



IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION

IN THE MATTER OF THE INSOLVENCY (NI) ORDER 1989
IN THE MATTER OF DEMESNE INVESTMENTS LIMITED

BEFORE THE HONOURABLE MR JUSTICE MCCLOSKEY

on Friday the 23rd day of December 2011

Between

QUINN FINANCE

First Plaintiff

IRISH BANK RESOLUTION CORPORATION LIMITED

Second Plaintiff

QUINN HOTELS PRAHA AS

Third Plaintiff

-and-

LYNDHURST DEVELOPMENT TRADING SA

First Defendant

DEMESNE INVESTMENTS LIMITED

Second Defendant

INNISHMORE CONSULTANCY LIMITED

Third Defendant

ORDER FOR AN INJUNCTION BEFORE THE ISSUE
OF A WRIT OF SUMMONS

IMPORTANT:

NOTICE TO THE FIRST DEFENDANT

- (1) This Order prohibits you from doing the acts set out in this Order. You should read it all carefully. You are advised to consult a Solicitor as soon as possible. You have a right to ask the Court to vary or discharge this Order.
- (2) If you disobey this Order you may be found guilty of Contempt of Court and may be sent to prison or fined or your assets may be seized.

An Application was made on the 22nd December 2011 by Counsel for the Plaintiff to the Judge. The Judge heard the Application and read the Affidavits referred to in Schedule 1 and accepted the undertaking in Schedule 2 at the end of this Order.

IT IS ORDERED THAT:

THE INJUNCTION

1. An Order that the first Defendant including its Directors and Officers and servants or agents, or any of them howsoever be restrained until Judgment or further Order of this Court:-

- a) From taking any steps to assign, sell or otherwise transfer or deal in any way whatsoever with any of the assigned loan agreements and/or any judgment of any court arising out of the assigned loan agreements ('the Assigned Loans Agreements') described in Appendix 1 hereto;
- b) Without prejudice to the generality of a) above, from assigning the legal and/or beneficial interest in any of the said Assigned Loan Agreements or, alternatively, from charging, encumbering or otherwise dealing with or devaluing or taking any steps calculated or intended to prevent or obstruct the Plaintiff from applying to the Court in order to set aside the assignments of the said Loan Agreements from the second Defendant to the third Defendant and thereafter from the third Defendant to the first Defendant;
- c) From seeking to rely upon, demand payment or otherwise enforcing any of the said Assigned Loan Agreements to include seeking to enforce the said Loan Agreements against Public Joint Stock Company Univermag Ukraina or otherwise from receiving payment of any monies pursuant to their terms;
- d) From discharging, using, paying out or otherwise dealing with any monies remitted to the first Defendant on foot of any of the said Assigned Loan Agreements.

2. An Order that the first Defendant, including its Directors and Officers and servants or agents, must retain and hold any monies remitted to or paid to the first Defendant or its servants or agents on foot of any of the said Assigned Loan Agreements.

COSTS OF THE APPLICATION

(2) The costs of this Application are reserved, to be dealt with by the Judge who tries the Action

VARIATION OR DISCHARGE OF THIS ORDER

The Defendant may apply to the Court at any time to vary or discharge this order but if he wishes to do so he must first inform the plaintiff's solicitors in writing at least 48 hours beforehand.

Any party may apply to vary this order should they require to do so.

This case will be reviewed by the Court on 30th December 2011 before the Vacation Judge and subject to this review; the case will be listed for further mention before the Honourable Mr Justice McCloskey on 5th January 2012.

NAME AND ADDRESS OF APPLICANT'S SOLICITORS

The Applicant's solicitors are: Tughans
Marlborough House
Victoria Street
Belfast
BT1 3GS
Telephone number: 0044 28 90 553300

INTERPRETATION OF THIS ORDER

1. In this Order the words "he", "him", or "his" include "she" or "her" and "it" or "its".

THE EFFECT OF THIS ORDER

- (1) A Defendant who is an individual who is ordered not to do something must not do it himself or any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.
- (2) A Defendant who is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.
- (3) Except as provided in paragraph (4) below, the terms of this Order do not affect or concern anyone outside the jurisdiction of this Court.
- (4) The terms of this Order will affect the following persons in a country or state outside the jurisdiction of this Court:
 - a) The first Defendant including its Directors and Officers and servants or agents or agent appointed by power of attorney;
 - b) Any person who -
 - (i) is subject to the jurisdiction of this Court;
 - (ii) has been given written notice of this Order at his residence or place of business within the jurisdiction of this Court; and
 - (iii) is able to prevent acts or omissions outside the jurisdiction of this Court which constitute or assist in a breach of the terms of this Order; and

- c) Any other person, only to the extent that this Order is declared enforceable by or is enforced by a Court in that country or state.
- (5) Nothing in this Order shall, in respect of assets located outside the jurisdiction of this Court, prevent any third party complying with-
- a) What it reasonably believes to be its obligations, contractual or otherwise, under the laws and obligations of the country or state in which those assets are situated or under the proper law of any contract between itself and the first Defendant; and
- b) Any order of the courts of that country or state, provided that –
- 1) three clear days advance notice in writing of any application for such an order or, as the case may be,
 - 2) written notice of any such extant order, by 31 December 2011 is given to the Plaintiffs' solicitors.

SCHEDULE 1

The Judge read the following Affidavit/s before making this order:

- (1) Affidavit of Robert Dix unsworn dated the 22nd December 2011
- (2) Affidavit of Robert Dix dated the 19th December 2011
- (3) Affidavit of Richard Woodhouse dated the 19th December 2011
- (4) Second Affidavit of Richard Woodhouse dated the 19th December 2011
- (5) Affidavit of Aidan O'Hagan dated the 19th December 2011
- (6) Third Affidavit of Richard Woodhouse dated the 20th December 2011

SCHEDULE 2

Undertaking given to the Court by the Plaintiffs

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

The Applicant's Solicitors shall lodge all appropriate documentation and discharge all relevant Court fees on the 28th December 2011

APPENDIX ONE

ASSIGNMENT AGREEMENTS

- 1) Supplementary Loan Agreement dated 6 April 2011 between Demesne Investments Limited, Innishmore Consultancy Limited and Public Joint Stock Company "Univermag" Ukraine

«Judgment_Order_Num»

«Reference_Num»

- 2) Assignment Agreement dated 7 October 2011 between Innishmore Consultancy Limited and Lyndhurst Development Trading S.A.
- 3) Supplementary Loan Agreement dated 4 November 2011 between Innishmore Consultancy Limited, Lyndhurst Development Trading S.A. and Public Joint Stock Company 'Univermag' Ukraina

SERVICE OF THIS ORDER AND OF THE DOCUMENTS

1. The Court grants leave to serve this order outside the jurisdiction of Northern Ireland by electronic communication for any legitimate and bona fide purpose.
2. The Applicant's Solicitors will serve a sworn copy of the affidavit of Mr Dix by 4.00pm on 23rd December 2012.

Heather Topping

Proper Officer

All communications to the Court about this Order should be sent to Chancery Office, Royal Courts of Justice, Chichester Street, Belfast, BT1 3JF, quoting the case number. The office is open between 10.00 am and 4.30 pm Monday to Friday. The telephone number is 0044 28 90 235111. For applications made outside of normal office hours, a Duty Judge and Registrar are available to deal with any issues arising.