human Rights, Islamabad.
- NAB U.O. No 15/1/03-OW dated 20th November, 2003

(13)

MINUTES OF THE MEETING HELD ON
18.10.2003 PRESIDED OVER BY THE CHAIRMAN NAB

Present:

Lt. Gen. Munir Hafez,
Chairman

Mr. Makhdoom Ali Khan
Attorney General for Pakistan

Mr. Justice Muhammad Nawaz Abbasi
Principal Secretary,
Mo Law, Justice and Human Rights

Mr. M. Afzal Malik,
A/Prosecutor General Accountability

Mr. Talat M. Ghumman,
Director General (FCIW/OW)

Miss Madina M. Khan
Legal Consultant (OW)

Agenda:

Broadsheet/IAR

The Chairman NAB was pleased to welcome the Attorney General for Pakistan and the Law Secretary to the briefing session in respect of termination of contracts of IAR/Broadsheet. Draft of the termination letter to IAR/Broadsheet was circulated to the participants and their comments sought.

2. The meeting discussed the proposed draft notice for termination of the agreement with Broadsheet/IAR.

3. The Law Secretary pointed out that if the agreements were not working to the benefit of NAB, there was no option but to terminate the contracts. He further suggested that prior to termination a preliminary notice may be given to the parties.

4. The Attorney General observed that this action could result in their seeking a stay order against the notice leading to procrastination of the case.

5. The Chairman was of the opinion that an attempt should be made for a negotiated and amicable settlement prior to giving a notice to the firms. There was consensus on this approach.

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6. The Attorney General advised that our solicitors Kendall Freeman should examine the relevant substantive and procedural laws of Ireland and IOM which pertain to Arbitration.

7. Law Secretary and Attorney General were jointly of the opinion that the following laws may be examined/scrutinized :-

- a. Arbitration Act of IOM - with special reference to the Powers of Arbitrator and the right to Appeal;
- b. Procedural rules of the Chartered Institute of Arbitrators;
- c. Statute of Arbitration in the IOM

8. It was further considered necessary that lawyers representing GOP must essentially seek opinion of able and competent lawyers in the relevant field before entering into any legal proceedings.

9. The Attorney General advised that in case the matter goes into arbitration, the neutrality of the Arbitrator should also be determined/ensured.

10. It was jointly agreed that the draft notice should be brushed-up/vetted and loose ends removed and clarified before the same is served

11. The meeting concluded with a note of thanks to the participants.

GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
ATA TURK AVENUE, G-5/2
ISLAMABAD

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No 15/1/03-OW
October 22, 2003

From
Talat M. Ghumman
Director General
Overseas Wing
National Accountability Bureau
Islamabad
Tele: +92-51-920-8185
Fax: +92-51-921-3416

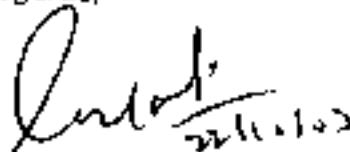
To
Mr. Alan Perry
M/s Kendall Freeman
Solicitors
43 Fetter Lane
London EC4A 1JU
Fax: +44-(0)20-7353-7377

Subject: DRAFT LETTER TO BS/IAR

Dear Mr. Alan Perry,

1. The draft letter to BS/IAR has been examined at our end. Some minor changes have been made which may kindly be incorporated in the said letter.
2. In para 3 where reference has been made to General Pervez Musharraf, substitute **Chief Executive** for **Head of State** (Mr. Tarar was President at that time)
3. Replace the words in para 4 *by yourselves (i.e. Broadsheet and IAR), and an almost bewildering range of your associates* with *by yourselves and your associates*.
4. In para 5, the reference to Mr. Malik may be corrected as the words *seems to have been* is not relevant in the context that he is NOT a lawyer.
5. In para 9 (page 5), reference to Chairman Gen. Amjad does not seem to have a logical bearing with the substance of the preceding paras. The line may be deleted.
6. The final draft may kindly be shown to us before the same is forwarded.

Best regards,


22.10.03
(TALAT M. GHUMMAN)

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O. *Alzner Leef*

Solicitors

43 Fetter Lane
London
EC4A 1JU
Tel +44 (0)20 7583 4055
Fax +44 (0)20 7359 7377
DX 103 London
www.kendalmeenan.com

Broadsheet LLC
PO Box 68
Suite 1
Empress House
Empress Drive
Douglas
Isle of Man
IM99 1EE
British Isles

Direct line +44 (0)20 7558 4447
Direct fax +44 (0)20 7718 3717
kendo@kendalmeenan.com

28 October 2003

and

International Asset Recovery Limited
3/3 Turnbulls Lane
Gibraltar

Our ref AMP/01141387

Dear Sirs

Agreement (the "Broadsheet Agreement") of 20 June 2000 between Broadsheet LLC ("Broadsheet") and the Government of Pakistan (the "GOP")
Agreement of 15 July 2000 (the "IAR Agreement") between International Asset Recovery Limited ("IAR") and the GOP (together, "the two Agreements")

We are instructed by the GOP to write to you in respect of the abovementioned two Agreements, and in particular in respect of: the misrepresentations which induced the GOP to enter into the two Agreements; your breaches and failures to perform your obligations under the two Agreements; the fact that, as matters stand, you are no longer performing the two Agreements; and the decisions which, in consequence, the GOP now has no alternative but to take.

Background to the existence of the two Agreements

As you know, Pakistan has lost very substantial sums over the years through corruption. Most of these sums have ended outside Pakistan. On 18 November 1996 the Ehtesab (Accountability) Ordinance was promulgated, subsequently superseded by the Ehtesab Act of 1996. The Ehtesab Bureau was to investigate and prosecute cases involving corruption. It had only limited success in the three years of its existence.

On 12 October 1999 General Pervez Musharraf became Chief Executive in Pakistan. On 16 November 1999 the National Accountability Bureau ("NAB") was established by Presidential Ordinance, replacing the Ehtesab Bureau. Lt-General Syed Mohammed Arif ("Chairman Arif") formally took office as first Chairman of NAB when NAB was established by Presidential Ordinance on 16 November 1999.

PCL271244595

The partnership is regulated by the Law Society.
A list of partners is available for inspection at the above address.

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- (o) "By focusing the efforts of a specific project team on a single assignment, TROUVONS is able to assess the debtor's assets within a relatively short time";
- (p) "At any given time, TROUVONS is engaged in efforts to collect hundreds of millions of dollars in simultaneous operations in multiple jurisdictions";
- (q) "The Company is able to operate without regard to case size, complexity or number of cases pending";
- (r) "TROUVONS' team approach and depth of expertise have proven successful in solving cases around the world".

In a letter dated 10 November 1989, GSA through Mr. Malik further represented that:

- (s) "The experience of the principal members of the team that will be working with the National Accountability Bureau is considerable. Those of us who will be working directly on this case have had multiple experiences, and successes, in cases involving up to hundreds of millions dollars, on behalf of foreign governments and governmental agencies, large corporations, financial institutions and defrauded investors". This representation was repeated in a letter of 11 March 2000 to the Chief Prosecutor General of NAB by Ronald Rudman, Managing Director of Trouvons;
- (t) "Trouvons Company shuns publicity", one of the reasons given for that approach being that, "the members of [Trovouns] investigative team routinely perform services on a subcontractor basis for major international investigative firms with whom we compete, including firms that have previously performed similar work for the Government and wish to do so again in the future";
- (u) "Our bona fides are attested to by our willingness to spend our own money, not yours, in the pursuit of your claims. We will not trigger any contractual obligations to you until we are comfortable that we can achieve narrowly defined initial objectives within determinable, containable costs. When our work with you is complete, we do not intend to disclose to anyone outside of our company that we performed the work contemplated by our agreement."

The brochure for IAR included the following representations:

- (v) "IAR's particular strengths are in the Central and Eastern European financial markets including Switzerland, Liechtenstein and Austria. The network's resources, however, in Cyprus, Malta, Spain and Portugal and other areas of the globe are growing rapidly. Gibraltar, of course, is well covered, and by the year 2000, strategically placed sources in the Channel Isles and the United Kingdom had been developed";

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- (w) "A legal investigative task force is developed and subcontracted for each case or related group of cases... Some task forces may contain former well-placed intelligence officers from various special services forces";
- (x) "IAR is discretely managed from Hanover, though various operations are administered at particular times from Rosas, Spain, Gibraltar, Ankara, Vienna and London (through its instructions to a city based firm of solicitors which has a specialty in international asset attachment and recovery); and
- (y) "...IAR is committed to carrying out its work on a low profile, extremely discreet basis. This minimizes the possibility of embarrassment of, and public attention to, the defrauded public and private entities and also allows the network's legal and investigative teams to do their work quietly, unimpeded by any unwanted attention. Publicity, of any kind, is shunned, and network participants are prohibited from giving interviews or making statements about their work."

If it should become necessary we will deal at a later date with the oral and other written representations that were also made by your Associates and yourselves during the Pre-Contract Stage in the Spring of 2000, for example, Chairman Amjad accepted an invitation to Denver to meet Trouvons.

By May 2000 your Associates were substituting the name of Broadsheet as the proposed contracting party in lieu of Trouvons. Later, IAR was introduced as another proposed contracting party. This was done exclusively for the benefit of yourselves and your Associates. The explanation given to NAB was that there would be a division between IAR and Broadsheet on the basis that IAR was to handle European matters, whereas the Americas and the Far East would be handled by Broadsheet itself. From NAB's perspective Trouvons, Broadsheet and IAR would continue for almost all practical purposes, both prior to and after signature of the two Agreements, to be one and the same enterprise. The representations made on behalf of Trouvons and GSA were relied on by the NAB in entering into the two Agreements with yourselves.

The written and oral representations of your Associates and yourselves were, of course, made to the GOP for the purpose of inducing it to enter into contracts with your Associates and/or yourselves. They achieved this objective. Dr. Pepper went to Pakistan and successfully concluded the negotiation, he himself signing the two Agreements in the names of Broadsheet and IAR, on 20 June 2000 and 16 July 2000 respectively.

The representations made by you and your Associates and set out above were to the effect that Broadsheet and IAR would be co-ordinating investigations and recoveries made by a worldwide network of experienced professionals. The depiction that you and your Associates laboured to convey to NAB, and upon which NAB relied, was that Broadsheet and IAR had the resources, track record, expertise, skills and ability to carry out and coordinate numerous simultaneous multi-jurisdictional operations and that each of them had a considerable workforce at its disposal.

These representations were fundamentally false and misleading.

It is now clear that the representations made by you and your Associates during the Pre-Contract Stage and around the time of the two Agreements were fundamentally false and misleading. The

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GOP was in essence duped into entering into the two Agreements. In particular, neither you nor your Associates had the resources, experience, abilities and expertise represented prior to the signing of the two Agreements. Even the most charitable interpretation of your and your Associates' conduct during the Pre-Contract Stage obliges one to conclude that your resources, experience and capabilities were grossly exaggerated and in a thoroughly misleading way. The GOP would not have entered into either of the two Agreements had it not been misled by the representations.

NAB's experience since signature of the two Agreements, and the information that has come to light since that time, have eliminated the confidence they had in the representations at the time they entered into the two Agreements. Your very substantial failures to perform your obligations under those Agreements show beyond any doubt the fundamentally false and misleading nature of the claims that were made during the Pre-Contract Stage.

Terms of the two Agreements

The terms of the two Agreements (which in almost all respects are in identical terms) are well known to you. We need not go into them in any great detail here other than to cite the following specific provisions:

- (1) The Agreements recited that NAB believed that funds and other assets belonging to the GOP or other institutions had been fraudulently obtained, converted and/or secreted and were being held outside Pakistan, that NAB wished to recover such funds wherever situated and was willing to issue a mandate to a company specializing in recovery of such assets/missing funds on behalf of NAB, that you were such companies, and that you were ready and willing, in exchange for participating in a share of the profits, to undertake the tracing, locating and recovery and transfer of such funds and other assets.
- (2) Targets (persons and entities believed to hold such funds or assets) were to be registered by NAB under the Agreements, and pursued by you on NAB's behalf.
- (3) At the discretion of the NAB Chairman, NAB was to provide you with such information as was available to it on the registered targets.
- (4) You were to provide professional, financial and "other resources of whatsoever kind as required" to trace, locate and recover assets.
- (5) You were to use you "best efforts, at all times, to recover the subject assets" in respect of which you were given Special Powers of Attorney in the form scheduled to the Agreements.
- (6) You assumed other obligations under the Agreements, including the obligation to organize, coordinate and manage the investigative and legal efforts aimed at locating, seizing and recovering the assets of the registered persons and entities, to conduct the asset search investigations and to finance all your activities and legal proceedings in the various jurisdictions concerned.
- (7) You specifically agreed "to keep Chairman NAB regularly informed about the progress of the search for assets and the status of the legal proceedings related thereto..." and to "promptly respond to all queries from the Chairman NAB..." and "to provide full and complete

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Information as may be required from time to time; provided that such shall be transmitted by secure means and both parties shall maintain strict information confidentiality."

- (b) You were to receive 20% of any such assets recovered from outside Pakistan as a result of your efforts.

Fundamental breaches of the two Agreements

Both Broadsheet and IAR are in fundamental breach of your obligations to NAB under the two Agreements. You have failed to perform these obligations and have failed to act with the skill and expertise that you held yourselves out to have. For present purposes it suffices to mention the following points.

Under the two Agreements you should have delivered information, evidence and ultimately recoveries to NAB. NAB entered into the Agreements relying on your having held yourselves out as having the expertise and resources to deliver such information, evidence and recoveries. In fact almost all of the flow of information and evidence has been the other way - from NAB to yourselves. The information you have used during the contract period has largely (if not entirely) been obtained from NAB as a result of its own investigations carried out at its own expense.

In the more than three years that have elapsed since the Agreements were entered into, Broadsheet has achieved only a single recovery, and IAR has achieved none. The one recovery was in the case of Admiral Mansur-ul-Haq. Even in that case, the key information was compiled by the GOP/NAB and provided to Broadsheet.

You have made determined and tenacious efforts to enlarge the number of targets said to be registered under the Agreements and to retain such targets, but have done very little work on any of them. There has been no evidence of any ability or desire on your part to carry out and coordinate numerous simultaneous multi-jurisdictional operations against numerous targets, as was represented. Rather, you have demonstrated beyond any doubt that you are interested only in easy pickings for very little effort.

Repeatedly you have been pressed to report on your activities, as you are obliged to do under the Agreements, and you have repeatedly promised to do so. However, your reports have been either risible or non-existent. Broadsheet has not provided a progress report on the targets for over two years. IAR has similarly continually sought to evade requests for progress reports. This is no doubt because full reporting would have revealed that no progress had been made, and indeed no work had been carried out, on the vast majority, if not all, of the targets.

The reporting obligation is of fundamental importance, as it is essential that NAB should be provided with full and timely information about the steps (if any) being taken to effect recoveries. Even if you had been attempting to investigate and recover assets, the failure to report on your activities defeats two of the main purposes of the Agreements, namely the gathering, and delivery to NAB, of information and evidence.

As pointed out above, only one recovery has been made by you in more than three years. There is no reason to believe that a second recovery is imminent. IAR now claims to be close to a recovery on the Rockwood matter in the Isle of Man. These claims are misleading. IAR has failed to report

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properly on its activities there. In any event its strategy is seriously flawed. IAR admits to being unable to resource the pursuit of the Rockwood assets. Once again, the initial work in tracing and securing the Rockwood assets had been carried out by the GOP/NAB. NAB has now been forced to foot bills itself (contrary to the terms of the Agreements) and to give certain undertakings to the Liquidator in that regard.

Throughout the contract period, visits to NAB in Islamabad by "heavyweight" employees of your companies have been very rare. People working for your interests in Islamabad have been given access by NAB to a great deal of valuable information, but have for the most part had few or no skills in the field of asset tracing and recovery. As far as NAB can tell from the information available to it, very little in the way of requisite skills has been deployed by you in its service, either in Islamabad or elsewhere. The evidence strongly suggests that you simply do not have the requisite skills, any more than you have the requisite resources.

Moreover, it is embarrassing to the GOP to note that Broadsheet, proclaiming itself the GOP's attorney, has a default judgment outstanding against it from its Jersey lawyers, who appear unable even to trace Broadsheet's whereabouts.

Even the presence of performance by Broadsheet seems now to have been abandoned. The only significant activity that IAR has undertaken in recent times is in respect of the Rockwood matter. IAR's handling of that matter has been highly unsatisfactory, and in breach of its contractual duties, for the reasons given above.

Termination.

In the circumstances, the GOP/NAB is entitled to rescind the two Agreements for misrepresentation, and hereby does so.

Further or on the alternative, your failure to perform the two Agreements amounts to a repudiatory breach entitling the GOP and NAB to treat each of them as terminated, which GOP and NAB hereby do.

The Powers of Attorney granted to you by the GOP expire with the two Agreements and/or are hereby rescinded and are accordingly now void and of no further validity or effect.

Accordingly, we require the immediate return of all documents, including all Powers of Attorney that have been issued to you by the GOP/NAB, failing which we may apply for injunctive relief.

The GOP's damages claims against you

The GOP has suffered considerable loss and damage as a result of your misrepresentations and/or repudiatory breaches of contract. The GOP has lost opportunities to make recoveries rapidly, or at all. Many recoveries ought to have been effected by now. Many recoveries that could have been made will now never be made, either because the assets have been dissipated or because the targets have taken precautions to take them further out of reach. The three years since the Agreements were signed have essentially been wasted in respect of the vast majority, if not all, of the targets. It is likely that, in that time, targets will have taken the opportunity to dissipate and conceal assets. It will be correspondingly more difficult for recovery to be obtained. Moreover, the

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time that has been wasted in relying upon you to pursue targets is likely to have resulted in relevant limitation periods for claims to be brought having expired, or approached expiry, in relevant jurisdictions. To the extent that any potential claims against registered targets have been extinguished by the expiry of relevant limitation periods due to your failure to take prompt action as promised, the GOP has thereby lost the opportunity to pursue those claims and has suffered loss. Even where assets can still be recovered, GOP has suffered loss of the use of the moneys in the interim.

We also note the moral effect caused by your almost complete failure to perform your obligations under the two Agreements. NAB is a law enforcement agency. Criminals can only take heart from what they may wrongly perceive as a lack of energy and determination on NAB's part. In truth, the lack of energy and determination are entirely yours, not NAB's.

It is not easy to quantify the GOP's loss in an exact way at this stage. Nevertheless it is clear that the loss stretches into many millions of dollars. Please let us have your prompt proposals for reparation to our clients.

Finally, kindly note that in any event we reserve all the GOP's and NAB's rights.

Yours faithfully

RANDALL FREEMAN

Note of meetingDate 14 November 2003Held at 43 Fetter Lane, London EC4A 1JURef KZR/jw/01141387On 7 November 2003At 5.00 pm Finishing at 7.15 pm**Subject**

Present Li Gen Munir Hafez (the General)
Talal Ghumman (TG)
Tim Daniel (THD)
Alan Perry (AMP)
Dr William Pepper (WP)
Kaveh Moussavi (KM)
Ray Kohlman (RK)
Khalid Ramzan (KZR)

	Notes	Action by
1.	Without Prejudice Meeting AMP stated that this meeting was without prejudice. All participants signalled agreement.	
2.	The General's Opening Remarks The General opened the meeting by addressing WP saying that as WP knows the Government of Pakistan (GOP) has been trying to recover monies corruptly obtained by various people. The General gave a brief summary of the National Accountability Bureau's (NAB) history and continued that the GOP has decided conclusively to end the arrangement it has with International Asset Recoveryes Limited (IAR) and Broadsheet LLC (Broadsheet). The General stressed the GOP's decision to resolve the outstanding issues in relation to this decision amicably and efficiently. The purpose of this meeting was therefore to arrive at agreements whereby parties to the two contracts can part company without resorting to costly arbitration.	
	 The General further elaborated that the decision to terminate was made because things were not progressing as one would expect. The General stressed that there had been some movement on Rockwood but there were so many other targets which had been identified three years ago but there had been no progress on the majority of these targets.	
	 The General explained that the reason WP had been invited to this meeting was that the GOP believes that as WP had signed both contracts on behalf of both IAR and Broadsheet and as the powers of attorney given to Broadsheet and IAR respectively were signed by WP, WP could speak directly in relation to both contracts.	

KENDALL FREEMAN

Action by

Notes

WP's perspective on the Broadsheet/NAB entities

WP began his response by stating that he had only signed the Broadsheet agreement on behalf of Broadsheet as a matter of convenience. WP continued that he never had any doubt that the two companies were separate entities. He recalled that in his initial meetings with Farooq Adam Khan (FAK) (then the Attorney General of Pakistan) and General Amjad (then the Chairman of NAB) it was clear that they both men wanted the companies to operate on a separate and competitive basis. WP further recalled that Jerry James (JJ) had had minimal contact with WP over the last few years.

WP continued addressing the General that "I have had less contact with Broadsheet than I have had with you". He said that he left Douglas Tisdale (of Tisdale and Associates) who worked closely with Broadsheet was an aggressive litigation type of lawyer with whom he did not see himself working.

AMP wondered if both entities were indeed separate, why both agreements were identical. WP replied that he had drafted both agreements. However, beyond that, WP said he had nothing to do with Broadsheet. AMP asked why in that case had he signed both agreements.

WP said that in response to AMP's question he would relate some of the background leading up to the signing of both agreements. It all started when Sadiq Ali (SA) introduced WP to Senator Salfur Rehman (SUR) (at the time head of the Ehtesab Bureau). Sadiq Ali was WP's personal contact. WP said he had known SA for a number of years. It was through him that WP dealt with SUR and the Ehtesab Bureau. After the 1998 coup, following which NAB was created, General Amjad came in and he pulled "flesh on the bones" of the asset recovery work and negotiated the two agreements.

WP said he was present in Denver at the time the agreement with Broadsheet was negotiated. He had known JJ from working in New York, so WP introduced JJ to Amjad. The first meeting was held in Denver, Colorado and all negotiations between GOP and Broadsheet also took place in Denver. It quickly became apparent that Amjad wanted a second company to be involved in the asset recovery work. Amjad had wanted two contractors partly because the whole asset recovery project was large enough for two contractors and there was some vague hint of a geographical delineation of duties for both contractors and also because Amjad wanted both companies to work on a competitive basis as an incentive to achieve results.

WP stressed that the "main deal" was with JJ who had the money. He continued that he had gone out to find him a group of investors to invest in the project. This is where KM came in. KM was involved in human rights work so was keen to get involved in the recovery of assets as an extension of this.

WP said that he had gone into this project on the basis that he had known Benazir Bhutto (BB) and had been very close to her and her mother at one time. WP said that he had been instrumental in saving both from the clutches of Zia-ul-Haq's regime when Zulfikar Ali Bhutto was executed in

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1979. He said that he felt dismayed when BB became Prime Minister a decade later and proceeded quickly to plunder the country. WP said his friend Tariq Ali, had also expressed grave concerns about BB's corruption. It was on this basis that WP initially became involved.

THD said that the whole business with Broadsheet seemed back to front. WP was now saying he had no contact with Broadsheet but it seemed he was instrumental in finding and introducing Broadsheet. They were thus, in that sense, his contacts. It seemed odd that WP should now be saying he had no influence over them. THD asked whether WP could at least re-establish contact with them in an effort to bring them to the negotiating table also. WP said he would see what he could do.

'Breakdown in Confidence'

WP continued that one of the reasons why so little progress had been made on the various fronts was that IAR had since the beginning experienced problems with NAB's internal security. Highly confidential communications were being leaked so that the channels of communication could no longer be trusted.

WP continued that there was one particular letter which he had sent to FAK and Amjad which he was dismayed to find had been leaked. WP continued that BB and Asif Ali Zardari (AAZ) both had sympathisers in NAB who were, WP believed, responsible for these leaks. WP said that this had led to a serious breakdown in trust as he felt NAB was simply not addressing this issue.

WP gave a further example of a particular meeting concerning a potential target in which he had planned to "wire" FAK only to find that this meeting had been "mysteriously" cancelled. WP said that he did not feel this was a coincidence.

KM added that very recently he had experienced similar problems in relation to a meeting he was trying to arrange on the Javed Pasha (JP) issue. KM added that he had been trying to arrange a wiring but clearly somebody from NAB knew he was doing this and that meeting was also cancelled.

Avari

WP said that another example of the frustration he had felt with NAB was the Avari case. He said that IAR had spent large amounts of money doing "dump" investigations on a number of targets only to find that NAB had settled with Avari by reaching a plea-bargain and IAR was told that it would not receive a cut. This was unfortunate said KM because IAR had amassed thousands of pages of investigatory material, which it still retains.

WP said that he had been told that the investigation had been completed and the matter had settled, and that was the end of the issue.

KM added that this case had led to ill-feeling within IAR and continued that he had voted to go for immediate arbitration on the Avari case but the idea was eventually dropped by IAR.

Failure to obtain a Pakistani civil judgment against BB

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WP said another reason why he had experienced insurmountable difficulties in recovering any assets for the GOP was that there had been a failure to work with the Attorney General in order to secure a civil judgment against BB so that it could subsequently be used against her for enforcement proceedings elsewhere. WP said that he had started to talk to PAK about this and had said that NAB should work on this to get it through. WP said that he had proposed that a civil judgment should be obtained through due process. Pursuing a civil judgment would have given BB an opportunity to defend herself in Pakistani proceedings (she should have been given immunity for the purposes of returning to Pakistan in order to defend herself). Following this there could have been a judgment that was conclusive and could have been enforced without playing into the hands of BB who could otherwise have claimed that she had not received a fair hearing. However, WP said that this idea had not been taken up by the GOP.

WP went further and said that no real attempt had been made to issue a "Red Warrant" against BB or any attempt made to extradite her back to Pakistan.

6. Javed Pasha

WP continued that he had also been concerned with JP and had pressed for criminal charges to be brought against him in Pakistan as well. WP added that JP had been AAZ's man in the UK "from the start" and was involved with money laundering and the use of corrupt funds but the GOP had not moved on this target.

7. Bentley (Or Rolls Royce)

WP said that he did not know what had happened to the Rolls Royce (or Bentley) that belonged to AAZ or JP.

8. Obstacles thrown up by BB and AAZ

WP added that IAR's attempts to recover assets had been further complicated by BB and AAZ's actions. Nobody could have anticipated from the start that these two targets would mount the kind of campaign that they did to obstruct and generally make life as difficult as possible at every opportunity for Investigators. Therefore WP said, these delays were beyond the control of both sides. WP said that the most frustrating aspect for him was that there was no extant civil judgment ultimately against BB in Pakistan.

9. VITOL

WP explained that this project had involved a contract to build a major power station. The corruption resulting from this project had done Pakistan considerable harm. WP said that he had brought this issue to the attention of General Khalid Maqbool then the Chairman of NAB. He further added that the total claim in this project would have amounted to US\$500 million. WP said that IAR had spent a large amount of time and effort on this project, adding that he himself had spent many days at the Prosecutor-General of Accountability's (PGA) offices in Islamabad going through files.

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WP continued that he had been assured that NAB would make representations to the Government of Saudi Arabia about this project. He said further that he did not know whether the Saudi Government had responded to the GOP and he never heard back from NAB on the subject.

10. The Swiss Proceedings

WP said that he had been frustrated to learn that a firm of Swiss lawyers - Python Schifferl Peter & Associates (Python) had been instructed directly to deal with the Swiss proceedings after General Amjad left NAB. This was a shame he said because during the tenure of Amjad WP had been involved in the start of the Swiss proceedings. He went to Nice and was involved in the Swiss strategy meetings and was involved in the investigation of 17 British Virgin Island companies. After General Amjad left and General Khalid Maqbool took over, WP said IAR was blocked from any activity in Switzerland which has led to the current position on Rockwood House.

WP said after the initial period of activity he was told to stop work on anything related to the Swiss proceedings. His queries went unanswered and he found out that Python had been instructed.

WP added that this started a climate of obstruction at the moment when his work was starting to produce results. For two years subsequently there has been no communication on the Swiss proceedings between him and the GOP.

WP added that he had personally lost confidence in IAR at this point and because of this WP continued that he met General Maqbool and was asked by him in the presence of the High Commissioner if WP could offer consulting fees on a retained basis. WP said that he offered to do it gratuitously and he had Paul Keating and Jay Patel ready to fly to Islamabad to give statements in the assistance of the GOP's criminal case against BB and AAZ.

11. Tahir Nawaz

WP added that he had never been contacted by Tahir Nawaz. WP confirmed that the matter never became operative until summer 2003 though he conceded that he had been mistaken to rely on MWG and on John Conti who had gone on holiday for a month over that summer.

12. Amr Lodhi and Abdullah Shah

WP also mentioned that Amr Lodhi had not been pursued despite ample evidence of corruption against him and he had raised concerns about how NAB had dealt with the case of Abdullah Shah who had been arrested on the US-Canadian border.

13. Log of grievances

WP said that he has for some time kept a log of grievances.

14. The GOP's position

The General sought throughout these discussions to address the points and allegations raised by WP, RK and KM. His response in relation to the

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particular issues mentioned above was as follows:

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Breakdown in confidence

The General sought to reassure WP that there was and had been no breakdown in confidence. WP had ample access to the highest level of NAB and he could not therefore blame security problems and leaks. TG acknowledged that the episode of KM's meeting being cancelled when news of the proposed wire-tapping operation had allegedly been leaked was worrying, though he made clear that he did not see WP's cancellation of the meeting which involved the wire tapping of FAK in the same light as WP does.

The General stressed that any leaks in the organisation which may have occurred in the past were quickly dealt with and any problems had been addressed in the past and were continuing to be addressed by NAB.

Avari

The General said that a deal had been struck with Avari and INs was a wholly different matter to those for which IAR was engaged. The General added that "Avari is history", and it was futile for this matter to be revisited. TG echoed this adding that cases, which involved a dispute between a bank and a defaulter revolving around a debt swap or a rescheduling where a defaulter had taken out a loan and sought to repay it by taking out a further loan were not the sort of matters on which IAR/Broadsheet was instructed.

KM said that in June 2001 he had met the General on this subject and was reassured that IAR would receive credit for its work on Avari. The General replied that KM could not possibly have met him in June 2001 because he only became the Chairman of NAB on 1 November 2001. The General then asked whether KM had obtained his reassurance in writing to which KM replied "I don't think so".

Domestic Pakistani cases

The General further clarified that many of WP's concerns involved matters that were solely domestic Pakistani matters which did not concern bringing assets into Pakistan. The General said that if an asset is transferred from outside Pakistan and brought into Pakistan and then the GOP offers a plea bargain, the asset recovery company is entitled to a share in the proceeds. If the whole matter was internal, IAR would not be entitled to anything at all.

WP asked whether in a plea bargain, any other assets were excluded. The General replied that the plea bargain issue only arises for defined assets existing outside Pakistan.

Failure to obtain civil judgments against BB and AAZ

The General responded by saying that all attempts were being made to deal with BB but whether or not and how she was being pursued was, ultimately, the prerogative of the GOP.

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considerable expense to IAR. WP said that BB and AAZ had considerable assets in the UK and the US. AAZ had used alter egos in the US and had created complicated structures that were similar to the Rockwood structure in Florida and Texas in particular. IAR had made progress on investigating these and believed the information to be of value to the GOP.

Further, WP said that IAR had generally collected a massive dump of information from secret sources. These investigations were carried out by ex-CIA, FBI and ISI agents for IAR.

WP continued that if the GOP wants the reports and investigation papers IAR has prepared in relation to these targets, there would have to be financial consideration for this.

WP further claimed he has significant information on Richard Howard (AAZ's English Solicitor) which might be of interest to the GOP adding "I have a detailed list of every item Howard has concealed or retains...they are holding on to the valuable items".

The General responded by saying that the termination of the present agreements would not be affected by anything IAR or Broadsheet could offer in the future. Termination did not mean an end to the relationship that IAR or Broadsheet might have with the GOP. TG said that a new relationship could well develop on a case by case basis whereby the parties could agree to a procedure to assess the worth of the information that IAR has and agree a renumeration package and an agreement on an ad hoc consultancy basis for each case.

17.

Settlement and arbitration

On Rockwood, WP said that he will be seeking a full 20% share of the net proceeds of the sale of Rockwood and if agreement could not be reached on this he would register cautions and apply for injunctions.

AMP made clear that any agreement on Rockwood would only be within the context of the settlement of the potential disputes and only in the context of regulations which would lead to a full settlement agreement which would allow all parties to move forward. WP also added that IAR would absorb funds expended on lawyers such as IVG and Conti which should have been absorbed under the contract. Therefore, these charges would be absorbed from any recovery made on Rockwood. WP further added that any funds which had been expended on lawyers "beyond what was required" should be for IAR's accounts.

WP repeated that if the General would like the parties to simply walk away from each other then consideration would be required.

AMP then said that the GOP may in turn seek compensation for targets which were not pursued. WP responded saying this was unacceptable because work could not be carried out due to the number of obstacles in the way. WP added that if this were to happen, he would be happy to arbitrate on the basis that NAB has undermined or undercut the agreements.

AMP repeated the GOP's position that it would be happy to arbitrate, but would wish to avoid such proceedings if at all possible. However, if

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arbitration were to take place AMP added the GOP would wish to arbitrate "the whole picture".

As to a settlement, KM asked "are we talking numbers?" adding that his team were all busy men and therefore we must arrive at figures in order to end the relationship. AMP reiterated that any numbers would be discussed only in the context of a global settlement.

TG added that from the outset the GOP would require information of the basis on which monetary compensation was being sought. This information should be given to the General. At present the GOP was interested in "concepts" (the basis on which IAR would potentially have a claim) rather than "numbers" (actual figures on which it was prepared to settle).

KM responded by saying that it seems the distance between parties is more than initially imagined. However, the last thing he would want was for the parties to fall out. WP therefore said that the parties should narrow down the differences.

TG suggested that since WP was seeking "compensation" for termination of the agreements, it was IAR who should put forward the basis on any claim it might have against the GOP. WP agreed and said he would draft a proposal note setting out the individual basis for claims against the GOP as this would allow the parties to focus on and hopefully narrow down the exact differences.

18.

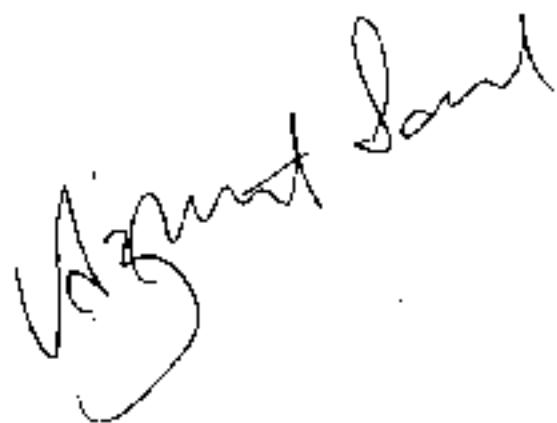
Conclusion

Both the General and WP reiterated their confidence in succeeding if the matter went to arbitration. WP said he would like an "amicable" arbitration. The General said notwithstanding the GOP's confidence, he would regret the matter ever going to arbitration but repeated that the agreements with IAR and Broadstreet along with the powers of attorney were now at an end. Discussions should focus on how the after-effects of the agreements could be dealt with efficiently and amicably. The General said he hoped parties would "focus on interests rather than positions".

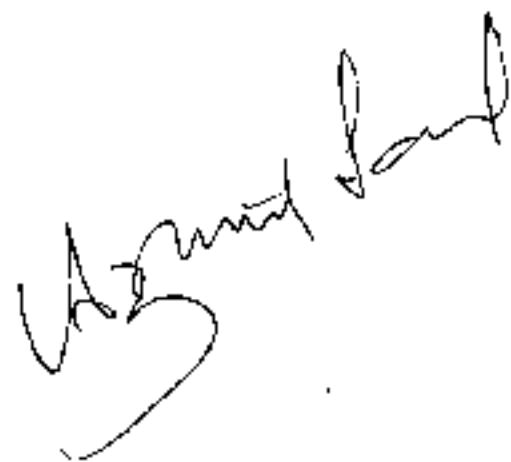
WP said he would draft a proposal note to the General in the next few days. He would also pursue the following two points: (1) he would offer gratuitously to try to liaise with whoever the GOP wanted, to make contact with Broadstreet without promising success, and (2) he would want to ensure IAR's position on the 20% of funds received by Pakistani from the sale of Rockwood. AMP repeated that Rockwood would only be discussed in the context of a wider settlement.

KZR

Exhibits of the Inquiry Report (Volume-II)

A handwritten signature in black ink, appearing to read "J. B. Singh". The signature is fluid and cursive, with "J. B." on the left and "Singh" on the right.

Exhibits of TOR 5(c)

A handwritten signature in black ink, appearing to read "John Doe".

(Page no. _____ of Exhibit NAB no. **18**)



ANNOUNCED AND CHURCHES APPROVED

Alouatta palliata

Without Prejudice

Ref: ABSV/KTR-JAR

Memorandum

Mr. Khawaja Ahmed Yarla Bahim

Re

Task Narrations

Dear Mr. Rahim,

I am sorry for a little delayed response due to the ongoing situation and judicial

Dr. Pepper's email was forwarded to NAB, which has responded with an official position. I am sharing the same with you for information only.

It was my intention that before I respond formally to Dr. Pepper's mail, I should have with me an approval for travelling to London.

I have separately addressed a letter to the Chairman NAB but since the Chairman is on the move and so is the Director General (OP), therefore, the formal go-ahead is still awaited. I expect to get the approval by this weekend.

I intend to write to Dr. Pepper when the go-ahead is formally with me, so that my reply is meaningful and makes a concrete commitment regarding the steps of the program.

I may just flag two more points:

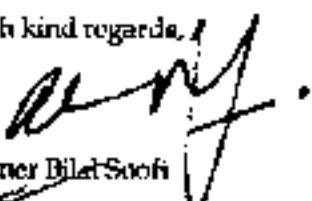
1. We should decide both IIS/IAR together.

2. Since I am travelling for an international conference in South Africa in the first part of April, it would be appropriate, if we mutually determine a date around mid-April for the meeting in London.

I am grateful to you for bearing with me. Kindly reassure Dr. Pepper in this respect as well.

With kind regards,

Ahmer Bilez-Sunfi



HUNTON &
WILLIAMS

Solicitors and Registered Foreign Lawyers
Registered by The Law Society

9 December 2005

FLEETWAY HOUSE, 6TH FLOOR,
25 FARRINGDON STREET
LONDON EC4A 4AB

TEL +44 (0)20 7246 1700
FAX +44 (0)20 7246 1722
JOHN MILES
DIRECT DIAL -44 (0)20 - 7246 - 5725
EMAIL: jmiles@hunton.com

FILE NO: 66844 000002

BY INTERNATIONAL COURIER AND BY FAX

The Chairman
National Accountability Bureau
Chief Executive's Secretariat
Ataturk Avenue G-5/2
Islamabad
Islamic Republic of Pakistan

Dear Sir

INTERNATIONAL ASSET RECOVERY LIMITED -V- GOVERNMENT OF PAKISTAN/NATIONAL ACCOUNTABILITY BUREAU

We are instructed by International Asset Recovery Limited ("IAR") in connection with the agreement it entered into with the Government of Pakistan ("the Government") through the Chairman of the National Accountability Bureau ("NAB") dated 15 July 2000 ("the Agreement").

The purpose of this letter is to place the Government/NAB on notice of IAR's grievances in connection with the Agreement, specifically the Government/NAB's failure to comply with its contractual obligations regarding commission payments due to IAR. These grievances are addressed in greater detail below.

Before addressing those grievances, please note that we have treated the letter from Messrs Kendall Freeman dated 28 October 2003, written on behalf of the Government, as a formal notice of termination pursuant to Clause 18.1 of the Agreement. Further, with respect to the allegations of misrepresentation and breach of contract outlined in that letter, IAR vigorously denies such accusations and views them as a cynical attempt by the Government/NAB to dispense with their contractual obligations under the Agreement.

I. The basic structure of the Agreement

We enclose a duly executed copy of the Agreement for ease of reference. For the purposes of this letter, the key provisions of the Agreement are as follows:

PARTIES:

Admitted to Practice in England & Wales: Charles Ashton, John Dugan,
Peter Evans, Mark Kewell, Jonathan Marsh, June Morris, Martin Pearce
Admitted to Practice in New York, District of Columbia, Maryland and Virginia: Andrew Murphy
Admitted to Practice in Virginia: Thelma Moore

ATLANTA AUSTIN BANGKOK BRASILIA CHARLOTTE DALLAS HONG KONG KNOXVILLE
LONDON MELBOURNE SHANGHAI NEW YORK TORONTO VALENCIA VIECYRREY WASHINGTON
www.hunton.com

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- (a) IAR agreed to trace, locate and recover assets belonging to the Government which had been fraudulently obtained, converted and/or secreted by certain individuals or entities [Clause 1].
- (b) Persons or entities believed to hold such funds/assets were allocated by agreement to IAR ("Targets") [Clause 1.2].
- (c) IAR's efforts were to be undertaken on a contingency basis, namely that whilst the Government/NAB did not invest any monies in the venture it did agree to pay IAR a commission of 20% on all assets recovered by IAR and/or the same percentage on any settlement reached between the Government/NAB and any persons or entities which had been designated as Targets [Clauses 3.4. and 4]. Clause 4 states as follows:

"4.1 NAB [National Accountability Bureau] and IAR agree that any assets recovered as a result of the efforts of IAR or as a result of a settlement between NAB and any person or entity registered in accordance with the provisions of Clause "1.2" hereinabove shall be jointly shared as set out below. For the removal of any doubt, the share of the assets recovered as set out in this Clause "4" shall also apply to any settlement reached by NAB and any registered person or entity with or without the involvement of IAR, provided that such persons or entity had been registered before the settlement."

4.2 IAR shall receive twenty percent (20%) of the amount available to be transferred plus bonus if any, as may be allowed by Chairman NAB, and NAB shall receive the balance eighty percent (80%) of said amount thus recovered, less bonus if any, should the case so be..."

- (d) The Government/NAB was to provide assistance 'in every possible way' to enable IAR to recover assets/funds, to include the production of relevant documentation and information [Clause 2.1.3].
- (e) The Agreement was capable of termination by either party in writing and on 30 days notice [Clauses 18.3 and 18.4]. Such notice of termination did not affect the continuing rights of IAR to receive commission payments in respect of the registered Targets and/or to continue its recovery efforts in respect of such Targets [Clause 18.5 and 18.6].

2. Failures by the Government/NAB to perform the Agreement

The Government, acting through the NAB, has committed a series of breaches in its obligations under the Agreement.

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We refer to the following instances by way of example:

(a) At the commencement of the Agreement, IAR, through its counsel requested that the Government/NAB obtain civil judgments (duly issued by a court in Pakistan) in respect of the Targets. Such judgments would have enabled IAR to successfully enforce claims on behalf of the Government in foreign courts through Mareva injunctions etc. Notwithstanding this request, which was repeated in subsequent written and oral discussions, the Government/NAB failed to obtain the requisite civil judgments which, in turn, severely hindered IAR's ability to pursue Targets and to retrieve assets pursuant to the terms of the Agreement.

(b) In breach of the terms of the Agreement, the Government/NAB pursued certain Targets without notifying and/or involving and/or giving due credit to IAR. For instance, Munir Ahmed and his family whose indebtedness to the Government exceeded US\$80 million were allocated as Targets to IAR. Notwithstanding this position, in or around January 2001 the Government/NAB chose to proceed with a claim in England against Munir Ahmed without consulting or even notifying IAR. At the relevant time, IAR was focusing on locating his worldwide assets (only a fraction of which was located in the U.K.) with a view to attacking his assets on a multijurisdictional basis. The Government/NAB's unilateral tactic was not only undertaken in breach of its obligations to IAR but also prompted Munir Ahmed into moving his assets from other jurisdictions thereby frustrating any future enforcement actions by IAR.

(c) In or around August 2000, officers of IAR attended meetings, in Switzerland and the South of France at the invitation of the NAB Chairman at that time, Lieutenant General Syed Amjad to discuss pending proceedings in Switzerland. As you will recall, those proceedings concerned allegations of bribery and corruption against Benazir Bhutto and Asif Zardari (both Targets of IAR) arising out of their relationship with Cotecna Inspection S.A and Societe General De Surveillance S.A. who had been awarded contracts for the pre-shipment inspection of goods being imported into Pakistan. In this respect, we understand that funds in the amount of US\$50 million were frozen in Switzerland pursuant to the proceedings, of which US\$11 million was eventually ordered to be paid to the Government.

IAR was entitled to assume the burden of pursuing those legal proceedings, pursuant to the terms of its Agreement with the Government/NAB. This right was acknowledged in several oral discussions between General Amjad and senior IAR counsel, however the conduct of the proceedings was never transferred to IAR.

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- (d) *Vitol was never involved in this matter* The Government/NAB failed to co-operate and/or assist IAR in pursuing Targets. In particular, in or around March 2001, IAR presented evidence to the Government/NAB relating to contracts for contaminated oil which had been supplied to Pakistan by a company called Vitol. The evidence suggested that Benazir Bhutto and Asif Zardari had been complicit in arranging the original purchase contracts in return for bribes. Notwithstanding repeated efforts by IAR to get the Government/NAB to investigate this matter, or enable IAR to do so by providing it with the necessary documentation, no action was taken. Ultimately, IAR was effectively precluded from taking the matter further by the failings of the Government/NAB.
- (e) *Legal Settlements - a lot of work has been done on this* The Government/NAB failed to notify IAR of either the existence of settlements/plea bargains entered into with Targets and/or the details of such settlements. Indeed, in many instances, IAR was simply told to desist from pursuing certain Targets. Moreover, no monies have been paid to IAR pursuant to such settlements. This failure represents a clear breach of IAR's entitlement under Clause 4.1 of the Agreement. By way of example, in or around August 2001, IAR counsel personally delivered to NAB a considerable portfolio of information which IAR had collated on one of its Targets, Behram Avari. This, in turn, led to a settlement between Avari and the Government/NAB, however the details of the settlement were not disclosed to IAR and no monies were paid by way of commission.
- (f) With respect to certain properties beneficially owned by Asif Zardari in England ("the Rockwood Estate"), IAR devised a recovery strategy in 2001 which focused on restoring to the company register those companies which owned the Rockwood Estate and which had already been struck off. Once restored, it was proposed that these companies would be placed into liquidation leading to the sale of the relevant properties. In this context, IAR undertook considerable time and resources to progress this strategy, to include co-operating with other creditors, settling certain debts owed by the companies, liaising with the appointed liquidator and preparing the requisite evidence to justify the Government's claim on the Rockwood Estate.
- Subsequently, IAR's efforts to pursue this strategy were hampered by interference from the Government/NAB who, in breach of their contractual obligations with IAR were liaising directly with the Liquidator without consultation with IAR. Moreover, we also understand that the Government/NAB coerced the liquidator into signing an agreement which prohibited him from communicating in any way with IAR. This interference rendered any further involvement by IAR in the liquidation impossible.

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Following on from this, we understand that the Rockwood Estate was eventually sold in 2004 and the amount of approximately £3.5 million has been earmarked by the Liquidator from the proceeds of sale as payable to the Government/NAB. In the circumstances, IAR has a clear contractual right to 20% of any such monies paid to the Government/NAB.

- (g) IAR facilitated the return of a number of 'national treasures' to Pakistan, including valuable artefacts stolen from the Lahore and other museums by Asif Zardari and which were found in the Rockwood Estate. IAR has never received any commission from the Government/NAB in relation to these assets.

No Recove
Yet. This
was only 10%
based.

In this context, we would remind you that IAR's entitlement to commission expressly survives any notice of termination in connection with the recovery of assets and/or settlement in respect of Targets registered with IAR prior to any termination (see Clauses 18.5 and 18.6 of the Agreement).

3. The Claims of IAR

In summary, IAR expended considerable time, effort and resources to pursue the Targets which had been allocated to it by the Government/NAB. Such efforts were hampered and ultimately frustrated by actions taken by the Government/NAB as outlined above.

In the circumstances, we are instructed to make the following claims against the Government/NAB:

- (a) IAR claims all outstanding commission owed pursuant to Clauses 4.1 and 4.2 of the Agreement in respect of any settlement reached between NAB and any person or entity registered as Targets. We refer, in particular to Berham Avari.
- (b) IAR requests that the Government/NAB undertake to pay commission to IAR on any net proceeds of sale received from the fund held by the Liquidator for the Rockwood Estate.
- (c) IAR requests a valuation of those artefacts returned to Pakistan from the Rockwood Estate so that the proper amount of commission owed to IAR can be calculated and paid by the Government/NAB.
- (d) IAR also claims damages for breach of contract in respect of the following failures by the Government/NAB:

No fees
except
travel

Not
further
Q.E.D.

~~2~~
**HUNTON &
WILLIAMS**

Attorneys and Registered Foreign Lawyers
Registered by The Law Society

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- (i) Their failure to involve IAR in the proceedings brought against Munir Ahmed in England and against Benazir Bhutto/Asif Zardari in Switzerland. Such damages to be quantified; and
- (ii) their failure to co-operate and/or assist IAR in pursuing Benazir Bhutto/Asif Zardari in connection with the Vitol matter.

We reserve the right to make further claims on behalf of IAR as this matter develops and pursuant to any future disclosure of documentation by the Government/NAB.

We therefore invite your response to the above claims by return. If we do not receive a satisfactory response within 28 days of the date of this letter, we are instructed to proceed with instituting arbitration proceedings in Dublin, Republic of Ireland pursuant to the dispute resolution provisions in the Agreement.

Yours faithfully

Hunton & Williams
Hunton & Williams

enc.

Copy to: SPW Poppleton & Appleby; Stephen Taylor & Maurice Durrington

PRIME MINISTER'S SECRETARIAT (PUBLIC)
ISLAMABAD

4682

Subject: **SETTLEMENT WITH M/S INTERNATIONAL ASSET RECOVERY (IAR).**

15. The Prime Minister has been pleased to direct that an inter ministerial committee comprising Minister for Interior, Minister for Law, Adviser Finance, Attorney General and Chairman, NAB may submit their recommendations for the Prime Minister's approval.

(Khalid Saeed)
Principal Secretary
to the Prime Minister

21.08.2007

✓ Chairman NAB

NC-1638/PSB/m/o>

cc: Finance Secretary
Secretary Interior
Secretary Law
Attorney General of Pakistan

PRIME MINISTER'S SECRETARIAT
ISLAMABAD

62-K

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Subject: SETTLEMENT WITH M/S INTERNATIONAL ASSET RECOVERY (IAR)

5. The Prime Minister has been pleased to approve the recommendations of the committee as contained in para 3 of the summary.


Khalid Saeed
Principal Secretary
to the Prime Minister
15.1.2007

CHAIRMAN NAB OFFICE
No. 15, Faisalabad
12/11/07

✓ Chairman, NAB
No - 3797/PSPM/2007

cc: Secretary, Law, Justice & HR
Finance Secretary



GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
ATA TURK AVENUE G-5/2
ISLAMABAD

SUMMARY FOR THE PRIME MINISTER OF ISLAMIC
REPUBLIC OF PAKISTAN

Subject: Settlement With M/s International Asset Recovery (IAR)

Recognizing that substantial wealth and assets accumulated through corruption and corrupt practices had been transferred abroad by the individuals involved, National Accountability Bureau (NAB) for and on behalf of the President of Islamic Republic of Pakistan entered into an agreement with two foreign private firms, specializing in locating and recovery of such assets, on 20th of June and 15th of July 2000 respectively. The agreement was entered into with M/s Broadsheet LLC (BS), an American owned and controlled company registered in the Isle of Man and M/s International Assets Recovery (IAR) registered in Gibraltar. The two agreements were identical in nature and over the period of time numerous individuals suspected of having siphoned wealth abroad were assigned as 'targets' to both the companies. Copy of the agreement with M/s IAR is attached (Annex-I).

There were several reasons for NAB to enter into an agreement with the above mentioned companies. First, Government of Pakistan / NAB, at that point in time, had not developed formal linkages with foreign governments to seek cooperation in corruption matters. Secondly, corruption at that time was not a globally recognized priority issue and hence international cooperation was not so forthwith. It was only after 9/11 that corruption and its linkages with money laundering and terrorism were recognized as issues requiring a broader international response. Thirdly, the agreement was on a contingency basis and no up-front payment or expenditure was involved. Clause (4) of the agreement states that the asset recovery companies will be paid 20% of the value of the assets recovered or of the amounts settled with

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registered targets. It was because of these aforementioned reasons that NAB agreed to other provisions of the agreement which were not so favourable. These related to 'Law and Jurisdiction' (clause 6), Arbitration (clause 7), and Termination of Contract (sub-clauses 18.5, 18.6 and 18.7).

3. National Accountability Bureau's relationship with the two asset recovery companies began to turn sour by early 2001 with an increasing awareness within NAB that the two companies were not delivering as per the 'agreement' and as per the pre-contract representations made by them. NAB was frustrated with the slow pace of work on part of the asset recovery companies and did contemplate terminating the agreement. The matter was further exacerbated when a divergence of opinion surfaced between NAB and M/s Broadsheet (BS) regarding the interpretation of clause (4) of the agreement. Few of the targets assigned to M/s BS were bank loan defaulters within Pakistan. In some cases settlements had taken place between the lending banks and these individuals. M/s BS now claimed that they were entitled to 20% share of the settled amount under clause (4) of the agreement. Although NAB had facilitated the settlements between the banks and loan defaulters but the actual agreements to settle the defaulted loans were purely between the concerned bank and the defaulter individuals. NAB's view was that the agreement with M/s Broadsheet (BS) was concerned with assets outside of Pakistan and therefore the company was not entitled to receive any payments in case of local settlements despite the fact that the individuals were also assigned as targets to them.

4. This divergence of opinion posed a fundamental question of interpretation of the agreement. Keeping in view, involvement of foreign firms (BS and IAR) and sensitivity of some of the cases handed over to them; NAB undertook extensive consultations in the middle of 2001 with the Ministry of Law, Justice and Human Rights and also sought opinion of Justice (Retd) Shafiqur-Rehman and Mr. Fakhar-ud-din G. Ibrahim (Senior Advocate Supreme Court). The opinions of these learned personages validated NAB's

interpretation of the agreement to some extent, however they cautioned prudence by reaching a settlement with the asset recovery companies through negotiation and dialogue rather than taking the matter to arbitration (Opinions of Justice (Retd) Shafi-ur-Rehman, Fakhar-ud-Din Ebrahim and Minister's note of Barrister Shahida Jamil are placed as Annexure II, III, and IV).

5. NAB was faced with a dilemma; at the one hand the organization wanted to pursue overseas wealth and assets of individuals involved in corruption while on the other hand there was no doubt that the asset recovery companies were not performing as required of them. The organization was left with no option but to terminate the agreement with both the companies, citing breach of contractual obligations, on 28th of October 2003. Efforts were made during this period to arrive at an amicable settlement with M/s BS and M/s IAR short of formal arbitration proceedings. These efforts could not conclusively bring the issue to an end as the cost of settlement being asked by the companies was considered to be too high; US\$ 20 million for M/s BS and US\$ 12 million for M/s IAR.

6. M/s IAR on 8th of May 2005, through their lawyers, served a notice of arbitration to the Government of Pakistan. NAB decided to prepare aggressively to contest the notice for arbitration while keeping the option of a negotiated settlement open. Accordingly on one hand a leading British Barrister was engaged in consultation with the Attorney General of Pakistan to contest the claim in Dublin and on the other, negotiations were opened with Khawaja Tariq Rahim, IAR's counsel in Pakistan. NAB was assisted in this undertaking by Mr. Ahmer Bilal Soofi, advocate Supreme Court of Pakistan.

7. In light of review of the record, assessment of applicable laws and principles of interpretation of contract law in similar circumstances, it was evaluated that (a) arbitration outside Pakistan will be an expensive exercise (b) it will be time consuming, and other organizational resources will need to be committed to the entire process for an extended period of time (c) if Pakistan

loses, GOP will need to pay millions of dollars in claims and damages (d) the entire documentation will be capable of being made public (e) earlier legal opinions and the Attorney General of Pakistan have all encouraged a negotiated settlement outside of formal arbitration proceedings. In this regard Mr. Ahmer Bilal Soofi has provided a detailed legal opinion covering claims of both the asset recovery companies and interpretation of the agreement (Annex VI). He concludes in his opinion that:

- a) Paragraph 4.1 gives extraordinary benefit to the ARCs (Asset Recovery Companies) and its language favours them clearly based on which they can insist on 20% of the entire monies received since 2001 till today and the same shall run into millions of dollars.
- b) The legal arguments of GOP are not very firm and may not find favour with the arbitrator.
- c) The ARCs will have a good chance of winning an award for damages of a huge sum on account of wrongful termination and loss of future profits.
- d) The counter-claim by Pakistan even if it succeeds will be far less than the award in favour of the ARCs.
- e) If it is proven that GOP was reluctant to perform the agreement for political reasons then absence of good faith can be read into the conduct of the GOP which shall further enhance the quantum of damages against GOP.
- i) The proceedings may make public sensitive documents/information which may not be in the national interest.

g) NAB has held extensive negotiating rounds with M/s IAR during the last five months. The last of these rounds was held in London on 19th of April 2007. Based on the above summary and extensive legal opinions the organization is of the view that it would be prudent and cost effective if GOP settles with IAR and does not take the matter to arbitration. M/s IAR have, in writing, agreed to a final settlement figure of US\$ 2.25 million.

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Confidential

9. The Prime Minister is requested to approve the settlement payment of US\$ 2.25 million in case of IAR. NAB is in the process of negotiating with M/s Broadsheet and will approach the Prime Minister's secretariat separately on the issue.

Major-General
Acting Chairman
(Muhammad Siddique)

NAB's U.O No. 28/1/05-OC Dated: 10 May 2007

Principal Secretary to the Prime Minister

Through:

Secretary, M/o Law, Justice & Human Rights, Islamabad

Secretary, M/o Finance, Islamabad



**GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
ATA TURK AVENUE, G-5/2
ISLAMABAD**

**SUMMARY FOR THE PRIME MINISTER OF ISLAMIC
REPUBLIC OF PAKISTAN**

Subject: Settlement with M/S International Asset Recovery (IAR)

This summary may please be read in conjunction with NAB's previous summary on the above subject, forwarded vide NAB's U.O. No. 28/1/05-OC, dated 10th of May 2007, to the Prime Minister's Secretariat (copy enclosed).

2. National Accountability Bureau (NAB), had apprised the Prime Minister's Secretariat of brief details of the case including reasons for having entered into an agreement with IAR, the legally contentious issues which arose with the passage of time and finally why NAB had to terminate the contract. To deliberate on the issue, the Prime Minister was pleased to constitute an Inter-Ministerial Committee vide para 15 of the attached summary, comprising of the following:-

- a) Minister for Interior
- b) Minister of Law, Justice and Human Rights
- c) Attorney-General of Pakistan
- d) Advisor to the Prime Minister on Finance
- e) Chairman, National Accountability Bureau (NAB)

3. The proposed settlement with IAR was based on the legal interpretation of the 'agreement' entered into between NAB and IAR. In this, NAB was assisted by NAB's legal consultants, the then Attorney General (Mr. Makhdoom Ali Khan) and other notable personages from the profession of law. Hence any deliberations that the Inter-Ministerial Committee may undertake will have to legally analyse a number of clauses of the 'agreement' to conclude whether it would be in Pakistan's favour to settle with IAR or to

opt for arbitration. This Bureau is of the opinion that the Committee, in order to justify its recommendations, will have to undertake the tedious task of evaluating the 'agreement', asses applicable laws and review provisions of the Law of Contracts. The Committee will have to meet frequently to finalise the case.

4. In the light of Para 3 and keeping in view the busy schedule of some members of the Committee, this Bureau suggests that the composition of the Committee may be altered as under:-

- a) Minister for Law, Justice and Human Rights – Chairperson
- b) Attorney General of Pakistan – Member
- c) Chairman, National Accountability Bureau – Member
- d) Secretary, Ministry of Interior – Member
- e) Secretary, Ministry of Law – Member
- f) Secretary, Ministry of Finance – Member

5. The Prime Minister is requested to approve the composition of the Committee as proposed in Para 4 of this summary.

(Nawid Ahsan)
Chairman NAB

NAB's U.O No.28/1/05-OC Dated: 19 September 2007

Principal Secretary to the Prime Minister

Sum No. 911 - 105 (PA-NY2007) - 9 - 2007
No. 3125 - Dated: 29/9/07
Dated: 29/9/07

B

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**GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
ATA TURK AVENUE, G-5/2
ISLAMABAD**

**SUMMARY FOR THE PRIME MINISTER OF ISLAMIC
REPUBLIC OF PAKISTAN**

Subject: Settlement with M/S International Asset Recovery (IAR)

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**GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
G-5/2, ATA TURK AVENUE,
ISLAMABAD**

SUMMARY FOR THE PRIME MINISTER ISLAMIC REPUBLIC OF PAKISTAN

Subject: Settlement with M/s International Asset Recovery (IAR)

This Summary may please be read in conjunction with NAB's two previous summaries to the Prime Minister on the above subject, forwarded vide NAB's U.O No. 28/1/05-OC, dated 10th of May 2007 (Annex-A) and U.O No. 28/1/05-OC, dated 19th of September 2007 (Annex-B).

2. The Prime Minister on 3rd of October had been pleased to constitute a Committee to deliberate and put up its recommendations on the issue of settlement with M/s International Asset Recovery (IAR). The composition of the Committee was as under:

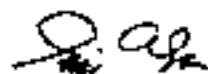
i.	Minister for Law, Justice and Human Rights	Chairman
ii.	Attorney General of Pakistan	Member
iii.	Chairman, National Accountability Bureau	Member
iv.	Secretary Interior	Member
v.	Principal Secretary Law, Justice and Human Rights	Member
vi.	Secretary Finance	Member

3. The Committee met on the 2nd of November 2007 with the Minister for Law, Justice and Human Rights in the Chair (Minutes of the meeting, enclosed at Annex-C). During the meeting available options and other suitable alternatives were discussed by the Committee Members to address the issue of settlement with M/s IAR. National Accountability Bureau also put before the Committee the case of M/s Broadsheet, the second asset recovery company with which NAB had entered into an agreement in the year 2000. National Accountability Bureau had previously, at Para 9 of Annex-A, stated that "NAB is in the process of negotiating with M/s Broadsheet and will approach the Prime Minister's Secretariat separately on the issue". Since a Committee had been formed and since NAB had also negotiated with M/s Broadsheet it was deemed prudent to put this case before the Committee as well. The Committee was

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apprised that both the cases were similar in nature and 'reasons for settling with one would also be valid for the other'. The Committee, after deliberating on both the cases, made the following recommendations:

- I. The Committee approved settlement figures of US\$2.25 million for M/s IAR and US\$1.5 million for M/s Broadsheet with the proviso that NAB will make further efforts to bring down the figures of settlement.
 - II. NAB to look into the issue of unfavorable drafting and unilateral termination of the agreements to prevent recurrence of such situations.
 - III. Before the payments are made a separate legally binding 'settlement agreement' to be arrived at between NAB and each of asset recovery companies, broadly on the terms that the asset recovery companies and GOP would mutually, fully and forever, release and discharge each other and their successors from all claims in connection with or arising out of the agreements. This settlement agreement to be forwarded to the Ministry of Law, Justice and Human Rights for vetting.
4. The Prime Minister is requested to approve recommendations of the Committee as contained in Para 3 above.



(Nawid Ahsan)
Chairman NAB

NAB's U.O No.28/1/05-OC Dated. 12 November 2007.

Principal Secretary to the Prime Minister



GOVERNMENT OF PAKISTAN
 NATIONAL ACCOUNTABILITY BUREAU
 G-5/2, ATA TURK AVENUE
 ISLAMABAD

File No. 28/01/05-OC

8 November 2007

To: The Minister for Law, Justice and Human Rights
 Block S&R
 Pak Secretariat
 Islamabad

Subject: Settlement with Asset recovery companies – M/s IAR and Broadsheet

Kindly refer to the subject cited above.

2. The Prime Minister on 3rd of October had been pleased to constitute a Committee to deliberate and put up its recommendations on the issue of settlement with Ms International Asset Recovery (IAR). The composition of the Committee was as under:

i.	Minister for Law, Justice and Human Rights	Chairman
ii.	Attorney General of Pakistan	Member
iii.	Chairman, National Accountability Bureau	Member
iv.	Secretary Interior	Member
v.	Principal Secretary Law, Justice and Human Rights	Member
vi.	Secretary Finance	Member

3. The Committee met on the 2nd of November 2007 in the office of the Minister for Law, Justice and Human Rights. Please find enclosed the minutes of the meeting.

A handwritten signature in black ink, appearing to read 'Nawid Ahsan'.

(Nawid Ahsan)
 Chairman NAB

Distribution:

1. The Attorney General of Pakistan, Block -I, Room No. 333, Supreme Court Building, Islamabad
2. Secretary, Interior Division, R Block, Pak Secretariat, Islamabad
3. Principal Secretary Law, Justice and Human Rights, Block S&R, Pak Secretariat, Islamabad
4. Secretary, Finance division, Q Block, Pak Secretariat, Islamabad



**GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
G-5/2, ATA TURK AVENUE
ISLAMABAD**

Confidential

No. 28/01/05-OC
November 2007

Minutes of the Meeting

Settlement with Asset Recovery Companies – M/s IAR and Broadsheet

The Prime Minister of Pakistan had been pleased to constitute a Committee on 3rd of October 2007, to deliberate and put up its recommendations on the issue of 'settlement with M/s International Asset Recovery' (IAR). The composition of the Committee was as under:

i)	Minister for Law, Justice and Human Rights	Chairman
ii)	Attorney General of Pakistan	Member
iii)	Chairman, National Accountability Bureau (NAB)	Member
iv)	Secretary Interior	Member
v)	Principal Secretary Law, Justice and Human Rights	Member
vi)	Secretary Finance	Member

The Committee met on the 2nd of November 2007 in the office of the Minister for Law, Justice and Human Rights. The Attorney General and the Secretary Finance could not attend the meeting due to other official commitments. Secretary Interior was represented by the Additional Secretary Interior, Mr. Imtiaz Qazi, while National Accountability Bureau was represented by the Chairman, the Deputy Chairman and the Deputy Director, Overseas Wing.

1. The Honourable Minister for Law, Justice and Human Rights welcomed the participants and started the meeting. Case briefs and background papers were distributed amongst the Committee Members by National Accountability Bureau Chairman NAB briefed the Committee on the salient features of the issue and summarized the reasons why NAB had recommended a negotiated settlement of US\$ 2.25 million with M/s IAR in the summary forwarded to the Prime Minister. The reasons are reproduced below:
 - a. The asset recovery companies have a good chance of winning an award for damages and loss of future profits,
 - b. Arbitration outside of Pakistan will be an expensive exercise with an uncertain outcome,
 - c. If it is proven that GOP was reluctant to perform the agreement for political reasons then absence of good faith can be read into the conduct of GOP, which shall further enhance the quantum of damages against the GOP.

- d. The entire case has been scrutinized by legal experts, namely; Barrister Shahida Jamil, Justice (Retd) Shafiq-ur-Rehman, Mr. Fakhar-ud-din G. Ebrahim and Mr Ahmer Bilal Soofi. All of them have concluded that a negotiated settlement is the preferred option.
2. The Minister for Law, Justice and Human Rights agreed that in principle, at this point in time the option of a negotiated settlement with M/s IAR appeared to be the most viable decision. He invited the Committee Members to deliberate on any other, more suitable alternative. The Committee agreed that going for arbitration would be detrimental to the interests of Government of Pakistan as the agreement entered into between M/s IAR and NAB was in favor of the asset recovery company. Chairman NAB highlighted that the agreement was formulated in the early days of NAB, when it did not have the desired organizational capacity, hence the weaknesses in the agreement.
3. Chairman NAB further stated that in the year 2000, National Accountability Bureau had entered into agreements with two private asset recovery companies. One was M/s IAR while the second one was M/s Broadsheet. The summary for a negotiated settlement of US\$ 2.25 million with M/s IAR had been forwarded to the Prime Minister as negotiations had matured with M/s IAR. In the summary NAB had mentioned that parallel negotiations were also being conducted with M/s Broadsheet to settle the issue. Chairman NAB informed the Committee that M/s Broadsheet had agreed, in writing, to a settlement figure of US\$ 1.5 million and therefore he would request the Committee to consider the issue of a negotiated settlement with them as well. He enumerated the reasons why NAB wanted the Committee to consider settlement with M/s Broadsheet, which were as under:
- a. Agreements entered into with M/s IAR and M/s Broadsheet, for and on behalf of the President of Pakistan are identical to the word.
 - b. As a result of the above fact, legal opinions sought on the issue are valid for both the companies.
 - c. Whereas M/s IAR had been assigned 16 (sixteen) targets, M/s Broadsheet were assigned 111 (one hundred and eleven) targets.
 - d. If the committee approves and GOP does settle with M/s IAR, M/s Broadsheet is bound to follow suit and serve a notice for arbitration to GOP.
4. The Minister for Law, Justice and Human Rights stated that even if the option of a negotiated settlement with the asset recovery companies was accepted by the Committee, NAB should conduct some sort of soul searching as to how such poorly drafted agreements had been entered into in the first place. He stated that this was necessary so that such mistakes should not happen in the future. He observed that mistakes in respect of the agreement included; one, the agreements were clearly in favor of the asset recovery companies, two, had not been vetted by the Ministry of law, three, the agreements had been unilaterally terminated without consulting the Ministry for Law. He further stated that while the Committee may

recommend the payment of a total amount of **US\$ 3.75 million** to the asset recovery companies, NAB should do its best to bring the figure down as far as possible through further negotiations.

5. Principal Secretary Law and Additional Secretary Interior agreed with the Minister for Law, however the Additional Secretary Interior suggested that NAB should pay the settlement amount out of its own proceeds. Chairman NAB stated that he was not sure of NAB's capacity to pay such an amount out its proceeds, however he will definitely look into it.
6. Before formally ending the proceedings of the Committee the Minister for Law, Justice and Human Rights, reiterated the decisions taken by the Committee:
 - i) In principle the Committee approved to recommend settlement figures of **US\$ 2.25 million** for M/s IAR and **US\$ 1.5 million** for M/s Broadsheet with the proviso that NAB will do its best to bring the figures as far down as possible.
 - ii) NAB to look into the issue of unfavorable drafting and unilateral termination of the agreements to prevent recurrence of such situations.
 - iii) Before the payments are made a separate 'settlement agreement' will be formally arrived at between NAB and each of the asset recovery companies broadly on the terms that the asset recovery companies and GOP would mutually, fully and forever, release and discharge each other and their successors from all claims in connection with or arising out of the agreements. This settlement agreement will be forwarded to the Ministry of Law, Justice and Human Rights for vetting.
 - iv) Approved minutes to be forwarded to all members of the Committee and recommendations to be forwarded to the Prime Minister for approval.
7. The Minister for Law, Justice and Human Rights thanked the participants and adjourned the meeting.

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Government of Pakistan
Law, Justice and Human Rights Division
(Law-II Section)

10. This Division endorses the proposal contained in paragraph 9 above. It suggests that, before the Summary is referred to the Secretary, Finance Division, the Attorney-General for Pakistan may also offer his views on the proposal.

Mansoor A
Mr. Justice (R)
(Mansoor Ahmed)
Secretary
22 May 2007.

Attorney-General for Pakistan, Supreme Court Building, Islamabad,
Law, Justice and Human Rights U.O.No.F.618/07-Law-II, dated
22/5/2007.

11. The undersigned had in a meeting with the then Chairman NAB which was attended by the then Secretary Law clearly advised as follows:
(i) The agreement was one-sided and was drawn up without keeping the interest of govt in view.
(ii) A unilateral termination will result in facing legal liability & damages.
12. In spite of this instead of bringing the agreement to an end through negotiations unilateral termination was resorted to. As the AGF has not been involved in negotiations etc with IAF and settlement reached as a consequence so has no views in the matter. Dated 2/6/

Secretary,

MoF:

13. This is a particularly one-sided agreement. Clause 4.1 mandates NAB to share the proceeds, irrespective of IAF's involvement.
14. Given the facts of the case

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has been drafted, the proposal at para 9 seems to be the most cost effective way of settling the issue.

Abd
29/5

Principal Secretary
to the Prime Minister,
Prime Minister's Secy
Islamabad
(Secret (over))

By No. 627 Dated 31-5-2007
Sum No. 627 US (A) 2007
Dated 31-5-2007
5/6

Ref. No. 1638 Dated 29/5
Dated 30/5
By No. 245h2(5)
Date 30/5
By No. 2505 As per my 107
Date 31/5

 Windows LIVE™**BS Settlement**

From: Rslk (rslk@wol.net.pk)
Sent: Thursday, February 14, 2008 1:32:53 PM
To: madina@nab.gov.pk
Cc: hasansaqlbsheikh@hotmail.com

Arif Saeed (AS) 7/35

Ref: ABS/TAM/*February 14, 2008*

Ms. Madina M Khan

Acting Director Overseas

NAB

Subject: BS Settlement

Dear Madina,

Mr. E Jerry James had obviously come to know that the payment has been made to M/s IAK and the matter concluded with them. I have received several calls from him and also from Mr. Tariq Fawad, his representative who is presently in Dubai and they are insisting on payment immediately.

I have spoken with Mr. Tariq Fawad and also with Mr. Jerry that they should provide us some documents to show the nature of work done by them and the rest can be returned to us at the time of payment.

They have already emailed me several documents which I am unable to open. I have asked

them to arrange their delivery.

On our part, we need to finalize a Settlement Agreement which shall be effectively the same with a few changes only, that was approved in the case of M/s IAR by the Ministry of Law. We are preparing draft Affidavits etc as well.

In the present case, in the BS matter, there is a slight change in facts. BS went into winding up but before that through a notarized assignment deed it assigned its present claim over GOP to a new company. In our agreement and affidavits etc we have to cover indemnification of this eventuality. We are working on that and shall send you the said documents shortly.

Please let me know if you have any additional input on the above.

Sincerely,

Ahmer Bilal Soofi

Advocate Supreme Court

**National Accountability Bureau
Islamabad
Minute Sheet
Overseas Wing**

File No.23/1/08-OW

Sheet No. 1

Sl.#.	Contents
	Subject: Settlement with M/s Broadsheet (BS)
1-	PUC I and PUC II are emails received from Mr. Ahmar Bilal Soofi (NAB Consultant) on the issue of 'settlement with M/s Broadsheet' (BS) – a private asset recovery company.
2-	PUC I (dated 14 th of February 2008) states that Mr. Jerry James of M/s Broadsheet and Mr. Tariq Fawad (Broadsheet's representative in Pakistan) are insisting on immediate payment of US\$ 1.5 million as settlement charges. PUC II (dated 20 th of February 2008) states that Mr. Jerry James has given seven days to make the payment however Mr. Soofi has convinced him to extend the date till beginning of March.
3-	Background to the Case: The agreement entered into between NAB and M/s Broadsheet is exactly the same – to the last word – as the one entered with M/s IAR (copy of the agreement flagged A). The only difference being the name and address of the private asset recovery company. However the targets assigned to BS were 111 as against 16 assigned to M/s IAR (list of targets flagged B). NAB will have to bear in mind that it settled with IAR not as a recognition of the company's contribution for recovery of assets (IAR did not deliver on any of the assigned targets) but because the 'agreement' was legally lopsided and GOP believed that if we had gone for arbitration we would have lost more. The same rationale would apply to the case of BS. This also is the reason why we had presented the case of BS to the Committee formed by the Prime Minister to decide on the issue of payments to the asset recovery companies. All the legal opinions from various lawyers and the opinion of Mr. Soofi are valid for both the asset recovery companies.
3A	The following points need to be borne in mind while negotiating with M/s Broadsheet: i) A team of NAB representatives had met Mr. Jerry James of M/s Broadsheet in London on 17 th of April 2007 (minutes of the meeting placed at Flag C). Whereas NAB team during the visit to London had held concluding negotiations with M/s IAR (negotiations with IAR had been going on for the past many months), the meeting with M/s Broadsheet was held to initiate

2)

Minute Sheet
Overseas Wing

File No. 23/1/08-OW

Continue from Page No.

Sheet No. 2

SI.#.

Contents

Subject: Settlement with M/s Broadsheet (BS)

negotiations. The meeting was without prejudice save to the costs of the meeting itself and following timelines had been agreed upon.

- a. NAB agreed to pay US\$ 1.5 million to M/s Broadsheet working on the principle that NAB will pay where they (BS) can prove that they have made efforts in pursuance of the agreement which commensurate with the figure demanded.
 - b. Tariq Fawad Malik Broadsheet's representative in Pakistan will provide NAB within 30 days of the meeting "documentation and receipts supporting the fact that Broadsheet has expended or lost, in connection with the agreement, amounts of US\$ 1.5 million".
 - c. Within 90 days of Broadsheet having provided the documentation, NAB will formally approve the settlement.
 - d. Within 120 days of NAB having approved, GOP will pay Broadsheet an amount of US\$ 1.5 million.
- ii) Tariq Fawad Malik, until now has failed to provide NAB with the documentation even after repeated contacts by the undersigned and Mr. Soofi (copy of an email sent to Mr. Soofi on the issue is flagged D).

One reason for Mr. Tariq Fawad Malik's failure to appear in any of the scheduled meetings with NAB could be that on receipt of complaints, NAB Frontier has initiated a case of corruption (housing scheme fraud) against him (Newspaper clipping Flagged E).

Recommendations:

- i) Keeping in view the legal aspects of the case and the fact that we already have the Prime Minister's approval to make the settlement payment it is recommended that we convey to Mr. Jerry James that GOP is ready to make the payment as all required formalities have been completed.
- ii) At the same time we may also reiterate that BS should provide us with "documentation and receipts supporting the fact that Broadsheet has expended or lost in connection with the agreement amounts of US\$ 1.5 million" as agreed in the April 2007 meeting. This is important as it would allow us to substantiate the amount paid in addition to our legal arguments.

3)

Minute Sheet
Overseas Wing

File No. / 108-OW

Continue from Page No.

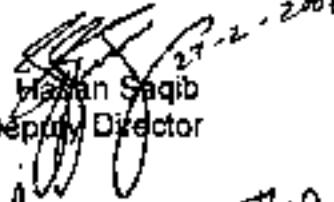
Sheet No. 2

SI.#.	Contents
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Subject: Settlement with M/s Broadsheet (BS)

- iii) Mr. Soofi may be asked to complete the settlement agreement, affidavits and other necessary legal documentation (Mr. Soofi is already doing so and would forward us the documents as soon as they are finished).
- iv) We may also, as per the directions of the committee formed by the Prime Minister, ask Mr. Jerry James to scale down the settlement figure as far as possible.

Acting Director


Hassan Saqib
Deputy Director

6. Broadsheet seems to have defaultered on the timelines agreed upon during the meeting held with them in London. (ref. para 3 iii). It is proposed that before the matter is processed further, Broadsheet may be asked to provide NAB with all the relevant documents in support of its claim. It is further proposed that the target list be forwarded to all the concerned wings/divisions to obtain the current status^{of cases} in respect of all the listed individuals.

Submitted for Chairman's perusal / further instructions

M. Waseem
28/2/09

10. Chairman has got it

para 7 above is

approved

1/3/09
M. Waseem (OW)

CAS 1/3/09

1/3/09

By Date
28/2/09
NAB HQ + Islamabad
Overseas Cell

CHIEF CHAN NAB OFFICE
28/2/09
dated
28/2/09

Minute Sheet
Overseas Wing

(Continue from page -)

File No. 23/1/08-OW
Sheet No. - 4 -

Sl.#	Contents
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Subject: Settlement With M/S Broad-Sheet (BS)

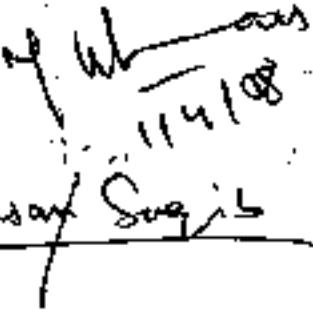
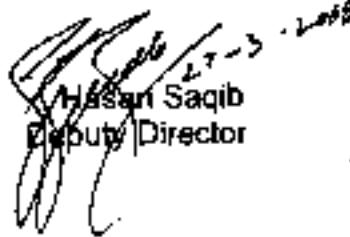
13. As approved, Pl. Process accordingly.
- M. Khan
4/3/08
- DO II
14. Reference para 13 of the minute sheet.
15. An email to Mr. Soofi was sent on the 5th of February 2008 (receipt confirmed) communicating the decision at para 11 of the minute sheet (email placed at page 46 of the correspondence side).
16. Mr. Soofi has sent documents forwarded by Broadsheet (placed in file – received on 7-3-2008). These documents contain 'list of targets' and various communications between BS and NAB on the cases pertaining to these targets. Also included are number of 'minutes of the meetings' held between NAB and BS. However no 'receipts' or 'expenditures' incurred by BS in pursuance of the listed targets have been provided.
17. File is forwarded for further instructions.
- Acting Director
10-3-2008
Hasan Saqib
Deputy Director
18. Documents forwarded by ~~Broadsheet do not~~ reflect the expenditure incurred by the company in the context of its claim.
19. In the absence of actual figures – which the correspondence does not contain – it is difficult to arrive at a fair & appropriate conclusion.
20. Broadsheet may therefore be accordingly informed.
Mr. Hasan Saqib (DO II)
- M. Khan

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Minute Sheet
Overseas Wing

File No. 23/1/08-OW
Sheet No. 5

(Continue from page-)

Sl.#	Contents
	Subject: <u>Settlement With M/S Broad-Sheet (BS)</u>
21	Reference para 20 of the minute sheet
22	M/s Broadsheet have been informed accordingly – mail placed on page 46 c/s.
23	With reference to the letter from M/s Broadsheet (placed on page 48 c/s) dated 12 th of March 2008, the undersigned had held a meeting with the Cn. The Cn was of the view that since all legal formalities had been completed we should not <u>delay making the payment</u> . In this context a meeting was held with the Director B&A. The Director informed that the budget position was such that it would be extremely difficult to make a payment of US\$ 1.5 million before July.
24	Another meeting was held with the Cn along with the Director B&A. In the meeting it was decided that we would make half the payment in April and the rest in July 2008. The Cn has directed that Mr. Soofi be asked to prepare all documentation related to the settlement and have them sent to the representatives of BS for vetting. Once they have agreed to the text of the 'settlement agreement' and the 'affidavits' we may agree to a date to make the payment and transfer of documents. Mr. Soofi has been informed accordingly.
25	File is forwarded for information.
26	Acting Director  Mr. Hassan Saqib  Hasan Saqib Deputy Director
27	Reference para's 24 to 26.
28	Mr. Ahmar Bilal Soofi has forwarded the draft 'settlement agreement' between NAB, M/s Broadsheet and Steeplechase Financial Services (placed on page 79 c/s). M/s Steeplechase Financial services is the 'successor' organization of M/s Broadsheet and is managed by Mr. Jerry James. In principle the agreement is

(6)

Minute Sheet
Overseas Wing

File No. 23/1/08-OW
Sheet No. 16

(Continue from page-)

Sl.#.

Contents

Subject: Settlement With M/S Broad-Sheet (BS)

same as that between NAB and M/s IAR (which was vetted by the Ministry for Law) with the difference being of the names, addresses and clauses covering Steeplechase as the successor organization of M/s BS.

29. Mr. Soofi has also forwarded three affidavits to be signed by Mr. Tariq Fawad (placed on page 64 c/s), Mr Jerry James (on behalf of M/s Steeplechase - placed on page 61 c/s) and Mr. Jerry James again on behalf of M/s Broadsheet (page 58 c/s).

30. At the same time Mr. Soofi has forwarded a mail stating that M/s BS are asking for 'a post dated cheque from the State Bank or Government of Pakistan for half of the amount that is to be paid to them in July' (placed on page 55 c/s).

31. It is suggested that we forward the settlement agreement and the affidavits to the PGA Wing for vetting. At the same time directions may be issued on payment of half of the amount through a post dated cheque

Acting Director

Hasan Saqib
Deputy Director

32. Chairman's approval is solicited with ref. to
Para 31 Please

Chairman's Name

✓ 10/4

H.U.L

9/6/08

Para 31/N is approved.
Clearance of Ministry of
Law should also be
obtained.

✓ 10/4/08

33.

Incharge OW

✓ 11/4

Confidential

Agreement dated
**GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
G-5/2, ATA TURK AVENUE
ISLAMABAD**

No. 23/1/08-OW / 208

15 April 2008

To: Mr. Ghulam Rasool
 Joint Secretary
 Law, Justice and Human Rights Division
 S Block, 3rd Floor, Pak Secretariat
 Islamabad

Subject: Settlement with M/s Broadsheet (BS) – An asset recovery company

Please refer to the subject cited above.

2. The undersigned is directed to state that the Prime Minister of Pakistan had been pleased to form a Committee to deliberate and put up its recommendations to the Prime Minister's office on the issue of settlement with M/s IAR and M/s Broadsheet (BS) – two private asset recovery companies. On the Committee's recommendation the Prime Minister was pleased to approve settlement payments to both the asset recovery companies (copy of the Prime Minister's approval is placed as annexure A).

3. Para 3 (iii) of the approved recommendations states that "before the payments are made a separate 'settlement agreement' will be formally arrived at between NAB and each of the asset recovery companies broadly on the terms that the asset recovery companies and GOP would mutually, fully and forever, release and discharge each other and their successors from all claims in connection with or arising out of the agreements. This settlement agreement will be forwarded to the Ministry of Law, Justice and Human Rights for vetting".

4. The Ministry of Law has already vetted the 'settlement agreement' between NAB and M/s IAR (copy of the vetted agreement is placed as annexure B). NAB is now settling with M/s Broadsheet as well and a similar settlement agreement is being forwarded to the Ministry of Law, Justice and Human Rights for vetting.

 Aslam Saqib
 Deputy Director
 Ph: 051-9208044

Enclosed:

1. Copy of the Prime Minister's Approval
2. Copy of the vetted agreement (M/s IAR)
3. Draft Settlement Agreement with M/s BS

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AFFIDAVIT

1. That I, E. Jerry James, Son of [INSERT] , resident of _____, represent Steeplechase Financial Services LLC (hereinafter referred to as 'Steeplechase') with respect to the Commercial Services Agreement between the Government of Pakistan through the National Accountability Bureau (hereinafter referred to as 'NAB') and Broadsheet LLC (hereinafter referred to as 'BS') concluded on 20th June, 2000.
2. That I warrant and represent that BS has transferred and assigned all of its right, title and interest with respect to the Commercial Services Agreement mentioned above, to Steeplechase, through an Assignment Agreement dated 5th January, 2005.
3. That I warrant that the said assignment has been done in accordance with law and is valid.
4. That I warrant and represent that I am fully authorized to execute the Settlement Agreement between BS, Steeplechase and NAB/Government of Pakistan (hereinafter referred to as the 'Settlement Agreement'), on behalf of Steeplechase and further warrant and represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Settlement Agreement invalid.
5. That I also warrant that the present claim is neither the subject matter of any winding up proceedings anywhere nor listed as a claim with any liquidator.

- (60) 282
6. That as an executant of the Settlement Agreement on behalf of Steeplechase, I have full capacity to enter into the Settlement Agreement and in case of any defect in the said capacity, I hereby indemnify the NAB/Government of Pakistan, in my personal capacity, against any consequences including attempted revival of claims etc.
 7. That I, on behalf of Steeplechase declare and warrant that the original documents, copies, residual files/material referred to in clause "9" of the Settlement Agreement, being handed over to NAB, constitute the entire record in the custody of BS and Steeplechase, its associates, partners, legal representatives, shareholders and directors etc, with respect to BS's work carried out pursuant to the agreement with NAB, and nothing has been withheld by BS and/or Steeplechase.
 8. That I, on behalf of Steeplechase represent and warrant that Steeplechase is simultaneously with the execution of the Settlement Agreement instructing all its lawyers and members that the matter has been concluded.
 9. That I, on behalf of Steeplechase represent and warrant that Mr. Tariq Fawad, has full and unequivocal authority to execute the Settlement Agreement on behalf of Steeplechase, and all its directors, partners and shareholders etc.
 10. That I, on behalf of Steeplechase represent and warrant that Mr. _____, has full and unequivocal authority to sign and execute the Settlement Agreement and receive the Bank draft for US \$1.5 Million on behalf of Steeplechase, and all its directors, partners and shareholders etc.
 11. That I, on behalf of Steeplechase represent and warrant that the documents/material being handed over to NAB have been properly and legally obtained and the NAB/Government of Pakistan can utilize the same in any legal proceedings if so required.

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12. That I, on behalf of Steeplechase represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in the Settlement Agreement, except as otherwise set forth therein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in the Agreement. And in case of any such claim against NAB or Government of Pakistan, I shall defend it at my own cost.
13. That I, on behalf of Steeplechase represent and warrant that the terms and conditions set out in the Settlement Agreement constitute the scope of a full and final resolution of the dispute of all claims, issues, complaints, counter-claims etc between each other.

DEPONENT

VERIFICATION

Verified on oath at [INSERT PLACE] at this _____ day of _____ 2008
Steeplechase that the contents of the above Affidavit are correct and true to the best of my knowledge and belief.

DEPONENT

(74) 250

SETTLEMENT AGREEMENT

This Agreement is entered into between the Government of the Islamic Republic of Pakistan ("GOP") through the National Accountability Bureau ("NAB") of the Government of Pakistan, Attaturk Avenue, G-5/2, Islamabad, the Islamic Republic of Pakistan, (hereinafter referred to as the "NAB" which expression shall mean and include its legal representatives, successor entities, administrators, etc through Chairman NAB, Mr. Navid Ahsan of the FIRST PART)

AND

a) Broadsheet LLC, incorporated vide incorporation certificate dated _____ (copy enclosed) under the laws of _____ and having its registered office at _____, (hereinafter referred to as the "BS" which expression shall mean and include its sponsors, legal representatives, partners, directors, executors, chairman, shareholders, office bearers, permitted assigns, successors-in-interest, predecessors-in-interest, administrators, etc through its Chairman, Mr. Jerry James, duly authorized vide Board Resolution dated _____ passed by the Board of Broadsheet LLC)

AND

b) Steeplechase Financial Services LLC, incorporated vide incorporation certificate dated _____ (copy enclosed) under the laws of Colorado, USA and having its registered office at _____, which under the Assignment Agreement dated 4th January, 2005 (copy enclosed) is fully

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authorized to step into the shoes of Broadsheet LLC Gibraltar and receive the interest/claim of Broadsheet LLC under winding-up from the GOP (hereinafter referred to as the "Steeplechase" which expression shall mean and include its sponsors, legal representatives, partners, directors, executors, chairman, shareholders, office bearers, permitted assigns, successors-in-interest, predecessors-in-interest, administrators, etc through its Manager, Mr. Jerry James, duly authorized vide Board Resolution dated _____ passed by the Board of Steeplechase Financial Services LLC)

AND

c) Mr. E. Jerry James, son of _____, passport number _____, resident of _____, Colorado, USA and having his registered office at _____, as shareholder and beneficiary of Broadsheet LLC under winding-up (hereinafter referred to as the "Jerry James" which expression shall mean and include his sponsors, legal representatives, partners, directors, executors, shareholders, permitted assigns, successors-in-interest, predecessors-in-interest, etc) of the SECOND PART

(Steeplechase, BS and Jerry James hereinafter also referred to collectively as the "Second Party").

(NAB, Steeplechase, BS and Jerry James hereinafter also referred to collectively as the "Parties").

RECITALS

WHEREAS:-

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- A. The NAB is authorized on behalf of the Government of Pakistan to enter into this Agreement;
- B. The NAB and BS entered into a Commercial Services Agreement dated 20th June, 2000 (the "Commercial Services Agreement") in accordance with which BS agreed to provide asset recover services focusing on specifically targeted individuals and companies, on a contingency basis;
- C. A dispute arose between the NAB and the BS with respect to the obligations, performance and carrying out of those services by BS and BS was asked by NAB to stop undertaking any further steps pursuant to the Commercial Services Agreement and that the same stood terminated;
- D. BS claims a sum of US \$ 515.6 Million from NAB/GOP on the basis of its interpretation of clause 4 of the Commercial Services Agreement and in this regard target wise calculations are enclosed. NAB disagreed with the amount of the claim.
- E. BS was prepared to move into arbitration under the Commercial Services Agreement and press the aforesaid claim along with damages before the Chartered Institute of Arbitrators at Dublin.
- F. However, later the NAB and BS entered into negotiations for the purpose of seeking closure of the entire matter through a settlement of the dispute. In this regard, the parties held a detailed meeting in London during which the respective claims were contested (Minutes of Meeting are enclosed with this agreement) ;

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G. Meanwhile, BS assigned and transferred, through an Assignment Agreement dated 4th January, 2005 (hereinafter referred to as the "Assignment Agreement"), to Steeplechase all of its right, title, interest (including claims etc) in connection with the agreement entered into with the Government of Pakistan through the Chairman of the National Accountability Bureau (NAB) dated 20th June, 2000. (A copy of the said Assignment Agreement is appended with this agreement). However, BS was also re-incorporated in Denver, Colorado after Broadsheet LLC Gibraltar was under winding-up.

H. Further to those negotiations terms and conditions of a full and final settlement have been agreed;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein agreed, the Parties intending to be legally bound herein agree as follows:

TERMS & CONDITIONS

1. Full and Final Settlement

The Parties agree that the terms and conditions set out herein constitute the full and final resolution of the dispute concerning and arising from all claims, issues, complaints, counter claims etc between the Parties.

2. Entire Agreement and Successors in Interest

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon the executors,

A handwritten mark consisting of a circle with a stylized 'S' or 'F' inside.

administrators, personal representatives, heirs, successors and permitted assigns of each Party.

3. Release and Discharge

In consideration of the NAB's agreement to make the settlement payment (mentioned in clause "7" below), the Second Party fully and finally releases and forever discharges the NAB and the Government of Pakistan or its any entity, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which the Second Party pleads, or which may hereafter accrue or otherwise be acquired by the Second Party.

In consideration of the Second Party's agreement to the terms and conditions of this Agreement, and subject to the terms contained herein, the NAB also releases and discharges the Second Party, of and from any and all past, present or future claims, counter claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation by the NAB and the Government of Pakistan.

4. Warranty of Capacity to Execute Agreement

- A. The Second Party represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein, and that Steeplechase has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.
- B. The Second Party agrees to indemnify the NAB/Government of Pakistan from any claims, demands and causes of action that a person or entity

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may prefer against the NAB/Government of Pakistan and shall exclusively defend and settle such claims, clauses and causes of action.

- C. It is warranted that the Assignment Agreement dated 4th January, 2005 is legally valid, has not been challenged in any legal form including in the winding up proceedings of Broadsheet LLC Gibraltar. It is further warranted that the claim/interest that is subject matter of the present agreement is not at present a subject matter of winding-up proceedings nor is it listed as a claim before the liquidator.
- D. The executants of the Agreement on behalf of the Second Party have full capacity to enter into this Agreement and in case of any defect in the said capacity the executants in their personal capacity and BS and Steeplechase in their corporate capacity hereby indemnify the NAB/Government of Pakistan against any consequences including attempted revival of claims etc.

5. Termination of Service Agreement

- A. The Parties agree that the Commercial Services Agreement stands terminated completely and effectively and is null and void. (A copy of the said commercial services agreement is appended with this agreement).
- B. The termination shall also be applicable to persons or entities, registered with BS pursuant to the Commercial Services Agreement (hereinafter referred to as the "targets"). For the removal of doubt, the termination shall also apply to the provisions of para 18.5 of the Commercial Services Agreement notwithstanding anything contained therein.

6. Cancellation of Powers of Attorney

- A. The Second Party agrees that all Powers of Attorney and any other permissions to obtain information, initiate and pursue investigation, litigation, request for information with respect to the registered names/entities under the Commercial Services Agreement stand revoked and cancelled effectively and are null and void.
- B. For the removal of doubt, the termination shall also apply to the provisions of para 18.7 of the Commercial Services Agreement notwithstanding anything contained therein.

7. Settlement Amount

The Parties agree that in full and final settlement of its claims BS shall receive one time payment of US Dollars one million and five hundred thousand (\$1,500,000).

8. Payment Schedule

The Parties agree that the settlement payment referred to in Clause "7" above shall be made to BS through a demand draft drawn in the name of BS and handed over to its representative.

9. Return of all Documents and Information

- A. The Parties agree that simultaneously with the receipt of the settlement amount the Second Party shall:
- (i) provide/handover all original documents, copies, communications, prints and all other forms of information and shall box up all of the residual files in its possession and deliver to the NAB or its designated official in person all the

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- aforementioned material and obtain a written note acknowledging the receipt of record being returned or handed over;
- (ii) hand over and return all original Powers of Attorney issued pursuant to the Commercial Services Agreement mentioned in Clause "6" above;
 - (iii) hand over all and any authorizations received from the Government of Pakistan or the NAB for request for information, Mutual Legal Assistance, initiation of investigations in foreign jurisdictions, initiation and pursuit of judicial proceedings etc;
 - (iv) hand over all details of the information obtained and material recovered through its Consultants in respect of work done pursuant to the Commercial Services Agreement;
 - (v) provide details of any and all requests for Mutual Legal Assistance and/or letter(s) requesting information pertaining to which information is still awaited from the concerned authorities. In this respect, the Second Party agrees that any such request for Mutual Legal Assistance and/or letter(s) and any copies thereof shall be handed over by the Second Party to NAB;
 - (vi) provide information regarding any investigative and/or judicial proceedings pending pursuant to the Powers of Attorney mentioned in Clause "6" above.

- B. The form of the record being handed over to the NAB includes paper material, images, scanned data, electronic data on computer hard disks/online storage facilities/removable storage devices, CDs, DVDs, and Floppy disks etc.

10. Prohibition of Use of Information

7K

- A. The Second Party shall not use or share the information obtained in connection with or arising from its work under the Commercial Services Agreement in any manner whatsoever and shall not use the information in articles, books, press, media, speeches, discussions or otherwise.
- B. The Second Party shall not use or disseminate the information on the targets whether that was obtained by them, provided to them by the NAB or accumulated while working on the targets by BS or any firm/consultants hired by BS for investigative purposes etc.
- C. In case of any use of the said information, the Second Party hereby indemnifies the Government of Pakistan and/or the NAB in respect of any claims for compensation or any other form of loss by persons or entities. The Second Party agrees to exclusively itself defend at its own cost and settle for such claims etc.

11. Disclosure

- A. The Second Party declares and warrants that the original documents, letter, copies, residual files/material referred to in this Agreement (Clause "9" above in particular) being handed over to the NAB, constitute the entire record in the custody of the Second Party, its Consultants, associates, partners, legal representatives, shareholders and directors etc. with respect to BS's work under the Commercial Services Agreement and nothing has been withheld by the Second Party.
- B. The Second Party shall simultaneously with the receipt of the Settlement amount provide a notarized affidavit to the effect that all documents provided by the NAB and any information, records, materials etc collected or received by BS pursuant to or in respect of its work under the

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Commercial Services Agreement have been returned and that nothing has been withheld in any form whatsoever.

12. Confidentiality

The Parties agree that the terms and conditions of this Agreement shall be strictly confidential and shall not be disclosed to any persons or entities, other than their officials, professional advisers and consultants who themselves shall be similarly bound. In case of any disclosure by the Second Party, the Second Party hereby indemnifies for and to the extent as provided in the preceding clauses of this Agreement.

13. Amendments

The Agreement may be amended at any time through mutual written consent of the Parties.

14. Notices

The Parties agree that any notices required or desired to be given in respect of this Agreement shall be in writing and delivered to the address of the receiving Party first set out above.

15. Exclusive Understanding

The Parties agree that this Agreement constitutes the full, complete and exclusive understanding of the matters covered in this Agreement superseding any prior representations verbal or written understandings as well as all prior negotiations and undertakings and contains all terms and conditions pertaining to the subject matter hereof.

16. Separability

The Parties agree that should any clause, paragraph, phrase or line become or be declared unlawful or unenforceable then it shall be deemed to have been separated from the rest of the provisions of this Agreement which shall remain in full force and effect.

17. Event of Claim

In the event of any claim raised against the Government of Pakistan or the NAB by anyone, any Court, liquidator, provisional manager etc whether under any right, assignment etc or on behalf of the Second Party in respect of any issue relating to or arising from the Commercial Services Agreement the Second Party and the present executants on its behalf of this Agreement shall be responsible for the same and defend them at their own cost and the Government of Pakistan or NAB stands indemnified against any such claim.

18. Meeting to Conclude the Settlement

1. In case the Parties meet at a pre designated venue then the following proceedings shall take place:
 - A. hand over of the demand draft by the Representatives of the Government of Pakistan to the representative of the Second Party (mentioned in Clause "8" above);
 - B. receiving formal custody of all the material, record, residual files as mentioned in the preceding provisions of this Agreement by the Representatives of the Government of Pakistan from representative of the Second Party;

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- C. exchange of signed instruments of Agreement;
- D. presence of officials from both sides;
- E. Minutes of Meeting for the entire proceedings to be duly recorded and approved by the Parties.
2. The Parties agree that the order from A through E of proceedings as listed in clause 18.1 above does not provide for indicates hierarchy or individual importance amongst the proceedings. All proceedings shall be completed and each proceeding shall take effect simultaneously with other proceedings.

19. Governing Law

The Parties agree that this Agreement shall be governed and construed in accordance with the English Law.

20. Dispute Resolution

The Parties agree that any dispute concerning with or arising from this Agreement or derived from the terms and conditions herein shall be finally resolved by arbitration in accordance with the Rules of the Chartered Institute of Arbitrators before a single arbitrator in London with the proceedings conducted in the English language and with each side being responsible for its costs and any right of appeal hereby waived to the extent allowed by law.

21. Additional Documents

- A. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be

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necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

- B The representatives of the Second Party undertake to sign and execute any document after this agreement that the NAB or the Government of Pakistan may require for its internal procedures

22. Costs and Legal Fees

The Parties agree to bear their own costs and attorney's fees in connection with the negotiations and execution of this Agreement.

23. Authorized Signatories

The Parties confirm, warrant and represent that the individuals executing this Agreement on behalf of them are authorized to do so and further warrant and represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Agreement invalid.

24. Effectiveness

This Agreement shall take effect from the date of the signing of this Agreement.

WHEREFORE, the Parties intending to be legally bound execute this Agreement as of the _____ day of [MONTH] . 2008

AGREED:

**Government of Pakistan
(through the National Accountability Bureau)**

AGREED:

Broadsheet LLC

(Signature) 251
By: E Jerry James (**Chairman**)

(Authorized signature)

(Authorized signature)

AGREED:

Steeplechase Financial Services LLC

AGREED:

Mr. E Jerry James

By: E Jerry James (**Manager**)

(Authorized signature)

Shareholder & beneficiary of
Broadsheet LLC (under winding-
up)

Date:

WITNESSES

Witness

Name: _____

Witness

Name: _____

Signature: _____

Signature: _____

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Witness

Name: _____

Witness

Name: _____

Signature: _____

Signature: _____

AFFIDAVIT

1. That I, Tariq Fawad, Son of [INSERT] resident of _____ have been representing Broadsheet (hereinafter referred to as 'BS') with respect to its Commercial Services Agreement with the Government of Pakistan through the National Accountability Bureau (hereinafter referred to as 'NAB') concluded on 20th June, 2000.
2. That I warrant and represent that BS has transferred and assigned all of its right, title and interest with respect to the Commercial Services Agreement mentioned above, to Steeplechase, through an Assignment Agreement dated 5th January, 2005.
3. That I warrant and represent that I am fully authorized to execute the Settlement Agreement between BS, Steeplechase and NAB/Government of Pakistan (hereinafter referred to as the 'Settlement Agreement'), on behalf of BS and further warrant and represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Settlement Agreement invalid.
4. That as an executant of the Settlement Agreement on behalf of BS, I have full capacity to enter into the Settlement Agreement and in case of any defect in the said capacity, I hereby indemnify the NAB/Government of Pakistan, in my personal capacity, against any consequences including attempted revival of claims etc.

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5. That I, on behalf of BS declare and warrant that the original documents, copies, residual files/material referred to in clause "9" of the Settlement Agreement, being handed over to NAB, constitute the entire record in the custody of BS, its associates, partners, legal representatives, shareholders and directors etc, with respect to BS's work carried out pursuant to the agreement with NAB, and nothing has been withheld by BS.
 6. That I, on behalf of BS represent and warrant that BS is simultaneously with the execution of the Settlement Agreement instructing all its lawyers, in particular _____ that the matter has been concluded.
 7. That I, on behalf of BS represent and warrant that Mr. E. Jerry James, has full and unequivocal authority to execute the Settlement Agreement on behalf of BS, and all its directors, partners and shareholders etc.
 8. That I, on behalf of BS represent and warrant that Mr. _____, has full and unequivocal authority to sign and execute the Settlement Agreement and receive the Bank draft for US \$1.5 Million on behalf of BS, and all its directors, partners and shareholders etc.
 9. That I, on behalf of BS represent and warrant that the documents/material being handed over to NAB have been properly and legally obtained and the NAB/Government of Pakistan can utilize the same in any legal proceedings if so required.
 10. That I, on behalf of BS represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in the Settlement Agreement, except as otherwise set forth therein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in the Agreement. And in case of any such claim against NAB or Government of Pakistan, I shall defend it at my own cost.

11. That I, on behalf of BS represent and warrant that the terms and conditions set out in the Settlement Agreement constitute the scope of a full and final resolution of the dispute of all claims, issues, complaints, counter-claims etc between each other.

DEPONENT

VERIFICATION

Verified on oath at [INSERT PLACE] at this _____ day of _____ 2008 that the contents of the above Affidavit are correct and true to the best of my knowledge and belief.

DEPONENT

AFFIDAVIT

1. That I, E. Jerry James, Son of [INSERT] , resident of _____, have been representing Broadsheet (hereinafter referred to as 'BS') with respect to its Commercial Services Agreement with the Government of Pakistan through the National Accountability Bureau (hereinafter referred to as 'NAB') concluded on 20th June, 2000.
2. That I warrant and represent that BS has transferred and assigned all of its right, title and interest with respect to the Commercial Services Agreement mentioned above, to Steeplechase, through an Assignment Agreement dated 5th January, 2005.
3. That I warrant that the said assignment has been done in accordance with law and is valid.
4. That I warrant and represent that I am fully authorized to execute the Settlement Agreement between BS, Steeplechase and NAB/Government of Pakistan (hereinafter referred to as the 'Settlement Agreement'), on behalf of BS and further warrant and represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Settlement Agreement invalid.
5. That I also warrant that the present claim is neither the subject matter of any winding up proceedings anywhere nor listed as a claim with any liquidator.

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- (2)
6. That as an executant of the Settlement Agreement on behalf of BS, I have full capacity to enter into the Settlement Agreement and in case of any defect in the said capacity, I hereby indemnify the NAB/Government of Pakistan, in my personal capacity, against any consequences including attempted revival of claims etc.
 7. That I, on behalf of BS declare and warrant that the original documents, copies, residual files/material referred to in clause "B" of the Settlement Agreement, being handed over to NAB, constitute the entire record in the custody of BS and Steeplechase, its associates, partners, legal representatives, shareholders and directors etc, with respect to BS's work carried out pursuant to the agreement with NAB, and nothing has been withheld by BS and/or Steeplechase.
 8. That I, on behalf of BS represent and warrant that BS is simultaneously with the execution of the Settlement Agreement instructing all its lawyers and members that the matter has been concluded.
 9. That I, on behalf of BS represent and warrant that Mr. Tariq Fawad, has full and unequivocal authority to execute the Settlement Agreement on behalf of BS, and all its directors, partners and shareholders etc.
 10. That I, on behalf of BS represent and warrant that Mr. _____, has full and unequivocal authority to sign and execute the Settlement Agreement and receive the Bank draft for US \$1.5 Million on behalf of BS and Steeplechase, and all its directors, partners and shareholders etc.
 11. That I, on behalf of BS represent and warrant that the documents/material being handed over to NAB have been properly and legally obtained and the NAB/Government of Pakistan can utilize the same in any legal proceedings if so required.
 12. That I, on behalf of BS represent and warrant that other than Steeplechase no other person or entity has or has had any interest in the claims.

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demands, obligations, or causes of action referred to in the Settlement Agreement, except as otherwise set forth therein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in the Agreement. And in case of any such claim against NAB or Government of Pakistan, I shall defend it at my own cost.

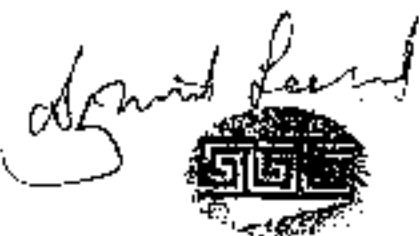
13. That I, on behalf of BS represent and warrant that the terms and conditions set out in the Settlement Agreement constitute the scope of a full and final resolution of the dispute of all claims, issues, complaints, counter-claims etc between each other.

DEPONENT

VERIFICATION

Verified on oath at [INSERT PLACE] at this _____ day of _____ 2008 that the contents of the above Affidavit are correct and true to the best of my knowledge and belief.

DEPONENT



STAMPS AND SIGNATURES

ASSIGNMENT

THIS Assignment made this 16th day of January, 2003, by and between Broadsheet Inc ("Assignor"), and Steppelhouse Financial Services, LLC ("Assignee").

Witnesseth, that for valuable consideration in sum paid by the Assignee to the Assignor, except of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee all or his rights, title and interest in and to all, set forth in connection with the agreements entered into with the Government of Pakistan ("the Government") through the Chairman of the National Accountability Bureau ("NAB") dated 20 June 2000 ("the Agreement"),

provided, however, as witnesseth of say kind whatsoever acts made incident to this Assignment.

IN WITNESS WHEREOF, the Assignee has effected this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

For Broadsheet Inc

Mr Chatman

Jerry James

For Steppelhouse Financial Services, LLC

The Manager

Jerry James

B R O A D S H E E T

1 A That's correct, sir.
 2 Q On the basis of this email from Mr Soofi, it would
 3 appear that he had passed on certain documents received
 4 from Mr Malik to the NAB, correct?
 5 A That's correct, sir.
 6 MR NORMAN: Thank you. No further questions, Sir Anthony.
 7 Question by THE ARBITRATOR:
 8 THE ARBITRATOR: I have just got one question. It means
 9 going back to a time when you were asked to produce
 10 a brief.
 11 A Sir.
 12 THE ARBITRATOR: And we can look at your statement if you
 13 like. But you don't seem to distinguish there between
 14 IAR and Broadsheet.
 15 A Yes, sir, that is correct. I don't. Because that's
 16 what I was asked to do, I was asked to propose a brief
 17 on behalf of them, sir. And both their performances were
 18 equally abysmal, if I may be allowed to say.
 19 THE ARBITRATOR: Yes. What I was wondering was this were
 20 you really distinguishing in your mind, at that stage,
 21 between IAR and Broadsheet, because both were Mr James's
 22 companies as far as you were concerned?
 23 A No. I had a clear distinction that both were separate
 24 companies.
 25 THE ARBITRATOR: Well, let's look at your statement. You

1 A Yes, sir. English is not my first language, sir, I can
 2 make errors in grammar.
 3 THE ARBITRATOR: Thank you, Sir. Well, that concludes
 4 your evidence.
 5 A Thank you, Sir.
 6 THE ARBITRATOR: Unless either counsel wants to ask anything
 7 arising out of my—
 8 Thank you very much indeed.
 9 A Thank you.
 10 THE ARBITRATOR: Thank you. And we will take our morning
 11 break. There is no pressure of time, is there?
 12 MR NEWBINGER: I think we are in a good place today, just in
 13 terms of the final witness, Mr Soofi, it is safe to say
 14 we are going to take longer than this witness.
 15 THE ARBITRATOR: We will take 10 minutes. 10.50.
 16 (10.40 am)
 17 (A short break)
 18 (10.50 am)
 19 THE ARBITRATOR: Good morning. My apologies I was one
 20 minute late.
 21 Would you please give me your full name for the
 22 record?
 23 A My full name is Ahmed Bilal Soofi.
 24 THE ARBITRATOR: And you are about to give evidence, of
 25 course. Do you wish to take the oath or affirmation?

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1 say, at the end of paragraph 10
 2 "Both the companies had not performed as per the
 3 agreement."
 4 But then 11, you deal with IAR, 12, you talk about
 5 IAR and Broadsheet. And then 13, you are talking about
 6 them, 14, 1 is back to IAR and you settled. And
 7 Broadsheet continued.
 8 So sometimes it looks as if you are talking about
 9 both companies together and other times you separate
 10 them.
 11 A I was aware that legally they are separate entities.
 12 Both had similar contracts with NAB. Both their
 13 performance was equally good or bad.
 14 THE ARBITRATOR: Yes.
 15 A We were going to settle with both of them, but we
 16 settled with IAR first, Broadsheet after so.
 17 THE ARBITRATOR: Yes. But if we go back to 11, you said
 18 halfway through.
 19 "Since both the entities had entered into an
 20 agreement with NAB..."
 21 And there were two separate agreements separated
 22 by—
 23 A There were two separate agreements, sir.
 24 THE ARBITRATOR: Yes. And you say you had that in mind
 25 throughout?

1 A The oath, in the Kuran.
 2 THE ARBITRATOR: Yes. Would you take the oath, please?
 3 MR AHMED BILAL SOOFI (sworn)
 4 Examination- in-chief by MR LEVY
 5 MR LEVY: Good morning, Mr Soofi.
 6 A Good morning.
 7 Q Can I just check you have in front of you your first
 8 witness statement, which is at bundle 2, reference 1131?
 9 A Yes.
 10 Q Are there any corrections or clarifications you would
 11 like to make to that statement, Mr Soofi?
 12 A Yes, in paragraph 37.
 13 Q Paragraph 37?
 14 A Yes. Second last line.
 15 Q Yes, what clarification would you like to make?
 16 A Instead of the word "dissolved" it should be, "under
 17 winding up". Paragraph 37, second last line.
 18 Q Instead of the word "dissolved", you would like to
 19 replace that with "under winding up"?
 20 A Right.
 21 Q Aside from that change, Mr Soofi, are there any other
 22 changes you would like to make to your first statement?
 23 A I'm fine.
 24 Q And could I ask you to turn up your second statement,
 25 please, which is at talk 1131E. Are there any changes or

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1 clarifications you would like to make to that statement?

2 A. I'm fine.

3 MR LEWIS: You are now going to be asked some questions by

4 Broadsheet's lawyers.

5 Cross-examination by MR NEWBERGER

6 MR NEWBERGER: Good morning, Mr Soofi. I introduced myself

7 to you a few minutes ago before we went on the record.

8 (John Stuarts Newberger, one of the lawyers representing

9 the claimant in this arbitration, before Sir Anthony

10 here in London.)

11 I am going to ask you, as you can imagine, a few

12 questions about your roles counsel for -- I call it

13 the respondents. When I say that, I mean the government

14 of Pakistan and NAB, either separately or together,

15 unless I have a question about the difference between

16 the two. It is either the respondents in both of them,

17 or I might say NAB or I might say Pakistan, but if I am

18 trying to distinguish between them, I will let you know.

19 Otherwise we will treat them as a package okay?

20 A. Okay.

21 Q. Are you a member of the Bar in Pakistan?

22 A. That's right.

23 Q. Are you licensed anywhere else other than Pakistan?

24 A. No.

25 Q. To illustrate that you had the privilege of coming to the

1 effectively?

2 A. Right.

3 Q. Separate from the settlement issues and negotiations

4 which we are going to spend most of our time talking

5 about, are you now being instructed, either by the

6 government of Pakistan or NAB or any other matters?

7 A. No.

8 Q. Okay. And then other than, will I will call it the

9 Broadsheet IAR settlement issues, have you been

10 instructed by either the government or NAB or any

11 agencies of Pakistan, let's say since 2006, in the last

12 10 years?

13 A. You mean in what sense, "have been instructed"?

14 Q. Just have you been instructed, either that the Broadsheet

15 IAR settlement issues?

16 A. I am doing some cases for the government.

17 Q. Are you presently doing them?

18 A. Yes.

19 Q. Just very generally, I am not looking for privileged

20 information, just what type of cases are you handling

21 for the government?

22 A. International arbitration and some other litigation, in

23 international court.

24 Q. Are those commercial international arbitrations or

25 investment treaty, or border disputes? just generally.

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1 UK for some of your legal education and that you have

2 an LLM from Cambridge 1988, correct?

3 A. Correct.

4 Q. Was there a particular area of study that you focused on

5 at Cambridge?

6 A. Public International law.

7 Q. That is a highly respected programme. Well, we're --

8 And from your witness statements, I see you actually

9 have done work in the international area, in public

10 international law, correct?

11 A. Right.

12 Q. So would it be fair to say that you are experienced in

13 fairly esoteric legal matters, both inside and

14 outside of Pakistan?

15 A. I leave it to your judgment.

16 Q. Well, I am trying to pay you the compliment. We will

17 find out. We will probe on that a little bit.

18 Well, we have your two witness statements, and they

19 are very helpful and I am going to refer to them

20 probably quite a bit because they are something you

21 spent some time -- did you prepare them yourself, by the

22 way?

23 A. Yes. I dictated them.

24 Q. Other than the one correction which I just made in my

25 copy as well, this represents your own work.

1 I am just trying to get a sense.

2 A. Public international law issues.

3 Q. Okay. Very well. And you are currently instructed by

4 the government to handle some of those?

5 A. Yes.

6 Q. I don't need the details of the cases. I just want to

7 know -- so currently the respondents are a client, would

8 that be fact?

9 A. The government --

10 Q. The government?

11 A. The government is, yes.

12 Q. Okay. This is one of the times I will distinguish

13 between NAB and the Republic of Pakistan.

14 A. Right, right.

15 Q. So sitting here today, on your professional docket, the

16 government of Pakistan, Islamic Republic of Pakistan, is

17 a client of you and your law firm?

18 A. Yes.

19 Q. Okay, thank you. Are you doing any work for NAB right

20 now?

21 A. No.

22 Q. Other than appearing as a witness here, of course?

23 A. No.

24 Q. Okay. Are you being compensated by NAB or the republic

25 for your work on this arbitration in any way?

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- 1 A No.
 2 Q Okay. You are what we call a pure witness?
 3 A Yes.
 4 Q Very good. Thank you. Now, just on the subject of your
 5 interactions and whence, during the course of working
 6 on the Broadsheet and IAB settlements process -- I will
 7 capture that in large -- were you either working with
 8 or instructed by or having any communications with
 9 counsel outside of Pakistan?
 10 A Not really.
 11 Q How about Kendall Freeman solicitors in London?
 12 A That was in fact, like very initial stage -- no, sorry
 13 not work Kendall Freeman.
 14 Q With another firm? But there was another? You can't
 15 have an identify?
 16 A It was Hunton & Williams that IAB, they were the lawyers
 17 for IAB, and I briefly interacted with them.
 18 Q As adverse counsel, effectively?
 19 A Yes.
 20 Q Putting aside adverse counsel, I meant on Pakistan or
 21 any of these side of the table, or ventures?
 22 A No.
 23 Q So you didn't interact with Kendall Freeman when you
 24 were instructed in that?
 25 A No.
- 1 THE ARBITRATOR: That is an important clarification.
 2 MR NEWBARGER: Thank you, we are going to get into it in
 3 terms of the file, and you are familiar with the file,
 4 so you know where some of these are going to go. But
 5 I am trying to get a sense of whether there are questions
 6 of Isle of Man law or English law or Colorado law or
 7 anything else, you or your law firm -- I know you have
 8 associates and colleagues, but you or your law firm were
 9 responsible for the elements of that particular work,
 10 correct?
 11 A Well, we were looking at the documents that were
 12 available to us, and on the basis -- on that basis we
 13 were making our judgment.
 14 Q Okay. So if there was an issue of English law or
 15 Isle of Man law or Colorado law, your firm undertook to
 16 perform that task?
 17 A We were looking at the documents that were provided to
 18 us and we were under instructions to give input wherever
 19 required.
 20 Q That is fair. Again, you have answered my question,
 21 I appreciate it. I just want to know whether any other
 22 law firms were involved outside of you were just
 23 handling all this yourself?
 24 A Not through us.
 25 Q Okay. Let's focus a little bit more. I understand both

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- 1 Q Did you interact with any solicitors or counsel in the
 2 Isle of Man?
 3 A No.
 4 Q How about Denver, Colorado?
 5 A No. Only Mr Tisdale. Apart from that.
 6 Q Again, on your side of the table. I am trying to get
 7 a sense of who was involved for the respondents in this
 8 process. You obviously were the lead transaction lawyer
 9 for this, you negotiated, you did the work, you drafted
 10 the settlements. I understand that role from your
 11 witness statement.
 12 A Right.
 13 Q I just want to get a sense of whether there were any
 14 other lawyers or law firms other than you and your firm
 15 I am not meaning now in-house at IAB or the Ministry of
 16 Law. I am talking about outside Pakistan: London,
 17 Isle of Man, Denver, Colorado or any other foreign
 18 jurisdiction, no other lawyers, as far as you know were
 19 working on that file?
 20 A I don't know.
 21 MR LEVY: I don't mean to interrupt, it is just that the
 22 [draft] transcript at line 8 has the witness saying,
 23 "Only Mr Sisdi", and I think it should say, "Only
 24 Mr Tisdale."
 25 MR NEWBARGER: I believe that is what he said, yes.
- 1 your first witness statement at paragraph 4, and you
 2 have that in front of you, and by the way, Mr Soofi,
 3 I know you are an experienced arbitration lawyer, but,
 4 you know the rules, any time you need to look at your
 5 witness statement, please feel free. We are in no rush
 6 here.
 7 A Right.
 8 Q . . .
 9 "My instructions to act on behalf of the government
 10 of Pakistan and IAB were first received in 2006."
 11 My first question to you is from whom did you get
 12 the instructions, I don't care about privileged
 13 information, but who was instructing you in 2006?
 14 A Initially, the chairman's office.
 15 Q The chairman of NAB?
 16 A Yes.
 17 Q And that was General Haider at that point?
 18 A I'm not quite sure. I think General Haider.
 19 Q Also, I'm sorry. And at that time were you instructed
 20 to initiate settlement discussions?
 21 A Yes.
 22 Q In 2006?
 23 A Yes.
 24 Q Okay. And that was to be with both Broadsheet and IAB?
 25 A That's right.

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1 Q Okay. And do you know -- not the exact date. Do you
 2 know generally in 2006 when this was; early, middle,
 3 later part of the year?
 4 A I don't exactly remember, but they had, I believe,
 5 a notice of arbitration from IAR, so they asked me to
 6 look at it and see what kind of way forward on this is.
 7 either proceed to contest the arbitration or find a way
 8 to resolve this issue, and in doing so resolve it both
 9 with IAR and Broadsheet.
 10 Q Thank you. That is a good clarification up. So your
 11 instructions initially were in response to IAR making
 12 a notice of arbitration?
 13 A Right.
 14 Q You got involved with that. As part of that
 15 instruction, it was your understanding -- again, I don't
 16 want privileged information, but it was your
 17 understanding that that assignment would also include
 18 trying to resolve issues with Broadsheet?
 19 A Yes.
 20 Q Okay, thank you. So let's take this a little further.
 21 When you first get the instructions in 2006,
 22 I understand it was first with regard to the IAR
 23 arbitration notice?
 24 A Right.
 25 Q But you said it was also part of a Broadsheet, I will

1 Kendall Freeman?
 2 A Right.
 3 Q Did you have any conversations with Mr Pervez or
 4 Kendall Freeman or anyone else at that time?
 5 A No.
 6 Q You didn't have anything to do with them?
 7 A No.
 8 Q You didn't call them up or anything?
 9 A No.
 10 Q You didn't ask for their files?
 11 A My instructions were to proceed from this point onwards.
 12 Q I understand that. In terms of proceeding onwards, did
 13 you or anyone in your firm, I use that collectively,
 14 make any enquiry to Kendall Freeman about their files?
 15 A No, we did not.
 16 Q Even -- let me finish. Even though they were the ones
 17 who sent the termination letter in October 2006?
 18 A We did not.
 19 Q Was that something you were instructed to not deal with
 20 them or was that just a judgment you made?
 21 A To do anything while representing NAB you need specific
 22 instructions. So we can't do it on our own, unless
 23 instructed.
 24 Q I see. Was it something that occurred to you that it
 25 was something you should do as part of due diligence.

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1 call it resolution goals?
 2 A Right.
 3 Q Whatever we want to say. What kind of files were you
 4 provided by your clients, meaning NAB and the
 5 government?
 6 A I was provided files relating to the activities of IAR
 7 and BS.
 8 Q When you say "activities", you mean during -- from the
 9 contract period to the end of the contract?
 10 A Basically on the targets, what kind of work they had
 11 done on the targets. Because I was eventually to
 12 negotiate a figure, so I wanted to make an assessment,
 13 what kind of work has been done by IAR or Broadsheet.
 14 And what is the nature of time they have spent and what
 15 is the nature of activities they have carried out. And
 16 that would give me a sense of what was the quantum that
 17 we would be talking about.
 18 Q Okay. That is fair. I appreciate that. So in 2006
 19 your task was on, I will call it the underlying work of
 20 the two contracts, with regard to the targets. Were you
 21 aware -- state that.
 22 When you were instructed, were you shown copies of
 23 the two IAR contracts?
 24 A Right.
 25 Q Were you also shown the termination letter sent by

1 and because you weren't instructed, you chose not to?
 2 I'm just trying to get a sense of this.
 3 A I think there was a level of tremendous confidence in
 4 the people who were associated with IAR and Broadsheet.
 5 In terms of their linkages with NAB, they were all over
 6 the record. So it was understood that IAR had Dr Pepper
 7 and Mr Kewal behind it, and it was also understood from
 8 behind Broadsheet was Mr Jerry James, who was a moving
 9 spirit. So the idea was that one could reach out from
 10 there and take the matters further from there to resolve
 11 it.
 12 Q Right.
 13 A So in that sense everyone knew Jerry James is the man
 14 behind Broadsheet and Dr Pepper is the man behind IAR.
 15 Q I understand that part of respondent's case. What I am
 16 asking you is about more mechanical issues and how you
 17 were gathering information.
 18 A Right.
 19 Q If you can turn in the bundle to 121H50.
 20 A Which is this?
 21 Q 121H50. There is an assistant who will help you, plus it
 22 will be on the screen. You are familiar with this
 23 document, correct? This is the termination letter from
 24 Kendall Freeman.
 25 A Right.

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1 Q Right. And it is dated, of course, 28 October 2003. As
 2 part of your work you said -- you just described -- you
 3 knew who was behind the two companies, I understand
 4 that. But in terms of the termination of the two
 5 contracts, that was not done by NAB directly, right? It
 6 was done by their solicitors in London, correct?
 7 A Right.
 8 Q Okay. And because that was a part of what you were
 9 working on, I assume you had this in your file? 2006
 10 was part of your review of the file, correct?
 11 A I read that.
 12 Q Okay, fine. So when you read it, it was clear that
 13 Kendall Freeman had ended the contracts on behalf of NAB
 14 in Pakistan, correct?
 15 A Right.
 16 Q Did you make any effort to get copies of
 17 Kendall Freeman's files with regard to the termination
 18 notice?
 19 A No.
 20 Q No. Would that have been perhaps possibly relevant to
 21 doing your due diligence on the job?
 22 A It depends. Because the overseas wing was very
 23 comfortable with interacting with these people who were
 24 behind this and so was NAB. And my instructions were
 25 that they are not being available readily, so if you

1 documentation demonstrated that we were talking to the
 2 relevant person if we were to start with that. So we
 3 thought that we could go ahead with this.
 4 Q You said "because of your instructions"; were you told
 5 not to contact Kendall Freeman or look at their files?
 6 A That is, I think --
 7 Q No, don't -- please don't look to counsel for an answer.
 8 You know that is not appropriate.
 9 A I was giving my advice to them on various aspects and it
 10 was decided that we continue from that point onwards.
 11 Q Okay. I'm going to -- you are an experienced
 12 arbitration lawyer, so am I. I am going to ask you this
 13 important question, because it is important to this
 14 case. At the time that you were instructed, and you
 15 knew about Kendall Freeman sending the termination
 16 letter, on what basis did you not reach out to either
 17 get their files or information from Mr Percy, the
 18 partner, or anything regarding to their work on the
 19 termination letter?
 20 A At that point I think that wasn't relevant, what was
 21 relevant was a sense of the work that they had done,
 22 that I was looking at in the files.
 23 Q So it wasn't relevant, the basis for the attempt to
 24 rescind the contracts -- excuse me -- or for the
 25 termination, it wasn't relevant to your work?

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1 could reach out to them both groups. In terms of IAR as
 2 well as Broadsheet, that would be helpful.
 3 Q That wasn't my question, Mr Sood. I asked you
 4 something entirely different.
 5 A Okay.
 6 Q I asked you about Kendall Freeman, I didn't ask you
 7 about Mr Mousavi or Mr James. So if I wasn't clear,
 8 I apologize.
 9 So back to my question, which is at the time you
 10 had the file in 2006, you had the termination letter
 11 from Kendall Freeman, correct?
 12 A Right.
 13 Q You reviewed it, because this was the basis for
 14 reviewing the contracts, right?
 15 A Right.
 16 Q Pretty important document as part of your review,
 17 correct?
 18 A Right.
 19 Q So at that time, or any time after you started with your
 20 instructions, why didn't you at least make some inquiry
 21 to whether your clients had the Kendall Freeman file or,
 22 in the alternative, reaching out to Kendall Freeman
 23 yourself?
 24 A As I said, it was based on instruction framework, number
 25 one. Number two, the input that I had in terms of

1 A On me, basis was quite self-evident in the notice of
 2 termination itself. It was speaking back to me, the
 3 grounds, the details, why it has been terminated. So
 4 clearly on that basis I was looking at the files to see
 5 that -- what work they had done on targets, and whether
 6 they spent the right kind of time, right kind of effort.
 7 Q I appreciate your answer. But you keep going from my
 8 question to a different question. We are going to get
 9 to the second questions, I assure you. But I really
 10 need to understand the basis without disclosing
 11 privileged information, how it is that you did not seek
 12 to review the files of the London solicitors who had
 13 ended the contracts, and that is the question I have.
 14 Now who was behind Broadsheet and not something going
 15 forward. I really need a sense of that, sir.
 16 A I think the notice itself was sufficient.
 17 Q Which notice?
 18 A The notice of termination. It was quite detailed. It
 19 was giving a sense of why it has been terminated and
 20 that information was sufficient for the purposes of my
 21 assignment.
 22 Q So you took it at face value?
 23 A That's right.
 24 Q Did you look at the underlying file that Kendall Freeman
 25 had relied on to prepare that letter?

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1 A. No, I did not. But I looked at, as I said, the targets
2 file.
3 Q. I understand that is the targets. I know you are trying
4 to answer another question and those questions are going
5 to come, I promise you.
6 A. Right.
7 Q. But I really want to stick with my questions first so
8 and I say that with all respect.
9 Please don't keep looking to counsel for answers,
10 sir.
11 A. I'm not, I'm not.
12 Q. Thank you. Now let's take it another step. Did your
13 instructions in 2006 include giving your clients advice
14 on the legality under Colorado law or any other law of
15 a 2005 assignment between Steeplechase Financial
16 Services and Broadsheet LLC?
17 A. When it was presented, it was -- it came to me. I took
18 it to NAB and we had discussions on that. And then we
19 looked at it and it was a decision that we can rely on
20 that and it looked appropriate. So in that sense,
21 I would say I gave an advice to rely on that as well.
22 Q. Not in 2006. My question was when you were --
23 A. Not in 2005. This was much later, when it came out, in
24 2008.
25 Q. Right. And then were you consulted with regard to any

1 Prosecutor General for Punjab, which is a province, and
2 it was stationed in Lahore; about 400 kilometers away
3 from Islamabad. I was given an office and the purpose
4 was to appear in the high courts in those cases.
5 Q. On behalf of NAB?
6 A. Yes.
7 Q. Sir you had prior experience as a Prosecutor General for
8 NAB --
9 A. Deputy Prosecutor.
10 Q. Deputy Prosecutor, excuse me, in the Lahore office?
11 A. Right.
12 Q. Do you have any family members that have been employed
13 by NAB or the government of Pakistan?
14 A. No.
15 Q. Anyone who has served as legal counsel for either NAB or
16 the government?
17 A. No.
18 Q. So you are the only family member that has either worked
19 for the government or advised them?
20 A. Yes.
21 THE ADJUDICATOR. Do you mean the Government or NAB?
22 MR MCWEDGER. Either the government or NAB, sir.
23 THE ADJUDICATOR. I think you mentioned both.
24 A. What you mean --
25 MR MCWEDGER. The government of Pakistan, any ministries or

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1 claims made by NAB or Pakistan against the estate of
2 Mr James in Denver Colorado?
3 A. No.
4 Q. Were you consulted on any issues -- strike that
5 question.
6 Did Pakistan or NAB ask for your consultations with
7 regard to any issues in the Isle of Man liquidation
8 proceedings?
9 A. No.
10 Q. Are you aware of any solicitors who have been instructed
11 in the Isle of Man by Pakistan and NAB?
12 A. Not to my knowledge.
13 Q. Not to your knowledge, not even sitting here today?
14 A. I believe they have now, but for these proceedings or
15 something, but not in much detail. I have no really
16 idea.
17 Q. Okay. As part of your practice, do you conduct due
18 diligence on potential settlements of arbitration or
19 litigation?
20 A. We do.
21 Q. So that is a normal part of your work?
22 A. It is one of the parts of my work.
23 Q. Have you ever been employed by NAB as a government
24 employee?
25 A. I was employed in 2001 to 2005 as a Deputy

1 NAB, do you have any relatives who either have worked or
2 are working for either the government or NAB?
3 A. My father retired as a doctor. He was working for the
4 government.
5 Q. As a doctor, not in a legal capacity?
6 A. Not in any legal capacity.
7 Q. In your witness statement, first off, at paragraph 12,
8 you say:
9 "NAB informed me that the main person behind
10 Broadsheet was its chairman, a gentleman called
11 Mr James."
12 And that the main person behind IAR was Dr Pepper?
13 A. Right.
14 Q. When you say, "The main person behind", was that in
15 a legal sense or in a more practical sense?
16 A. Both.
17 Q. Both? In a legal sense?
18 Well, since you are a lawyer and you said "In a
19 legal sense", in what capacity was it your understanding
20 that Mr Pepper -- excuse me, Mr James, in a legal sense,
21 was behind Broadsheet?
22 A. He was the person that incorporated Broadsheet and IAR
23 was incorporated and Mr Jerry James was the chairman of
24 Broadsheet, he was handling its affairs, and that was my
25 understanding, that he was the person behind it, both in

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- 1 a practical sense and also in the legal sense.
 2 Q. Did you ever look at the articles of interpretation of
 3 Broadsheet from the date of March?
 4 A. No, didn't.
 5 Q. So when you say he was the chairman, or as you say,
 6 "legal sense" do you in fact know if he held any
 7 position in the company as a shareholder or officer and
 8 director or even an employee?
 9 A. No I didn't see any such document myself. But that was
 10 the understanding.
 11 Q. And what was that understanding based on?
 12 A. On the record that I looked at and on the basis of the
 13 wider belief in NAB all over that this was a special
 14 purpose vehicle company set up by Percy James based on
 15 his own resources, based on his own experience and he
 16 wanted to use his experience and skills through this
 17 company to go for asset tracing and other activities
 18 under the agreement.
 19 Q. Understood. But my questions were a little bit more
 20 limited than that, and as a lawyer who is working on the
 21 file, I am allowed to ask you a little more of the
 22 detail.
 23 Was it your understanding, based just on
 24 conversations with people at NAB and looking at the
 25 file, that Mr James held any legal... and I use that
- 1 MR NEWBINGER. Okay, well let's -- we have been talking now
 2 in generalities and I apologize. Let's look more
 3 specifically at H215H.
 4 Do you have that in front of you?
 5 A. Right.
 6 Q. You have seen this before haven't you?
 7 A. Before means what?
 8 Q. I am just asking you if you have seen this document
 9 before?
 10 A. At the time I was working on this, I didn't see this.
 11 Q. When you say "at the time" you mean 2006 through 2008?
 12 A. Yes.
 13 Q. So prior to 2008 you had not seen this document?
 14 A. No.
 15 Q. When was the first time this document was brought to
 16 your attention?
 17 A. I think during the preparation.
 18 Q. Of your witness statement?
 19 A. Yes.
 20 Q. Okay. Do you mention this document in your witness
 21 statement?
 22 A. I don't think.
 23 Q. I will represent to you that I don't see any reference
 24 to it, that is why I am asking.
 25 A. No.

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- 1 word specifically a legal position with Broadsheet of
 2 Islamia Mar, and to be particular, was he a director or
 3 officer, was he a shareholder? That is my question.
 4 A. I did not know that personally.
 5 Q. Okay. Have you learned since then?
 6 A. Since then means what, like...
 7 Q. Through today?
 8 A. Yes.
 9 Q. And what have you learned?
 10 A. I haven't looked over these files as to what exactly the
 11 situation. I am certifying myself for my own testimony.
 12 Q. Well, you just said that you have learned since then.
 13 I am just trying to understand what is it you have
 14 learned?
 15 A. I have learned that there is a series of documents
 16 that was being done and there was various companies
 17 associated with that that I -- that you now hear about.
 18 But that was about it.
 19 THE ARBITRATOR: I think the question was directed to any
 20 company documents relating to Broadsheet which might
 21 show you what status Mr James had.
 22 A. I did not look at those documents.
 23 THE ARBITRATOR: And you still haven't, you have never seen
 24 any?
 25 A. No.

- 1 Q. So you did learn about this document in preparing your
 2 witness statement?
 3 A. No, sorry.
 4 Q. That is what I am trying to understand.
 5 A. I will correct myself. I saw it when it was in some
 6 other witness statement, and that is how I -- but up to
 7 2008, I did not see this.
 8 Q. Okay. Now we get back to some of my questions.
 9 A. Okay.
 10 Q. That I asked you a few minutes ago, about looking at
 11 the Kendall files. Looking at the NAB files,
 12 whatever files you were looking at, to do your work from
 13 2006 to 2008.
 14 I will represent to you, sir, if you look at the
 15 bottom in this document, it says NAB1092. That means
 16 this document contains from NAB's files.
 17 A. Okay.
 18 Q. But your testimony is you were not aware of this
 19 document when you were instructed by NAB?
 20 A. That's right.
 21 Q. Is it your testimony that you were given free access to
 22 whatever files NAB had, with regard to Broadsheet at
 23 that time?
 24 A. No.
 25 Q. You were limited in the files you were allowed to

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- 1 review?
 2 A. Yes.
 3 Q. On what basis?
 4 A. There was sensitivity associated with this whole case
 5 and you are shown files on the need basis. So the files
 6 that I was asked to look at were, as I said, relating to
 7 the targets, to make an assessment of the figure.
 8 Q. So is it your testimony that, even though this was in
 9 NAB's files, for whatever reasons you don't know, this
 10 was not shown to you by NAB --
 11 A. I did not --
 12 Q. Let me finish the question: sir, because of the
 13 transcript
 14 This file, this letter, was not shown to you out of
 15 NAB's files in the 2006 to 2008 timeframe, even though
 16 it was in NAB's files?
 17 A. That's right.
 18 Q. Well, in hindsight, would you agree with me that it
 19 would have been an appropriate part of your due
 20 diligence in that work to have seen this document?
 21 A. It depends on the client, sometimes.
 22 Q. Well, let's talk about this client for starters.
 23 A. I think it is the client's discretion.
 24 Q. It is the client's discretion to decide whether to show
 25 you relevant documents related to your instructions?

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- 1 A. In matters of such sensitivity.
 2 Q. Sensitivity, that is an interesting word. Is that
 3 a word that was used with you by NAB, or was that
 4 something that on your own you felt was the situation?
 5 A. That was the general stance that the files in NAB of all
 6 these matters was very carefully under lock and key and
 7 they were sparingly shown and everyone had to get
 8 permission to take a look at some files. So you
 9 couldn't walk in and start looking at the files.
 10 Q. Okay, fair enough. I am going to come back to this
 11 letter a few times today.
 12 A. All right.
 13 Q. But I am trying to understand, when you were instructed
 14 in 2006, right through to payments in 2008 and
 15 thereafter, okay, that is the timeframe I am looking at
 16 right now. This letter was not shown to you. You think
 17 it is because of sensitivity because of the file. Any
 18 idea?
 19 A. As I said, I don't know, sensitivity or whatever but
 20 that was a discretion of the client.
 21 Q. I see. And so as far as you know someone at NAB made
 22 a decision not to show you this document while you were
 23 instructed from 2006 to 2008? As far as you know.
 24 A. Perhaps.
 25 Q. Perhaps?

- 1 A. I'm not too sure. That is how the file that was shown
 2 to me was shown to me.
 3 Q. Okay, fair enough. But you also said a few minutes ago
 4 that you did see this document in preparing your
 5 testimony?
 6 A. I just saw it when I was preparing this testimony and
 7 preparing for coming to this hearing.
 8 Q. Did you see this before you prepared your second witness
 9 statement?
 10 A. No.
 11 Q. No one showed this to you?
 12 A. No, no.
 13 Q. So you only saw this, would it be fair, in the last few
 14 weeks?
 15 A. Yes.
 16 Q. May I ask what your reaction was when you first saw this
 17 document?
 18 A. It is a document which is there on the record.
 19 Q. And that you what?
 20 A. It is a document which is on the record.
 21 Q. It is a document on the record. What was your reaction,
 22 when you saw this, having been the chief lawyer handling
 23 this transaction for the respondents?
 24 A. It is again, I think it is a discretion of my client to
 25 make a determination on this matter. So I just --

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- 1 I didn't react to anything.
 2 Q. You didn't react. Okay. Let me direct your attention
 3 to the third paragraph. This is a letter dated July 20,
 4 2006, from Kendall Freeman to Mr Sime, an advocate in
 5 Jersey, correct?
 6 A. Right.
 7 Q. The third paragraph says, this is Sime's:
 8 "We brought proceedings against Broadsheet, we then
 9 obtained judgment for the whole of the amount claimed,
 10 plus 'all' indemnity costs and interest. We then
 11 instituted proceedings in the Isle of Man in order to
 12 bankrupt Broadsheet LLC, subsequently we attempted to
 13 pursue the liquidation in an appropriate fashion but
 14 were prevented from doing so by the Manx Equitor who
 15 proved to be ineffective."
 16 And this is July 20, 2006, to Kendall Freeman, the
 17 same solicitor firm that had terminated the contract,
 18 correct?
 19 A. Right.
 20 Q. Now, we are going to get in a few minutes to when you
 21 found out about liquidation proceedings, or whatever
 22 they are, in your witness statement. But as far as you
 23 are concerned, even sitting here today. It is your
 24 understanding that the client could properly withhold
 25 this from you in its discretion? That is what you said.

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3 a minute ago
 2 A. Yes. I mean, it's -- just a moment. Can I go to the
 3 next page?
 4 Q. Please take your time. Please take your time. There
 5 is no rush here. (Pause).
 6 A. Right.
 7 Q. Okay. You have had a chance to go through it again?
 8 A. Yes.
 9 Q. Let's go back to what I was asking you a few minutes
 10 ago. When you were instructed by NAB and the go-concern
 11 to handle the transaction to resolve first the JAR
 12 notice of arbitration and any potential claim by
 13 Broadsheet, and what lies you were shown or what
 14 information was given to you, did any one of your
 15 clients, I'm not asking for privileged information, in
 16 terms of advice, this is just factual mechanics. Did
 17 anyone mention to you that NAB, or at least some people
 18 at NAB, were in receipt of this letter when you were
 19 instructed?
 20 A. No.
 21 Q. Can we go to HG, please. Go to page 43.
 22 Go to paragraph 27.3. You can take a moment to read
 23 that.
 24 This is a pleading submitted by respondent's counsel
 25 to this arbitration, a couple of years ago, actually:

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1 "It is admitted that, in 2006, Mr Sinel contacted
 2 NAB concerning outstanding fees owed by Broadsheet and
 3 the ongoing liquidation of the company."
 4 Have you seen this particular defence before?
 5 A. No.
 6 Q. Have you ever heard of it from anybody?
 7 A. I don't know, but it may -- but if it has been taken, it
 8 has been taken.
 9 Q. Well, I will repeat to you, sir, that the
 10 respondents -- this is their position on this
 11 arbitration, through a pleading. As an arbitrator,
 12 lawyer, you can understand what that means.
 13 A. Right.
 14 Q. I obviously don't have to explain that to you. So, in
 15 light of this pleading by your former clients --
 16 actually your present clients, albeit on different
 17 work -- they are admitting that Mr Sinel -- is. But
 18 Mr Sinel contacted NAB concerning outstanding fees owed
 19 by Broadsheet and the ongoing liquidation of the
 20 company.
 21 That is directly tied to the letter we are looking
 22 at right now, isn't it?
 23 A. Right.
 24 Q. Okay. So I will ask you again. The instructions that
 25 you received in 2006, 2007, 2008, that led to the

1 settlement and the payment, no one at NAB ever mentioned
 2 to you that Broadsheet was in liquidation in the
 3 Isle of Man?
 4 A. No.
 5 Q. In hindsight, would that have been good information for
 6 you to have as the transaction lawyer handling the
 7 settlement?
 8 A. It would have been helpful.
 9 Q. Helpful in what way?
 10 A. Depends.
 11 Q. Depends on what?
 12 A. On the manner in which it was happening. One could have
 13 reached out to Mr Terry James and find out what is
 14 happening, or to link up to any other lawyer to further
 15 investigate the matter.
 16 Q. For example, a lawyer in Isle of Man?
 17 A. Possible.
 18 Q. Okay. So if -- as part of that due diligence and
 19 handling this transaction for the respondents, it might
 20 have been a good idea to find out what was going on in
 21 the Isle of Man courts, diligent for information
 22 purposes; would you agree with that?
 23 A. I think it is the choice of the client in the issues
 24 that he handles of this nature how he wants to proceed.
 25 And in a matter which is sensitive, politically and

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1 otherwise, the client has a discretion to move in
 2 a certain direction or instruct me to move in a certain
 3 direction.
 4 Q. Is it your understanding that a client has the
 5 discretion to withhold material information from the
 6 lawyer handling a, as you call it, politically sensitive
 7 matter?
 8 A. I said it is a discretion of the client.
 9 Q. I understand that. And that is why I'm asking you this
 10 question. Is it your understanding as the lawyer who
 11 was instructed that it is acceptable for your client
 12 giving instructions to withhold material information or
 13 evidence that relates to your instructions, because it
 14 is politically sensitive? That is my question.
 15 A. It is up to the client, again. He makes the judgment
 16 call on that, on information he has to share.
 17 Q. Okay, so if the client decides, and you have seen their
 18 defense, they knew about it. That is their position in
 19 this arbitration, we don't have to guess -- let me
 20 finish the question. We have a letter in the file from
 21 NAB's files, dated in July of 2006, specifically about
 22 the liquidation proceedings. Is it your view to the
 23 arbitrator -- excuse me, to the Tribunal -- that as far
 24 as you are concerned the client has the discretion to
 25 withhold that information from the instructed lawyer, is

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1 that your testimony?
 2 A. Yes.
 3 Q. Is that based on a rule of law in Pakistan, statute or
 any kind of accepted rule?
 4 A. It is up to the client.
 5 Q. That is not my question. As a respected, experienced
 lawyer in Pakistan, what is the basis for your
 understanding that they have the discretion to withhold
 material evidence and information from the instructed --
 from the instructing client to the instructed lawyer?
 6 A. As I said, it is up to the client to make up his mind on
 what he wants to share.
 7 Q. And that -- you don't have any legal basis or anything
 in the rules of ethics in Pakistan to support that
 position?
 8 A. I am bound by the instructions of the client.
 9 Q. What if the client is deliberately withholding
 information from you, is that appropriate under
 Pakistan law and procedure?
 10 A. No.
 11 Q. It is not appropriate?
 12 A. It is not appropriate. But again, it depends on the
 circumstances, on the nature of the case, on the nature
 of the client, on the nature of the sensitivity that the
 client feels about a certain issue. And all the

1 A. I believe they were.
 2 Q. Have you been -- is it your understanding that anyone
 has expressed dissatisfaction with the work?
 3 A. I have no knowledge of that.
 4 Q. Your understanding is all I am asking about. You don't
 believe, from your understanding, that anyone in the
 government, from the Prime Minister down to NAB, was
 dissatisfied with your work on this project?
 5 A. I don't think so. I think they eventually paid me --
 they paid me less, but --
 6 Q. That is a different client problem that we all suffer
 with, so I understand that.
 7 A. But they wouldn't have paid me if they thought I wasn't
 doing a job correctly.
 8 Q. And it is good that you were paid, and I'm always in
 favour of lawyers getting paid, and there are at least
 a certain number of people in this room who will agree
 with me on that. But I am really focused on something
 different here. Which is not when you were paid, but if
 anyone has indicated to you and that your understanding
 is that someone was in any way dissatisfied with the
 work that you did as the lead transaction lawyer on this
 file?
 9 A. Not to my knowledge.
 10 Q. Well let's push on a little bit.

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1 sensitivities come together when he instructs you on
 2 something and decides to show you some record or
 otherwise. So it is up to the client, and we have to
 respect the wishes of the client.
 3 Q. Okay. But you don't have any particular legal or
 ethical law or regulation that you are pointing to for
 that position?
 4 A. The practice is you need to respect what your client is
 wishing.
 5 Q. And if your client has made a conscious and deliberate
 decision to withhold material information, does that
 handicap your ability to do your job in a professional
 manner?
 6 A. It will.
 7 Q. Can it negatively impact the nature of the work that you
 are doing for the client?
 8 A. It depends how the client takes it.
 9 Q. I'm sorry, how they take it?
 10 A. How they take it, because you are doing work for your
 client. And once he instructs you, until he gives you
 some information, he asks you to do certain things, you
 perform that, so it is up to the client whether he has
 satisfied with that work or not.
 11 Q. Was NAB or Pakistan satisfied with your work in this
 transaction?

1 THE ARBITRATOR: Before we move on, I'm not entirely clear,
 2 that your evidence is that on your view a client is
 entitled to withhold documents from the government if
 instructed and you regard that as being a matter within
 their discretion. That is what you have said, I think,
 a number of times.
 3 A. Yes.
 4 THE ARBITRATOR: I'm not sure whether you are saying that as
 a general proposition or whether it is because this was,
 as you have called it, a politically sensitive case.
 5 Did you mean this as a general rule?
 6 A. Not as a general rule, per se. But in terms of the
 nature of the case, one could understand the sensitivity
 of the client.
 7 THE ARBITRATOR: I see. Therefore it was because you
 regarded this as a case that would be politically
 sensitive for the government or for NAB, that you
 thought they were entitled to exercise a discretion?
 8 A. Not politically sensitive, but high profile.
 9 THE ARBITRATOR: You used the words "politically sensitive."
 10 A. Yes.
 11 THE ARBITRATOR: And that is my question to you: what was
 there about this case that, as far as you were
 concerned, made it politically sensitive?
 12 A. Nothing as such per se, but the idea was that in case the

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1 Informados goes out about the nature of targets, about
 2 the individuals, that could attract counter-claims or
 3 suits for defamations or other issues. So there was
 4 a concern on that account, that there could be an
 5 unnecessary backlash from people who were referred to in
 6 the targets.

1 THE ARBITRATOR: Yes, Mr Broadsheet was a target.
 2 A. No, Broadsheet wasn't a target.

3 THE ARBITRATOR: And I think you are saying you regarded --
 4 your instructions as being limited to finding out what
 5 you could about the work done in relation to targets.
 6 That is right?

7 A. Right, targets that Broadsheet was working on.

8 THE ARBITRATOR: Yes, I see.

9 A. So those targets were named individuals that Broadsheet
 10 had to go after.

11 THE ARBITRATOR: Yes.

12 A. So of those individuals' names, whether they were
 13 bankers or they were high profile company owners and
 14 others, or politicians, if information got out on the
 15 nature of the work, that NAB was working on them or BS
 16 was working on them, then these people could file
 17 civil suits --

18 THE ARBITRATOR: Yes.

19 A. -- on NAB and on the government as well.

1 liquidator

2 A. Right.

3 THE ARBITRATOR: Now, taking this in two stages, why was
 4 that politically sensitive?

5 A. I think it was ... In that sense, once there is
 6 a disclosure, perhaps what they would have in mind, that
 7 if they would make a disclosure of information, whether
 8 it is relating to winding up of a company or any other
 9 matter, it could be leaked out to press on the nature of
 10 the work that this company was doing earlier, and again
 11 you would have that backlash of counter-claims and so on
 12 and so forth. That is my guess. I'm not too sure.

13 THE ARBITRATOR: It is only a guess?

14 A. Yes, it is my guess.

15 THE ARBITRATOR: Yes. Well, thank you.

16 A. Pleasure.

17 MR NEWBERGER: So, Mr Soofi, focusing back on the two things
 18 I have just shown you.

19 A. Right.

20 Q. The 2006 letter to Kendall Freeman. One defence that the
 21 respondents have put forward here, and then the
 22 discussion we have had, you say, relating to the
 23 discretion of the client of what they share with you and
 24 what they don't share with you; would it be fair to say
 25 that you trusted that the people instructing you were

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1 THE ARBITRATOR: I see. So that, I can see, made sense
 2 You could see why they would confine their instructions
 3 to you --

4 A. Right.

5 THE ARBITRATOR: -- to matters relevant to targets. But you
 6 were also instructed to negotiate a settlement.

7 A. That's right.

8 THE ARBITRATOR: And on this basis they came to know that
 9 the other party was a company in liquidation. How is it
 10 politically sensitive to --

11 A. No, this is non-politically sensitive. This is non-
 12 politically sensitive. But as I said, it was the
 13 client's choice, because they had various files relating
 14 to every issue. Some files were like noting sheets,
 15 some were correspondence --

16 THE ARBITRATOR: Sorry, I am moving on from that. As well
 17 as investigating targets, and I see what you are saying
 18 there, your instructions were specific to those targets.

19 A. Right.

20 THE ARBITRATOR: But this was the other part of your
 21 instructions, which were to negotiate a settlement.

22 A. Right.

23 THE ARBITRATOR: And what is being put to you is that the
 24 clients knew, or they say they knew, that the person you
 25 were invited to reach a settlement on was a company in

1 giving you what they thought was relevant to do your
 2 work; would that be fair?

3 A. Yes.

4 Q. Okay. And one of the things you were attempting to do
 5 was to resolve a demand for arbitration by PARD.

6 A. Correct.

7 Q. And the other, as SC Anthony mentioned, was to
 8 negotiate a settlement with Broadsheet which at least
 9 potentially could bring an arbitration under their
 10 agreement, correct?

11 A. Correct.

12 Q. Because you were familiar with the arbitration clauses
 13 in the two contracts, correct?

14 A. Right.

15 Q. You are an experienced arbitration lawyer, so you
 16 understand what those mean and the consequences for an
 17 arbitration in Dublin or London or something like that,
 18 correct?

19 A. [Witness nod]

20 Q. You need to say yes on the record.

21 A. Yes.

22 Q. We all have a habit of doing that, it wasn't
 23 a criticism.

24 A. Right.

25 Q. So I'm going to stop here, your understanding, when you

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1 were instructed with regard to this letter from
 2 Mr-Singh: And the defence as you do - and that the
 3 statement made by client about what they would show you
 4 or not show you, but in hindsight knowing about - i.e.
 5 reckoning to put words in your mouth, I want to know
 6 what you are actually saying to Sir Anthony.

7 In hindsight knowing this defence, which is their
 8 position here, and seeing this evidence, which you say
 9 you only saw in the last few weeks, sitting here today
 10 would this have been the type of elaboration that would
 11 have been relevant in your view for purposes of
 12 resolving the IAB arbitration and preventing
 13 Broadsheet arbitration and getting the settlement?

14 A. One can say that.

15 Q. Well, I'm asking you. That is a yes/no question?

16 A. Yes.

17 MR NEWBERGER: Yes. Okay.

18 Sir Anthony, Excuse it is 1245. We are going to be
 19 with this witness a while now.

20 THE ARBITRATOR: Am you happy to go on 10 minutes more? We
 21 will take a break, but let's make it little bit later
 22 than now.

23 MR NEWBERGER: That is fine, Sir Anthony. It was more of
 24 a courtesy on the witness.

25 Now when you reviewed --

1 Q. So you took the Kendall Freeman letter at face value?
 2 A. Right.

3 Q. So at face value, and we can go to it if we need to but
 4 I think we can just talk about it in a general sense at
 5 face value. It accused Broadsheet of being extremely,
 6 untrustworthy and unreliable and making false statements
 7 to NAB, correct?

8 A. Yes.

9 Q. So if you are taking that at face value, would that, as
 10 the transaction lawyer, at least set off a few alarms in
 11 your head, that "I need to know a little more about
 12 these people -- meaning Broadsheet -- who I'm about to
 13 negotiate with, since they are not trustworthy,
 14 according to my client?"

15 A. The aspect with reference to their non-performance, that
 16 was what the notice of termination was saying, that they
 17 were not able to perform the task which was given to
 18 them or the tasks which they had undertaken, they were
 19 not performing it to start with. So it was in that
 20 context, it was non-performance.

21 Q. Right, that was the last part of the termination letter,
 22 but there were five pages before about that about false
 23 misrepresentations before the contract was even
 24 executed. Do you recall that? That is what I was
 25 talking about.

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1 A. You wanted a 10 minute break for what?

2 THE ARBITRATOR: We will take a five-minute break, basically
 3 for the shorthand writers as well as you all as well --

4 A. All right, good.

5 THE ARBITRATOR: But I think it would be a little premature
 6 now, let's go on for a little bit.

7 A. Fine.

8 MR NEWBERGER: And I should have said, of course, at the
 9 beginning, if you need to take a break at any time,
 10 please let Sir Anthony know.

11 When you read the termination letter, the
 12 Kendall Freeman termination letter, which you said you
 13 did review, that was given to you, correct?

14 A. Right.

15 Q. There were about five pages in there accusing Broadsheet
 16 and IAB, but I'm only talking about Broadsheet now of
 17 the representations and false statements and (also
 18 perhaps) you recall that?

19 A. Yes, a little bit.

20 Q. And did you make any inquiry as to whether those
 21 statements in the Kendall Freeman termination letter had
 22 any factual basis? Did you inquire into that?

23 A. Edid not. But I was interested in the file, because
 24 I had no appreciate and look at first-hand, myself, the
 25 nature of activities which they had done.

1 A. Yes, that was, I believe, in the context of various
 2 representations they had made in the agreement and the
 3 contracts about their resourcefulness about their
 4 ability to perform and so on and so forth. So
 5 I accepted that.

6 Q. Okay. If -- Once you took it at face value, the
 7 Kendall Freeman letter said these were not trustworthy
 8 people and they made false representations. What steps
 9 did you take, as the lawyer charged with negotiating
 10 with them for potential legal claims under arbitration
 11 clause, to, I will call it due diligence, if you will,
 12 obtain facts of information that Broadsheet's
 13 representatives gave you?

14 A. Well, we looked at the documentation, because it came to
 15 us very late, very close to the time when the payment
 16 was to be made. Basically, when we asked for them, they
 17 were not giving it. And they said we will give it to
 18 you, if you are very serious about making the payment.
 19 We think you aren't serious, the government has been
 20 attempting this several times and we cannot give details
 21 right now. So we will provide those details to you as
 22 we come close and we are quite clear that a payment is
 23 being made to us.

24 Q. Okay. We are going to get to all of that, I promise
 25 you.

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- 1 A. Right.
 2 Q. But I'm trying to understand, since you have said to
 3 Sir Anthony that when you looked at the Kendall Freeman
 4 termination letter, you took it at face value, your
 5 client, through their London solicitors, are saying,
 6 "You people are not trustworthy, you say things you
 7 cannot back up, you have lied to us, we have been duped,
 8 effectively", as you say, on a politically sensitive
 9 contract.
 10 A. Right.
 11 Q. My question to you, as the lawyer who is handling the
 12 transaction with them, is didn't that make it even more
 13 important for you to double-check anything they provided
 14 to you or said to you, more than, let's say, the normal
 15 commercial course of conduct?
 16 A. It was -- in my mind we need to check and we need to be
 17 very clear about information that they will provide.
 18 But -- and so yes, when they provided the information,
 19 we looked at it.
 20 Q. My question was just a little more fine-tuned than that.
 21 I think you know that I'm saying when you are
 22 accepting its face value, that your client's solicitors
 23 had said in October 2003, "You are not trustworthy, you
 24 duped us", would you, as the lawyer handling the
 25 transaction with these same dupsters, if you will, then
- 1 A. Right.
 2 Q. That was your instruction, correct?
 3 A. Right.
 4 Q. So in that regard, what was your understanding, at that
 5 time in 2006, of whether Broadsheet had either prepared
 6 or was sending an arbitration notice to your client as
 7 part of this file?
 8 A. Sorry?
 9 Q. As part of the file you were working on.
 10 A. I don't remember a document on the file relating to
 11 that. But there was a general understanding that there
 12 will be a claim from Broadsheet and they also have been
 13 asking for compensation.
 14 Q. Okay.
 15 A. So therefore we need to resolve the matter with both of
 16 them.
 17 Q. And was it your understanding that "resolve the matter"
 18 means making sure that Broadsheet did not go to
 19 arbitration against Pakistan and NAB, was that your
 20 understanding of what "resolve the matter" means?
 21 A. Resolve the matter, means, yes, it does not going into
 22 arbitration, the claims come to an end and parties go
 23 down their way.
 24 Q. So your brief, if you will, as part of your
 25 instructions, was to handle the transaction in such

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- 1 we need to be extra careful in what they tell us and in
 2 what they show us, based on what we told them during
 3 this very contract that I'm negotiating away their
 4 rights to sue us in arbitration. Would you agree with
 5 that statement?
 6 A. Yes, but it depends what documents they provide.
 7 Q. We are going to get to the documents. I am asking going
 8 into the transaction in 2006, I'm trying to get your
 9 understanding, so Sir Anthony can't understand where you
 10 were, what your state of mind was, what information you
 11 had. I think you have answered my question.
 12 Now, were you informed that -- when you were engaged
 13 in 2006, that -- understand you said IAR had submitted
 14 a notice of arbitration from Huhton & Williams. Was it
 15 your understanding in 2006 that Broadsheet was either
 16 about to sue or was pursuing a similar type of
 17 arbitration? Under the contract I mean. What was your
 18 understanding?
 19 A. I mean, understanding about Broadsheet, can you repeat
 20 the question?
 21 Q. In 2006 --
 22 A. Yes.
 23 Q. -- when you were instructed to carry out this work,
 24 which included negotiating a settlement of any potential
 25 arbitration with Broadsheet.

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- 1 a way with these people who Kendall Freeman's letter
 2 said were not exactly above board, to use their words
 3 since you took it at face value. And to conclude
 4 a transaction with them -- when I say "them", I mean
 5 Broadsheet -- that would protect your client's interests
 6 and resolve this dispute, correct?
 7 A. Yes, my basic instructions were to negotiate
 8 a settlement figure and that is what we were focusing
 9 on, to negotiate a settlement figure with both
 10 Broadsheet and IAR in the meetings in London.
 11 Q. Okay. Let's go to some documents, then, which I think
 12 will help the conversation. Let's go to H2199. This is
 13 both on the screen, Mr Saqib, and you will get the hard
 14 copy as well.
 15 A. Okay.
 16 Q. You have seen these before, correct?
 17 A. Right.
 18 Q. These are the minutes of the meeting prepared by
 19 Mr Saqib.
 20 A. Right.
 21 Q. And as far as you know, does this accurately reflect the
 22 notes that were taken by Mr Saqib at this meeting?
 23 A. Yes.
 24 Q. Okay. And were you, if you will, the point person for
 25 these discussions, since you were the lead counsel

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1 handling the transaction?
 2 A. Right.
 3 Q. Would that be fair?
 4 A. Right.
 5 Q. This is a meeting 26 and 27 February 2007 and this is
 6 a meeting on which of the own contracts, IAR or
 7 Broadsheet?
 8 A. This was on IAR.
 9 Q. Okay. And this was just about IAR, correct?
 10 A. We did discuss briefly somewhere during this meeting,
 11 I don't know whether it is reflected in the Broadsheet
 12 as well, with Mr Tariq Farwad.
 13 Q. Fair asking specifically in these notes. You have
 14 already said they accurately reflected notes taken by
 15 Mr Saqib and I am asking you whether there is any
 16 reference to Broadsheet in here?
 17 A. No, not in these minutes.
 18 Q. Okay, would it be fair to say that Broadsheet was not
 19 part of the business discussed at this meeting, or are
 20 you saying there was business discussed about Broadsheet
 21 that Mr Saqib did not put in the minutes, which one?
 22 A. There was some discussion, I recall, in meetings with
 23 Mr Tariq Farwad, either it was this meeting or we had
 24 two or three more meetings with him, in which we
 25 candidly talked about our interest to resolve issues.

1 Q. So why was someone reaching out, by NAB, to
 2 Kendall Freeman to get documents?
 3 A. Let me go through this a moment.
 4 Q. Please, take your time.
 5 A. Well, actually, I think this is a cross-reference to the
 6 second paragraph, where the documents that we were
 7 asking from Tariq Farwad were that "Show us some
 8 documents where we can be convinced that there has been
 9 work done by IAR", and they said, "We have given them to
 10 Kendall Freeman." So the reaching out to
 11 Kendall Freeman was in that context only.
 12 THE ARBITRATOR: Yes, I am wondering how much this has to do
 13 with Broadsheet.
 14 MR NEWBERGER: It has to do, I'm sorry, Sir Anthony. I don't
 15 mean to pose a question to you, but my question to the
 16 witness is about getting documents from Kendall Freeman
 17 in this timeframe.
 18 THE ARBITRATOR: If you look back at the third paragraph on
 19 the first page.
 20 MR NEWBERGER: Yes.
 21 THE ARBITRATOR: You have seen what Dr Pepper was reported
 22 to have said.
 23 MR NEWBERGER: Yes, I'm aware of that, yes.
 24 THE ARBITRATOR: And that was specifically to do with IAR.
 25 MR NEWBERGER: Yes, I understand that.

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1 with Broadsheet as well, simultaneously.
 2 Q. Well, just before I look at your witness statement, go
 3 on the second page. It talks about decisions arrived at
 4 in the own meetings:
 5 "We will meet again after two weeks. In the
 6 meanwhile..."
 7 A. Page, paragraph?
 8 Q. Second page, at the bottom it says NAB's CDS.
 9 A. I'm lost.
 10 Q. We are still in H2199.
 11 A. Okay.
 12 Q. The second page of the document, under
 13 "Decisions arrived at in the two meetings".
 14 There is only an (a):
 15 "We will meet again after two weeks. In the
 16 meanwhile NAB will contact Kendall Freeman and ask them
 17 whether my documents were submitted to them by
 18 Dr Pepper."
 19 And it is about documents. Do you recall that this
 20 was something -- you said that you were the head, if you
 21 will, of the negotiations. Why were inquiries being
 22 made to Kendall Freeman, because we had this whole
 23 discussion this morning that there was no reason to
 24 contact Kendall Freeman?
 25 A. Right.

1 THE ARBITRATOR: Yes.
 2 MR NEWBERGER: I am sorry, Sir Anthony, I have a different
 3 line of inquiry I am pursuing with the witness. This
 4 is not about IAR.
 5 My question, Mr Saqib, now you have had time to
 6 review that is: so NAB was in contact with Kendall
 7 Freeman sometime after this February 2007 meeting, even
 8 if it was just to get some limited documents that
 9 Dr Pepper had sent, correct, about IAR?
 10 A. I don't know whether this decision was a coded option or
 11 not.
 12 Q. But it was considered in the minutes of the meeting?
 13 A. It was considered.
 14 Q. My question to you is not about IAR or Dr Pepper's
 15 documents. It is about what I asked you earlier today,
 16 which is any reaching out to Kendall Freeman about the
 17 files for either Broadsheet or IAR.
 18 I understand what was going on with Dr Pepper
 19 delivering documents. But there, in a meeting, as part
 20 of a settlement, you, as the head of the negotiation,
 21 are agreeing, "We are going to check with
 22 Kendall Freeman to see if some files came". On IAR
 23 I understand.
 24 So why was it appropriate to contact Kendall Freeman
 25 for that, but not any other files, which you already

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1 Testified earlier you were not doing? That is the point
 2 of my question.
 3 A. The files that were related here, that were discussed
 4 here, were about the targets and activities of IAR. IAR
 5 was saying, "We have done a lot of work, spent a lot of
 6 time and you need to look at the file we gave to
 7 Kendall Freeman."
 8 Q. Okay. But you weren't just settling -- inquiring into
 9 quantum collected from targets, were you? You were
 10 settling a pretrial arbitration -- excuse me, an actual
 11 arbitration notice from IAR, correct? It wasn't just
 12 targets, it was an arbitration claim for breach of
 13 contract?
 14 A. It changed the complexion, because they held the
 15 arbitration, they suspended it and then the matter was
 16 passed on to the local council and then we were holding
 17 meetings at the local council. And then, a little
 18 later, Dr Pepper started communicating with me directly.
 19 Q. Okay, let's talk about that. Let's -- first, let's go
 20 to your witness statement, first witness statement,
 21 paragraph 22. "Joint negotiations" is how you list
 22 them. Do you have it there?
 23 "NAB intended to negotiate with Broadsheet and IAR
 24 simultaneously..."
 25 This is your first witness statement, which for the

1 negotiation and settlement, as far as you can recall?
 2 A. It is in response to an email. Can I look at it?
 3 Q. If you can find it. I'm just reading your witness
 4 statement and we looked at the meetings which are the
 5 prior page and prior paragraph of your witness
 6 statement, paragraph 21 --
 7 A. I see that.
 8 Q. -- about the meetings, okay?
 9 Then the next page, at paragraph 22, under your
 10 topic, from your witness statement, "Joint
 11 negotiations", you say:
 12 "NAB intended to negotiate..."
 13 Basically with both
 14 "...simultaneously and have a joint settlement and
 15 I send the March 9 letter."
 16 And I am looking at the March 9 letter and we have
 17 looked at the minutes of the February meeting and we
 18 have agreed that there was no reference to Broadsheet.
 19 But here on March 9 you are saying to Dr Pepper, you are
 20 starting to include Broadsheet in the process, and I'm
 21 just trying to reconstruct how it is in your witness
 22 statement and when this turned into a joint exercise as
 23 compared to separate negotiations?
 24 A. Yes, if I can look at the tabs of my statement.
 25 Q. You are free to look at whatever you need to refresh

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1 record it H3L. Paragraph 22 of page 6. Do you see
 2 that? Qnch?
 3 A. Right.
 4 Q. :
 5 "NAB intended to negotiate with Broadsheet and IAR
 6 simultaneously and reach a joint settlement with both
 7 companies. I therefore communicated [] this to
 8 Dr Pepper at the first opportunity on 9 March 2007..."
 9 Let's turn to H2202 which is the letter you refer
 10 to.
 11 A. Where is it?
 12 Q. Your assistant will help you. Right there.
 13 A. Right.
 14 Q. Several times in this letter you refer to both IAR --
 15 this is your letter to Dr Pepper, correct?
 16 A. Right.
 17 Q. You refer to Broadsheet and IAR and you talk about
 18 documents from IAR and Broadsheet. Number 6 on the
 19 second page is a process you are describing:
 20 "With in six days, we communicate a firm figure to
 21 IAR/BS formally in writing for them to accept."
 22 Et cetera.
 23 So is this when you, according to your witness
 24 testimony, you are raising for the first time with
 25 Dr Pepper a joint settlement -- excuse me. A joint

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1 your memory?
 2 A. My first statement, where is it? My first statement.
 3 Q. If you have your witness statement in front of you...
 4 A. The tabs to my witness statement.
 5 MR NEWBURGER: Sir Anthony, I might suggest if he needs
 6 a minute to review the file, maybe this is a good time
 7 to take our break so he is not under pressure.
 8 THE ARBITRATOR: I'm sorry, I had forgotten about this.
 9 Yes, we will break now for five minutes. It is 12:01.
 10 We will start at 12:06.
 11 (12:01 pm)
 12 [A short break]
 13 (12:06 pm)
 14 THE ARBITRATOR: This is not in any way a reprimand, but
 15 I should tell you we have had evidence from several
 16 Generals and we have rather a military timetable going
 17 on, so I don't want barristers to speculate.
 18 A. I agree, sir.
 19 MR NEWBURGER: You had said before the break that you needed
 20 a moment to check some of the exhibits attached to your
 21 witness statement to help you answer the question. Have
 22 you had a chance to do this?
 23 A. No, not yet.
 24 Q. Oik.
 25 A. Where is -- I have difficulty.

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- 1 then the email. Just for the record, 2205 is your NSIL
 2 correct?
 3 A. Correct
 4 Q. And you are sending it to Mr Saqib at NAB, correct; you
 5 are forwarding it to him?
 6 A. Right.
 7 Q. And this is an email sent to you by Dr Pepper
 8 on March 10, correct?
 9 A. Right.
 10 Q. So we had your letter, the prior day, March 9, to
 11 Dr Pepper, by email, and then the next day, Dr Pepper
 12 responds. Correct?
 13 A. Right.
 14 Q. And that is your recollection of how this process was
 15 working?
 16 A. Right.
 17 Q. So what you say in your witness statement, at
 18 paragraph 23, first witness statement, with regard to
 19 the ... 2205 -- is:
 20 "In his reply ... Dr Pepper proposed a different
 21 structure to the one I had suggested, with meetings
 22 taking place in London."
 23 Basira week later
 24 "He stated that the meetings would only relate to
 25 IAR at that time, although if an agreement were reached
- 1 A. Right.
 2 Q. All right. So then let's fast forward. With regulators
 3 slow down a little bit. In your witness statement, at
 4 paragraph 24, you basically say this was not acceptable
 5 to NAB, correct?
 6 A. Right.
 7 Q. And therefore you write back, and if you go to H2207
 8 And Mr Raheem has now been brought in by IAR, correct?
 9 A. Right.
 10 Q. He is a lawyer in Pakistan?
 11 A. That is right.
 12 Q. Is he a fairly distinguished lawyer in Pakistan?
 13 A. Right.
 14 Q. Right. Didn't you say to him at the bottom, number 1
 15 "We should resolve both Broadsheet and IAR together."
 16 A. Right.
 17 Q. So you are pushing back saying, "No, we won't both
 18 together", correct?
 19 A. Right.
 20 Q. Then in paragraph 25 -- this is important, because of
 21 what we discussed earlier, we are now in the March 2007
 22 timeframe, okay?
 23 A. Right.
 24 Q. What is where this interchange is taking place and you
 25 said at paragraph 25:

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- 1 with IAR then Dr Pepper would also "intervene" in the
 2 Broadsheet case?"
 3 So you have it in quotes and then a sentence that
 4 says:
 5 "I understand this message to mean that Dr Pepper
 6 still had connections with Broadsheet at that time and
 7 that a settlement of both cases could still be achieved
 8 if the IAR discussion proved to be fruitful."
 9 So the last sentence of paragraph 23 is you saying
 10 what you mean by "intervene", explaining it, if you
 11 will?
 12 A. Yes.
 13 Q. Okay. And Dr Pepper makes it pretty clear that these
 14 are separate negotiations, correct? In 2205, go to the
 15 bottom.
 16 A. Right.
 17 Q. And he says specifically, Mr Sofi:
 18 "Allow me to make it clear these arrangements
 19 relate only to IAR. If we successfully complete this
 20 process with IAR, I undertake to intervene in the
 21 Broadsheet case and address it that issue, but in the
 22 first instance we must finalise and resolve the IAR
 23 dispute."
 24 And that was where things stood as of that note,
 25 correct?

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- 1 "I was not aware at the time..."
 2 When you say "at the time", you are referring
 3 to March 2007, correct?
 4 A. Right.
 5 Q. ...
 6 "I was not aware at the time I was writing these
 7 letters that Broadsheet had entered into liquidation
 8 proceedings or that there was any prospect that the
 9 company could be 'dissolved' as a legal entity."
 10 You also say:
 11 "I was also unaware that IAR and Dr Pepper were
 12 involved in the liquidation proceedings with Broadsheet
 13 or that they intended to use those proceedings to
 14 acquire an interest in Broadsheet's claim against the
 15 government and NAB."
 16 Now, you said this morning that you had never seen
 17 that letter from Mr Sofi to Kendall Freeman
 18 from July 2006, about nine months earlier, correct?
 19 A. Right.
 20 Q. Well, as the lawyer who was -- I asked you this as
 21 a general matter earlier this morning, but now we have
 22 specific steps in the negotiation, and you are suggesting
 23 to Dr Pepper, and also the legal counsel for them in
 24 Pakistan, "We want to involve Broadsheet in this
 25 process" correct?

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- 1 A. Right
 2 Q. You would agree with me, as you did this morning, Ir
 3 would have been helpful to your work to have known that
 4 Kendall Freeman and NAB knew about the liquidation
 5 proceedings, correct?
 6 A. It would have been equally helpful if Dr Pepper had said
 7 that to me. He was communicating with me on emails, and
 8 that does --
 9 Q. That is not the question --
 10 THE ARBITRATOR: I'm sorry, I think I have this point both
 11 ways, if you want to go further do, but --
 12 MR NEWBERGER: Well, I have a follow-up question on that,
 13 Sir Anthony, which is important to ask.
 14 A. I'll may, Sir Anthony --
 15 THE ARBITRATOR: Well, no, wait for the next question.
 16 A. Right.
 17 MR NEWBERGER: Now, I am just going by your witness
 18 statement.
 19 "I was not aware, at the time that I was writing
 20 these letters, that Broadsheet had entered into
 21 liquidation proceedings or that there was any
 22 prospect."
 23 So you would agree with me, putting aside what
 24 Dr Pepper was or was not telling you, your client has
 25 said in those proceedings that NAB knew about that from
- 1 process] on 14 April 2007 Mr Tisdale confirmed in
 2 another email that a meeting with Broadsheet would take
 3 place on 17 April --
 4 And it talks about the venue. And Mr James, on
 5 behalf of Broadsheet --
 6 Mr Tisdale did not attend the meeting, although
 7 Mr Malik had previously said to me over the telephone
 8 that Mr Tisdale had intended to do so --
 9 Do you have any record of your conversations with
 10 Mr Malik about any phone calls?
 11 A. Record means?
 12 Q. A diary note or an email or anything that would
 13 corroborate that?
 14 A. No, I don't.
 15 Q. So this is just from memory?
 16 A. Just from memory.
 17 Q. Okay. Let's now -- and then in paragraph 32 above it,
 18 the day before that, April 13, you were authorised by
 19 the chairman to negotiate with M&B and Benadher. Two
 20 meetings were arranged and effectively that the IAR
 21 meeting would be on April 19 and that was the IAR
 22 meeting correct?
 23 A. Right.
 24 Q. All right. And then when did you meet with Mr James?
 25 Two days before, correct?

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- 1 the summer of 2006, and that the Sunell letter to
 2 Kendall Freeman was in their files, but they neither
 3 informed you of their knowledge and they did not share
 4 that document with you, because, as you said, you relied
 5 on their discretion, in a politically sensitive case,
 6 correct?
 7 A. High profile case.
 8 Q. A high profile case, okay.
 9 A. High profile matters, right.
 10 Q. I will accept it however you want to characterise it.
 11 High profile. And looking back at what you have put in
 12 your testimony here -- okay, so I know you are saying
 13 that Dr Pepper should have told you this or Dr Pepper
 14 should have told you that. But is it clear now that
 15 your client should have told you this as well?
 16 THE ARBITRATOR: I am sure we have been over all this.
 17 MR NEWBERGER: Yes, sir.
 18 A. Thank you, Sir Anthony.
 19 Q. Now let's go to the next document, which is H -- your
 20 first witness statement, let's use this as the preface
 21 for this meeting in London. Paragraph 8 of your
 22 witness statement, Paragraph 33
 23 A. Okay.
 24 Q. And you say:
 25 "Shortly thereafter [again in this negotiation
- 1 A. 17th.
 2 Q. So you met with Mr James on the Broadsheet matters
 3 separate from Dr Pepper and Mr Moosavi, correct?
 4 A. Right.
 5 Q. And you did this two days before your meeting with
 6 Mr Moosavi and Dr Pepper, correct?
 7 A. Right.
 8 Q. Okay. And then if you go to H2205 again, I think we
 9 looked at it briefly, I think we did. Again, we
 10 just looking at dates here, you had been told by
 11 Dr Pepper, we are going to have separate -- we are not
 12 doing Broadsheet. So is that why there were separate
 13 meetings, because Dr Pepper had told you, "We are going
 14 to do separate meetings?"
 15 A. That was not the only reason. The reason was that is
 16 how it was instructed by Mr Tariq Fawad Malik, because
 17 Dr Pepper was also communicating with me, and Jerry and
 18 Tariq Zauq Malik were constantly communicating. And he
 19 had organised these meetings, two days apart.
 20 Q. We, let's focus on the meeting first with Dr Pepper
 21 and Mr Moosavi, okay, which happened two days after
 22 your meeting with Mr James, correct?
 23 A. Yes.
 24 Q. Okay. Paragraph 37 of your witness statement.
 25 A. Right.

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1 Q. Well, let's start with 35. You say: Paragraph 36
 2 You say:
 3 "I would also mention here that, at the
 4 19 April 2013 meeting with Dr Pepper and Mr Moazzam,
 5 [that is the IAR meeting], they informed me that they
 6 were aware that I was meeting with Mr James in the same
 7 trip to settle the matter with Broadsheet. No objection
 8 was made to my meeting with James, or the proposed
 9 settlement with Broadsheet."
 10 Are you sure about that?
 11 A. Yes.
 12 Q. Okay. And have you -- you don't refer to any emails or
 13 correspondence that is just from memory, correct?
 14 A. Right.
 15 Q. So it is your memory that you are relying on for that
 16 statement?
 17 A. That's right.
 18 Q. I see. Well, if you --
 19 A. The initial reason was, Sir Anthony, because the common
 20 agent, Mr Tariq Fawad, was in constant communication
 21 with both sides. So he was informing us that, "This is
 22 a meeting I am organising, the other side knows it, and
 23 then Jerry James knows we are meeting Dr Pepper,
 24 Dr Pepper knows we are meeting Jerry James." So I was
 25 absolutely clear, when I was coming to those meetings.

1 them treated separately?
 2 A. The feedback from Mr Tariq Fawad was they were not in
 3 good communication with each other, they didn't have
 4 a great relationship, because Dr Pepper was a legal
 5 adviser initially to Mr Jerry James and they had fallen
 6 apart.
 7 THE ARBITRATOR: That is rather what I understood. So you
 8 were actually told that by Mr McQuaie.
 9 A. Right.
 10 THE ARBITRATOR: I'm I make a note of it.
 11 A. And he also told that he was his counsel and has now set
 12 up a competing business.
 13 THE ARBITRATOR: But Dr Pepper and Mr James no longer had
 14 a good relationship, is that right?
 15 A. That was my impression from those conversations.
 16 THE ARBITRATOR: I don't want to put words into your mouth,
 17 but that's what it came to, is it?
 18 A. Yes.
 19 THE ARBITRATOR: No longer had good relationship.
 20 And as you understand it, was that the reason why
 21 they wanted separate meetings?
 22 A. Right.
 23 THE ARBITRATOR: That was why they wanted separate meetings.
 24 And what did you say about Mr Pepper being counsel,
 25 or

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1 that both sides knew we were meeting both of them.
 2 THE ARBITRATOR: Yes.
 3 MR NEWBERGER: But again, even you tell me just now about
 4 what Mr Malik told you, presumably by phone, that was not
 5 recorded in an email or a diary note or anything, so
 6 that is just from memory, correct?
 7 A. Correct.
 8 Q. So you are trusting your memory for that information?
 9 A. Correct, it was an repeatedly told to me because it was
 10 not just one telephone call, but several.
 11 THE ARBITRATOR: I think the other side of this coin,
 12 I would like to ask you about that, in become clear at
 13 this stage that the other parties wanted separate
 14 meetings.
 15 A. That's right.
 16 THE ARBITRATOR: Mr Pepper insisted upon it and then you had
 17 a meeting with Mr James alone.
 18 A. But before that, Sir, there was an email from Mr Tissale
 19 who introduced Broadsheet that we and Broadsheet are
 20 also wanting to meet you.
 21 THE ARBITRATOR: Yes, certainly. What is clear is at this
 22 time both IAR and Broadsheet and their different
 23 representatives wanted separate meetings.
 24 A. Correct.
 25 THE ARBITRATOR: Did you get any linking of why they wanted

1 A. Mr Tariq Fawad, Tariq Fawad, told me that -- I said why,
 2 why are they angry with each other, why can't we sit
 3 together and discuss, the government is prepared to
 4 settle, so I don't see if we can't meet them in the same
 5 room. So Mr Malik said, "There is bad blood between the
 6 two, Dr Pepper was initially his lawyer but then he set
 7 up a competing business of IAR and Jerry wasn't very
 8 happy with Law whole idea and he has been incurring
 9 infliction that Dr Pepper had on Jerry, on some other
 10 business interests as well."
 11 THE ARBITRATOR: So Dr Pepper did that simply he was no
 12 longer in any way acting as a lawyer for Broadsheet?
 13 A. That's right.
 14 THE ARBITRATOR: Good. Thank you.
 15 MR NEWBERGER: Back to paragraph 37, some of these issues go
 16 to sort of what you discussed with Sir Anthony. It is
 17 a long paragraph, so I would ask you to look at it
 18 again, because it is important. Paragraph 37 of your
 19 final witness statement, this is the one that begins
 20 "I should also address the allegation that I was
 21 warned that the Broadsheet claim could not be settled
 22 due to the company's insolvency and that Mr Kerven
 23 suggested that I check the corporate status of
 24 Broadsheet before settling the claim."
 25 So what you are saying here is that you read what

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1 Mr Mousavv submitted to the Tribunal in this case and
 2 you are responding to that, is that what you are saying?
 3 A Yes.
 4 Q. I am asking because you don't cite Mr Mousavv's - I'm
 5 trying to understand what you are responding to here.
 6 This is your first witness statement.
 7 A. I mean, that is, I believe, taken from Mr Mousavv's
 8 statement.
 9 Q. But you hadn't seen Mr Mousavv's statement at that
 10 point. The parties, when you prepared this and signed
 11 it, we were exchanging simultaneous witness statements,
 12 so you could not have seen Mr Mousavv's witness
 13 statement.
 14 MR LEVY: Excuse me, sir. I'm not sure that is right. There
 15 was a first witness statement that Mr Mousavv
 16 submitted.
 17 MR NEWBERGER: Are you talking about the security of
 18 . cases?
 19 MR LEVY: Yes.
 20 MR NEWBERGER: That is what I am trying to find out, what he
 21 is relying on.
 22 So do you recall which witness statement you were
 23 looking at?
 24 A. No, not exactly.
 25 Q. We will come back to that in a minute. Well, you say it

1 "as a legal entity and that it assigned its
 2 rights under the asset recovery agreement to
 3 Steeplechase Financial Services."
 4 So what I am trying to reconstruct here, based on
 5 your witness statement, is from memory you are saying,
 6 "No one told me about liquidation or insolvency of
 7 Broadsheet in Isle of Man", correct?
 8 A. Right.
 9 Q. But what you are really saying is that nobody from,
 10 like, Mr Mousavv or Dr Pepper told you this, and
 11 Mr James only told the two of you the following year
 12 before the settlement was finalised, correct?
 13 A. Right.
 14 Q. We have already seen here that your client says that
 15 people at NAB knew about that, correct?
 16 A. That is what the client says.
 17 Q. Okay. So let's look at the minutes of the meeting you
 18 had with the Broadsheet people, which is Z240. And
 19 these are the minutes of the meeting you attended just
 20 ahead of the negotiation team, correct?
 21 A. Right.
 22 Q. In fact you signed these minutes on the second page, did
 23 you not?
 24 A. Right.
 25 Q. So, as far as you recall, these accurately reflect what

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1 Is an allegation that you were warned that the company
 2 was insolvent and that you should check the corporate
 3 status of Broadsheet. Let me ask you something, your
 4 testimony here, and I assume this is based on memory,
 5 because you don't cite to any documents, correct?
 6 A. (Witness nods).
 7 Q. You have to say yes for the court reporter.
 8 A. Yes.
 9 Q. Yes. So, from memory you are saying that:
 10 "The allegation is false and untrue. No such
 11 warning was ever given to me or my team by Mr Mousavv
 12 before, during or after the meetings. If it had been,
 13 then I would have expected it to be recorded in writing.
 14 As I have already said, there was no indication to me,
 15 many of the correspondence before the meeting, that
 16 Broadsheet was unable to enter into a binding
 17 settlement."
 18 Et cetera. And you can read the rest if you like:
 19 "It was only in the course of my further
 20 negotiations with Mr James that I came to realise that
 21 Broadsheet had been [and you changed that to] under
 22 winding up."
 23 You made that correction earlier.
 24 A. Right.
 25 Q. :

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1 the discussions were about?
 2 A. Right.
 3 Q. Okay. Go to paragraph 2. You said:
 4 "The terms of the settlement..."
 5 I should say this was a settlement in principle at
 6 this point, you were just having discussions:
 7 "that Broadsheet LLC would provide within
 8 30 days documentation and receipts supporting the fact
 9 that Broadsheet had expended the \$1.5 million."
 10 Do you recall that, as part of the discussions?
 11 A. Yes.
 12 Q. Okay. Did Broadsheet LLC ever provide that
 13 documentation and receipts?
 14 A. That was not my role I was handling, but I don't know.
 15 Q. You just don't know one way or the other?
 16 A. No.
 17 Q. So when you did the transaction, you just don't have any
 18 recollection of that?
 19 A. They were eventually supposed to bring it to London,
 20 that was -- that is what I recall. And when they were
 21 to come and sign the settlement agreement, at that point
 22 in time they were also supposed to bring all the
 23 documentation. Initially they were -- we were demanding
 24 them to give this documentation to us. They had -- but
 25 they weren't giving it for one reason or the other, so

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1 we're allowed that they can bring all the documentation
 2 In the settlement meeting in London.
 3 Q. And the purpose of this meeting between you and Mr James
 4 was specifically to avoid the filing of an arbitration.
 5 correct, under the agreement?
 6 A. Right.
 7 Q. That was the purpose of the meeting and the proposed
 8 subsequent, correct?
 9 A. Right.
 10 Q. All right. Well, let's go to 2241. And this is the
 11 19 April meeting with IAR, correct?
 12 A. Right.
 13 Q. And these notes appear to be taken by Dr Pepper,
 14 correct?
 15 A. Right.
 16 Q. But you have seen these minutes before, correct?
 17 A. Correct.
 18 Q. Do you have any reason to doubt their accuracy?
 19 A. It doesn't include -- it -- yes, it is basically, I'm
 20 fine with this.
 21 Q. You are fine with it. Okay. Is there anything in here
 22 about Broadsheet?
 23 A. No.
 24 Q. So the IAR meeting on the 19th was just about IAR,
 25 correct?

1 the settlement agreement, then he mentioned this to me,
 2 that there has been some kind of a process to close down
 3 his business and wind up voluntarily for whatever
 4 reasons, to restructure it. So that is what meant. But
 5 again, he was evasive, he wasn't very, very specific, as
 6 to what was what is the exact nature of this winding up.
 7 Then I talked to Mr Tariq Farwani, "What is the nature
 8 of this winding up?"
 9 THE ARBITRATOR: He was very evasive, not very specific.
 10 than you spoke to Mr Malik?
 11 A. Then I spoke to Mr Malik and I said, "He has mentioned
 12 this winding up thing, on what is going on and where is
 13 this winding up pending?" So Mr Malik also said, "He is
 14 in the process to wind up the business in Europe and go
 15 back to Colorado, and to confine himself in Colorado
 16 now. It is under legal advice from Mr Tisdale, his
 17 financial consultant, legal advice, so he is just
 18 winding up the matters." So we need not worry, it is
 19 something that -- so that is why it is in Hyderab
 20 ad, because there was not enough clarity from
 21 Jerry James as to what is the precise nature of that.
 22 That is when I wrote him a specific note after this
 23 Q. We will get to the note in a minute, but you have just
 24 described to Sir Anthony conversations you had with Mr
 25 Malik about what was meant by winding up.

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1 A. Correct.
 2 Q. All right. Now, let's take the next step and let's go
 3 to your first witness statement at paragraph 52 and 53.
 4 This is under the topic, "The settlement agreement with
 5 Broadsheet."
 6 A. Right.
 7 Q. I am going to start at paragraph 52 and 53. We are
 8 going to be looking at this in some detail.
 9 Paragraph 52:
 10 "Throughout this period..."
 11 Now when you say that, you mean 2007/2008, correct?
 12 A. Correct.
 13 Q. :
 14 "I had been my impression that Broadsheet was
 15 a company of good legal standing and would enter into
 16 the settlement agreement on its own account. However,
 17 I was informed during a telephone conversation with
 18 Mr James in around February 2008 that Broadsheet was
 19 then 'winding up'."
 20 Since you are a lawyer and you were charged with
 21 this transaction, could you explain what you meant by
 22 the quote "winding up" in paragraph 52? We are all
 23 lawyers, so you can use a little bit of legal jargon.
 24 A. Well when Mr Jerry James mentioned this to me -- when
 25 I insisted to have some documentation for preparation of

1 A. And also Mr Jerry.
 2 Q. Mr Iatridis.
 3 A. Mr James.
 4 Q. I see in paragraph 52 you say:
 5 "Asked Mr James why this information had not been
 6 shared with me during the negotiations. He replied it
 7 slipped his mind. He talked about the Steeplechase
 8 assignment."
 9 I don't see anything in there about conversations
 10 with Mr Malik.
 11 A. Yes, but this is in relation to what your question is,
 12 that what exactly was the nature of the winding up
 13 because initially he said it had slipped his mind.
 14 I said, "How could it slip your mind? We are doing
 15 a very serious transaction here and I want to know
 16 exactly what you are doing and whether it will hurt my
 17 client or not." I need to be very clear at this stage."
 18 He said, "There is no need to worry, there is no
 19 such thing, it is just like winding up business that I'm
 20 doing", so he became kind of generally evasive.
 21 Then I talked to Tariq as well and said, "What is
 22 going on?" So he came back to say more or less the same
 23 thing. So then Mr Jerry James said, "I am prepared to
 24 indemnify and I have this."
 25 Q. You are jumping way ahead. I have about 30 questions

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1 before then, before we get to the indemnification
 2 I appreciate your jumping in on that but I think we need
 3 to take it step by step. So I am going to go through
 4 your witness statement and we will do it step by step.
 5 I asked you in paragraph 53, is there any reference in
 6 those telephonic calls with Mr Malik? I don't see any.

7 A. No, there is no--

8 Q. So you just neglected to put those in?

9 A. No, I didn't neglect, I thought I was explaining this
 10 and now in response to your question there was a need to
 11 clarify this, so I have clarified this.

12 Q. You say:

13 "I was concerned by this development as it would
 14 impact Broadsheet's liability--."

15 You mean legal liability like legal standing?

16 A. Yes.

17 Q.

18 "...to enter into the settlement agreement."
 19 I asked Mr James why this information had not been
 20 shared. That is when he said it slipped his mind. This
 21 is the first time he mentions the assignment to
 22 Steeplechase Financial."

23 Correct?

24 A. Right

25 Q. You said you told Mr James this was a serious

1 Q. Okay. Now you indicate, and we will get to the
 2 assignment in a minute, let's go -- excuse me.
 3 Paragraph 54, you say
 4 "I informed NAB of this development soon
 5 afterwards."

6 So you were concerned and you told NAB what is up

7 Who did you tell at NAB?

8 Various officials in the overseas wing

9 Q. Okay. Did you tell the chairman?

10 A. No, I didn't have access to the chairman at that point,
 11 but overseas wing officials I briefed and we had
 12 a discussion on that.

13 THE ARBITRATOR. Would that be Mr Sejib?

14 A. No, others as well. Overseas wing is a large entity
 15 You have head of the overseas wing --

16 THE ARBITRATOR. Not sure of the details, but he has said he
 17 was the relevant official --

18 A. He was relevant for the purposes of this transaction.
 19 But for the purposes of general discussion, there was an
 20 overseas wing which was like, you know, a few people
 21 sitting in a room sharing various tables. So we would
 22 discuss collectively a matter of this nature.

23 THE ARBITRATOR. Yes.

24 A. And it was done not in one meeting, but there were a few
 25 meetings on this and discussions on the telephone as

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1 transaction and you know, if you didn't have the right
 2 information it could hurt your clients, correct?

3 A. Right.

4 Q. When you say "hurt your clients", what do you mean?

5 A. I mean I wanted to -- whatever draft one was supposed to
 6 raise you are supposed to raise it, making sure it
 7 protects your client.

8 Q. When you say "protect", protect them against the very
 9 arbitration we are sitting in here today, is that what
 10 you mean?

11 A. That is what I meant.

12 Q. Okay.

13 A. And any other claims that somebody else may have.

14 Q. But specifically because you have already counselled your
 15 clients trying to regulate and settle a potential
 16 arbitration by Broadsheet under the contract against
 17 your clients, that would be fair to say that was the
 18 principal focus of your efforts and work--?

19 A. Yes, that was.

20 Q. Okay. And so, when you say, could potentially hurt your
 21 clients, in other words, if Broadsheet didn't have the
 22 legal capacity to enter into a bona fide settlement,
 23 your clients might wind up where we are right now today,
 24 in London, correct?

25 A. Correct.

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1 well.

2 THE ARBITRATOR. Yes.

3 A. So there were legal advisers, there were other officials
 4 as well. So we discussed with them that this is a new
 5 development.

6 MR NEWBERGER. Not just a new development, but this could
 7 blow up the whole deal, correct?

8 A. That is how you look at it.

9 Q. Well, you were the lawyer handling the transaction,
 10 would that be a fair way to characterize it?

11 A. It depends on what other documents were there.

12 Q. I understand. I am only going by your testimony. I am
 13 trying to take it one step at a time. You say

14 "I informed NAB of this development soon
 15 afterwards."

16 Is this because you were concerned that this new
 17 information from Mr James could blow up the transaction?

18 A. Yes, I was concerned.

19 Q. Thank you. And then at that point, right at that point,
 20 he has new told you about "winding up", what steps did

21 you take as the lead transaction lawyer, with your
 22 clients or independent of your clients, to make inquiry
 23 about the winding-up proceedings?

24 A. When we discussed this, we decided that we should first
 25 write to him and ask specific information, because we

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1 have been talking to him, we held a meeting with him,
 2 and that is when we reached out to him and said what is
 3 this. And we want details and provide us some more
 4 information on that.

5 Q. That is going to be my next question. My first question
 6 was, going by your testimony when you called up NAB and
 7 effectively told this could blow up the deal because of
 8 this winding up and assignment -- it is a winding up,
 9 assignment --

10 A. No, assignment didn't come by then. Assignment came
 11 later.

12 Q. I'm sorry, in paragraph 63 you say,

13 "Mr James replied stating that it had slipped his
 14 mind but that Broadsheet's rights and interest in the
 15 claim against the government of Pakistan had been
 16 transferred to another entity called Steeplechase Financial
 17 Services."

18 A. Right, but he sent me the assignment deed later.

19 Q. So he didn't tell you about Steeplechase at that time?

20 A. He did, when we had this conversation, that you know, he
 21 said, "I'm winding up, I am closing down my business in
 22 Europe and I have already assigned it to another entity
 23 in Colorado, so I said --"

24 Q. Ah, so he just didn't tell you what it was?

25 A. No, he said --

1 What steps did you take, you or your law firm, as
 2 the lead transaction lawyer here, to either get
 3 information from your client or about a winding up or an
 4 assignment, or independent of Mr James and your clients?
 5 Just tell the Tribunal what steps you took as the
 6 transaction lawyer responsible for this deal.

7 A. We discussed it with NAB and as I said, we decided to
 8 reach out to Mr Jerry James to seek further information
 9 on this.

10 Q. I understand that. You are not answering the question
 11 I put to you. Other than Mr James, and we will get to
 12 that in a minute, what steps did you as the transaction
 13 law firm take to do due diligence or investigate or
 14 just check out the fact he had just told you two very
 15 important pieces of information about a winding up of
 16 the Broadsheet on the contract and the assignment of
 17 their rights to sue in arbitration to
 18 Steeplechase Financial?

19 Put aside what you did with Mr James. We are going
 20 to get to that in a minute. I know you said you spoke
 21 to NAB. What steps did you take as the transaction
 22 lawyer to do any due diligence or investigation of
 23 either the winding up or the assignment?

24 A. --

25 Q. Other than calling Mr James.

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1 Q. He just said there was an assignment?
 2 A. He said it was Steeplechase, that he was transferring
 3 his interest, and that is when I went to NAB and said
 4 this a new development and then we asked him to send the
 5 details.

6 Q. I understand that. But best with me, you are jumping
 7 alliteration fast for me here. When you had the call
 8 with him and he first disclosed to you the so-called
 9 winding up, in that conversation he also discussed that
 10 there has been an assignment of Broadsheet's claims
 11 under the contract to pursue an arbitration against
 12 Pakistan and NAB; is that correct?

13 A. Right.

14 Q. Okay. And that is when you called your clients and said
 15 we need to check this out?

16 A. Right.

17 Q. Would that be fair?

18 A. Right.

19 Q. Okay, because it could blow up the deal. We won't be
 20 able to strike the arbitration claim that I'm trying to
 21 negotiate, correct?

22 A. Right.

23 Q. All right. I know you said you reached out to Mr James.
 24 I understand that. And we're going to get to that in
 25 a minute. My question was different.

1 A. I discussed all those options with officials in NAB and
 2 we decided we should check him Mr Jerry James,
 3 with whom we have been communicating for so long.
 4 Q. Did those options include checking the court docket in
 5 the Isle of Man?

6 A. There were a lot of options there too.

7 Q. Was that option considered at part of your work?

8 A. I mean, when we say it was decided and this was the
 9 options that were discussed, we looked at all these
 10 options.

11 Q. Was that particular option part of what you considered
 12 as the lead transaction lawyer?

13 MR LEVY: Sir, I fear we are straying into privileged
 14 territory.

15 THE ARBITRATOR: Yes.

16 MR NEWBERGER: I am not asking for any communications
 17 between him and his client.

18 MR LEVY: You are.

19 MR NEWBERGER: Let me finish. I am addressing the Tribunal.

20 THE ARBITRATOR: Mr Newberger, you can ask whether that was
 21 considered as the lead transaction lawyer. You are
 22 entitled to ask the witness whether he considered and
 23 acted upon it, but you are not entitled, I think, to ask
 24 about whether he discussed that with the clients.

25 MR NEWBERGER: And I will reiterate it because I was raised

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1 what was -- only in his understanding, Sir Anthony not
 2 what he discussed with his client. I am not asking for
 3 a communication.

4 THE ARBITRATOR: In which case, rephrase the question.
 5 MR NEWBERGER: Okay. The options that you say were
 6 considered at that time, what -- did your law firm do
 7 you take any steps, under those options, to investigate
 8 the debt in the Isle of Man for any potential winding
 9 up or liquidation?

10 A. We could only do anything only under instruction.

11 THE ARBITRATOR: I'm so sorry, the answer to the first
 12 question, you can say yes or no. Did you take any --

13 A. No.

14 THE ARBITRATOR: I see.

15 MR NEWBERGER: And the second follow-up is, was that
 16 decision based on an instruction or just your own
 17 decisions?

18 A. I wouldn't like to discuss that.

19 THE ARBITRATOR: You did say on instructions.

20 A. Yes, but in this particular case, when we were
 21 discussing it with NAB, we were looking at the legal
 22 aspects of it.

23 THE ARBITRATOR: That is what we don't want to go into.

24 A. Right.

25 THE ARBITRATOR: But the net result is you didn't make any

1 A. If I may, sir, one of the surrounding reasons was that
 2 there was a tremendous pressure being exerted by
 3 Mr Jerry James because IAR had already been paid off
 4 in January. So they had received a payment. And
 5 Broadsheet had come to know, or Mr Jerry James had come
 6 to know that we have paid IAR. So he was stepping up
 7 the pressure, so was Mr Tariq Fawad and he was
 8 threatening to withdraw from the settlement figure.

9 THE ARBITRATOR: Threatening to withdraw?

10 A. Threatening to withdraw from the settlement figure that
 11 he had agreed in the meeting in London. He said you are
 12 already delaying this so much and this delay is forcing
 13 me to withdraw from the settlement figure and I'm going
 14 to go all out on a major claim. And then we are also
 15 having a problem in terms of splitting the amount,
 16 because payment unblock could not be made for budget
 17 reasons, so we were trying to pursue him on that as
 18 well.

19 But clearly there was a pressure on NAB at that
 20 point in time by Jerry James and Mr Tariq Fawad, that
 21 they will be going and withdrawing from this figure. So
 22 I think that was also a consideration weighing with
 23 them, how to proceed.

24 MR NEWBERGER: Is it your testimony that -- putting aside
 25 instructions from your client, is it your testimony that

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. . .

1 inquiries.

2 A. Yes, the net result was.

3 THE ARBITRATOR: And you have said that was on instructions.

4 A. No, I did not receive any instructions.

5 THE ARBITRATOR: Okay, right.

6 MR NEWBERGER: All right. So putting aside communications
 7 with your client and putting aside any instruction you
 8 might have given from the client, just talking about
 9 what you were doing, okay, and nothing else, when this
 10 information came to you about the winding up and the
 11 assignment, you said you had -- you made -- you made
 12 a decision not to check the Isle of Man liquidation
 13 docket in the court docket?

14 A. No, it wasn't my decision, only. Again --

15 THE ARBITRATOR: Just --

16 MR NEWBERGER: I am conferring it to what you knew.

17 THE ARBITRATOR: I don't think there is any real dispute
 18 here. The witness has said he and his firm didn't make
 19 any inquiries.

20 A. Yes.

21 THE ARBITRATOR: And secondly he said he was not instructed
 22 to do so.

23 A. Right.

24 THE ARBITRATOR: The rest I think is argument.

25 MR NEWBERGER: Okay.

1 your firm did not take any steps to investigate the
 2 Isle of Man court system or liquidation docket because
 3 of the pressure coming from Mr James?

4 A. I'm not saying that. I'm just explaining it. I'm
 5 explaining the circumstances in which my client was
 6 considering all these options.

7 Q. Again, I'm not trying to enquire as to what your client
 8 was telling you or instructing you, so we are clear.
 9 But I do need some clarity about -- you said you didn't
 10 go to Isle of Man to investigate as part of the work,
 11 and there was a lot of pressure from Mr James to close
 12 the deal, effectively, because IAR had been paid. I'm
 13 just trying to understand, given that pressure, and
 14 given that you say in your witness statement that this
 15 was of concern, it would blow up the deal, we will pull
 16 it, the winding up issue and the assignment issue, okay,
 17 is it then your testimony that you just reached out to
 18 Mr James for whatever documentation he could provide to
 19 help you close the deal? Is that a fair
 20 characterisation?

21 A. Again, that reaching out to Jerry James was based on the
 22 collective decision making process that we had with the
 23 NAB team, what to do now, with this information, how to
 24 proceed, what are the next steps? Should we send people
 25 out, or not send people out? Go where you like. So it

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1 was decided we will reach out to him.
 2 Q. Okay. So we can now turn to your reaching out to
 3 Mr James. In your witness statement at 155,
 4 paragraph 55, first witness statement:
 5 "I wrote a letter to Mr James on 16 February 2008 in
 6 which several questions were raised about the status of
 7 the winding up, including clarification whether Mr James
 8 needed permission from the liquidator in the court to
 9 enter into the settlement."

10 Let's go to H2299.

11 A. That's right.

12 Q. You have seen this before, of course?

13 A. Right.

14 Q. Is this the letter you sent to Mr James as the follow-up
 15 to what we just discussed.

16 A. Right.

17 Q. Would it be fair to call this a due diligence note to
 18 Mr James?

19 A. Right.

20 Q. Okay. So this is so you can continue to do the work to
 21 try to protect the integrity of the settlement, would
 22 that be fair?

23 A. Right.

24 Q. And you say to him and to Mr Enwad -- Mr Malik
 25 "I discussed the issue of assignment with NAB"

1 another letter --

2 Q. Yes, we will get to that in a second. This is your due
 3 diligence letter to him, so I am trying to ask you, did
 4 you find out what court, country and judge was
 5 overseeing the winding up of Broadsheet?

6 A. He did not give specific responses on those questions
 7 and he then presented that instrument of assignment and
 8 he said it has been assigned to Steeplechase and I'm
 9 prepared to undertake giving indemnities on behalf of
 10 Steeplechase as well.

11 Q. You are about two steps ahead of me, Mr Scott that is
 12 because you are a lawyer and you know what this process
 13 is. I think you have to slow down a little bit.

14 With regard to number 2 on your due diligence list,
 15 at the time you were doing this work, February spring
 16 of 2008, did you ever find out the name of the court, the
 17 country and judge for the winding up or liquidation
 18 proceedings of Broadsheet?

19 That is a yes/no question.

20 A. No. Mr James didn't inform us.

21 Q. The answer is no?

22 A. No.

23 Q. Forget about what Mr James informed you. This is your
 24 due diligence list. I'm trying to go down your list.

25 A. Right.

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1 officials?"
 2 Which officials?
 3 A. Several officials. As I said, overseas wing officials.
 4 Q. So everyone was in the overseas wing?
 5 A. Most of them were, what do you mean, overseas everybody?
 6 Q. I just want to know, in your letter, you say "NAB
 7 officials". I am trying to find out who they are.
 8 A. It included Hasan and other members of the overseas
 9 wing.

10 Q. Okay. And they had certain questions to this regard
 11 and
 12 "It shall be in order if they are raised and cleared
 13 at this point in time."
 14 By "cleared" do you mean we need to get this sorted
 15 out or we can't do the deal?

16 A. That is what I say.

17 Q. And then you have the questions. Now I am going to take
 18 you through these, because these, you agree, are due
 19 diligence questions by you as the transaction lawyer.

20 Q. "1. Where is the winding-up of BS pending? [Name
 21 of the court, country and judge]."

22 What information did you get from Mr James about
 23 either the court, country or judge about the winding-up
 24 proceedings?

25 A. He responded to this email letter, which I think was

1 Q. "2. Has a liquidator been appointed? (His name and
 2 contact.)?"
 3 Did you ever get that information from Mr James or
 4 anyone else?

5 A. No.

6 Q. "3. Can you verify conclusively if this claim arising
 7 from the agreement is included in the winding up and is
 8 this within the jurisdiction of the liquidator?"
 9 Did you get an answer to that?

10 A. No.

11 Q. "4. Do we need the permission of the Liquidator or the
 12 winding-up court before releasing funds to you?"
 13 Did you get an answer to that?

14 A. No.

15 Q. "5. Is there any other claimant for these funds?"
 16 Did you get an answer to that?

17 A. No.

18 Q. The answer is no?

19 A. No.

20 Q. Okay.

21 Q. "6. Has Broadsheet, under winding up, any other
 22 shareholders and partners entitled to this claim?"
 23 Did you get that information?

24 A. No.

25 Q. Okay. Was that a question based on the fact you wanted

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- 1 10 knew if shareholders and partners had to approve
2 a settlement?
3 A. We wanted to know exactly what the question asks
4 Q. I see.
5 "7. Can we have copies of the winding up
6 documentation?"
7 Did you get any winding up documentation?
8 A. No.
9 Q. Okay. So now let's turn to Mr James's response. Well,
10 let's first go to your witness statement back to S6.
11 This is your interaction with NAB that you described in
12 your testimony:
13 "I informed NAB of this development soon afterwards.
14 However, it was decided that the settlement should
15 continue with Mr James if he was able to provide the
16 relevant documents demonstrating that the assignment has
17 been carried out legally."
18 And we just looked at 229G, which I believe you recite
19 in the next paragraph S6:
20 "I wrote a letter to Mr James... in which several
21 questions were raised."
22 Is that the letter we just looked at, the due
23 diligence letter?
24 A. Right.
25 Q. Okay. Now, in your next paragraph you say:
- 1 3008?
2 A. Document H.
3 Q. 2300.
4 A. I don't have it.
5 Q. She is getting it for you. And I would ask you, is this
6 what you refer to, the response, if you look at your
7 witness statement at S7, paragraph 57:
8 "Mr James also sent me a letter dated February 22,
9 in which he reiterated that both S7
10 A. Right.
11 Q. Is this what you are referring to, is this his letter
12 back?
13 A. Right.
14 Q. Let's go to that letter:
15 "Me too, I grow weary of this back and forth."
16 "And he goes through all this stuff. And then he
17 lists – I take it these are responses to some of your
18 due diligence questions?
19 A. Right.
20 Q. Is that how you interpreted them at the time?
21 A. Right.
22 Q.
23 "The facts are simple and straightforward."
24 "There are no claims of any type outstanding against
25 either company, Broadsheet or Steeplebase, based on any

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- 1 "I also informed Mr James that he would need to
2 provide documents evidencing the assignment of
3 Broadsheet's rights to Steeplebase."
4 Was that in your due diligence letter, or was that
5 somewhere else?
6 A. No. I was also communicating with Mr Tariq Fawad and
7 Jenny James on this issue.
8 Q. When you say in S6:
9 "I also informed Mr James..."
10 That was apparently not in writing, that was what
11 a phone call?
12 A. That was a phone call.
13 Q. That was a phone call. I just couldn't tell from the
14 testimony. And then in response, if we go to H2105,
15 A. Right.
16 Q. This is the assignment, correct?
17 A. Correct.
18 Q. I'm going to ask you a little bit about that in
19 a minute. But this is what you got back in response to
20 your due diligence list, right?
21 A. Right. And also a reply, I think.
22 Q. I am going to get to that. I think if we go to 2113 --
23 on, that is the notary.
24 Give me a second. Sorry, it's H2100. This is
25 a fax to you from Mr James, correct, dated February 22,
- 1 and all information available."
2 At the time you accepted that?
3 A. Right.
4 Q. You have since learned that was not true, correct?
5 A. Right.
6 Q. By the way, when did you first learn that was not true?
7 A. When the notice of arbitration came.
8 Q. So in October 2009?
9 A. 2010, I believe.
10 Q. We will come back to that in a minute.
11 "2. Steeplebase is the only company which is
12 currently involved in the settlement with the GOF in
13 that the transfer of the contract occurred earlier."
14 And that is the assignment we just looked at?
15 A. Right.
16 Q. Okay.
17 "3. Should there be any issues that arise in the
18 future, the settlement agreement which will be executed
19 upon receipt of funds puts all burdens on Steeplebase."
20 "4. If you, desire, a joint settlement agreement
21 could be executed with both companies."
22 "5. It is possible that transfers might be
23 organised between these companies, so that a single
24 agreement could be executed with Broadsheet Ltd. (not
25 is your condition?")

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1 "We demand payment now."
 2 A. It also says:
 3 "Broadsheet U.S. and Steeplechase are both willing to
 4 seek settlement agreements with GOP with full
 5 indemnification and releases in place."
 6 Q. We are going to get in the midair lines. One step at
 7 a time.
 8 THE ARBITRATOR: You were quoting the second paragraph?
 9 A. Correct, correct.
 10 MR NEWBERGER: The second paragraph. Is it fair to say that
 11 when you received this response in your due diligence
 12 letter that you were satisfied that you had conducted
 13 satisfactory due diligence?
 14 A. Again, we had a discussion on this.
 15 Q. You say "we", James?
 16 A. NAM.
 17 Q. Did NAM.
 18 A. NAM. And we looked at these documents and responses to
 19 assess how it should be done and how it should be looked
 20 at. But then we looked at the assignment deed and we
 21 thought that the assignment deed serves the purpose. It
 22 is an dependable document and we can proceed on that
 23 basis.
 24 Q. So the decision you made -- I don't want privileged
 25 information, but the decision you made was to proceed on

1 A. Right. Yes, he has been saying that, that this has been
 2 reconstituted in Colorado, and I am -- it's part of my
 3 plan to move my business there and so on and so forth.
 4 THE ARBITRATOR: Yes. So there are really three parties
 5 involved and then we will go on further before
 6 lunch now. Three parties were one, the assignment
 7 A. Sir.
 8 THE ARBITRATOR: Secondly, there was a liquidation ongoing
 9 in the Isle of Man.
 10 A. Right.
 11 THE ARBITRATOR: And the third was that there was what he
 12 called a reconstitution.
 13 A. Right.
 14 THE ARBITRATOR: Whatever that may mean. But we will come
 15 back on that at 2.05 pm.
 16 MR NEWBERGER: Very well, sir.
 17 A. Thank you.
 18 MR LEVY: Sir, would you just remind the witness not --
 19 THE ARBITRATOR: I'm sorry. You would know this already.
 20 You mustn't talk, please, to anybody during the break --
 21 A. I understand.
 22 THE ARBITRATOR: -- about the case or about your evidence or
 23 about anybody to talk to you about it.
 24 A. Right. Thank you. Thank you very much.
 25 (1.05 pm)

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1 the basis of the assignment?
 2 A. Right.
 3 Q. Okay. And just the assignment or anything else?
 4 A. Just the assignment.
 5 MR NEWBERGER: Just the assignment. Okay.
 6 Well, Sir Anthony, is this a good time to break?
 7 THE ARBITRATOR: Before we leave this document, I have got
 8 the next page which seems to be page 2 of the fax header
 9 "Resolution".
 10 MR NEWBERGER: Please go ahead.
 11 THE ARBITRATOR: Could you explain what this document is?
 12 A. Well, when he was saying that it was issue of
 13 restructuring and everything, so he said Broadsheet LLC
 14 has been reconstituted in Colorado, in 2007. And I'm
 15 sending you a resolution of that as well. So -- and
 16 that is the entity which can be made the payment. So
 17 the agreement would be where Broadsheet Colorado could
 18 become a party and be the recipient of the payment as
 19 well.
 20 MR NEWBERGER: What is the date -- I'm sorry, Sir Anthony.
 21 I didn't mean to inter-up.
 22 THE ARBITRATOR: Was this part of the fax?
 23 A. Yes, this was part of the fax.
 24 THE ARBITRATOR: So it was page 2 of the fax. And he had
 25 said something to you about reconstituting, had he?

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1 (The short adjournment)
 2 (2.05 pm)
 3 THE ARBITRATOR: Mr Scott, are you ready to resume?
 4 A. Yes, please.
 5 MR NEWBERGER: I hope you had a restful lunch hour,
 6 Mr Scott. We will pick up where we left off.
 7 We were going through your first witness statement
 8 and I'm going to a couple of things. I will direct your
 9 attention again to -- I'm at about paragraph 56 and 57
 10 of your first witness statement; and 58 and 59. I'm
 11 going to focus on those. And I'm going to also go back
 12 to H230C. And I am going to ask you again to have your
 13 testimony there, the paragraphs I referred to, and then
 14 we have the fax from Mr James to you,
 15 Friday February 22, 2008.
 16 I have a couple of preliminary questions. Go to the
 17 first page, the fax cover sheet. Do you see that?
 18 A. Right.
 19 Q. Right. And it says:
 20 "Number of pages (including cover sheet): 27"
 21 A. Right.
 22 Q. Yet we have three pages. How is that?
 23 A. I don't know.
 24 Q. Was the resolution faxed to you separately from the
 25 letter from Mr James. Is that possible?

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1 A. I don't remember that. My office was putting it up to
 2 me.
 3 Q. So somebody in your office, a secretary or assistant was
 4 dealing with this?
 5 A. Yes.
 6 Q. So it could have been in two faxes, it could have been
 7 in one, you just don't know?
 8 A. No.
 9 Q. I ask, because looking at the resolution -- I will come
 10 back to the assignment in a minute, but looking at the
 11 resolution that you said before the break you had relied
 12 on, basically for Mr James's representations, if you
 13 will, to:
 14 "...reconstitute and reinstate its corporate name
 15 in the State of Colorado."
 16 You are a transactional lawyer in this process
 17 here; the words:
 18 "...reconstitute and reinstate ...corporate
 19 name?"
 20 Without trying to get too technical but you are
 21 a lawyer handling this, if a company is in liquidation
 22 in the Isle of Man court system, what do the words,
 23 "reconstitute and reinstate its corporate name", what
 24 does that mean to you, as the lawyer handling this
 25 transaction?

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1 A. What is written there, which is reconstituting and
 2 reinstate, that is what it is meant to say at that
 3 point at time.
 4 Q. I understand what the words say. You are the one
 5 reading this not just now but in 2008 in response to
 6 your due diligence demands to Mr James, correct?
 7 A. Right.
 8 Q. This is part of what he is sending to you in response to
 9 your due diligence demands, correct?
 10 A. Right.
 11 Q. All right. So that is why I'm focusing on what you
 12 understood this to mean in 2008, okay? So I know what
 13 the words say.
 14 A. Right.
 15 Q. -- but you had raised these serious concerns, the deal
 16 could blow up, that's what we said before, so,
 17 "Reconstitute and reinstate the corporate name", what
 18 does that have to do with a company that was registered
 19 in the Isle of Man?
 20 A. I don't know. I just looked at it and the way it read,
 21 it made sense to me, that it was being reconstructed and
 22 reinstated with a corporate name of Broadsheet. But
 23 clearly it was a different legal entity.
 24 Q. Clearly a different legal entity. And did you
 25 understand this was clearly a different legal entity

1 apparently based in Colorado when you read it?
 2 A. Yes.
 3 Q. Yet the contract, the asset recovery agreement, was with
 4 a registered Isle of Man company, correct?
 5 A. Right.
 6 Q. Can you show me anywhere in this resolution where there
 7 is any reference to where this "reconstituted and
 8 reinstated corporate name" has anything to do with the
 9 entity in the Isle of Man?
 10 A. I don't see that.
 11 Q. You don't see it now, but I am talking about in 2008 and
 12 we have your test memo, which I just pointed you to.
 13 What was your reaction, as a transactional lawyer, when
 14 you saw this resolution, which was in response to your
 15 due diligence demands, that they had reconstituted and
 16 reinstated the corporate name? What did that have to do
 17 with the registered company whose arbitration or
 18 potential arbitration claim you were trying to save your
 19 client from?
 20 A. Well, the way it was since I received these documents,
 21 we looked at them, and our understanding was that he is
 22 winding up his work and he is setting up this company in
 23 Colorado and then he has also issued this assignment
 24 deed. So that is what our understanding was. And the
 25 business, if it's left over, may be moved to this

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1 company or to Steeplechase. So it was apparently an
 2 advisor that he was working on it, or he was
 3 restructuring himself, concluding his business.
 4 Q. And you relied on his representing to you that this is
 5 what was happening?
 6 A. Yes.
 7 Q. This is the same Mr James that your client had
 8 terminated the contract with because of false
 9 representations, the same person?
 10 A. No, there were two or three additional reasons for
 11 reliance on this. First of all, that Mr Tariq Fawad was
 12 stating "We have this new entity as well", and Mr James
 13 was assuring it and he was explaining to me and then Mr
 14 Tariq also said, and Mr James, that he has advice
 15 from Mr Tisdale, with whom I had been in contact
 16 initially. So that was showing in me at a personal
 17 level and also as a professional level.
 18 Q. So you say you just accepted all these general
 19 representations, is that correct?
 20 A. That's right.
 21 Q. From the same people with whom your client had
 22 terminated this high-visibility contract for false
 23 representations?
 24 A. Yes, depends -- but we had developed an understanding in
 25 terms of -- over a period of time when we were

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1 interacting with them about the nature of their concern
 2 and the nature of their issues and we thought we were
 3 talking to the right people. The only people that were
 4 there on the documents and the correspondence, and now
 5 they were representing to us that they were in the
 6 process to restructure and now they have passed it onto
 7 Steeplechase.

8 Q. Other than these oral representations that Mr James and
 9 Mr Malik made to you about that situation, what -- other
 10 than ITC's resolution, what paperwork did they send you?

11 A. They send, I believe, documentation of incorporation of
 12 Broadsheet Colorado as well.

13 Q. Okay. We will get to that in a minute. What is the
 14 date on this resolution?

15 A. There is no date.

16 Q. Did you notice in 2008 that this didn't even have a date
 17 on it?

18 A. Yes, we noticed that.

19 Q. You did notice it. What was your reaction when you
 20 noticed it wasn't even dated?

21 A. We discussed that with the client and we had
 22 a discussion on all these aspects, that we don't have
 23 a date on it. But the other supporting documentation
 24 was there and then primarily we decided to rely on the
 25 assignment deed itself.

1 THE ARBITRATOR: Did you see any evidence that the
 2 liquidator -- you know there was a liquidation going on
 3 in the Isle of Man, and therefore the liquidator would
 4 be the person in charge of its affairs, did you see any
 5 evidence that he had consented to these arrangements?

6 A. No, at that point, when we were having this discussion
 7 with Mr Jerry James and getting this communication, we
 8 did not know that the liquidation was pending in
 9 Isle of Man. We specifically asked him as to where the
 10 liquidation is pending, which country, which court and
 11 et cetera. And to that, his response was you don't have
 12 to worry, there has been -- and then he wrote this
 13 letter of 22 February, in which he said, "I will be
 14 undertaking on behalf of Steeplechase as well, and
 15 Steeplechase will undertake, so that is my headache and
 16 something again is part of the process to wind up."

17 THE ARBITRATOR: I thought you knew it by this stage, that
 18 there was a liquidation in progress?

19 A. No, we knew from him, but we did not know that it is in
 20 Isle of Man. Because he was just -- In February he was
 21 communicating to me, when I asked for documentation, he
 22 said we have a winding up issue. I said where, what is
 23 the nature of this winding up? So he was generally not
 24 very clear with me on that and he said this is
 25 a winding up, it is just part of the process to wrap

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1 THE ARBITRATOR: On the ...

2 A. Assignment deed. The deed of assignment.

3 MR NEWBERGER: We will get to the assignment in a minute.
 4 So the fact that it didn't even have a date on the
 5 resolution, was something that was of concern to you, it
 6 was sorted out -- I'm not asking for the conversations
 7 with the client, but it was sorted out, and then you
 8 made a decision that even though it didn't have a date
 9 and you were only relying on oral representations from
 10 Mr James and Mr Malik, it was eventually, for the fact
 11 of the assignment, the deed of assignment, that was the
 12 basis for the decision to move ahead, as far as you were
 13 concerned.

14 A. Yes.

15 Q. Would that be fair?

16 A. And also the fact that we could understand that after
 17 the business with government of Pakistan had come to an
 18 end on the Broadsheet agreement, there was no further
 19 business that this entity was doing, so it was quite
 20 natural to assess that a company shuts down when they
 21 don't have any further business and they try and
 22 relocate themselves.

23 Q. But you accepted all these representations?

24 A. Correct.

25 Q. Okay.

1 things up, and I'm doing it as if it was a voluntary
 2 winding up. So I asked him a few more questions and
 3 then I wrote that letter to him, tell us where exactly
 4 is it spending, and who is the judge, who is the
 5 liquidator and so on and so forth.

6 THE ARBITRATOR: And you never got answers?

7 A. I didn't get any specific answer on that.

8 THE ARBITRATOR: So based on in your evidence, is there was
 9 that the conversation in which you said he was being
 10 evasive?

11 A. Right.

12 THE ARBITRATOR: So he had said something which you felt was
 13 evasive, you had asked him for something more definite
 14 and he had not replied?

15 A. He had not replied.

16 THE ARBITRATOR: Was that the representation you relied
 17 upon?

18 A. No, he said the process of winding up, you need to keep
 19 it aside, Mr Singh, we already have an assignment that
 20 we have entered into. And that takes care of your
 21 issues. And we, which means the Steeplechase, is
 22 prepared to give you an undertaking that we will bear
 23 the burden of any consequences of that, and I don't need
 24 to go into details of that in terms of where this matter
 25 is pending. It is part of my process to --

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1 THE ARBITRATOR: So in both your minds was the prospect of
 2 trouble from the liquidator, in other words there might
 3 be queries from the liquidator, that you thought, well,
 4 you have the indemnity from Steeplechase and that would
 5 cover any problems which arose?

6 A. That is what we thought, and so that he assured that
 7 there will not be any problems from the liquidator,
 8 because he indicated the nature of liquidation is close
 9 to a voluntary nature, because he is winding up so
 10 he -

11 MR NEWBERGER: Well, let's look at the assignment, which is
 12 2109. This is the assignment you are talking about and
 13 then you say you relied on it to make the decision to go
 14 ahead with the settlement, correct?

15 A. Yes, we --

16 Q. Would it be fair to say that if this assignment, in your
 17 view at the time, had a problem or question, that there
 18 would be nothing to rely on, no basis to -- let me
 19 finish the question.

20 Is it your testimony that if, at the time in 2006
 21 that you were handling this transaction, that this
 22 assignment had raised some other problems, just like the
 23 liquidation thing had raised problems, if thus had
 24 raised problems to you, you would have been unable to
 25 conclude the transaction would that be fair?

1 Isle of Man take place, in your view, at that time?

2 A. It would take place in Isle of Man, ideally. But it
 3 could be, you know, cross-border, trans-national winding
 4 up as well.

5 Q. But you already testified that you didn't look farther
 6 at all?

7 A. No, we asked him specifically where exactly is this, but
 8 he did not respond.

9 Q. He never told you and you never bothered asking any
 10 more?

11 A. No, he never told us and then he sent these documents

12 Q. We are going to get to the assignment. I am talking
 13 about the winding up. You know it was an Isle of Man
 14 company. You had sent him the due diligence about that.
 15 He said he never told you where the winding up, as he
 16 called it -

17 A. Right.

18 Q. -- was pending. You relied on that representation,
 19 even though he had been evasive about that whole
 20 subject, correct, so you relied on his evasive answer?

21 A. Right.

22 Q. Then he sent you this assignment, and this assignment
 23 resulted the deal, wouldn't be a fair characterization?

24 A. I wouldn't say resolve. I mean it was there. If it
 25 hadn't been there we might perhaps not have gone ahead

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1 A. Depends on the nature of the problems that it would --

2 Q. Well, I am asking about this assignment here.

3 A. That is what I am saying, this assignment itself.

4 Q. Let me be clear. I am not talking in generalities.
 5 This particular assignment, H2109, you have testified to
 6 Sir Anthony, you relied on the bona fides of this
 7 assignment --

8 A. Right.

9 Q. -- to make the decision to go ahead with the settlement
 10 agreement, correct?

11 A. Right.

12 Q. And my question to you is, if, when you received this
 13 from Mr James who had been "evasive", your words

14 A. In the context of winding up.

15 Q. So he was evasive only on the issue of winding up?

16 A. And when I enquired about the nature of winding up,
 17 where he was going and why, what exactly was the reason
 18 for relocation.

19 Q. By the way, just so we are clear, you use this word
 20 winding up, you know, at the time you were handling this
 21 transaction, that the party to the ALA was Broadsheet
 22 Isle of Man, right, a registered company in the
 23 Isle of Man? You knew that as a fact?

24 A. Right.

25 Q. Where would a winding up for a company from the

1 with it.

2 Q. Okay, so without this assignment or at least a bare bones
 3 assignment, as a transaction lawyer you would not have
 4 been in a position to complete the transaction, correct?

5 A. I would think so.

6 Q. Did you think that at the time?

7 A. Yes, of course.

8 Q. Okay. Well now let's look at the assignment, 2109.
 9 This is dated 4 January, 2006, correct?

10 A. Right.

11 Q. Is there anything in this assignment that indicates that
 12 the Broadsheet LLC at the bottom is the Broadsheet from
 13 the Isle of Man?

14 A. At that point in time there was only one Broadsheet.

15 Q. No, how did you know there was only one Broadsheet?

16 A. Because that was 2005.

17 Q. In -- you weren't dealing with this in 2005, correct?

18 A. I wasn't.

19 Q. Okay, let's take it slower then. When you received
 20 this assignment from Mr James, this was the critical
 21 piece of paper you needed to move ahead with the deal,
 22 right?

23 A. Right.

24 Q. And you got it, and you looked at it. And it says at
 25 the bottom

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1 'For Broadsheet LLC'
 2 And at the top:
 3 "Broadsheet LLC (assignee)"
 4 You see that, right?
 5 A. Right.
 6 Q. And in the middle, in the witness section, it talks
 7 about:
 8 'The assignor, assigns transfers to the assignee
 9 all rights .. with regard to the agreement with
 10 Pakistan?'.
 11 Correct, the NAB correct?
 12 A. Right.
 13 Q. So you know that this is all about a potential
 14 arbitration clause under that contract, that is what you
 15 are settling, right?
 16 A. Right.
 17 Q. And this document is settling you the right to bring
 18 that — the right to bring that arbitration has been
 19 moved to Steeplechase Financial Services, correct?
 20 A. Correct.
 21 Q. All right. How did you know, from the face of this
 22 document, that the two indications of Broadsheet LLC
 23 were in fact the Broadsheet in the Isle of Man? How did
 24 you know that?
 25 A. Broadsheet LLC was -- Isle of Man was described as

1 in the document that we saw. There was only one
 2 Broadsheet, which was Isle of Man, and that was the
 3 documentation, letterheads, everything that were written
 4 on that --
 5 Q. So you just assume, I didn't mean to infer that.
 6 A. And when we got these assignment deeds, Broadsheet LLC
 7 was clearly a reference, in my mind, to Broadsheet LLC
 8 Isle of Man.
 9 Q. So you just assume Mr James's word for it again that this
 10 was the right Broadsheet?
 11 A. No. I think the document was quite clear to me.
 12 Q. It was clear?
 13 A. Yes.
 14 Q. Okay, is there any indicia about a winding up here?
 15 A. No, not here.
 16 Q. Is there any indicia about Isle of Man?
 17 A. No.
 18 Q. Nothing at all. And who signed this, there are two
 19 signatures?
 20 A. Jerry James.
 21 Q. So this is not an arm's length transaction, correct, as
 22 you would understand it?
 23 A. Yes, never was being signed by Mr Jerry James in his
 24 capacity as Steeplechase and in his capacity as
 25 Isle of Man --

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1 Broadsheet or BS in various documentation throughout.
 2 Q. This document --
 3 A. And that reference was in 2005 was clearly -- was of
 4 Broadsheet Isle of Man.
 5 Q. This 2005 document is clearly the Isle of Man
 6 Broadsheet? Could you show me in here where it says
 7 that?
 8 A. If you look at the documentation of NAB -
 9 Q. No, sir. No. I'm talking about just this document,
 10 that is my question first, we will get to other things,
 11 one step at a time please.
 12 The document you asked Mr James to send, or that you
 13 received, is this assignment, correct?
 14 A. Right.
 15 Q. And without this assignment you couldn't proceed with
 16 the transaction, correct?
 17 A. Correct.
 18 Q. And when you received this document, how did you know,
 19 in 2008, that the Broadsheet LLC that is supposedly
 20 making the assignments of an arbitration right under the
 21 contract, is the same Broadsheet that is registered in
 22 the Isle of Man and has gone through a "winding up".
 23 How did you know that when you got this document?
 24 A. There wasn't any other Broadsheet that we heard of,
 25 neither there was any correspondence from any Broadsheet

1 Q. What information did he give you about the bona fides of
 2 Steeplechase Financial Services LLC?
 3 A. He gave us the certificate of good standing.
 4 Q. That was it?
 5 A. That was it, and --
 6 Q. And that indicated the company was --
 7 MR LEVY: Could the witness please be allowed to finish.
 8 A. I was also told that the assignment, when I looked at
 9 it, that this was being prepared by Mr Tisdale in his
 10 office, and Mr Tazq said this, and Mr Jerry James said
 11 this further, that Mr Tisdale was preparing this, so we
 12 need not worry it's coming from an authentic counsel
 13 and Mr James, this is part of the process of closing
 14 down, restructuring, whatever and that has been done
 15 well in time.
 16 MR NEWBINGER: Who told you that Mr Tisdale prepared this
 17 document?
 18 A. Tariq Farhad, Tariq Malik.
 19 Q. He told you? Do you have any piece of paper recording
 20 that conversation?
 21 A. No, I received dozens of calls every week from them.
 22 Q. So this is your memory?
 23 A. Yes and the memory why, because I distinctly remember
 24 asking these questions specifically.
 25 THE ARBITRATOR: Now, we are going take this question and

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1 answer quite separately because there is some confusion.
 2 MR NEWBERGER. I apologize.
 3 A. Because I was having dozens of telephone conferences and
 4 communications with Jerry James and Mr. Tariq and one of
 5 the things that I was discussing with them was this,
 6 about the nature of the assignment, who prepared it,
 7 from where did it come from. And I was assured it was
 8 coming from a legal office, Mr. Tariq's office has
 9 helped prepare this and it has been properly notarised
 10 and so on and so forth --

11 THE ARBITRATOR: Properly notarized to whom?

12 A. Properly notarized. And these were the kind of
 13 information I was getting from them, multiple exchanges
 14 on the validity of the assignment itself, and in those
 15 conversations I was absolutely clear that they are
 16 referring to Broadsheet Isle of Man when they are
 17 referring to Broadsheet LLC in this assignment deed.

18 THE ARBITRATOR: So by 2008 you knew there was now a new
 19 Broadsheet, Colorado. But are you saying that in 2005
 20 there had only been one and that was the Isle of Man?

21 A. Yes, that's right, that is what I am saying.

22 THE ARBITRATOR: But what about you because what this
 23 document doesn't refer to is the other contracting
 24 party the government of Pakistan and NAB, and as an
 25 elementary law textbook point one has to see if the

1 it says we, NAB, or the government, consent to the
 2 assignment.

3 A. No, there is no such document per se.

4 THE ARBITRATOR: No.

5 A. But once we worked on it, we relied on it, we drafted
 6 the settlement agreement based on it, as I see it, we
 7 gave consent.

8 THE ARBITRATOR: Yes.

9 MR NEWBERGER. May I continue, Sir Anthony?

10 THE ARBITRATOR: Yes.

11 MR NEWBERGER. On back to the agreement, which is at H325,
 12 since it is the rights under that agreement than you are
 13 resolving in this transaction, correct? That's H325.
 14 This is the ARA with Broadsheet. This was the contract
 15 that you were settling any claim out of, correct?

16 A. Right, right.

17 Q. So you were familiar with this contract in 2006?

18 A. Right.

19 Q. And when you got this assignment from Mr. James talking
 20 about assigning the rights to the contract, did you
 21 consult the ARA itself? I will point you specifically
 22 to Article 13.

23 A. Yes.

24 Q. Do you see that?

25 A. Yes.

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1 assignment was notified to and assented to by the other
 2 party. Did you consider that at all?

3 A. Once we relied on that and relied on that, we granted the
 4 consent, number one. Once we acted on that, and we
 5 relied on the assignment, sir, we granted the consent.
 6 And secondly, one thing else which was --

7 THE ARBITRATOR: I see, so you say that originally, at
 8 least, the government of NAB assented to this
 9 assignment. When did they do that?

10 A. They did that when it came to our knowledge and we
 11 decided to accept it and rely upon it and base the
 12 settlement agreement upon it.

13 THE ARBITRATOR: Is there any document which constitutes
 14 their assent?

15 A. Present was through action, since we relied on that, and
 16 we accepted that.

17 THE ARBITRATOR: I see.

18 A. And then, since agreement was also -- we also
 19 discussed -- our agreement was terminated in 2003, so
 20 the question was, the consent was required, since the
 21 agreement used was terminated under which there was
 22 a consent provision.

23 But when an is said and done, we relied on that and
 24 gave consent.

25 THE ARBITRATOR: Well, I haven't seen any document in which

1 Q. You were familiar with that at the time, correct?

2 A. Right.

3 Q. And it says:

4 "This agreement shall operate for the benefit of and
 5 be binding on any respective successors in title and
 6 permitted assigns of the parties, provided that
 7 neither party shall assign, transfer or part with any
 8 rights or interests hereunder, temporarily or otherwise,
 9 without the written consent of the other."

10 And where is specifically the written consent under
 11 this contract pursuant to Article 13?

12 A. I have said this in response to Sir Anthony's question.

13 Q. Does the settlement agreement provide specific consent
 14 to the assignment, specific consent?

15 A. The execution of the agreement itself constitutes
 16 consent.

17 Q. That is a legal opinion you are providing to the
 18 Tribunal. I am asking you a different question.

19 A. That is how we looked at it.

20 Q. I don't want to talk over you when you are testifying.
 21 I am asking you a different question. Under the
 22 contract, whose rights you are resolving in this
 23 transaction, there needs to be written consent.

24 A. Yes, we --

25 Q. Let me finish the question, sir.

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1 A. Okay
 2 Q. There needs to be written consent because that is what
 3 the parties had agreed to, correct? And again, I will
 4 ask you, not for your legal opinion, that you took the
 5 settlement agreed this as a matter of law, but where is
 6 the written consent that is a requirement of this
 7 contract? Is there any?
 8 A. No.
 9 Q. So in 2008 you made a legal decision that there was an
 10 implied consent by signing the settlement, but not
 11 a written consent as required by the contract?
 12 A. Right.
 13 Q. And that is the basis for proceeding with this
 14 transaction?
 15 A. Right.
 16 Q. And you never attempted, as the transaction lawyer, to
 17 obtain a written consent pursuant to Article 13. Is that
 18 correct?
 19 A. We discussed that. But then there was a view that since
 20 the agreement itself has been terminated in 2003, so the
 21 obligation under section 13 is apparently not applicable
 22 any longer.
 23 THE ARBITRATOR: I see. So you say, "We discussed that",
 24 and we must always be careful not to go into matters of
 25 confidential privilege.

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1 testifying about his understanding, I am not asking for
 2 privileged information.
 3 MR LEVY: I am not suggesting that he is, sir. I am
 4 suggesting that he is asking.
 5 "So the requirements of Article 13, under what you
 6 just said to Sir Anthony, would survive even the
 7 termination of the contract, correct?"
 8 That's asking for a legal opinion on the meaning of
 9 Article 13.
 10 THE ARBITRATOR: No, I think in the context, because we have
 11 already had evidence that there was a discussion with
 12 the clients as a result of which you formed certain
 13 views, so I think further question is proper.
 14 MR NEWBERGER: Sir, the question - put to you. I will make
 15 it even more clear.
 16 In 2008, when you got this assignment from
 17 Mr James -- and you have testified you were taking
 18 a look at Article 13, to see how the two would go
 19 together - was it your understanding that
 20 Steeplechase Financial, the assignee, would be bound by
 21 Article 13 for purposes of the transaction you were
 22 trying to complete? Was that your understanding at that
 23 time?
 24 A. I think we were clear that once we were entering into
 25 a settlement agreement with Steeplechase, we are also

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1 A. Right.
 2 THE ARBITRATOR: But you volunteered this. There was
 3 a discussion, and you and your clients took the view that
 4 because the agreement was over, this no longer applied?
 5 A. Yes. That was one basis. The other one was we were
 6 executing the settlement agreement itself.
 7 MR NEWBERGER: So two grounds?
 8 A. Yes.
 9 Q. Okay. By the way, Article 13 is not just binding on
 10 Broadsheet or Islamic Man but also any respective
 11 successors in title and permitted assignees of the
 12 parties; that would be Steeplechase Financial, correct?
 13 A. Right.
 14 Q. So the requirements of Article 13, under what you just
 15 said to Sir Anthony, would survive even the termination
 16 of the contract, correct?
 17 A. Right.
 18 Q. So that means that Steeplechase Financial would have the
 19 same obligations under Article 13 as Broadsheet?
 20 MR LEVY: Sir, this is straying into legal submission rather
 21 than a question for a factual witness.
 22 THE ARBITRATOR: Well -
 23 MR NEWBERGER: May I respond, Sir Anthony?
 24 THE ARBITRATOR: Yes, please.
 25 MR NEWBERGER: He handled the transaction and he is

1 fulfilling the requirement of consent as well.
 2 Q. Okay. Now let's go back to the assignment. One thing
 3 we haven't looked at is the little line that says
 4 "provided". That is in the assignment, H2109:
 5 "Provided, however, no warranties of any kind
 6 whatsoever are made incident to this assignment."
 7 Do you remember reading that provision in 2008?
 8 A. Right.
 9 Q. What was your understanding of what that meant?
 10 A. I also discussed this provision with the client and
 11 I think I would not comment on that.
 12 Q. You don't have to tell me about your communications with
 13 NAB.
 14 A. But that was based on the discussion - my understanding
 15 was based on that discussion as well.
 16 Q. Well, I'm only asking for your understanding, not what
 17 you communicated to NAB. Your understanding was that
 18 this, "No warranties of any kind whatsoever are made
 19 incident to this assignment."
 20 Did you understand that when Mr James handed over
 21 the rights to this contract to Mr Lazarus, albeit to
 22 a different company, that no warranties were made in the
 23 assignment? Did you understand that at the time?
 24 A. Again, we discussed this and we discussed this with the
 25 client in detail.

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- 1 Q. Again I'm not asking for your communications with NAB.
 2 I am just asking your understanding about what that
 3 meant for purposes of continuing with the transaction
 4 That's all I want to know.
- 5 A. Okay. We safeguarded by adding additional indemnities
 6 in the documentation that we prepared, including the
 7 settlement agreement. . .
- 8 Q. Okay.
- 9 A. — the settlement agreement.
- 10 Q. So the solution, if I can call it that, to that phrase,
 11 was to have indemnities from Steeplechase Financial and
 12 Broadsheet LLC?
- 13 A. It was not a solution, it was a standard thing, whenever
 14 you are drafting a settlement agreement you ensure that
 15 the people that you are settling with can give
 16 indemnity, so there was no such thing as making
 17 a solution for it.
- 18 Q. Okay. You mentioned the notary and the notarisation of
 19 the assignment, which is at H2 L13 and you described
 20 already that you relied on that in particular the
 21 fact a title of the assignment, is that correct?
- 22 A. Right.
- 23 Q. But the notary simply says that Mr James signed,
 24 correct?
- 25 A. Right.
- 1 first witness statement, at paragraph 5B, this is on the
 2 subjects we just discussed, talking about the corporate
 3 resolution for the new Colorado Broadsheet, do you see
 4 that?
- 5 A. Right.
- 6 Q. The one we talked about a minute ago. You say to
 7 Sir Anthony here:
- 8 "My sense of this document [regarding the
 9 resolution] was that Mr James was the beneficiary of
 10 Broadsheet and had decided to reconstruct the company
 11 in another jurisdiction because the Isle of Man company
 12 had been made primarily for the NAB contract which had
 13 finished."
- 14 So when you say, "This is my sense", did somebody tell
 15 you that, or that was just what you figured out on your
 16 own?
- 17 A. Because I was communicating with James, I was
 18 communicating with Tariq Eawad and based on several
 19 conversations which I was having with them and I was
 20 putting questions to them, I was asking them specific
 21 questions, so my sense was based on that.
- 22 Q. Okay. And you mentioned the certificate of good
 23 standing of Steeplechase Financial Services, correct?
- 24 A. Right, correct.
- 25 Q. If you go to H2 L07. Do you see that?

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- 1 Q. It doesn't address any other criteria, does it?
- 2 A. Right.
- 3 Q. So you had in front of you a notary public stamp simply
 4 saying Mr James signed that document, correct?
- 5 A. Right.
- 6 Q. That is all it said?
- 7 A. Right.
- 8 Q. So what comfort did you get, forget about communications
 9 with your client, what comfort did you get from this
 10 notarisation of it, it is really saying is Mr James
 11 signed it?
- 12 A. Comfort means what I mean for the notarisation? The
 13 notarisation was clear and it was signed by a notary
 14 public who was well recognised. There was a commission
 15 expiry date, there was a notary public signature. So
 16 that strengthened our belief in the assignment deed.
- 17 Q. How did you know this was an accepted notary? You just
 18 were taking Mr James's word for it?
- 19 A. We were looking at the document, and the document
 20 looked genuine to us.
- 21 Q. It looked genuine. Okay. And that means that in fact
 22 Mr James had signed twice the assignment, that is what
 23 it increased, correct?
- 24 A. Right.
- 25 Q. Let's move ahead, then, on these subjects. In your
- 1 A. Yes.
- 2 Q. And that is what you are referring to in your witness
 3 statement?
- 4 A. Right.
- 5 Q. And that is from the State of Colorado for Steeplechase
 6 Financial Services and it says it was formed or
 7 registered on 27 December 2004, do you remember seeing
 8 that date when you received that?
- 9 A. Right.
- 10 Q. And when was the assignment?
- 11 A. The assignment was in 2005.
- 12 Q. A week later, correct? You can look at 2139?
- 13 A. Right.
- 14 Q. That is the assignment, compared to this document.
- 15 A. Right.
- 16 Q. So, Mr James is creating a company called Steeplechase
 17 Financial Services, two days after the Christmas
 18 holiday, December 27, 2004?
- 19 A. Can I go back to the assignment?
- 20 Q. Please. You can look at both.
- 21 A. Yes.
- 22 Q. And then the assignment to this company, it is on
 23 4 January right after the new year holiday, correct?
- 24 A. Right.
- 25 Q. And the fact that this company that he is assigning all

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1 The rights under the contract 16 had only been created
 2 a few days earlier; that didn't send off any alarms to
 3 you?
 4 A. No.
 5 Q. That was just normal business so far as you were
 6 concerned?
 7 A. Yes people do that quite often.
 8 Q. People in a highly sensitive, high-profile situation
 9 that has to be approved by the Prime Minister?
 10 A. No, not those people, but entities, whenever they are
 11 reconstituting their business they carry out said
 12 documentation, they create entities.
 13 Q. I understand that. That is in the normal course. But
 14 you have already testified to Sir Anthony this was
 15 a high visibility, sensitive transaction you are working
 16 on. So I will repeat the question. Steeplechase is the
 17 assignee and it is created a couple of days before this
 18 assignment, that didn't cause you any alarm as the
 19 transaction lawyer?
 20 A. No.
 21 Q. And it is Mr James handing it to Mr James, that didn't
 22 cause you any concern?
 23 A. Again, it was a special purpose vehicle company, we
 24 sensed that from documentation and parties on create
 25 special purpose vehicle companies to reconstitute.

1 April, he had two or three emails with me on that very
 2 day, and he chose not to inform me that there has been
 3 a dissolution or that he has a future interest in this
 4 matter or even did her brother to send me a note or
 5 a caution or any letter relating to that, that the
 6 Isle of Man company has been dissolved, and you are
 7 talking to the wrong person.
 8 So -- and Mr Tisdale also did not call me on that.
 9 Mr Tanq Nawaz did not tell me. So, as far as we were
 10 concerned, we saw this, that the dissolution of
 11 2 April 2007 was never communicated.
 12 Q. That doesn't quite answer my question. I know you are
 13 blaming Dr Pepper for your lack of knowledge but your
 14 witness statement --
 15 A. I'm just stating the facts.
 16 Q. Sir, you just blamed Dr Pepper for not informing you.
 17 I have a different question based on your testimony.
 18 You are speaking for NAB, not, not for yourself. And
 19 I want to know the basis for you saying in your
 20 testimony that NAB had not been informed. Not what
 21 Dr Pepper had not told you --
 22 A. This is my impression --
 23 THE ARBITRATOR: Just a moment. Wait for the question to
 24 finish. The question is, on what basis do you say that
 25 NAB had not been informed that the company had been

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1 re-establish them in various jurisdictions. As long as
 2 the documentation is there.
 3 Q. In your witness statement at paragraph 63, I am going to
 4 come back to some other things in just a minute, but
 5 referring to the April timeframe, you say:
 6 "Even at this late stage, neither NAB nor I were
 7 informed by James, Mark Pepper, Tisdale, Motasavi, or
 8 anyone else that Broadsheet had been dissolved as
 9 a legal entity on 2 April 2007 and that it had ceased to
 10 exist."
 11 What is the basis of your saying "neither NAB", what
 12 is that based on? Paragraph 63 of your first witness
 13 statement.
 14 A. Right.
 15 Q. You say, "Neither NAB nor I". I understand the part,
 16 we have already talked about that. What is the basis
 17 for representing in your witness statement that NAB had
 18 not been informed about the dissolution/liquidation
 19 proceedings?
 20 A. Because that was my understanding at that point in time,
 21 that if NAB had known this very clearly, they would have
 22 definitely alerted me on that, or we would have
 23 discussed it. So, clearly was of the view that no one
 24 had told this to us about dissolution on 2 April 2007,
 25 particularly when Dr Pepper was communicating with me on

1 dissolved?
 2 A. Because that was my impression either, I was meeting with
 3 the officials of NAB, no one told they received any
 4 notice from Isle of Man of dissolution or even
 5 thereafter. Neither there was any notice from the court
 6 or the liquidator that you have been or you -- that we
 7 have dissolved this company or something like that. We
 8 never received it.
 9 THE ARBITRATOR: I see.
 10 MR NEWBERGER: But you knew as of April, from Mr James that
 11 there was a liquidation proceeding, correct?
 12 A. April 2008 sorry, February 2008.
 13 Q. Right, this says April 2008 in your witness statement.
 14 A. It is 2007.
 15 Q. Excuse me.
 16 A. It is 2 April 2007.
 17 Q. No, excuse me, sir, look --
 18 A. While in paragraph 63, paragraph 63
 19 Q. I will let you do this. Start at 60 and go to 63 and
 20 I think that will confirm that in your witness statement
 21 you are talking about April 2008.
 22 A. You were reading 63 earlier. Let me take a look.
 23 Q. Please, take your time.
 24 A. 60
 25 Q. Read 60 right through 63 to clarify that point.

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1 A. (Pause). So what is the question now, sorry?
 2 Q. Okay. Based on your testimony in this witness
 3 statement, in paragraph 10, you say:
 4 "Even at this late stage..."
 5 And I had asked you earlier, and I will ask you to
 6 confirm this, when you say "Even at this late stage",
 7 you are talking about April 2008, correct?
 8 A. Right.
 9 Q. Right. And that is why I asked you, what is the basis
 10 for you saying that NAB had not been informed by this
 11 point?
 12 A. NAB had not been informed by this point.
 13 Q. You knew that, or you assumed that?
 14 A. That was my impression.
 15 Q. Your impression. Was it based on something you were
 16 told, any information, or was it simply something you
 17 assumed?
 18 A. If there had been any notice of dissolution received or
 19 any formal intimation from anywhere, they would
 20 certainly have communicated that to me.
 21 Q. But you stated just this morning, and we have it at
 22 length, that when Mr James, in February 2008, two months
 23 earlier, had informed you of the liquidation
 24 proceedings, the winding up, you had brought this to
 25 NAB's attention and this had created at least a concern.

1 So when I say in paragraph 63 that dissolution,
 2 wasn't informed to us, so that is what I mean, is
 3 something different than the issue whether it has been
 4 dissolved since 2 April 2007 wasn't informed, we weren't
 5 informed about that.
 6 THE ARBITRATOR: I may be wrong. I think the important
 7 thing was that you had been told that the company was
 8 being wound up. You hadn't been told it was in the
 9 Isle of Man, but you knew it was an Isle of Man company.
 10 A. Right.
 11 THE ARBITRATOR: I am not really sure it matters either
 12 whether you were told it was dissolved. That might give
 13 rise to legal arguments.
 14 A. Right.
 15 THE ARBITRATOR: But if you were not impressed by the fact
 16 that it was being wound up, I'm not sure you would have
 17 been any more impressed by the fact that it had already
 18 been wound up and dissolved.
 19 A. Right.
 20 MR NEWBERGER: Believe we get to the settlement agreement
 21 itself, which we are going to get to in just a moment.
 22 A. Right.
 23 Q. There were some emails. I call it a flurry of emails
 24 in February 2008, between you and Mr James, correct?
 25 A. Right.

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1 That needs to be resolved, correct?
 2 A. But -
 3 Q. Step. Is that correct?
 4 THE ARBITRATOR: Is that correct?
 5 A. I am Inst.
 6 THE ARBITRATOR: Wait for the question to end.
 7 MR NEWBERGER: My question is you have testified already,
 8 and it is in your written testimony and your oral
 9 testimony today, that by February 2008 Mr James told you
 10 about the liquidation, he told you about winding up, you
 11 had raised this with NAB, had the discussions with them,
 12 you elected to proceed to try to get the transaction
 13 done.
 14 In April 2008 you are saying neither NAB nor you
 15 knew about what is going on in the Isle of Man, correct?
 16 This is what your witness statement says.
 17 A. Yes. Correct.
 18 Q. Okay. What is the basis for that, if you said you
 19 already knew for two months?
 20 A. Okay, for the clarity. As I said, when he was
 21 communicating with me about winding up, he did not say
 22 it is pending in the Isle of Man, he did not say it has
 23 been wound up or it has been dissolved already. He never
 24 said it's the winding up proceedings pending in
 25 a general sense.

1 Let's go look at them. Let's go to 229B, 229B and
 2 229B. I would like to look at all three of them at the
 3 same time.
 4 THE ARBITRATOR: Have you got these three documents?
 5 A. Yes.
 6 MR NEWBERGER: If you need to take a look at them again
 7 please refresh your memory.
 8 A. What is your question, so I can
 9 Q. I haven't asked a question yet. I was just going to have
 10 you look at them and then I am going to ask you a series
 11 of questions.
 12 There are three emails exchanged. I believe all on
 13 the same date, and within about two hours. So I am
 14 going to ask you about them. But take a minute to look
 15 at all three. We have already talked about one of them.
 16 A. Okay.
 17 Q. Okay. Do you remember having this email exchange, when
 18 I say exchange, you were sending emails to [redacted] James?
 19 A. That's right.
 20 Q. Let's start with 229B. Do you see that one?
 21 A. 229B.
 22 Q. This is from you to James and Malu,
 23 Saturday February 16 2008, 3.20 pm, do you see that?
 24 A. Right.
 25 Q. The time is very important. I'm going to ask you to keep

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1 That in mind.
 2 A. It is 3.21 pm.
 3 Q. I am looking at 2298B. Look in the upper right-hand
 4 corner 2298B, as in boy?
 5 A. Yes.
 6 Q. That is the one I want you to look at first.
 7 A. All right.
 8 Q. What is the time that you send this email?
 9 A. It is 3.28.
 10 Q. Thank you. 3.28 pm. And this is from you to Mr James,
 11 regarding the settlement, correct?
 12 A. Right.
 13 Q. And you say:
 14 "Thank you for your email and the attachments which
 15 I could not open, however the same were faxed to me by
 16 Mr Tariq Fawad from Dubai."
 17 Is that the assignment we were talking about and the
 18 resolutions?
 19 A. I believe so.
 20 Q. Okay. In the next paragraph you say:
 21 "As I mentioned to you and to Mr Tariq Fawad
 22 separately on telephone, the approvals have been given
 23 for the payment to BS. However, certain procedural
 24 steps will take some time but around a week or two. In
 25 this background, I request that the deadline that you

1 National Accountability Bureau had recommended the same.
 2 But since the Prime Minister's office has specifically
 3 asked to obtain the contract is necessary to put across
 4 the said request you can you?"
 5 Do you recall sending that one?
 6 A. Right.
 7 Q. So basically the first one we looked at, 2298B, says
 8 approval has been given. There's nothing in that email
 9 about the Prime Minister trying to negotiate a newer
 10 price, is there?
 11 A. Right.
 12 Q. You just talk about procedural steps. Two minutes later
 13 you say well, wait a minute, the Prime Minister says we
 14 have to negotiate a little more on the price, sorry.
 15 A. Right.
 16 Q. What was your reaction to that, by the way?
 17 A. We were getting telephonic -- I was in touch with the
 18 NAB officials and they were updating me about the
 19 various steps that the approval was going through.
 20 Because we were facing a lot of telephone calls from
 21 Mr Jerry James and Mr Tariq who was insisting us trying
 22 to find out what has happened and tell us about the
 23 status, we are getting impatient, we will withdraw, and
 24 so on and so forth.
 25 So I believe what may have happened is that I may

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1 have mentioned should be pushed further so that the
 2 necessary processing can be done?
 3 And this is basically trying to put off any
 4 arbitration demand, correct, under the contract?
 5 A. Right.
 6 Q. So you are asking for a little more time to him not to
 7 formalise a notice of arbitration?
 8 A. Right.
 9 Q. Now let's go to 2298A as in Alan. What time was that
 10 sent on Saturday February 14?
 11 A. 3.30.
 12 Q. So one minute later, correct? So we have one email sent
 13 at 3.26 -- excuse me two minutes. I misspoke.
 14 A. Yes.
 15 Q. Two minutes later, at 3.30, you send the second email?
 16 "While the Prime Minister has approved the payment
 17 to BS there was a specific direction from the PM
 18 Secretariat .. special committee .. that a further
 19 discount be obtained from both you and the other
 20 contractor
 21 . In compliance with the Prime Minister's directive
 22 I am under instructions from the chairman of NAB to ask
 23 for a further discount
 24 "I do recognise that whatever was decided in London
 25 was the Final conclusive figure and

1 have received a call from NAB saying to me that approval
 2 has been granted, and then I drafted one email and sent
 3 it out. And then another call coming, explaining that
 4 approval has been granted but the Prime Minister may
 5 have requested a special committee for a discount.
 6 So then, to comply with that instruction, I drafted
 7 the second email as well. So because there were
 8 constant -- I was in my Lahore office probably on that
 9 day, when this conversation was going on. So I just
 10 documented what I was instructed to document.
 11 Q. Okay. Fair enough. Now let's go to the third email you
 12 sent. And what is the time on the one we have looked at
 13 already, 2298B?
 14 A. Yes, 3.33.
 15 Q. So one minute later, this is the third email you are
 16 sending to Mr James, okay?
 17 A. Right.
 18 Q. And this is the due diligence note?
 19 A. Right.
 20 Q. And we have discussed this already. And we talked about
 21 in 137, you already said you did not get a response to
 22 any of those 137 due diligence questions, right?
 23 A. Right.
 24 Q. Remember that? I'm just kind of curious here. You
 25 start out with an email that says it is approved then.

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1 two minutes after you send an email saying the boss
 2 wants us to squeeze a better price and then one minute
 3 later, you are sending a bunch of due diligence
 4 enquiries to which you have already testified you never
 5 got responses?

6 A. Right.

7 Q. Well, did anybody at NAB know you were sending this due
 8 diligence list?

9 A. Yes, actually, simultaneously a few things were going
 10 on. One was about the approval status and we were not
 11 sure whether the approval will be granted, how long will
 12 it take, and we were not raising -- we were not pressing
 13 Jerry James to provide us this documentation in the
 14 later part of 2007 or the early part, because he was
 15 saying unless you get me some approvals I cannot give
 16 you details of my company or other things, whenever
 17 I need the payment to be given.

18 So we were looking at two or three things at the
 19 same time. So, on one hand somebody was following up
 20 with the approval with the federal government in NAB,
 21 and he was communicating with me, and then somebody was
 22 also looking at due diligence aspects and communicating
 23 with me on those issues as well.

24 And since we had this conversation, and then because
 25 of that, there is a quick flurry of these various emails

1 It requires this to be done.

2 THE ARBITRATOR: I think I ought to say this having seen
 3 those three messages were sent within three minutes
 4 of each other. I would find it difficult not to say that
 5 all three were drafted before they were sent, and then
 6 they were sent out one after the other on the machine.

7 A. Yes yes.

8 THE ARBITRATOR: So on that basis, each of these was drafted
 9 before any of them were sent?

10 A. That is correct. That is correct. In a way, because if
 11 you -- let me clarify

12 THE ARBITRATOR: If you accept that, then we can go on. And
 13 the question you are being asked -- perhaps you would
 14 repeat it Mr Newberger.

15 MR NEWBERGER: Well --

16 THE ARBITRATOR: Unless you want me to believe otherwise,
 17 I would say they were all three drafted before even the
 18 feature was sent.

19 A. That's correct, and my associate -- I was discussing to
 20 him, so once he got one out second and then a draft.

21 THE ARBITRATOR: No, I don't even accept that because --

22 A. No --

23 THE ARBITRATOR: -- it would take you more than two minutes.

24 A. No, certainly. It wasn't drafted within those two
 25 minutes

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1 going out of my office

2 Q. It's a high profile, using your words, matter that is
 3 apparently being seriously discussed in the
 4 Prime Minister's office, and a special committee he has
 5 set up for this purpose, isn't -- wasn't it just
 6 a little unusual to you that the approval comes first,
 7 then the negotiation of the price -- excuse me, let me
 8 finish the question -- and then the request for due
 9 diligence, isn't that backwards?

10 A. No, no, I think what was happening was that first the
 11 approval was issued from overseas wing, I was receiving
 12 various telephone calls, from various officers. Some
 13 officer was handling, for example, the process and
 14 follow-up of the file up to the Prime Minister's
 15 Secretariat. She was simply informing me we have the
 16 file, and it is on the way to our table, the approval
 17 has been granted. I think they were pushing me to
 18 inform Jerry James, so that he is threatening to
 19 withdraw from the figure, he is threatening that he will
 20 go into arbitration, or whatever are the things. So
 21 they wanted to inform him, as soon as possible, that
 22 approval has been granted.

23 Then I receive another call from another officer
 24 saying that approval has been granted but we have now
 25 looked at the file, which has come back to our desk and

1 THE ARBITRATOR: No

2 A. It was drafted first, right.

3 THE ARBITRATOR: All three were prepared before the first
 4 was sent.

5 A. Yes.

6 THE ARBITRATOR: Right, let's go on from there.

7 MR NEWBERGER: My question to you was: In such a high
 8 profile matter where the Prime Minister himself and
 9 a special committee are involved in this, I will just
 10 leave it at that, how was it that there was an approval
 11 of the settlement, then a negotiation of the settlement,
 12 and then a due diligence? Isn't that the reverse order
 13 of how you would handle that in a transaction? First,
 14 due diligence to make sure we have the right people for
 15 the deal. Then we negotiate the price, then we have
 16 approval of the Prime Minister himself. Isn't that the
 17 normal course of a transaction like this?

18 A. This course, we were all convinced we are talking to the
 19 right person. And that was Jerry James. He was
 20 a known force behind it. He had interacted with
 21 chairman. His correspondence was on record. So we are
 22 all convinced we are talking to the right individual.

23 Now, because we had to take various permission from
 24 various government departments, Jerry James was
 25 reluctant to give us details about his own company and

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1 others saying that "I'm not too sure if you will be
2 able to get the approvals."
3 So the process for approvals was a long drawn out
4 process itself in which we had to extend the deadline
5 several times and the matter had to be processed at
6 different levels altogether.
7 So, once we also came to a conclusion that the
8 matter had been approved, only then we reverted to
9 Mr Jetty that now we have the approvals in our hands,
10 provide us the documentation, us give us more details.
11 THE ARBITRATOR: Let me try the same question but putting
12 it the other way round.
13 In these three documents, three letters, you say the
14 Prime Minister has approved the matter and then you say
15 what I can understand in the second one although he has
16 approved it, we would like a discount, if we can get it.
17 Mr James doesn't seem to be the sort of person who would
18 easily give a discount, but that is another matter.
19 But on the basis you were saying it had been
20 approved before you had asked the questions about the
21 assignment. That is in the letter, the first one?
22 A. Yes.
23 THE ARBITRATOR: Well, how could the -- you say that the
24 Prime Minister had approved payment, meaning that the
25 bargain was accepted --

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1 completely different.
2 THE ARBITRATOR: Thank you.
3 MR NEWBERGER: And Mr James responded to these emails by
4 a fax sent to you on February 18. This is at H2299.
5 correct?
6 A. H2299
7 Q. 2299, February 18, 2008. From James to you, Treasury,
8 the fax cover sheet says February 19 when it was sent.
9 The date of his note is February 19. I apologize. I am
10 not trying to confuse you on that.
11 A. Right. Can you go to the next page?
12 Q. Yes. I'm saying start with the cover sheet and then the
13 actual body of his note to you. In response to your
14 emails.
15 "Payment is the only issue that remains. You have
16 acknowledged that the Prime Minister had approved the
17 payment to Broadsheet."
18 He doesn't say Steeplechase there, does he, he says
19 Broadsheet?
20 A. Right.
21 Q. He doesn't say which Broadsheet, but he says Broadsheet?
22 A. Right.
23 Q. By the way, did you understand this to be Broadsheet
24 Colorado at this point?
25 A. No.

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1 A. Right.
2 THE ARBITRATOR: -- before you had even asked these
3 questions, let alone received an answer.
4 A. I think they were acting on the basis of the minutes of
5 the meeting of the previous year, in which the settlement
6 was arrived at. And based on that, we had to wait for
7 the approval of the payment to Mr Jerry James as well.
8 So it was pursuant to that minutes of meeting that the
9 fee may have been moved. I am not privy to that
10 process myself because I wasn't dealing with that, but
11 I was just being informed by the officials in NAB about
12 the status of approvals and the files, wherever they are
13 travelling.
14 THE ARBITRATOR: This is purely speculative, but was it
15 a question of obtaining approval to make the payment to
16 someone and then needing to know about the assignment so
17 that you could work out who the payment should be made
18 to?
19 A. No, no.
20 THE ARBITRATOR: It wasn't that.
21 A. It wasn't like that at all.
22 THE ARBITRATOR: All right, forget it.
23 A. The step was that they were talking to Jerry James, who
24 was there for a while, and then the approval was granted
25 on a separate conveyancer belt altogether, which was

1 Q. Which Broadsheet did you think it was?
2 A. No, we -- we were of the opinion that this is a broad
3 agreement that has been done and I don't know the exact
4 wording of the agreement that the Prime Minister
5 approved. So it was in general sense that I referred to
6 Broadsheet here.
7 THE ARBITRATOR: You are not referring to -- this is
8 Mr James's letter.
9 A. Yes, this is Mr James's letter.
10 MR NEWBERGER: Mr James is saying to you, in response to all
11 of your emails in a three-minute period.
12 A. Right.
13 Q.
14 "You have acknowledged that the Prime Minister had
15 approved of the payment to Broadsheet."
16 A. Right.
17 Q. So my question to you is, when you received Mr James's
18 letter of that date, which Broadsheet did you understand
19 he was referring to, for purposes of payment?
20 A. In my view, he was referring to Broadsheet which is
21 Isle of Man, which had already given the assignment, and
22 assigned as matter in Steeplechase.
23 Q. So your recollection was you thought that was Broadsheet
24 Isle of Man which had assigned the rights under the
25 contract to Steeplechase Financial; that was your

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1 Under-standing back then?
 2 A. Right, right.
 3 Q. Okay. Then we have H2300. By the way, I'm sorry,
 4 before we leave that document. The stationery that
 5 Mr James is writing on, this is Broadsheet Colorado,
 6 correct?
 7 A. Right.
 8 Q. Denver Colorado?
 9 A. Right.
 10 Q. So when he says Broadsheet you just assumed you
 11 assumed it was Broadsheet Isle of Man assigning to
 12 Steeplechase Financial?
 13 A. Right.
 14 Q. But he is writing to you on Broadsheet Colorado
 15 stationery that had no impact on your understanding?
 16 A. No, we thought he was using the stationery for a while
 17 now.
 18 Q. Okay, okay.
 19 THE ARBITRATOR: I think actually the heading has four
 20 offices.
 21 MR NEWBERGER: Yes.
 22 THE ARBITRATOR: Including, Isle of Man.
 23 MR NEWBERGER: But the address is Denver, Colorado, like
 24 stationery lists, what a law firm has for example 100
 25 offices. This particular is on the bottom. If you go

1 A. Right.
 2 Q. So when you got this letter on February 22, was it still
 3 your understanding that -- let me ask you this: what was
 4 your understanding about which party was going to get
 5 paid?
 6 A. Okay, our understanding was because while we were
 7 looking at it, we were also discussing the drafting of
 8 the agreement itself. So our understanding was that
 9 Steeplechase and government will enter into an
 10 agreement, because by virtue of the assignment.
 11 But the payment will be within that agreement,
 12 designated to go to Broadsheet Colorado.
 13 Q. Okay. Let's move on, then. You respond, you get an
 14 email, this is H2303A, as in Alan. And there is an
 15 email from you to Mr James and Mr Malik about the
 16 settlement, March 8, 2008. And you say:
 17 "We have received communication from NAB. They are
 18 referring to the minutes of the meeting and want that
 19 proof of expenses incurred up to US \$1.5 million be
 20 provided so that the matter can be processed further."
 21 The documents received from Mr Tariq Malik have
 22 been forwarded to NAB.
 23 That was the resolution and the assignment and all
 24 that stuff, right?
 25 A. There was some other packet as well, which had

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1 below "Broadsheet" it has "Denver, Colorado" address.
 2 Q. Right.
 3 MR LEVY: It actually has Trurover as well.
 4 MR NEWBERGER: Counsel, I appreciate your intervention --
 5 THE ARBITRATOR: Uh, no, let's go on.
 6 MR NEWBERGER: So two days later, on February 22 -- this is
 7 H2300 -- you get another strong letter from Mr James,
 8 correct?
 9 A. Right.
 10 Q. :
 11 "Grow weary of this back and forth.
 12 'The legal issues are clearly in place.'
 13 We discussed this earlier, this is his response to
 14 your due diligence letter, one email, correct?
 15 A. Right.
 16 Q. And he makes representations to you.
 17 "Steeplechase is the only entity which is currently
 18 involved in the settlement with you..."
 19 Et cetera, et cetera. We talked about this already.
 20 He also sends you a resolution about Broadsheet
 21 Colorado.
 22 A. Right.
 23 Q. Remember we talked about the resolution which is not
 24 dated, talking about reconstituting and re-structuring the
 25 corporate form?

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1 probably -- he had sent some documents which was
 2 forwarded to them.
 3 Q. What documents were those, sir?
 4 A. There were a few documents, because we were asking them
 5 to provide details of some information, and had sent
 6 those documents and we had passed it on to --
 7 Q. Well, so far we have looked at what was actually in the
 8 fax to you. There is the assignment, there is the
 9 resolution for Tariq Malik, there is the notary,
 10 what other documents are you referring to?
 11 A. Since we were discussing with them, "Provide us some
 12 evidence of the work that you have done". And they said
 13 we will bring all those documents to London, when we
 14 come for the settlement week itself. But in the
 15 meanwhile they provided, I think, a set of few documents
 16 which we passed on to National Accountability Bureau.
 17 Q. I'm sorry, I don't mean to interrupt.
 18 A. I don't remember them now. We simply passed them on to
 19 NAB, which was some photocopies of powers of attorney
 20 and photocopies of RLAs and things like that.
 21 Q. Were those documents from the underlying work under the
 22 contract, or were these documents relating to all these
 23 various entities that have due assignments and
 24 reconstituted -- which category of documents are we
 25 talking about here, when you say "other documents"?

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1 A. Relating to the work yes, sir.
 2 Q. The underlying work during the contact?
 3 A. Yes.
 4 Q. But nothing with regard to the issue we have been
 5 talking about now?
 6 A. I think one of the documents was about the Colorado --
 7 Broadsheet Colorado Incorporated. A filing document.
 8 Q. So basically something that just proved it was
 9 a Colorado company, is that right?
 10 A. Right.
 11 Q. Okay. Other than that one document, with regard to the
 12 parties to the agreement that you were handling, were
 13 there any other pieces of paper that --
 14 A. I don't remember that.
 15 Q. You don't recall any?
 16 A. No.
 17 Q. I can represent to you there is none in the file
 18 produced by NAB.
 19 A. Right.
 20 Q. Do you have any reason to believe there were other
 21 documents?
 22 A. I don't think so.
 23 THE ARBITRATOR: I am going to suggest we have a break in
 24 argument.
 25 MR. NEWBERGER: Yes, sir.

1 agreement being a contingency liability.
 2 Now, can you explain that?
 3 A. Yes, sir. Obviously when James and Tariq talked to me
 4 about -- they said we are entitled to 20% of the
 5 proceeds which have come out and so on and so forth. So
 6 when I sat and discussed with them, What exactly have
 7 you done to get that 20%? They were notable -- they
 8 were not convincing. And they said, "We have applied
 9 here, we have applied such place and we have
 10 applied --."
 11 We said what you have applied is simply something
 12 which the state does in its normal course which is
 13 mutual legal assistance framework.
 14 THE ARBITRATOR: Yes.
 15 A. You do not have any resources beyond that. They
 16 conceded to that, yes, we have been applying in our --
 17 so then I said the only way is that the government can
 18 consider if you have actually incurred expenses as
 19 a courtesy for the settlement. I can talk this matter,
 20 if you can give me some details of that. If you have
 21 incurred office rent, hiring people or some sort of --
 22 THE ARBITRATOR: So, as a basis for settlement you had
 23 proposed compensating Broadsheet on this other basis?
 24 A. Yes, and they had agreed to that.
 25 THE ARBITRATOR: Yes. And was that in connection with the

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1 THE ARBITRATOR: But while we are on this document, which is
 2 number 2303A, it's your letter, if you look at March 8,
 3 you wanted proof of expenses incurred up to \$1.5 million
 4 US, so the matter can -- now, on what basis under the
 5 ARA did -- was -- did you, as you said it -- was
 6 Broadsheet entitled to compensated for expenses it had
 7 incurred?
 8 A. The documents that I looked at and the discussion that
 9 I have had with Jerry James and Tariq Fawad, my view was
 10 you are not entitled to any compensation based on the
 11 work that you have done, because the work doesn't seem
 12 to bring out any results, and it is simply you are
 13 representing RLAs does -- you do not have resources to
 14 retrieve assets that you proclaimed, you are trying to
 15 step into the shoes of the state activity, which is
 16 mutual legal assistance framework and you are
 17 not representing --
 18 THE ARBITRATOR: Just to interrupt you there. The
 19 impression we have all had, I think, is that the
 20 compensation for Broadsheet under the agreement was to
 21 be a percentage of recoveries. But here, this is why
 22 I ask my question, you seem to have approached the
 23 matter on the basis that the government would compensate
 24 or pay Broadsheet the amount of expenses it had
 25 incurred, and that is quite inconsistent with the

1 Sharif settlement?
 2 A. As well.
 3 THE ARBITRATOR: Yes. Because Mr. James, in the letter we
 4 just saw, I think it is 2303, makes express reference to
 5 the Sharif settlement.
 6 A. Right.
 7 THE ARBITRATOR: So, <that> the way in which this figure had
 8 been arrived at, the government was prepared to concede,
 9 as a negotiating offer, that it would compensate
 10 Broadsheet for expenses it had incurred in relation to
 11 settlements, including the Sharif settlement, and on
 12 that basis the figure of \$1.5 million was arrived at, is
 13 that right?
 14 A. It is -- I may explain, briefly.
 15 THE ARBITRATOR: Yes, please do.
 16 A. They were obviously initially demanding a percentage and
 17 when I engaged with them and discussed --
 18 THE ARBITRATOR: Percentage of what?
 19 A. Percentage of the assets retrieved or assets negotiated
 20 with the NAB, whatever.
 21 THE ARBITRATOR: With Sharif and others?
 22 A. With Sharif and others, including Sharif.
 23 THE ARBITRATOR: Yes.
 24 A. So when I looked at these documents, my view, and I told
 25 Jerry and I told Tariq as well, was it is not convincing

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1 10 me. And I mean, these people have approached NAB for
 2 other reasons, not because you have put pressure on them
 3 or whatever.

4 THE ARBITRATOR: Yes.

5 A. And you cannot, you are not entitled to this. But then the
 6 question was, what should be the basis, because the
 7 instructions, policy instructions from NAB was to
 8 resolve this issue from both, with IAR and Broadsheet as
 9 well.

10 THE ARBITRATOR: Yes.

11 A. So our view was that we cannot argue that you are
 12 entitled to a claim, because we believe you are not
 13 entitled to a claim and the documentation I saw was not
 14 entitling them to a claim. So therefore the only basis
 15 left was to argue that you accept this as expenses, but
 16 provide us some information, some documentation so that
 17 to whom, they accepted that.

18 THE ARBITRATOR: Yes, I see. And there is just one other
 19 question, which I will ask as well. I get the
 20 impression from these documents that we have seen that
 21 Mr James was putting pressure on NAB and the government
 22 by threatening arbitration proceedings. That is
 23 explicit. I get the impression that was pretty powerful
 24 pressure. You were very anxious to avoid arbitration
 25 proceedings; is that a correct impression?

1 then we had problems. The problem was with NAB how to
 2 get the approvals for this, then approval may not have
 3 come together.

4 THE ARBITRATOR: Yes.

5 A. And then he was also threatening, and Jerry James was
 6 saying and I was receiving calls from Tariq Sawaib as
 7 well, that they were planning legal action, they were
 8 also communicating with NAB at the same time, so it was
 9 a pressure environment.

10 THE ARBITRATOR: That is very clear. Thank you very much.
 11 We will break now for five minutes. We will resume at
 12 2.25
 13 (3.20 pm)

14 (A short break)

15 (3.25 pm)
 16 MR NEWBERRY: Mr Sardar, before we leave the document and
 17 get to the actuality settlement, the email exchange of
 18 March 8 and 9 which is 2303A, as in A21, we had some
 19 discussions about that and so did Sir Anthony
 20 -
 21 I just had one more question about that document, so
 22 if you have it in front of you, on the top, there's
 23 a note from Mr Malik to you, replied to Mr James:
 24 "Dear Mr James [he is talking about you], kindly use
 25 James@steeplechaseadvisors.com."

Is that the same Steeplechase you are talking about?

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1 A. Absolutely correct.

2 THE ARBITRATOR: Yes. Why were you so anxious to avoid
 3 arbitration proceedings, if you thought there was no
 4 legal basis for his claim?

5 A. We thought it would be an issue relating to... In any
 6 case you have to incur costs of arbitration. It will be
 7 a lengthy process.

6 THE ARBITRATOR: Yes.

9 A. And it could be -- it could go either way, and so
 10 therefore the idea was to try and resolve this issue
 11 together.

12 THE ARBITRATOR: Yes, I see.

13 A. The pressure was immense. Pressure was for two or three
 14 reasons. I mentioned this morning as well. We had
 15 already paid IAR. IAR had been paid in January, and
 16 Mr Jerry James found out about that, that IAR has been
 17 paid, so he was extremely annoyed that we had paid
 18 Dr Pepper and others, "I am the general man, I am the
 19 person behind the show, I am doing all this. Tonight
 20 him in", and so on and so forth. So he was getting
 21 terribly annoyed on that account.

22 Then the question was he was threatening to withdraw
 23 from this figure that he settled in London. He
 24 withdraws from this figure, even if he asks for the same
 25 figure that IAR had asked for, which was 3.25, whatever,

1 in the assignment?

2 A. I believe so. I'm not... I believe.

3 Q. Because the assignment was with Steeplechase Financial
 4 Services, correct?

5 A. I don't... recollect in terms of what exactly this means.

6 Q. Well, I am just trying to --

7 A. Done.

8 Q. I am trying to get your understanding, was there more
 9 than one Steeplechase that Mr James had in March 2008?

10 A. I don't think so, I think it was an address designation,
 11 perhaps.

12 Q. So your understanding is that Steeplechase Advisors was
 13 the same Steeplechase Financial Services in the
 14 assignment?

15 A. This is the email address.

16 Q. I understand that. My question to you is what you
 17 understood at the time.

18 A. I don't... recollect giving thought to it. I mean, it is
 19 just an email address of Mr Jerry James, and that is
 20 all that.

21 Q. Okay. That didn't -- when Mr Malik sent this to you, in
 22 the middle of all this, you said there was a lot of
 23 pressure, you said something like that, the fact that
 24 there is now something called Steeplechase Advisors, as
 25 opposed to the Steeplechase in the assignment.

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- 1 Steeplechase Financial Services, that didn't cause you
 2 any alarm, you didn't even notice it?
 3 A. This is sent to - email addresses that normally people
 4 use and they add another word to the main firm's thing
 5 to do that, so I didn't pay much attention to it.
 6 Q. Are you aware that there has been evidence in this case
 7 that Steeplechase Advisors had been paid out of an
 8 Isle of Man bank account of Broadstreet Isle of Man
 9 several years earlier?
 10 A. No.
 11 Q. Okay. That is news to you? Okay. Well, let's turn to
 12 the settlement 2341.82341.
 13 Sir Anthony, I know we have several versions of the
 14 settlement agreement.
 15 THE ARBITRATOR: Right.
 16 MR NEWBINGER: I am actually going to use 2344, if I may.
 17 THE ARBITRATOR: Okay, so we will go to 2344, okay.
 18 MR NEWBINGER: Now, you and your office drafted this
 19 settlement agreement, correct?
 20 A. Right.
 21 Q. Let's take a look at it. We are going to go through
 22 this carefully. In the first paragraph, it talks about
 23 the National Accountability Bureau and actually has
 24 their address in Islamabad, correct?
 25 A. Right.
- 1 would that be fair?
 2 A. Right, right.
 3 Q. Okay. But we have in front of us the signed and
 4 executed settlement agreement.
 5 A. Right.
 6 Q. So I will go back to my question. Why is it you have
 7 the address for NAB and you don't have an address for
 8 Broadstreet LLC?
 9 A. As I said, the documentation was to be brought in London
 10 and if there was a change of address based on that
 11 documentation and other documents like the certificate
 12 of incorporation, that would be added there.
 13 Q. But it wasn't added, was it?
 14 A. No, it wasn't.
 15 Q. So I come back to my same question. You say he was
 16 supposed to bring the documents, to fill in the blanks,
 17 call it that. That would be dealt with at the closing,
 18 when they signed. It is signed. There is even an
 19 addendum that is your note to him, about some of the
 20 mechanics for payment, so you were involved or least for
 21 some part of this. At that point, as it were, isn't
 22 that an address for Broadstreet LLC?
 23 A. No, I wasn't involved in the London proceedings, and
 24 neither - I do not know why my letter was used as an
 25 addendum. It was a decision taken by those who were

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- 1 Q. And then, when you get to the other party
 2 -Broadsheet LLC, there is no address, is there?
 3 A. No.
 4 Q. Why is that?
 5 A. The discussion that we had with Mr Jerry James was be
 6 will bring this documentation to London in the meeting
 7 in which he will be signing this. And when he will
 8 bring this necessary documentation we will add these
 9 particular ones. And those documents will be annexed
 10 to the agreement.
 11 Q. Okay. Well, we have here the signed version. If you go
 12 to page 14, this is the signed version of the settlement
 13 agreement you had prepared, correct?
 14 A. Right.
 15 Q. So, just to be clear, if you go past the signature page,
 16 it incorporates an addendum, correct?
 17 A. Correct.
 18 Q. And that is the note from you to Mr James, correct?
 19 A. Right.
 20 Q. And that is part of the settlement agreement?
 21 A. Right.
 22 Q. And this is basically the mechanics of how payment will
 23 be made, correct?
 24 A. Not the entire mechanics, but yes. A summary of them.
 25 Q. The subject matter of the addendum is, "The mechanics".

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- 1 present in the London meeting.
 2 Q. Are you saying you had no knowledge of what was going on
 3 with this transaction for a high-profile matter than you
 4 had been working on for a year for the Prime Minister
 5 himself?
 6 A. I wasn't in London.
 7 Q. I understand you weren't physically in London. That
 8 wasn't my question. You have testified at most of this
 9 day about the role you played in a transaction that was
 10 sensitive, high profile, and had the Prime Minister and
 11 a government reviewing it?
 12 A. Right.
 13 Q. Here, they are having the closing in London. You are
 14 at least involved in the preparation of the addendum.
 15 A. Right.
 16 Q. Plus you drafted this agreement.
 17 A. Right.
 18 Q. It is already signed. You have got the address of the
 19 first party, NAB. Where is the address for the second
 20 party, Broadstreet LLC? Is absent, correct?
 21 A. Yes, it is absent...
 22 Q. My question -- sorry, I didn't mean to step on your
 23 answer.
 24 A. No, please proceed.
 25 Q. Why was this not put into the settlement agreement, the

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- 1 address for Broadsheet?
 2 A. I have no idea.
 3 Q. No idea when you saw this after it was signed and
 4 executed, did you notice that these blanks had not been
 5 filled in?
 6 A. I did not see this after execution.
 7 Q. So, after the closing in London and it is signed, you
 8 never saw this again?
 9 A. No.
 10 Q. When was the first time you saw this agreement after it
 11 was executed?
 12 A. When I think it was part of the claim, as my office has
 13 the claim.
 14 Q. So you have been working on this transaction as the lead
 15 lawyer for the Prime Minister --
 16 A. Not just the Prime Minister. For NAB.
 17 Q. For NAB, but the Prime Minister and a committee by the
 18 Prime Minister had to approve it, correct?
 19 A. Right.
 20 Q. You don't go to the closing in London. I understand
 21 that. They do the closing and you never see the actual
 22 executed version of the agreement you negotiated and
 23 drafted?
 24 A. No.
 25 Q. Why?
- 1 A. Yes.
 2 Q. And what was your reaction when you saw the blanks?
 3 A. Well, I saw the blanks when I just said, it should have
 4 been filled. It really
 5 Q. I'm sorry it is what?
 6 A. It should have been ideally filled, because that is what
 7 we had discussed in the discussions when we had decided overall this in NAB officials.
 8 Q. Let's look at the blanks that are not filled in for
 9 Broadsheet LLC. The incorporation certificate,
 10 'Dated' - 'Blank' "Copy enclosed". There is no copy
 11 enclosed, is there?
 12 A. No.
 13 Q. Under the laws of... Blank. It doesn't refer to any
 14 country, does it?
 15 A. No.
 16 Q. Or state. And, "Having its registered office at..."
 17 Blank?
 18 A. Right.
 19 Q. Right. No indication?
 20 A. No.
 21 Q. And it talks about Jerry James as chairman, with a board
 22 resolution; is that the Broadsheet Colorado board
 23 resolution?
 24 A. Yes.

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- 1 A. Client's discretion.
 2 Q. Client's discretion. So a copy of this was not sent to
 3 your office as the lead transaction lawyer?
 4 A. No.
 5 Q. How could you complete the file that you were instructed
 6 to handle if you didn't have the executed contract?
 7 A. The client was consulting me on a need basis, whenever
 8 he needed to consult me, he would reach out to me. But
 9 then it was his discretion, how he handles the situation
 10 in London and other things.
 11 Q. So it is your testimony that NAB or the Prime Minister's
 12 office, whoever's discretion, you never got a copy of
 13 the executed agreement, that is your testimony?
 14 A. Yes.
 15 Q. So you don't know why whoever handled the closing,
 16 whatever it was, did not fill in the blanks about
 17 Broadsheet's address?
 18 A. Right.
 19 Q. You have no idea?
 20 A. I have no idea.
 21 Q. Well sitting here today, you say you first saw this
 22 when the arbitration started or that sum of change?
 23 A. Right.
 24 Q. At that time, you say, you saw the settlement agreement,
 25 correct; did you notice the blanks then?

- 1 Q. How do you know that?
 2 A. Because when the agreement was being drafted, there were
 3 various approaches to us, based on the jurisdiction
 4 available. One was we draft an agreement between
 5 Steeplechase and the government, and we do not need to
 6 make Broadsheet Colorado a party at all. We can simply
 7 point out that the money that is due can go to
 8 Steeplechase and Steeplechase can issue instructions in
 9 the agreement where this money will be received by whom.
 10 That will be the end of the matter.

- 11 But since in this letter Jerry James of 22 February
 12 himself said, "I don't mind if you want to make
 13 Broadsheet Colorado a party as well." So we, NAB,
 14 discussed and decided we should incorporate Broadsheet
 15 Colorado as a party as well. So that was the basis why
 16 Broadsheet Colorado was made a party in this agreement.
 17 Q. So why isn't that board resolution here with regard to
 18 a date?

- 19 A. They were supposed to bring all these documentation in
 20 London. Jerry James told he was going to bring all this
 21 documentation, because they are in preparatory mode, he
 22 was consulting his lawyers but it will take a little
 23 while, but let's not delay anything, you bring
 24 everything, you bring the payment to London, I bring all
 25 the documentation to London, and we execute those things.

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1 simultaneously and get over with it.
 2 Q. But the date is not in here, because in fact the
 3 document we looked at earlier for the Colnadrin
 4 Broadsheet didn't have a date on it, did it?
 5 A. No, it didn't have it. But he said since the company is
 6 incorporated I will bring the good standing certificate,
 7 I will bring the consent resolution, I will bring the
 8 statement of facts and we can fill them in when we
 9 meet in London.
 10 Q. But it is talking about a board resolution and a blank
 11 date, a blank for a date, as far as you understand, that
 12 information was never provided by Mr James, was it?
 13 A. Not to me.
 14 Q. To anybody. Your clients?
 15 A. Yes.
 16 Q. So he didn't even bring what he had said he was going to
 17 bring for purposes of the closing?
 18 A. That's right.
 19 Q. And it was still signed?
 20 A. That is how it appears. I wasn't there so I can't be
 21 sure about that.
 22 Q. And you had no role and no knowledge until the
 23 arbitration notice came out?
 24 A. No.
 25 Q. Nor at all. Let's look at the other party. Steeplechase

1 NAB to be clear?
 2 A. Right.
 3 Q. Okay. It does talk about the assignment. It says
 4 a copy of that is enclosed. Where it says and this is
 5 something you drafted.
 6 "...is fully authorised to step into the shoes of
 7 Broadsheet LLC Generalcar".
 8 A. Right.
 9 Q. How did that get in there? I mean, when - say that how
 10 did Q-huilar get in there?
 11 A. That was a typo and a mistake because we had previously
 12 prepared the IAR agreement, and the IAR agreement was
 13 registered in Gibraltar so I think when I dictated it to
 14 my associate kind of Gibraltar crept in at three
 15 different places, but all in the context of winding up.
 16 Q. In your first witness statement you say it is
 17 paragraph 6B:
 18 "I see from the final version of the settlement
 19 agreement that Broadsheet is described as a company
 20 incorporated in Gibraltar."
 21 A. Right.
 22 Q.
 23 "Since the template for the IAR Settlement was used
 24 for this contract and IAR was a company incorporated
 25 in Gibraltar, I would imagine that this was a typographical

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1 Financial Services. Remember we talked before about
 2 Steeplechase Advisors, versus Steeplechase Financial
 3 Services, those are not the same words, are they?
 4 A. Right.
 5 Q. It okay. It talks about
 6 "Incorporated on... [such a date] - copy
 7 enclosed".
 8 Is that copy enclosed?
 9 A. No.
 10 Q. It talks about:
 11 "Having registered offices at..."
 12 Blank. Is there any information about that?
 13 A. He was supposed to bring it in London, so it's not
 14 there.
 15 Q. But your understanding is that he didn't?
 16 A. Now my understanding is that he didn't.
 17 Q. So that is another thing he didn't bring to the closing?
 18 A. Right.
 19 Q. But somebody decided to sign it anyway. Not you
 20 I understand that. But your clients decided to sign it?
 21 A. Right.
 22 Q. So this was a decision made by your clients?
 23 A. Right.
 24 Q. You were not involved. When I say "clients" I mean the
 25 government of Pakistan, through the High Commission and

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1 error that was not spotted."
 2 I would like to linger on that for a minute, as you
 3 can imagine.
 4 Typographical errors, we say in the States & typo
 5 okay, we will use the shorthand.
 6 A. Right.
 7 Q. That is not the only time that typo appears in the
 8 settlement agreement, is it?
 9 A. You mean on Gibraltar?
 10 Q. On Gibraltar, there are a couple more references, right?
 11 A. There are three references I see that.
 12 Q. So this is a multiple typo error?
 13 A. This is a multiple typo error.
 14 Q. And you and your firm were responsible for preparing
 15 this?
 16 A. Yes, we are.
 17 Q. When did it first occur to you that you had made a typo
 18 in preparing a contract that is being reviewed by the
 19 Prime Minister and his office?
 20 A. Again, when we actually looked at it when it was
 21 executed.
 22 Q. When you looked at it when it was executed?
 23 A. I mean when we got it as an annexure to the claim.
 24 Q. So the first time you noticed these three typos, you
 25 will call them, was when the arbitration commenced?

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1 A. Right.
 2 Q. But before that you had no idea about the typus?
 3 A. No.
 4 THE ARBITRATOR. Can I just ask, this reference comes in.
 5 a description of Steeplechase as being assignees:
 6 "...is fully authorised to step into the shoes of
 7 Broadsheet."
 8 Was there an assignment in the IAR case?
 9 A. No, there was no assignment in IAR case.
 10 THE ARBITRATOR. So, if there had been a corresponding
 11 clause in the IAR contract, I could see how you might
 12 have read it out and put Gibraltar in.
 13 A. Yes.
 14 THE ARBITRATOR. But you are making this up. I mean you are
 15 drafting this from scratch for Broadsheet and
 16 Steeplechase. So how does IAR or Gibraltar come into
 17 that?
 18 A. As I said, I was giving dictation of this agreement to
 19 my associate, who had worked with me on the IAR
 20 agreement as well. So I think it was in this mistaken
 21 belief that in two or three -- three places the word
 22 Gibraltar was put in.
 23 THE ARBITRATOR. I think you are saying you had the general
 24 feeling that Broadsheet was in the same position as IAR.
 25 And since IAR was a Gibraltar company Broadsheet must

1 this comes in, it is in the context of winding up, so we
 2 were clear otherwise than winding up is only in
 3 reference to Isle of Man. 593
 4 THE ARBITRATOR. Thank you.
 5 MR NEWBERGER: Just picking up on the point made by
 6 Sir Anthony, to which Broadsheet were you intending to
 7 refer when you drafted this document, Isle of Man,
 8 Gibraltar or Colorado? Which one?
 9 A. Colorado was out, there was no such thing as Colorado --
 10 Q. I'm going to have to stop you there, when you say no
 11 such thing as Colorado?
 12 A. No, there was no such thing as Gibraltar.
 13 Q. You meant there was no such thing as Gibraltar.
 14 A. Yes.
 15 Q. I wanted to hear what about that because you just said
 16 a minute ago that your understanding was this was
 17 Broadsheet Colorado, correct?
 18 A. There is some confusion here.
 19 Q. Yes, I know. I am trying to clear that up.
 20 A. When -- while we were drafting this agreement, we were
 21 clear that Steeplechase is a party and Broadsheet
 22 Colorado is a party. And that is why, when we refer to
 23 the payment to be made, so the BS or Broadsheet
 24 mentioned in clause 7 and 8, where a payment has to be
 25 received, is a reference to Broadsheet Colorado, as we

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1 be us well is that what you are saying?
 2 A. That's right.
 3 THE ARBITRATOR. But you did know that Broadsheet was an
 4 Isle of Man company?
 5 A. I knew that, but as I said --
 6 THE ARBITRATOR. Can I just finish. Also, you have said,
 7 I think, that you knew that this was an agreement with
 8 Broadsheet Colorado.
 9 A. Yes.
 10 THE ARBITRATOR. You intended it to be an agreement with
 11 Broadsheet Colorado.
 12 A. That's correct.
 13 THE ARBITRATOR. That is what your evidence is.
 14 A. Right.
 15 THE ARBITRATOR. So at the moment I don't see why you began
 16 to think in terms of the Broadsheet you were contracting
 17 with or involved was something to do with the IAR.
 18 A. No, I think as I said, when we prepared this agreement
 19 we were focused on who is the parties. Recitals were
 20 something that we were working on, that we had worked on
 21 IAR case as well. And our focus was that Steeplechase
 22 should be the main party. The rest is in a supporting
 23 role. So when we drafted this, somehow we had, I think,
 24 by sheer error, mentioned Gibraltar, where it should
 25 have been Isle of Man. So in all three places where

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1 see 2.
 2 Q. Okay. So is it your testimony that -- you want to call
 3 it a typo, a mistake, whatever the word is, okay -- your
 4 intention in drafting this, was it should be Broadsheet
 5 Colorado; is that what you are saying?
 6 A. No, Broadsheet Isle of Man. Where Gibraltar is
 7 mentioned, it should be Isle of Man.
 8 Q. Really? So this is supposed to be Isle of Man
 9 Broadsheet?
 10 A. Right.
 11 Q. On what basis are you putting in Isle of Man? Because
 12 that is where it is registered?
 13 A. No, because that is where the assignment deed was being
 14 dealt with, Isle of Man. You see the assignment deed
 15 dated 4 January, and a description of Steeplechase:
 16 "Copy enclosed. Is fully authorised to step into
 17 the shoes of Broadsheet..."
 18 And I think it should be Isle of Man.
 19 Q. That's what I am trying to understand, how this all
 20 came about. As Sir Anthony pointed out, this provision
 21 was not taken from IAR.
 22 A. Right.
 23 Q. It wasn't a computer mistake, where you copied the wrong
 24 part of a previous contract.
 25 A. Right.

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1 Q. There was nothing about Steeplechase in the IAR
2 agreement, correct?
3 A. Right.
4 Q. This was being drafted from scratch?
5 A. Right.
6 Q. Okay so that is number one, so it's not taken from
7 IAR. So number two is you meant to put in Broadsheet
8 Isle of Man, that is what you meant to do?
9 A. Right, right.
10 Q. So that was the mistake that was made?
11 A. Right.
12 Q. Why did you meant to put in Isle of Man, because that's
13 where it was registered?
14 A. No, because the assignment deed was with Broadsheet
15 Isle of Man.
16 Q. But we looked at the assignment. It is silent about
17 which Broadsheet it is. The words Isle of Man do not
18 appear on that assignment.
19 A. Yes, but we were very clear it was between assignment
20 Isle of Man. When we were looking at the assignment
21 deed, we were clear it was in respect of Isle of Man.
22 Q. You were clear in your mind?
23 A. Yes.
24 Q. But not on paper?
25 A. I mean yes, we were clear in our mind, because our

1 THE ARBITRATOR: No it is not. The Agreement is not
2 binding if the Isle of Man company is not a party to it.
3 That is the point I want to clear in my mind.
4 A. Actually, when we were referring to Broadsheet LLC,
5 again depended what kind of documentation will be
6 brought by Mr Jerry James in London. Because that is
7 a choice which he had to make eventually, as he said,
8 and that is why we kept these blanks there.
9 THE ARBITRATOR: I see.
10 A. So he had to...
11 THE ARBITRATOR: Are you saying you were conscious that this
12 might be an agreement with Broadsheet Isle of Man or
13 might be with Broadsheet Chirajin?
14 A. Yes.
15 THE ARBITRATOR: A different company, depending on what
16 Mr James said?
17 A. Exactly, what he brings to the table in London.
18 THE ARBITRATOR: So it was very important to fill in the
19 gaps in the description of the first party so that you
20 could know which of the two Broadsheet companies was
21 being referred to?
22 A. Right, right.
23 THE ARBITRATOR: The gaps never were filled in.
24 A. He promised he will bring the relevant documentation.
25 THE ARBITRATOR: He may have promised that to you.

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1 dealing with Jerry James and Tanique and documentation was
2 all pointing towards that that we were convinced it is
3 an assignment that is being done by Broadsheet
4 Isle of Man.
5 THE ARBITRATOR: I think it follows from what you have just
6 said, but correct me if I am wrong, that you were
7 conscious at the time you drafted this agreement that
8 the Isle of Man company was not a party to it?
9 A. Right. That's correct, sir. And that is correct.
10 THE ARBITRATOR: You see, it is suggested in this case that
11 the Isle of Man company is bound by this agreement and
12 that the matter has been settled, that is why I want to
13 make quite clear what your evidence is. Your evidence
14 is that was meant to be a reference to the Isle of Man
15 company, which makes it absolutely clear that it is not
16 the Broadsheet referred to as the first party, and that
17 on that basis the Isle of Man company is simply not
18 a party to this agreement and was intended not to be; is
19 that right?
20 A. Yes. I mean, we made Jerry James personally as
21 a party...
22 THE ARBITRATOR: I can see that. But we have got this
23 question of whether this is binding on the Isle of Man
24 Company.
25 A. This by virtue of the assignment deed

1 A. Yes.
2 THE ARBITRATOR: So on your evidence this doesn't identify
3 either Broadsheet?
4 A. Right.
5 THE ARBITRATOR: Okay, thank you.
6 MR NEWBERRY: Just to pick up on that last point, Mr Scott,
7 in the paragraph A describing Broadsheet LLC, is it
8 referring to the Coloured Broadsheet, correct, the one
9 with the resolution?
10 A. The one... it can refer to Coloured as well, it can
11 refer to Isle of Man. In the event that he brings the
12 documents to London.
13 Q. But we have already talked at length about the board
14 resolution and reconstituting the company in Coloured.
15 Sorry question to you is when you drafted this document
16 and you refer to the board resolution?
17 A. Right.
18 Q. -- which board resolution are we referring to, other
19 than the one in front of us in this case?
20 A. It can be any board resolution that can be brought in
21 London by the concerned, by Mr Jerry.
22 Q. I am not asking what could have happened. I want to
23 know what you were referring to when you drafted this?
24 A. Yes, I mean, the board resolution meant the resolution
25 of the board which would be brought, which would be an

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1 updated version, and will be brought to London.
 2 Q You just said "an updated version." You already had
 3 a board resolution -- one at a time.
 4 You already had a board resolution for the
 5 Broadsheet Colouada. We talked about it, remember?
 6 A Right.
 7 Q What other board resolutions for some other Broadsheet
 8 are you referring to here, since you drafted it?
 9 A Since he had talked about, in general sense, that the
 10 winding up is -- I might clear everything on the winding
 11 up by the time I come in London, and I will bring all
 12 necessary documentation, so the possibility of
 13 Broadsheet getting revived or whatever was also
 14 possible.
 15 So therefore if he were to bring these documents
 16 there, and say well, Broadsheet Isle of Man is now clear
 17 from liquidation and I'm here, with these documents
 18 Then we would get those documents there.
 19 Q You just said
 20 "He would bring the documents regarding the winding
 21 up in Isle of Man."
 22 I thought you said that was no longer relevant to
 23 you, you only cared about the assignment?
 24 A No, we did care about the assignment. But we were also
 25 asking him to bring the relevant documents of

1 A No, it isn't.
 2 Q You just said, though, a minute ago, you had asked
 3 Mr James to bring the documents regarding the winding
 4 up, so I'm trying to find out what happened to that
 5 condition that you had put on Mr James, and where is it
 6 in this contract?
 7 A Well, that was supposed -- he was supposed to bring
 8 those documents to London.
 9 Q I know what he was supposed to do. You keep telling us
 10 what he was supposed to do. What I am asking you about
 11 is what did you do and your client. That is my
 12 question. Not what Mr James promised to do. Not what
 13 Mr James was supposed to do. What did you do? Do you
 14 understand my question?
 15 A Well, I'm --
 16 Q Maybe you don't understand my question. Put aside
 17 whatever Mr James told you or anyone else. As the
 18 transaction lawyer for this agreement, what do you do?
 19 It is critical for us to understand what you were doing
 20 And I'm trying to ask you with precision which
 21 condition you understood. You have said it could have
 22 been Isle of Man, it could have been Colouada's that
 23 fact?
 24 A That's right.
 25 Q And that was a condition that you, as the transaction

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1 anything -- because he was saying it is -- the
 2 restructuring is in the process. I'm trying to clean
 3 the winding up, I am restructuring, it is voluntary
 4 in nature, and there are -- may get a hold of it, may
 5 not get a hold of it. So there was an eventuality where
 6 it could be one or the other, so therefore it was left
 7 in this form.
 8 It could be Colouada, depending upon if Isle of Man
 9 was not selected, or it could be Isle of Man provided he
 10 brings the documents to the table.
 11 Q But which one was it? That is what this entire case is
 12 about.
 13 A Depending on the documents.
 14 Q But the documents were never produced, were they?
 15 A No.
 16 Q No. So if they were never produced, this contract was
 17 never completed, given the conditions you had given
 18 Mr James, correct?
 19 A To me, this contract looked complete from the point of
 20 view that it was between Steeplechase and the
 21 government. And with Steeplechase we had an assignment
 22 deed. And by virtue of the assignment deed we could
 23 enter into a contract.
 24 Q But that assignment that you are referring to now has
 25 nothing to do with the winding up, does it?

1 lawyer, put on Mr James?
 2 A Right.
 3 Q Bring us the paperwork, so we know which one.
 4 A Right.
 5 Q Did he bring that paperwork?
 6 A No.
 7 Q Did that information go into the contract?
 8 A No.
 9 Q So I ask you again, how was this contract complete if he
 10 did not bring the material information that you had told
 11 him he had to bring? That is the question I am putting
 12 to you.
 13 A It is an issue of legal interpretation.
 14 Q No, sir, I am asking you, as the transaction lawyer who
 15 was instructed to do this transaction. Sir Anthony will
 16 decide the legal consequences, I'm not asking you the
 17 legal consequences. I am asking you factual
 18 information. We just saw you spent a year negotiating
 19 this contract. That the Prime Minister himself and
 20 a committee had to approve it. Okay. I understand you
 21 weren't physically present in London for the closing.
 22 A Right.
 23 Q But this issue goes to a very important issue in this
 24 arbitration, and I need to know what you knew. Not what
 25 the legal consequences are. That is for Sir Anthony.

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- 1 A. Right.
 2 MR LEVY: Sir, if it assists it is defined in (a) of the
 3 first page.
 4 "Broadsheet LLC, which referred to as the BS."
 5 THE ARBITRATOR: Yes, right.
 6 MR NEWBENDER: And that would be the Colorado Broadsheet,
 7 because it is referring to a board resolution you had
 8 seen, right?
 9 THE ARBITRATOR: No -
 10 MR NEWBENDER: Sorry.
 11 THE ARBITRATOR: Thank you very much. BS is defined in the
 12 description of the first party and that is used to refer
 13 to the Broadsheet Isle of Man which entered into the
 14 agreement the ARA. That is in recital 9.
 15 A. Right.
 16 THE ARBITRATOR: The third - the second party is defined to
 17 include Broadsheet meaning the same Broadsheet as well
 18 as Steeplechase.
 19 A. Right.
 20 THE ARBITRATOR: So where do we get the Colorado company?
 21 A. In the context 7 and 8?
 22 THE ARBITRATOR: Yes. Shall I revere.
 23 A. Total payment of. This.
 24 THE ARBITRATOR: And that is Broadsheet Isle of Man.
 25 A. That is Broadsheet Isle of Man.
- 1 A. Right.
 2 THE ARBITRATOR: But --
 3 A. That's correct.
 4 THE ARBITRATOR: It is contrary to your evidence, which
 5 it is agreed to be an agreement with Broadsheet Colorado,
 6 who, on the other view, are not even mentioned in the
 7 agreement.
 8 A. What I want to say, the agreement is -- Broadsheet
 9 Colorado is eventually where -- in terms of 7 and 8 has
 10 to be read with the entry that you will bring it in
 11 London meeting, in terms of the documentation. So
 12 whatever one is able to enter
 13 THE ARBITRATOR: I can see on that basis. But it is still
 14 a bit of a total muddle, because on that basis,
 15 Broadsheet Colorado, BS means Broadsheet Colorado, but
 16 BS was also the company that entered into the ARA in
 17 2003.
 18 A. Right.
 19 THE ARBITRATOR: Plenty of problems.
 20 A. Yes, but the Steeplechase the agreement with
 21 Steeplechase, by virtue of assignment as mentioned
 22 here, would maybe it clear that one can have an agreement
 23 with Steeplechase.
 24 THE ARBITRATOR: Yes, but -- well, that is a separate
 25 problem. If you have an assignment to Steeplechase, it

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- 1 THE ARBITRATOR: And in paragraph 9 is that the same, yes?
 2 A. But 7 and 8 -- now, that was an issue because they
 3 described Broadsheet Colorado and documentation of
 4 Colorado was brought to London and filed in, then here
 5 7 and 8 would refer to Broadsheet Colorado.
 6 THE ARBITRATOR: Well, I am just looking at this. If we
 7 look at this agreement according to the express definition, it is
 8 an undertaking by the government to pay money to
 9 Broadsheet Isle of Man, BS.
 10 The money is not being paid to Broadsheet
 11 Isle of Man, it is either being paid to Broadsheet
 12 Colorado, or to Steeplechase, in some measure of the
 13 sum.
 14 A. Right, right.
 15 THE ARBITRATOR: A mistake, this might goes through my mind.
 16 If the presser claimant - it Broadsheet Isle of Man
 17 were to adopt it is agreement, on the face of it, there
 18 would be an undertaking to pay \$1.5 million to them, and
 19 that has certainly not been performed.
 20 A. Yes, that is -- one can say it has not been performed.
 21 THE ARBITRATOR: You see, it does looks. If we take
 22 this agreement on its face, it contained an undertaking
 23 by the government of Pakistan to pay that money to
 24 Broadsheet Isle of Man.
 25 Now, that may be the wrong interpretation.
- 1 is not clear why you agreed to pay the money to the
 2 assignor.
 3 A. No, the assignee is instructing who to pay.
 4 THE ARBITRATOR: Yes. Okay.
 5 A. So the assignee could be instructing. By virtue of
 6 a provision in this agreement he could be instructing to
 7 pay to assignee, he could be instructing to pay to
 8 a third party -
 9 THE ARBITRATOR: I agree. But on the face of the agreement,
 10 the payment is to be made to Broadsheet Isle of Man,
 11 unless you are right on your evidence, contrary to the
 12 definitions in the contract, that the Broadsheet company
 13 was Colorado?
 14 A. The payment was to be made, as I understood, then, to
 15 Broadsheet Colorado. In 7 or 8, so BS is mentioned
 16 there, is Broadsheet Colorado.
 17 THE ARBITRATOR: See.
 18 A. The description of party, if they brought the
 19 documentation, it would be Broadsheet Colorado, and so
 20 it is an agreement between Steeplechase and the
 21 government in which both the parties identify who to
 22 make the payment. So it could be Isle of Man
 23 Broadsheet Broadsheet Colorado, it could be the party
 24 as well.
 25 MR NEWBENDER: So your office was the only ones reviewing

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1 this settlement agreement, were they? You sent this
 2 draft before I went to closing to Mr James and
 3 Mr Malik, correct?

4 A. Right.

5 Q. You say that in your witness statement.

6 A. That's right.

7 Q. That is the first witness statement at paragraph 65.
 8 I am just confirming where you say it. But you also
 9 say, in your first witness statement at paragraph 65:

10 "The draft settlement documentation was sent to NAB
 11 for a final review and for vetting by the Federal
 12 Ministry of Law."

13 So it wasn't just your law firm that was reviewing
 14 this high-profile matter?

15 A. Right.

16 Q. But you got the Ministry of Law and NAB reviewing it,
 17 correct?

18 A. Right.

19 Q. Did they point out to you any of the issues that
 20 Sir Anthony has mentioned?

21 A. Not that I recollect.

22 Q. So all those people, lawyers and people familiar with
 23 the contract, nobody is focusing on the issues that
 24 Sir Anthony just asked you about and I have asked you
 25 about?

1 Correct?

2 A. Right.

3 Q. We have already talked about that. Did anyone point out
 4 to you these three typographical errors?

5 A. Not to my knowledge.

6 Q. Did Mr James or Mr Malik point it out?

7 A. No.

8 Q. So everybody missed the typographical errors?

9 A. That is how it seems.

10 Q. Okay. Now, are you familiar with Mr Basit?

11 A. I know of him.

12 Q. He was involved in this process, correct, from NAB?

13 A. Yes.

14 Q. Let's look -- have you seen his witness statement?

15 A. I have briefly seen it.

16 Q. You briefly saw it.

17 A. I don't remember exactly what he said.

18 Q. Okay, let's take a look at it, then, since you say you
 19 briefly saw it. This is at H31A. There we are.

This is His Excellency Ambassador Abdul Basit.

20 A. Right.

21 Q. He was here in London at the High Commission at the time
 22 we are talking about here, 2009, correct?

23 A. Right.

24 Q. The official representative of the Republic of Pakistan

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1 A. I think they were relying on the assignee for itself.

2 Q. I see. So they were relying on the assignee as well.

3 A. I believe so; I haven't looked at these files. There
 4 were many covenants. If there were any covenants, I wasn't
 5 privy to them.

6 Q. Okay, fair enough. So if they are relying on the
 7 assignment and you are relying on the assignee too, does
 8 the assignment mention Broadsheet Gibraltar?

9 A. No, it doesn't.

10 Q. So how can they and you be relying on the assignment, if
 11 the settlement agreement says Broadsheet Gibraltar, if
 12 everybody is vetting this thing and reviewing it?

13 A. I said it is an error, so it shouldn't be there.

14 Q. You said you made a mistake, I understand that. I'm
 15 going to ask you thinking a typographical mistake, I'll
 16 be asking about the Ministry of Law and NAB, your words,
 17 vetting...

18 A. Right.

19 Q. -- the agreement. That means they reviewed it, correct?

20 A. Right.

21 Q. I assume, line-by-line, correct. Is that a fair
 22 statement?

23 A. Yes.

24 Q. And they wanted to know, because you had alerted them to
 25 this, do we have the right party for this deal?

1 In the United Kingdom, current?

2 A. Right.

3 Q. All right. We discuss the settlement agreement with
 4 Broadsheet at the bottom of page 3 and on page 4 and 5,
 5 current?

6 A. Right.

7 Q. Let's go to paragraph 23, and feel free to look at any
 8 part of this at any time.

9 A. Right.

10 Q. Do you recall reading that when you were shown this
 11 earlier?

12 A. Right.

13 Q. By the way, when was this shared with you, roughly?

14 A. Recently.

15 Q. Part of preparing for your testimony?

16 A. Yes.

17 Q. It says here:

18 "I was surprised the settlement agreement seemed to
 19 contain blank spaces. I do not recall being given
 20 instructions as to why these spaces were blank. I had
 21 been given instructions to proceed and sign the
 22 agreement after completing all the necessary formalities
 23 and checking the affidavits. I therefore followed these
 24 instructions."

25 Were you familiar with any of those instructions as

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- 1 part of the lawyer handling this transaction?
 2 A. No, I just briefed -- we had discussion at the overseas
 3 wing of NAB and that was where I briefed them and we had
 4 discussion about how this needs to be filed... But
 5 then I wasn't associated further with it, in terms of
 6 communicating to the High Commission.
 7 Q. Did you ever communicate, either in writing, email or on
 8 the phone or in person with Ambassador Bawali or
 9 anybody at the High Commission in London, about the
 10 charge?
 11 A. I don't remember. I didn't communicate.
 12 Q. The answer is no, or you don't remember?
 13 A. No.
 14 Q. No. Okay. We... let's go past the scoldiness, okay,
 15 because you indicated a minute ago there was something
 16 about payments, first and second payments. Let's go to
 17 H2354. You have seen this before?
 18 A. I have seen this in these proceedings but not before.
 19 Q. You were not aware sometime in 2008 how the first
 20 payment was made?
 21 A. No.
 22 Q. We did see in the settlement agreement that you were
 23 involved. Okay, take a look at that.
 24 Just catching up on my own pile. There is a document
 25 documents.
- 1 Q. When was the first time you saw this cheque?
 2 A. After the arbitration.
 3 Q. Yet, mean after the commencement of the arbitration?
 4 A. Yes.
 5 Q. Okay. Who is it made out to?
 6 A. Broadsheet Gibraltar.
 7 Q. Who is Gibraltar?
 8 A. It is just a mistaken --
 9 Q. Is this the type that we talked about before? So the
 10 type in the settlement agreement that nobody caught in
 11 the government craft Broadsheet, has now been repeated
 12 in a cheque from the public Treasury, so is that
 13 £320,000?
 14 A. Probably, yes.
 15 Q. So taxpayer money is being withheld to this gentleman
 16 whose contract has been terminated for
 17 misrepresentation, and it is to the wrong party?
 18 A. I wasn't -- I didn't see this cheque, I don't know who
 19 has prepared this, so I can't comment about that.
 20 Q. Have you subsequently learned anything about that
 21 process that you were involved in either?
 22 A. In what sense?
 23 Q. Who put a cheque out --
 24 A. No, no.
 25 Q. Do you know who was responsible for this, as either NAB

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243

- 1 Okay. Do you recall we looked at the end of the
 2 settlement agreement, and there is an addendum --
 3 A. Right.
 4 Q. -- that is incorporated into the settlement agreement
 5 and this is your note to Mr James of April 28, 2008,
 6 about some of the mechanics for payment, correct?
 7 A. Right. Can I see that note?
 8 Q. Yes. That was in the settlement agreement, which is
 9 2314. Got it? Go to the last part, the addendum.
 10 A. Yes, this is... okay.
 11 Q. So you see that?
 12 A. Right.
 13 Q. That is the addendum, where you are talking about some
 14 parts of the mechanics of payment, correct?
 15 A. Right.
 16 Q. It just refers to Broadsheet just BHL, it doesn't say
 17 which Broadsheet, correct?
 18 A. Okay.
 19 Q. Do you remember sending that email on April 28?
 20 A. Yes.
 21 Q. Okay. Now let's look at what was on the screen, which
 22 was the first cheque 2354. This was in fact the first
 23 of two payments made as a consequence to the settlement,
 24 correct?
 25 A. Right.

- 1 or in some way?
 2 A. No.
 3 Q. Okay, the High Commission?
 4 A. No.
 5 Q. From your knowledge of one year working on this
 6 transaction, did the first payment go to the wrong
 7 party?
 8 A. I don't have an idea on that.
 9 Q. We just had a long conversation about you and it was
 10 your understanding that the definition of Broadsheet in
 11 the settlement you drafted was Broadsheet Isle of Man,
 12 correct?
 13 A. Yes, but as far as this cheque is concerned and where
 14 this cheque ended up, those details I'm not privy to.
 15 Q. I understand that. I am asking you a more fundamental
 16 question. You said, in response to Sir Anthony, that it
 17 was your understanding, I will use that word, that the
 18 craft settlement agreement that you put together, that
 19 the definition of Broadsheet was meant to be
 20 Isle of Man, correct?
 21 A. Right.
 22 Q. The party to the ARA, correct?
 23 A. Right.
 24 Q. Okay. This is the first cheque part of two for that
 25 settlement that you drafted, okay?

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244

- 1 A. Right, right.
 2 Q. Does it appear from this cheque, that the government of
 3 Pakistan paid the wrong party?
 4 A. I don't know whether this cheque went through or not or
 5 where did it go. I have got no contact with this cheque
 6 or its processing.
 7 Q. But the addendum to the contract itself, you were
 8 writing to Mr James about some of the mechanics for the
 9 first cheque, correct?
 10 A. Right.
 11 Q. So you were involved in this?
 12 A. I was just acting. I was - based on the instructions
 13 I was getting from NAB this will be the process, this
 14 is how it will be followed and a cheque will be made and
 15 then you need to receive the record simultaneously and
 16 bring the documentation there. But I wasn't associated
 17 with the process of making the cheque.
 18 Q. But you were, according to the addendum, involved in at
 19 least passing along instructions for the mechanics for
 20 the first payment, correct?
 21 A. Yes as instructed, yes.
 22 Q. Okay. Where, in these instructions of your email that
 23 is a part of the settlement, does it mention Broadsheet
 24 Gibraltar?
 25 A. It doesn't mention this.
- 1 Q. This is after the execution of the agreement, correct?
 2 A. Right.
 3 Q. So you are still involved at least with some part of
 4 that?
 5 A. Yes on a need basis, to facilitate
 6 Q. On a need basis, okay. There was something about the
 7 reissuance of the cheque?
 8 A. Right.
 9 Q. What was that about?
 10 A. I think Mr Tariq had talked to me about there has been
 11 some error in the drafting of the cheque that we
 12 received and we need to have the cheque reissued or do
 13 something about it. I said I have no idea because I am
 14 in Lahore and I don't know what cheque -- but you can
 15 contact Mr Hasan directly and also the High Commission
 16 as well regarding this matter, and that is what this
 17 email is about.
 18 Q. So you were being more of a facilitator at this point,
 19 would that be fair?
 20 A. Right.
 21 Q. Okay. And then the second payment under the settlement
 22 agreement, which we are looking at 2419, F2419.
 23 A. Right.
 24 Q. I will wait for that to come on the screen. Who was the
 25 second payment made to, in dollars?

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- 1 Q. So this was a mistake, the cheque?
 2 A. I would think so.
 3 Q. Okay. Let's go to 2419. Sorry, I have a big bundle
 4 here. It's taking me a moment to get there.
 5 This is a note for the High Commission of Pakistan
 6 in London, dated September 29, 2008, for the second
 7 payment under the Settlement Agreement, correct?
 8 A. Right.
 9 Q. When was the first time you saw this?
 10 A. After -- during when the claim was filed.
 11 Q. Again, after the arbitration commenced?
 12 A. After the arbitration.
 13 Q. You never knew about the second payment?
 14 A. No.
 15 Q. Did you know it was made by wire rather than cheque?
 16 A. No.
 17 Q. Let's go to 2360A. This is an email from you to
 18 Mr. Malik regarding the settlement. This is 2360A.
 19 A. Right.
 20 Q. This is from -- 2360A. Do you see it on the screen.
 21 sir?
 22 A. Right.
 23 Q. This is from you. Do you remember sending this
 24 on May 22?
 25 A. Right.
- 1 A. I mean, sorry, what is the question again?
 2 Q. This is the second payment under the settlement
 3 agreement, correct?
 4 A. Right.
 5 Q. It is dated 29 September 2008, correct?
 6 A. Right.
 7 Q. Who is the government of Pakistan paying \$615,020 US?
 8 A. To the Broadsheet AG account number such and such.
 9 Q. Which Broadsheet?
 10 A. I don't know.
 11 Q. It says Colorado, doesn't it?
 12 A. Yes, it says Colorado.
 13 Q. So, is it fair to assume that the wire was sent to
 14 Broadsheet Colorado?
 15 A. I haven't seen this document at the time when it was
 16 being prepared, so perhaps yes.
 17 Q. Do you have any reason to believe that the wire was sent
 18 to any party other than Broadsheet Colorado?
 19 A. I don't think so.
 20 Q. So the first cheque went to Broadsheet Gibraltar, that
 21 was a typo, and the second one was a wire and that went
 22 to Broadsheet Colorado, and that was maybe a mistake?
 23 A. I don't know, because I wasn't involved in this process.
 24 Q. And you haven't learned anything about this since?
 25 A. No.

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1 Q. Sitting here today, you don't know?
 2 A. No.
 3 Q. Is that because it's within the discretion of the
 4 Client to share that information with you?
 5 A. Yes.
 6 Q. Have you ever been involved in a transaction like this,
 7 with so many typographical errors about who the parties
 8 are?
 9 A. It depends. It sometimes happens that you have
 10 instructions from the Client where the parties'
 11 descriptions are not clear and then at some point you
 12 have to make it clear once you come close to
 13 transaction, at the time of the transaction itself.
 14 Q. But that didn't happen here, did it?
 15 A. It looks like it doesn't happen here.
 16 Q. Looks like it didn't happen. How many contracts have
 17 you handled that got reviewed and personally approved by
 18 the Prime Minister of the country, that had
 19 typographical errors in them?
 20 A. I don't know.
 21 THE ARBITRATOR: I don't think that is a very useful
 22 question, if I may say so.
 23 A. I haven't reviewed--
 24 THE ARBITRATOR: You needn't answer.
 25 MR NEWBERGER: I will reframe the question.

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1 Q. . .
 2 A. claims a sum of \$515.6 million from NAB/DGIP on
 3 the basis of its interpretation of clause 4... NAB
 4 disagreed with the amount of that claim.
 5 Do you remember drafting that?
 6 A. Yes.
 7 Q. Okay. Here, NAB is disagreeing with the amount of the
 8 claim, correct? When you drafted that, what was your
 9 understanding about what it was NAB was disagreeing
 10 with, just the amount?
 11 A. It says so, the amount, and because we had agreed on
 12 1.5, so there was obviously a disagreement on the amount
 13 itself.
 14 Q. So when you put this in here for your client, it was
 15 your intention to draft that this was a disagreement
 16 about the amount of the claim, correct?
 17 A. Right.
 18 Q. Okay. If I could have your indulgence for a second.
 19 Sir Anthony, I am going to really try and wrap this up.
 20 Mr Snod, I know you are not the chairman of NAB,
 21 but you were instructed by the chairman to handle this
 22 transaction, as we discussed, correct?
 23 A. Right.
 24 Q. What is your understanding -- let me rephrase that.
 25 What was your understanding in 2008, at the time the

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1 Have you ever worked on any other transactions where
 2 the Prime Minister of the country had to approve
 3 whatever the transaction document was that you were
 4 involved in?
 5 A. I would rather claim here -- I mean, I have done work,
 6 but I would rather not...
 7 THE ARBITRATOR: Yes.
 8 MR NEWBERGER: That is fine. I am not asking for privileged
 9 information. I am just trying to get a general sense.
 10 If yes, can't say beyond that, but a fact.
 11 Want to go back to the settlement agreement for
 12 just a minute, 2344.
 13 THE ARBITRATOR: I think in the end it was 2341.
 14 MR NEWBERGER: I thought it was 2344. Sorry.
 15 THE ARBITRATOR: Oh
 16 Yes, you are quite right.
 17 MR NEWBERGER: This is on something that relates to what you
 18 did draft, so this is something you should have at least
 19 some information on that you can share with Sir Anthony.
 20 You have a number of redacts, starting off page 2,
 21 that go over to page 3. And I want you to look
 22 specifically at Dais in David on page 3:
 23 "Broadsheet..."
 24 Which you assume means Isle of Man --
 25 A. Right.

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1 settlement had been drafted by you, of what dispute was
 2 being resolved; a potential arbitration by Broadsheet
 3 Isle of Man?
 4 A. Yes.
 5 Q. But given the documents we have looked at, it looks like
 6 there may be some problems with that settlement or,
 7 correct?
 8 A. I don't think so. I mean, we have an agreement,
 9 settlement agreement. We have a settlement meeting
 10 its minutes are there. And then we have a settlement
 11 agreement. It should have been filed in better, but it
 12 is nevertheless there.
 13 Q. It should have been filed in better, is that your
 14 testimony?
 15 A. Yes.
 16 Q. But you said earlier that the lack of -- information
 17 that was required by you of Mr James never got in there.
 18 Wasn't that a requirement, a material term of the
 19 contract?
 20 A. It wasn't a material term, it was just a procedural
 21 requirement. The parties identified each of them very
 22 clearly when they were discussing it, they knew who the
 23 parties were, there was clarity on that. The filling in
 24 the blanks was more for the purposes of procedural
 25 requirements.

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1 Q. So it was procedural. You are aware, however, that your
 2 client, NAB and the government of Pakistan, are relying
 3 on this settlement to bar the claim from pursuing
 4 this arbitration, correct?
 5 A. Right.

6 Q. And the issue before Sir Anthony is who signed this
 7 agreement, who was bound by it?

8 A. Right.

9 Q. Given the conversation we have had today who do you
 10 understand is bound by this agreement?

11 THE ARBITRATOR: That is a question of law, I think.

12 MR NEWBERGER: Okay, well, I could ask his understanding of
 13 what you understand was bound by this agreement when it
 14 was drafted, would that be fair?

15 THE ARBITRATOR: No, that is still objectionable.

16 MR NEWBERGER: Okay, well then, that is as far as I can take
 17 it.

18 I have no further questions, Mr Snell, I'm sure you
 19 will be very happy to hear that, but thank you for your
 20 time.

21 THE ARBITRATOR: Yes, Mr Levy?

22 MR LEVY: Sir, it might be --

23 THE ARBITRATOR: You would like a break now?

24 MR LEVY: I would like a break.

25 THE ARBITRATOR: Yes.

1 THE ARBITRATOR: Mr Newberger, any further
 2 cross-examination?

3 MR NEWBERGER: Mr Snell, are you aware that the claimant --
 4 which I say the claimant, Broadsheet, Isle of Man, just
 5 so we are clear about that -- that the claimant has
 6 alleged in this arbitration, under the AAA arbitration
 7 provision that the 2000 settlement that we have spent
 8 with this time talking about was effectively an unlawful
 9 agreement between your clients and Mr James to
 10 deprive -- I will say this Tribunal of -- nor
 11 Sir Anthony in person, but a tribunal of the right to
 12 prosecute an arbitration claim under this agreement?
 13 Are you aware of that?

14 A. I reject that.

15 Q. I said are you aware of that?

16 A. I'm aware of the claim.

17 Q. Are you aware that that is the claim brought by
 18 Broadsheet of Isle of Man?

19 A. Yes, I am off that.

20 Q. Okay, and that it is against your clients?

21 A. Right.

22 Q. Pakistan, NAB, and the late Mr James, correct?

23 A. Right.

24 Q. Not against you personally, I hope we understand that.
 25 There is no conspiracy claim against you in this case.

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1 MR LEVY: But, sir, before I do, there is one point relating
 2 to not what was put to Mr Snell, but what was not put to
 3 Mr Snell.

4 As you are aware, there is currently an allegation
 5 being made in these proceedings by the claimant
 6 regarding the respondents being party to a fraud. That
 7 allegation has moved around a bit, but as I understand
 8 its latest iteration in the skeleton --

9 MR NEWBERGER: Sir Anthony, I have to object, we are getting
 10 arguments in front of a witness.

11 THE ARBITRATOR: No, no.

12 MR LEVY: As I understand, the latest iteration of that
 13 claim was that Mr Snell was central to that fraud, and
 14 that is maintained --

15 THE ARBITRATOR: Well, you are planning our that that
 16 allegation hasn't been put to Mr Snell.

17 Let's say we will adjourn now, the cross-examination
 18 is not over, and Mr Newberger can ask further questions
 19 if he wants to.

20 MR NEWBERGER: Thank you.

21 THE ARBITRATOR: So we will adjourn for just over five
 22 minutes, to 4:35.

23 (4:29 pm)

24 (Adjourn break)

25 (4:30 pm)

1 I just want that to be clear, okay. It is against your
 2 clients, if you will.

3 Snell is aware of the claim, correct?

4 A. Yes.

5 Q. Okay, so as the claim, and we spend a lot of time going
 6 through the mechanics of what happened and your role in
 7 the settlement agreement, although I understand you have
 8 now testified that you weren't at the closing, and you
 9 had no material involvement with it after the closing,
 10 correct?

11 A. Correct.

12 Q. But given what we have discussed and some of your
 13 answers, particularly this afternoon, about some of the
 14 issues about the settlement agreement itself, the
 15 blanks, who the parties are, who got paid, who didn't
 16 get paid, et cetera, would you agree that this agreement
 17 is -- when I say this agreement I mean the settlement
 18 agreement, okay, so we are clear -- that this agreement
 19 by your clients with Mr James, if upheld in this
 20 arbitration, would deprive Broadsheet of the Isle of Man
 21 of its right to pursue this arbitration? Are you aware
 22 of that and do you agree with that?

23 A. No, I don't agree with that.

24 Q. You don't agree with it
 25 Isn't it true, Mr Snell, that your clients had you

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were on this negotiation rather intensely, that you drafted and put together, but then kept you out of the closing and the actions thereafter so as not to be -- so you would not be responsible for the problems with the settlement?

A. I have no idea.

Q. Do you have any knowledge of why you were no longer -- why you weren't invited to the closing and why you were not involved in this process after, as you say, right up to the closing?

A. I have no idea.

Q. Isn't it true that by entering into this settlement agreement, your clients, with Mr James, were taking a grave risk that the claimant, Broadsheet of Isle of Man, would come out of the liquidating proceedings and prosecute this claim in a tribunal?

A. I don't think so.

Q. There was no risk of that happening at the time you were working on the settlement?

A. Yes.

Q. There was a risk?

A. No, there was no risk, as I saw that.

Q. Even though you were aware of the liquidation proceedings?

A. Even as I was made aware by Mr Jerry James at

1 Q. So you would agree that your clients were on notice but
2 did not share that information with you when they
3 instructed you, not ever?

A. Correct.

Q. Okay. Is it fair to conclude then because they did not
share that information with you they did not want you
to know about that material information?

A. No. I don't think so. I think -- the interaction
I have with my client was they were based on -- they
were -- In a non-offensive manner they wanted to conclude
this matter, and they always wanted that this thing
needs to be brought to an end.

On the contrary, unfortunately, there was -- while I was interacting with Dr Pepper and Mr Muhsin and Mr Tisdale, it is unfortunate they should have even, you know, stepped in to say, "We have an interest in
Broadsheet's revival and we are making efforts to revive
it and please be forewarned, don't pay the wrong people
or whatever."

They never came forward. In that sense, one feels
a bit of a sense of a betrayal as well that you were
talking to lawyers of that standing. Dr Pepper had
talked to me, he said he has been consulting
Mr Martin Luther King. Mr Muhsin was associated with
Oxford. Mr Tisdale had a great practice in Oxford, and

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1 liquidation proceedings.

Q. And you understand that your clients have said in this
case, in their pleading, we showed you to the defence,
that they were aware of the liquidation proceedings at
the time they instructed you; you recall that?

A. I recall that, but it is up to the client to respond to
that.

Q. You are not the respondent. I'm not asking you to file
a pleading on your own behalf.

A. Right.

Q. But you were the person instructed by your clients, the
respondents. That is why I am putting this question to
you, okay.

Your clients, NAB and the government of Pakistan,
were aware of the pendency of the liquidation
proceedings in 2008 when you were working on the
negotiations and the draft, correct?

A. If they say so.

Q. You have no reason to dispute that?

A. No.

Q. And you have seen their defence?

A. Right.

Q. And you have seen the letter from M&S sent to the
solicitors for your clients in 2008, correct?

A. Right.

These were the people that you begin to, you know, give
the right kind of a weight in terms of their standing.

And I wasn't expecting that they would have an
interest, along the line, while they are having
a conversation with me, and while they are interacting
with me on the telephone extensively and they will hide
that in a deceitful manner, with great respect. So
I think that is unfortunate.

MR NEWBERGER: May I, Sir Anthony?

THE ARBITRATOR: You can continue.

MR NEWBERGER: He was answering a different question, and
with all respect, giving a speech of position, it was
a submission.

I am asking you about what your clients knew and
what they didn't tell you, that is the question I am
asking you, not what other people did or did not tell
you. I am talking about your clients, the government of
Pakistan and NAB. They made, for whatever reason --
you say you don't know the reason, you say it is their
discretion?

A. Right.

Q. You would agree with me that somebody at NAB in
a position of responsibility made a decision not to
share with you their knowledge about the liquidation
proceedings in the Isle of Man, correct?

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1 A. Yes
 2 Q. Okay. And the question I put to you is: by not sharing
 3 that information with you when they instructed you,
 4 isn't it clear that your client was attempting to enter
 5 into this settlement knowing about the liquidation and
 6 not sharing that with you so that somehow they wouldn't
 7 have to deal with the reality of the liquidation in
 8 Isle of Man?
 9 A. I never had this feeling.

10 Q. How about today, how that you know?
 11 A. What has happened is a matter of record.

12 THE ARBITRATOR: Well, I am not sure that is a proper
 13 question.

14 MR NEWBERGER: Thank you. I have nothing further.
 15 Sir Anthony

16 THE ARBITRATOR: Right. Re-examination.

17 Re-examination by MR LEVY

18 MR LEVY: Mr Snell, I would just like to start by asking you
 19 questions which relate to a subject matter which came
 20 towards the end of Mr Newberger's cross-examination,
 21 relating to the payment of receipts.

22 A. Right.

23 Q. Could I ask you to turn up 234B.

24 A. 234B?

25 Q. Yes. The document I want to ask you about is entitled,

1 Jerry James', why do you say that?
 2 A. Sorry, sorry. Yes, on behalf of Broadsheet.
 3 Q. And what Broadsheet do you understand that to be
 4 referring to?
 5 A. I believe Colorado.

6 Q. Why do you say that?
 7 A. Because that is where it was existing at that point in
 8 time, and subject to the documentation that were to be
 9 brought in London.

10 Q. What do you understand the reference to, "has undergone
 11 winding up", to mean, in the third line of that
 12 document?

13 A. Yes, that means that Broadsheet, which has undergone
 14 winding up in the Isle of Man, or wherever that has been
 15 referred to.

16 Q. Thank you. You can put that document down now,
 17 Mr Snell.

18 You were asked a number of questions regarding
 19 a letter that Mr Sihel sent to NAB or government of
 20 Pakistan's lawyers in July 2006, do you remember that?

21 A. Right.

22 Q. And a number of questions were put to you on the premise
 23 that a conscious and deliberate decision had been made
 24 by the government of by NAB to not tell you about that
 25 letter. Do you remember those questions?

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1 "Payment receipt", it should have in the bottom
 2 right-hand corner NAB/126.
 3 Sorry, it is three pages down, I think.

4 THE ARBITRATOR: Yes, that's right.

5 MR LEVY: Yes, that is it. And it says,

6 "It is hereby affirmed that I, Mr Jerry James, son
 7 of Thomas James, resident of USA represent Broadsheet,
 8 which has undergone winding up and has been incorporated
 9 into Steeplechase Financial Services LLC, have full
 10 authority to receive the payment pursuant to the
 11 settlement agreement between Broadsheet and COPvNAB.
 12 And it is further affirmed that the said payment
 13 has been duly received by me, on behalf of Broadsheet
 14 vide demand draft in US dollars, in the amount of
 15 And it goes on. Do you see that?

16 A. Yes.

17 Q. Did your firm draft this document, Mr Snell?

18 A. Yes, I think we did that. But I'm not too sure. I have
 19 to check.

20 Q. What is your understanding of what that document is
 21 saying?

22 A. Basically it is saying that based on the instructions
 23 the payment is being made to Mr Jerry James on behalf of
 24 Steeplechase and Broadsheet.

25 Q. When you say, "The payment is being made to

1 A. Right.

2 Q. Do you have any reason to believe that a deliberate
 3 decision was made by the government, or by the NAB, not
 4 to tell you about that letter when you were informed?

5 A. No, there was -- I don't have any reasons to believe
 6 that there was a deliberate design to it or a deliberate
 7 plan to it. I just think they just did not mention it.

8 But the interaction that I have had with them over
 9 the several months for this thing, there was clearly no
 10 such preconceived design to (inaudible) me off. It was
 11 just they chose not to.

12 Q. Why do you think they didn't --

13 THE ARBITRATOR: I think that is probably as far as you can
 14 go without waiving privilege.

15 MR LEVY: Okay. And when this issue came up

16 in February 2008, you were telling Mr Newberger how you
 17 were informed by Mr James that Broadsheet had undergone
 18 a liquidation. In February 2009: were you, at that stage,
 19 told by your clients that they were aware of that
 20 previously?

21 A. No, I don't remember.

22 Q. You don't remember or you don't believe you were? You
 23 don't remember?

24 A. I don't remember.

25 Q. Fair enough.

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- 1 You will -- I want to ask you some questions
 2 regarding the meetings that you had in April 2007. You
 3 may remember that you were asked some questions about
 4 some communications that you had with Mr Pepper?
 5 A. Right.
 6 Q. And then that you met with Mr James?
 7 A. Right.
 8 Q. And a question was put to you by the Tribunal, where
 9 Sir Anthony said:
 10 "Dr Pepper insisted upon it..."
 11 "it being a separate meeting, between IAR and
 12 Broadsheet."
 13 "...and then you had a meeting with Mr James
 14 alone?"
 15 Do you remember that exchange?
 16 A. Correct.
 17 Q. And you said in response to that question from
 18 Sir Anthony
 19 "But before that, sir, there was an email from
 20 Mr Tisdale who introduced Broadsheet..."
 21 And said that Broadsheet wanted to meet with you.
 22 Do you remember that exchange?
 23 A. Right, right.
 24 Q. Could I just ask you to turn up document 2219, please.
 25 A. Right.

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- 1 Q. I'm just waiting for Sir Anthony to turn the document
 2 up.
 3 THE ARBITRATOR. Thank you.
 4 MR LEVY. Sir, this is an email from Mr Tisdale to you,
 5 saying:
 6 "As you may be aware from your review of NAB file
 7 regarding Broadsheet, our firm has acted as counsel to
 8 and as authorised representatives of Broadsheet in
 9 connection with its agreement with the GOP. In that
 10 capacity, we have been made aware of your March 30, 2007
 11 communication with William Pepper on behalf of IAR."
 12 When goes on to talk about a meeting with
 13 Mr Malik, setting up a meeting. Do you see that?
 14 A. Right.
 15 Q. Is that one of the communications that you had in mind
 16 when you gave your answer to Sir Anthony?
 17 A. Yes.
 18 THE ARBITRATOR. There is no sign of any bad blood between
 19 them in this letter, is there?
 20 A. Between?
 21 THE ARBITRATOR. Between Mr Tisdale and Mr Pepper.
 22 A. Yes, not here.
 23 THE ARBITRATOR. No. Because -- it is Mr Tisdale
 24 A. Right.
 25 THE ARBITRATOR. Proposing a joint -- a meeting

- 1 Tisdale saying:
 2 "It is my pleasure to write to you again, in my
 3 capacity as counsel to and authorised representative of
 4 Broadsheet in connection with its agreement with the
 5 GOP, this letter shall serve to acknowledge your email
 6 communication to me dated as of today's date, you have
 7 confirmed a meeting at which you will be present, along
 8 with a legal associate and Mr Saqib as representative of
 9 NAB."

- 10 And he says that:
 11 "I will let you know the venue of the meeting."
 12 And then he continues that:
 13 "Mr Malik is the authorised and designated
 14 representative of Broadsheet in Pakistan, and he is
 15 specifically authorised to allow representatives of NAB
 16 to review Broadsheet's files in Pakistan."

- 17 Do you see that?
 18 A. Yes.
 19 Q. Again, is that one of the communications you had in
 20 mind?
 21 A. Yes, this was the communication I had in mind when
 22 I mentioned to you that Mr Tisdale was directly
 23 communicating.
 24 Q. So, following these communications, what was your
 25 understanding of who was responsible for the Broadsheet

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1 negotiations following those meetings, following those
 2 communications?
 3 A. It was Jerry James and Tariq Hawad and Mr Tisdale.
 4 Q. I would just like to you ask you something -- I would
 5 just like to refer to the transcript, an exchange you
 6 had with Mr Newberger, which is at page 190 of the
 7 [Draft] transcript. And these are some questions about
 8 documents or an exchange that you had with Mr James
 9 in March -- 5 March 2008. And just for the transcript,
 10 Compendium from the bottom of page 189 in the [Draft]
 11 transcript. And Mr Newberger says:

12 Question: You get an email -- there is an email
 13 from you to Mr James and Mr Malik about the settlement
 14 and it says:

15 "We have received communications from NAB,
 16 they are referring to minutes of the meeting,
 17 and want clear proof of expenses incurred up to
 18 \$1.5 million US be provided so that the matter
 19 can be processed further. The documents
 20 received from Mr Hawad has been forwarded to
 21 NAB."
 22 And you said:

23 Answer: There were some other documents as well,
 24 some other documents were forwarded."
 25 And Mr Newberger said:

1 right hand corner. There are some corporate documents
 2 as well. There is the assignment, there is the notary,
 3 there is the certificate.

4 A. Yes, right.
 5 Q. I just wanted to check, were those the documents that
 6 you were referring to in your answer?

7 A. That's right.
 8 Q. If you just keep that document there, there was --
 9 remember you were taken to a letter dated February 2008,
 10 which is H2300. It was put to you -- this is a document
 11 from Broadsheet --

12 A. Right.
 13 Q. -- a fax cover sheet. And it was put to you by
 14 Mr Newberger that this actually had a Denver, Colorado
 15 address at the bottom, do you remember that?
 16 A. Right.
 17 Q. And you responded about documents with that address had
 18 been there for a long time, or something like that.
 19 Do you remember that?

20 A. Right.
 21 Q. Can I just -- the documents that you were just looking
 22 at, 2303, if you can turn that up. And if you go to the
 23 document HAB01106. These were the documents you were
 24 seen on 8 March, and it is a letter from Broadsheet,
 25 dated November 2008 do you see that?

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1 Question: What were those documents?
 2 And you said:
 3 Answer: There were a few documents, because we
 4 were asking them to provide details of some information,
 5 and we will send those documents and we had passed it on
 6 to --

7 And then Mr Newberger interrupts you and
 8 says

9 Question: Well, so far what we have looked at was
 10 actually in the fax to you, there is the assignment,
 11 there is the resolution for Broadsheet Colorado, there
 12 is the notary. What other documents were you referring
 13 to?

14 I just wanted to make sure that we were clear as to
 15 what those documents were. Can you turn up H2303,
 16 please.

17 A. Right.

18 Q. So these are -- the cover page of this is documents
 19 received by Mr Soofi from Broadsheet's representative.
 20 Do you see that?

21 A. Right, right.

22 Q. And then if you look through, there are a lot of
 23 documents about the targets.

24 A. Right.

25 Q. And then towards the end, it says HAB01246 in the bottom

1 A. Right.

2 Q. And that has also got a Colorado -- was that the kind of
 3 communication that you had in mind when you gave that
 4 answer?

5 A. That's right.

6 MR LEVY: Sir Anthony, I have no further questions for the
 7 witness.

8 MR NEWBERGER: May I ask one follow-up question?

9 THE ARBITRATOR: Arising out of re-examination?

10 MR NEWBERGER: Yes, it is. One, yes.

11 THE ARBITRATOR: Yes

12 Further cross-examination by MR NEWBERGER

13 MR NEWBERGER: Mr Soofi, are you aware that Mr Tisdale was
 14 briefed in this case, both in written submissions and
 15 before Sir Anthony last week?

16 A. Yes.

17 Q. Are you aware that he testified that he was unaware in
 18 2007, regarding any liquidation proceedings in the
 19 Isle of Man regarding the claimant, Broadsheet?

20 A. I am not aware of that.

21 MR NEWBERGER: Okay, thank you. That was my only question.
 22 Sir Anthony

23 A. But the --

24 MR NEWBERGER: That was my question.

25 A. I am just explaining. It is difficult. It is very complex.

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1 this
 2 MR NEWBERGER: I think that is inappropriate, Sir Anthony.
 3 Questions by THE ARBITRATOR:
 4 THE ARBITRATOR: I'm afraid I have to go back to the
 5 settlement agreement. That is number 2344. Because
 6 I noticed that there is a further reference which we
 7 ought to ask you about in recital (g).

8 A. BaghL
 9 THE ARBITRATOR: That starts on the third page, but if you
 10 turn to the last sentence of that:

11 "However, BS was also reincorporated in Denver,
 12 Colorado, after Broadsheet LLC Gibraltar was under
 13 winding-up."

14 Is that part of your draft?

15 A. Yes, but I think,

16 THE ARBITRATOR: Was that part of your draft?
 17 A. I think it should have been better drafted to
 18 demonstrate that afterwards Broadsheet LLC Isle of Man
 19 was under winding up afterwards. So it is -- the word
 20 "Former" should have been more -- there should have been
 21 a full stop:

22 "However BS was also reincorporated in Denver
 23 Colorado."

24 Then it should have been,

25 Thereafter Broadsheet LLC Isle of Man was under

1 counsel and his financial and tax consultants, so he was
 2 looking at all options. One option was to revive the
 3 company, to restructure it as it were, and sell it out
 4 to somebody, or completely packed with the winding up
 5 is a whole. So that is why.

6 THE ARBITRATOR: Did you envisage that it had been dissolved
 7 already?

8 A. No.

9 THE ARBITRATOR: You said, "To revive the company", you mean
 10 take it out of winding up?

11 A. Take it out of winding up.

12 THE ARBITRATOR: Would it be fair to say that almost any
 13 form of winding up, except possibly a creditor's
 14 voluntary winding up, involves a liquidation?

15 A. I do.

16 THE ARBITRATOR: Yes. So you were aware that there was
 17 a liquidation of the Isle of Man company, did you ever
 18 have any communication with him at all?

19 A. No, we didn't.

20 THE ARBITRATOR: Well, what was your feeling about him? Was
 21 he no longer relevant as a party?

22 A. No, we were relying on the assignment deed. And that is
 23 what -- the assurance was given to us by Jerry James as
 24 well, that that's something he is handling we don't
 25 need to worry about that, it is a small issue.

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1 winding-up?

2 THE ARBITRATOR: On any view, that refers to a wind-up. Let
 3 me just ask you this first. On any view, therefore,
 4 this is recognising that, at the date of this agreement,
 5 Broadsheet (Gibraltar) was a new company?

6 A. Yes.

7 THE ARBITRATOR: Because Broadsheet Gibraltar had been wound
 8 up or was under winding up?

9 A. No, it is, what we wanted to say here is that Broadsheet
 10 (Gibraltar) was incorporated apparently in 2007.

11 THE ARBITRATOR: Yes.

12 A. And much later the winding up proceedings were filed
 13 This is a version from Jerry James.

14 THE ARBITRATOR: These were James's words?

15 A. This was a version which Jerry gave to us in terms of
 16 explaining that the winding up has just been filed. It
 17 is a restructuring issue and so on and so forth. So
 18 what we should have said here, after the full chapter
 19 "Afterwards Broadsheet LLC, Isle of Man, was under
 20 winding up."

21 THE ARBITRATOR: I see. What did you understand by "Under
 22 winding up?"

23 A. That he was trying to voluntarily wind up, in order
 24 to close the business down. And it was just a matter of
 25 time, because he said he was seeking advice from his

1 THE ARBITRATOR: Thank you. Any questions?

2 MR NEWBERGER: Nothing further.

3 THE ARBITRATOR: Any questions?

4 MR LEVY: No, sir.

5 THE ARBITRATOR: Thank you very much indeed, Mr Soof. You
 6 have had a long day and you have been very helpful.
 7 Thank you very much indeed.

8 A. Thank you.

9 THE ARBITRATOR: You are free, of course, from any
 10 restraints.

11 Good.

12 (The witness withdrew)

13 MR NEWBERGER: Can we take a two-minute break to get the
 14 next witness to here?

15 THE ARBITRATOR: Let's find out what is happening next.

16 MR LEVY: Mr Ahsan is next.

17 MR NEWBERGER: This was the chairman of the NAB at the time
 18 of the settlement?

19 THE ARBITRATOR: Let's have a look. Well, we can have
 20 a formal break, if you like, but the witness is here.

21 MR NEWBERGER: We might have a shorter break if we have
 22 a longer break.

23 THE ARBITRATOR: I will give you quite a long break; one
 24 We will break for five minutes.

25 (5:15 pm)

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M. Khan
Government of Pakistan
Law and Justice Division
Law-II Section

(W)
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No.Dy.618/07-Law-II

Islamabad the 29th April 2008

OFFICE MEMORANDUM

Subject: Settlement with M/s Broadsheet (BS) – A asset recovery company.

The undersigned is directed to refer to the National Accountability Bureau's Letter No.23/1/08-CW/208 dated 15.04.2008 on the above-mentioned subject and to state that the draft Settlement Agreement has been vetted from legal point of view subject to observations made therein as in pencil.

for M. Khan
(Muhammad Kaleem Khan)
Section Officer

✓ National Accountability Bureau,
(Mr. Hasan Saqib),
Deputy Director,
Glaçgalad.

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SETTLEMENT AGREEMENT

This Agreement is entered into between the Government of the Islamic Republic of Pakistan ("GOP") through the National Accountability Bureau ("NAB") of the Government of Pakistan, Attaturk Avenue, G-5/2, Islamabad, the Islamic Republic of Pakistan, (hereinafter referred to as the "NAB" which expression shall mean and include its legal representatives, successor entities, administrators, etc through Chairman NAB, Mr. Navid Ahsan of the FIRST PART)

AND

a) Broadsheet LLC, incorporated vide incorporation certificate dated _____ (copy enclosed) under the laws of _____ and having its registered office at _____, (hereinafter referred to as the "BS" which expression shall mean and include its sponsors, legal representatives, partners, directors, executors, chairman, shareholders, office bearers, permitted assigns, successors-in-interest, predecessors-in-interest, administrators, etc through its Chairman, Mr. Jerry James, duly authorized vide Board Resolution dated _____ passed by the Board of Broadsheet LLC)

AND

b) Steeplechase Financial Services LLC, incorporated vide incorporation certificate dated _____ (copy enclosed) under the laws of Colorado, USA and having its registered office at _____, which under the Assignment Agreement dated 4th January, 2005 (copy enclosed) is fully

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authorized to step into the shoes of Broadsheet LLC Gibraltar and receive the interest/claim of Broadsheet LLC under winding-up from the GOP (hereinafter referred to as the "Steeplechase" which expression shall mean and include its sponsors, legal representatives, partners, directors, executors, chairman, shareholders, office bearers, permitted assigns, successors-in-interest, predecessors-in-interest, administrators, etc through its Manager, Mr. Jerry James, duly authorized vide Board Resolution dated _____ passed by the Board of Steeplechase Financial Services LLC)

AND

c) Mr. E. Jerry James, son of _____, passport number _____ resident of _____, Colorado, USA and having his registered office at _____, as shareholder and beneficiary of Broadsheet LLC under winding-up (hereinafter referred to as the "Jerry James" which expression shall mean and include his sponsors, legal representatives, partners, directors, executors, shareholders, permitted assigns, successors-in-interest, predecessors-in-interest, etc) of the SECOND PART

(Steeplechase, BS and Jerry James hereinafter also referred to collectively as the "Second Party").

(NAB, Steeplechase, BS and Jerry James hereinafter also referred to collectively as the "Parties").

RECITALS

WHEREAS:-

- (H) (B)
- A. The NAB is authorized on behalf of the Government of Pakistan to enter into this Agreement;
 - B. The NAB and BS entered into a Commercial Services Agreement dated 20th June, 2000 (the "Commercial Services Agreement") in accordance with which BS agreed to provide asset recovery services focusing on specifically targeted individuals and companies, on a contingency basis;
 - C. A dispute arose between the NAB and the BS with respect to the obligations, performance and carrying out of those services by BS and BS was asked by NAB to stop undertaking any further steps pursuant to the Commercial Services Agreement and that the same stood terminated;
 - D. BS claims a sum of US \$ 515.6 Million from NAB/GOP on the basis of its interpretation of clause 4 of the Commercial Services Agreement and in this regard target wise calculations are enclosed. NAB disagreed with the amount of the claim.
 - E. BS was prepared to move into arbitration under the Commercial Services Agreement and press the aforesaid claim, along with damages before the Chartered Institute of Arbitrators at Dublin.
 - F. However, later The NAB and BS entered into negotiations for the purpose of seeking closure of the entire matter through a settlement of the dispute. In this regard, the parties held a detailed meeting in London during which the respective claims were contested (Minutes of Meeting are enclosed with this Agreement).

(b) 250

G. Meanwhile, BS assigned and transferred, through an Assignment Agreement dated 4th January, 2005 (hereinafter referred to as the "Assignment Agreement"), to Steeplechase all of its right, title, interests (including claims etc) in connection with the Agreement entered into with the Government of Pakistan through the Chairman of the National Accountability Bureau (NAB) dated 20th June, 2000. (A copy of the said Assignment Agreement is appended with this Agreement). However, BS was also re-incorporated in Denver, Colorado after Broadsheet LLC Gibraltar was under winding-up.

H. Further to those negotiations terms and conditions of a full and final settlement have been agreed;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein agreed, the Parties intending to be legally bound herein agree as follows:

TERMS & CONDITIONS

1. Full and Final Settlement

The Parties agree that the terms and conditions set out herein constitute the full and final resolution of the dispute concerning and arising from all claims issues, complaints, counter claims etc between the Parties.

2. Entire Agreement and Successors in Interest

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon the executors.

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administrators, personal representatives, heirs, successors and permitted assigns of each Party.

3. Release and Discharge

In consideration of the NAB's agreement to make the settlement payment (mentioned in clause "7" below), the Second Party fully and finally releases and forever discharges the NAB and the Government of Pakistan or its any entity, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which the Second Party pleads, or which may hereafter accrue or otherwise be acquired by the Second Party.

In consideration of the Second Party's agreement to the terms and conditions of this Agreement, and subject to the terms contained herein, the NAB also releases and discharges the Second Party, of and from any and all past present or future claims, counter claims, demands, obligations, actions causes of action, rights, damages, costs, loss of services, expenses and compensation by the NAB and the Government of Pakistan.

4. Warranty of Capacity to Execute Agreement

- A. The Second Party represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein, and that Sleepchase has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.
- B. The Second Party agrees to indemnify the NAB/Government of Pakistan from any claims, demands and causes of action that a person or entity

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may prefer against the NAB/Government of Pakistan and shall exclusively defend and settle such claims, clauses and causes of action.

- C. It is warranted that the Assignment Agreement dated 4th January, 2005 is legally valid, has not been challenged in any legal form including in the winding up proceedings of Broadsheet LLC Gibraltar. It is further warranted that the claim/interest that is subject matter of the present Agreement is not at present a subject matter of winding-up proceedings nor is it listed as a claim before the liquidator.
- D. The executants of the Agreement on behalf of the Second Party have full capacity to enter into this Agreement and in case of any defect in the said capacity, the executants in their personal capacity and BS and Steeplechase in their corporate capacity hereby indemnify the NAB/Government of Pakistan against any consequences including attempted revival of claims etc.

5. Termination of Service Agreement

- A. The Parties agree that the Commercial Services Agreement stands terminated completely and effectively and is null and void. (A copy of the said Commercial Services Agreement is appended with this Agreement).
- B. The termination shall also be applicable to persons or entities, registered with BS pursuant to the Commercial Services Agreement (hereinafter referred to as the "targets"). For the removal of doubt, the termination shall also apply to the provisions of para 18.5 of the Commercial Services Agreement notwithstanding anything contained therein.

6. Cancellation of Powers of Attorney

- (1) A. The Second Party agrees that all Powers of Attorney and any other permissions to obtain information, initiate and pursue investigation, litigation, request for information with respect to the registered names/entities under the Commercial Services Agreement stand revoked and cancelled effectively and are null and void.
- B. For the removal of doubt, the termination shall also apply to the provisions of para 18.7 of the Commercial Services Agreement notwithstanding anything contained therein.

7. Settlement Amount

The Parties agree that in full and final settlement of its claims BS shall receive one time payment of US Dollars one million and five hundred thousand (\$1,500,000).

8. Payment Schedule

The Parties agree that the settlement payment referred to in Clause "7" above shall be made to BS through a demand draft drawn in the name of BS and handed over to its representative.

9. Return of all Documents and Information

A. The Parties agree that simultaneously with the receipt of the settlement amount the Second Party shall:

- (i) provide/handover all original documents, copies, communications, prints and all other forms of information and shall box up all of the residual files in its possession and deliver to the NAB or its designated official in person all the

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aforementioned material and obtain a written note acknowledging the receipt of record being returned or handed over;

- (ii) hand over and return all original Powers of Attorney issued pursuant to the Commercial Services Agreement mentioned in Clause "6" above;
- (iii) hand over all and any authorizations received from the Government of Pakistan or the NAB for request for information, Mutual Legal Assistance, initiation of investigations in foreign jurisdictions, initiation and pursuit of judicial proceedings etc;
- (iv) hand over all details of the information obtained and material recovered through its Consultants in respect of work done pursuant to the Commercial Services Agreement;
- (v) provide details of any and all requests for Mutual Legal Assistance and/or letter(s) requesting information pertaining to which information is still awaited from the concerned authorities, In this respect, the Second Party agrees that any such request for Mutual Legal Assistance and/or letter(s) and any copies thereof shall be handed over by the Second Party to NAB;
- (vi) provide information regarding any investigative and/or judicial proceedings pending pursuant to the Powers of Attorney mentioned in Clause "6" above.

B. The form of the record being handed over to the NAB includes paper material, images, scanned data, electronic data on computer, hard disks/online storage facilities/removable storage devices, CDs, DVDs, and Floppy disks etc.

10. Prohibition of Use of Information

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- A. The Second Party shall not use or share the information obtained in connection with or arising from its work under the Commercial Services Agreement in any manner whatsoever and shall not use the information in articles, books, press, media, speeches, discussions or otherwise.
 - B. The Second Party shall not use or disseminate the information on the targets whether that was obtained by them, provided to them by the NAB or accumulated while working on the targets by BS or any firm/consultants hired by BS for investigative purposes etc.
 - C. In case of any use of the said information, the Second Party hereby indemnifies the Government of Pakistan and/or the NAB in respect of any claims for compensation or any other form of loss by persons or entities. The Second Party agrees to exclusively itself defend at its own cost and settle for such claims etc.

11. Disclosure

- A. The Second Party declares and warrants that the original documents, letter, copies, residual files/material referred to in this Agreement (Clause "9" above in particular) being handed over to the NAB, constitute the entire record in the custody of the Second Party, its Consultants, associates, partners, legal representatives, shareholders and directors etc. with respect to BS's work under the Commercial Services Agreement and nothing has been withheld by the Second Party.
- B. The Second Party shall simultaneously with the receipt of the Settlement amount provide a notarized affidavit to the effect that all documents provided by the NAB and any information, records, materials etc collected or received by BS pursuant to or in respect of its work under the

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Commercial Services Agreement have been returned and that nothing has been withheld in any form whatsoever.

12. Confidentiality

The Parties agree that the terms and conditions of this Agreement shall be strictly confidential and shall not be disclosed to any persons or entities, other than their officials, professional advisers and consultants who themselves shall be similarly bound. In case of any disclosure by the Second Party, the Second Party hereby indemnifies for and to the extent as provided in the preceding clauses of this Agreement.

13. Amendments

The Agreement may be amended at any time through mutual written consent of the Parties.

14. Notices

The Parties agree that any notices required or desired to be given in respect of this Agreement shall be in writing and delivered to the address of the receiving Party first set out above.

15. Exclusive Understanding

The Parties agree that this Agreement constitutes the full, complete and exclusive understanding of the matters covered in this Agreement superseding any prior representations, verbal or written understandings as well as all prior negotiations and undertakings and contains all terms and conditions pertaining to the subject matter hereof.

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16. Separability

The Parties agree that should any clause, paragraph, phrase or line become or be declared unlawful or unenforceable, then it shall be deemed to have been separated from the rest of the provisions of this Agreement which shall remain in full force and effect.

17. Event of Claim

In the event of any claim raised against the Government of Pakistan or the NAB by anyone, any Court, liquidator, provisional manager etc whether under any right, assignment etc or on behalf of the Second Party in respect of any issue relating to or arising from the Commercial Services Agreement the Second Party and the present executants on its behalf of this Agreement shall be responsible for the same and defend them at their own cost and the Government of Pakistan or NAB stands indemnified against any such claim.

18. Meeting to Conclude the Settlement

1. In case the Parties meet at a pre designated venue then the following proceedings shall take place:

A. hand over of the demand draft by the Representatives of the Government of Pakistan to the representative of the Second Party (mentioned in Clause "8" above);

B. receiving formal custody of all the material, record, residual files as mentioned in the preceding provisions of this Agreement by the Representatives of the Government of Pakistan from representative of the Second Party;

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- C. exchange of signed instruments of Agreement;
 - D. presence of officials from both sides;
 - E. Minutes of Meeting for the entire proceedings to be duly recorded and approved by the Parties.
2. The Parties agree that the order from A through E of proceedings as listed in clause 18.1 above does not provide for indicates hierarchy or individual importance amongst the proceedings. All proceedings shall be completed and each proceeding shall take effect simultaneously with other proceedings.

19. Governing Law

The Parties agree that this Agreement shall be governed and construed in accordance with the English Law.

20. Dispute Resolution

The Parties agree that any dispute concerning with or arising from this Agreement or derived from the terms and conditions herein shall be finally resolved by arbitration in accordance with the Rules of the Chartered Institute of Arbitrators before a single arbitrator in London with the proceedings conducted in the English language and with each side being responsible for its costs and any right of appeal hereby waived to the extent allowed by law

21. Additional Documents

- A. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be

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necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement

- 2) B. The representatives of the Second Party undertake to sign and execute any document after this Agreement that the NAB or the Government of Pakistan may require for its internal procedures.

22. Costs and Legal Fees

The Parties agree to bear their own costs and attorney's fees in connection with the negotiations and execution of this Agreement.

23. Authorized Signatories

The Parties confirm, warrant and represent that the individuals executing this Agreement on behalf of them are authorized to do so and further warrant and represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Agreement invalid.

24. Effectiveness

This Agreement shall take effect from the date of the signing of this Agreement.

WHEREFORE, the Parties intending to be legally bound execute this Agreement
at _____ as of the _____ day of [MONTH] , 2008.

AGREED:

Government of Pakistan
(through the National Accountability Bureau)

AGREED:

Broadsheet LLC

100 200

By: E Jerry James (**Chairman**)

(Authorized signature)

(Authorized signature)

AGREED:

AGREED:

Steeplochase Financial Services LLC

Mr. E Jerry James

By: E Jerry James (**Manager**)

Shareholder & beneficiary of
Broadsheet LLC (under winding-
up)

Date:

WITNESSES

Witness

Witness

Name: _____

Name: _____

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Signature: _____

(A)

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Signature: _____

Witness

Name: _____

Witness

Name: _____

Signature: _____

Signature: _____



Asmat Sarf

GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
ATA TURK AVENUE, G-6/2
ISLAMABAD

No. 23/1/08 - OW / 2-86
14th May 2008

To:

Mr. Abdul Basit
Deputy High Commissioner
Pakistan High Commission
35-36 Lowndes Sq. London, SW1X 9JN
London - United Kingdom

Subject: Settlement with M/s Broadsheet (BS) -- a Private Asset Recovery Company

The undersigned is directed to state that National Accountability Bureau (NAB), in the year 2000, acquired services of two private asset recovery companies to trace, identify and recover, illegally accumulated assets of certain high profile individuals.

2. However both the companies failed to meet their obligations under the agreement and NAB had to terminate the agreement with them. Both the companies disputed termination of the agreement and pressed claims against NAB / GoP by serving notices for arbitration. NAB negotiated separately with each company for a settlement and the 'settlement' itself along with the amounts involved were approved by the Prime Minister of Pakistan on the recommendations of a specially formed committee. All the settlement documents have been vetted and approved by the Ministry of Law.

3. As you would recall, NAB 'settled' with the first asset recovery company (M/s International Asset Recovery – IAR) through your good offices in January 2008. NAB had also concluded negotiations with the second company, M/s Broadsheet, by late 2007 but certain modalities needed to be streamlined. Having done so NAB on behalf of GoP is now ready to pay the settlement amount to the representative of M/s Broadsheet at London on the 16th of May 2008. M/s Broadsheet have agreed to settle for an amount of US\$ 1.5 million. However on the 16th of May half of the amount (US\$ 0.75 million) will be paid to M/s Broadsheet and the other half will be paid before 31st of September 2008. This arrangement has been reflected in the 'settlement agreement'.

4. As in the case of M/s IAR the payment to M/s Broadsheet is to be made through the Pakistan's High Commission in London on behalf of NAB / GoP. To conclude the settlement, the High Commission is requested for the following actions:

- a. The Deputy High Commissioner may please act as the officer on behalf of NAB / GoP to receive the signed settlement agreement and to hand over in exchange the demand draft to the authorized representative of

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M/s Broadsheet. (The 'settlement agreement' – vetted and approved by the Ministry of Law – is enclosed with this letter as **Annexure A**). The High Commission will be informed, through a separate communication, about the exact amount that would be transferred to London to make the payment (because of the fluctuating exchange rate the amount transferred may be a fraction less than US\$ 0.75 million. M/s BS has been informed of this eventuality).

- b. Three Affidavits are also to be signed by the representatives of M/s Broadsheet in the following order (copies enclosed as **Annexure B**).
- i) Mr. E. Jerry James as representative of M/s Broadsheet.
 - ii) Mr. E. Jerry James as representative of Steeplechase Financial Services
 - iii) Mr. Tariq Fawad Malik as representative of M/s Broadsheet.
- c. The meeting may be documented and the minutes be drawn and signed by the representatives of both parties (An advance draft of the 'minutes of the meeting' is enclosed as **Annexure C** which may also be treated as the agenda of the meeting).
- d. On behalf of M/s Broadsheet the following two persons will attend the meeting at the Pakistan High Commission:
- i) Mr. E. Jerry James
 - ii) Mr. Tariq Fawad Malik
- e. The 'payment receipt' may also be obtained from the representatives of M/s Broadsheet (Draft receipt is enclosed as **Annexure D**).

5. The matter may please be treated as urgent. Your cooperation in the matter will be highly appreciated.

[Signature] 14/5/2008
Hasan Saqib
Deputy Director
NAB Headquarters
Islamabad
Ph: +91-51-8208044
[Signature] o/c

SEND/RECEIVE

b6

May, 14 2008 03:56PM

YOUR LOGO : DC NNB HQ 150
YOUR FAX NO. : 0092 51 9207162

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT	*CODE
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*CODE = FOR SERVICE CENTRE USE ONLY

TO TURN OFF REPORT, PRESS 'MENU' #04.
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May. 14 2008 04:12PM

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THEN SELECT OFF BY USING '+' OR '-'.

A

SETTLEMENT AGREEMENT

This Agreement is entered into between the Government of the Islamic Republic of Pakistan ("GOP") through the National Accountability Bureau ("NAB") of the Government of Pakistan, Ataturk Avenue, G-5/2, Islamabad, the Islamic Republic of Pakistan. (hereinafter referred to as the "NAB" which expression shall mean and include its legal representatives, successor entities, administrators, etc through Chairman NAB, Mr. Navid Ahsan of the FIRST PART)

AND

a) Broadsheet LLC, incorporated vide incorporation certificate dated _____ (copy enclosed) under the laws of _____ and having its registered office at _____, (hereinafter referred to as the "BS" which expression shall mean and include its sponsors, legal representatives, partners, directors, executors, chairman, shareholders, office bearers, permitted assigns, successors-in-interest, predecessors-in-interest, administrators, etc through its Chairman, Mr. Jerry James, duty authorized vide Board Resolution dated _____ passed by the Board of Broadsheet LLC)

AND

b) Steeplechase Financial Services LLC, incorporated vide incorporation certificate dated _____ (copy enclosed) under the laws of Colorado, USA and having its registered office at _____, which under the Assignment Agreement dated 4th January, 2005 (copy enclosed) is fully authorized to step into the shoes of Broadsheet LLC Gibraltar and receive the interest/claim of Broadsheet LLC under winding-up from the GOP (hereinafter referred to as the "Steeplechase" which expression shall mean and include its

sponsors, legal representatives, partners, directors, executors, chairman, shareholders, office bearers, permitted assigns, successors-in-interest, predecessors-in-interest, administrators, etc through its Manager, Mr. Jerry James, duly authorized vide Board Resolution dated _____ passed by the Board of Steeplechase Financial Services LLC)

AND

c) Mr. E. Jerry James, son of _____, passport number _____, resident of _____, Colorado, USA and having his registered office at _____: as shareholder and beneficiary of Broadsheet LLC under winding-up (hereinafter referred to as the "Jerry James" which expression shall mean and include his sponsors, legal representatives, partners, directors, executors, shareholders, permitted assigns, successors-in-interest, predecessors-in-interest, etc) of the SECOND PART

(Steeplechase, BS and Jerry James hereinafter also referred to collectively as the "Second Party").

(NAB, Steeplechase, BS and Jerry James hereinafter also referred to collectively as the "Parties").

RECITALS

WHEREAS:-

- A. The NAB is authorized on behalf of the Government of Pakistan to enter into this Agreement;
- B. The NAB and BS entered into a Commercial Services Agreement dated 20th June, 2000 (the "Commercial Services Agreement") in

accordance with which BS agreed to provide asset recovery services focusing on specifically targeted individuals and companies, on a contingency basis;

- C. A dispute arose between the NAB and the BS with respect to the obligations, performance and carrying out of those services by BS and BS was asked by NAB to stop undertaking any further steps pursuant to the Commercial Services Agreement and that the same stood terminated;
- D. BS claims a sum of US \$ 515.6 Million from NAB/GOP on the basis of its interpretation of clause 4 of the Commercial Services Agreement and in this regard target wise calculations are enclosed. NAB disagreed with the amount of the claim;
- E. BS was prepared to move into arbitration under the Commercial Services Agreement and press the aforesaid claim along with damages before the Chartered Institute of Arbitrators at Dublin;
- F. The NAB and BS entered into negotiations for the purpose of seeking closure of the entire matter through a settlement of the dispute. In this regard, the Parties held a detailed meeting in London during which the respective claims were contested (Minutes of Meeting are enclosed with this Agreement) ;
- G. Meanwhile, BS assigned and transferred, through an Assignment Agreement dated 4th January, 2005 (hereinafter referred to as the "Assignment Agreement"), to Steeplechase all of its rights, title, interest (including claims etc) in connection with the Agreement entered into with the Government of Pakistan through the Chairman of the National Accountability Bureau (NAB) dated 20th June, 2000. (A copy of the said

Assignment Agreement is appended with this Agreement). However, BS was also re-incorporated in Denver, Colorado after Broadsheet LLC Gibraltar was under winding-up.

- H. Further to those negotiations terms and conditions of a full and final settlement have been agreed;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein agreed, the Parties intending to be legally bound herein agree as follows:

TERMS & CONDITIONS

1. Full and Final Settlement

The Parties agree that the terms and conditions set out herein constitute the full and final resolution of the dispute concerning and arising from all claims, issues, complaints, counter claims etc between the Parties.

2. Entire Agreement and Successors in Interest

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon the executors, administrators, personal representatives, heirs, successors and permitted assigns of each Party.

3. Release and Discharge

In consideration of the NAB's agreement to make the settlement payment (mentioned in clause '7' below), the Second Party fully and finally releases and forever discharges the NAB and the Government of Pakistan or its any entity, of and from any and all past, present or future claims, demands,

obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which the Second Party pleads, or which may hereafter accrue or otherwise be acquired by the Second Party.

In consideration of the Second Party's agreement to the terms and conditions of this Agreement, and subject to the terms contained herein, the NAB also releases and discharges the Second Party, of and from any and all past, present or future claims, counter claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation by the NAB and the Government of Pakistan.

4. Warranty of Capacity to Execute Agreement

- A. The Second Party represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein, and that Steeplechase has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.
- B. The Second Party agrees to indemnify the NAB/Government of Pakistan from any claims, demands and causes of action that a person or entity may prefer against the NAB/Government of Pakistan and shall exclusively defend and settle such claims, clauses and causes of action.
- C. It is warranted that the Assignment Agreement dated 4th January, 2005 is legally valid, has not been challenged in any legal forum including in the winding up proceedings of Broadsheet LLC Gibraltar. It is further warranted that the claim/interest that is subject matter of the present Agreement is not at present a subject matter of winding-up proceedings nor is it listed as a claim before the liquidator.

249) 447

D. The executants of the Agreement on behalf of the Second Party have full capacity to enter into this Agreement and in case of any defect in the said capacity, the executants in their personal capacity and BS and Steeplechase in their corporate capacity hereby indemnify the NAB/Government of Pakistan against any consequences including attempted revival of claims etc.

5. Termination of Services Agreement

- A. The Parties agree that the Commercial Services Agreement stands terminated completely and effectively and is null and void. (A copy of the said Commercial Services Agreement is appended with this Agreement).
- B. The termination shall also be applicable to persons or entities, registered with BS pursuant to the Commercial Services Agreement (hereinafter referred to as the "targets"). For the removal of doubt, the termination shall also apply to the provisions of para 18.5 of the Commercial Services Agreement notwithstanding anything contained therein.

6. Cancellation of Powers of Attorney

- A. The Second Party agrees that all Powers of Attorney and any other permissions to obtain information, initiate and pursue investigation, litigation, request for information with respect to the registered names/entities under the Commercial Services Agreement stand revoked and cancelled effectively and are null and void.
- B. For the removal of doubt, the termination shall also apply to the provisions of para 18.7 of the Commercial Services Agreement notwithstanding anything contained therein.

7. Settlement Amount

The Parties agree that in full and final settlement of its claims BS shall receive a total payment of US Dollars one million and five hundred thousand (\$1,500,000).

8. Payment Schedule

The Parties agree that the settlement payment referred to in Clause "7" above shall be made in two installments to BS through demand drafts drawn in the name of BS and handed over to its representatives.

The first installment of USD _____ (\$_____) shall be paid to the representative of BS, on _____ day of May 2008 through the High Commission of Pakistan in London

The second installment shall be paid to the representative of BS, at a venue to be mutually agreed by the Parties, on or before 31st September, 2008.

9. Return of all Documents and Information

A. The Parties agree that simultaneously with the receipt of the settlement amount the Second Party shall:

- (i) show originals and provide/handover copies of all documents, communications, prints and all other forms of information and shall box up all of the residual files in its possession and deliver to the NAB or its designated official in person all the aforementioned material and obtain a written note

acknowledging the receipt of record being returned or handed over;

- (ii) show originals and hand over and return copies of all Powers of Attorney issued pursuant to the Commercial Services Agreement mentioned in Clause "6" above;
- (iii) show originals and hand over copies of all and any authorizations received from the Government of Pakistan or the NAB for request for information, Mutual Legal Assistance, initiation of investigations in foreign jurisdictions, initiation and pursuit of judicial proceedings etc;
- (iv) hand over all details of the information obtained and material recovered through its Consultants in respect of work done pursuant to the Commercial Services Agreement;
- (v) provide details of any and all requests for Mutual Legal Assistance and/or letter(s) requesting information pertaining to which information is still awaited from the concerned authorities. In this respect, the Second Party agrees that any such request for Mutual Legal Assistance and/or letter(s) and any copies thereof shall be handed over by the Second Party to NAB;
- (vi) provide information regarding any investigative and/or judicial proceedings pending pursuant to the Powers of Attorney mentioned in Clause "6" above.

B. The form of the record being handed over to the NAB includes paper material, images, scanned data, electronic data on computer hard disks/online storage facilities/removable storage devices, CDs, DVDs, and Floppy disks etc.

C. The originals of all documents and copies mentioned in "A" above shall be handed over to NAB or its designated official in person simultaneously

with the receipt of the second installment of the payment pursuant to the payment schedule agreed in Clause "8" above.

10. Prohibition of Use of Information

- A. The Second Party shall not use or share the information obtained in connection with or arising from its work under the Commercial Services Agreement in any manner whatsoever and shall not use the information in articles, books, press, media, speeches, discussions or otherwise.
- B. The Second Party shall not use or disseminate the information on the targets whether that was obtained by them, provided to them by the NAB or accumulated while working on the targets by BS or any firm/consultants hired by BS for investigative purposes etc.
- C. In case of any use of the said information, the Second Party hereby indemnifies the Government of Pakistan and/or the NAB in respect of any claims for compensation or any other form of loss by persons or entities. The Second Party agrees to exclusively itself defend at its own cost and settle for such claims etc.

11. Disclosure

- A. The Second Party declares and warrants that the original documents, letters, copies, residual files/material referred to in this Agreement (Clause "9" above in particular) being handed over to the NAB, constitute the entire record in the custody of the Second Party, its Consultants, associates, partners, legal representatives, shareholders and directors etc. with respect to BS's work under the Commercial Services Agreement and nothing has been withheld by the Second Party.

- 8 The Second Party shall simultaneously with the receipt of the Settlement amount provide a notarized affidavit to the effect that all documents provided by the NAB and any information, records, materials etc collected or received by BS pursuant to or in respect of its work under the Commercial Services Agreement have been returned and that nothing has been withheld in any form whatsoever.

12. Withdrawal of Notice of Arbitration

BS agrees that simultaneously with the execution of this Agreement, the BS's Notice of Intention to proceed to Arbitration shall stand withdrawn forthwith and the BS shall further instruct its Counsel to formally notify this to the Chartered Institute of Arbitrators in Ireland that the dispute has been fully and finally settled to the entire satisfaction of the Second Party and accordingly the Notice of Arbitration has been withdrawn.

13. Confidentiality

The Parties agree that the terms and conditions of this Agreement shall be strictly confidential and shall not be disclosed to any persons or entities, other than their officials, professional advisers and consultants who themselves shall be similarly bound. In case of any disclosure by the Second Party, the Second Party hereby indemnifies for and to the extent as provided in the preceding clauses of this Agreement.

14. Amendments

This Agreement may be amended at any time through mutual written consent of the Parties.

15. Notices

The Parties agree that any notices required or desired to be given in respect of this Agreement shall be in writing and delivered to the address of the receiving Party first set out above.

16. Exclusive Understanding

The Parties agree that this Agreement constitutes the full, complete and exclusive understanding of the matters covered in this Agreement superseding any prior representations, verbal or written understandings as well as all prior negotiations and undertakings and contains all terms and conditions pertaining to the subject matter hereof.

17. Separability

The Parties agree that should any clause, paragraph, phrase or line become or be declared unlawful or unenforceable, then it shall be deemed to have been separated from the rest of the provisions of this Agreement which shall remain in full force and effect.

18. Event of Claim

In the event of any claim raised against the Government of Pakistan or the NAB by anyone, any Court, liquidator, provisional manager etc whether under any right, assignment etc or on behalf of the Second Party in respect of any issue relating to or arising from the Commercial Services Agreement the Second Party and the present executants on its behalf of this Agreement shall be responsible for the same and defend them at their own cost and the Government of Pakistan or NAB stands indemnified against any such claim.

19. Meeting to Conclude the Settlement

1. In case the Parties meet at a pre designated venue then the following proceedings shall take place:
 - A. hand over of the demand draft by the Representatives of the Government of Pakistan to the representative of the Second Party (mentioned in Clause "8" above);
 - B. receiving formal custody of all the material, record, residual files as mentioned in the preceding provisions of this Agreement by the Representatives of the Government of Pakistan from representative of the Second Party;
 - C. exchange of signed instruments of Agreement;
 - D. presence of officials from both sides;
 - E. Minutes of Meeting for the entire proceedings to be duly recorded and approved by the Parties.
2. The Parties agree that the order from A through E of proceedings as listed in clause 18.1 above does not provide for or indicates hierarchy or individual importance amongst the proceedings. All proceedings shall be completed and each proceeding shall take effect simultaneously with other proceedings.

20. Governing Law

The Parties agree that this Agreement shall be governed and construed in accordance with the English Law.

21. Dispute Resolution

The Parties agree that any dispute concerning with or arising from this Agreement or derived from the terms and conditions herein shall be finally resolved by arbitration in accordance with the Rules of the Chartered Institute of Arbitrators before a single arbitrator in London with the proceedings conducted in the English language and with each side being responsible for its costs and any right of appeal hereby waived to the extent allowed by law.

22. Additional Documents

- A. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- B. The representatives of the Second Party undertake to sign and execute any document after this Agreement that the NAB or the Government of Pakistan may require for its internal procedures.

23. Costs and Legal Fees

The Parties agree to bear their own costs and attorney's fees in connection with the negotiations and execution of this Agreement.

24. Authorized Signatories

The Parties confirm, warrant and represent that the individuals executing this Agreement on behalf of them are authorized to do so and further warrant and

represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Agreement invalid.

25. Effectiveness

This Agreement shall take effect from the date of the signing of this Agreement.

WHEREFORE, the Parties intending to be legally bound execute this Agreement as of the _____ day of MAY, 2008

AGREED:

Government of Pakistan
(through the National Accountability Bureau)

AGREED:

Broadsheet LLC

By: E Jerry James (**Chairman**)

(Authorized signature)

(Authorized signature)

AGREED:

Steeplechase Financial Services LLC

Mr. E Jerry James

AGREED:

By: E Jerry James (**Manager**)

(Authorized signature)

Shareholder & beneficiary of
Broadsheet LLC (under winding-
up)

Date:

WITNESSESWitness

Name: _____

Witness

Name: _____

Signature: _____

Signature: _____

Witness

Name: _____

Witness

Name: _____

Signature: _____

Signature: _____

B.

AFFIDAVIT

1. That I, Tariq Fawad, Son of [INSERT] resident of _____, have been representing Broadsheet (hereinafter referred to as 'BS') with respect to its Commercial Services Agreement with the Government of Pakistan through the National Accountability Bureau (hereinafter referred to as 'NAB') concluded on 20th June, 2000.
2. That I warrant and represent that BS has transferred and assigned all of its right, title and interest with respect to the Commercial Services Agreement mentioned above, to Steeplechase, through an Assignment Agreement dated 5th January, 2005.
3. That I warrant and represent that I am fully authorized to execute the Settlement Agreement between BS, Steeplechase and NAB/Government of Pakistan (hereinafter referred to as the 'Settlement Agreement'), on behalf of BS and further warrant and represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Settlement Agreement invalid.
4. That as an executant of the Settlement Agreement on behalf of BS, I have full capacity to enter into the Settlement Agreement and in case of any defect in the said capacity, I hereby indemnify the NAB/Government of Pakistan, in my personal capacity, against any consequences including attempted revival of claims etc.

5. That I, on behalf of BS declare and warrant that the original documents, copies, residual files/material referred to in clause "9" of the Settlement Agreement, being shown and their copies being handed over to NAB, constitute the entire record in the custody of BS, its associates, partners, legal representatives, shareholders and directors etc, with respect to BS's work carried out pursuant to the agreement with NAB, and nothing has been withheld by BS. The originals will be handed over to NAB's representatives simultaneously with the payment of the second installment as per the Settlement Agreement.

6. That I, on behalf of BS represent and warrant that BS is simultaneously with the execution of the Settlement Agreement instructing all its lawyers, in particular _____ that the matter has been concluded and that the Arbitration Notice stands revoked.

7. That I, on behalf of BS represent and warrant that **Mr. E. Jerry James**, has full and unequivocal authority to execute the Settlement Agreement on behalf of BS, and all its directors, partners and shareholders etc.

8. That I, on behalf of BS represent and warrant that **Mr. _____**, has full and unequivocal authority to sign and execute the Settlement Agreement and receive the Bank draft for US \$ _____ Million on behalf of BS and all its directors, partners and shareholders etc, as the first installment of the total full and final payment of US \$1.5 Million as per the terms of the Settlement Agreement.

9. That I, on behalf of BS represent and warrant that the documents/material being handed over to NAB have been properly and legally obtained and the NAB/Government of Pakistan can utilize the same in any legal proceedings if so required.

10. That I, on behalf of BS represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in the Settlement Agreement, except as otherwise set

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forth therein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in the Agreement. And in case of any such claim against NAB or Government of Pakistan, I shall defend it at my own cost.

11. That I, on behalf of BS represent and warrant that the terms and conditions set out in the Settlement Agreement constitute the scope of a full and final resolution of the dispute of all claims, issues, complaints, counter-claims etc between each other.

DEPONENT

VERIFICATION

Verified on oath at [INSERT PLACE] at this _____ day of _____ 2008 that the contents of the above Affidavit are correct and true to the best of my knowledge and belief.

DEPONENT

AFFIDAVIT

1. That I, E. Jerry James, Son of [INSERT], resident of _____ have been representing Broadsheet (hereinafter referred to as 'BS') with respect to its Commercial Services Agreement with the Government of Pakistan through the National Accountability Bureau (hereinafter referred to as 'NAB') concluded on 20th June, 2000.
2. That I warrant and represent that BS has transferred and assigned all of its right, title and interest with respect to the Commercial Services Agreement mentioned above, to Steeplechase, through an Assignment Agreement dated 5th January, 2005.
3. That I warrant that the said assignment has been done in accordance with law and is valid.
4. That I warrant and represent that I am fully authorized to execute the Settlement Agreement between BS, Steeplechase and NAB/Government of Pakistan (hereinafter referred to as the 'Settlement Agreement'), on behalf of BS and further warrant and represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Settlement Agreement invalid.
5. That I also warrant that the present claim is neither the subject matter of any winding up proceedings anywhere nor listed as a claim with any liquidator.

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125
6. That as an executant of the Settlement Agreement on behalf of BS, I have full capacity to enter into the Settlement Agreement and in case of any defect in the said capacity, I hereby indemnify the NAB/Government of Pakistan, in my personal capacity, against any consequences including attempted revival of claims etc.
 7. That I, on behalf of BS declare and warrant that the original documents, copies, residual files/material referred to in clause "9" of the Settlement Agreement, being shown and their copies being handed over to NAB, constitute the entire record in the custody of BS and Steeplechase, its associates, partners, legal representatives, shareholders and directors etc, with respect to BS's work carried out pursuant to the agreement with NAB, and nothing has been withheld by BS and/or Steeplechase. The originals will be handed over to NAB's representatives simultaneously with the payment of the second installment as per the Settlement Agreement.
 8. That I, on behalf of BS represent and warrant that BS is simultaneously with the execution of the Settlement Agreement instructing all its lawyers and members that the matter has been concluded and that the Arbitration Notice stands revoked.
 9. That I, on behalf of BS represent and warrant that Mr. Tariq Fawad, has full and unequivocal authority to execute the Settlement Agreement on behalf of BS, and all its directors, partners and shareholders etc.
 10. That I, on behalf of BS represent and warrant that Mr. _____, has full and unequivocal authority to sign and execute the Settlement Agreement and receive the Bank draft for US \$ _____ Million on behalf of BS and Steeplechase, and all its directors, partners and shareholders etc, as the first installment of the total full and final payment of US \$1.5 Million as per the terms of the Settlement Agreement.
 11. That I, on behalf of BS represent and warrant that the documents/material being handed over to NAB have been properly and legally obtained and the
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NAB/Government of Pakistan can utilize the same in any legal proceedings if so required.

- 12 That I, on behalf of BS represent and warrant that other than Steeplechase no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in the Settlement Agreement, except as otherwise set forth therein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in the Agreement. And in case of any such claim against NAB or Government of Pakistan, I shall defend it at my own cost.
13. That I on behalf of BS represent and warrant that the terms and conditions set out in the Settlement Agreement constitute the scope of a full and final resolution of the dispute of all claims, issues, complaints, counter-claims etc between each other.

DEPONENT

VERIFICATION

Verified on oath at [INSERT PLACE] at this _____ day of _____ 2008 that the contents of the above Affidavit are correct and true to the best of my knowledge and belief.

DEPONENT

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AFFIDAVIT

1. That I, E. Jerry James, Son of [INSERT] , resident of _____, represent Steeplechase Financial Services LLC (hereinafter referred to as 'Steeplechase') with respect to the Commercial Services Agreement between the Government of Pakistan through the National Accountability Bureau (hereinafter referred to as 'NAB') and Broadsheet LLC (hereinafter referred to as 'BS') concluded on 20th June, 2000.
2. That I warrant and represent that BS has transferred and assigned all of its right, title and interest with respect to the Commercial Services Agreement mentioned above, to Steeplechase, through an Assignment Agreement dated 5th January, 2005.
3. That I warrant that the said assignment has been done in accordance with law and is valid.
4. That I warrant and represent that I am fully authorized to execute the Settlement Agreement between BS, Steeplechase and NAB/Government of Pakistan (hereinafter referred to as the 'Settlement Agreement'), on behalf of Steeplechase and further warrant and represent that there is no reason known to them of any existing obstacle or reason which would render the execution of this Settlement Agreement invalid.
5. That I also warrant that the present claim is neither the subject matter of any winding up proceedings anywhere nor listed as a claim with any liquidator.

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125
6. That as an executant of the Settlement Agreement on behalf of Steeplechase, I have full capacity to enter into the Settlement Agreement and in case of any defect in the said capacity, I hereby indemnify the NAB/Government of Pakistan, in my personal capacity, against any consequences including attempted revival of claims etc.
 7. That I, on behalf of Steeplechase declare and warrant that the original documents, copies, residual files/material referred to in clause "9" of the Settlement Agreement, being shown and their copies being handed over to NAB, constitute the entire record in the custody of BS and Steeplechase, its associates, partners, legal representatives, shareholders and directors etc, with respect to BS's work carried out pursuant to the agreement with NAB, and nothing has been withheld by BS and/or Steeplechase. The originals will be handed over to NAB's representatives simultaneously with the payment of the second installment as per the Settlement Agreement.
 8. That I, on behalf of Steeplechase represent and warrant that Steeplechase is simultaneously with the execution of the Settlement Agreement instructing all its lawyers and members that the matter has been concluded and that the Arbitration Notice stands revoked.
 9. That I, on behalf of Steeplechase represent and warrant that Mr. Tariq Fawad, has full and unequivocal authority to execute the Settlement Agreement on behalf of Steeplechase, and all its directors, partners and shareholders etc.
 10. That I, on behalf of Steeplechase represent and warrant that Mr. _____, has full and unequivocal authority to sign and execute the Settlement Agreement and receive the Bank draft for US \$____ Million on behalf of BS and Steeplechase, and all its directors, partners and shareholders etc, as the first installment of the total full and final payment of US \$1.5 Million as per the terms of the Settlement Agreement.

- 287) 123
11. That I, on behalf of Steeplechase represent and warrant that the documents/material being handed over to NAB have been properly and legally obtained and the NAB/Government of Pakistan can utilize the same in any legal proceedings if so required
12. That I, on behalf of Steeplechase represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in the Settlement Agreement, except as otherwise set forth therein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in the Agreement. And in case of any such claim against NAB or Government of Pakistan, I shall defend it at my own cost
13. That I, on behalf of Steeplechase represent and warrant that the terms and conditions set out in the Settlement Agreement constitute the scope of a full and final resolution of the dispute of all claims, issues, complaints, counter-claims etc between each other,

DEPONENT

VERIFICATION

Verified on oath at [INSERT PLACE] at this _____ day of _____ 2008
Steeplechase that the contents of the above Affidavit are correct and true to the best of my knowledge and belief

DEPONENT

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- C - 120

Minutes of Meeting

Signing of the Settlement Agreement between M/s Broadsheet and NAB / GoP
High Commission of Pakistan
London, United Kingdom

1. A meeting was held at the Pakistan High Commission, 35-36 Lowndes Sq London, SW1X 9JN, London in the matter of BS.
2. BS was represented by Mr. _____
3. Government of Pakistan/NAB was represented by Mr. _____, who is holding the office of _____ at the High Commission of Pakistan in London.
4. Representative of BS, Mr. _____ presented his authorization letter/ Power of Attorney to represent BS and to receive payment on behalf of BS. The said document of authorization was duly received and examined by GOP Representative and found to be in order. The same is annexed to these Minutes.
5. Representative of BS Mr. _____ further presented original/authenticated documents of good standing of M/s BS. The same were duly received and examined by GOP Representative and found to be in order. The said document(s) are annexed to these Minutes.
6. Representative of BS presented to the GOP Representative original and duly signed and authenticated Affidavits of Mr. E Jerry James and Mr. Tariq Fawad. The same were duly received and examined by GOP Representative and found to be in order. The said Affidavits are annexed to these Minutes.
7. Representative of BS presented the Settlement Agreement signed in original by Mr. E Jerry James. Mr. _____ representing GOP/NAB received the same and examined it and found the signatures to be original. The said Settlement Agreement is annexed to these Minutes.

8. Mr. _____ employee of High Commission of Pakistan signed the Agreement as a Witness. Mr. _____ accompanying BS's Representative signed the Agreement as a Witness on behalf of BS.
9. The official representative of GOP/NAB presented a demand draft in US Dollars, in the amount of \$ _____ Million, in favour of BS, bearing no. _____ drawn on _____ dated _____ to the Representative of BS, Mr. _____ as first installment of the agreed payment pursuant to the Settlement Agreement, who acknowledged the receipt of the same and also signed separately a stand alone receipt. A copy of the demand draft and the said receipt is annexed to these Minutes.
10. BS's Representative showed the originals and handed over copies of documents, powers of attorney, record, material, residual files etc to the Representative of the GOP/NAB. They comprise of total _____ number of pages, contained in _____ number of folders and _____ number of files. The said folders/files are marked individually as file/folder number _____ to number _____. The contents of the said documents are also provided separately and are annexed to these Minutes. The custody of the said material, record etc is received now by the Representative of the Government of Pakistan. The BS Representative has stated that this was the entire material with them and nothing has been retained by them nor any photocopies retained and the originals will be handed over simultaneously with the payment of the second installment.
11. BS's Representative presented the Withdrawal letter of the Notice of Arbitration to the GOP Representative stating that the same shall be dispatched immediately. The same is annexed to these Minutes.
12. The original powers of attorney were also shown and copies were handed over to the Representative of the GOP/NAB.
13. The following were present during the meeting:

- i. Mr. _____ Representative of BS
- ii. Mr. _____ Representative of GOP/NAB

- iii. Mr. _____ Representative of the High Commission of Pakistan
iv. Mr. _____ Accompanying the Representative of BS
v. Mr. _____ Official of _____

14. The meeting started at _____ and concluded at _____

15. All the documents, Affidavits, signed Settlement Agreement, good standing document(s), Power of Attorney/Authorization in favour of BS Representative to represent BS and receive payment and any other documents received from the BS representatives were given in the custody of Mr. _____ holding the office of the _____ at the High Commission of Pakistan in London for onward secure delivery to NAB Headquarters.

240 44

Payment Receipt

It is hereby affirmed that I, Mr. _____, son of Mr. _____, resident of _____, represent M/s Broadsheet, which has undergone winding up and has been incorporated into M/s Steeplechase Financial Services LLC, have full authority to receive the payment pursuant to the Settlement Agreement between M/s Broadsheet (M/s Steeplechase Financial Services LLC) and GoP / NAB.

And that it is further affirmed that the said payment has been duly received by me, on behalf of M/s Broadsheet, vide demand draft in US dollars, in the amount of _____, in favour of M/s Broadsheet, bearing No. _____, drawn on _____, dated _____.

Signature

Signature

Mr. _____

Mr. _____

Representative of M/s Broadsheet

Witness

Passport Number

28
Q-28

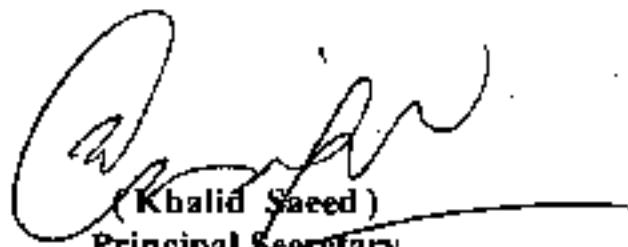
242
-118-

PRIME MINISTER'S SECRETARIAT
ISLAMABAD

6468

Subject: SETTLEMENT WITH M/S INTERNATIONAL ASSET RECOVERY (IAR)

5. The Prime Minister has been pleased to approve the recommendations of the committee as contained in para 3 of the summary.


Khalid Saeed
Principal Secretary
to the Prime Minister
15.1.2007

✓ Chairman, NAB
No - 3797/PSPM/2007

cc: Secretary, Law, Justice & HR
Finance Secretary

COPY TO: NAB OFFICE
No. 15/26 dated 19/11/02
15/26



GOVERNMENT OF PAKISTAN
NATIONAL ACCOUNTABILITY BUREAU
G-5/2, ATA TURK AVENUE
ISLAMABAD

SUMMARY FOR THE PRIME MINISTER ISLAMIC REPUBLIC OF PAKISTAN

Subject: Settlement with M/S International Asset Recovery (IAR)

This Summary may please be read in conjunction with NAB's two previous summaries to the Prime Minister on the above subject, forwarded vide NAB's U.O.No. 28/1/05-OC, dated 10th of May 2007 (Annex-A) and U.O No. 28/1/05-OC, dated 19th of September 2007 (Annex-B).

2. The Prime Minister on 3rd of October had been pleased to constitute a Committee to deliberate and put up its recommendations on the issue of settlement with M/s International Asset Recovery (IAR). The composition of the Committee was as under:

i.	Minister for Law, Justice and Human Rights	Chairman
ii.	Attorney General of Pakistan	Member
iii.	Chairman, National Accountability Bureau	Member
iv.	Secretary Interior	Member
v.	Principal Secretary Law, Justice and Human Rights	Member
vi.	Secretary Finance	Member

3. The Committee met on the 2nd of November 2007 with the Minister for Law, Justice and Human Rights in the Chair (Minutes of the meeting, enclosed at Annex-C). During the meeting available options and other suitable alternatives were discussed by the Committee Members to address the issue of settlement with M/s IAR. National Accountability Bureau also put before the Committee the case of M/s Broadsheet, 'the second asset recovery company with which NAB had entered into an agreement in the year 2000. National Accountability Bureau had previously, at Para 9 of Annex-A, stated that "NAB is in the process of negotiating with M/s Broadsheet and will approach the Prime Minister's Secretariat separately on the issue". Since a Committee had been formed and since NAB had also negotiated with M/s Broadsheet it was deemed prudent to put this case before the Committee as well. The Committee was

HTG -

apprised that both the cases were similar in nature and 'reasons for settling with one would also be valid for the other'. The Committee, after deliberating on both the cases, made the following recommendations:

- i. The Committee approved settlement figures of US\$2.25 million for M/s IAR and US\$1.5 million for M/s Broadsheet with the proviso that NAB will make further efforts to bring down the figures of settlement.
 - ii. NAB to look into the issue of unfavorable drafting and unilateral termination of the agreements to prevent recurrence of such situations.
 - iii. Before the payments are made a separate legally binding 'settlement agreement' to be arrived at between NAB and each of asset recovery companies, broadly on the terms that the asset recovery companies and GOP would mutually, fully and forever, release and discharge each other and their successors from all claims in connection with or arising out of the agreements. This settlement agreement to be forwarded to the Ministry of Law, Justice and Human Rights for vetting.
4. The Prime Minister is requested to approve recommendations of the Committee as contained in Para 3 above.



(Nawid Ahsan)
Chairman NAB

NAB's U.O No.28/1/05-OC Dated: 12 November 2007.

Principal Secretary to the Prime Minister

45
200

PASSPORT



United States
of America

Passport
Number

(Page no. _____ of Exhibit NAB no. 23)

Agent [unclear]

466
201)



United National Bank

UNITED NATIONAL BANK LTD
2 BROOK STREET
LONDON W1S 1ER

60-91-70

105
302)

Date 20.05.2008

To: M/S Broadsheet, LLC, Gibraltar

£ 320,622.55

Pound Stg Three Hundred Twenty Thousand

HCP-CONSULAR-III A/C COUNSELLOR

Six Hundred Twenty Two & Fifty Five Pence.

#1487141 60-91-700 26965683#

✓

(Page no. _____ of Exhibit NAB no. 23)

Bancart

Asst Secy

58

HIGH COMMISSION FOR PAKISTAN
(Accounts Division)
London

SA

No. DAA/Accts/Fund/Transfer/2007-08

Dated: 29-9-2006

The Manager,

United National Bank,
London.

Subject: Transfer of Funds.

Dear Sir

Please arrange to effect the transfer of following amounts from our under mentioned accounts, treating this letter as an authority.

S. No	From A/C NO.	TO	Currency	Amount
4	0002-021441-002	Broad Sheet LLC A/C No. 2508796881 Compass Bank(Northglenn) Colorado,ABA Routing NO: 107005319	\$	845928.00

Altaf Hussain

(Altaf Hussain)
Assistant Accounts Officer

Shahid Ali Baig

(Shahid Ali Baig)
Director Audit & Accounts

(Page no. _____ of Exhibit NAB no. 99)


BROADSHEET LLC
Payment Instructions

This written communication is intended to delineate the following instructions:

1. With the available funds from the Broadsheet payment, please convert to equivalent United States Dollars of \$868,374.
2. Please wire the U.S. Dollars to Broadsheet LLC, at Compass Bank (Northglenn), Colorado, ABA Routing Number 107006319 for credit of Broadsheet LLC, account number 2508796881
3. You may call me at 303.888.4714 to verify the amount and the other relevant information.

Dated September 29, 2008

Kind regards,



E.J. James

Chairman

THROUGH BAG (205)

Mr. Shahzad Anwar Bhatty
Director (Finance)
National Accountability Bureau
National Avenue, Q-5/2 Islamabad
Phone: 9110518&NAB 2001
No. 19 Dated 19-05-2008

Mr. Shahzad Anwar Bhatty
Head of Mission
International Organization for
Standardization

PAYMENT OF US \$ 1.5 MILLION TO M/S BROADSHEET I

Mr. Shahzad Anwar Bhatty
Head of Mission
International Organization for
Standardization
65-A-501 Sector 64-C, Phase 1,
Gardens, Islamabad
Date: 19-05-2008
Amount: US \$ 1.5 million
Signature: Shahzad Anwar Bhatty
Shahzad Anwar Bhatty
(SHAHZAD ANWAR BHATTI)

Copy to:
1. Mr. Shahzad Anwar Bhatty
2. Mr. Saeed Akbar
3. Mr. Aslam Ali
4. Mr. Tariq Mehmood
5. Mr. Ahsanullah



THROUGH BAG

(56)

Shahzad Anwar Bhatti
Director (Finance)
National Accountability Bureau
Atta Turk Avenue, G-5/2 Islamabad
No.F.2(11)DS(B&A)/NAB-2001
Dated: 29-09-2008

Mr. Wajid Sh. nsul Hasan,
High Commissioner,
Pakistan High Commission UK,
London.

Subject: PAYMENT OF US \$ 1.5 MILLION TO M/S BROADSHEET
Excellency.

An amount of 1,500,000/- US \$ was due for payment to M/S Broadsheet on account of settlement charges. Out of which an amount of 654,070/- was paid as first installment vide our letter No 2(11) DS (B&A)/NAB dated 19-5-2008 (copy attached) and agreement signed by Mr. Jerry James (copy attached). Now Chairman NAB has been pleased to approve the balance payment of US \$ 845,928 (**Eight Hundred Forty Five Thousand Nine Hundred and Twenty Eight only**) to M/S Broadsheet on account of settlement charges against total amount of US \$ 1.5 million.

2 You are requested to please make the payment in UK pound sterling equivalent US \$ 845,928 as per current conversion rate of US dollar to M/S Broadsheet from NAB's account No.0001-021441-001(Pound Sterling).

With Regards,


(SHAHZAD ANWAR BHATTI)

Copy to:

1. M/s Broadsheet, ILC, Gibraltar.
2. Miss Madina Munawara Khan. (Director-II) Overseas Wing NAB (HQ) Islamabad.

Received
24/09/08

No.	Date	From whom received
25.	01.03.08	Maj (R), Add Dir (comd) Abbas Ahmed Khan
26.	EC/Recd/R/93/4480, 3.2.08 (R.W.)	St. Col (R) Add Dir (R.W.) Abdelkader Sidique
27.	4(38)/S-1/MN-2/2008 (02.9.08)	Add Dir (S+L) Abdul Hafeez Khan (02.9.08)
28.	MI/OS/166/2169 (01.03.08) C.I.D. No. 3332, Dated 02.03.08	Money Lau. UK Central Authority Eurasia Office - UK
29.	W.A.R.2132/YAR/Ref/3/3 09.08 2008/11/543-57	Mo. Chas. Bsn. Zia Add. Dir. (FBI Camp) Dmt. NAB HQ, PBD
30.	D.No.05/05(A-1)/2008 Date 02.03.08 03.03.08	Alqa Saeed Raja Zulfiqar, Add. Sdg (M) FBI Secty / Ch. Secy/ D.L. FBI (Quar. 4th) <small>Asif Haider Deputy Director International Cooperation NAB HQ</small>

Exhibit A/W.24-1

Brief Subject	File No.	Date of Final Disposal	Record of Movement
Minutes of the meeting held on 23rd held at 1st floor of the building authorized printout 31 st Dec 2007	09/03/2008	4/03/2008	21/3/08
Validity of International Notices - Unknown Yousaf Khan Chawki; Red Notice Control No. A-594/II-1998			
Investigation Against Mr. Douglas Cyrus			
of Minerva Sya Cyrus & Monwelli And others			
Request for legal assistance concerning Mobile money transfer related			
Minutes of The Meeting held on 1st September 2008 regarding Suspicious Transaction Reports (STRs) Investigation Under the Money Laundering Ordinance, 2007			
Participation of Director General NAB in the Meetings of the working Group on Street Recovery and Implementation Review of the coaf			
CWC & C, 22-23 September, 2008, Lahore district			
Final Dir (comd) - 29 Oct 2008			

84-09-01

Section Diary

Register

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S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
1	1	2	3	4	5	6	7
25	(46)						
91	MOF-21/2/08-0w/ 347	14/1/08	Mr. Aslam D.G.	Meeting of Parliamentary Group Implementation of procedure for Securing approval of the PM for Veto statement of the Federal Secretary Abrogation of International Conference Holding (Delhi) Category		10/12/08 All over (all exp.) (by email)	Parlory
92	3954/5/7-2008/0002202 RWP/4326	(05.09.08) NAB-IW	M. Faiz Qureshi A/O/ Dir. Comd Overseas Training NAB-I	Inquiry Against Al-Kesman International Trade Services, Monroe Road, Rawalpindi A/Dig/Coop			3/10/08 All over (all exp.) (by email)
93	1.2(02-00001)/PA	05.09.08 (09.09.08)	Mr. K. N. (02-00001) Misra Shashi Kumar	Minutes of the Meeting on 22.08.08 held at Home (02-00001) to discuss Corp Case Settlement Point (02-00001)			
94	7(126)/5.2/ADM.C. (04)	05.09.08 2+ Col (A)	Addl. Dir. (Rec. Notice) Abdullah Sadique	Cancellation of Rec. Notice Mr. Farzali Vayani, A/Officer, M/s Global Marketing Ltd.			

Section Diary

09-09-08

Register

(3)

S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
1	2	3	4	5	6	7	8
45-	No. F 21131/05-Law-U 6th Sep 2008		Mohamed Kalawarhan Section Officer	UNCAT - Broadening of extradition treaties.	A/10 (contd.)		
46-	No. 697/2008-Rew/ Addl DI (RN)		Int Cad (R) Addl DI (RN) Abdullah Siddique	Cancellation of Red Notice - M/S - Muslim MMA Lawan	A/10 (contd.)		
47-			4	Cancellation of Red Notice - Haji Modibbo Kourouma - MCBLon	A/10 (contd.)		
48-	L.R. Section Day 429357. " 08-09-08 Nil		Australian Federal Police - Australian High Comm	Closed Envelope	A/10 (contd.)		
49-	Filenr. 34-15-C169		Mr. Raymond M. Pitney Deputy Director (Co- operative) - Legal Notice International Co-operation NABHO Islamabad 13 May 2008 Lahore	Nil			
50-	2217/12/2008-2/08/08/05.6.08 Addl DI (RN)		Abdullah Siddique	Letter from Senator. Metal Exchange in PSM Case - Termination of Investigation Against Statement made by E... in his	A/10 (contd.)		

Section Diary Register

(4)

No.	No. and date of Document	Date	From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
1	2	3	4	5	6	7	8
-101-	11(307)ANF/law/07	02.09.08	Lt Col Director Assets Investigations Syed Ali War Abbas (ANF)	Request for legal assistance from the Pakistan Law Enforcement Authorities in connection with an investigation of a criminal case in Norway - Additional Request			Approved
-102-	7/09(Audit)/SOL/008 gmg (cos) Create by da 1743, audit 17.9.08	11.09.08	Mohammed Nasar Section Officer (Cex)	Auditing NAB		22/09/08 15/9	Approved
-103-	2/09/2008 doc	12.09.08	Sgt Major Human Rights SOL (cos), 17th Infra BN	Inter Ministerial Meeting (meeting notes)			Approved / Meeting in 3rd NC PAB
-104-	7/7(40)/HA/2008/Admin 16.09.08	16.09.08	Maj (E) (Khurshid, S)	Notification WFP regarding no more than 15 days			Approved / comd. Filed in WFC
-105-	No. Pal-S/10/2008 3 Sept 2008	09-08	Deputy Director Record International Cooperation HQ Islamabad				
-106-	No. Pal-S/10/2008 3 Sept 2008	09-08	Manzoor ul Haq Deputy High Commissioner Refugee-High Commission Islamabad	Request for legal assistance in a matter of Dr. Wahab Hussain (13 pages)			Approved
-107-	5-1-2009-11-09-08		Asst Comm Officer 2nd Infra BN	Categorization of Information			Approved

Section Diary

Register

(5)

S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Filing/Deposited	Record of Movement
	No.	Date					
107	4/8/2008-Law	16.09.08	Syed Iqbal Hussain Magistrate, S.C.Law (Sohail)	Working Paper for the Date & Remittal / Adjudication Meeting to be held on 17.9.2008			
		17.09.08					
108	2/01/08-FC1W (See m) 320/4803-P	26 August 2008	Dr. M. A. Khan (R) Director FC1W	Mift No. 2, Zirak (E.R) framed case			Administrative Proceedings Placed in concentrated file
109	10/1/08/Case 9, 10/1/08/17.09.08 (C.R.)	17.09.08	Lt. Col. (R) Abdullah Siddique ADDL Dir (Add. Director)	Pursuance of Red Notices + Hr's Arrested Law & court hearing of H/s Representative Safety Equipment Canada			H.P.D./Conced of 10/09/08 B
110	2/1/2007/ADD Dir (R)/17.09.08 Maj (R) Subbannah Farooqui, ADD Dir,	18.09.08		Investigation against Syed Sibt ul Hassan Gillani and others			A.D.O./conced of 10/09/08
111	NIC		Deputy Commissioner Norway Embassy with NAPA (C.R.)	Closure of Envelope Rosmal Farooqui			H.P.D./and B.S.I. 8/10/08
112	2-10/09/08/SCG N.M/3/10/08/Under		SC (L.Govt) Maj. Naseem	August 2008-N.Y.P.D.			H.P.D. (C.R.)

Section Diary

2.2 -09-08

Register

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S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of First Disposal	Record of Movement
	No.	Date					
1							
113	4osp-UNCAC-4/08 -27 Sep 08		Usman Digby Patel Third Secretary	Open-ended UN-governmental working group on review of the implementation of the UN Convention against corrupt practices and other recovery of funds		27-26 Sep 2008	Adm cont/ add doc no Chall 27-26 Sep 08
114	F-6/2008/F-2/ NAB Dated 16th Sept		At C.R. (R) Bew Officer (F) M.N.R.	Inquiry against Dr. Government of India - Project Director Health, Aga Khan Refugees (24 pages)			Adm/ day food
115	SA/PAK-N-39/Addl Dr 22.09.08 (RN)		IE col (R), Addl Dr. Rafiq Nisar, Atul Nish, Faridkot	Cancellation of Red Notice Mr. Nayyer /per/cont Lok Sabha Panel			
116	S 1/2008/MR 1] 13.09.08 Muhammad Nadeem Khan Deputy Director International Cooperation NAB HQ Islamabad 24.09.08		Syed Farman Mustafa Shah OS (Min) Cabinet Division	Categorization of International Conference meetings, Seminars, etc.			
117	Ref: 3201093	13.09.08	Lok Sabha Australia-India	Re: Minutes from our meeting on 10.5.08			

Section Diary

24.09.08

Register

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S.No	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
1/8	NIL	23.09.08	Tariq Ahmed A&L Subdivisional Commissioner Punjab	Confirmation of various cases			A/Dir-confirmed 24.09.08
4/9	Syndicate Dignity 25.09.08	26.09.08	Parveen Singh Addl. Dir (comd) Operations Division	Detail of total amount awaiting Deposit A/Dir (comd) Instructions from S.D. wing			
12/9	File No. 15-135	25.09.08	Rehan Rizvi Legal Attaché US Embassy Islamabad	Extradition of Fauzeh			A/Dir (comd)
12/10	Ref. S/10/08	6.10.08	Muzammil Haq Deputy High Commissioner Pakistan	Settlement with N.H. Bank (Payment of 03 months of balance amount) A/Dir (comd) 6.10.08			
12/11	21/1/Bank-A/36/ADD/Dir 30.09.08 (1/1)	21.10.08	I.L.C.P. Shabbir Siddique, Addl Dir (R.O.) Muhammad Nadeem Tariq Director The Daily Express International Group SBB HQ P.O. 106	Guarancee of Red Notices M/s A.V. Agri I. durties, M/s K. K. J. I. durties (Pet) H-1			
12/12	7-7(20)4/12/1005/Alam 26.9.08	26.9.08	Abdullah Tariq Addl Dir (R.O.)	Notification of LSP regarding the Order A/Dir (comd)			

SECTION DIARY

Register

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No.	No. and date of Document	Date	From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
1	No.	Date					
2							
114.	NAB by e-mail & e-mail dated 8/10/08	8-10-08	cc: Jean-Paul Couteau International Director of International Citizens' Assembly Chairman of the Grass Montana Forum	Introduction of International Document on International Citizens' Assembly		on file enclosed 8/10/08	Addl 2nd (initials) 8/10/08
125.	C's Attorney NAB 3/6/08 dated 8/10/2008	" "	" "	" "	" "	" "	on file Dir (initials) 8/10/08
126.	NAB USA - 5/2/2008 cc: 08	7-10-08	Forie Bank Amst Dir (USA)	Introduction of David (Fawcett and Berry Fawcett Foundation)		on file spcl Cont/cont/ DB(COPS)	7/13/10/08 initials - cont'd 7/13/10/08
127.	No. PAA (Actvin A) 07-10-2008	10-10-08	D Shamsul Ami Bay Director Audit & Accounts	Payment of INR 3.15 million Dr. W/L S Broad Street.		on file A/HQ/cont/ L/R.	7/13/10/08
128.	No. 3/4/1/2008-D/002	10-10-08	Nayirul Hassan Deputy Director (Research) National Police Research & Information	Mohammed Nadeem Khan Deputy Director (Contd.) Information Officer NAB HQ, Islamabad			

Section Diary

30-04-08

Register Exhibit A/P 26-1 (9)

No. and date of Document S.No.	No.	Date	From whom received	Brief Subject	File No.	Date of File/ Exhibit No.	Record of Movement
S15.	COSP-DINCAAC-4/NS. sl. no. 152 TS 30-4-08	26/04/08	UNyan Iqbal Jadoon Third Secretary (UN-J) (Parap Vienna).	Fifth review Programme Index UNCAC (for message of 63 pages).	5	6	7
		102-05-08					
S16.	02/04/08/16-21 (O-E/T-19/NAB (A)/R/2008/825 28 April 08		Colonel For G.O.G (Zakir Bashir) NAB (S)	NAB Reference no. 07/2008 Agent about Gladin Tawarwal Abdul & three Extradition process Agent account Tawarwal Abdul Tawarwal			Adal Dir (W) HOT, HCP
S17.	02/04/08/16-21 2008/4 28 April 08		Digital Dosserry D.B (Coord.) BSP NAB (S)	Advertisement of CIA in mainly Dawn for Public Health (22 folders)			Adal Dir (P) NAB, HCP, HCP Lok Viraj Mr. Abd. Aslam
S18.	No. 2(3) EF. Exp/2008-67(27/4/08)		Mahmood Ahmad Khan, Section Officer EF. EXP. Finance Division, Islamabad.	Cleaning expenditures on delegations Abroad.			Ms. MR Khan A.Dir - SW.
S19.	5/1/08/16-21/03/08	02/05/08 (For continuation of page)	Brig Farooq Mansoor Khan (Retd) Dir. (Af. P)	Second IAACA Seminar - 16-19 May 08, Chongming, China			Mr. Abd. Addl Dir (Coord. Chairman Sectt.

02-05-08

Section Diary

Register

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S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
520-	111.	dated 17/4/08	NAB Chairman Mr. Naresh Ahuja F. Jerry James Road Sheet	RD; Demand for arbitration in bulk.			Chairman NAB Mr. Naresh Ahuja
				(Madam Shalima marked this letter) to Mr. Hassan Syed, P.D. as P.D. - m.s.			
	25-05-08						
521-	an-1/34/1/08/Int/Invig / NAB (E) A/c	20/04/08	Sgn 1 dr. For Director General (Ahmed Bhakar Singh) TDR NO. 091-9912554	State vs Abi Grover Information			Member Comd Dr. Abi Grover
522-	an-1/34/2/08/1/08/Int/Invig 2/5/08		Parag A. Leekha D.P.L. Inspection Section	NAB. Hand Book. mostly will be on 2/5/08)			Ans of Member Comd 2/5/08
523-	an-1/4/1/08/1/08/Int/Invig 5/5/08		L. Adk (E) adctgns (E/C) Andulash Siddiquie (E) Adlans 4/2000 5-08	Mohammed Ashraff Dependent of Comd International Arbitration HQ ISL 1/08/08 Section officer, transport agent & Comd Civil Secretariat Lahore			
			Muhammad Arif on (pm) (u)	late Nitay alias			Contra- Fwd Regd

6/5/08

Section Diary

Register

(11)

S No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
526	No. 616.		Eduardo James consul	Fax cover sheet. Board sheet LLC (4 sheet)			Methylgeran Hector Egypt NY - one
526	NO. 3211 Bank - 2-20 (Addl Dir ARD) 6/1/08	ct/cpl (R) addl dir (R/N) Mehdi & Siddiqui		ISSUANCE of Red Notice + 2nd. Believe, methylgeran C Group (Pvt) Ltd.			in case file Red notices file
527	No. 51200310 P1 Air - 10/NAB	07/05/08	Tahira Shah Addl. Dir (Coord) Operations Division NAB HQ.	Syed Ghazi Ramzanullah			A Dir - one (Coord)
527-A	No. 1811 Bank - 6-18/08/08	ct/cpl (R)	S.M. Khanum Hussain Manager FOIW, NAB HQ	ELECTUS International Advisory Services			Addl Dir - one (Hussain)
528	No. FMU/Policy/13/1203 - 06/05/08		Agha Bureshi Director General FOIU, SPP Karachi	Pre-Assessment Mission of AFG World Bank (14-15 May 08)			Mr. Omeshwaria Addl. Dir - one
			Muhammad Hafeez Khan Deputy Director (Coord) International Cooperation Wing NAB HQ				
529	No. 13 NAB 07/05/08	07/05/08	S.M. Khanum Hussain	Search of Money Laundering Off. 06 Oct (15th) Addl. Dir -			

S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
530	No. C.R. By/08-15856 7-5-08 Registration No. 941 6/6/08	Govt Ahmed H.No. 617, S.No. 31 Block 'D' PSC PWD Housing Society 16th October Highway, 16th Punjab 400-019/2919	closed letter (by name Mr. Omair Ghani Passenger)				Cover Circular Addl. no. 08 B.L. 08 10/10/08
531	No. 1668/IT-11/6/08(NPCL) 6/6/08	M. Afzal Khalid I.C.I.D.(P.W.D.) DP Board (W-II) NAB/R	No investigation against M/s By/08 second advisory services put it on its monitor (02 pages)				control or Addl. 01-08 in Syria 10/10/08
532	No. 2137/2007/Adm-1 5-7-08	Telecom. and Div. A.D.C.PM-11	Idea Award Scheme				Control or Circular
533	No. 3423/2007/Adm-1 9-5-4-08	d/o Muhammad Nadeem Khan Deputy Commissioner Information & Education International Programmes I.P.P. 2007	Chairman's Deputation Allowance Circular				Control or Circular
	1/2/08 (Copy) 1/2/08 7-3-7-08	Syrian 1/2/08	Observation for the courses to be held in the month of May 2008 (Three days (Part time) to be conducted Responsibilities & its first arrangement and Conflict Resolution strategies)				Control or Circular

DD-O3 - 06

REGISTRA

(13)

S.No.	No. and date of Document		From whom received	Date Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
1	2	3	4	5	6	7	8
536	No: FMU/Policy/154/2008 (Fax Message)	08/05	Syed Mansoor Ali Joint Director FMU, SBP, Karachi	Meeting of Sub-Committee			Mr. 082 Addl. Dir. (A).
537	WCO/2008/14/April/06 2-5-08		WCO Secretary Addl. Dir. (Answers)	NAB Newsletter			Recd-on circulate
	489-05-2008						
538	No: FMU/Policy/155/2008 (Letters received)	08/05	Syed Mansoor Ali Joint Director Cmrs, SBP, Karachi	Meeting of Sub-Committee			Mr. 082 Addl. Dir. (A)
539	No: 7-7(117)/HQ/2-06/HM-1 7-5-08		Mohammad Ijaz Addl. Addl. Dir.	Office Order			Recd-on
540	No: 4/8/2008/1-L-94 7-15-08 Office by no: 129/ 5-2-08		Syed Iftikhar Hussain Nagri OIC Law	Meeting on Joint joint working group between police and use of London (Meeting will be held in London on first week of July)			Meeting between police and use of London
541	26/05/2008 09/05/08		Muhammad Nasir Khan Deputy Director (Head) International Co-operation NAB HQ, Islamabad	1/a Steering Group Meeting of the ADR AFCD April Conference Islamabad 24-25 Addl. Dir. (A)			Mr. 082 Addl. Dir. (A)

Section Diary

Register

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S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
1	S.42 No. 36620/HQ/2008/PM-1 9-5-08		Maj(R) Chabud Saloom addl DIR (PAPM)	Notification			Covert-own circulate.
2	S.43 No. 72(HQ)/HQ/2008/PM-1 2-8-08		Delegated Dir AD	Secondment Allowance Case of Mr. Arif Masoom Office & FIR Branch, Hyderabad under Measuring word Overseas visiting, NAB HQ. Blanket case.			Covert-own
3		12-05-2008					
4	No. HQ/1/CS/2008/0061 2-08	9-5-08	Tariq, Major Babar Addl. Dir (Covert).	Briefing DG NAB (Rawalpindi)			A-Die-out circulate webpage file under file
5	U.O. No. 1-3/2008-Min II	12/05/08	Hamayatullah Khan J. Secretary (Cabinet) 9202918 (Cabinet Secretariat, Ca- abinet Division)	Simplification of procedures for seeking approval of the prime minister for visit abroad of the federal secretary			Mr. BBS. Min. Addl. Dir - SIS (DG HR got up to Mr. BBS.)
6	12/05/08		Mohammad Hameem Khan Deputy Inspector General Information & Broadcast Ministry (DIB) - 08				
7	12/05/08		Mohammad Basit khan A.I. (SNBBC)	Exchange of Information on cultural exchange and Counter Corruption among the SAARC countries.			Dawn, News 24 Addl. Dir - SIS 9-2-08, 10-08-2008-2008 My Contact

Section Diary

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S.No.	No. and date of Document		From whom received
	No.	Date	
548	NA 4130/08-Law 10-5-08		Govt. Library thru. nigar DS (Law)
549	NA NO. 1654/7 04-12-08-08		
550	NA 403-UN/08 CH 07 NO. 164/8 04-12-08		Mohammed Iqbal, Idoon Third Secretary Ch. Secy No. 164/8 04-12-08
551	NA 1139/2008/Sec NAB	12/08/08	Tariq Ahsan Deputy Director (Int'l Action Section) The Wing NAB HQ. 408
552	NA 1139/2008/Int-Sec/08	14/08/08	do
553	NA 1139/2008/Int-Sec/08	14/08/08	Tariq Nigar Rathi Foreign Div NAB (Rawalpindi)

Brief Subject	File No.	Date of Final Disposal	Record of Movement
Starting of the Rafting and Canoeing on Trigardian organized Crusade (UNITC)	141	16-12-08	in charge 08
Pilot Review programme under the United Nations Right Nations Convention Against Corruption (UNCAC)	142	16-12-08	DO-ow
do	143	16-12-08	do
Visited abroad office on 08/08 and do Carrie	144	16-12-08	do
14-08-08			
Mohammed Iqbal Khan Deputy Director (Int'l Action Section) The Wing NAB HQ. 408	145		
Mr. Asif Mangat DD (Coord-08)	146		
do	147		do
do	148		do
Foreining Div NAB (Rawalpindi)	149		Incharge 08 7 Div Teams

14-05-2008

SECTION Diary

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S No.	No. and date of Document		From whom received	Brief Subject	File No	Date of Final Disposal	Record of Movement
	No.	Date					
554	No. HQ 1145 Coord/001 2008	13/05/08	Tony Sijas Bathija Addl. Dir. (Coord.)	Circular			Incharge - 08 (on leave) Coord - one.
555	No. C.O.P-UNCAE-1008 SL. No. 16670 13-5-08	14-5-08	Wm. Iqbal Jadoh Third Secretary World Bank	Pilot Review programme under the United Nations System pledging Committee against Corruption (D.A.R. most important)			
556	No. N.C.		Citi Bank	closed letter by phone Mr. Arun Jayaram (Private regard)			copy/memo Coord - one
557	No. F.S. 100-1/PER/001/2008 CR. No. 16672 13-5-08	14-5-08	Asst. Comm n.o.i Public Awareness Register Authority Central Division	Reforms for Fighting Corruption in public sector			Copy bin his address - one
558	No. 210/PER/001/F 14-5-08	Carry Wright for D.G.	Mohammed Rizwan Syed	Muhammad Rizwan Khan Deputy Director (Com) Controller & Coordinator NAB(F) (P.M.)	To NAB(F) 62. Regd	Coord - one	
559	No. 210/PER/001/F 14-5-08	2 for Iqbal Khan DD (Coord.)		NAB Annual Report - 2007 Carrying with book			Coord - one Report is with Incharge Coord - one

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S.No.	No. and date of Document	No.	Date	From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
1	2	3	4	5	6	7	8	9
560	No-7-2100(Gen) 14/05/2008	Maj (R) AO (Gen) Standard Manual			Transfer of Case file of House No. B-667, in Sitar Scheme 2 Satellite Town, Rawalpindi			
561	No-2-19-HQ-NAB(F) CR-DIS# 16982	16/05/08 Compt Captain For Sir General Muhammad Rizwan Idris 091-9217545			Cases pertaining to NAB (F)			Received Comd Overseas Wing
562	No-2-7(90)/HQ/2008/ Admin-T	16/05/08 Mafsaar Kalimuddin (Quetta) A Div. (PM-T)			Case of deputation Allowance for duration of posting in Deputy Director Human Rights, Regional office, Lahore - Case addl. Dis-02. of Mr. DRB, Additional Director, NAB HQ (Received at 4:15 PM			Mr. Amor Bin Jah
563	No. nil	16/05/08 Nadeem - Ad. Dir AD			16/05/08			Recd. 16/05/08 Circled - 01 Circulated
564	o nil	17/05/08 (+ Conference card)		Muhammad Nadeem Khan Deputy Chairman Cooperative NAB Islamabad	International Anti-Corruption Conference 30 Oct - 02 Nov. 08 Athens - Greece			Received 21/05/08 Addl. Dis - 01
565	No. nil	19/05/08 Azhar Hussain FMH, SBP, Karachi			APG Annual meeting 2008 - Jurisdiction Report for 2006 and Programs			Received 21/05/08 Addl. Dis - 01

20-05-08

Section Diary Register

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S.No.	No. and date of Document		From whom received	Brief Subject	File No	Date of Final Disposal	Record of Movement
	No.	Date					
1	2	3	4	5	6	7	8
566	Chairman Byt 1902 20-05-08	14/05/08	Ye Feng Secretary General Trade Meeting in preparation Committee of the Supreme People's Republic, preside of People's Republic of China	Invitation (IAACA Conference 07-08 Oct 2008, Kyiv, Ukraine).			Mr. M.B.Z. Addl. Dir. - av.
567			Tel.: 0086-10-65266859 Fax: 0086-10-65266811 Email: dyeyfeng@china.com	Invitation & (IAACA Conference 07-08 Oct 2008, Kyiv, Ukraine)			
568	Cm. Dbyt 1903 20-05-08	14/05/08	Received from Cm Office	white (Folder) cm speech etc.			do
		21/05/08					
569	No: 142/2008-SC/PRM 21/05/08	21/05/08	Mohammad Nadeem Khan Deputy Director (Oncampus) International Cooperation Wing NAB HQ, Islamabad	NAB Hand Book			Mr. Anasif Major D.O. Convdt - O.W.
			D. Dir (Inspection) Section T&E Wing NAB HQ				

REGISTER

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S.No.	No. and date of Document			Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date	From whom received				
569	ab-2(2) /low -12/10/08/2008	2	3	Dover Bank Ltd Addl Dir -or	APG Annual Meeting 2008 - update and progress report against previous APG annual Evaluation of Pakistan	Coord -orw	
570	SL DU No. 12867	ab-22-5	SACHT & Co/ ishd-	closed letter by Mr. Mr. Sittara Stewart Addl Dir -or	Sittara Stewart Addl Dir -or		
		23-05-08					
571	7(116) CE/JS-2/IM-2 13/10/08	2	Addl Dir (S-2) Abdul Haquez Khan	Bates from London metal Exchange in PSD cover.	A. Dir -or (forwarded to Tawfiq) Hatta Sayib 02-09		
572	ab-6/6/2 - 2 - 14/09	21-5-08	Special Officer & Advisor to CBI Office No. 1320 of 21-5-08	meeting of Pakistan - UK Joint Judicial cooperation working (JJCWG) between Pakistan and UK at London on 02 - July - 2008 by Special Officer Hatta Sayib	14/09-09 most immediate by Special Officer Hatta Sayib		
573	ABSA Co - N-1	21/5/08	ABSA Co - Mr. Attaullah Soofi Additional Supreme Court Under special Assignment (from AMB)	Request for professional fee (Ref. No. ABSA Settlements 1)	14/09-09 Hatta Sayib		

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S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Disposal	
	No	Date						
1	2	3	4	5	6	7	8	
576	ANO - 31/1/08 - 001 308-019		Hassen Sojib DHO - O.W.	Pilot Review programme under UN Incharge on Convention Against Corruption (UNCAC) - Review choices				
576	ANO - 1/39/08 (158) Fwd to Addl. Director FCW 21/5/08		ADDL. Director FCW C.M. Jawaid Iqbal, M&B	Inquiry against Foreign Remittance of Angel Jangoo against Farooq Iqbal & others Standard Oil Co. Ltd. on Acting D.G. pvt. Is, money & financial stuff. file no. 3/4/08-2				
	26-05-08							
576	MHQ/HC/S/Coord/0002/ 2008	21/5/08	Taking wing of Pakistan Addl. Dir. (contd.)	Chairman's Directive			All concerned (forwarded to Coord)	
577	3(620)/MHQ/2008/001-T	23/5/08	Maj (R) Shahzad Saleem Addl. Dir. (CP&PM)	Notification Muhammad Nadeem Khan Deputy Director (R.A.I.M) International Comptition Unit NRA, Islamabad			All wings of NRP (Monitor Coord-02)	
578	2(73) (S-II) / Addl. Dir (RN)	22/5/08	Lt Col (R) Addl. Dir (Red Notices) Abdurrahman Siddique	Cancellation of Red Notice - Muhammad Abdullah. Abd. Red Notice control No. A - 485/12-1967.			Die - O.W. (A bit - O.W). Death file. Gumbar file R.N file.	
579	ANO/HC/S/Coord/02/08/2008		Syed Khalid Iqbal	Case investigation centre (Control Centre) Lahore - O.W.				

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S.No.	No. and date of Document		Forth whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movements
	No.	Date					
580	Ref. Case No. S-30(18) / NAB/2008 26/5/08	do	Lt Col (R) A/Adm Dir (Int) Against Rahman	Security clearance - NAB Officers	do	Incharge - do. Transferred to be put to Incharge - do - up	
581	do	do	do	do	do	on Silver Security Addl Dir - do	
582	Ref. CDR/CINCAU-4/08 23/5/08 CR No. 18243 26/5/08	do	Mohammed Iftab Jadoon Third Secretary Embassy of Pakistan Khartoum, Darfur	Expanded pilot Review programme under the backlog - do Under the UN United Nations Committee Against Corruption (UNCAC)	do	Incharge - do Mr Hasan - do 22/5/08	
583	do - do - CR No. 18243 26/5/08 (Email)	23/5/08 do	do	do (along with Exchanges)	do	Hasan - do 22/5/08	
	[27-5-08]		NAB Muhammad Iftab Jadoon Khan Deputy Director (Internal) International Cooperation Unit NAB HQ, Islamabad				
584	Ref. S-2(43) Ref A/MA/2008 26/5/08	Mohammed Younas AN/DOO	Submission of Financial Statements for current Financial year	do	do	Incharge - do	
585	Ref. 1(2) 2008/MA/2008 26/5/08	U Col (R)	Cancellation of Post Notices - Mr. Maria Lodhi (Incharge - do)	do	do	Incharge - do	

Diary Register

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S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Movement
	No.	Date					
586	No. E-mail		Hanif ur Medians m Khan incharge - m Royal Bangladesh	Request for meeting			Hasan Sijt 27/5/12.2 PM
587	No. 638/NA8/2005	27-5-05	Zafar Iqbal Khan SA (un-ed) DAP	Planned meeting 2008-Jurisdiction and Cross Riveria progress Report against previous A/P 6 month addl air-etc valuation of project			
588	No. 616		Abdel Aziz Mousa programme officer Royal Norwegian F. Corp Box 26 Street 19, F-6/2 1bd	Meeting Norwegian Society			DAP w/p Hasan Sijt 01-06
589	No. 3(1)2-5/P-1/NA8	27-5-05	Gp Capt (R) S. M. Salail Sultan Addl Director (P)	Mohammad Nadeem Khan Deputy Director (P) International Cooperation A/P 6 month 2008 meeting 2008 Jurisdiction and Cross Riveria progress Report against previous A/P 6 month addl air-etc valuation of project			
590	No. 7-2/DO-Correspondence	27/5/05	Major (R) D. Ali (Gen) Sandat Kamal	Circulars (Govt Decision Taken on 16 May 05)			Memorandum - CW
591	No. 3(1)2-5/P-1/NA8	27-5-05	A.I.				

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S.No.	No. and date of Document	No.	Date	From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Disposition
592	3(2008)/PI/2008-PM-III	2	3	Aitzaz-ud-Din D. Director PM-III	Notification			Incharge - OW (Coord - OW)
593	3(1)/NAB/TS, E/08	2	26/5/08	Umair Zaman, Assist. Dir. (Coord), TS & E wing NAB/08	APG Annual Meeting 2008 - Inspection by Progress Report against Previous APG. Matrix D Evaluation of Pakistan			Mr. Amer Bilal Addl. Dir. M&C OW
594	3(2) / 11/08 / 11 - SP	2	27/5/08	Maj (R) Addl. Dir. (SP) upon Sited Salesmen NAB	Provisional Secondary List of offices of Incharge-as 3/PS-16, 17, 18 of NAB HQ and Regional Coord -ow			
595	Nil	2	28/5/08	Ashan Travels State Life Building Other City Islamabad	Mohammad Nadeem Khan Deputy Principal (Com) International Cooperation NAB HQ Islamabad Sales Invoice Ashan Travels (Sum of Rs. 82,795)			Mr. Amer Bilal Addl. Dir - OW
596	Nil	2	29/5/08	Saddar New etc. Incharge -ow	Request for legal assistance w.r.t - buck page -o Javed Butler			Hassan Segit

Section Diary

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S.No.	No. and date of Document		From whom received	Brief Subject	File No.	Date of Final Disposal	Record of Disposal
	No.	Date					
597	Mr. Faruq	8-5-08	Siddiq, Steve Utar.	Request for Legal Assistance re- questing Andrei Rashid			Recd - 2008-05-08 File no.
598	No. 21(2) / 2008-Ach	30-5-08	Colleen, Dr. (Dr. AD (PM))	Proseco - Dalit Savings			Recd - 2008-05-08 File no.
		<u>30-05-08</u>					
599	No. 1119/2008-Jas - See 30/5/08	Tariq Afzal NAB	Dr. Director, Inspection Section)	NAB Board Book			Arif Majeed D.D. Chaudhary
600	No. 2232/28/1W-2/00 - 27/5/08	Brigadier (R) F.T. 23/NAB Smith P.08/145	Director Tis-2 Pranir N.Geb. NAB (S)	Mohammad Hadeem Khan Deputy Director (Com.) International Cooperation NAB HQ, Islamabad	Inquiry against Sophia Maguire, Atmos Controller of Buildings, London's Building Control Control Authority	Incharge - C Court - 24	Ch. Mr. Sajid
		<u>27-05-08 Recd</u>					
601	No. CDSR-14/08 - 22/5/08	Human Capital Function	Enacted Plan Review Form	Under			Incharge - D



GOVERNMENT OF
NATIONAL ACCOUNTS
ATA TURK AVE
ISLAMABAD

N
JREAU
114

25 November 2009 867

To:

Mr Manzoor-ul-Haq
Deputy High Commissioner,
Pakistan High Commission UK,
London.

Subject: Notice of Intention to Proceed to Arbitration

Reference: Your fax message No. Pol 5/10/08 dated 06/11/2009 on the subject.

The matter regarding payment to M/s Broadsheet has been reviewed in detail and following comments are offered:

- i. The Government of Pakistan / NAB has never nominated any person to receive the payments on behalf of Mr. Jerry James. The Government of Pakistan / NAB had authorized Pakistan High Commission in UK to make payments to M/s Broadsheet in two installments vide its letters dated 19/5/2008 and 29/9/2009 (copies enclosed) which were made accordingly by the Pakistan High Commission, UK. M/s Broadsheet was also served with the copies of these letters relating to the payments and the company has never raised any observation regarding non-payment of agreed amount. Now after the passage of more than a year, the question of payment to Mr. Jerry James has been raised whereas the payment was never made to him but to M/s Broadsheet.
2. As far as the questions, raised by the representatives of M/s Broadsheet, are concerned, they are baseless. NAB / Pakistan High Commission, UK should not entangle in the business conflict between James Jerry and Dr. William Pepper. We need to let them know that the payments after settlement agreement has been paid to M/s Broadsheet in line with the agreed terms and conditions.

At Col S
(Shahzad Anwar Bhatti)
Director General (Ops)
Ph: +92-51-9204824
Fax: +92-51-8219174

✓

Exhibits of the Inquiry Report (Volume-III)

Substantiated

Exhibits of TOR 5(e)

Wm. S. Hart

Exhibits of TORs 5(g&h)

AS most best

RE: Broadsheet arbitration - Further Advice on Final Partial Award (0035691-0000014)

From: lucia.raimannova@allenavery.com
 To: wqadeerdar@gmail.com; osmankk@gmail.com; umarrandhawa@yahoo.com
 Cc: pakistan_broadsheet@allenavery.com
 Date: Saturday, August 27, 2016, 08:34 PM GMT+5

Dear All

We now also have the views of Sam and his team and can confirm that we are agreed that there are no good grounds for challenging the award and that any application to Sir Anthony would likely be counter-productive.

Kind regards

Lucia

 Lucia Raimannova | Counsel | International Arbitration

Solicitor-Advocate (England & Wales)

Allen & Overy Bratislava, s.r.o.

Europaea Central 1, Príhová 4 | 811 09 Bratislava | Slovakia

Direct +421 2 5820 2470 or +44 20 3098 3761 | Tel +421 2 5820 2400

Mob +421 918 066 506

Fax +421 2 5820 2424

www.allenavery.com

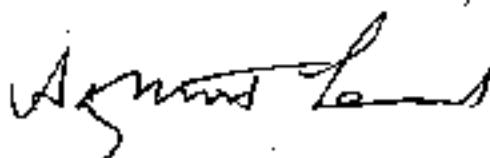
Annual Review 2015 - Convergence & Disruption

Ranked Tier 1 for Global Dispute Resolution - Chambers Global 2015

 Lead Law - your business, the EU and the way ahead

From: Gal, Rick:LT (LN)
 Sent: Friday, August 26, 2016 10:25 AM
 To: NAB PGA; osmankk@gmail.com; umarrandhawa@yahoo.com
 Cc: Gill, Judith:LT (SN); Pakistan_Broadsheet
 Subject: Re: Broadsheet arbitration - Further Advice on Final Partial Award (0035691-0000014)

(Page no. _____ of Exhibit NAB no. 87)



Country – Wise Ongoing Requests for MLA

Sr. #	Country	No. of MLAs
1.	UAE	44
2.	UK	23
3.	China	07
4.	HVI	6
5.	USA	08
6.	Malaysia	05
7.	Canada	02
8.	Switzerland	01
9.	Singapore	02
10.	KSA	03
11.	Luxembourg	01
12.	Spain	01
13.	Hong Kong	01
14.	Indonesia	01
15.	Sri Lanka	01
16.	Thailand	02
17.	Antigua	01
18.	Seychelles	02
19.	Lebanon	01
20.	Portugal	01
21.	Egypt	01
22.	Kazakhstan	01
23.	Bulgaria	01
24.	Mauritius	01
25.	Jersey	01
26.	Republic of Panama	01
27.	Madagascar	01
28.	Bahamas	01
29.	Cocos Islands	01
30.	Korea	01
	Total:	123

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Ongoing Requests for MLAs with Foreign Jurisdictions

Ser. #	Title of case	Request for MLA forwarded to
1.	Investigation against Mr. Mian Muhammad Naveed Shah / Major Nawaz Smail Hussain Nawaz Sharif, Hassan Nawaz Sharif and Capt. (R) Mohammad Saddiq.	25-08-2017 (Luxembourg, Switzerland, U.S. and DVB) 17-05-2018 (UK) 07-08-2018 (UK and DVB)
2.	Investigation against Mr. Mohammad Ishaq Dar, Senator & Ex-Federal Minister for Accumulation of Assets Beyond Known Sources of Income and Others	29-09-2017 (UAE) 07-06-2018 11-01-2018 15-05-2018
3.	Investigation against Rana Masihuddin Ahmed Khan, MPA / Provincial Minister Punjab & Others	15-12-2015 (UK) 30-09-2016
4.	Inquiry against Mr. Aleem Khan, Politician / Owner of HEXAM Investment Overseas Ltd. And Others.	31-07-2018 (UK & DVB) 14-06-2018 & 12-11-2018 (UAE)
5.	Investigation against Mr. Imran Asghar Owner of Orange Pvt Limited (now Orange Holdings Private Limited) Management, of DHA City Lahore and Others	12-06-2015 (UAE) 15-09-2016 11-06-2018 23-01-2019
6.	Inquiry against Mr. Habib Waqas / Hoss Mehmood owner of MS Apparel ltd. Antigua and Barbuda / Bahamas & Others	19-09-2018 (Antigua) 19-09-28-18 (Bahamas) 20-08-2019 (Cayman Islands) 16-09-2018 (Paranam)
7.	Investigation against Mr. Khurram Mirza, CEO of MS Amex Limited (Ex-Director of Bank of Punjab), MS Shama Export and Others.	07-03-2016 (UAE) 07-01-2019
8.	Investigation against Mr. Ahmad Khan Cheema and Others	12-07-2018 (USA)
9.	Investigation against Mr. Haider Asghar, PSP And Others	13-09-2019 (Canada)
10.	Investigation against Mr. Adnan Shah, Chief Mechanical Engineer (C&W), Pakistan Railways & Others	29-01-2019 (Madagascar)
11.	Investigation against Malik Muhammad Bilal, Ex-Bureau Manager, Taha Muhammed Ali, Ex-Relationship Manager, IBL Islamic Banking Branch, Multan, Aslam Pervez, Khalid M. Iftikhar Ali Jaffri & Others	28-08-2017 (UAE)
12.	Investigation against Holders of Public Office, Legal Person and Others involved in Fake Bank Accounts Scam regarding the purchase of vehicles and payment of export dues through fake Bank Accounts	16-01-2020 (China) 06-07-2019 (UAE)

Ser. #	Title of case	Request for MLA forwarded to
12.	Investigation against Mr. Khanjra Muhammad Asif and Other regarding Money Laundering and Financial Crimes during his incumbency as Minister for Foreign Affairs and Water & Power.	22-07-2019 (USA) 02-09-2019 (UAE)
14.	Investigation against the Holders of Public Office, Legal Persons and Others Involved in fake Bank Accounts Scam regarding extending illegal loans to M/s Technother Kinetic (Pvt) Ltd and Others	18-06-2019 (China) 18-06-2019 (Kazakhstan)
15.	Investigation against the Holders of Public Office, Politically Exposed Persons & Others involved in fake Bank Accounts Scam regarding illegal Acquisition of China Cement Company	02-12-2019 (UAE)
16.	Investigation against the Holder Office, Legal Persons and Other involved in extending fraudulent loans by Sindh Bank Limited to Banquet Companies of QMISI Group	18-13-2020 (UAE)
17.	Inquiry against Mr. Almas Iqbal Choudhary, Member of National Assembly of Pakistan	07-07-2020 (KSA)
18.	Investigation against the Holders of Public Office, Legal Persons & Others involved in fake Bank Accounts Scam regarding Illegal Creation and Expansion of Sun Life Bank	14-12-2020 (UAE) 05-08-2019 (Maldives)
19.	Inquiry against General (Retd) Pervez Musharraf & Others	12-07-2018 (UAE) 12-07-2018 (UK)
20.	Investigation against Officers & Ministry of Foreign Affairs and Others regarding Corruption and Conflict Practices at the Side of the Embassy of Pakistan in Jordan, Indonesia	26-01-2015 (Indonesia)
21.	Investigation against Muhi Mirza and Elavar Ullah, Chief Executive of NPS Fazayati Engineers (Pvt) Ltd and Others	30-03-2015 (Malaysia) 05-12-2013 (Maldives)
22.	Investigation against Mr. Graham Rawal Ayubi Owner of Nezam Trading Company (Pvt) & Others	28-04-2014 (UAE)
23.	Investigation against Mr. Asif Javed (Alias Molvi) Tariqur Rehman, Muhammad Akbar Malik, Director, M&F Exim Group & Others	05-05-2014 (Sri Lanka) 15-03-2018 (UAE) 26-5-2014 (China) 05-05-2014 (Malaysia) 30-04-2014 (Thailand)
24.	Investigation against Mr. Muhammad Irfan, MD Baran City & Urban Developers & Others	19-08-2014 (UAE)
25.	Investigation against Mr. Muhammad Bilal, M-S Build Trading Corporation & Others	31-8-2014 (China)
26.	Investigation against Mr. Ahsan Malik (Al-Barkat Ventures) & Others	30-10-2014 (Malaysia)

Ser. #	Title of case	Request for MLA forwarded to
22.	Investigation against Officers / Officials of CDA, Islamabad and others regarding affairs of Grand Hayat, Lower, Islamabad	18-06-2015 30-11-2015 20-04-2016 26-03-2016 01-APR- 23-06-2015 (USA)
23.	Investigation against Mr. Shaleen Ali Choudhary, Director NBB's Ministry of Foreign Affairs & Others	15-06-2016 (Spain)
24.	Investigation against M/s Valsita Technology Company, A Chinese Firm, Mr. Sajid Sabban (Reported Chief Executive Officer), Capital Engineering and Construction Company (CECC) and Multan Metro Bus Project & Others regarding Money Laundering	20-06-2016 (China)
25.	Investigation against Officers/Officials of Civil Aviation Authority (CAA) on the allegations of (a) irregular procurement and/or non-preparation and approval of PC-I & PU-II, (b) aware of corruption through repeat orders without tendering (c) misstated expenditure on account of charges for procurement.	21-09-2015 (USA)
26.	Investigation against Mr. Tufail Qazi, Former Accountant, Embassy of Pakistan, Sofia, Bulgaria and Others	27-06-2016 (Bulgaria)
27.	Investigation against Senator Mr. Darren Samuels and his Family Members	17-01-2016 (Jamaica) 04-10-2016 (UK) 16-10-2016 (Egypt) 04-10-2016 (Seychelles) 04-10-2016 (Portugal) 04-10-2016 (BVI)
28.	Inquiry against Syed Munson Shah, Special Assistant to Ex-Servic Minister (SPK)	30-08-2016 (USA)
29.	Investigation against Dr. Asad Abangir Khan, Ex-Federal Minister for Communications and Mrs. Asma Abangir, ex-MNA and Others	21-06-2016 (Singapore) 17-03-2017 (USA) 18-08-2016 (HK)
30.	Inquiry against KF Starjet Laser Mecon, KPA, Sindh Assembly and Others	15-12-2016 (UK)
31.	Investigation against Mr. Nasir Ali Shah Balochi, (Ex-Advisor to Chairman Defense KASD Bank) and others for Siphoning of Rs.3 - 11 Billion.	10-10-2016 (UK) 10-10-2016 (US) 15-8-2016 (Hong Kong)
32.	Investigation against Officers / Officials of Pakistan Petroleum Limited (PPL) and Others regarding Acquisition of Shares of MRD Exploration & Production Limited by PPL.	19-4-2018 (UK)

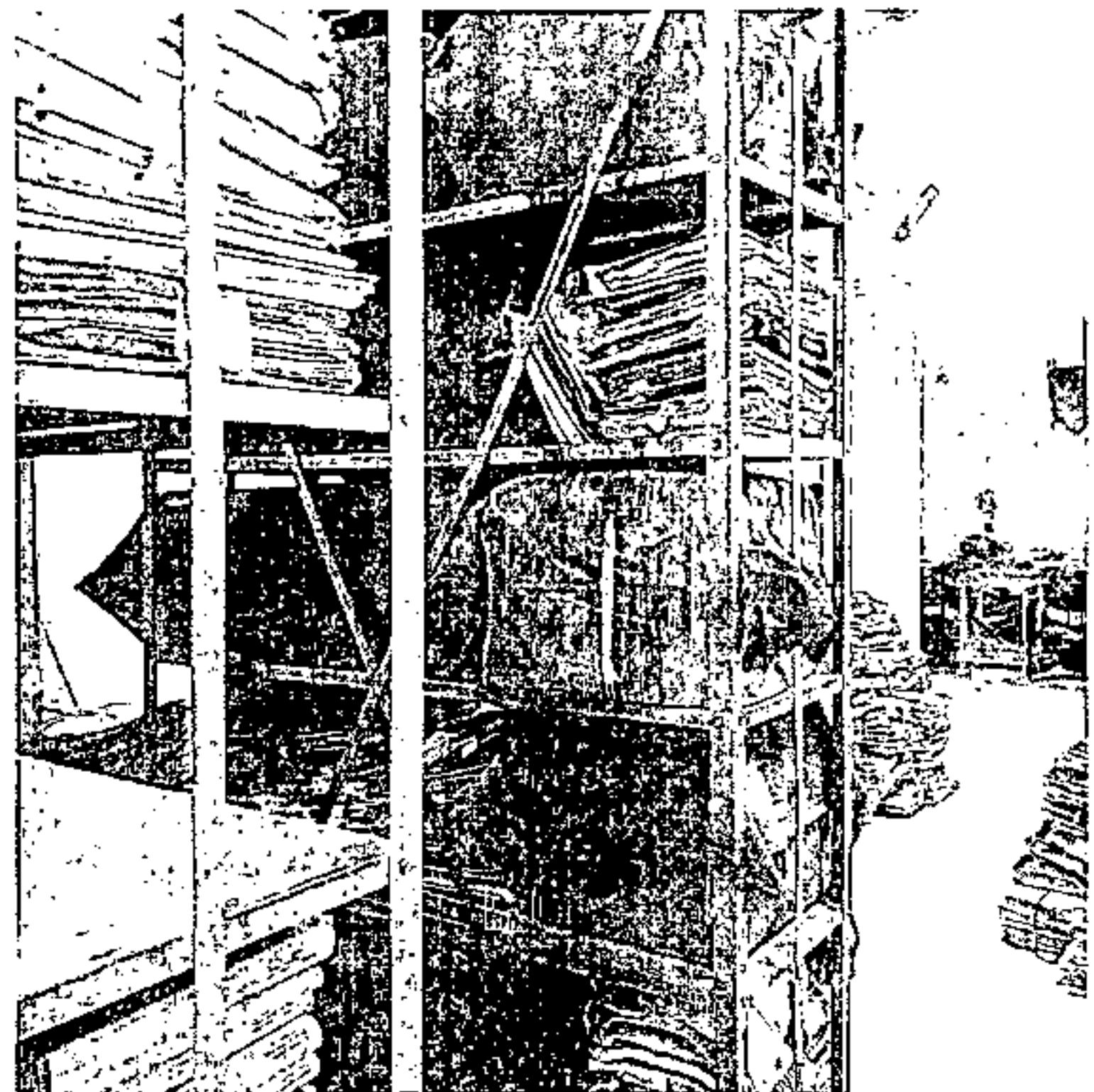
Ser. #	Title of case	Request for AIA forwarded to
38.	Investigation against Mr. Adil Umar Sadiq Ali and Others (Director of Sindh Building Control Authority)	01-11-2018 (UK) 22-03-2019 (USA)
39.	Investigation against Mr. Syed Ahmad Sohrawar Siddiqui Akbar Ahmed Sohrawar, PCS Officer, Govt. of Sindh and others	21-5-2019 (UK)
40.	Investigation against Officers/Officials of Health Department Govt. of Sindh, KPS Universal Enterprises and Others	22-2017 (UK)
41.	Investigation against Officers / Officials Of SBP, Bank Islamic, KASB and Others regarding Non-Tiered spread Amalgamation of KASB Bank into Bank Islamic	11-3-2019 (China)
42.	Inquiry against Mr. Chatijo Akbar Assistant Director, National Highway Authority and others	18-03-2020 (USA)
43.	Investigation against Mr. Zain Jawad Malik and Mrs. Ayesha Jawad Malik for Corruption and Other Practices by Money Laundering	03-01-2019 (UK) 03-01-2019 (USA)
44.	Investigation against Mr. Muhammad Karim Khan Ex- Advisor (F&T), IESP, Islamabad & others	11-09-2016 (Canada)
45.	Inquiry against Officers/Officials of Adminstration Dept., Government of KPK and others	09-08-2015 (UAE)
46.	Investigation against Mr. Moshitzai Riazani Secretary Finance Government of Balochistan and Others	09-03-2017 (USA)
47.	Investigation against Mr. Niaz Ahmed Khan, Ex-Senior Sepldt. of Police, Sindh	08-08-2017 (UK)
48.	Investigation against Mr. Noor Muhammad, XPN R&R Department, Quetta and Others	21-3-2018 (UK)
49.	Investigation against Mr. Pervez Akbar Ex Superintending Engineer PESCO, Peshawar and Others	19-04-2018 (USA)
50.	Inquiry against Officers / Official of Customs Department, Dhy Pati Peshawar	28-02-2017 (China)
51.	Investigation against Dr. Ihsan Ali, Vice Chancellor, Abdul Wali Khan University, Mardan (AWKU), regarding accumulation of assets beyond known sources of earning.	21-12-2016 (UK)
52.	Investigation against Imran Naveed Ex-ICF, Comptroller of KPK	27-12-2015 (UK) 29-01-2016 (USA)
53.	Investigation against Owners / Management of Mrs. Chaudhary Sugar Mills owned by Mr. Muhammad Nawaz Sharif, Mr. Majeed Siddiqi and Others	16-09-2020 (UAE)
54.	Inquiry against Mr. Ghulam Muhammad Qureshi, DG (Ric) Pakistan Railways & Others	19-08-2020 (Korea) 02-10-2020 (Malaysia) 02-10-2021 (UK) 02-10-2020 (Singapore)

Ser. #	Title of case	Request for MLA forwarded to
55.	Investigation against Public Office Holders regarding illegal award of Unauthorised Natural Gas (LNG) Terminal-L to 20% Engro Energy Resources Pakistan Limited (EERPL), AFR No. 18/2019.	30-09-2019 (USA)
56.	Inquiry against Mr. Ajaz Hussain Jashirwali, Ex-MNA, Jacobabad, Sindh and Others regarding corruption and corrupt practices.	26-10-2020 (IAF)
57.	Investigation against Mr. Raja Sabir Ali Zaleemwala and Others	28-02-2018 01-02-2018 21-01-2018 08-01-2018 22-10-2018 08-07-2019 29-08-2019
		to IAF + 10-01-2018 (JIV) 14-02-2019 to Lahore
58.	Investigation against Mr. Javed Aslam Qas, and Others regarding missing or purloined by intercepting exchequer to M/s Manekji causing loss to national exchequer.	20-02-2020 (Malaysia)
59.	Inquiry against Mr. Aamer Mehmood.	07-01-2021 (USA)
60.	Inquiry against Mr. Farooq Fixum Chairman Baluchistan Development Authority, Government of Baluchistan and others in Itikq Dig Project	08-02-2021 (KSA) 16-02-2021 (IAF)
61.	Inquiry against Mr. Younus Abdulla and others	10-09-2018 (IAF) 10-09-2018 (KSA) 10-09-2019 (Seebel)
		10-09-2018 (BVI)

Annex B

Spurts





Agustín

Document 1
68/03/2021

Annex C-1

Documents remis à Me Yvan Jeanneret (République islamique du Pakistan cf. Bhutto et al.)

Dossiers de la procédure P/11195/1997 (15 classeurs)

- Documents 1 à 384 (1)
- Documents 385 à 739 (2)
- Documents 740 à 1079 (3)
- Documents 1080 à 1304 (4)
- Documents 1305 à 1415 (5)
- Documents 1416 à 1636 (6)
- Documents 1637 à 1865 (7)
- Documents 1866 à 2165 (8)
- Documents 2166 à 2609 (9)
- Documents 2610 à 2972 (10)
- Déclarations d'impôt J. Schlegelmilch 1994 à 2001 (11)
- Requête du Pakistan du 15 avril 2002 et annexes (12)
- Documents remis par la SGS (N° 1338 à N° 1732) (1/2)
- Documents remis par la SGS (N° 1733 à N° 1897) (2/2)
- Reprise d'instruction par le Juge Ch. Junod

Dossiers résultant de la perquisition opérée chez Me Jens Schlegelmilch

- Bank Pasche (13 classeurs):
 - Hardlen Finance, Benington Management, Dalwington Management (I)
 - Dalwington Management (II)
 - Dalwington Management (III)
 - Tokerston Finance (202.027, 202.051), Hardlen Finance, Oxtor Trading Ltd. (202.026), Benington Management (202.087), Dalwington Management (202.089) (IV)
 - Tokerston Finance (202.051) (V)

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- Benington Management (202.087) (VI)
- Benington Management, Oxton Trading (VII)
- Oxton Trading (VIII)
- Stainfield Management, Marledon Invest, Dingor Finance, Tevinler Finance, Terlen Holding, Sintor Associated (IX)
- Dalwington Management (202.089) (X)
- Tokerston Finance (202.051) (XI)
- Benington Management, management account (202.087) (XII)
- Benington Management, current account, payments (202.088) (XIII)

Citibank (11 classeurs)

- Capicom Trading (juillet 1995 - janvier 1996) (1)
- Capicom Trading (février 1996 - août 1996) (2)
- Capicorn Trading (septembre 1996 - décembre 1996) (3)
- Capicom Trading (1995-1996) (4)
- Marvil Associated (1995-1996) (5)
- Marvil Associated (1995-1996) (6)
- Marvil Associated (juillet 1995 - janvier 1996) (7)
- Marvil Associated (février 1996 - octobre 1996) (8)
- Boner Finance (juillet 1995 - juillet 1996) (9)
- Boner Finance (août 1996 - septembre 1996) (10)
- Boner Finance (11)

Barbas / HSBC Private Bank / Crédit Lyonnais / Crédit Suisse / Habib Bank Zurich / Banque Financière de la Cité (1 classeur)

Rustal Trading (Lajee), AAZ "Sujtawa", Capicom Trading, Tokerston Finance
Barclays Bank (2 classeurs)

Mariston Securities, Nassam Overseas, Reconstruction and Development
Finance, Rawmarsh Investments, Oakshott Ltd (1)
Nassam Inc. (2)

EX-18/3/21
ATTIR SITAH

Union Bancaire Privée (3 classeurs)

- Great Pouponna (3247) (1)
- ibid. (suite) (2)
- ibid. (suite) (3)

• UBS (4 classeurs)

- 225.433 (Nusret Bhutto), 433.142 (J. Schlegelmilch), 757.590 (Capricorn), 329.449 (Hospital of the Middle East), 552.343 (Bomer Finance) (1)
- 329.449 (Hospital of the Middle East), 552.343 (Bomer Finance), 433.142 (J. Schlegelmilch), 757.590 (Capricorn) (2)
- 225.433 (Nusret Bhutto), 433.142 (J. Schlegelmilch), 329.449 (Hospital of the Middle East), 552.343 (Bomer Finance), CO-205.503 (J. Schlegelmilch), D1-101.228 (J. Schlegelmilch), 294.888 (3)
- Bomer Finance (4)

Banque Leu (14 classeurs)

- Prominter (30.975, 30.831) (1)
- 30.831 (suite), 30.016, 785.095 (J. Sunshine), Enke Corp., Lawton Business (2)
- Enke Corp., Prominter, Lawton Business, 30.975, J. Sunshine (3)
- Lawton Business (1991-1997) (4)
- Lawton Business (1988-1991, compte 30.116) (5)
- 30.116 (1986-1989), Prominter (1996-1997) (6)
- Prominter (1994-1996) (7)
- Prominter (1991-1994), J. Sunshine (1997-1998) (8)
- J. Sunshine (30.831; 1991-1996) (9)
- 30.831 (1987-1991) (10)
- 30.831 (1986-1987), 30.975 (11)
- 30.975 (1993-1996) (12)
- 30.975 (1991-1993), Enke Corp. (1996-1998), Cipas 37.322 (13)
- Lothi : Prominter, Lawton Corp., Enke Corp. compte 30.016, J. Sunshine, compte 30.831, compte 30.975) (14)

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• BNP (Suisse) (1 classeur)

- Rustal Trading - Laljee (comptes 563.429,3 et 563.259,4), Qureshi (compte 563.751,8)

• Banque Piguet (2 classeurs)

- Comptes 6303 (London) et 6379 (Londonbridge) (1)
- Comptes 6303 (London), 6379 (Londonbridge), Macman Inc., 6328; 6367, 6378, 6340 (2)

• Finter Bank (2 classeurs)

- Lodhi (1 et 2)

• Me Jens Schlegelmilch (14 classeurs)

• Société Générale de Surveillance (4 classeurs)

- Documents de la procédure (N° 1146 à N° 1337) (1)
- Extraits des procès-verbaux du conseil d'administration, communiqué de presse du 29.09.1994 (2)
- Documents de la procédure (N° 1733 à N° 1897) (3)
- Documents de la procédure (N° 1338 à N° 1732) (4)

• Circulaire bancaire du 09.02.1998 Genève, Zurich (1 classeur)

Documents transmis par la République islamique du Pakistan

(procédure de première instance à Lahore ayant conduit à la condamnation de BB et AAZ le 21 avril 1999
 (procédure d'appel)

Vol. I

Vol. II

Vol. III

Vol. IV A

Vol. IV B

Vol. IV C

Vol. IV D

Vol. IV E

*ZAFAR ul HAQ STAAT
ZAFAR ul HAQ STAAT*

Vol. IV F

Vol. IV G

Vol. IV H

Vol. IV I

Vol. IV J

Vol. V

Vol. VI

Appel N° 127/99 (4 vol.)

Appel N° 122/99 (4 vol.)

Documents transmis par la République islamique du Pakistan en relation avec
le dossier (intitulés "Important papers from exhibits" (I et II))

Meille, le 25 novembre 2008

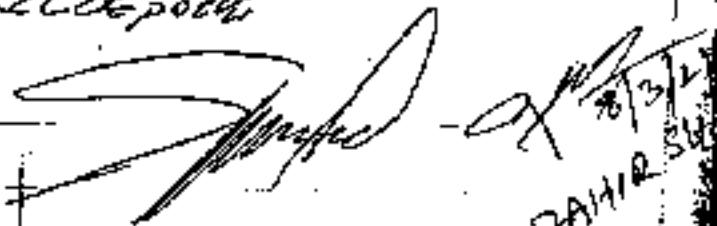
Pour la République islamique du Pakistan

Me Yvan Jeanneret

Yvan Jeanneret

N. Z.R.C.

Accepté pour


Me Yvan Jeanneret - OK
ZAHIR SULTAN

me wxy
Gillet associés

30/11/2008

Exhibit AW 3-2A
(Pages 1-5)

Annex C-2

1
Registered under companies ordinance 1984
under section 42

Union of
af
Agust 2011
08/03/2011

Agust 2011

To Whom It May Concern :

I, the undersigned, hereby certified that the document sent by National Accountability Bureau to Alliance française has been accurately translated from French to English and reviewed by our institution.

Islamabad, 1st April 2010

Matthieu Declercq
Director



MF 8/3/11
ZAHIR SHAH

2

Documents handed over to Mr. Yvan Jeanneret(Islamic Republic of
Pakistan vs Bhutto et al.)

Files of the procedure P:11195/1997 (15 Files)

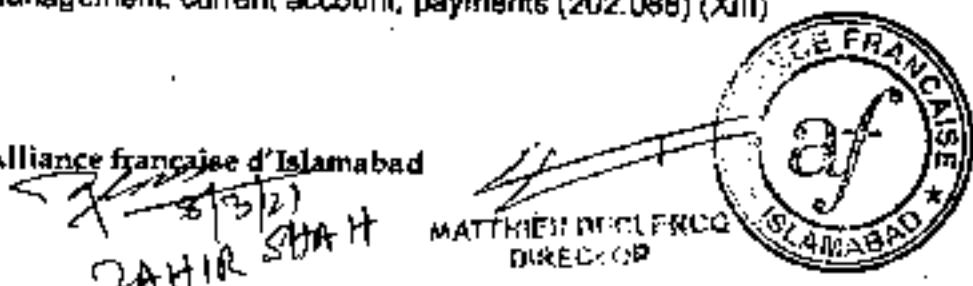
- Documents 1 to 384 (1)
- Documents 385 to 739 (2)
- Documents 740 to 1079 (3)
- Documents 1080 to 1304 (4)
- Documents 1305 to 1415 (5)
- Documents 1416 to 1636 (6)
- Documents 1637 to 1865 (7)
- Documents 1866 to 2165 (8)
- Documents 2166 to 2609 (9)
- Documents 2610 to 2972 (10)
- Tax return forms J Schlegelmilch 1994 to 2001 (11)
- Request of Pakistan dated 15th April 2002 and annex (12)
- Documents handed over by SGS (# 1338 to # 1732) (1/2)
- Documents handed over by SGS (# 1733 to # 1897) (2/2)
- Resumption of investigation by Judge Ch. Junod

Files resulting from the search carried out at Mr Jens Schlegelmilch's place

• Bank Pasche (13 files)

- Hordlen Finance, Benington Management, Dalwington Management (I)
- Dalwington Management (II)
- Dalwington Management (III)
- Tokerston Finance (202.027, 202.051), Hordlen Finance, Oxton Trading Ltd (202.026), Benington Management (202.087), Dalwington Management (202.089) (IV)
- Tokerston Finance (202.051) (V)
- Benington Management (202.087) (VI)
- Benington Management, Oxton Trading (VII)
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- Stainfield Management, Marledon Invest, Dingor Finance, Tevinter Finance, Terien Holding, Siritor Associated (IX)
- Dalwington Management (202.089) (X)
- Tokerston Finance (202.051) (XI)
- Benington Management, management account (202.087) (XII)
- Benington Management, current account, payments (202.088) (XIII)

Certified translation by Alliance française d'Islamabad



- **Citibank (11 files)**

- Capricorn Trading (July 1995 – January 1996) (1)
- Capricorn Trading (February 1996 – August 1996) (2)
- Capricorn Trading (September 1996 – December 1996) (3)
- Capricorn Trading (1995-1996) (4)
- Marvil Associated (1995-1996) (5)
- Marvil Associated (1995-1996) (6)
- Marvil Associated (July 1995-January 1996) (7)
- Marvil Associated (February 1996-October 1996) (8)
- Bomer Finance (July 1995-July 1996) (9)
- Bomer Finance (August 1996-september 1996) (10)
- Bomer Finance (11)

- **Paribas/HSBC Private Bank/ Crédit Lyonnais/ Crédit Suisse/ Habib Bank Zurich/ Banque Financière de la Cité (1 file)**

- Rustal Trading (Lajee), AAZ « Sujtawat », Capricorn Trading, Tokerston Finance

- **Barclays Bank (2 files)**

- Mariston Securities, Nassam Overseas, Reconstruction and Development Finance, Rawmarsh Investments, Oakshott Ltd (1)
- Nassam Inc. (2)

- **Union Bancaire Privée (3 files)**

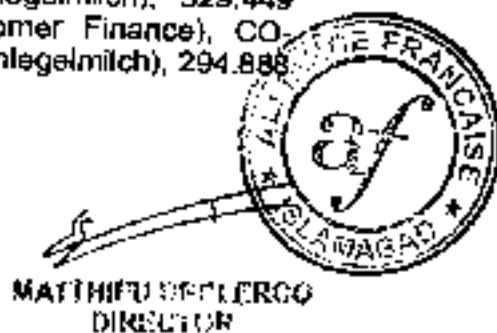
- Great Pouponna (3247) (1)
- Ibid. (continuation) (2)
- Ibid. (continuation) (3)

- **UBS (4 files)**

- 225.433 (Nusrat Bhutto), 433.142 (J. Schlegelmilch), 757.590 (Capricorn), 329.449 (Hospital of the Middle East), 552.343 (Bomer Finance) (1)
- 329.449 (Hospital of the Middle East), 552.343 (Bomer Finance), 33.142 (J. Schlegelmilch), 757.590 (Capricorn) (2)
- 225.433 (Nusrat Bhutto), 433.142 (J. Schlegelmilch), 329.449 (Hospital of the Middle East), 552.343 (Bomer Finance), CO-205.503 (J. Schlegelmilch), D1-101.228 (J. Schlegelmilch), 294.888 (3)
- Bomer Finance (4)

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2011-08-17
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Banque Leu (14 files)

- Prominter (30.975, 30.831) (1)
- 30.831 (continuation), 30.016, 785.095 (J. Sunshine), Enka Corp., Lawton Business (2)
- Enka Corp., Prominter, Lawton Business, 30.975, J. Sunshine (3)
- Lawton Business (1991-1997) (4)
- Lawton Business (1988-1991, account 30.116) (5)
- 30.116 (1986-1989), Prominter (1996-1997) (6)
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- 30.831 (1986-1987), 30.975 (11)
- 30.975 (1993-1996) (12)
- 30.975 (1991-1993), Enka Corp. (1996-1998), Cipas 37.322 (13)
- Lodhi : Prominter, Lawton Corp., Enka Corp. account 30.016, J. Sunshine, account 30.831, compte 30.975) (14)

BNP (Switzerland) (1 file)

- Rustai Trading: Laljee (accounts 563.429.3 and 563.259.4), Qureshi (account 563.751.8)

Banque Pictet (2 files)

- Accounts 6303 (London) and 6379 (Londonbridge) (1)
- Accounts 6303 (London), 6379 (Londonbridge), Macman Inc., 6328, 6367, 6378, 6340 (2)

Finter bank (2 files)

- Lodhi (1 and 2)

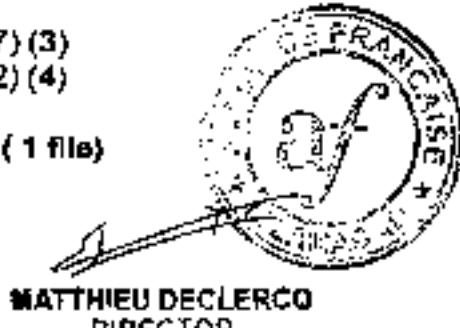
Mr Jens Schlegelmilch (14 files)

Société Générale de Surveillance (4 files)

- Documents of the procedure (# 1146 to # 1337) (1)
- Extracts of the minutes of the board of directors, press release dated 29/09/1994 (2)
- Documents of the procedure (# 1733 to # 1897) (3)
- Documents of the procedure (# 1338 to # 1732) (4)

Banking Decree dated 09/02/1998, Geneva, Zurich (1 file)

Certified translation by Alliance française d'Islamabad



MATTHIEU DECLERCO
DIRECTOR

Documents handed over by the Islamic Republic of Pakistan

(Initial proceedings in Lahore leading to the conviction of BB and AAZ on 21st April 1999 and Appeal proceedings)

- Vol. I
- Vol. II
- Vol. III
- Vol. IV A
- Vol. IV B
- Vol. IV C
- Vol. IV D
- Vol. IV E
- Vol. IV F
- Vol. IV G
- Vol. IV H
- Vol. IV J
- Vol. V
- Vol. VI
- Appeal # 127/99 (4 vol.)
- Appeal # 122/99 (4 vol.)

Documents handed over by the Islamic Republic of Pakistan in connection with Rockwood

2 files (titled "Important papers from exhibits" (I and II)

Geneva, 25th November 2006

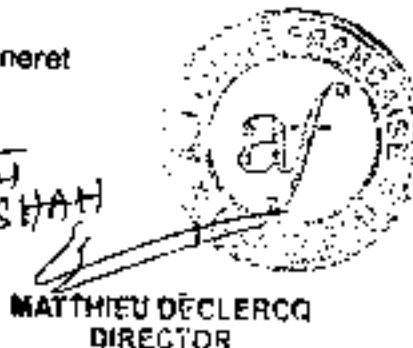
For the Islamic Republic of Pakistan

Mr. Yvan Jeanneret

On behalf of Mr Jeanneret
(signature)

Attested true copie
Fontanelassociés
Address
(signature) 30/11/2006

Certified translation by Alliance française d'Islamabad



DATA OF CONCLUDED / DECIDED/ CLOSED CASES

Annex D-1

Sl. #	Title of Case	Request to MLA Forwarded to	Information Received or Not	Present Status
Lahore				
1.	Athar Hayat, CEO and Amir Maqsood Malik, Director M/s Bahum Associates	20-08-2018 to UK, 06-11-2018 to UAE and 06-11-2018 to Lebanon.	Partial record of goods imported by M/s Bahum Associate and M/s Eco-Poworgen was received from Lebanon authorities on 25-01-2019.	Inquiry was closed on 31-07-2019 at NAB's end because the accused persons are businessmen / private persons, declared their business / properties held abroad under Foreign Asset (Declaration and Repatriation) Act, 2018 and paid taxes, accordingly. The matter regarding evasion of custom duty was referral to FBR for necessary action.
2.	Investigation against Mr. Saeed Akhtar, Ex-General Manager (Operations), Pakistan Railways	China	Nil	ACR No. 14/2014 State Vs. Saeed Akhtar etc (Embezzlement in Pakistan Railways) acquitted vide dated 23-Sep-20 i.e. "The court has accepted application w/s 265-K, Cr.P.C and acquitted accused Saeed Akhtar and Ahsan Mehmood Mian". Crl. APL No 56227/2020, NAB through PGA Vs. Saeed Akhtar and Ahsan Mehmood Mian against acquittal has been filed on 28 Oct 2020.
3.	Investigation against Anwar Ali Cheema, Ex MNA Sargodha	UAE	Nil	The investigation revealed that the accused inherited huge assets prior to 1985 and there was no cogent and convincing evidence found during the investigation, therefore, the investigation was closed on 07.09.2007.
4	Investigation against Sh. Muhammad Tahir Rashid Ex-MNA, Multan.	UK	Nil	The investigation revealed that prima facie the accused did not possess assets disproportionate to known sources of income, therefore, the case was closed on 17.07.2008.
5	Investigation against Ghulam Mustafa Khar, Ex- Federal Minister Power Muzafargarh	UK	Nil	The investigation revealed that prima facia the accused did not possess assets disproportionate to known sources of income, therefore, case was closed on 17.06.2014.

<u>Sr #</u>	<u>Title of Case</u>	<u>Request to MLA forwarded to</u>	<u>Information Received or Not</u>	<u>Present Status</u>
6.	Investigation against Nasir Ashraf, Director Harith General Trading, LLC Dubai, Aamir Saleem Anwar Khan C.P, Nasir Saleem Anwar Khan and Tahir Saleem Anwar Khan Directors of M/s Chittora Pvt. Ltd.	UAE and Switzerland	MLA withdrawn by NAB Lahore vide its letter dated 18-09-2020.	Due to settlement between the complainant bank (bank of Punjab) and accused persons and consent decree by the Banking Court Lahore on 05.12.2017 in favour of Bank, the investigation was recommended for closure and the same was approved by Accountability Court on 23.04.2019.
7.	Investigation against Jehangir Badar Ex Federal Minister Lahore	UAE and Denmark	Nil	ACR No 39/2002 filed in Honorable Accountability Court No 3, Lahore. The accused was acquitted on 25.09.2010.
8.	The State Vs Haroon Ahmed, Shaheena Hamayun Dr Rasheed, Mehreen Haroon of Rouf International Advisory Services (Pvt) Ltd, Khurram Shahzad and Avais Ilyas T.S.S Pvt. Ltd.	UAE, USA and UK.	Nil	Accused convicted by the Accountability Court on 01.11.2013.
9.	Inquiry Against Haroon Akhtar Khan, Ghazi Akhtar Khan and Mrs. Saba Haroon Khan- M/s Tandianwala Sugar Mills (Pvt) Ltd & Others	15-09-2016 to UK and 15-09-2016 to UAE	MLA request withdrawn by the NAB Lahore vide its letter dated 25-05-2018.	The inquiry was authorized on STR, later on accused persons submitted affidavit regarding details of remitters who remitted the alleged amounts in their accounts. No information received from foreign jurisdiction therefore, the case was closed on 04.10.2017.
10.	Inquiry against Ahmed Hamayun Shaikh, CEO/ Director Ali Jahangir Siddiqui, Ex-Director and Ahsan Hamayun Shaikh Ex- Director of M/s Azgard Nine Ltd & Agritech Ltd.	15-11-2018 to Switzerland 15-11-2018 to Sweden 15-11-2018 to Italy 15-11-2018 to Denmark	Letter sent to NAB IQ for withdrawal of MLA.	The SECP has already conducted the investigation and had exonerated the company from all charges of transferring the funds with the approval of competent forums. Furthermore, Section 41 (B) of SECP Act, 1997 (Amended in 2016) provides protection in the matter falling under the jurisdiction of the SECP. Therefore, inquiry was closed on 16.08.2019.

Sr #	Title of Case	Request to MLA forwarded to	Information Received or Not	Present Status
11.	Investigation against Azmatullah, Deputy Commandant, Baluchistan Constabulary, Quetta.	UAE	Nil	Case was recommended for closure and application w/s 9(c) of NAO, 1999 filed in AC on 20.09.2016 and AC rejected the application. Accused file WP No. 3234/2018 in LHC against the decision of AC and LHC vide order dated 18.10.2016 suspended the operation of order of AC. The case is sub judice before LHC. Last date of hearing was 24.3.2020.
12.	ACR No 06/2012 The State Vs Rana Quaiser Nazir, Mohsin Abbasi, Antine Qaiser, Ali Ayaz Sarwar and Hafiz Usman Yousaf	08-05-2014 to UK 20-01-2015 to UK 20-03-2012 and 04-10-2019 to UAE	Partial information received from UAE authorities regarding bank statement of account maintained by Dubai Islamic Bank, UAE through MoFA on 17-01-	Accused convicted on 22-12-2017.
13.	Inquiry against Anwar ul Haq, Chief Executive/ Director, Ahmad Parooq Director and Muhammad Akram Murgagor of M/s Mayo Gas (Pvt) Ltd Lahore	11-01-2013 to UK	MLA withdrawn by NAB Lahore on closure of inquiry.	Inquiry revealed that no fraud and forgery was committed, Askari Leasing Ltd. (complainant) secured its loan through court decree therefore, the inquiry was closed on 13.10.2013.
14.	Inquiry against Directors / Owners/ Managers of M/s Harvest Topworth International and others	17-04-2015 to UK	MLA withdrawn by NAB Lahore on closure of inquiry on 12-08-2015	There were only two complainants, NAB has already inquired the case against the accused and closed the same in 2005, therefore, the inquiry was closed on 17.04.2015 and matter regarding non-registration was forwarded to SECP.
15.	CV against Arif Javed and Gulzar Ahmed Account Holders of SCB GT Road Gujranwala	14-04-2014 to UAE	Information received on 01-06-2014.	The complaint verification on STR carried out which revealed that the amount remitted from UAE was justified therefore, CV was decided as NFA on 19.06.2014.

<u>Sr #</u>	<u>Title of Case</u>	<u>Request to M.I.A forwarded to</u>	<u>Information Received or Not</u>	<u>Present Status</u>
16.	Complaint Verification against officials of Civil Aviation Authority of Pakistan and Others regarding Expansion of Passengers Terminal Building and related Apron at Allama Iqbal International Airport Lahore.	12-03-2019 to China	Nil	As no amount spent due to cancelation of the project by CAA, the complaint verification was decided as NFA on 15-01-2020.
Multan				
17.	Investigation against Malik Muhammad Bilal, Ex-Branch Manager, Taha Muhammad Ali, Ex-Relationship Manager, HBL Islamic Banking Branch, Multan, Aslam Pervaiz, Khalid Mahmood Ali Jaffar and others	28-08-2017 to UAE	Nil	Reference has been filed in Accountability Court and accused is evading the due process of Law. Case is at trial stage.
18.	Corruption/ misappropriation/ embezzlement of funds in the affairs of Metro Bus Project Multan	29-01-2019 to China	Information received	Reference has been filed in Accountability Court, which is under trial.
19.	Investigation Against Tanveer Nusrat, Storage Officer, Punjab Food Department, Rahim Yar Khan and others	29-01-2019 to UAE	Information received	Reference has been filed in Accountability Court, which is under trial.
Rawalpindi				
20.	Inquiry against Zulfiqar Bukhari s/o Wajid Bukhari and others	29-10-2019 to BVI	No information received from BVI authorities.	No offence under NAO, 1999 is made out as no evidence of corruption and corrupt practices or illegal gain against the accused and others has surfaced therefore inquiry was closed on 16.01.2020.

<u>Sr #</u>	<u>Title of Case</u>	<u>Request to MLA forwarded to</u>	<u>Information Received or Not</u>	<u>Present Status</u>
21.	Inquiry against Officers of Ministry of Foreign Affairs and Others regarding Corruption and Corrupt Practices in the Sale of the Embassy of Pakistan at Tokyo (Japan) (Kamran Niaz, Ex-Ambassador, Asghar Ali Golo, Ex-First Secretary, Haseeb ur Rehman, Businessman)	28-06-2016 to Japan	No Information received from Japan authorities.	Due to lack of incriminating evidence as well as lack of confidence inspiring documentary evidence for trial in the court, inquiry closed on 03-12-2020.
22.	Inquiry against Muhammad Sarwar, Ex-Member PCTC.	UAE	Nil	The allegation of accumulation of assets beyond known sources of income is not established during the course of inquiry, therefore, the inquiry was closed on 07.09.2017.
23.	Inquiry against Major General (R) Salim Ishaq	USA and UK	Nil report from USA	No prima facie case is made out against the subject accused therefore; inquiry closed on 22-08-2003.
24.	Inquiry against Azhar Ali Farouqi, Additional Director General FIA	USA	Information received	No incriminating evidence has been found to substantiate the allegations therefore; inquiry closed on 16-06-2001.
25.	Inquiry against Ch. Muhammad Asghar, Ex-Naib Tehsildar, Rawalpindi	UK	Nil	No evidence of corruption or accumulation of properties beyond known sources of income has been established therefore; inquiry closed on 08-03-2003.
26.	Investigation against Dr. Naik Muhammad Sheikh, officials of NIL Shaukat Ahmed Khan, Contractor M/s Majeed Sons	Thailand	Information received	The allegations were not established during investigation therefore, the investigation closed on 6.1.2005
27.	Investigation against Syed Hassan Naddeem, Fayyaz Ahmed Khan, (Ex-employees of Askari General Insurance co. Ltd) Mrs. Asma Hassan W/o Syed Hassan Naddeem, Mrs. Ayesha Khan W/o Fayyaz Ahmed Khan, Partners of M/s Insurance and Software Brokerage House.	Singapore, UAE and UK	-	Information obtained from Singapore through MLA clearly indicates that no loss has been caused to the AGICO-Pakistan and any offence if committed is of forgery which does not fall under the ambit of NAO 1999. Therefore; investigation recommended for closure on 14.03.2016 and Accountability Court approved closure on 9.5.2016.

Sr #	Title of Case	Request to MLA forwarded to	Information Received or Not	Present Status
28.	Reference No 09/2020 State Vs. Maj Gen (R) Mustafa Anwar Hussain Ex-Ambassador & others	Indonesia	-	Reference filed in Accountability Court (Ref No. 09/2020). Proceedings abated on 26-10-2020 due to death of accused Maj Gen (R) Mustafa Anwar Hussain.
29	Reference No. 10/2015 State Vs Haroon Tabraiz & others Malik Haroon Tabraiz, CEO/Director, Malik Mansoor Tabraiz, Director and Muawiz Amin Director / Agent	Singapore and KSA	Partial reply from KSA received.	Reference filed in Accountability Court (Ref No. 10/2015). The learned Court, while announcing the judgment acquitted the accused Mansoor Tabraiz. The remaining two accused namely Haroon Tabraiz and Muawiz Amin are Proclaimed Offenders. The court consigned the file in the record room. Crl. Appeal No. 462/2017 filed by NAB is pending Hon'ble Lahore High Court, Rawalpindi Bench, Rawalpindi.
30.	Ref No 19/2006, The State Vs Brig (R) Hamid Mahmood, Muhammad Shafique Ahmed, Director Project Cement, Nizampur Cement Plant, Army Welfare Trust (AWT) and Khawaja Jamil Ahmed, Private Person	Singapore	Nil	Accused was convicted and filed appeal against his conviction in Lahore High Court Rawalpindi Bench Rawalpindi, the same was allowed by the Hon'ble Court on 06.04.2017. CPLA No. 527/2017 filed by NAB against the judgment 06.04.2017 before the august Supreme Court of Pakistan which is pending Crl. A 468/2014 filed by accused Muhammad Shafique against his conviction in Lahore High Court Rawalpindi Bench Rawalpindi, the same was allowed by the Hon'ble Court on 06.04.2017. CPLA No. 529/2017 filed by NAB against the judgment 06.04.2017 before the august Supreme Court of Pakistan which is pending.

Sr #	Title of Case	Request to MLA Forwarded to	Information Received or Not	Present Status
31.	<p>Reference No: 08/2014 State Vs M/s Karkey Karadeniz Elektrik Uretim & others</p> <p>1. M/s Karkey Karadeniz Elektrik Uretim A.S 2. M/s KarPak (Pvt) Ltd. 3. Mr. Osman Mural Karadeniz, Chairman of Board of Directors. 4. Mr. Orhan Remza Karadeniz, Corporate Member of Board of Directors. 5. Mr. Nuri Dogan Karadeniz, Assistant Chairman of Board of Directors. 6. Mr. Ali Can Yalcinyaci, Member of Board of Directors, Kary Karadeniz Elektrik Uretim A.S. 7. Mr. Sadiq Selami Karadeniz Corporate Member of Board of Directors 8. Mrs Nuray Atasik, Director, Karkey Karadeniz Elektrik Uretim A.S 9. Raja Babar Ali Zulqarnain, Country Manager, Karkey. 10. Asad Mehmood, Director M/s KarPak (Pvt) Ltd 11. Raja Pervez Ashraf, Ex-Minister for Water & Power. 12. M. Ismail Qureshi, Ex-Secretary Ministry of Water & Power 13. Shahid Rabb, Ex-Secretary M/o Water & Power. 14. Zarar Aslam, Ex-Addl. Secretary, M/o Water & Power 15. Tariq Iftah, Ex-MD, PPIB, Islamabad. 16. Fazal Ahmed Khan, Ex-MD PEPCO. 17. N.A. Zibairi, MD, PPIB, Islamabad. 18. Tahir Bashir Chishti, Ex-MD PEPCO. 19. Ch. Abdul Qadeer, Ex-Director PEPCO 20. Muhammad Saleem Arif, Ex-Director PEPCO Board. 21. Muhammad Razi Abbasi, Ex-Director PEPCO Board. 22. Iqbal Ali Shah, Ex-Director PEPCO Board 23. Waqar Ali Bhaiya, Ex-Director PEPCO Board 24. Rana Muhammad Amjad, Ex-GM WJHPO. 25. Muhammad Jamil, CEO, LPGCL (GENCO-IV) 26. Rafiq ur Rehman Abbasi, CEO, LPGCL 27. Muhammad Anwar Biroo, CEO, LPGCL.</p>	Switzerland, Lebanon and UAE	Information received from Switzerland	Settlement between Karkey Karadeniz Electric Uretim and Government of Pakistan has been executed on 20.12.2019. In this regard, Karkey shall waive USD 1.2 billion (plus interest nearly USD 90 million annually) awarded to Karkey. Reference withdrawn to the extent of M/s Karkey.

<u>Sr #</u>	<u>Title of Case</u>	<u>Request to MLA forwarded to</u>	<u>Information Received or Not</u>	<u>Present Status</u>
32.	Reference No. 59/2002 State Vs Asif Ali Zardari and others (Import vehicle BMW Car case)	UK MLA for Key of BMW car was requested.	Yes	Reference No. 59/2002 was filed in Accountability Court and decided in the form of acquittal on 14.03.2008. The court accepted application u/s 265-K Cr. PC filed by accused Asif Ali Zardari.
Khyber Pakhtunkhwa				
33.	Hafeez ur Rehman, Ex- Secretary Administration and Local Govt Department, Govt. of KP & others. Syed Zafar Ali Shah, Ex- Secretary, Siraj ul Haq Ex- DS Finance, Israr Muhammad, Ex- Addl Secy. Law. Munilazir Khan Ex-Addl Secy. Home, Shafqat Malik, Ex- AIG, Hassan Mehmood, Ex- Secy. Admin, Tahir Zafar Abhasi, Ex- DS Admin, Niaz Budshah Afridi, CEO M/s Toyota Frontier.	NAF	Received	Inquiry closed at NAB's end because of there was no prosecutable evidence was available and referred to the Chief Secretary KP on 09-09-2020 for action on irregularities.
34.	Officers / Officials of M/o Food Security & Research, Provincials Food Deptt, Customs Deptt, and others	Afghanistan	Not received	Inquiry was closed on 17-06-2019 because evidence collected does not support the allegations levelled in the complaint
35.	Irfan Muhammad S/o Taj Muhammad, Senior Engineer (Civil), Cantonment Board, Peshawar and others,	UK	Not received	The case was closed at NAB's end being petty issue and referred to FIA on 16-08-2018.

Annex D-2

LIST OF CONCLUDED CASES (MEGA CASES)

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial/Court's Decision/ current status
1	The State Vs Aslam Hayat Qureshi & others (ARY Gold case) Ref No. 23/2000	Grant of license to M/s ARY Traders for import of Gold/Silver and thus causing loss to public exchequer amounting to Rs. 182 Crores 24 lacs 74 thousand.	Requests for MLA to Swiss authorities on October 3, 1997 and November, 1997	Documents received from Switzerland; ✓ Copies of orders of Swiss Court regarding freezing of bank accounts of Benazir Bhutto, Asif Ali Zardari and Mrs. Nusrat Bhutto. ✓ Incorporation Certificates of offshore companies ✓ Copy of Memorandum of Association of Capricorn Trading Co; ✓ Copy of Certificate of incorporation of Capricorn Trading S.A in BVI; ✓ Copy of record showing transfer of massive amount from Ac No. 818097 City Bank Dubai to account of City Bank Geneva;	Application u/s 265-K Cr. P. C was accepted whereby the accused Asif Zardari was acquitted. 12-12-2014 (Acquittal) Appeal filed by NAB in IHC on 27-03-2015, which is pending.
2	State Vs Benazir Bhutto Ref No. 26/2000	Frozen Assets of Mr. Shakal Ali Kazmi alongwith 40 individuals (MCB Case). Estimated value US\$1 Billion and 500 Million.	Requests for MLA to the Swiss authorities.	Documents received from Switzerland; ✓ Copies of orders of Swiss Court regarding freezing of bank accounts of Benazir Bhutto, Asif Ali Zardari and Mrs. Nusrat Bhutto. ✓ Incorporation Certificates of offshore companies.	Reference abated due to death of Ms. Benazir Bhutto. 15-01-2018 (Abated)

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
3.	The State Vs Benazir Bhutto & others (URSUS Tractor Scheme case)	Corruption and Corrupt Practices in the purchase of URSUS Tractors under the Awami Scheme. Loss caused to ADBP Rs. 268.3 million and loss to revenue to the tune of Rs 1.671 billion.	Requests for MLA to the Polish and Swiss authorities.	Documents received from Poland and Switzerland: ✓ Correspondence between Jean Schelgelmich and Directors of URSUS Company Poland. ✓ Bank Accounts details. ✓ Money in Swiss Banks. ✓ Copies of Swiss Authorities orders regarding freezing blocking of accounts of Dargal Associates.	Application u/s 265-K CrPC was accepted whereby the accused Asif Zardari was acquitted. 12-12-2014 (Acquittal) Appeal filed by NAB in IHC on 30-12-2014, which is pending.
4.	The State Vs Asif Ali Zardari & others (Assets Case)	Assets beyond known sources of income. Approximate amount of the property as calculated by Ehtesab Bureau was US \$ 1.5 million (Abroad) and Rs. 22 billion in Pakistan.	Requests for MLA initiated to: • UK authorities 21.10.1997 and 18.09.2000. • Swiss authorities 06.11.1997.	Documents received from Bow Street Magistrate's Court (22000 documents approx.).	Application u/s 265-K Cr.P.C was accepted whereby the accused Asif Zardari was acquitted. 26-08-2017 (Acquittal) Appeal filed by NAB in EHC (Rwp Bench) on 09-09-2017, which is pending.
5.	The State Vs Asif Ali Zardari & others (Cotecna Case)	Corruption and corrupt practices by awarding contract for pre-shipment inspection (PSI) to M/s Cotecna. Estimated loss US\$ 537,694.	Requests for MLA initiated to Swiss, UK, USA and French authorities	Information / Record received from Switzerland, UK and Isle of Man	Application u/s 265-K CrPC was accepted whereby the accused Asif Zardari was acquitted. 24-11-2015 (Acquittal) Appeal filed by NAB in IHC on 11-12-2015, which is pending.

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
6.	The State Vs Asif Ali Zardari & others (SGS Case) Ref No. 41/2001	Receiving kickback & commission by the accused from SGS PSI Company. Total of inspection fee paid to PSI company is US\$ 725.6 M. Another amount of US\$ 6.8 M being disputed, held by CBR.	Requests for MLA initiated to the Swiss authorities	<p>Documents received from Switzerland.</p> <ul style="list-style-type: none"> ✓ Copies of orders of Swiss Court regarding freezing of Bank accounts of Benazir Bhutto, Asif Zardari and Mrs. Nusrat Bhutto. ✓ Bank statements of Union Bank Switzerland. ✓ Incorporation Certificates of offshore companies. 	Application u/s 265-K CrPC was accepted whereby the accused Asif Zardari was acquitted. 24-11-2015 (Acquittal) Appeal filed by NAB in IHC on 11-12-2015, which is pending.
7.	Admiral (R) Mansur-ul-Haq Case Ref No. 43/2001	Kickback in defence deal	NAB requested Mr. Jacques Python for repatriation of Assets from Switzerland. Admiral (R) Mansur-ul-Haq dated July 23, 2002.	Documents received from Python relating to Defence deal	<ul style="list-style-type: none"> • Admiral (R) Mansur-ul-Haq was released on 21.12.2003 after paying US \$ 7.5 Million. • Reference was disposed-off on 31.01.2002. • Co-accused Aunir Lodhi was acquitted by SCP
8.	Oil for Food Case (Spanish Case)		<ul style="list-style-type: none"> • Request initiated to UN Independent Inquiry Committee (IIC) for provision of information related to Petrolane Free Zone Company (FZC) and illicit gains on 29-03-2006. • Request for MLA initiated to the Embassy of UAE in Pakistan to obtain information regarding the activities and Banking transactions of Ms. 	<ul style="list-style-type: none"> • Documents received regarding Ms. Benazir Bhutto's Banking transactions in Spain. • Documents received from UN IIC confirming the receipt of illegal payments by Ms. Benazir Bhutto's Offshore Company Petrolane FZC. • Documents pertaining to off shore companies Petrolane FZC and Tempo Global Gains received. 	Case disposed of in June, 2007.

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
			<p>Benazir Bhutto's offshore companies Petroleum. A reminder was also issued on 10-07-2006.</p> <ul style="list-style-type: none"> • Request for MIA initiated to the Embassy of Spain in Pakistan to obtain information regarding the activities and Banking transactions of Benazir Bhutto Offshore companies Petrofanc FZC and Tempo Global Gains in Spain • Filing of application in the 1st Instance Court, Valencia, Spain by GoP to become civil party to the criminal proceedings against Benazir Bhutto and her cronies on charges of Money Laundering. 		
9.	Mr. Fawzi Ali Kazmi	Money Laundering and Drug Trafficking	<p>Request for MIA initiated to Switzerland authorities in 1997.</p>	<ul style="list-style-type: none"> • Bank account was seized by Swiss authorities. • An agreement between the GoP and the Swiss Federal Office of Justice regarding transferred of forfeited assets was signed on May 18, 2005. 	<p>Case disposed off and an amount of CHF 553420.50. (Rs. 25,595,698) transferred to Pakistan on June 30, 2005.</p>

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
10.	Inquiry against Mr. Moonis Elahi S/o Ch. Pervaiz Elahi ICW File No. 8-2(1)/L/ICW/NAB/2018	Assets beyond known sources of income and through money laundering	Request for MLA initiated to Singapore, UK, Spanish, BVI and Switzerland authorities on 30-07-2018.	<p>Information received from Spanish authorities regarding economic data and information related to bank accounts and properties contained in databases of the following legal persons.</p> <ul style="list-style-type: none"> ▪ Moonis Elahi; ▪ Chaudhary Pervaiz Elahi; ▪ Qaisra Elahi; ▪ Threem Elahi; ▪ Shafaat Hussain Chaudhary; ▪ Shujaat Hussain Chaudhary. <p>• However, no information received from Switzerland, Singapore, BVI and UK.</p>	Inquiry closed on January 19, 2021.
11.	Investigation against Cn. Shujaat Hussain, Ch. Pervaiz Elahi and Others ICW File No. 8-2(4)/L/ICW/NAB/2018	Accumulation of assets beyond known sources of income. Misuse of authority and Willful default of Bank Loans.	Requests for MLA initiated to UAE authorities on 30-04-2018 and 19-05-2020.	No information received from UAE authorities.	Investigation closed on January 19, 2021.

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
12.	Reference No. 18/2017 The State Vs Mian M. Nawaz Sharif & others (Flagship Case)	Accumulation of assets titled Flagship Investment Limited and 15 other companies and their respective assets.	Requests for MLA initiated to UAE, BVI and UK	Partial information received.	<p>Accused Mian M. Nawaz Sharif was Acquitted on 24.12.2018.</p> <p>Crl. Appeal No. 3/2019 filed before the Hon'ble Islamabad High court, Islamabad on 03-01-2019 which is <u>pending</u> before the Hon'ble High Court. (at P.C. Notice stage)</p> <p>Last Date fixed in Appeal: <u>09.12.2020</u> but the same was <u>cancelled later on</u>.</p> <p>Previous Date was <u>02.12.2020</u> when Mian M. Nawaz Sharif has been declared P.O. in Crl. Appeal No. 1/2019 (Order attached).</p> <p>Next Date in Appeal: <u>Not fixed yet</u>.</p>

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
13.	Reference No. 19/2017 The State Vs Mian M Nawaz Sharif & others (Al-Azizia and Hill Metals)	Acquisition of assets titled Al-Azizia Steel Company Ltd, Jeddah, Kingdom of Saudi Arabia (KSA) and Hill Metals Establishment, Jeddah KSA and their respective assets	Requests for MLA initiated to KSA, UK and Switzerland	Partial information received.	<p>Accused Mian M. Nawaz Sharif was convicted with R.I for 7 Years with a fine of Rs. 1.5 Billion and US\$ 25 Million on 24.12.2018. Hassan and Hussain Nawaz were declared P.Os and their perpetual Warrants of Arrest were issued.</p> <p>Crl. Appeal No. 01/2019 filed by Mian M. Nawaz Sharif is <u>pending</u> before Islamabad High Court, Islamabad.</p> <p>Last Date fixed in Appeal: <u>09.12.2020</u> but the same was <u>cancelled later on</u>.</p> <p>Previous Date was <u>02-12-2020</u> when Mian M. Nawaz Sharif has been declared P.O. (Order attached).</p> <p>Next Date in Appeal: <u>Not fixed yet</u>.</p> <p>Crl. Appeal No. 02/2019 filed by NAB is <u>pending</u> before Islamabad High Court, Islamabad. Last Date fixed in Appeals: <u>09.12.2020</u> but the same was <u>cancelled later on</u>.</p> <p>Previous Date was <u>02.12.2020</u>.</p>

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
					Next Date in Appeals: <u>Not fixed yet.</u>

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
14.	Reference No. 20/2017 The State Vs Mian M. Nawaz Sharif & others	It is alleged that accused Persons own / possess Avenfield Properties namely apartment No. 16, 16a, 17 and 17-A, Park Lane, London and failed to justify the legal / bonalide sources / means for purchase of said properties.	Requests for MLA initiated to UK, BVI, Switzerland, Luxembourg	Partial information received	<p>The accused Mian M. Nawaz Sharif has been convicted under Section 9(a)(v) of NAO, 1999 for <u>10 Years R.I and a fine of 08 Million Pounds</u> and also convicted for <u>01 year imprisonment</u> under Serial No. (2) of Schedule attached with NAO, 1999.</p> <p>The accused Maryam Nawaz has been convicted under section 9(a)(v)(xii) for <u>7 Years R.I and a fine of 02 Million Pounds</u> and also convicted for <u>01 year imprisonment</u> under Serial No. (2) of Schedule attached with NAO, 1999.</p> <p>The accused Capt (R) M. Safdar has been convicted under section 9(a)(v)(xii) for <u>01 Years R.I</u> and also convicted for <u>01 year imprisonment</u> under Serial No (2) of Schedule attached with NAO, 1999.</p> <ul style="list-style-type: none"> ▪ Crl. Appeal No. 121/2018 Mian M. Nawaz Sharif Vs The State. Last Date fixed in

Sr. No.	Title of the Case	Allegations	MLA Requests to Foreign Jurisdictions	Information Received from Foreign Jurisdiction	Trial Court's Decision/ current status
				<p>Appeal: <u>09.12.2020</u> but the same was cancelled later on. Previous Date was <u>02.12.2020</u> when Mian M. Nawaz Sharif has been declared P.O (Order attached)</p> <p>Next Date in Appeals: <u>Not fixed yet</u>.</p> <ul style="list-style-type: none"> • Crl. Appeal No. 122/2018 Maryam Nawaz Vs The State. Last Date fixed in Appeal: <u>09.12.2020</u> but the same was cancelled later on. Previous Date was <u>23.09.2020</u> (Order attached). Next Date in Appeal: <u>Not fixed yet</u>. • Crl. Appeal No. 123/2018 Capt (R) M. Sardar Vs The State. Last Date fixed in Appeal: <u>09-12-2020</u> but the same was cancelled later on. Previous Date was <u>23.09.2020</u> (Order attached). Next Date in Appeal: <u>Not fixed yet</u> 	

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COMMISSION RELATING TO
BROADSHEET LLC. (ISLE OF MAN) AND OTHER
MATTERS REFERRED TO IN THE NOTIFICATION

WITNESS STATEMENTS

Appendix I

Agree to all

**COMMISSION RELATING TO
BROADSHEET LLC. (ISLE OF MAN)
AND OTHER MATTER REFERRED TO
IN THE NOTIFICATION**

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08.03.2021 at 1500 hours	"AW 7" - Mr. Hassan Saqib, Chief (HRM Customs) FBR, former Deputy Director Oversees Wing, NAB HQs.	83-85
08.03.2021 at 1630 hours	"AW 3"- Mr. Zahir Shah, Director General (Operations) NAB HQs.	86-88
09.03.2021 at 1100 hours	"AW 22"- Mr. Muhammad Jamil, Assistant Director (Audit), NAB HQs, Islamabad.	89
09.03.2021 at 1130 hours	"AW 23"- Mr. Khadim Hussain, Deputy Director (Finance and Coordination), NAB HQs, Islamabad.	90
09.03.2021 at 1200 hours	"AW 24" - Mr. Muhammad Nadeem Khan, Deputy Director (Coord), International Cooperation (JC) Wing, NAB HQs.	91
09.03.2021 at 1500 hours	"AW 19"- Col (Retd) Shahzad Anwar Bhatti, former Director (Finance) and Director General (Operations), NAB HQs.	92
10.03.2021 at 1015 hours	"AW 25"- Mr. Ahmed Irfan Aslam, Head, International Dispute Unit, Office of the Attorney General for Pakistan	93-95
10.03.2021 at 1630 hours	"AW 26"- Mr. Shakeel Anjum Nagra, Additional Director (Coord/Ops), NAB HQs.	96-98

Name

Syed Shahid Raza Zaidi, Deputy Secretary (External Finance), Room 329, Finance Division, Q-Block, Pakistan Secretariat, Islamabad (A.W. 1)

On S.A.

As directed, I have brought the following original record:

1. File numbered 3(48)/REF-IV/2015 (FE Releases to NAB during FY 2015-16) comprising of pages 1-26 of correspondence and pages 1-4 of noting.
2. File numbered 3(48)/REF-IV/2017 (FE Releases to NAB during FY 2017-18) comprising of pages 1-12 of correspondence and pages 1-3 of noting.
3. File numbered 3(48)/REF-IV/2018 (FE Releases to NAB during FY 2018-19) comprising of pages 1-29 of correspondence and pages 1-3 of noting.
4. File numbered 3(48)/REF-IV/2019 (FE Releases to NAB during FY 2019-20) comprising of pages 1-31 of correspondence and pages 1-3 of noting.

I am the custodian of the aforesaid record and have also brought the certified copies of the said record (certified copies have been compared with the original and the original record has been returned). The certified copies are taken on record as:

Exhibit FD-1	File numbered 3(48)/REF-IV/2015 (FE Releases to NAB during FY 2015-16) comprising of pages 1-26 of correspondence and pages 1-4 of noting
Exhibit FD-2	File numbered 3(48)/REF-IV/2017 (FE Releases to NAB during FY 2017-18) comprising of pages 1-12 of correspondence and pages 1-3 of noting
Exhibit FD-3	File numbered 3(48)/REF-IV/2018 (FE Releases to NAB during FY 2018-19) comprising of pages 1-29 of correspondence and pages 1-3 of noting
Exhibit FD-4	File numbered 3(48)/REF-IV/2019 (FE Releases to NAB during FY 2019-20) comprising of pages 1-31 of correspondence and pages 1-3 of noting

The remaining record as summoned by the Commission is being traced and will be produced before the Commission along-with the certified copies thereof.

R.O.A.C


(Syed Shahid Raza)

Dated 12.03.2021

Name

Mr. Muhammad Umer Daraz Randhawa, Additional Director (Operations), Room 234, National Accountability Bureau, G-5/2, Islamabad (A.W.2)

On S.A.

As directed, I have brought the following record of correspondence and/or noting pertaining to the years 1999 to 2008:

S.No.	Folders	Files	File No.	Page No.
1.	Folder-I (Files 1 to 13)	File - 1	23/1/08-ICW(1)	1 to 8
		File - 2	23/1/08-ICW(2)	9 to 37
		File - 3	23/1/08-ICW(3)	38 to 75
		File - 4	23/1/08-ICW(4)	76 to 156
		File - 5	23/1/08-ICW(5)	157 to 199
		File - 6	23/1/08-ICW(6)	200 to 222
		File - 7	23/1/08-ICW(7)	223 to 285
		File - 8	23/1/08-ICW(8)	286 to 315
		File - 9	23/1/08-ICW(9)	314 to 339
		File - 10	23/1/08-ICW(10)	340 to 340
		File - 11	23/1/08-ICW(11)	341 to 379
		File - 12	23/1/08-ICW(12)	380 to 413
		File - 13	23/1/08-ICW(13)	414 to 438
2	Folder-2 (File 14)	File - 14	23/1/08-ICW(14)	1 to 225
3.	Folder-3 (Files 15 to 33)	File - 15	23/1/08-ICW(15)	1 to 28
		File - 16	23/1/08-ICW(16)	29 to 79
		File - 17	23/1/08-ICW(17)	80 to 94
		File - 18	23/1/08-ICW(18)	95 to 135

(3)

	File - 19	23/1/08-ICW(19)	136 to 180	
	File - 20	23/1/08-ICW(20)	181 to 195	
	File - 21	23/1/08-ICW(21)	196 to 222	
	File - 22	23/1/08-ICW(22)	223 to 228	
	File - 23	23/1/08-ICW(23)	229 to 241	
	File - 24	23/1/08-ICW(24)	242 to 243	
	File - 25	23/1/08-ICW(25)	244 to 249	
	File - 26	23/1/08-ICW(26)	250 to 257	
	File - 27	23/1/08-ICW(27)	258 to 270	
	File - 28-A	23/1/08-ICW(28-A)	271 to 278	
	File - 28-B	23/1/08-ICW(28-B)	279 to 281	
	File - 28-C	23/1/08-ICW(28-C)	282 to 319	
	File - 29	23/1/08-ICW(29)	320 to 514	
	File - 30	23/1/08-ICW(30)	515 to 587	
	File - 31	23/1/08-ICW(31)	588 to 594	
	File - 32	23/1/08-ICW(32)	595 to 602	
	File - 33	23/1/08-ICW(33)	603 to 618	
4.	Folder-4 (Files 34 to 35)	File - 34	23/1/08-ICW(34)	1 to 127
		File - 35	23/1/08-ICW(35)	128 to 139
5.	Folder-5 (Files 36 to 49)	File - 36	23/1/08-ICW(36)	1
		File - 37	23/1/08-ICW(37)	2 to 38
		File - 38	23/1/08-ICW(38)	39 to 46
		File - 39	23/1/08-ICW(39)	47 to 76
		File - 40	23/1/08-ICW(40)	77 to 111
		File - 41	23/1/08-ICW(41)	112 to 124
		File - 42	23/1/08-ICW(42)	125 to 150
		File - 43	23/1/08-ICW(43)	151 to 159
		File - 44	23/1/08-ICW(44)	160 to 188
		File - 45	23/1/08-ICW(45)	189 to 197

	File - 46	23/1/08-ICW(46)	198 to 258
	File - 47	23/1/08-ICW(47)	259 to 264
	File - 48	23/1/08-ICW(48)	265 to 269
	File - 49	23/1/08-ICW(49)	270 to 460
6.	Folder- 6 (File 50)	File - 50	23/1/08-ICW(50)
			1 to 102
7.	Folder -7 (File 51 to 55, 57-68)	File - 51	23/1/08-ICW(51)
			1 to 25
		File - 52-I	23/1/08-ICW(52-I)
			26 to 30
		52-II	23/1/08-ICW(52-II)
			31 to 133
		File 53	23/1/08-ICW(53)
			134 to 147
		File - 54	23/1/08-ICW(54)
			148 to 206
		File - 55	23/1/08-ICW(55)
			207 to 229
		File - 57	23/1/08-ICW(57)
			230 to 237
		File - 58	23/1/08-ICW(58)
			238 to 313
		File - 59	23/1/08-ICW(59)
			314 to 371
		File - 60	23/1/08-ICW(60)
			372 to 408
		File - 61	23/1/08-ICW(61)
			409 to 440
		File - 62	23/1/08-ICW(62)
			441 to 452
		File - 63	23/1/08-ICW(63)
			453 to 460
		File - 64	23/1/08-ICW(64)
			461 to 463
		File - 65	23/1/08-ICW(65)
			464 to 476
		File - 67	23/1/08-ICW(67)
			477 to 488
		File - 68	23/1/08-ICW(68)
			489 to 491
8.	Folder-8 (Files 69 to 78)	File - 69	23/1/08-ICW(69)
			1 to 8
		File - 70	23/1/08-ICW(70)
			9 to 26
		File - 71	23/1/08-ICW(71)
			27 to 43
		File - 72	23/1/08-ICW(72)
			44 to 50
		File - 73	23/1/08-ICW(73)
			51 to 79
		File - 74	23/1/08-ICW(74)
			80 to 90
		File - 75	23/1/08-ICW(75)
			91 to 94

	File - 76	23/1/08-ICW(76)	95 to 97	
	File - 77	23/1/08-ICW(77)	98 to 142	
	File - 78	23/1/08-ICW(78)	143 to 216	
9.	Folder - 9 (File-79)	File - 79	23/1/08-ICW(79)	1 to 56
10.	Folder - 10 (Files 80 to 89)	File - 80	23/1/08-ICW(80)	1 to 191
		File - 81	23/1/08-ICW(81)	192 to 228
		File - 82	23/1/08-ICW(82)	229 to 253
		File - 83	23/1/08-ICW(83)	254 to 270
		File - 84	23/1/08-ICW(84)	271 to 298
		File - 85	23/1/08-ICW(85)	299 to 350
		File - 86	23/1/08-ICW(86)	351 to 375
		File - 87	23/1/08-ICW(87)	376 to 395
		File - 88	23/1/08-ICW(88)	396 to 401
		File - 89	23/1/08-ICW(89)	402 to 425
11.	Folder - 11 (Files 90 to 100)	File - 90	23/1/08-ICW(90)	1 to 39
		File - 91	23/1/08-ICW(91)	40 to 50
		File - 92	23/1/08-ICW(92)	51 to 79
		File - 93	23/1/08-ICW(93)	80 to 144
		File - 94	23/1/08-ICW(94)	145 to 193
		File - 95	23/1/08-ICW(95)	194 to 196
		File - 96	23/1/08-ICW(96)	197 to 207
		File - 97	23/1/08-ICW(97)	208 to 262
		File - 98	23/1/08-ICW(98)	263 to 285
		File - 99	23/1/08-ICW(99)	286 to 335
		File - 100	23/1/08-ICW(100)	336 to 347
12.	Folder - 12 (Files 101 to 112)	File - 101	23/1/08-ICW(101)	1 to 10
		File - 102	23/1/08-ICW(102)	11 to 35
		File - 103	23/1/08-ICW(103)	36 to 120

	File -104	23/1/08-ICW(104)	121 to 154	
	File -105	23/1/08-ICW(105)	155 to 179	
	File -106	23/1/08-ICW(106)	180 to 244	
	File -107	23/1/08-ICW(107)	245	
	File -108	23/1/08-ICW(108)	246 to 262	
	File -109	23/1/08-ICW(109)	263 to 277	
	File -110	23/1/08-ICW(110)	278 to 285	
	File -111	23/1/08-ICW(111)	286 to 313	
	File -112	23/1/08-ICW(112)	314 to 346	
13.	Folder - 13 (Files 113 to 118)	File -113	23/1/08-ICW(113)	1 to 15
		File -114	23/1/08-ICW(114)	16 to 44
		File -115	23/1/08-ICW(115)	45 to 65
		File -116	23/1/08-ICW(116)	66 to 204
		File -117	23/1/08-ICW(117)	205 to 218
		File -118	23/1/08-ICW(118)	219 to 277
14.	Folder - 14 (Files 119 to 125)	File -119	23/1/08-ICW(119)	1 to 12
		File -120	23/1/08-ICW(120)	113 to 155
		File -121	23/1/08-ICW(121)	156 to 160
		File -122	23/1/08-ICW(122)	161 to 172
		File -123	23/1/08-ICW(123)	173 to 357
		File -124	23/1/08-ICW(124)	358 to 359
		File -125	23/1/08-ICW(125)	360 to 451
15.	Folder - 15 (Files 126 to 128)	File -126	23/1/08 ICW(126)	1 to 11
		File -127	23/1/08-ICW(127)	112 to 155
		File -128	23/1/08-ICW(128)	156 to 424
16.	Folder - 16 (File 129, 130-I& II & 131-132)	File -129	23/1/08-ICW(129)	1 to 41
		File -130-I	23/1/08-ICW(130-I)	42 to 139
		File -130-II	23/1/08-ICW(130-II)	131 to 233

		File-131	23/1/08-ICW(131)	234 to 239
		File 132	23/1/08-ICW(132)	240 to 362
17.	Folder-17 (Files 137A,C,D&E and 138)	File - 137-C	23/1/08-ICW(137-C)	1 to 32
18.		File - 137-D	23/1/08-ICW(137D)	33 to 77
19.		File - 137-E	23/1/08-ICW(137-E)	78 to 110
20.		File-137-A	23/1/08-ICW(137A)	111 to 150
21.		File 138	23/1/08-ICW(138)	151 to 198
22.		File 139-A	23/1/08-ICW(139-A)	1 to 62
23.	Folder-18 (Files 139-A to C and 143A, 145A&B)	File - 139-B	23/1/08-ICW(139-B)	63 to 65
24.		File 139-C	23/1/08-ICW(139-C)	66 to 78
25.		File - 143-A	23/1/08-ICW(143-A)	79 to 161
26.		File 145-A	23/1/08-ICW(145-A)	162 to 350
27.		File - 145-B	23/1/08-ICW(145-B)	351 to 413
28.		File-141A	23/1/08-ICW(141A)	1 to 285
29.		File-141B	23/1/08-ICW(141B)	286 to 291
30.		File 141C	23/1/08-ICW(141C)	292 to 361
31.		File 141D	23/1/08-ICW(141D)	362 to 392
32.		File 142	23/1/08-ICW(142)	1 to 249
33.	Folder-20 (Files 144A to C)	File-144 A	23/1/08-ICW(144-A)	1 to 113
34.		File-144B	23/1/08-ICW(144-B)	114 to 347
35.		File 144C	23/1/08-ICW(144-C)	348 to 476
36.	Folder-21	File -146-A	23/1/08-ICW(146-	1 to 176

	(File 146A)	A)	
37.	Folder-22	File 150 23/1/08-JCW(150)	1 to 14
38.	(Files 150 to 154)	File 151 23/1/08-JCW(151)	15 to 17
39.		File 152-A 23/1/08-JCW(152A)	18 to 329
40.		File 152-B 23/1/08-JCW(152B)	330 to 340
41.		File - 153 23/1/08-JCW(153)	341 to 358
42.		File -154 23/1/08-JCW(154)	359 to 433
43.	Folder-23 (File 166 & 168-B)	File-166 (Correspondence) 23/1/08-JCW(166)	1-378
44.		File-168-B (Minute Sheet) B) 23/1/08-JCW(168-B)	1-84
45.	Folder-24 (File 170)	File - 170 23/1/08-JCW(170)	1 to 253
46.	Folder-25	File 192 23/1/08-JCW(192)	1 to 26
47.	(Files 192 & 194)	File 194 23/1/08-JCW(194)	27 to 66

I am the custodian of the aforesaid and have also brought the certified copies of the said record (certified copies have been compared with the record and the record has been returned). The certified copies are taken on record as:

- Exhibit NAB-1 Folder No.1 comprising of files 1 to 13 and pages 1 to 438 of correspondence / noting.
- Exhibit NAB-2 Folder No.2 comprising of files 14 and pages 1-225 of correspondence / noting.
- Exhibit NAB-3 Folder No.3 comprising of files 15 to 33 and pages 1-618 of correspondence / noting.

- (9)
- Exhibit NAB-4 Folder No.4 comprising of files 34 to 35 and pages 1-139 of correspondence / noting.
- Exhibit NAB-5 Folder No.5 comprising of files 36 to 49 and pages 1-460 of correspondence / noting.
- Exhibit NAB-6 Folder No. 6 comprising of file 50 and pages 1-102 of correspondence / noting.
- Exhibit NAB-7 Folder No.7 comprising of files 51 to 55, 57 to 65, 67&68 and pages 1-491 of correspondence / noting.
- Exhibit NAB-8 Folder No. 8 comprising of files 69 to 78 and pages 1-216 of correspondence / noting.
- Exhibit NAB-9 Folder No.9 comprising of file 79 and pages 1-56 of correspondence / noting.
- Exhibit NAB-10 Folder No.10 comprising of files 80 to 89 and pages 1-425 of correspondence / noting.
- Exhibit NAB-11 Folder No.11 comprising of files 90 to 100 and pages 1-347 of correspondence / noting.
- Exhibit NAB-12 Folder No.12 comprising of files 101 to 112 and pages 1-346 of correspondence / noting.
- Exhibit NAB-13 Folder No.13 comprising of files 113 to 118 and pages 1-277 of correspondence / noting.
- Exhibit NAB-14 Folder No.14 comprising of files 119 to 125 and pages 1-451 of correspondence / noting.

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- Exhibit NAB-15 Folder No.15 comprising of files 126 to 128 and pages 1-424 of correspondence / noting.
- Exhibit NAB-16 Folder No.16 comprising of files 129 to 131 and pages 1-362 of correspondence / noting.
- Exhibit NAB-17 Folder No.17 comprising of files 137-A,C,D&E, 138 and pages 1-198 of correspondence / noting.
- Exhibit NAB-18 Folder No.18 comprising of files 139A to C, 143A, 145A&B and pages 1-413 of correspondence / noting.
- Exhibit NAB-18(A) Folder No.18(A) comprising of files 141A to D and pages 1- 392 of correspondence / noting.
- Exhibit NAB-19 Folder No.19 comprising of file 142 and pages 1-249 of correspondence / noting.
- Exhibit NAB-20 Folder No. 20 comprising of files 144 A to C and pages 1-476 of correspondence / noting.
- Exhibit NAB-21 Folder No. 21 comprising of file 146A and pages 1-176 of correspondence / noting.
- Exhibit NAB-22 Folder No.22 comprising of files 150 to 154 and pages 1-433 of correspondence / noting.

- Exhibit NAB-23 Folder No.23 comprising of files 166&168-B and pages 1-84 (Noting) pages 1-378 (correspondence).
- Exhibit NAB-24 Folder No.24 comprising of files 170A&C and pages 1-253 of correspondence / noting.
- Exhibit NAB-25 Folder No.25 comprising of files 192 & 194 and pages 1-66 of correspondence / noting.

R O A C



15/2/2021

(M. UMAR DRAZ RANDHAWA
Addl. Director
National Accountability Bureau
Islamabad)

Name

Zahir Shah, Director General (Operations), National Accountability Bureau, Islamabad (AW3)

On S.A.

I have been working in National Accountability Bureau ("NAB") since 2004. By 2017, I was DG (Operations), NAB and looking after the affairs of the International Cooperation Wing. In or about 2017, Arbitration proceedings between NAB/Government of Pakistan ("GoP") and Broadsheet were pending in London.

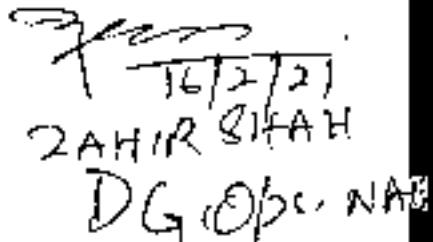
After the Liability Award had been announced and the Arbitration proceedings were under progress in the Quantum Hearing, it was decided by NAB/GoP to produce Mr Tariq Fawad Malik as a witness. In order to prepare his witness statement and for completion of record, on instructions I reached out to Mr Tariq Fawad Malik, who was apparently in Dubai, as well as some officers of NAB to obtain any emails pertaining to Broadsheet that they may have received or sent.

In response to my efforts, Mr Tariq Fawad Malik and others forwarded to me various e-mails they had sent or received.

I have printed out all such e-mails, certified the same and produced them in exhibit as "AW3-1" consisting of 22 e-mails (from 1 April 2007 to 28 February 2008) comprising of pages 1 to 85.

The names of the purported sender of the e-mails and the recipient thereof is evident from exhibit AW3-1 and more importantly the name of the person who forwarded the e-mails to me appears on each e-mail along with the relevant dates.

ROAC


ZAHIR SHAH
DG Ops, NAB

Name

Khalid Khan Nazei ("AW-4"), Secretary to the Attorney General for Pakistan, 4th Floor, Supreme Court Building, Islamabad

On S.A

I have been the Secretary to the Attorney General since 26th November 2015.

The first Attorney General that I worked with was Mr. Salman Aslam Butt. Prior to 2015, I was serving as General Manager, Postal Life Insurance Karachi. I have retired on 1st February 2021 and am currently serving with the Attorney General's Office on contract basis for a period of two years.

Prior to posting at Karachi, I served as Secretary, Legal Wing for the FBR and my duties included coordinating the litigation before the Hon'ble Supreme Court, and if necessary, appearing before the said court.

In the year 1993, the Government of Pakistan ("GoP") decided to expand the FBR, for which further officers were required. It was also eventually decided that such officers would be taken from various occupational groups who had recently qualified their CSS examination and had a background in economics or business administration.

After being selected by the Department Promotional Committee, I joined the FBR under Section 10 of the Civil Servants Act 1973.

I have brought with me the record pertaining to Broadsheet including correspondence and some awards/ judgments. Furthermore, I have also brought the record of the matter pertaining to Ms Benazir Bhutto's Jewelry Case. This is the only record that is available with the Attorney General's Office.

The said record pertaining to the Broadsheet case and Ms Benazir Bhutto's Jewelry case consists of eight (8) volumes.

I have also brought the certified copies of the said record duly certified by the custodian of the record and have come with the custodian of the record who is present.

It is correct that by and large all overseas legal matters involve the Attorney General's Office. I am not aware that at any point in time that any attempt was made or not by the Attorney General's Office, either on its own or in conjunction with any other department or institution of

the GoP, to try and recover and retrieve looted wealth of the country which may have been taken abroad or was available abroad.

However, if so directed, the Attorney General's Office either directly or through foreign lawyers would present the point of view of the GoP outside Pakistan before international courts and tribunals.

To the best of my understanding at some point in time when Malik Muhammad Qayyum was the Attorney General for Pakistan, he made an application for withdrawal of Pakistan as an interested party in such litigation before the Swiss Court/Institutions.

Despite our search, the letter/communication or the file including noting portion regarding the said letter is not available with the Attorney General's Office.

It is correct that in the normal course of events, such letter/communication addressed by the then Attorney General for Pakistan (Malik Muhammad Qayyum) along with the noting portion should be in our record.

It is true that if the Attorney General's Office was involved in any legal efforts outside Pakistan for recovery of money and assets belonging to Pakistan but looted and transferred abroad, the record thereof should be available with us but unfortunately despite our efforts we could not find any such record.

To the best of my information, no FIR/report has been lodged with the police by the Attorney General's Office regarding any missing record till date.

Q. Whether the absence/disappearance of the record regarding the efforts if any to recover the looted wealth benefit the beneficiaries of looted wealth?

Ans. Maybe

Q. Such beneficiaries of the absence of the record would be the persons who apparently looted such wealth?

Ans. Maybe

Q. The failings, if any, of efforts of such recovery from abroad were obviously to the advantage of the persons who were the beneficial owners of the said looted wealth?

Ans. Maybe

Q. Since the record is not available today, it is not possible to determine the causes of failure to recover the said amounts and assets?

Ans. Yes and nothing in terms of such record was ever handed over to me.

Q. Is it possible that the record in question has been concealed/stolen or misplaced to protect the beneficiaries of such looted wealth?

Ans. I cannot comment

Q. Is it possible that the failures to recover such wealth may have been a result of deliberate acts of omissions of the officers/representatives of the GoP and its various institutions or departments?

Ans. In the absence of the record, I cannot comment on this.

Q. Is it possible that the person who were required to maintain, protect and preserve such record at the Attorney General's Office may be under obligation to the beneficial owners of the looted wealth?

Ans. I cannot comment

Q. Is it possible that such persons required to maintain, protect and preserve such record at the Attorney General's Office may be protecting the persons who may be involved in such failures because they were under obligation to them?

Ans. I cannot comment

R.O.A.C

[Signature] 17-1-2011
 KHALID KHAN NIAZI
 Secretary to the
 Attorney General of
 Pakistan

Name

Mr. Muhammad Umer Daraz Randhawa, Additional Director (Operations),
Room 234, National Accountability Bureau, G-5/2, Islamabad (AW-2)

On S.A

As directed, I have brought the following record pertaining to the
Broadsheet Arbitration:-

S.No.	Description	Date	Page From	Page To
1	Broadsheet LLC's Particulars of Claim	09-07-2012	1	230
2	Defence	23-11-2012	1	313
3	Misc file no. 23/1/08-OW-ICW(56) & 92		1	60
Claimant Statements				
4	Affidavit of Farouk Adam Khan	22-08-2010	1	3
	Witness Statement of Farouk Adam Khan	17-07-2015	4	15
5	Witness Statement of Douglas M. Tisdale	24-07-2015	1	106
	Second Witness Statement of Douglas M. Tisdale	23-09-2015	107	148
6	Witness Statement of Kaveh Moussavi	02-11-2012	1	9
	Second Witness Statement of Kaveh Moussavi	24-07-2015	10	23
	Third Witness Statement of Kaveh Moussavi	24-07-2015	24	26
7	Expert of Aqil Shah (on behalf of Respondent)	12-11-2015	1	28

	Expert Opinion of Dr. Ayesha Siddique (on behalf of Claimant)	27-09-2015	29	62
8	Expert Opinion of Johan Moye	10-09-2015	1	13
9	Witness Statement Robert Byrne	24-07-2015	1	43
	Second Witness Statement Robert Byrne	25-09-2015	44	55
Respondent Statements				
10	Witness Statement of Navid Rasul Mirza	24-07-2015	1	39
11	Witness Statement of Lt. Gen Syed Muhammad Amjad	18-07-2015	1	130
	Second Witness Statement of Lt. Gen Syed Muhammad Amjad	23-09-2015	131	203
12	Witness Statement of Lt. Gen Khalid Maqbool	23-07-2015	1	286
	Second Witness Statement of Lt. Gen Khalid Maqbool	24-09-2015	287	304
13	Witness Statement Lt. Gen (Retd.) Munir Hafiez	24-07-2015	1	16
	Second Witness Statement Lt. Gen (Retd.) Munir Hafiez	24-09-2015	17	36
14	Witness Statement Ambassador Abdul Basit	24-07-2015	1	95
15	Witness Statement Umar Zaman	18-05-2015	1	8
16	Witness Statement Ashtar Ausaf Ali	06-10-2015	1	4

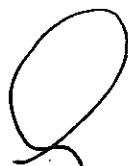
17	Witness Statement Ahmer Bilal Soofi	23-07-2015	1	223
	Supplemental Witness Statement Ahmer Bilal Soofi	23-09-2015	224	247
18	Witness Statement Hasan Saqib	24-07-2015	1	24
19	Witness Statement Nawid Ahsan	23-07-2015	1	18
20	Witness Statement Talat Ghumman	23-07-2015	1	16
	Second Witness Statement Talat Ghumman	24-09-2015	17	37
	Third Witness Statement Talat Ghumman	22-05-2018	38	44
21	Cross Examination and Hearing Proceeding	18-29 January 2016	1	740
22	Part Final Award (Liability Issues)	01-08-2016	1	83
23	Part Final Award (Quantum)	17-12-2018	1	69
24	Part Final Award (Costs)	10-10-2019	1	18
25	High Court of Justice, Business and Property Courts of England and Wales order and Judgment	12-07-2019	1	24

I am the custodian of the aforesaid and have also brought the certified copies of the said record (certified copies have been compared with the record and the record has been returned). The certified copies are taken on record as



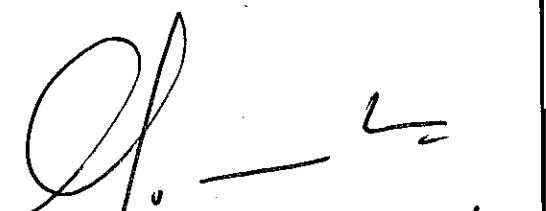
(12)

Exhibit NAB-26	Broadsheet LLC's Particulars of Claim Pages 1 to 230
Exhibit NAB-27	Defence Page No. 1 to 313
Exhibit NAB-27-A	Misc file no. 23/1/08-OW-ICW(56) & (92) page 1 to 60
Exhibit NAB-28	Affidavit of Farouk Adam Khan Page 1 to 3 & Witness Statement of Farouk Adam Khan Page 4 to 15
Exhibit NAB-29	Witness Statement of Douglas M. Tisdale Page 1 to 106 & Second Witness Statement of Douglas M. Tisdale Page 107 to 148
Exhibit NAB-30	Witness Statement of Kaveh Moussavi Page 1 to 9, Second Witness Statement of Kaveh Moussavi Page 10 to 23 & Third Witness Statement of Kaveh Moussavi Page 24 to 26
Exhibit NAB-31	Expert of Aqil Shah (on behalf of Respondent) Page 1 to 28 & Expert Opinion of Dr. Ayesha Siddique (on behalf of Claimant) Page 29 to 62
Exhibit NAB-32	Expert Opinion of Johan Moye Page 1 to 13
Exhibit NAB-33	Witness Statement Robert Byrne Page 1 to 43 & Second Witness Statement Robert Byrne Page 44 to 55
Exhibit NAB-34	Witness Statement of Navid Rasul Mirza Page 1 to 39
Exhibit NAB-34-A	Witness Statement of Lt. Gen Syed Muhammad Amjad Page 1 to 130 & Second Witness Statement of Lt. Gen Syed Muhammad Amjad Page 131 to 203
Exhibit NAB-35	Witness Statement of Lt. Gen Khalid Maqbool Page 1 to 286 & Second Witness Statement of Lt. Gen Khalid Maqbool Page 287 to 304



- (20)
- Exhibit NAB-36 Witness Statement Lt. Gen (Retd.) Munir Hafiez Page 1 to 16 & Second Witness Statement Lt. Gen (Retd.) Munir Hafiez Page 17 to 36
- Exhibit NAB-37 Witness Statement Ambassador Abdul Basit Page 1 to 95
- Exhibit NAB-38 Witness Statement Umar Zaman Page 1 to 8
- Exhibit NAB-39 Witness Statement Ashtar Ausaf Ali Page 1 to 4
- Exhibit NAB-40 Witness Statement Ahmer Bilal Soofi Page 1 to 223 & Supplemental Witness Statement Ahmer Bilal Soofi Page 224 to 247
- Exhibit NAB-41 Witness Statement Hasan Saqib Page 1 to 24
- Exhibit NAB-42 Witness Statement Nawid Ahsan Page 1 to 18
- Exhibit NAB-43 Witness Statement Talat Ghuman Page 1 to 16, Second Witness Statement Talat Ghuman Page 17 to 37 & Third Witness Statement Talat Ghuman Page 38 to 44
- Exhibit NAB-44 Cross Examination and Hearing Proceeding Page 1 to 740
- Exhibit NAB-45 Part Final Award (Liability Issues) Page 1 to 83
- Exhibit NAB-46 Part Final Award (Quantum) Page 1 to 69
- Exhibit NAB-47 Part Final Award (Costs) Page 1 to 18
- Exhibit NAB-48 High Court of Justice, Business and Property Courts of England and Wales order and Judgment Page 1 to 24

R O A C



17/2/2023

(M. UMAR DRAZ RANDHAWA
Addl. Director
National Accountability Bureau
Islamabad)

Name

Raja Naeem Akbar ("A.W-S"), Secretary, Ministry of Law and Justice, Islamabad

On S.A

I have been the Secretary, Ministry of Law and Justice, for the last seven (7) to eight (8) months. However, I have been serving in the Law Ministry since 2011.

Before that, I was Deputy Director, Law with the Securities and Exchange Commission of Pakistan ('SECP') from May 2007 to May 2011. Prior thereto, I was a practicing lawyer. Besides my LLB from the University of Punjab, I also did my LLM from the University of Wolverhampton, United Kingdom in 2004.

I have searched the record with the Ministry of Law and Justice and have discovered that the files and more particularly the noting portion relevant to the asset recovery agreements with Broadsheet LLC (IoM) and IAR executed in the year 2000 is not available. The said file was numbered as 861/2000-Law. It is the said file which is missing.

The Ministry does not have any record of any file or noting portion thereof pertaining to the repudiation/cancellation of the aforesaid asset recovery agreements.

Similarly, the file pertaining to the settling of the settlement agreement with Broadsheet dated 20 May 2008 is also missing. However, other files of the same periods on other issues are intact and available.

We are still searching and collecting the files/record pertaining to efforts made by Government of Pakistan to recover stolen assets from abroad. I am confident that some of such files will be recovered.

With regards to the files/record pertaining to payments to Broadsheet under the Settlement Agreement, this is not available because it does not directly pertain to the Ministry of Law and Justice.

I undertake to make every effort in search of the relevant missing files and other relevant documents mentioned above. I shall reappear before the Commission on Wednesday, 24 February 2021.

R.O.A.C


Raja Naeem Akbar
Secretary
17/2/2021

Name

Mr. Muhammad Umer Daraz Randhawa, Additional Director (Operations),
Room 234, National Accountability Bureau, G-5/2, Islamabad (AW-2)

On S.A

As directed, I have brought the following record pertaining to the
Broadsheet Arbitration:-

S.No.	File No.	Page From	Page To
1	23/1/08-ICW(168-A) Vol-II	1	452
2	23/1/08-ICW(168-B) Minute Sheet	1	83
	23/1/08-ICW(167)Vol-III	84	452
3	23/1/08-ICW(157) Vol-IV	1	317
4	23/1/08-ICW(156) Vol-V	1	271
5	23/1/08-ICW(165-A)Vol-VI	1	136
	23/1/08-ICW(200) Vol-VII	137	266
6	23/1/08-ICW Vol-VIII	1	406
7	23/1/08-ICW Vol-IX Part-A	1	103
8	23/1/08-ICW Vol-IX Part-B	104	551
9	23/1/08-ICW Vol-X	1	261
10	23/1/08-ICW Vol-XI	1	263
11	23/1/08-ICW Vol-XII	1	276
12	23/1/08-ICW Vol-XIII	1	252
13	23/1/08-ICW Vol-XIV	1	308
14	23/1/08-ICW Vol-XV	1	224
15	Power of Attorney issued to Broadsheet	1	250

16	Emails 2003 & 2004	1	303
17	Documents received by Ahmer Bilal Soofi & Co. from Broadsheet's representative in Dubai through DHL (Shipment No.4731471872) on 3 rd March, 2008	1	96
	Emails 2003 & 2004	97	317
18	Minute Sheet	1	330
19	Broadsheet LLC's reply to Respondents Statement of Defence	1	179
20	Correspondence between NAB & M/o Law (Booklet)	1	222
21	Correspondence between NAB & M/o Law (2012-2013)	1	412
22	Correspondence between NAB & M/o Law (2014)	1	167
23	Notice of Arbitration alongwith enclosures	1	230
24	Application for Security of Cost by NAB alongwith enclosures	1	189
25	Quantum Hearing Documents	1	276
26	Proceedings	1	264
27	Witness Statement of Mr. Tariq Fawad Malik	1	6
28	Experts Reports for Quantum Hearing	1	301
	FTI for Respondent / GoP		
	Stroz Friedberg for Claimant/ Broadsheet		

9

I am the custodian of the aforesaid and have also brought the certified copies of the said record (certified copies have been compared with the record and the record has been returned). The certified copies are taken on record as:

Exhibit NAB-49	23/1/08-ICW(168-A) Vol-II comprising of page 1 to 452
Exhibit NAB-50	23/1/08-ICW(168-B) Minute Sheet Page 1 to 83 & 23/1/08-ICW(167)Vol-III comprising of page 84 to 452
Exhibit NAB-51	23/1/08-ICW(157) Vol-IV comprising of page 1 to 317
Exhibit NAB-52	23/1/08-ICW(156) Vol-V comprising of page 1 to 271
Exhibit NAB-53	23/1/08-ICW(165-A) Vol-VI page 1 to 136 & 23/1/08-ICW(200) Vol-VII comprising of page 137 to 266
Exhibit NAB-54	23/1/08-ICW Vol-VIII comprising of page 1 to 406
Exhibit NAB-55 (Part-A)	23/1/08-ICW Vol-IX-II comprising of page 1 to 103
Exhibit NAB-55 (Part-B)	23/1/08-ICW Vol-IX-I comprising of page 104 to 551
Exhibit NAB-56	23/1/08-ICW Vol-X comprising of page 1 to 261
Exhibit NAB-57	23/1/08-ICW Vol-XI comprising of page 1 to 263
Exhibit NAB-58	23/1/08-ICW Vol-XII comprising of page 1 to 276
Exhibit NAB-59	23/1/08-ICW Vol-XIII comprising of page 1 to 252



Exhibit NAB-60	23/1/08-ICW Vol-XIV comprising of page 1 to 308
Exhibit NAB-61	23/1/08-ICW Vol-XV comprising of page 1 to 224
Exhibit NAB-62	Power of Attorney issued to Broadsheet comprising of page 1 to 250
Exhibit NAB-63	Emails 2003 & 2004 comprising of pages 1 to 303
Exhibit NAB-64	Documents received by Ahmer Bilal Soofi & Co. from Broadsheet's representative in Dubai through DHL (Shipment No.4731471872) on 3rd March, 2008 comprising of page 1 to 96 and Email 2003 & 2004 comprising of Page 97 to 317
Exhibit NAB-65	Minute Sheet comprising of pages 1 to 330
Exhibit NAB-66	Broadsheet LLC's reply to Respondents Statement of Defence comprising of pages 1 to 179
Exhibit NAB-67	Correspondence between NAB and M/o Law (Booklet) comprising of page 1 to 222
Exhibit NAB-68	Correspondence between NAB & M/o Law (2012-2013) comprising of Page 1 to 412
Exhibit NAB-69	Correspondence between NAB & M/o Law (2014) comprising of Page 1 to 167
Exhibit NAB-70	Notice of Arbitration alongwith enclosures comprising of Page 1 to 230
Exhibit NAB-71	Application for Security of Cost by NAB alongwith enclosures comprising of Page 1 to 189
Exhibit NAB-72	Quantum Hearing Documents comprising of page 1 to 276
Exhibit NAB-73	Proceeding comprising of Page 1 to 264
Exhibit NAB-74	Witness Statement of Mr. Tariq Fawad Malik comprising of page 1 to 6



Exhibit NAB-75

Expert Reports for Quantum Hearing. FTI for Respondent / GoP and Stroz Friedberg for Claimant/ Broadsheet comprising of page 1 to 301

It is submitted that any further record will be provided as and when directed by the Hon'ble Commission.

ROAC


M. OMAR DRAZ RANDHAWA
Addl. Director
National Accountability Bureau
Islamabad
17/2/21

Name

Kamran Ali Afzal, Finance Secretary, Room 201, Q Block, Pakistan Secretariat, Islamabad (AW-6)

On S.A

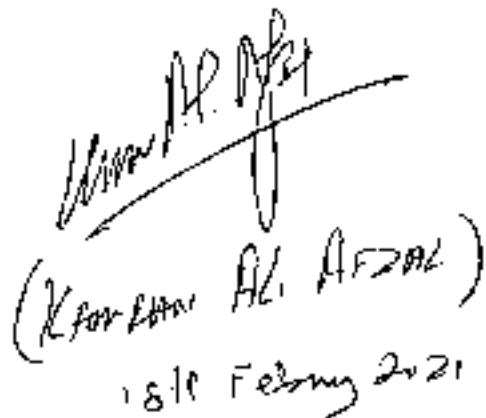
I am the Finance Secretary for the Government of Pakistan ("GoP"). I assumed Office on 28 December 2020.

Pursuant to the Notice from the Commission, we have searched the record. The record that was immediately found available has already been presented to the Commission through Shabir Raza Zaidi (AW-1).

The record pertaining to the year 2008 is not immediately available though the record pertaining to some earlier years is available. The record for other years/periods of time is also not readily available.

We are continuing our search and also examining our record to determine whether the files in question were sent to another department/institution and may not have been received back. We have also reached out to the State Bank of Pakistan for information.

The record pertaining to the year 2004 has been located; other files for the same period are also being located and will be presented to the Commission at the earliest.

R.O.A.C


(Kamran Ali Afzal)
18/1 February 2021

NAME

Hasan Saqib, Chief (Human Resource Management), Federal Board of Revenue, Room No. 474, Federal Board of Revenue Building, Constitutional Avenue, Islamabad ("AW-7")

On S.A.

I used to work for National Accountability Bureau ("NAB"). I had two deputations with the NAB, first from January 2003 to September 2004 and the second from early 2006 till July 2008.

I was a Deputy Director at NAB headquarters, Islamabad. I was initially in Grade Seventeen (17) but subsequently while on deputation in NAB, I was promoted to Grade Eighteen (18) and became a Deputy Director. I became the desk officer for Broadsheet and International Asset Recovery Limited ("IAR") in January 2007 and retained such responsibility till the end of my deputation with NAB in July 2008." --

I am aware that there was an Asset Retrieval Agreement ("ARA") between NAB and Broadsheet LLC (Isle of Man).

I became aware that Broadsheet LLC (Isle of Man) had been wound up from an email dated 14 February 2008 (page 1 of Exhibit NAB-23) sent by Mr Ahmed Bilal Soofi to Ms Madina M. Khan, Director (Overseas Wing), NAB and copied to me. On the basis of the aforesaid email dated 14 February 2008, I initiated a note which is on page 1 of Exhibit NAB-23.

It is correct that in the note initiated on the email dated 14 February 2008 referred to above, there appears to be no mention of the fact that Broadsheet LLC (Isle of Man) has been wound up. However, the said email was attached as PUC for perusal of my superiors.

Q Did you not believe that the company with which NAB had executed an ARA, namely Broadsheet LLC Isle of Man, had been wound up, was a critical fact for future decision making by NAB?

Ans. At that point in time, I, including my Director, were not conscious of the critical nature of this fact but in hindsight now sitting here in 2021, I believe it was critical. However, there was no conscious effort on my part to conceal this fact. As desk officers, we type all day and even otherwise the email in question was attached as a PUC

It is correct that before 9 April 2008 there is no reference in the noting portion to the winding up of Broadsheet LLC; however, Mr Ahmed Bilal Soofi prepared a draft Settlement Agreement and sent it to NAB.

In the said draft Settlement Agreement, it has been mentioned that Steeplechase Financial Services LLC is the successor organization of Mr's Broadsheet and is managed by Jerry James. This fact is mentioned in my note dated 9 April 2008 (page 6 of Exhibit NAB-23).

The said draft Settlement Agreement was then sent to the Ministry of Law for vetting under my signature. The said letter dated 15 April 2008 is addressed to Mr Ghulam Rasool, Joint Secretary, Ministry of Law and is available on page 280 of Exhibit NAB-23.

To the best of my recollection, Mr Ghulam Rasool was the concerned Joint Secretary, Ministry of Law. Such information was probably passed to me by the Prosecutor General Accountability Wing, NAB, hence this letter may have been addressed to Mr Ghulam Rasool, Joint Secretary, Ministry of Law and not the Secretary, Ministry of Law.

The documents appended with the said letter dated 15 April 2008 are mentioned therein as enclosures. One of such enclosures is the approval of the Prime Minister. The said approval was given before the Settlement Agreement with Broadsheet was drafted. The approval was in principle for the settlement with Broadsheet and not an approval of the draft Settlement Agreement. I must have read the draft Settlement Agreement before sending it to the Ministry of Law, though I do not recall actually reading it.

It is correct that the said draft Settlement Agreement contains a lot of blanks, quo the complete identity of the company (Broadsheet) with which the agreement is to be entered into, the place of its incorporation and authorization of the person empowered to execute the said agreement on behalf of Broadsheet. I do not remember whether Mr Ghulam Rasool called me for any meeting regarding the said Settlement Agreement.

Mr Ghulam Rasool did not seek any further documentation or clarification in writing from me regarding the Settlement Agreement. There appears to be no such letter from the Ministry of Law on the record.

It is correct that there is a reference to Broadsheet LLC (Gibraltar) in the said Settlement Agreement in more than one place. I am not aware of any company called Broadsheet LLC (Gibraltar). I did not come across this company or the name of this company in the NAB files while I was working there.


I did not read every line of the said Settlement Agreement which was drafted by an eminent lawyer, Mr Ahmed Bilal Soofi, specifically hired for that purpose. I acted on trust.

It is correct that after vetting by the Ministry of Law, the Settlement Agreement was returned to me with a covering letter dated 29 April 2008 (page 246 of Exhibit NAB-23). The only corrections effected were grammatical.

The documents in question (i.e the Settlement Agreement, affidavits etc.) were then sent to the Pakistan High Commission in London. After seeking approval from my superiors, I sent the said documents vide letter dated 14 May 2008 (page 210 of Exhibit NAB-23). The documents that were sent with the said letter are mentioned therein as enclosures. It is correct that the Settlement Agreement which was sent for signatures was blank, quo the complete identity of Broadsheet

and the authorization to execute the agreement. It is correct that my letter does not contain any instructions as to how to fill the blanks in the Settlement Agreement.

An understanding was given to NAB by Mr Ahmer Bilal Soofi that the blanks would be filled when the documents were shown and presented to the Deputy High Commissioner of Pakistan in the United Kingdom.

I believe that an explanatory phone call was made from NAB to the Deputy High Commissioner in London on how to fill up the blanks. The phone call perhaps was made either by the then Chief of Staff, NAB or the Director General (Overseas Wing), NAB.

With the affidavits that were sent as enclosures with my letter dated 14 May 2008, there were instructions in the draft affidavits as to how the blanks therein were to be filled. Mr Abdul Basit, the Deputy High Commissioner, did not call me as to seek information about filling the blanks.

It is correct that the executed documents were returned to NAB vide letter dated 20 May 2008 (page 171 of Exhibit NAB-23).

The executed documents were neither endorsed nor sent to me. I never saw them before till today, when I found them in Exhibit NAB-23 shown to me today. I make this statement to the best of memory.

It is correct that pursuant to the Settlement Agreement dated 20 May 2008, payments were made.

It is correct that the payments were made in two tranches.

I believe that the first tranche was issued through the banking instrument which is on page 202 of Exhibit NAB-23. I have now noticed that banking instrument is in favour of Broadsheet LLC (Gibraltar).


I do not recall whether I gave instructions that the banking instrument requested should be in the name of Broadsheet LLC (Gibraltar). Perhaps such information may be available with the Finance Department of NAB. The issuance of cheques and banking instruments was not part of my domain. I now know that Broadsheet LLC (Gibraltar) does not exist.

I have seen the letter dated 16 May 2008 at page 208 of Exhibit NAB-23. The demand draft in question was issued on my instructions. However the letter does not specify that the banking instrument or demand draft should be in the name of Broadsheet LLC (Gibraltar). I believe that said letter was issued on the communications received from Mr Ahmer Bilal Soofi.

Other than some face to face meetings in Islamabad, Lahore and London during the settlement process, neither I nor Ms Madina M Khan, Director (Overseas Wing), NAB, had any direct contact with Mr Jerry James, Mr Tariq Fawad Malik, or Dr. Pepper etc. who always communicated to us and NAB through Mr Ahmer Bilal Soofi.

(2)

The wire transfer, if any, as the second tranche was sent after I left NAB

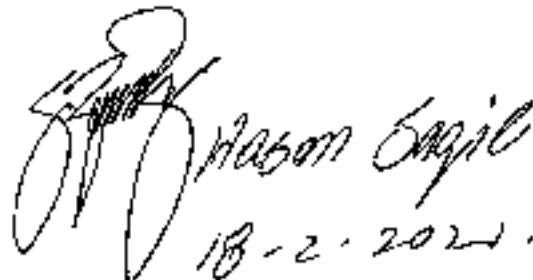
I believe that in April 2008, a Notice for Arbitration was sent by Mr Jerry James. One of such notices dated 16 April 2008 is at page 276 of Exhibit NAB-2).

I am aware that Mr Jerry James incorporated a company in Denver, Colorado called Broadsheet LLC (Colorado), at least so he claimed. The relevant documents were forwarded to us by Mr Ahmer Bilal Soofi.

The said Notice for Arbitration appears to have been sent on behalf of Broadsheet LLC (Colorado) as is apparent from the letter head.

There was no agreement between NAB/Government of Pakistan and Broadsheet LLC (Colorado). However, upon receipt of the email dated 14 February 2008, Mr Ahmer Bilal Soofi was contacted who told us that this was a minor hiccup and happens all the time in the corporate world and will be dealt with and covered in the documentation e.g Settlement Agreements, affidavits etc.

ROAC



18-2-2021

Name

Ahmer Bilal Soofi, Advocate SC, 12 Embassy Road, G-6/4, Islamabad (A W - 8)

On S.A

I have been a practicing advocate for about the last thirty (30) years and was enrolled as an Advocate of the Hon'ble Supreme Court in or around the year 2000.

My relationship with the National Accountability Bureau ("NAB") started in about 2001. I was associated with the NAB office at Lahore, initially as a legal consultant and thereafter as Deputy Prosecutor General Accountability, NAB, Lahore for a short period of time.

I was also associated/interacted with NAB, Islamabad with regards to International Conventions and the Financial Action Task Force. This would be in or about 2001 onwards. Subsequently, I was instructed through a specific letter through the then Chairman NAB to enter into negotiations with International Asset Recovery LLC ("IAR") and Broadsheet LLC for the purposes of settlement.

I am aware that in the year 2000, Asset Retrieval Agreements ("ARA"), had been executed in between NAB and two foreign companies, namely IAR and Broadsheet LLC (Isle of Man).

I was informed that disputes had arisen and resolution of such disputes with IAR and Broadsheet LLC by negotiating a figure was my mandate. The other aspects of the matter i.e. the agreements, I was only facilitating.

It is correct that initially it was only IAR which had started issuing notices and making demands upon NAB. The matter with Broadsheet LLC was initially dormant.

I conducted negotiations with IAR and its representatives both in Pakistan and abroad. In such negotiations, I was accompanied inter alia by Mr Hasan Saqib, Deputy Director, NAB and my associates.

The negotiations with IAR were successful and resulted in a Settlement Agreement. Such Settlement Agreement was executed in or about January 2008 and payment was made to IAR at the Pakistan High Commission in London. I was not present when the payment was made.

The matter with Broadsheet was settled on 20 May 2008, executed in the Pakistan High Commission in London.

It is correct that the ARA was executed between NAB/Government of Pakistan and Broadsheet LLC (Isle of Man) on 20 June 2000. It is correct that the said ARA was executed on behalf of Broadsheet LLC (Isle of Man) by Dr. William Pepper.

I discovered that Broadsheet LLC (Isle of Man) was being wound up in a telephone conversation with Mr Jerry James probably in early February 2008. I was in Pakistan when I received the information from Mr Jerry James in which he informed me about the aforesaid status of Broadsheet LLC (Isle of Man). I think I was in Lahore when the said conversation took place. I believe I called Ms Madina M Khar Director (Overseas Wing), NAB and informed her about the status of Broadsheet LLC (Isle of Man) as communicated to me by Mr Jerry James.

The first time a written intimation of the winding of Broadsheet LLC (Isle of Man) was communicated by me to NAB was through an email dated 14 February 2008 (page 315 of Exhibit NAB-23). It is correct that this email is about two (2) pages. And the factum of the winding of Broadsheet LLC (Isle of Man) is mentioned at the end in the last paragraph. It is also mentioned that before winding up, Broadsheet LLC (Isle of Man) had assigned its claim to a new company. Such was the information that had been communicated to me by Mr Jerry James.

In all probability the Assignment was made available to me via email dated 19 February 2008 (page 317-318 of Exhibit NAB-23).

The Assignment that was eventually communicated to me and was eventually referred to in the Settlement Agreement appears at page 322 of Exhibit NAB-23.

The said Assignment is not attested by any witnesses. However, it was notarized in Denver, Colorado by a notary public. Such notarization is on page 323 of Exhibit NAB-23. The assignee on the said Assignment is purportedly Broadsheet LLC. It is not stated in the said Assignment that Broadsheet LLC is a company registered on the Isle of Man.

The said Assignment has been executed by Mr Jerry James as the purported chairman of Broadsheet LLC.

At this point of time no public document or a certified thereof was made available to me or NAB proving that Mr Jerry James was the chairman of Broadsheet LLC (Isle of Man).

The documents of organization/articles of association of Broadsheet LLC were also not made available. I have not seen either of these documents.

At this stage, no resolution of the board of directors of Broadsheet LLC (Isle of Man) authorizing Mr Jerry James to execute the said Assignment was made available or shown to me.

At this stage (February 2008), no document of organization/articles of association of Steeple Chase was made available to me. No public document or certificate copy thereof evidencing that Mr Jerry James was the manager of Steeplechase Financial Services LLC ("Steeplechase") was made available or shown to me or NAB.

No resolution of the board of directors of Steeplechase authorizing Mr Jerry James to execute the assignment was made available or shown to me.



In all probability, I mentioned in my email dated 14 February 2008 that the claim had been assigned to Steeplechase on the basis of my telephonic conversation with Mr Jerry James. The said Assignment was made available later.

I had several meetings and interactions with NAB after the 14 February 2008. I recall having discussed the due diligence issues and resources needed for that. These meetings were held with Ms Madina M Khan, Hassan Saqib and others. I never wrote any letter or email to NAB or any officer thereof referring to such meeting in which due diligence of Broadsheet LLC (Isle of Man) was mentioned. I never informed the Chairman, NAB in writing that Broadsheet (Isle of Man) had or was being wound up or the rights under the ARA was being assigned to Steeplechase. However, I did inform him orally and made him aware.

My opinion with regard to this matter was never solicited. But as stated above, I did inform Ms Madina M Khan and Hassan Saqib in writing and orally informed other officers of NAB in various discussions referred to above. I presume the said information was communicated by them to the Chairman, NAB.

It is correct that if a company is being wound up or has been wound up in matters relating thereto, it is the liquidator who must be dealt with and eventually the court which has ordered such winding or liquidation.

I did not inform or suggest or advise NAB in writing that before proceeding further with the Settlement Agreement we should ascertain who the Liquidator of Broadsheet LLC (Isle of Man), if any, was and that we should contact him. However such suggestions were made orally several times in the various meetings referred to above. In my said email of 14 February 2008, there is no hint that such a course of action needs to be followed.

My suggestion was that appropriate changes would have to be made in the template of the agreement with IAR and the affidavits appended thereto. Furthermore, appropriate indemnification would be required.

After looking at the Assignment in question, I believe that perhaps it was not entirely safe to rely upon. I believe that due diligence should have been instructed by NAB through me or any other qualified person. I repeat that no such instruction was given to me. To the best of my information, no such due diligence was carried out by NAB. However there was talk of asking the Pakistan High Commission in London to conduct due diligence.

However, there also appeared to be an urgency in the matter since an agreement with IAR had already been concluded and due diligence would delay the matter because it pertained to Mian Nawaz Sharif. It appeared that the political environment was putting pressure on NAB. It is in the above context that pressure was put on me to hurry up and draft the Settlement Agreement. I also received calls from other entities to fast track and not delay the matter.



I drafted the Settlement Agreement dated 20 May 2008, as I had already successfully drafted the Settlement Agreement for IAR.

Pursuant to my discussions with NAB regarding the winding up, all questions that arose were posed to Mr Jerry James and Mr Tariq Fawad through my email dated 16 February 2008 (page 62 of Exhibit AW3-1). The said email contains seven (7) specific questions primarily relating to the liquidation of Broadsheet LLC (Isle of Man), that were formulated after discussions with NAB officials, as they had become aware of the liquidation proceedings.

In the subsequent response by Mr Jerry James vide communication dated 20 February 2008, the specific questions raised in the email dated 16 February 2008 were not answered serially. He threatened NAB with arbitration proceedings.

In my opinion the threat for arbitration proceedings perhaps did not hold any water as the company, Broadsheet LLC (Isle of Man), had already been liquidated and only the liquidator thereof could initiate legal action against NAB.

However, in the atmosphere referred to above, I was told as instructed by NAB to draft the Settlement Agreement along with affidavits, etc.

ROAC


Ahmer Bilal Soofi
18/ Feb / 2020

19 / Feb / 2020

(It is time for Friday prayers and Mr Ahmer Bilal Soofi, due to a recent surgery, does not appear to be too comfortable to continue today. Therefore the hearing will continue at 15:00hrs on Thursday 25 February 2021)

NAME

Muhammad Kalraem Khan ("A.W-9"), Judge Special Anti Terrorism Court, Sahiwal Division

On S.A

In April 2008, I was on deputation as a Section Officer in the Ministry of Law , Islamabad. I was sent on deputation in September/October 2007 and joined as Section Officer (Admin-JV), in the Ministry of Law and Justice.

To the best of my recollection I was in China from 8 April 2008 till 29 April 2008 on an official visit with regard to a course "Law enforcement and decision making" offered by the Government of the People's Republic of China

A few weeks after my return from China, I was appointed Section Officer (Law-II) which post I held for a few months as I was promoted in November 2008 to Senior Civil Judge and became Deputy Secretary in the Ministry of Law.

I have seen the letter dated 29 April 2008, which is at Page 246 of Exhibit NAB-21. The said letter appears to have been issued from the office of Section Officer (Law-II), Ministry of Law, which designation I did not hold on the date mentioned in the said letter that is 29 April 2008.

I have already stated that I was not even in Pakistan on that date.

I have seen the signatures. These are not my signatures, somebody has signed it allegedly on my behalf.

I have also seen the draft Settlement Agreement which is purportedly vetted and appended with the said letter dated 29 April 2008 (pages 247-261 of Exhibit NAB-23). The corrections are not in my hand nor in the normal course such vetting/corrections could have been made by section officers.

The Section Officer(Law-II), Ministry of Law was under the Joint Secretary, Mr Ghulam Rasool, in those days. There is a possibility that the vetting/correction may have been done by Mr Ghulam Rasool but I am not certain

ROAC

(Signature)
Muhammad Kalraem Khan
20th Feb, 2021

Name

Lt Gen (Retd) Munir Hafez ("AW-10"), House No 18, Street No.20, F-8/2, Islamabad

On S.A

I was a serving officer in the Pakistan Army and retired as a Lt. General. I served as Chairman, NAB from 1 November 2001 to 31 October 2005. I was preceded as Chairman by Lt General Syed Mohammad Amjad and Lt. General Khalid Maqbool.

On taking over as Chairman, NAB, I was informed in briefings that there were already pre-existing Asset Recovery Agreements ("ARAs") with two (2) foreign companies, namely International Asset Recovery Company Limited ("IAR") and Broadsheet LLC (Isle of Man) ("Broadsheet").

At that point of time, NAB inter alia had an Overseas Wing, Financial Crimes Wing and Prosecutor General Wing. I took briefings from all of them with regard to the ARAs and discovered that there were problems.

The primary problem appeared to be the interpretation of the ARAs. It was the view of IAR and Broadsheet that the said Agreements were not limited to foreign assets but included Pakistani assets and recoveries thereof by NAB. It was also their view that even if any recovery was made especially in Pakistan without any help or assistance by the Asset Recovery Companies, they would still be entitled to their share of 20% from such recoveries.

While it was NAB's understanding that the ARAs were limited to foreign assets which were required to be traced, recovered and repatriated to Pakistan by IAR and Broadsheet as per the Agreements, and had nothing to do with assets within Pakistan. Secondly, IAR and Broadsheet would be entitled to 20% share of the amount recovered only from abroad in accordance with the said Agreements.

The said Agreements, as per our understanding was on a contingency basis i.e no recovery no payment. Furthermore, the tracing, recovery and repatriation of foreign assets would be done by IAR and Broadsheet from their own resources without any financial assistance of NAB or the Government of Pakistan ("GoP").

I was also informed in the briefing by the officials of NAB that IAR and Broadsheet were not fulfilling their obligation under the Agreement. No tangible effort in this behalf was available on our record. Even prior to my taking over, the efforts to persuade and cajole IAR and Broadsheet to fulfill the Agreement had proved very unsuccessful. There was only one recovery and that was with Admiral Mansoor Ul Haq, in respect whereof the requisite share was paid to Broadsheet.

However, it needs to be clarified that the recovery and repatriation of money from Admiral Mansur Ul Haq was not effected by Broadsheet. In fact, Admiral Mansur Ul Haq, during the



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course of his extradition proceedings volunteered to come back to Pakistan, and subsequently after some hesitation entered into a plea bargain with NAB and voluntarily repatriated the money from abroad. Even though Broadsheet may not have been very helpful but as a token of good faith and to show our integrity and desire to continue with a fruitful relationship for mutual benefit, we agreed to pay the stipulated 20% share. I may add that Broadsheet demanded 28% inclusive of an 8% bonus as apparent from the letter dated 26 December 2001 available at page 417 of Exhibit NAB-1. However, only a payment of 20% was made.

There was also an issue raised by Broadsheet/IAR that NAB was not providing the requisite information with regard to the persons in question which was factually incorrect. One of the representatives of Broadsheet, Mr Tariq Fawad Malik, had been given space in the NAB offices at Islamabad and all record as required by the Agreements were made available to him as representative of Broadsheet and IAR.

We repeatedly informed Broadsheet and IAR about their failings including their inability to provide regular progress reports as required by the Agreements which is reflected in the letter dated 12 January 2002 as appearing on page 141 of Exhibit NAB-5. NAB was still hopeful that the relationship with Broadsheet and IAR would be mutually beneficial and fruitful.

However, in the above backdrop, the desired results were not forthcoming from Broadsheet/IAR's end. I along with my team travelled to London at the behest of Broadsheet/IAR in an effort to iron out the differences and air our grievances. A detailed meeting was held on 21 September 2002 and its minutes are available on the record on page 128 of Exhibit NAB-5. One of the issues that cropped up and is reflected in the minutes of the meeting stemmed out of the departure of Mian Nawaz Sharif and family, who were listed targets with Broadsheet/IAR, regarding which the said companies had serious reservations. However, I instructed them to continue with their investigation into tracing the assets of Mian Nawaz Sharif and family and in this behalf issued a Power of Attorney on 2 November 2002 (page 246 of Exhibit NAB-62).

Unfortunately, there was total inactivity by Broadsheet/IAR and the promises made and reflected in our meetings referred to above were never fulfilled. It became apparent that things were not going as one had hoped and expected.

In the above context, NAB decided to get in touch with their solicitors in London, namely Messrs Kendall Freeman who sent their representatives to Pakistan. Before such meeting, NAB brought the entire matter to the notice of GoP and they had a meeting with the then Attorney General for Pakistan and Secretary Law. The minutes thereof are available at page 164 of Exhibit NAB-1.

Subsequently, on 6 and 7 of August 2003, detailed discussions were held with our solicitors, Messrs Kendall Freedman, who had come to Pakistan. The minutes of such meeting are available at page 249 of Exhibit NAB-15. Our solicitors suggested termination of the contract and even



prepared a draft letter of termination as is mentioned in the said minutes. It was also decided that the said draft would be circulated amongst the Attorney General and Secretary Law before final approval.

Thereafter a formal legal opinion was received from our solicitors, Messrs Kendall Freeman, dated 12 August 2003 in which they advised that the Agreements be terminated. The said opinion is available at page 167 of Exhibit NAB-1.

In the above context, a meeting was convened on 18 October 2003 with the Attorney General for Pakistan, Secretary Law and others by NAB in which the future of the relationship with ARA companies was discussed. Eventually, there was a consensus to terminate the ARAs with an option to seek a negotiated settlement if possible with the said companies. The said minutes of the meeting appear on page 152 of Exhibit NAB-5.

Efforts for negotiation at that stage did not prove very fruitful. The draft letter of termination dated 28 October 2003 with certain amendments was sent to our solicitors Messrs Kendall Freeman which is available at page 133 of Exhibit NAB-5.

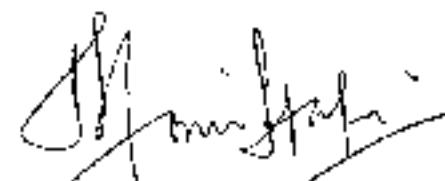
Eventually, after waiting for a few days, the letter of termination of contract was issued to Broadsheet and IAR by our solicitors, Messrs Kendall Freeman. The said letter dated 28 October 2003 is available at page 351 of Exhibit NAB-15.

Despite having issued the notice of termination, we did not close our doors for negotiation and continued to explore the possibility of a settlement. In this behalf, there was a meeting on 7 November 2003 convened at the offices of our solicitors, Messrs Kendall Freeman, in London between myself with my team and representatives of Broadsheet/IAR. We even offered that Broadsheet/IAR should accept termination and we could recommence our relationship on a case to case basis on fresh terms and conditions. Unfortunately, the said meeting did not bear fruit. The minutes of the said meeting are available on page 378 of Exhibit NAB-49.

Thereafter, everything went quiet till the end of my tenure though I believe thereafter a notice of arbitration was served by IAR.

I also appeared before the arbitrator in the Broadsheet Arbitration and recorded my witness statement, supplemental witness statement; and was also subjected to cross examination twice. My witness statement and supplemental witness statement are available at page 1 of Exhibit NAB-36, and cross examination is available at page 368 and page 462 of Exhibit NAB-44.

ROAC


(Dr. Gen. MUNIR HAIFEZ)
20 Feb 2021

Name

Lt. Gen (Retd.) Khalid Maqbool ("AW-11"), 35 Askari Villas, Sarwar Colony, Sarwar Road, Lahore Canttment

On S.A

I was a serving officer in the Pakistan Army and eventually retired as a Lt. General where after I served as the Governor of the Province of Punjab.

During the course of my career, I was appointed as the Chairman, NAB, on 26 September 2000 and continued in such office till 26 October 2001 where after as stated earlier I became the Governor of Punjab.

On taking over as Chairman, NAB, I was informed in briefings that there were already pre-existing Asset Recovery Agreements ("ARAs") with two (2) foreign companies, namely International Asset Recovery Company Limited ("IAR") and Broadsheet LLC (Isle of Man) ("Broadsheet").

I also discovered on taking over as Chairman, NAB, that there were no formal Standard Operating Procedures ("SoPs") for dealing with Broadsheet and IAR, and after due consultation such SoPs were finalized on 16 April 2001. The said SoPs are available at page 42 of Exhibit NAB-35.

It was the understanding of NAB that the said ARAs pertained to properties situated outside Pakistan only and not with reference to any property within Pakistan. Secondly, Broadsheet and IAR would only be entitled to their share of the money when and if any recovery from overseas was effected and the funds repatriated to Pakistan. However despite our very clear views as aforesaid having been communicated on multiple occasions, I was informed that perhaps the two companies had a different point of view or understanding of the said agreements.

Mian Nawaz Sharif and family were some of the targets registered with Broadsheet for the purpose of tracing, recovery and repatriation of their overseas assets. Their name was mentioned in the original list which had been registered with Broadsheet/IAR prior to my appointment as Chairman, NAB.

In November/December 2000, Mian Nawaz Sharif and his family left Pakistan for Saudi Arabia. The decision in this behalf was not made by NAB but by the Government of Pakistan ("GoP"). This act caused some concern with Broadsheet/IAR, who voiced the same through various communications, which were all duly responded to by NAB.

In the above background and because of a difference of opinion between NAB and Broadsheet/IAR, I reached out for a legal opinion to Mr Justice (Reh) Shahzad Rahman which was furnished vide communication dated 2 August 2001 (page 104 of Exhibit NAB-2). Mi

Justice (Retd.) Shafi-ur-Rahman opined that the ARAs could be interpreted to include properties and recoveries made inside Pakistan, and suggested that the contract should be protected as its termination would be irrelevant because the obligations thereunder would continue.

I also sought an opinion from Mr Fakhruddin G. Ebrahim, who furnished such opinion vide communication dated 30 August 2001 (page 166 of Exhibit NAB-2). In Mr Ebrahim's opinion, the agreement was primarily related to properties outside of Pakistan but the arbitration agreement could not be avoided by any legal action in Pakistan.

Furthermore, I also reached out to the then Law Minister, Ms Barrister Shauzia Javeed, for her opinion. She expressed her misgivings about the agreement and its wording which if her opinion could be interpreted to extend to properties in Pakistan, and suggested that arbitration should be avoided and efforts should be made to settle the matter amicably out of court. The said opinion dated 12 September 2001 is available at page 296 of Exhibit NAB-16.

In the above context and in the light of the aforesaid opinion, every effort was made to persuade Broadsheet/IAR to act within the purview of the agreements and we also explored the possibility of a solution. We always insisted that the scope of activity of the said companies under the agreements was limited to assets of targets outside Pakistan. We were not satisfied with the performance of Broadsheet/IAR after other than a very limited role in the Admiral Mansur-Ul-Haq matter, no other information regarding any target was forthcoming from their end. Even progress reports were not being submitted by the said companies.

In the above circumstances and realizing that the said companies were perhaps not capable of delivering results as expected by NAB, we kept the said companies engaged by emphasizing upon them to fulfill their obligations strictly in accordance with the agreements and at that stage to avoid terminating the agreements in view of the legal opinions referred to above.

I may add that in relation to the above matters, we kept the office of the Chief Executive of Pakistan in the loop. However, before anything could be concluded, my tenure with NAB ended.

The matter eventually went into arbitration and I made a witness statement which is available at page 1 of Exhibit NAB-35 and a supplemental witness statement which is available at page 287 of Exhibit NAB-35. I was also cross examined in the arbitration proceedings. My cross examination is available at page 121 of Exhibit NAB-41.

ROAC

*Mash
At Gail,
Khalid Maghsud*

24.02.2021

Name

Lt. Gen (Retd.) Syed Muhammad Amjad ("AW-12"), House No.5, Street 2, Sector C, Phase 1, Defence Housing Authority, Rawalpindi, Pakistan

On S.A.

I have served in the Pakistani Army and attained the rank of Lt. General and retired as such.

During the course of my service, I was appointed as Chairman NAB on 16 November 1999 and held such post till 25 September 2000. I took over the Ehtesab Bureau/Commission about four (4) weeks before the above date as directed by the Government of Pakistan ("GoP"), and commenced to perform my functions in this behalf.

I am not aware whether prior to 12 October 1999, Mr Tariq Fawad Malik and Mr Ghazanfar Sadiq Ali, both representatives of Trouvons Company LLC ("Trouvons")/GSA Investment Corporation Limited, were in contact with Ehtesab Bureau/Commission.

I am also not aware that a draft agreement had been given to Ehtesab Bureau/Commission which in fact had also obtained a legal opinion from a lawyer in Lahore dated 11 October 1999 regarding the said agreement.

I do not recall who introduced Mr Tariq Fawad Malik to NAB while I was Chairman, but I had a meeting with Mr Tariq Fawad Malik and Mr Ghazanfar Sadiq Ali in which the late Mr Farooq Adam Khan, the then Prosecutor General Accountability ("PGA"), NAB was also present. At this meeting, the matter of an asset recovery agreement with respect to assets outside Pakistan was discussed. Mr Tariq Fawad Malik and Mr Ghazanfar Sadiq Ali had said that their Principals were in Denver, Colorado.

On the suggestion of the late Mr Farooq Adam Khan, I went to Denver, Colorado in the last week of March 2000, where I met Mr Jerry James and Dr William Pepper, who represented Trouvons. A general understanding was reached that an asset recovery agreement would be signed whereby assets outside Pakistan and belonging to Pakistan would be traced, recovered and repatriated to Pakistan. All expenditure on this behalf would be the responsibility of Trouvons without any liability on NAB/GoP for such expenses. The agreement was to be on a contingency basis with Trouvons entitled to an agreed share only upon tracing, recovery and repatriation of the funds to Pakistan.

On my return to Pakistan, I took my team into confidence and instructions were issued to the then PGA, Mr Farooq Adam Khan, to draft the relevant agreement on the basis of the understanding reached as mentioned above.

Subsequently, Mr Jerry James, perhaps accompanied by Dr William Pepper, came to Pakistan. The details of the agreement to be executed were negotiated with the then PGA, Mr Farooq

Adam Khan. However, I was obviously involved in the matter of the quantum of the share to be given to Trouvons from the recovery and repatriation effected. They demanded a thirty (30) percent share, whereas I offered a ten (10%) percent share. Eventually we agreed on a 20% share of the amount of the foreign assets traced, recovered and repatriated to Pakistan. It was also agreed that an escrow account in United States ("US") Dollars would be opened in Dubai to be jointly operated by NAB and Trouvons where the aforesaid funds would be initially deposited.

At that point of time, we were informed that a special vehicle company in the name of Broadsheet LLC (Iste of Man) ("Broadsheet") and International Asset Recovery Company Limited ("IARC") would be formed solely to deal with the Asset Recoveries for Pakistan. It subsequently transpired that Trouvons' Managing Director, Mr Ronald Radman, had managed to get his license to practise as a lawyer suspended for a period of three (3) years for dishonesty/misconduct. Had I been aware of this fact, I would never have even continued further discussions let alone enter into any agreement with Broadsheet or IAR.

As suggested by the Joint Secretary, NAB in his note dated 26 May 2000, the draft agreement was to be sent to the Ministry of Law as well as the Ministry of Finance for vetting. I approved and issued appropriate directions for sending the draft agreement to the Ministry of Law and Ministry of Finance as appearing on page 343 of Exhibit-22.

Also, in the note dated 2 June 2000, one of our legal consultants, Ms Madina M Khan, noted that the draft ARA be also sent for vetting to independent legal counsel and names of three (3) lawyers were suggested. Subsequently, the file was placed before me and I suggested that anyone of the three (3) lawyers may be picked for this purpose as appearing on page 345 of Exhibit NAB-22.

I later enquired and was informed that the draft ARA had been sent to the Ministry of Finance and Ministry of Law for vetting. This "information" was communicated to me by the then PGA, Mr Farooq Adam Khan. However, such communications were never shown to me.

I have seen the record, as appearing on page 347 of Exhibit 22, from which it appears that a decision was taken that the vetting should take place at NAB alone and not sent to the Ministry of Law or Ministry of Finance. It appears from the record, that at that juncture the file was required to be sent to me i.e the Chairman, but unfortunately that never happened. A bare perusal of the file reveals that the file was not presented to me nor bears my signature or initials (see paragraph 22, page 346 of Exhibit NAB-22).

On the belief that my instructions had been carried out and the draft agreement had been vetted by the Ministry of Finance and Ministry of Law, I then wrote a letter on 17 June 2000 addressed to the Secretary, Ministry of Law, seeking permission to execute the agreement on behalf of the GoP (Page 44 of Exhibit NAB-16).

Such permission was granted vide letter dated 19 June 2000 available at page 100 of Exhibit 34A. Thereafter a formal Asset Recovery Agreement ("ARA") dated 20 June 2000 was signed by me on behalf of NAB/GoP and Dr William Pepper on behalf of Broadsheet (page 86 Exhibit 34A). The second agreement with JAR was executed on 15 July 2000.

I have examined the record and certified copy thereof appearing on page 347 of Exhibit NAB-22, where there is a note stating that the ARA has been executed as vetted by NAB and without vetting from the Ministry of Law and Ministry of Finance. On the bottom of that note, it appears that purportedly the said file was sent to me and bears some initials in yellow ink. As Chairman, NAB, I always used green ink which is also evident from every file of NAB that was ever put up to me including the aforementioned file. Reference may be made to my note dated 2 June 2000 on page 345 of Exhibit NAB-22.

I reiterate that the ARA even as drafted and signed by me to my understanding pertains only to assets outside Pakistan. This aspect is further reinforced by the fact that the escrow was to be opened under the agreement in Dubai in US dollars. Obviously, recoveries in Pakistan would be made in Rupees and there is no mechanism provided for its transfer to Dubai in US Dollars nor would such a course of action ever be acceptable to GoP or NAB as it would deplete our foreign exchange reserves.

The matter eventually went into arbitration and I made a witness statement which is available at page 1 of Exhibit NAB-34A and my second witness statement which is available at page 131 of Exhibit NAB-34A. I was also cross examined in the arbitration proceedings. My cross examination is available at page 307 of Exhibit NAB-44.

ROAC

[Handwritten signature]
LT GEN SYES MOHAMMAD ANSAR (R&TD)

21 February 2021.

Name

Abdul Basit, ("AW-12"), 33 River Side Enclave, Korang Road, Ban Gala, Islamabad

On SA

I joined the Foreign Services in October 1982 and retired on 1st August 2017. I am the former Ambassador of the Government of Pakistan ("GoP").

In 2008, I was serving at the High Commission for Islamic Republic of Pakistan, London, first as Minister Political then as Deputy High Commissioner from May 2003 till August 2008.

I received a communication dated 14th May 2008 (which is at page 210 of Exhibit NAB-23), which is addressed to me, and appears to be issued by Mr. Hasan Saqib, Deputy Director, NAB Headquarters, Islamabad. This letter encloses a number of documents as Annex A (Settlement Agreement), Annexure B (Affidavits of Mr. E. Jerry James and Mr. Tariq Fawad Malik) and Annexure C (draft minutes of the meeting).

In the said communication dated 14th May 2008, I was directed to have the enclosed said documents including the Settlement Agreement executed by persons mentioned therein upon ascertaining their proper identification through copies of their passports.

The Settlement Agreement dated 20th May 2008 was eventually executed by me on behalf of the GoP and by "Mr. E. Jerry James", the person identified in the said communication of 14th May 2008 as the person executing the said agreement for the other side.

It is correct that the Settlement Agreement I had received through communication dated 14th May 2008 contained a lot of blanks. More particularly, as to the complete and accurate identity of the entity with whom such agreement was being entered into i.e Broadsheet LLC. The blanks include the origin of its incorporation and the authority of the person (Mr. E. Jerry James) who was to execute the said agreement. The said document was in fact executed with such blanks. I did not receive any instructions in writing or verbally from Pakistan, neither from NAB nor the Ministry of Foreign Affairs, on how to fill the said blanks. I also did not seek any information from Pakistan as to how to fill out these blanks. I do not recall having ever signed any document

on behalf of the GoP with critical blanks in it, however, I did not believe that the blanks in the said agreement were critical.

As a government servant and a diplomatic representative of the Islamic Republic of Pakistan, whatever had been transmitted to me from Pakistan was, for me, final and required to be executed. It is the responsibility of the office (in the instant case NAB) to ensure that all formalities for execution of the said agreement were complete.

I have never come across any document/agreement on behalf of the GoP with blanks in it.

I have seen the cheque which was issued and duly acknowledged by receipt by the High Commission of Pakistan in London. The said cheque appears on page 202 of Exhibit NAB-23. The cheque has been issued from the account of the High Commission for Pakistan in London. The cheque has been issued in the name of "Broadsheet LLC (Gibraltar)". I do not remember as to how the cheque was issued in the name of Broadsheet LLC (Gibraltar). The cheque was prepared by the Accounts Section at the High Commission for Pakistan, London. After delivery of the cheque, a receipt was obtained as required and sent back to NAB who did not raise any issue as to why the cheque had been issued in the name of "Broadsheet LLC (Gibraltar)".

When the Settlement Agreement was executed, Mr E. Jerry James was present, a copy of whose passport was taken and placed on record to ascertain his identity and then he was asked to sign the Settlement Agreement and other accompanying documents. Today, having seen the same, I have noticed that the signatures on some of the documents, namely the Settlement Agreement and payment receipt, do not appear to be similar as the signature of Mr E. Jerry James on his passport. However, the signature on the Affidavit of Mr E. Jerry James appears to be similar. Similarly the purported signatures of Mr. E. Jerry James on the Minutes of the Meeting are dissimilar to the signatures on his passport and Affidavit.

It is correct that in the blank affidavit of Mr Tariq Fawad Malik, there are instructions to fill out the blanks on the verification which state "insert place".

It is correct that Mr Tariq Fawad Malik was not present when the Settlement Agreement was executed in the meeting at the High Commission for Pakistan in London and did not sign the Affidavit in my presence. His signed affidavit is at record at page 192 of Exhibit-23. It is

purportedly executed in Dubai, U.A.E but it is neither notarised nor bears any stamp of the Pakistani Embassy in U.A.E. I was not given any instructions to ensure that such affidavit was attested or notarized.

I may also add that, to my best of recollection, no documents were handed to me in the above said meeting at the High Commission for Pakistan in London and that NAB never even asked for those documents afterwards.

In hindsight, I believe it would have been more appropriate to compare the signatures of Mr. E Jerry James on the documents in question with his signature on the passport.

Usually, instructions in documents of this sort are routed to the Pakistani Missions abroad through the Ministry of Foreign Affairs but occasionally other departments directly communicate with such Missions. I do not recall that any communication in this behalf was received from the Ministry of Foreign Affairs.

The record as to the issuance of the cheque and the entity in whose name such cheque was issued would be reflected by the vouchers prepared by the accounts office in the High Commission of Pakistan, London for the Foreign Office in Pakistan. I believe the requisite record should be available with the High Commission of Pakistan in London and perhaps even with the Ministry of Foreign Affairs.

ROAC


ABDUL BASIT
03 Feb. 2011

Name

Mr. Nawid Ahsan, ("AW-14"), House No.661, Street 42, Sector E-11/3, Islamabad, Pakistan

On S.A

I joined Government Service in October 1968 as a Probationary Officer of Civil Service of Pakistan. I eventually retired as Secretary, Finance in April 2004. Post retirement, I continued as Secretary, Finance on the orders of the Government of Pakistan ("GoP") and was then subsequently appointed as Secretary General, Finance.

On 6th July 2007, I was appointed by the President of the Islamic Republic of Pakistan as Chairman, National Accountability Bureau ("NAB"), which post I held till 14 June 2010.

In April 2007, before I took over as Chairman, NAB, Mr. Ahmer Bilal Soofi, Advocate, and Mr. Hasan Saqib, the then Deputy Director (Overseas Wing), NAB, had been nominated by my predecessor to carry out negotiations with the two companies, namely Broadsheet LLC (Isle of Man) ("Broadsheet") and International Asset Recovery Company Limited ("IAR"), with which GoP/NAB had earlier executed Asset Recovery Agreements ("ARAs"), which had subsequently been terminated. The purpose of the negotiations was to seek a settlement with them.

As per the record, prior to my joining there had been a meeting between Broadsheet LLC, with Mr. Ahmer Bilal Soofi and Mr. Hasan Saqib, and the minutes of such meeting were available in the record. The said meeting was held on 17th April 2007 and appears on Page 253 of Exhibit NAB-23.

I may also add that my predecessor took the matter of settlement with the aforesaid asset recovery companies to the Prime Minister and an inter ministerial committee was formed. However, no conclusive decision was taken and the matter was returned to NAB. It was at this stage that I took over. I recommenced the proceedings relying upon the minutes of the meeting of 17th April 2007 and the actions taken by my predecessor, General (Retd.) Shahid Aziz.

OF 14
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Eventually, GoP agreed in principle for a settlement with the companies with whom the ARAs had been signed for a determined amount. With regards to one of the companies, International Asset Recovery Company Limited ("IAR"), such amount was identified as USD 2.25 million, however, settlement through negotiation was USD 2.2 million. With regards to Broadsheet, an amount of USD1.5 million was identified for settlement.

When I took over, there were serious financial constraints on NAB as the budget was drastically reduced by the GoP. At the same point of time, all armed forces officials on deputation were recalled. Similarly civilian officers from Government Departments on deputation were also recalled. This reduced the workforce at NAB. It is correct that at that point of time, there was no Prosecutor General Accountability.

The only principal lawyer handling the matter with Broadsheet was Mr. Ahmer Bilal Soofi who was already engaged during the tenure of my predecessor for the purpose of negotiation and settlement.

During my tenure as Chairman NAB, a Settlement Agreement was executed with IAR on 2nd January 2008.

A minute sheet was initiated by Mr. Hasan Saqib regarding Broadsheet and settlement therewith on which it now appears, after seeing the relevant file at page 3 of Exhibit NAB-23, that I seem to have only approved the proposal to obtain relevant documents from Broadsheet LLC, in support of its purported claim.

I do not recall seeing the email of Mr. Ahmer Bilal Soofi dated 14 February 2008 addressed to Ms. Madina M. Khan, Acting Director (Overseas Wing), NAB and copied to Mr. Hasan Saqib (as appearing on page 315 of Exhibit NAB-23). There is no mention in the minute sheet or any portion of the file thereof which eventually found its way to my office that Broadsheet LLC (Isle of Man) was being wound up or had been wound up. I was never made aware that Broadsheet LLC (Isle of Man) was being wound up or had been wound up.

Mr. Ahmer Bilal Soofi did not inform me that Messrs. Broadsheet LLC (Isle of Man) was being wound up, neither in writing nor verbally. Furthermore, neither Mr. Hasan Saqib nor Ms. Madina M. Khan or any other officer of NAB informed me in writing or verbally that Broadsheet LLC (Isle of Man) was being wound or had been wound up.

I categorically deny that Mr. Ahmer Bilal Soofi or for that matter Mr. Hasan Saqib or Ms. Medina M Khan ever suggested to me verbally or in writing that the status or record of liquidation of Broadsheet LLC (Isle of Man) in the Isle of Man be searched or the orders of the court of Isle of Man in this regard be examined or obtained.

During the course of the negotiation, apparently to put pressure on NAB, we received two letters purportedly from Broadsheet threatening arbitration proceedings. The said letters are dated 16 April and 21 April 2008 respectively which appear at pages 276 and 269 of Exhibit NAB-23. On receipt of the aforesaid notices, as recommended I directed that our lawyers should legally respond to the said notices (page 11 of Exhibit NAB-23).

I was aware that an Asset Recovery Agreement had been executed between GoP/NAB and Broadsheet LLC (Isle of Man) on 20 June 2000. I was given the impression by my lawyers and staff that the notices dated 16 April and 21 April 2008 had been issued by Broadsheet LLC (Isle of Man). I now see that perhaps the letter head used on the said notices was of Broadsheet LLC (Colorado). This was not pointed out to me by my Mr. Ahmer Bilal Soofi or my staff.

Had I known or been informed that in fact Broadsheet LLC (Isle of Man) had been liquidated at that point of time, NAB's reaction and my decision in this behalf would have been totally different and would not have taken the two alleged notices very seriously because there was no privity of contract with Broadsheet LLC (Colorado) and the said notices had not been issued by a liquidator or other court appointed official on behalf of Broadsheet LLC (Isle of Man).

Mr. Ahmer Bilal Soofi was directed to prepare a Settlement Agreement. The draft Settlement Agreement was not put up to me for approval. However, on examining the record shown to me

(Page 6 of Exhibit NAB-23), it appears that draft agreements may have been shown to me and I appear to have directed that the clearance of the Ministry of Law should also be obtained in addition to vetting by the PGA Wing.

The signatures on the minute sheet dated 14th May 2008, by which it seems that the covering letter enclosing the final draft Settlement Agreement was approved, are purportedly of an Acting Chairman and certainly not my signatures (Page 16 of Exhibit NAB-23). It appears that the final draft Settlement Agreement was dispatched to London, United Kingdom without being shown to me.

Mr. Ahmer Bilal Soofi and Mr. Hasan Saqib were not sent to the United Kingdom due to financial constraints. There was also no recommendation from the GoP that the lawyer, Mr Ahmer Bilal Soofi, be sent to the United Kingdom.

Payment to Broadsheet was to be made in two tranches, the first one was to be by cheque and the second by wire transfer. I did not give any instructions as to the exact identity of the entity in whose favour the cheque was to be issued. These are matters which are handled by Director General, Finance, NAB and officers of his Wing/Department.

To the best of my recollection, I do not recall anyone authorized by me to act in the capacity of Acting Chairman but I do recall that at that point of time there was no Deputy Chairman.

ROAC

Riaz Haider
(NAB) Atts AN

23. 2. 2021

Name

Mr. Gulam Rasool ("A.W.-15"), former Joint Secretary, Ministry of Law/Deputy Legal Adviser, Ministry of Foreign Affairs, House No.32, Street #7, Sector G-13/2, Islamabad.

On S.A

I joined Government Service on 15 December 1972, as Research and Reference Officer in the Supreme Court of Pakistan. From there, I was appointed as Assistant Legal Advisor (BS-18) in the Ministry of Foreign Affairs and joined on 1st October 1973. In November 1995, I was deputed to the Attorney General's Office as Consultant. On 1st July 1996, I joined the Ministry of Law as Joint Secretary on deputation.

The letter dated 19th June 2000 bears my signature and is a response to the earlier letter of the Chairman NAB dated 17th June 2000, which was addressed to the Secretary, Ministry of Law. It is clear from the record as appearing on page 25 of Exhibit 16 and correct that, as directed, I only communicated the authority on behalf of the President to execute the Asset Recovery Agreement mentioned therein. There was no requirement or request on behalf of the NAB to vet the said agreement nor did I do so.

I have seen the letter dated 15th April 2008 (appearing on page 280 of Exhibit NAB-23) which is addressed to me. At that point of time, when the letter was written, I was neither the Acting Secretary of the Ministry of Law nor looking after the work of the Secretary. To the best of my recollection, there was a Secretary of the Ministry of Law.

It is correct that with the said letter dated 15th April 2008, a draft Agreement was enclosed. The said Agreement was vetted and returned to the NAB vide letter dated 29 April 2008 (appearing on page 246 of Exhibit NAB-23) purportedly signed by Muhammad Kaleem Khan, Section Officer, Ministry of Law and is appended therewith. I have seen the vetted draft Agreement. The vetting/correction on the draft Agreement has been done by me and is in my hand.



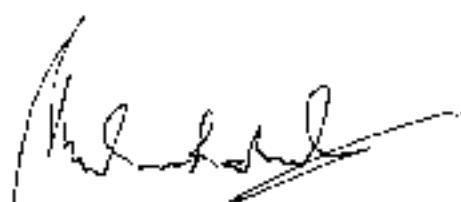
I have now noticed that there are blanks on page 1 of the draft Agreement appended to the said letter dated 20 April 2008, which are not merely a matter of address but of the identity of Messrs Broadsheet, place of its incorporation and authority of the person to act on its behalf. I do not recall pointing out to the NAB that these blanks needed to be filled up before the vetting was to be finalized. Similarly, I do not recall that a meeting was held between me and officers of the NAB in this behalf. Again, I do not recall initiating such meeting to seek clarification, nor was any such meeting called by the NAB. I did not ask for any supporting documents which would show or explain the true identity of Broadsheet LLC or the authority of the person executing on its behalf. I relied upon the NAB in this behalf which was supposed to do its due diligence.

The primary mandate of the Ministry of Law was to examine the Clauses concerning Governing Law and mode of Settlement of Disputes. However, as and when required, we examined other terms also.

As I recall, there was no document or letter that the draft Agreement was examined by the Ministry of Foreign Affairs or Ministry of Finance appended with the draft Agreement. Again, as far as I recall, I did not reach out to the Ministry of Finance or the Ministry of Foreign Affairs in this behalf, as it was presumed that the referring agency/department would have done so.

In the normal course, after vetting, the matter was sent to the Secretary Law for approval before being transmitted back to the Ministry or Department concerned. I believe, I must have sent the vetted draft Agreement to the Secretary Law.

ROAC


(Hassan Rasheed)

23 Feb 2021

Name

Khalid Khan Niazi ("AW-4"), Secretary to the Attorney General for Pakistan, 3rd Floor, Supreme Court Building, Islamabad

On S.A

Today, I have again brought the available record along-with its certified copies as mentioned in my earlier statement dated 17th February 2021. No further record could be located. As and when such record is found, it shall be presented to the Commission.

ROAC



KHALID KHAN NIAZI
Secretary to the Attorney
General for Pakistan
S.C. building, Islamabad
24.2.2021

Name

Faizan Zafar ("AW-16"), Assistant Private Secretary to the Attorney General's Office, 3rd Floor,
Supreme Court Building, Islamabad.

On S.A

I am the custodian of the record and have been appointed as such vide Office order by the Office
of the Attorney General of Pakistan dated 12th February, 2021, which I tender in evidence ("AW
16-1")

I have brought the following available record consisting of eight volumes comprising of five
volumes pertaining to correspondence with regard to Broad Sheet for the years 2015 to 2018,
one volume of Submission made to the tribunal, one volume of judgments/ orders and two
volumes of Late Ms. Benazir Bhutto Jewelry Case.

FILE	DESCRIPTION	PAGE NUMBERS
Vol. I	Correspondence relating to Broadsheet	1-85
Vol. II	Correspondence relating to Broadsheet	1-370
Vol. III	Correspondence relating to Broadsheet	1-240
Vol. IV	Correspondence relating to Broadsheet	1-344
Vol. V	Correspondence relating to Broadsheet	1-288
Vol VI		1-179
Part I		
Part-II		1-180
Part-III		1-92
Part-IV	Submission made to Tribunal	1-90
Part-V		1-66
Part-VI		1-230
Part-VII		1-309
Vol. VII	Judgments/Orders	1-306
Vol. VIII (Part I)	Late Benazir Bhutto Jewelry Case (Swiss Case)	1-78
Vol. VII (Part II)	Late Benazir Bhutto Jewelry Case (Swiss Case)	1-228

BY

I am the custodian of the aforesaid record and have also brought the certified copies of the said record (certified copies have been compared with the original record and the original record has been returned). The certified copies are taken on record as.

- Exhibit OAGP-1 Correspondence relating to Broadsheet Vol-I comprising of pages 1-85
Exhibit OAGP-2 Correspondence relating to Broadsheet Vol-II Comprising of pages 1-370
Exhibit OAGP-3 Correspondence relating to Broadsheet Vol III Comprising of pages 1-240
Exhibit OAGP-4 Correspondence relating to Broadsheet Vol-IV Comprising of pages 1-344
Exhibit OAGP-5 Correspondence relating to Broadsheet Vol-V Comprising of pages 1-288
Exhibit OAGP-6 Submission made to Tribunal Vol-VII(Parts I VII) mentioned in table above
Exhibit OAGP-7 Judgments/Orders Vol VII comprising of pages 1-306
Exhibit OAGP-8 Late Benazir Bhutto Jewelry Case (Swiss Case) Vol-VIII (Parts I to II) mentioned in table above

R.O.A.C

Ois
Raijon Zafar
APS office of AGP
24-02-2021

Name

Raja Naeem Akbar ("AW-5"), Secretary, Ministry of Law and Justice, Islamabad.

On S.A

The files that were missing as mentioned in my earlier statement dated 17th February 2021, have still not been located.

However, some files/documents pertaining to SGS/COTECNA case in Switzerland have been retrieved and are available today along-with the custodian of the record. If any further documents are found, I shall present before the Commission.

R O A C



Raja Naeem Akbar
Secretary Law
24/2/2021

Name

Asghar Ali, Section Officer ("AW-17"), Ministry of Law and Justice, Islamabad.

On S.A

I have brought the available record pertaining to SGS/COTECNA cases in Switzerland. I am the custodian of such record. I have brought certified copies thereof, which I tender as Exhibit "AW-17-1" comprising of pages 1 to 37, which are detailed as under:

Sr. No.	Date	From	To	Content	Reference	Page
1	12.02.1998	Ch. Muhammad Farooq, Attorney General for Pakistan	Ms. Carla De Ponte, Attorney General for Switzerland	Seizure of account, properties and retrieval of information concerning Asif Ali Zardari and his associates regarding their drug related activities (Flag-1)	Page No. 267 of File No. 3(156)- AI/2007 Sol II Volume-II	1-6
2	07.10.2007	Senator Farooq H Naik	Mr. Zahid Hamid, Minister for Law & Justice	Withdrawal of letter of request for mutual assistance against Mohtarma Benazir Bhutto & M/s. Asif Ali Zadari (Flag 2)	Page No. 94- 95 of File No. 3(156)/2007- Sol-II Volume- II	7-8
3	15.12.2009	Syed Nasir Ali Shah, Solicitor General	Statement in Supreme Court of Pakistan in CP.No.75/2007 etc.	Statement on behalf of Syed Nasir Ali Shah, Solicitor General, M/o Law & Justice. (Flag-3)	Page No. 89 of File No. 3(156)/2007- Sol II Volume II	9
4	22.06.2008	Malik Muhammad Qayyum, AGP	Mr. Daniel Zeppetti, Attorney General, Switzerland.	Regarding withdrawal of request of proceedings initiated in Switzerland (Flag- 4)	Page No. 96 of File No. 3(156)/2007- Sol-II Volume- II	10-11
5	12.10.2007	Malik Muhammad	Secretary, M/o Law & Justice	Issuance of nomination of Rai	Page No. 6 of	12

		Qayyum, AGP	& Human Rights	Muhammad Nawaz Kharal in CPs No. 7G- 80/2007 (Annex- A)	File No 3(156)/2007, Volume -I,
6	24.10.2007	Solicitor General (M/o Law & Justice)	Secretary to AG for Pakistan	Regarding settlement of fee before issuance of nomination of Rai Muhammad Nawaz Kharal in CPs.No.7G- 80/2007 (Annex- B)	Page No.5 of File No 3(156)/2007- Sol-I, Volume -I,
7	23.05.2012	Section officer, M/o Law & Justice	Office of the Attorney General for Pakistan	Opinion of AGP under Article 100 of the Constitution of Pakistan in inquiry against Malik Muhammad Qayyum, for making unauthorized communication with Swiss Authorities regarding withdrawal of cases under NRO. (Annex-C)	Page No. 232- 254 of File No. 3(155- A)/2007 Sol II, Volume -I, (Main file Malik Qayyum).
8	05.11.2012	Secretary Law, Justice (R) Yasmin Abbusey	Swiss Attorney General	Intimates withdrawal of the letter dated 22.05.2008 written by Justice (R) Malik Abdul Qayyum the then Attorney General of Pakistan to the Swiss Attorney General in pursuance to the supreme Court orders dated 16- 12.2009 (Annex- D)	page No.26 of File No. 3(155)/2007- Sol-II, Volume -X,

9	05.11.2012	Secretary Law, Justice (R) Yasmin Abbasy	Pakistan Ambassador to Switzerland	Request from Secretary Law to Pakistan's Ambassador to Switzerland to deliver the letter referred at S No I above to Swiss Attorney General. (Annex-E)	page No.25 of File No. 3(156)/07-Sol-II, Volume -X,	18
10	05.11.2012	Secretary Law, Justice (R) Yasmin Abbasy	Pakistan Ambassador	Authorizes Pakistan's Ambassador to engage Mr. Nicolas Jeandin as representative of COP to communicate and appear before the Swiss Attorney General to do the necessary acts regarding implementation of the Supreme Court orders (Annex-F).	page No.18 of File No. 3(156)/07-Sol-II, Volume -X	19
21	05.11.2012	Secretary Law, Justice (R) Yasmin Abbasy	Swiss Attorney General	Power of Attorney (POA) given by COP (signed by the then Secretary Law, Justice (R) Yasmin Abbasy) in respect of Mr. Nicolas Jeandin to communicate and appear before the Swiss Attorney General. (Annex-G)	page No.19 of File No. 3(156)/07-Sol-II, Volume -X,	20
12	22.11.2012	Secretary Law, Justice (R) Yasmin Abbasy	Mr. Nicolas Jeandin Swiss Attorney for COP	Secretary Law and Justice Division Justice (R) Yasmin	page No.21 of File No. 3(156)/07-Sol-II, Volume -X,	21 24



				Abbasey wrote to Mr. Nicolas Jeandin explaining, in detail the background of the matter and concluding that "in view of the foregoing Government of Pakistan would understand and appreciate to receive official confirmation about the inability of the Swiss authorities to revive Government of Pakistan's stand as civil party, and alleged claims." (Annex-H)		
13	22.11.2012	Secretary Law, Justice (R) Yasmin Abbasey	Pakistan Ambassador to Switzerland	A request for delivering the letter referred at S No. 6 above to Mr. Nicolas Jeandin. (Annex-I)	page No.20 of File No. 3(156)/07-Sol-II Volume -X,	25
14	27.03.2017	Secretary Law and Justice	KK Agha, Prosecutor General NAB	NRO implementation case; Malik Muhammad Qayyum, former Attorney General for Pakistan (Annex-J)	Page 293 of File No. 3(156-A)/07-Sol-II (Main file, Malik Abdul Qayyum)	26
15	23.04.2017	Section Officer, Ministry of Law and Justice	Dy. Director, NAB, Islamabad	Provision of information under NAB Ordinance, 1999, inquiry against Malik Muhammad Qayyum, former	Page 280 of File No. 3(156-A)/07-Sol-II (Main file, Malik Abdul Qayyum)	27-28

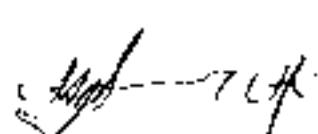
				Attorney General for Pakistan (Annex-K)		
16	26.04.2012	Section Officer, Ministry of Law and Justice	Dy. Director, NAB, Islamabad	Provision of information under NAB Ordinance, 1999, Inquiry against Malik Muhammad Qayyum, former Attorney General for Pakistan. (Annex-L)	Page-226 of File No. 3(156-A)/07-Sol-II (Main file, Malik Abdul Qayyum)	29
17	13.06.2013	Mr. Nicolas Jeandin Swiss Attorney for GOP	Pakistan Ambassador to Switzerland	Regarding Implementation of Supreme Court's Judgment. (Annex-M)	Page No. 77 of File No. 3(156)/07-Sol-II Volume-X,	30
18	14.06.2013	Pakistan Ambassador to Switzerland	Secretary Law, Justice (R) Raza Muhammad Khan	Pakistan Ambassador to Switzerland conveys the 04-02-2013 "Order on Non Entry into the Subject" decision of the Swiss Authorities submitted by the Pakistan's attorney Mr. Nicolas Jeandin In Switzerland. (Annex-N)	Page No. 78 of File No. 3(156)/07-Sol-II Volume-X,	31
19	18.06.2013	Pakistan Ambassador to Switzerland	Secretary Law, Justice (R) Raza Muhammad Khan	Ambassador sends back compliance of various instructions and also sends back copies of letters between Mr. Nicolas and Swiss Attorney General. (Annex-O)	Page No. 17 of File No. 3(156)/07-Sol-II Volume-X,	32



20	21.06.2013	Secretary Law, Justice (R) Raza Muhammad Khan	Pakistan Ambassador to Switzerland	Engagement of Jacques Python regarding Implementation of Supreme Court's Judgment. [Annex-P]	Page No. 151 File No. 3(156)/07-Sol-II Volume-X,	33
21	21.06.2013	Secretary to the Prime Minister	Secretary Ministry of Law and Justice	Implementation of Supreme Court decision-correspondence Swiss Authorities. [Annex-Q]	Page No. 131 of File No. 3(156)/07-Sol-II Volume-X,	34
22	22.06.2013	Secretary Ministry of Law and Justice	Secretary to the Prime Minister for Pakistan	Implementation of Supreme Court decision-correspondence Swiss Authorities. [Annex-R]	Page No. 147 of File No. 3(156)/07-Sol-II Volume-X,	35-36
23	22.06.2013	Mr. Munir A Malik, Attorney General for Pakistan	Secretary Ministry of Law and Justice	Regarding Implementation of Supreme Court decision-correspondence Swiss Authorities. [Annex-S]	Page No. 155 of File No. 3(156)/07-Sol-II Volume-X,	37

The afore-said certified copies (Exhibit "AW-17-1") have been compared with the original record and the original record has been returned to the witness.

ROAC


 NC-NAD 84
 SECTION OFFICER
 MIO KAN &
 TOFFICE
 24-2-2011

Name

Muhammad Nasim ("AW 18"), Deputy Director, Examiner of Questioned Documents, NAB, Forensic Science Laboratory, NAB Headquarters, Islamabad.

On S.A

The Forensic Science Laboratory was created in NAB in 2015 and I have been working in the said Forensic Lab since its inception. I am a Masters in Computer Sciences and was trained forensically to deal with questioned documents in the FIA. I received letter No. 2(1)/Commission/2021 dated 23rd February, 2021 (Exhibit "AW 18-1") seeking my opinion regarding a signature/initials mentioned therein. I present my opinion in a sealed cover as Exhibit "AW 18-2".

The Sealed Cover containing forensic analysis report has been opened by the witness in the presence of the Commission.

The said report bears my signatures and I present it as Exhibit "AW 18-3".

ROAC

Nish
Muhammad Nasim
Deputy Director
Examiner of Questioned
Documents, NAB FSL
NAB, HQ, Islamabad
24th, February 2021

Name

Mr Ahmer Bilal Soofi ("AW-8"), Advocate SC, 12 Embassy Road, G-6/4, Islamabad

188

On S.A

It is correct that as per the Asset Recovery Agreement with Broadsheet LLC (Isle of Man) dated 20 June 2000, rights under the said Agreement could not have been assigned without the written consent of the other side.

I am not aware of any written consent given by the National Accountability Bureau ("NAB")/Government of Pakistan ("GoP") for assignments of rights by Broadsheet LLC (Isle of Man) to Steeplechase Financial Services LLC ("Steeplechase"). I have never seen such document.

There are three references to "Broadsheet LLC (Gibraltar)" in the Settlement Agreement (appearing on page 175 of Exhibit NAB-23). The first such reference is as party number B in the context of it having assigned its rights to Steeplechase. The second mention is at Recital G, and it is mentioned that the same is under winding up. The third mention in Article 4(c) as a warranty against claims by the Broadsheet LLC (Gibraltar) allegedly under winding up. It is correct that there is no such company called Broadsheet LLC (Gibraltar). The reference to the said company in the Settlement Agreement is a typographical error. In all three places in the Settlement Agreement, the intention was to "Broadsheet LLC (Isle of Man)".

To the best of my understanding, the Assignment dated 4 January 2005 (appearing on page 158 of Exhibit NAB-40), where it refers to "Broadsheet LLC" means "Broadsheet LLC (Isle of Man)", however it is not specifically so mentioned in the Assignment.

Had the document been filled up and the blanks removed on page 1 of the Settlement Agreement, "Broadsheet LLC" would have read as "Broadsheet LLC (Colorado)" subject to evaluation of the documents that Mr Jerry James would have brought with him when the said Agreement was signed. I say that it could have been "Broadsheet LLC (Colorado)" on the basis of the warranty/assignment and the representation by Mr Jerry James that "Broadsheet LLC" had been relocated, reconstituted and reincorporated in Colorado.

I do not recall any official document showing reincorporation of "Broadsheet LLC (Isle of Man)" as "Broadsheet LLC (Colorado)". However, I do have a recollection of some mention of some document which is not before us today.

I am not aware of any law under which a company incorporated in one jurisdiction can be reincorporated in another jurisdiction.

The draft Settlement Agreement was only a template which was to be changed on the basis of documents to be provided by the other side.

I did not issue any communication in writing in a letter or email addressed to NAB that the draft Settlement Agreement was only a template to be changed upon receipt of examination and evaluation of the documents to be made available by Mr. Jerry James at the time of execution. Such was my understanding with NAB. No such understanding is available in writing, however, it was clearly understood orally and in our various meetings with Ms Medina M. Khan and Mr Hasan Saqib and some others officials of NAB.

Of course, I know the difference between a company under winding up and a company which is wound up and dissolved.

It is correct that I had mentioned in my witness statement in the arbitration proceedings Broadsheet LLC (Isle of Man) had stood dissolved. It is correct that I discovered this from Mr Jerry James and in February 2008, he did indicate that some matters in this regard may be pending and that he was sorting the same out.

In my 1st witness statement in the arbitration proceedings at paragraph 37, I had said that I knew or was informed that Broadsheet LLC (Isle of Man) had been "dissolved". I did not use the word "dissolved" with regards to Broadsheet LLC, rather as my source of information was Mr Jerry James, and he was not very clear about it.

It is correct that when I gave the draft Settlement Agreement to NAB, it was not accompanied by any communication as to how the blanks were to be filled up. However there was an understanding that the filling up these blanks was to be dependent on the information and documents to be provided by Mr. Jerry James at the time of formal execution. However, no such understanding is in writing or on the record.

In my email of 14th February 2008, I have stated as a fact that Broadsheet LLC (Isle of Man) is under winding up, however prior thereto there had been an assignment in favour of Steeplechase. The Assignment dated 4th January 2005 is the document that I have repeatedly referred to in my witness statement in the arbitration proceedings.

I do not recall seeing the said document of Assignment dated 4th January 2005 before issuing the email dated 14th February 2008. I believe the document came a few days later.

I do not recollect giving any instructions or information to NAB or the Pakistan High Commission in London as to whose name the cheque of the first tranche should be issued.

The second tranche was paid through a wire transfer. I informed NAB as to details of the account as communicated to me by Mr. Jerry James for purposes of the wire transfer. It is correct that such details did not include the title of the account as none was communicated to me by Mr. Jerry James.

2
AS

167

I am aware there was arbitration proceedings in which I appeared as a witness statement. I gave two written witness statements which appear at Page 1 of Exhibit NAB-40 and page 224 Exhibit NAB-40 respectively. I was also subjected to cross examination which appears at Page 548 of Exhibit NAB-44.

ROAC


Andrew Pritchard

25 / 2 / 2021

Name

Lt. Col. (Retd.) Shahzad Anwar Bhatti ("AW-19"), House No. 22, Street No. 36, Sector- C (Orchard Area) DHA-1, Islamabad/Rawalpindi.

On S.A

I joined NAB on 11th September, 2000. In 2004, I was posted as Director Finance at NAB Headquarters, Islamabad. I finally retired from NAB as Director General NAB, Rawalpindi on 31st December, 2014.

As stated above, at the time when the payments were made to M/s Broadsheet, I was the Director Finance when the letter dated 19-05-2008 addressed to the High Commissioner of Pakistan in London, which was signed by me. The said letter (Page 205 of Exhibit NAB- 23) refers to the payment to be made to M/s Broadsheet.

The said letter had also been endorsed to M/s Broadsheet LLC, Gibraltar. I believe this endorsement was made by my staff while putting up the letter to me, on the basis of the draft agreement, which was made available to us in the Finance wing. I did not convey any instructions in writing or otherwise to the Pakistan's High Commission in London, UK to issue the cheque in favour of M/s Broadsheet LLC, Gibraltar.

The letter dated 29-09-2008 (Page 156 of Exhibit NAB- 23) was also issued and signed by me which pertains to second tranche of payment. Such payment was to be made as per the letter to M/s Broadsheet. No instructions in writing or orally were given by me to the Pakistan's High Commission in London to make such payment to M/s Broadsheet LLC, Gibraltar or Broadsheet LLC, Colorado. This letter too has also been endorsed to M/s Broadsheet LLC, Gibraltar. Perhaps, because the earlier letter had also been endorsed to M/s Broadsheet LLC, Gibraltar. To the best of my recollection and available record shown to me I am unable to give any further explanation as to why the two letter referred to above were endorsed to M/s Broadsheet LLC, Gibraltar.

R O A C



Lt Col Shahzad Anwar Bhatti
 H. No. 22. Street 36. Sec C
 DHA - 1. Islamabad.
 01 Mar 2021.

Name

Mr. Muhammad Arif Azim ("AW-20"), House No. 14, Street No. 76, G-6/4, Islamabad.

On S.A

I joined the Civil Service of Pakistan in April 1980 and retired on 11th October, 2016 as Federal Secretary.

During the period of my service, I worked with the National Accountability Bureau, Headquarters, as Director General (Awareness and Prevention) / (Finance and Administration), from January, 2008 to April, 2009.

At that point of time, Mr. Nawid Ahsan was the Chairman of NAB. During the said period on more than one occasions, I was authorized by the Chairman to act as Chairman NAB, during his absence from Pakistan. In the normal course of events, the file was put up to me for approval of payment to M/s Broadsheet, as already approved by the Prime Minister of Pakistan. I approved the proposal for payment on 15th May, 2008. Para 17 of the noting portion bears my signatures (Page 33 of Exhibit NAB-17). I marked the file to Director (Finance). Had the Chairman been in office, he would have sent the file to myself as Director General (Finance). There was no discussion as to the details of the entity to whom the payment was to be made, except what was on the file i.e. M/s Broadsheet. I do not recall reading or purusing the Settlement Agreement under which the payment was being made. I must have examined the summary of approval for payment by the Prime Minister. In the Summary dated 12th November, 2007, para 3 as approved by the Prime Minister on 15-11-2007, the recipient of the payment has been described as M/s Broadsheet (pages 62-K to 62-T of Exhibit NAB-18). I have also now seen a preceding summary for the Prime Minister dated 10-05-2007, M/s Broadsheet has been described in full as "M/s Broadsheet LLC (BS)" registered in Isle of Man (Pages 62-L to 62-P of Exhibit NAB-18). Perhaps some draft letter by Hasan Saqib, Desk Officer to be addressed to the High Commission in

London may have been sent to me, which may have included the Settlement Agreement but I do not recall today seeing or reading this Agreement. The DFA of letter dated 19-05-2008 (Page 74 of Exhibit NAB-17) was never put up to me for approval. It appears on record that it was issued with the approval of the then Director (Finance) (Page 34 of Exhibit NAB-17).

ROAC



(Muhammad
Arif Arora)

March 03, 2021.

Name

Mr. M. Umer Daraz Randhawa, Additional Director (Operations), Room 234,
National Accountability Bureau, G-5/2, Islamabad ("AW-2")

On S.A

I am custodian of the record and have brought the following additional record pertaining to the Broadsheet Arbitration Case:-

S.No.	File No.	Page From	Page To
1	23/1/08-(ICW) (138-B)	1	34
	23/1/08-(ICW) (139-C)	35	47
	23/1/08-(ICW) (143-C)	48	182
	23/1/08-OW(ICW) (185)	183	378
2	23/1/08-OW(ICW) (180)	1	153
	23/1/08-OW(ICW) (181)	154	240
	23/1/08-OW(ICW) (184)	241	389
3	23/1/08-(ICW) (201)	1	85
	23/1/08-(ICW) (202)	86	159
	23/1/08-(ICW) (203)	160	226
	23/1/08-(ICW) (205)	227	298
	23/1/08-(ICW) (212)	299	464
4	23/1/08-OW(ICW) Vol-XVI	1	385
5	23/1/08-OW(ICW) Vol-XVII	1	329
6	23/1/08-OW(ICW) Vol-XIX	1	402
7	23/1/08-ICW / (XX) Vol-I	1	354
8	23/1/08-ICW / (XX) Vol-II	355	637
9	23/1/08-OW(ICW) Vol-XXI	1	542

10	23/1/08-OW(ICW) Vol-XXII-1	1	507
11	23/1/08-OW(ICW) Vol-XXIII	1	202
12	23/1/08-OW(ICW) Vol-XXIV	1	431
13	23/1/08-OW(ICW) 2019 Vol-XXV	1	287
14	23/1/08-OW(ICW) Vol -XXV	1	272
15	23/1/08-OW (ICW)/2019 (Vol-XXVI)	1	226
16	23/1/08-OW(ICW) Vol -XXVI-B	1	328
17	First Witness Statement of Mr. Talat Ghumman along with enclosure	1	275
18	Second Witness Statement of Mr. Talat Ghumman along with enclosure	276	1109
19	Broadsheet Case Documents (Folder-I)	1	485
20	Broadsheet Case Documents (Folder-II)	486	977
21	Broadsheet Case Documents (Folder-III)	978	1326
22	Broadsheet Case Documents (Folder-IV)	1327	1929
23	Broadsheet Case Documents (Folder-V)	1930	2353
24	Broadsheet Case Documents (Folder-VI)	2354	2799
25	Broadsheet Case Documents (Folder-VII)	2800	3137
26.	NAB/PHC London Account Statements	1	130
27.	Broadsheet Case Documents	1	241

28.	File no. 23/1/08-ICW(196)	1	163
	File no. 23/1/08-ICW(197)	164	203
	File no. 23/1/08-ICW(198)	204	232
	File no. 23/1/08-ICW(199)	233	249

I am the custodian of the aforesaid record and have also brought the certified copies of the said record (certified copies have been compared with the record and the record has been returned). The certified copies are taken on record as:

- Exhibit NAB-76** 23/1/08-(ICW) (138-B), comprising of page 1 to 34 & 23/1/08-(ICW) (139-C), comprising of page 35 to 47 & 23/1/08-(ICW) (143-C), comprising of page 48 to 182 & 23/1/08-OW(ICW)(185), comprising of page 183 to 378.
- Exhibit NAB-76-A** 23/1/08-(ICW) (180), comprising of page 1 to 153 & 23/1/08-(ICW) (181), comprising of page 154 to 240 & 23/1/08-(ICW) (184), comprising of page 241 to 389.
- Exhibit NAB-76-B** 23/1/08-(ICW) (201), comprising of page 1 to 85 & 23/1/08-(ICW) (202), comprising of page 86 to 159 & 23/1/08-(ICW) (203), comprising of page 160 to 226 & 23/1/08-(ICW) (205), comprising of page 227 to 298 & 23/1/08-(ICW) (212), comprising of page 299 to 464
- Exhibit NAB-77** 23/1/08-OW(ICW) Vol-(XVI), comprising of page 1 to 385.
- Exhibit NAB-78** 23/1/08-OW(ICW) Vol-(XVIII), comprising of page 1 to 329.
- Exhibit NAB-79** 23/1/08-OW(ICW) Vol-(XIX), comprising of page 1 to 402.

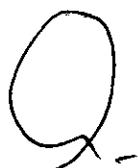


Exhibit NAB-80	23/1/08-OW(ICW) (XX Vol -I), comprising of page 1 to 354.
Exhibit NAB-81	23/1/08-OW(ICW) (XX Vol-II), comprising of page 355 to 637.
Exhibit NAB-82	23/1/08-OW(ICW) Vol-(XXI), comprising of page 1 to 542.
Exhibit NAB-83	23/1/08-OW(ICW)Vol-(XXII-1), comprising of page 1 to 507.
Exhibit NAB-84	23/1/08-OW(ICW) Vol-(XXIII), comprising of page 1 to 202.
Exhibit NAB-85	23/1/08-OW(ICW) Vol-(XXIV), comprising of page 1 to 431.
Exhibit NAB-86	File No. 23/1/08-OW(ICW) 2019 Vol-(XXV), comprising of page 1 to 287.
Exhibit NAB-87	23/1/08-OW(ICW) Vol-(XXV), comprising of page 1 to 272.
Exhibit NAB-88	23/1/08-OW (ICW)/2019 Vol-(XXVI), comprising of page 1 to 226.
Exhibit NAB-89	23/1/08-OW(ICW) Vol-(XXVI-B), comprising of page 1 to 328.
Exhibit NAB-90	Witness Statement of Mr. Talat Ghuman, comprising of page 1 to 275.
Exhibit NAB-91	Second Witness Statement of Mr. Talat Ghuman, comprising of page 276 to 1109.
Exhibit NAB-92	Broadsheet Case Documents (Folder-I), comprising of page 1 to 485.
Exhibit NAB-93	Broadsheet Case Documents (Folder-II), comprising of page 486 to 977.
Exhibit NAB-94	Broadsheet Case Documents (Folder-III), comprising of page 978 to 1326.

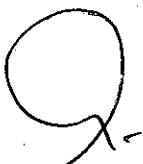
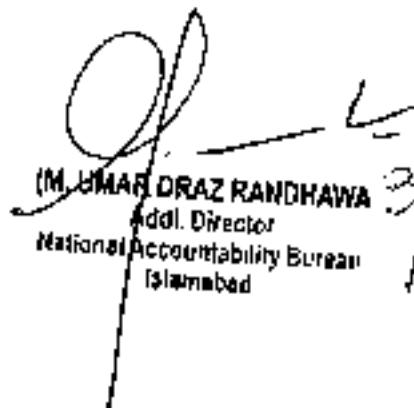


Exhibit NAB-95	Broadsheet Case Documents (Folder-IV), comprising of page 1327 to 1929.
Exhibit NAB-96	Broadsheet Case Documents (Folder-V), comprising of page 1930 to 2353.
Exhibit NAB-97	Broadsheet Case Documents (Folder-VI), comprising of page 2354 to 2799.
Exhibit NAB-98	Broadsheet Case Documents (Folder-VII), comprising of page 2800 to 3137.
Exhibit NAB-99	NAB/PHC London Account Statements, comprising of page 1 to 130.
Exhibit NAB-100	Broadsheet Case Documents, comprising of page 1 to 241.
Exhibit NAB-101	File no. 23/1/08-ICW(196), comprising of page 1 to 163, file no. 23/1/08-ICW(197), comprising of page 164 to 203, file no. 23/1/08-ICW(198), comprising of page 204 to 232 and file no. 23/1/08-ICW(199) comprising of page 233 to 249.

It is submitted that any further record will be provided as and when directed by the Hon'ble Commission.

R O A C



(M. UMAR DRAZ RANDHAWA
Addl. Director
National Accountability Bureau
Islamabad)

3/3/21

Name

Mr. Shahid Ali Baig ("AW-21"), former Director (Audit & Accounts), Pakistan High Commission, London, Flat 18, Steinem Court 5 Draymans Way, Isleworth TW7 6SZ. (The statement was recorded via a Video-conference arranged by NTC, at Islamabad on 4th March 2021 at 3 p.m PST. For purposes of recording his statement, the witness was directed to be present at Pakistan's High Commission in London).

On S.A

I joined Pakistan's High Commission in London on 31st of March 2008, as Director (Audit and Accounts). Before joining the High Commission, I was posted in AGPR, Islamabad as Assistant Accountant General. I left the High Commission on 4th October, 2016. The extraordinary length of my service in the High Commission in London was perhaps on account of disagreement between the Auditor General of Pakistan and the M/o Foreign Affairs regarding posting of a new officer. On 4th October, 2016, a new officer was posted in my place. Since, my children were studying in UK at that time, therefore I took Extra Ordinary Leave (EOL) for two years. Thereafter, I returned to Pakistan and was posted as Director (Federal Audit). After three months, I took premature retirement in December 2019 and came back to England. Since my return to England, I have been living with my children and work as a freelance interpreter for two languages i.e. Urdu and Punjabi in English. I don't own the property, where I live. I live in a rented building and my son pays the rent. My son is a lawyer and works for Societe Generale.

I was the Director (Audit & Accounts) when payments were made to M/s Broadsheet. The payment were made in two

tranches. The second tranche was through a wire transfer to M/s Broadsheet LLC's Account No 2508796881 at Compass Bank, Colorado, ABA. The Routing Number was 107005319. I state that the payment was made to the account of M/s Broadsheet LLC. on the instructions of NAB. Such instructions were given to me by Mr. Shahzad Anwar Bhatti the then Director (Finance), NAB Headquarters, Islamabad. The instructions were issued through a letter to the then High Commissioner, Mr. Wajid Shamsul Hassan on 29th September, 2008. There was no clear direction that the payment should be made to M/s Broadsheet LLC. Colorado in the letter. There is no Routing Number or bank mentioned in the letter. The details about the Routing Number and the bank were given by Broadsheet in an attached letter dated 29-09-2008 (The witness is referring to letter dated 29-9-2008, which is on page 94 of Exhibit NAB-99). Witness referred to another attachment dated 29-9-2008 which is on record (page 95 of Exhibit NAB-99). The attention of the witness has been drawn on the letter at Page 92 of Exhibit NAB-99.

Q: Is it correct that on the left upper corner M/s Broadsheet has been typed?

A: Yes.

Q: Is it correct thereunder it is scribed by hand "LLC. Gibraltar"?

A: Yes, but this has been written by the Assistant Accounts officer.

Q: Did you read the document?

A: Yes, I read this document before signing it.

Q: Where and from what source LLC. Gibraltar figured into the letter?

A: I am not sure how the word "LLC. Gibraltar" came to be written on the letter

Q: Did anyone give you instructions to write the word Gibraltar?

A: No one gave me any instructions to write the word "Gibraltar"

Q: Did you give the instruction to your junior to write "Gibraltar"?

A: No, Sir.

Q: During the entire process of payment of two tranches, did you give instructions to make payments to Broadsheet LLC. Gibraltar?

A: No, Sir.

Q: When was the first payment made?

A: The first payment was made by cheque dated 20-5-2008 amounting to Pound Sterling 320,622.55/- drawn on United National Bank. (The witness is referring to copy of cheque, which is on page 202 of Exhibit NAB- 23)

Q: Who is the payee in the cheque?

A: M/s Broadsheet LLC. Gibraltar.

Q: Who has signed this cheque in favour of M/s Broadsheet LLC. Gibraltar?

A: The cheque is signed by two officers including myself and the second officer is my assistant accounts officer.

Q: Why did you make this payment to M/s Broadsheet LLC. Gibraltar. When you told earlier that nobody gave you instructions?

A: Broadsheet gave us information that the cheque should be made in the name of Broadsheet LLC Gibraltar.

Q: How was the information given to you, either in writing through letter, email or telephone?

A: I cannot find any such communication containing information for payment to Broadsheet LLC. Gibraltar and I do not recall how this information was passed on to me.

Q: The attention of the witness was drawn to another document i.e. Bill 53 on page 130 Exhibit NAB- 99, in the said document the payee is also identified as Broadsheet LLC. Gibraltar, is it correct?

A: This document is in hand of my assistant but I saw and signed it. I saw the payment was to be made to Broadsheet LLC. Gibraltar. The witness referred to a letter issued by NAB dated 19-05-2008 (page 128 of Exhibit NAB-99). The witness states that the said letter was issued by Mr. Shahzad Anwar Bhatti, Director (Finance), NAB, which has been copied to M/s Broadsheet LLC. Gibraltar.

Q: In the body of the NAB's letter dated 19-05-2008 is there any instruction to pay to Broadsheet LLC. Gibraltar?

A: No sir, to the best of my recollection there was only one company at that point of time called BS which was BS LLC. Gibraltar

Q: Were you a witness to the Settlement Agreement under which the payments were made?

A: Yes, Sir.

Q: Is the agreement before you?

A: Yes, Sir.

Q: Who were the parties to the agreement?

A: NAB/GOP and Broadsheet LLC.

Q: The Agreement does not say Gibraltar and it has been signed with blanks. Is it correct that you signed an agreement which had financial implications for GOP/NAB but had blanks in it?

A: It is correct that I signed the agreement, which had financial implications for GOP/NAB, in blanks

Q: Did you read the Agreement before signing it?

A: I read the Settlement Agreement before signing it.

Q: The attention of the witness has been drawn to recital of the settlement agreement. Is it correct that the Broadsheet LLC. of unknown/blank origin was to be referred as to BS in the agreement?

A: It is correct that the Broadsheet LLC. of blank origin was to be referred as to BS in the agreement.

Q: The attention of the witness has been drawn to para 8 of the settlement agreement regarding Payment Schedule. Is it correct that the payments were to be made to Broadsheet LLC. of blank origin?

A: It is correct that payments are to be made to Broadsheet LLC. of blank origin. It is correct that the settlement agreement does not specify or mandate that the payments were to be made to Broadsheet LLC. Gibraltar.

Q: The attention of the witness is drawn to another letter dated 29-09-2008, which pertains to payment of second tranche. The letter is written by Shahzad Anwar Bhatti, Director (Finance), NAB and is also copied to M/s Broadsheet LLC. Gibraltar.

A: It is correct that the second tranche payment was not made to M/s Broadsheet LLC. Gibraltar.

Q: Do you know that BS LLC. Gibraltar does not exist?

A: I did not know that Broadsheet LLC. Gibraltar does not exist and have come to know of it today.

Q: Was the cheque in favour of M/s Broadsheet LLC. encashed and never returned?

A: I have no idea who encashed the cheque in the name of M/s Broadsheet LLC.

Name

Kamran Ali Afzal, ("AW 6"), Finance Secretary, Room 201, Q Block,
Pakistan Secretariat, Islamabad.

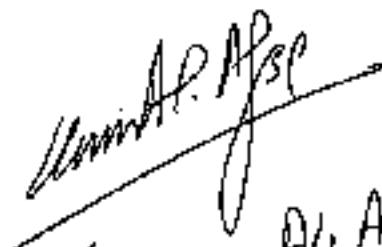
On S.A

Besides the Exhibits FD 1 to FD 4, we have searched the record in the light of my earlier statement dated 18th February 2021, but no further record could be traced.

As a standard procedure funds including Foreign Exchange may be released by the Ministry of Finance. Such release is to be made to the concerned recipient department or institution. It is the responsibility of such recipient department or institution to transmit the funds. The record reveals that such procedure was followed for the payment for the satisfaction of the Award in the Broad Sheet case.

If any further documents are found, I shall present before the Commission.

R O A C


(KAMRAN ALI AFZAL)
6th March 2021

Name

Mr. Hasan Saqib ("AW 7"), Chief (Human Resource Management), Federal Board of Revenue, Room No. 474, Federal Board of Revenue Building, Constitutional Avenue, Islamabad

On S.A

It is correct that the basis of my note proceedings thereupon, drafting and final execution of the Settlement Agreement as well as the final payment of USD 1.5 million is based upon the approval of the Prime Minister of Pakistan. Such approval was granted on the basis of summaries put before him.

Q. Is it correct that the approval of the Prime Minister for the payment of USD 1.5 million for settlement was to M/s Broadsheet LLC. with whom GOP/NAB entered into an Asset Recovery Agreement (ARA) and that BS with which Settlement agreement was interpreted as incorporated in Isle of Man?

A. It is correct that the M/s Broadsheet LLC. with whom ARA was executed and to which the settlement money was paid was interpreted as incorporated in Isle of Man.

Q. PUC 1 (page 315 of Exhibit NAB-23) is an email of Mr. Ahmer Bilal Soofi informing that BS LLC. is going into winding up. What is your understanding as to what BS was referred to?

A. My understanding is that the M/s Broadsheet was "M/s Broadsheet incorporated in Isle of Man". It is correct and I have already stated that settlement agreement dated 20-5-2008 was drafted by Mr. Ahmer Bilal Soofi who had been retained for such purpose before I took over office as desk officer in NAB.

Q. Did you send the settlement agreement to the High Commission?

A. Yes, it is correct and as I have already stated that settlement agreement was sent to Deputy High Commission in Pakistan, UK along with other documents, under my signatures.

Q. Where does it state in the draft settlement agreement dated 20-05-2008 (eventually executed) that the payment is to be made to the M/s Broadsheet Isle of Man?

A. It is correct that it is not directly and clearly mentioned in the settlement agreement that any payment is to be made to M/s Broadsheet incorporated in Isle of Man. However, at that point of time for me and for other officers in NAB, M/s Broadsheet LLC., the only company. And as per advice of Mr. Ahmer Bilal Soofi as evident from his email that winding up of companies happens all the time.

Volunteers that in the liability award there is mention of an email sent by Mr. Ahmer Bilal Soofi to late Mr. E. Jerry James asking a host of questions regarding winding up of M/s Broadsheet LLC. Isle of Man. However, that email is never discussed or copied to NAB.

Q. If the payment under the settlement agreement was eventually made to the company/entity other than M/s Broadsheet LLC. Isle of Man, then such payment would be deemed to be made without the sanction of Prime Minister?

A. Yes, it is correct.

Q. If the payment has been made and to M/s Broadsheet LLC. Colorado apparently such payment has been made without the approval of the Prime Minister. Similarly, if any payment has been made to Broadsheet LLC. Gibraltar apparently such payment would also be without sanction of the Prime Minister.

A. Yes, it is correct.

I am aware that there were arbitration proceedings in London wherein I appeared as witness and my witness statement is at page 1 of Exhibit NAB-41 and my cross examination is at page 539 of Exhibit NAB-44.

ROAC

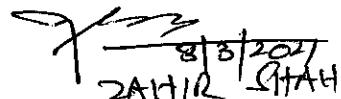
Frank Haasen 6991
8-3-2021

Name

Mr. Zahir Shah ("AW 3"), Director General (Operations), National Accountability Bureau, Islamabad

On S.A

In March 2010, I was employed with NAB as Additional Director. I was instructed by the Acting Chairman NAB to proceed to London along-with the then Chief of Staff NAB, on the instructions of the Supreme Court of Pakistan, to collect documents pertaining to the cases of Mr. Asif Ali Zardari in Switzerland which apparently have been retrieved from the then lawyer of Government of Pakistan, Mr. Jacques PYTHON. The documents consisted of 12 sealed boxes which had been moved from Geneva to London and stored at the Pakistan's High Commission London, UK. As per certificate issued, the said boxes had been collected by Mr. Yvan Jeanneret and handed over to the then Prosecutor General Accountability (PGA) NAB, Dr. Danishwar Malik and Mr. Wajid Shamsul Hasan, Pakistan's High Commissioner in UK, who had apparently prepared the certificates and signatures of the three gentlemen are made thereupon. We collected the 12 boxes which were sealed in canvas bags and reportedly contained 87 Folders, which were therein transported to Pakistan through diplomatic bags and placed in the record room of NAB in sealed condition. The inventory in French is Exhibited as "AW 3-2" and its English translation is Exhibited "AW 3-2 A". The handing over and taking over of aforementioned record by NAB from Pakistan High Commission in UK is attached as Exhibited "AW 3-2 B".

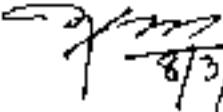
R O A C


ZAHIR SHAH
8/3/2021

Note

The Commission along-with Mr. Zahir Shah DG (Operations) NAB, visited the record room of NAB at NAB Headquarters on 8th March, 2021 and inspected the 12 boxes which were sealed in canvas diplomatic bags and took photographs which are appended herewith as Appendix 1&2 respectively.




8/3/2021
ZAHIR SHAH



ZMMS
8/8/2021
ZAHIR SHAH

Name

Mr. Muhammad Jamil ("AW 22"), Assistant Director (Audit), National Accountability Bureau, Islamabad

On S.A.

I am the custodian of the record. I produce certified copies of record as follows, pertaining to the transmission of USD 27.227 million by NAB through proper channels to the designated account of NAB operated by the Pakistan's High Commission in UK, such funds were towards the satisfaction of the award in favour of M/s Broadsheet and against NAB/GOP.

Sr. No.	Subject	Pages
1.	Finance Division U.O No. 4(4)/2019-DS(Exp-NAB)-232 dated 15-05-2020	1-2
2.	Economic Coordination Committee's (ECC) decision as conveyed by Cabinet Division vide OM No. F. 1/26/2020-Com dated 05-06-2020	3-6
3.	Ratification of the decision of the ECC by the Federal Cabinet as conveyed by Cabinet Division vide No. 5/1/2018-P-II dated 15-06-2020	7-10
4.	Sanction letter No. F. 1(104)F & A/2019-NAB(HQ) dated 17-06-2020	11-12
5.	Details of accounts	13

The certified copies are placed on record as Exhibit "AW 22-1" and compared with the original. The original record was returned.

R O A C


Muhammad Jamil
02-3-2021

Name

Mr. Khadim Hussain ("AW 23"), Deputy Director (Finance & Coordination), National Accountability Bureau, Islamabad.

On S.A

I am the Deputy Director (Finance) at NAB, Headquarters. Umar Zafar Sheikh is the Director (Finance), who is currently unwell and is suffering from Covid-19.

There are two accounts in United National Bank London, UK which are operated on behalf of NAB by Pakistan's High Commission in London. One is USD account, while the other one is GB Pound Sterling account. The respective account numbers are 0001-021441-002 (USD account) and 0001-021441-001 (GB Pound Sterling account).

As a normal course, the funds to be utilized for the satisfaction of the award handed down against us and in favor of M/s Broadsheet LLC. (Isle of Man), were released in the USD Account: 0001-021441-002.

Before funds were released, the amount was allocated with the decision of Economic Coordination Committee (ECC) duly ratified by the Federal Cabinet. Before submission of the Summary to the ECC, Finance Division's concurrence to release funds was also received. Finance Division also authorized foreign exchange before the release of amount through the State Bank of Pakistan.

There was no option available with NAB to officially send money to UK except either of the two accounts mentioned above.

R.O.A.C



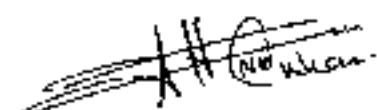
Khadim Hussain
D.Y. Director (FSC)
Date 09.03.2021

Name

Muhammad Nadeem Khan ("AW-24"), Deputy Director (Coord), International Cooperation (IC) Wing, NAB Headquarters, Islamabad.

On S.A

I am the custodian of the Diary Register of IC Wing (formerly Overseas Wing), NAB, Headquarters. I produce certified copies of the Diary Register for two separate months i.e. September 2008 and May 2008 comprising of pages from 1 to 24. The certified copies have been compared with the original record which has been returned. The certified copies have been taken on record as Exhibit ("AW 24-1").

R O A C

Muhammad Nadeem Khan

09-03-2021

Name

Lt. Col. (Retd.) Shahzad Anwar Bhatti, ("AW 19"), House No. 22, Street No. 36, Sector-C (Orchard Area), DHA-I, Islamabad/Rawalpindi.

On S.A

The attention of the witness was drawn to the letter dated 25th November 2009, (Page 114 of Exhibit NAB-23) addressed by him as DG (Operations) NAB to Pakistan's Deputy High Commissioner in London, UK. In the said letter, it is apparently written that the payment to M/s Broadsheet LLC Gibraltar was authorized by the Government of Pakistan.

Q. The witness is asked to offer any clarification regarding the above referred letter?

A. I have no further clarification or explanation to offer except what I have already stated in my previous statement.

R O A C

Lt Col Shahzad Anwar Bhatti (e)
9 May 2021

Name

Mr. Ahmed Irfan Aslam ("AW 25"), Head, International Dispute Unit, Office of the Attorney General of Pakistan, Supreme Court Building, Constitution Avenue, Islamabad.

On S.A

I have been holding my current position since the 1st February 2018, prior thereto I was working in the office of the Secretary General, United Nations, New York. I also worked as an Arbitration lawyer in the law firm M/s Herbert Smith in London for five years. Prior to that, I was the dispute resolution lawyer at the World Trade Organization, Geneva, Switzerland. I joined the said law firm immediately after completing my education including in Law from Cambridge and Oxford universities.

I got associated with the Broadsheet Arbitration at the stage of the Quantum hearing as prior thereto I was not occupying my present position. I am aware that the original venue and seat of arbitration as per the arbitration clause in the main agreement was Dublin, Ireland. I am also aware that the venue and seat of the arbitration, with the consent of NAB/GOP, was changed to London, UK. This happened prior to my association with the arbitration. I have not come across any decision in our record regarding the change of venue and seat of arbitration. Had the venue for arbitration been Dublin, Ireland, the challenge to the award would have been in the Irish Courts. It is difficult to predict the outcome, but there is a general perception that Irish Courts are little more liberal while dealing with challenges to arbitration than the English Courts. Thus, perhaps there was a possibility that GOP/NAB may have found some relief in the Irish Courts. However, I can say that the decision for change of venue of arbitration from Dublin to London may not have been properly thought through.

After the liability award, the possibility of challenging the same in the same court was considered. However, we were advised by our lawyers

AIA

M/s Allen & Overy not to do so as it may be counter-productive and affect the Quantum award to our disadvantage. Such advice was given in writing, which I believe is with NAB.

It is correct that on receipt of notices of arbitration, GOP/NAB did not respond with promptitude and in-fact Sir Anthony Evans was appointed as arbitrator in default. A more pro-active approach to the selection of the arbitrator could have been helpful.

The arbitration on our behalf was initially conducted by very seasoned lawyer Ms. Judith Gill of Allen & Overy. Unfortunately, she left the said law firm and another lawyer of Allen & Overy inherited the brief, who was perhaps not fully acquainted with the case and my impression was that he lacked due preparation. This did not help the matters.

It is correct that the primary basis of the Quantum award is "Loss of Chance" as is evident from the award itself. It is correct that bulk of the properties as mentioned in the award were in Saudi Arabia and UAE. We (GOP/NAB) produced a legal expert on UAE and Saudi law, while the other side did not produce any such expert. Thus, we were a little disappointed with the Quantum award and challenged the same but in view of the rigors of the English law, the opportunity for such challenge was very limited and hence success eluded us.

We (GOP/NAB) did specifically take up the ground before the arbitrator with regard to the enforceability under the English law of the judgment of the Accountability Court and of the JIT report. However, this was side stepped by the arbitrator. Such ground was not taken before the court as our lawyer M/s Allen & Overy did not consider it appropriate to do so.

Q. While you were away on official business, the Commission tried to contact your office to discover that there was no person there: How much staff do you have?

AMK

A. I only have four consultants working for me, two of them were unwell due to Covid, at that time.

Q. What is the sanctioned strength of your office?

A. The sanctioned strength of my office is ten consultants.

Q. Why have you not recruited them?

A. We have made several attempts in this behalf, which have not proved successful because of the "procedural delays" by the concerned Ministries/Divisions.

Q. Is it correct that a large number of International arbitrations are pending or in the pipeline against GOP involving huge sums of money?

A. Yes, it is correct.

Arif Awan

R.O.A.C

ARIF A. AWAN.

10 March 2021.

Name

Mr. Shakeel Anjum Nagra ("AW 26"), Additional Director (Coord/Ops) NAB Headquarters, Islamabad.

On S.A

I am custodian of the record and have been appointed as such by the Operations Division, NAB Headquarters, Islamabad vide Office Order No. 25/1/2021/NABHQ/ICW/BS-180 dated 10th March 2021, which I tender in evidence ("AW 26-1").

I have brought the following available record comprising of 14 cases which are as under:

<u>Sr. No.</u>	<u>Case Title</u>	<u>Details</u>	<u>Pages No.</u>
1.	Ref No. 14/2001 The State Vs Asif Ali Zardari & Others (Assets Case)	Exhibit - A	1 - 124
2.	Ref No. 35/2001 The State Vs Asif Ali Zardari & Others (Coteena Case)	Exhibit - B	1 - 70
3.	Ref No. 41/2001 The State Vs Asif Ali Zardari & Others (SGS Case)	Exhibit - C	1 - 78
4.	Oil for Food Case (Spanish Case)	Exhibit - D	1 - 10
5.	Mt. Fawzi Ali Kazmi	Exhibit - E	1 - 7
6.	Ref No. 23/2000 The State Vs Aslam Hayat Qureshi & others (ARY Gold case)	Exhibit - F	1 - 66
7.	Ref No. 13/2001 The State Vs Benazir Bhutto & Others (URUS Tractor case)	Exhibit - G	1 - 82
8.	Reference No. 43/2001 State Vs Admiral (Retd) Mansoor-Ul-Haq Ex-CNS/Chief of Naval Staff and Amir Lodhi	Exhibit - H	1 - 31
9.	File No. 8-2(4)/L/ICW/NAB HQ/ 2018 Investigation against Ch. Shujaat Hussain, Ex-Federal Minister/MNA and Ch. Pervaiz Elahi, Ex- Deputy Speaker/MPA Punjab Assembly & Others.	Exhibit - I	1 - 44
10.	File No. 8-2(1)/L/ICW/NAB HQ/ 2018 Inquiry against Mr. Moonis Elahi Ex- MPA Punjab Assembly.	Exhibit - J	1 - 98

	Reference No. 18/2017 The State Vs Mian Muhammad Nawaz Sharif & Others (Flagship Case)	Exhibit - K	1 - 95
12.	Reference No. 19/2017 The State Vs Mian Muhammad Nawaz Sharif & Others (AI Azizia & Hill Metal Case)	Exhibit - L	1 - 217
13.	Reference No. 20/2017 The State Vs Mian Muhammad Nawaz Sharif & Others (Avenfield Properties Case)	Exhibit - M	1 - 263
14	Reference No. 26/2000 The State Vs Ms. Benazir Bhutto (Asset Case)	Exhibit - N	1 - 15

I am the custodian of the aforesaid record and have also brought the certified copies of the said record (certified copies have been compared with the record and the record has been returned). The certified copies are taken on record as:

- Exhibit 26-2-A** Ref No. 14/2001: The State Vs Asif Ali Zardari & Others (Assets Case), comprising of pages 1-124.
- Exhibit 26-2-B** Ref No. 35/2001: The State Vs Asif Ali Zardari & Others (Cotecna Case), comprising of pages 1-70.
- Exhibit 26-2-C** Ref No. 41/2001: The State Vs Asif Ali Zardari & Others (SGS Case), comprising of pages 1-78.
- Exhibit 26-2-D** Oil for Food Case (Spanish Case), comprising of pages 1-10.
- Exhibit 26-2-E** Mr. Fawzi Ali Kazmi, comprising of pages 1-7.
- Exhibit 26-2-F** Ref No. 23/2000: The State Vs Aslam Hayat Qureshi & others (ARY Gold case), comprising of pages 1-66.
- Exhibit 26-2-G** Ref No. 13/2001: The State Vs Benazir Bhutto & Others (URUS Tractor case), comprising of pages 1-82.
- Exhibit 26-2-H** Reference No. 43/2001: State Vs Admiral (Retd) Mansoor-Ul-Haq Ex-CNS/Chief of Naval Staff and Amir Lodhi, comprising of pages 1-31.

- **Exhibit 26-2-I** File No. 8-2(4)/L/ICW/NAB HQ/ 2018: Investigation against Ch. Shujaat Hussain, Ex-Federal Minister/MNA and Ch. Pervaiz Elahi, Ex- Deputy Speaker/MPA Punjab Assembly & Others, comprising of pages 1-44.
- **Exhibit 26-2-J** File No. 8-2(1)/L/ICW/NAB HQ/ 2018: Inquiry against Mr. Moonis Elahi Ex- MPA Punjab Assembly, comprising of pages 1-98.
- Exhibit 26-2-K** Reference No. 18/2017: The State Vs Mian Muhammad Nawaz Sharif & Others (Flagship Case), comprising of pages 1-95.
- Exhibit 26-2-L** Reference No. 19/2017: The State Vs Mian Muhammad Nawaz Sharif & Others (Al Azizia & Hill Metal Case), comprising of pages 1-217.
- Exhibit 26-2-M** Reference No. 20/2017: The State Vs Mian Muhammad Nawaz Sharif & Others (Avonfield Properties Case), comprising of pages 1-263.
- Exhibit 26-2-N** Reference No. 26/2000: The State Vs Ms. Benazir Bhutto (Asset Case), comprising of pages 1-15.

B.O.A.C

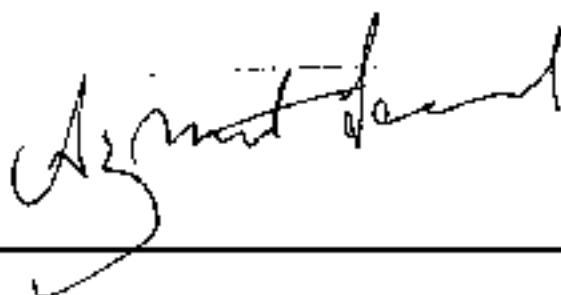
[Handwritten signature]
SHAKEEL - 10/3/2024

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COMMISSION RELATING TO
BROADSHEET LLC. (ISLE OF MAN) AND OTHER
MATTERS REFERRED TO IN THE NOTIFICATION

**PROCEEDINGS OF THE
COMMISSION**

Appendix II

A handwritten signature in black ink, appearing to read "A. Smith".

OPPER

Confidential/Secret
By Special Messenger

**GOVERNMENT OF PAKISTAN
COMMISSION OF INQUIRY ON BROADSHEET AND OTHER
INTERNATIONAL CASES
ISLAMABAD**

Islamabad, 9 February 2021

THE COMMISSION'S PROCEEDINGS ON 9 FEBRUARY 2021

In pursuance of the Notification dated 29 January 2021 issued by the Cabinet Division, Cabinet Secretariat, the required administrative and logistical support has been made available today; resultantly the Commission commenced its proceedings.

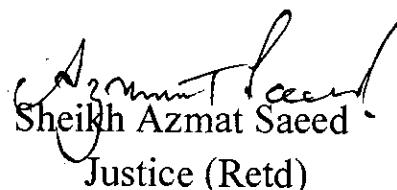
2. At the very outset, the Commission took cognizance of the matters referred in the Terms of Reference as incorporated in the Cabinet Division's aforementioned Notification. In this regard, the Commission ordered for immediate summoning of **certified copies** (certified by the custodian of the record) of the below described relevant records/files (including noting and correspondence portions, intergovernmental correspondences) with an inventory of the same from the National Accountability Bureau, the Ministry of Law and Justice, the Ministry of Finance, and the Office of the Attorney General for Pakistan:

(a) The record pertaining to the process of selection and appointment of Trouvons LLC, Broadsheet LLC, and International Asset Recovery Limited ("IAR"), and execution of agreements in the year 2000 along with copies of the executed agreements.

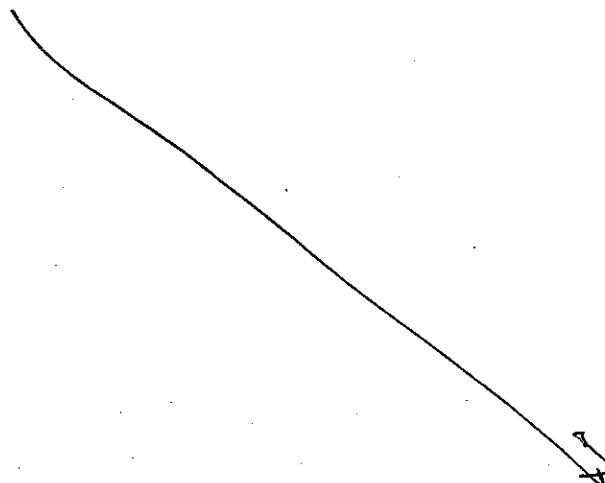
(b) The record relating to the decisions for cancellation of agreements with Broadsheet LLC and IAR in 2003 along with copies of notice of such cancellations/terminations.

✓

- (c) The record relating to the decisions for settlement and payment on behalf of GoP to Broadsheet in 2008, and consequent payment of USD1.5million along with copies of the settlement agreements.
- (d) The record relating to the arbitration proceedings including evidence recorded before the Chartered Institute of Arbitrators and subsequent appeal before the High Court of Justice in London regarding Broadsheet LLC along with copies of the Awards/Judgments.
- (e) The record relating to recovery efforts and legal proceedings pursued by the GoP since the year 1990 in foreign jurisdictions for recovery of unlawfully removed money or illegally acquired assets but were closed, abandoned or withdrawn.
- (f) Any other related or ancillary record related to the above.
3. Accordingly, the Registrar of the Commission shall hereby issue appropriate notices in relation to the summoning of the above said records.



Sheikh Azmat Saeed
Justice (Retd)

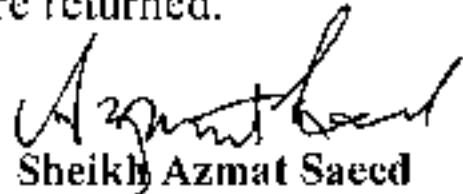


Proceedings of the Commission

Date

Proceedings

12.02.2021
at 1530 hours Syed Shahid Raza Zaidi, Deputy Secretary (External Finance), Finance Division, "AW 1" produced record containing 4 office files related to foreign exchange releases to NAB during FY 2015-16 to FY 2019-2020 by Finance Division. The certified copies (noting and correspondence portions) have been compared with the original record. Certified copies were taken on record as Exhibits FD-1 to 4 and original files were returned.



Sheikh Azmat Saeed
Justice (Retd.)

Date**Proceedings**

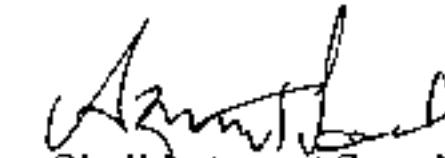
15.02.2021 Mr. Umer Draz Randhawa, Additional Director (Operations), National Accountability Bureau (NAB) HQs, "AW 2" appeared before the Commission and produced 25 folders containing 165 files (correspondence and note portions) of NAB pertaining to the years 1999 to 2008. Certified copies have been compared with the original record. Certified copies were taken on record as Exhibits NAB-1 to 25 and original files were returned.



Sheikh Azmat Saeed
Justice (Retd.)

Date**Proceedings**

16.02.2021 Mr. Zahir Shah, Director General (Operations) NAB, "AW 3" recorded his statement before the Commission. Certified copies of 22 e-mails pertaining to the period from 1st April 2007 till 28th February, 2008 (comprising of pages 1 to 85) forwarded to him by Mr. Tariq Fawad Malik and others were compared with the emails record brought by the witness. Certified copies of emails were taken on record as Exhibit "AW 3-1" and record brought by the witness was returned.



Sheikh Azmat Saeed
Justice (Retd.)

Date 17.02.2021 **Proceedings**

- 17.02.2021 at 1100 hours Mr. Khalid Khan Niazi, Secretary to the Attorney General for Pakistan "AW 4" appeared before the Commission and recorded his statement.
- 17.02.2021 at 1200 hours Mr. Umer Draz Randhawa, Additional Director (Operations), NAB HQs, "AW 2" appeared before the Commission and produced miscellaneous record pertaining to the Broadsheet LLC's Particulars of Claims, Defence, claimants and respondents statements. Certified copies have been compared with the original record. Certified copies were taken on record as Exhibits NAB-26 to 48 and original files were returned.
- 17.02.2021 at 1500 hours Raja Naeem Akbar, Secretary, Ministry of Law & Justice "AW-5" appeared before the Commission and recorded his statement.
- 17.02.2021 at 1700 hours Mr. Umer Draz Randhawa, Additional Director (Operations), NAB HQs, "AW 2" once again appeared before the Commission and produced miscellaneous record pertaining to the Broadsheet Arbitration. Certified copies have been compared with the original record. Certified copies were taken on record as

Exhibits NAB-49 to 75 and original record
was returned.



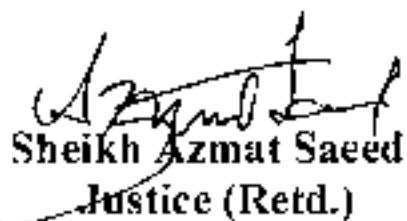
Sheikh Azmat Saeed
Justice (Retd.)

Date

18.02.2021
at 1100 hours

Proceedings

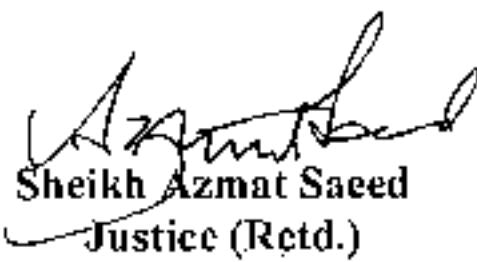
- Mr. Kamran Ali Afzal, Finance Secretary,
"AW 6" appeared before the Commission and
recorded his statement.
- 18.02.2021 Mr. Hassan Saqib, Chief (HRM Customs)
at 1500 hours FBR, former Deputy Director (Overseas
Wing) NAB HQs, "AW-7" appeared before
the Commission and recorded his statement.



Sheikh Azmat Saeed
Justice (Retd.)

Date**Proceedings**

19.02.2021 Mr. Ahmer Bilal Soofi, Advocate Supreme Court, former Legal Consultant NAB "AW-8" appeared before the Commission and recorded his statement.

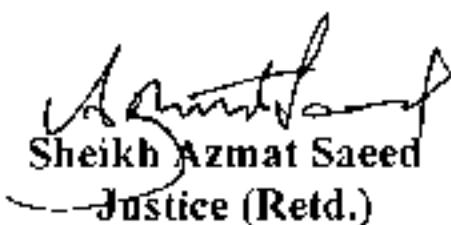


Sheikh Azmat Saeed
Justice (Retd.)

Date

Proceedings

- 20.02.2021 Mr. Muhammad Kaleem Khan, Judge Special
at 1130 hours Anti-Terrorism Court, Sahiwal Division
“AW-9” appeared before the Commission and
recorded his statement.
- 20.02.2021 Lt. Gen. (Retd) Munir Hafiez, former
at 1500 hours Chairman NAB “AW-10”, appeared before
the Commission and recorded his statement.



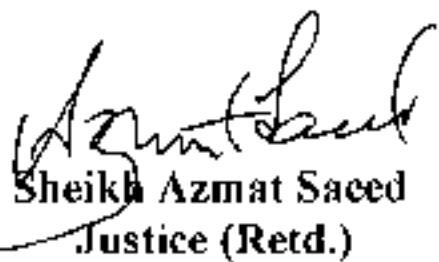
Sheikh Azmat Saeed
Justice (Retd.)

Date

Proceedings

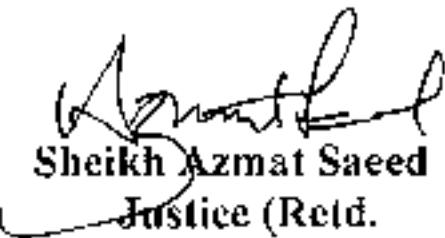
21.02.2021
at 1100 hours Lt. Gen (Retd) Khalid Maqbool, former Chairman NAB "AW-11" appeared before the Commission and recorded his statement.

21.02.2021
at 1600 hours Lt. Gen (Retd) Syed Muhammad Amjad, former Chairman NAB "AW-12" appeared before the Commission and recorded his statement.



Sheikh Azmat Saeed
Justice (Retd.)

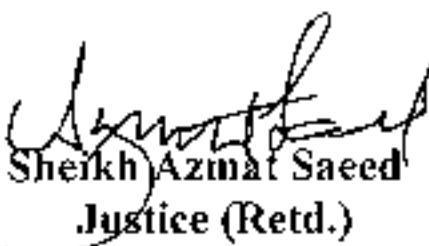
Date	Proceedings
22.02.2021 at 1100 hours	Mr. Abdul Basit, former Deputy High Commissioner, Pakistan's High Commission in London "AW-13" appeared before the Commission and recorded his statement.
22.02.2021 at 1600 hours	Mr. Umer Zafar Sheikh, Director (Finance) NAB, Headquarters appeared before the Commission. However, his statement could not be recorded because he did not bring the relevant record.


 Sheikh Azmat Saeed
 Justice (Retd.)

Date**Proceedings**

23.02.2021 Mr. Nawid Ahsan, former Chairman NAB,
at 1100 hours "AW-14" appeared before the Commission
and recorded his statement.

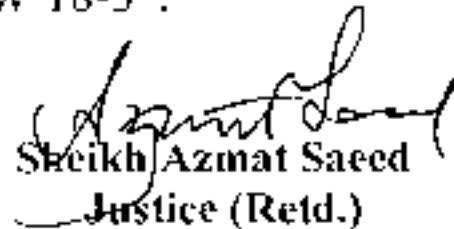
23.02.2021 Mr. Ghulam Rasool, former Joint Secretary,
at 1530 hours M/o Law and Justice / Deputy Legal Advisor
M/o Foreign Affairs "AW-15" appeared
before the Commission and recorded his
statement.



Sheikh Azmat Saeed
Justice (Retd.)

Date	Proceedings
24.02.2021 at 1100 hours	Mr. Khalid Khan Niazi, Secretary to the Attorney General for Pakistan “AW-4” appeared before the Commission and recorded his supplementary statement.
24.02.2021 at 1130 hours	Mr. Faizan Zafar, Assistant Private Secretary to the Attorney General’s Office “AW-16” appeared before the Commission and produced relevant record comprising of five volumes containing correspondence relating to Broadsheet, one volume each containing correspondence relating to Submission made to the tribunal and judgments/orders and one volume of correspondence relating to late Ms. Benazir Bhutto Jewelry case. Certified copies have been compared with the original record. Certified copies were taken on record as Exhibits OAGP-1 to 8 and original files were returned.
24.02.2021 at 1500 hours	Raja Naeem Akbar, Secretary, Ministry of Law and Justice “AW -5” appeared before the Commission and recorded his supplementary statement.

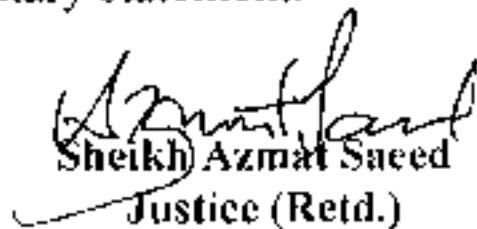
- 24.02.2021 Mr. Asghar Ali, Section Officer, Ministry
at 1600 hours of Law & Justice "AW-17" appeared
 before the Commission and produced
 original record pertaining to
 SGS/COTECNA cases. Certified copies
 have been compared with the original
 record. Certified copies were taken on
 record as Exhibit AW 17-1 and original
 files were returned.
- 24.02.2021 Mr. Muhammad Nasim, Deputy Director,
at 1700 hours Examiner of Questioned Documents,
 NAB Forensic Science Laboratory, NAB
HQs "AW-18" produced in sealed cover
 forensic analysis report, in pursuance of
 Commission's letter dated 23rd February,
 2021, Exhibit "AW 18-1". The sealed
 cover Exhibit "AW 18-2" was opened by
 the witness before the Commission. The
 said forensic analysis report was taken on
 record as Exhibit "AW 18-3".



Sheikh Azmat Saeed
Justice (Retd.)

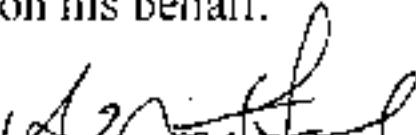
Date**Proceedings**

- 25.02.2021 Mr. Kamran Ali Afzal, Secretary Finance
At 1100 hours could not appear and requested through a
 letter for rescheduling his appearance before
 the Commission as he had been summoned to
 appear personally before the Peshawar High
Court, Peshawar on the same day.
- 25.02.2021 Mr. Ahmer Bilal Soofi, Advocate Supreme
at 1500 hours Court, former Legal Consultant, NAB "AW-
 8" appeared before the Commission and
 recorded his supplementary statement.



Sheikh Azmat Saeed
Justice (Retd.)

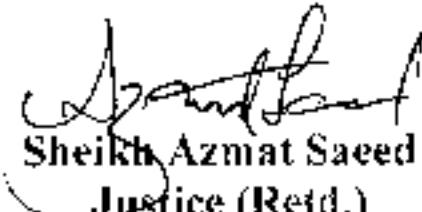
Date	Proceedings
01.03.2021 at 1500 hours	Col. Shahzad Anwar Bhatti (Retd), former Director (Finance) and Director General (Operations), NAB HQs, "AW-19" appeared before the Commission and recorded his statement.
01.03.2021 at 1200 hours	Mr. Umer Zafar Sheikh, Director (Finance) NAB, Headquarters, Islamabad could not appear before the Commission and informed through telephone that he has been diagnosed with COVID-19 and requested to reschedule the hearing or alternatively his Deputy Director (Finance) could be summoned by the Commission for recording the Statement of the Finance Wing, NAB, on his behalf.


Sheikh Azmat Saeed
Justice (Retd.)

Date**Proceedings**

03.03.2021 Mr. Arif Azim, former Federal Secretary and Acting Chairman NAB, "AW-20" appeared before the Commission and recorded his statement.

03.03.2021 Mr Umer Draz Randhawa, Additional Director (Operations), NAB HQs, "AW 2" once again appeared before the Commission and produced miscellaneous record pertaining to Broadsheet & Arbitration. Certified copies have been compared with the original record. The certified copies were taken on record as Exhibits NAB-76 to 101 and original record was returned.



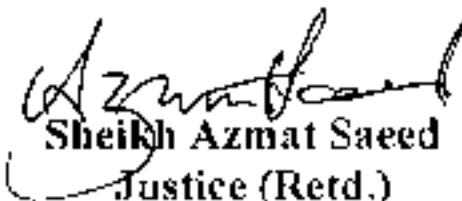
Sheikh Azmat Saeed
Justice (Retd.)

Date**Proceedings**

04.03.2021
at 1500 hours

Mr. Shahid Ali Baig, former Director (Audit & Accounts) Pakistan's High Commission, London, UK, "AW-21" recorded his statement to the Commission through Video Conference arranged by NTC. The witness was summoned at Pakistan's High Commission, London for recording his statement through video conference.

Note: Mr. Hasan Ali Zaigham, Head of Chancery, Pakistan's High Commission in London during the video conference stated that the noting portion of the file record is missing.



Sheikh Azmat Saeed
Justice (Retd.)

Date	Proceedings
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- | | |
|-----------------------------|---|
| 05.03.2021
at 1100 hours | Ms. Madina M. Khan, former Director Overseas Wing NAB HQs, Islamabad did not attend the hearing as the summon addressed to her through Special Diary messenger was returned back by her relative to Diary Messenger stating that she is out of Country. |
| 05.03.2021
at 1500 hours | The personal appearance of Mr. Hassan Saqib, Chief (IIRM Customs) FBR, former Deputy Director (Overseas Wing), NAB HQs, Islamabad for recording his second witness statement was re-scheduled due to sudden ill-health of the Chairman of the Commission. |



Sheikh Azmat Saeed
Justice (Retd.)

Date	Proceedings
08.03.2021 at 1100 hours	Mr. Kamran Ali Afzal, Finance Secretary, "AW 6" appeared before the Commission and recorded his supplementary witness statement.
08.03.2021 at 1430 hours	Mr. Khadim Hussain, Deputy Director (Finance & Coordination), NAB HQs, Islamabad requested to reschedule the hearing for 09.03.2021 in order to have time to trace the relevant record.
08.03.2021 at 1500 hours	Mr. Hassan Saqib, Chief (HRM Customs) FBR, former Deputy Director Oversees Wing, NAB HQs "AW-7" appeared before the Commission and recorded his supplementary witness statement.

08.03.2021
at 1630 hours

Mr. Zahir Shah, Director General (Operations) NAB HQs, "AW 3" appeared before the Commission and produced certified copies of inventory of record of cases related to Mr. Asif Ali Zardari in Switzerland and handing over & taking over of record of aforementioned record by NAB from Pakistan's High Commission in London. In his witness statement, DG(Ops) NAB informed that the cited record is contained in 12 sealed boxes, which were moved from Geneva to London and stored at Pakistan's High Commission, London. The 12 sealed boxes reportedly containing 87 folders were received by the former Prosecutor General NAB from Pakistan's High Commission in London. The certified copies of the inventory in French and its English translation were compared with the original record and certified copies have been taken on record as Exhibits "AW 3-2" and "AW 3-2 A". The certified copy of handing over & taking over of record by NAB from Pakistan's High Commission London has been compared with the original record and the Certified copy was taken on record as Exhibit "AW 3-2 B" and the original was returned.

Note: The Commission along-with Mr. Zahir Shah, DG (Ops) NAB visited the record room

of NAB HQs on 8th March, 2021 and inspected the 12 boxes which were sealed in canvas diplomatic bags and took photographs of the same.



Sheikh Azmat Saeed
Justice (Retd.)

Date	Proceedings
09.03.2.21 at 1100 hours	Mr. Muhammad Jamil, Assistant Director (Audit), NAB HQs, Islamabad "AW-22" appeared before the Commission and produced record pertaining to transmission of USD 27,227 million by NAB to NAB account operated by Pakistan's High Commission, London. Certified copies have been compared with the original record. Certified copies of the documents were placed on record as Exhibit "AW 22-1" and original record was returned.
09.03.2.21 at 1130 hours	Mr. Khadim Hussain, Deputy Director (Finance and Coordination), NAB HQs, Islamabad "AW-23" appeared before the Commission and recorded his statement.
09.03.2021 at 1200 hours	Mr. Muhammad Nadeem Khan, Deputy Director (Coord), International Cooperation (IC) Wing, NAB HQs "AW-24" appeared before the Commission and produced Diary/Section register of the IC/formerly Overseas Wing, NAB for the months of May 2008 and September, 2008. Certified copies have been compared with the original record. Certified copies were taken on record as

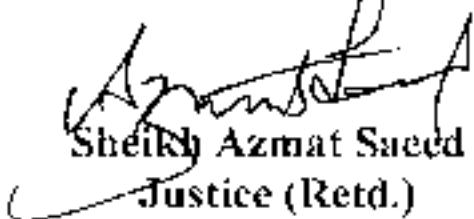
Exhibit "AW 24-I" and original record was returned.

09.03.2021 Col. Shahzad Anwar Bhatti (Retd), former
at 1500 hours Director (Finance) and Director General
 (Operations), NAB HQs, "AW 19" appeared
 before the Commission and recorded his
 supplementary statement.



Sheikh Azmat Saeed
Justice (Retd.)

Date	Proceedings
10.03.2021 at 1015 hours	Mr. Ahmed Irfan Aslam, Head, International Disputes Unit, Office of the Attorney General for Pakistan "AW 25" appeared before the Commission and recorded his statement.
10.03.2021 at 1630 hours	Mr. Shakeel Anjum Nagra, Additional Director (Coord/Ops), NAB HQs, "AW 26" appeared before the Commission and produced relevant record comprising of 14 cases. Certified copies have been compared with the original record. Certified copies were taken on record as Exhibits AW 26-2-A to AW 26-2-N and original files were returned.



Sheikh Azmat Saeed
Justice (Retd.)