



IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO FSD 383 OF 2021 (RPJ)

BETWEEN

(1) THE PORT FUND L.P.

**(2) GENERAL RETIREMENT AND SOCIAL INSURANCE
AUTHORITY**

Plaintiffs

-AND-

WALKERS (DUBAI) LIMITED LIABILITY PARTNERSHIP

Defendant

ORDER

UPON the summons filed by the Defendant on 7 February 2025 seeking to vary the Order dated 31 August 2022 which stayed these proceedings on certain terms (**Summons**)

AND UPON the Judgment delivered by the Court on 9 May 2025 granting the relief sought by the Defendant in the Summons

AND UPON the parties having agreed between them following the Judgment the appropriate orders as to costs on the Summons

AND UPON hearing leading counsel for the Plaintiffs and leading counsel for the Defendant

This order was filed by Appleby (Cayman) Ltd., Attorneys-at-Law for the Defendant, whose address for service is that of said Attorneys-at-Law, namely 9th Floor, 60 Nexus Way, Camana Bay, PO Box 190, Grand Cayman KY1-1104, Cayman Islands

IT IS ORDERED THAT:

1. Paragraphs 1 to 5 of the Order dated 31 August 2022 shall be substituted as follows:

*"1. The Plaintiffs' claims shall remain stayed pending the determination of FSD 97 of 2021 (**FSD 97**) or further order.*

*2. Nothing in this Order shall prejudice the Plaintiffs' rights to pursue their claims in FSD 383 of 2021 (**FSD 383**) or to apply for interim relief against the Defendant in FSD 383 following (a) the lifting of the stay (for any reason) in FSD 383; or (b) determination of FSD 97, save that no party to FSD 383 will be permitted to re-try or re-litigate issues of fact or law which have already been determined in FSD 97 and/or FSD 236 of 2020 (**FSD 236**).*

3. The Defendant shall upon request promptly provide the Plaintiffs with copies of (a) any Court documents filed in FSD 97 (including without limitation copies of any pleadings (including amended pleadings), summonses, witness and/or any other statements (including affidavits) together with their exhibits, expert reports, skeleton arguments and any hearing bundles including the trial bundle) and (b) any transcript of any hearing or trial in FSD 97, subject only to (i) any court order to the contrary and (ii) the Plaintiffs paying the Defendant's reasonable photocopying and any other production costs in advance. For the avoidance of doubt, the Plaintiffs' costs of requesting and reviewing such documents shall be borne solely by the Plaintiffs, and such costs shall not be claimed or recoverable from the Defendant in any event.

4. The Plaintiffs shall not use any document that is provided to them pursuant to paragraph 3 of this Order for any purpose other than in FSD 97 without first having obtained the consent of (a) the affected parties to FSD 97 or (b) the court on notice to the parties to FSD 97, save that the Plaintiffs may use such document for the purpose of applying to lift the stay in FSD 383 and (if so lifted) prosecuting the claim in FSD 383.

5. The Plaintiffs do have permission to attend all hearings in and the trial of FSD 97 on a watching brief and on the basis that (a) the Plaintiffs' attendance shall be at their own expense and (b) none of the parties to FSD 97 shall be entitled to claim costs from the Plaintiffs because or as a result of such attendance, except to the extent that the Plaintiffs make written or oral submissions in FSD 97 in accordance with the terms of this Order, in which case the normal rules as to costs shall apply. Save as provided in paragraph 7 below, the Plaintiffs will not be permitted to present written or oral submissions in the course of FSD 97, including by writing letters to the Court.

This order was filed by Appleby (Cayman) Ltd., Attorneys-at-Law for the Defendant, whose address for service is that of said Attorneys-at-Law, namely 9th Floor, 60 Nexus Way, Camana Bay, PO Box 190, Grand Cayman KY1-1104, Cayman Islands

6. The Defendant shall not agree to any settlement or compromise in FSD 97 without giving the Plaintiffs 30 working days' prior notice in writing of a proposed settlement or compromise and its proposed terms, unless otherwise agreed in writing between the parties.

7. The Plaintiffs do have permission to be heard as to the form of relief (if any) to be granted at the conclusion of FSD 97 if the Defendant and/or Walkers (a firm) is found to be liable at the trial of FSD 97.

8. There be liberty to apply."

2. The Plaintiffs do pay the Defendant's costs of the Summons, to be taxed if not agreed.
3. The Plaintiffs do pay to the Defendant the sum of US\$50,000 within 28 days of the date of this Order by way of interim payment on account of the costs ordered to be paid at paragraph 2 above.

FILED this 22 day of July 2025

DATED this 22 day of July 2025

The Hon. Justice Raj Parker
JUDGE OF THE GRAND COURT

This order was filed by Appleby (Cayman) Ltd., Attorneys-at-Law for the Defendant, whose address for service is that of said Attorneys-at-Law, namely 9th Floor, 60 Nexus Way, Camana Bay, PO Box 190, Grand Cayman KY1-1104, Cayman Islands

APPROVED AS TO FORM AND CONTENT

A handwritten signature in blue ink that reads "Travers Thorp Alberga". The signature is written in a cursive, flowing style.

Travers Thorp Alberga
Attorneys for the Plaintiffs

A handwritten signature in blue ink that reads "Appleby (Cayman) Ltd". The signature is written in a cursive, flowing style.

Appleby (Cayman) Limited
Attorneys for the Defendant