

IN THE CIRCUIT COURT FOR THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

MOHAMMAD ANWAR FARID
AL-SALEH,

Plaintiff,

v.

HARRY SARGEANT, III,
MUSTAFA ABU-NABA'A, and
INTERNATIONAL OIL TRADING
COMPANY, LLC,

Defendants.

Case No. 502008CA010187XXXXMB
Division AJ

**ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANTS, HARRY
SARGEANT, III and
INTERNATIONAL OIL TRADING COMPANY, LLC**

Defendants Harry Sargeant, III ("Sargeant"), and International Oil Trading Company, LLC ("IOTC USA") (collectively the "Defendants"), file this their Answer to Plaintiff's Complaint for Damages (the "Complaint"), and would respectfully show the Court as follows:

PRELIMINARY STATEMENT

The Complaint improperly mixes factual averments with argumentative rhetoric so as to make admissions or denials of such averments difficult or impossible. Many of the allegations of the Complaint are overly broad, vague, or conclusory and include terms which are undefined and which are susceptible of different meanings. Accordingly, by way of a general response, all allegations are denied unless specifically admitted, and any factual averment admitted is admitted only as to the specific facts and not as to any

conclusions, characterizations, implications, or speculations which are contained in the averment or in the Complaint as a whole.

In answering allegations consisting of quotes from or characterizations of documents, including quotations from Jordanian law, admission that the material quoted was contained in a document or uttered by the person quoted shall not constitute an admission that the substantive content of the quote is or is not true. All such quotes as appear in documents or testimony "speak for themselves" in the sense that the truth of the matter asserted may only be judged in light of all relevant facts and circumstances obtaining at the time the statement was made, which relevant facts are not contained in the Complaint. If Plaintiff seeks to rely on such materials, Plaintiff must specifically prove the truth of such materials subject to the right of Defendants to properly object to such evidence. Accordingly, to the extent that any such quoted materials are deemed allegations against Defendants, they are denied.

As to each of Plaintiff's allegations denied for lack of information and knowledge, Defendants allege that it has no knowledge or information on the subject or subjects embraced by Plaintiff's allegations to form a belief regarding the truth of the allegation, and, therefore, Defendants deny each of Plaintiff's allegations and bases its denial on that ground.

As required by the Florida Rules of Civil Procedure, the claims are made in consecutively numbered paragraphs. However, the Complaint also contains headings which sometimes contain material which appears to be factual in nature. In answering each of the separately numbered paragraphs of the Complaint, Defendants have not responded to the headings the Plaintiff has used to organize his Complaint. To the extent any response is necessary to these headings, the allegations contained in the headings are denied.

ANSWER

1. Defendants admit that Plaintiff's Complaint purports to set out an action for damages under various theories. Defendants deny the remainder of the allegations contained in paragraph 1 of the Complaint.

2. Defendants deny the allegations contained in paragraph 2 of the Complaint.

3. Defendants admit the information contained in footnote 1 to paragraph 3 of the Complaint. Defendants deny the remainder of the allegations contained in paragraph 3 of the Complaint.

4. Defendants admit that IOTC USA was formed in 2005. Defendants also admit that there are additional IOTC entities other than IOTC USA and International Oil Trade Center Co. ("IOTC-Jordan"). Defendants deny the remainder of the allegations contained in paragraph 4 of the Complaint.

5. Defendants deny the allegations contained in paragraph 5 of the Complaint.

6. Defendants deny the allegations contained in paragraph 6 of the Complaint.

7. Defendants admit that the Plaintiff has filed this lawsuit as described, but deny Plaintiff is entitled to any recovery. Defendants deny the remainder of the allegations contained in paragraph 7 of the Complaint.

8. Defendants admit the allegations contained in paragraph 8 of the Complaint.

9. Defendants admit that Sargeant is a United States citizen domiciled in Florida. Defendants admit that Sargeant owns thirty three and one-third percent of the shares of IOTC-Jordan. Defendants admit that Sargeant has been a general manager of IOTC USA. Defendants admit that IOTC USA was formed on January 25, 2005 and is registered to do business in and is doing business in Florida. Defendants admit that IOTC USA has an office at 3020 North Military Trail, Suite 100, Boca Raton, Florida 33431. Defendants deny the remainder of the allegations contained in paragraph 9 of the Complaint.

10. Defendants admit that Mustafa Abu-Naba'a ("Abu-Naba'a") owns thirty three and one-third percent of the shares in IOTC. Defendants admit that Abu-Naba'a is a dual citizen being both a citizen of Jordan and a Dominican national. The remainder of the allegations contained in paragraph 10 of the Complaint are denied.

11. Defendants admit that IOTC USA is a Florida limited liability company formed on January 25, 2005 that is registered to do business and is doing business in Florida. Defendants admit that IOTC USA has a mailing address of 3020 North Military Trail, Suite 100, Boca Raton, Florida 33431. Defendants deny the remainder of the allegations contained in paragraph 11 of the Complaint.

12. Defendants admit that this Court has subject matter jurisdiction over the action. Defendants deny the remainder of the allegations contained in paragraph 12 of the Complaint.

13. Defendants admit that this Court has venue as pleaded. Defendants deny the remainder of the allegations in paragraph 13 of the Complaint.

14. Defendants incorporate and reallege each of their responses in each of the foregoing paragraphs 1-13.

15. Defendants admit that Plaintiff and Abu-Nubah met while attending school together. Defendants deny the remainder of the allegations contained in paragraph 15 of the Complaint.

16. Defendants admit the allegations contained in paragraph 16 of the Complaint.

17. Defendants admit the allegations contained in the first sentence of paragraph 17 of the Complaint. Defendants also admit that Plaintiff's wife owns a home in Florida. The remainder of the allegations contained in paragraph 17 are denied.

18. Defendants deny the allegations contained in paragraph 18 of the Complaint.

19. Defendants deny the allegations contained in paragraph 19 of the Complaint.

20. Defendants deny the allegations contained in paragraph 20 of the Complaint.

21. Defendants admit that IOTC-Jordan is registered in Jordan as an Offshore Limited Liability Company. Defendants admit that the objective of IOTC-Jordan was to trade oil and petrol derivatives. Defendants deny the remainder of the allegations contained in paragraph 21 of the Complaint.

22. Defendants admit that Plaintiff, Sargeant and Abu-Naba'a each paid \$900,000 into IOTC-Jordan and agreed to provide a further \$900,000. Defendants further admit that Sargeant owns 23,333 shares, Abu-Naba'a owns 23,334 shares and Plaintiff owns 23,333 shares. Defendants deny the remainder of the allegations contained in paragraph 22 of the Complaint.

23. Defendants admit the allegations contained in paragraph 23 of the Complaint.

24. Defendants admit that IOTC-Jordan bid on Contract D-0506 on May 26, 2004. The bid was on IOTC-Jordan letterhead and signed by IOTC-Jordan and Trigeant, Ltd. The terms of the bid and Contract D-0506 speak for themselves. The remainder of the allegations contained in paragraph 24 of the Complaint are denied.

25. Defendants deny the allegations contained in paragraph 25 of the Complaint.

26. Defendants admit that Contract D-0506 was awarded to IOTC-Jordan on June 23, 2004. Defendants deny the remainder of the allegations contained in paragraph 26 of the Complaint.

27. Defendants deny the allegations contained in paragraph 27 of the Complaint.

28. Defendants deny the allegations contained in paragraph 28 of the Complaint.

29. Defendants admit that to the extent that dividends were distributed to the shareholders of IOTC-Jordan, each shareholder was to be paid in accordance with his percentage ownership of the share of IOTC-Jordan. The remainder of the allegations contained in paragraph 29 of the Complaint are denied.

30. Defendants admit that IOTC USA was formed on January 25, 2005. Defendants admit that Plaintiff was not given an opportunity to participate in the management, operations or ownership of IOTC USA. The remaining allegations contained in paragraph 30 of the Complaint are denied.

31. Defendants admit that other IOTC entities were formed, including IOTC-Dubai. Defendants admit that IOTC-Dubai was formed on March 15, 2005, that Sargeant and Abu-Naba'a are both members and that Sargeant is the manager. Defendants deny the remaining allegations contained in paragraph 31 of the Complaint.

32. Defendants admit that Plaintiff was not offered an opportunity to participate in the management, operations or ownership of any of the other IOTC entities. The remainder of the allegations contained in paragraph 32 are denied.

33. Defendants deny the allegations contained in paragraph 33 of the Complaint.

34. Defendants admit that IOTC USA submitted a bid for Contract D-0497 and that IOTC USA was awarded the contract which expired in June 2007. The remainder of the allegations contained in paragraph 34 of the Complaint are denied.

35. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 35 of the Complaint.

36. Defendants deny the allegations contained in paragraph 36 of the Complaint.

37. Defendants admit that a General Assembly meeting was held on June 29, 2006. Defendants admit that Plaintiff and Sargeant were present and that Abu-Naba'a was not. It is admitted that Sargeant represented Abu-Naba'a at that meeting. The remainder of the allegations contained in paragraph 37 of the Complaint are denied.

38. Defendants state that the minutes of the meeting are a document and that document speaks for itself. The remainder of the allegations contained in paragraph 38 of the Complaint are denied.

39. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 39 of the Complaint.

40. Defendants admit that Plaintiff was offered a consulting agreement. The proposed agreement speaks for itself insofar as its terms. The remainder of the allegations contained in paragraph 40 of the Complaint are denied.

41. Defendants admit the allegations contained in paragraph 41 of the Complaint.

42. Defendants admit that Plaintiff did not sign the consulting agreement. Defendants admit that Plaintiff did not approve the formation of IOTC USA and IOTC-Dubai. Defendants deny the remainder of the allegations contained in paragraph 42 of the Complaint.

43. Defendants admit that Sargeant asked Plaintiff to assist, but deny the remainder of the allegations contained in paragraph 43 of the Complaint.

44. Defendants admit that Plaintiff procured a letter of authorization in the name of Aqaba Petroleum. The remainder of the allegations contained in paragraph 44 of the Complaint are denied.

45. Defendants deny the allegations contained in paragraph 45 of the Complaint.

46. Defendants deny the allegations contained in paragraph 46 of the Complaint.

47. Defendants admit the allegations contained in paragraph 47 of the Complaint.

48. Defendants deny the allegations contained in paragraph 48 of the Complaint.

49. If such a text message was sent, it speaks for itself. Defendants deny the remainder of the allegations contained in paragraph 49 of the Complaint.

50. Defendants admit that IOTC-Jordan has never been named in contract D-0483, but deny the remainder of the allegations contained in paragraph 50 of the Complaint.

51. Defendants deny the allegations contained in paragraph 51 of the Complaint.

52. Defendants admit that they have attempted to negotiate a settlement of the various claims made by Plaintiff, some of which are contained in this lawsuit. The remainder of the allegations contained in paragraph 52 of the Complaint are denied.

53. Defendants admit that their attempt to negotiate a settlement with Plaintiff was not successful. The remainder of the allegations contained in paragraph 53 of the Complaint are denied.

54. Defendants deny the allegations contained in paragraph 54 of the Complaint.

55. Defendants admit that the law of Jordan governs all of the claims and controversies between themselves and Plaintiffs. Defendants admit that Plaintiff's purport to base their view of Jordanian law on the report of Mohammad Beiruti and that a copy of that report is attached to the Complaint. Defendant's deny the remainder of the allegations contained in paragraph 55 of the Complaint.

56. Defendants incorporate and reallege their responses in the foregoing paragraphs 1-55.

57. Defendants deny the allegations contained in paragraph 57 of the Complaint.

58. Defendants admit the allegations contained in paragraph 58 of the Complaint.

59. Defendants admit the allegations contained in paragraph 59 of the Complaint.

60. Defendants state that the minutes of the meeting is a document and that document speaks for itself. The remainder of the allegations contained in paragraph 60 of the Complaint are denied.

61. Defendants admit that Plaintiff procured a letter of authorization in the name of Aqaba Petroleum. The remainder of the allegations contained in paragraph 61 of the Complaint are denied.

62. If such a text message was sent, it speaks for itself. Defendants deny the remainder of the allegations contained in paragraph 62 of the Complaint.

63. Defendants deny the allegations contained in paragraph 63 of the Complaint.

64. Defendants deny the allegations contained in paragraph 64 of the Complaint.

65. Defendants deny the allegations contained in paragraph 65 of the Complaint.

66. Defendants deny the allegations contained in paragraph 66 of the Complaint.

67. Defendants deny the allegations contained in paragraph 67 of the Complaint.

68. Defendants deny the allegations contained in paragraph 68 of the Complaint.

69. Defendants deny the allegations contained in paragraph 69 of the Complaint.

70. Defendants incorporate and reallege their responses in the foregoing paragraphs 1-69.

71. Defendants deny the allegations contained in paragraph 71 of the Complaint.

72. Defendants deny the allegations contained in paragraph 72 of the Complaint.

73. Defendants deny the allegations contained in paragraph 73 of the Complaint.

74. Defendants deny the allegations contained in paragraph 74 of the Complaint.

75. Defendants deny the allegations contained in paragraph 75 of the Complaint.

76. Defendants deny the allegations contained in paragraph 76 of the Complaint.

77. Defendants deny the allegations contained in paragraph 77 of the Complaint.

78. Defendants incorporate and reallege their responses in the foregoing paragraphs 1-78.

79. Defendants deny the allegations contained in paragraph 79 of the Complaint.

80. Defendants deny the allegations contained in paragraph 80 of the Complaint.

81. Defendants deny the allegations contained in paragraph 81 of the Complaint.

82. Defendants deny the allegations contained in paragraph 82 of the Complaint.

83. Defendants deny the allegations contained in paragraph 83 of the Complaint.

84. Defendants incorporate and reallege their responses in the foregoing paragraphs 1-84.

85. Defendants deny that Plaintiff is entitled to a declaratory judgment.

86. Defendants deny that Plaintiff is entitled to a declaratory judgment.

87. Defendants incorporate and reallege their responses in the foregoing paragraphs 1-86.

88. Jordanian law speaks for itself. Defendants deny the remainder of the allegations contained in paragraph 88 of the Complaint.

89. Defendants deny the allegations contained in paragraph 89 of the Complaint.

90. Defendants deny the allegations contained in paragraph 82 of the Complaint.

91. Defendants deny the allegations contained in paragraph 91 of the Complaint.

92. Defendants incorporate and reallege their responses in the foregoing paragraphs 1-91.

93. Jordanian law speaks for itself. Defendants deny the remainder of the allegations contained in paragraph 93 of the Complaint.

94. Jordanian law speaks for itself. Defendants deny the remainder of the allegations contained in paragraph 94 of the Complaint.

95. Defendants deny the allegations contained in paragraph 95 of the Complaint.

96. Defendants deny the allegations contained in paragraph 96 of the Complaint.

97. Defendants deny the allegations contained in paragraph 97 of the Complaint.

98. Defendants deny the allegations contained in paragraph 98 of the Complaint.

99. Defendants incorporate and reallege their responses in the foregoing paragraphs 1-98.

100. Jordanian law speaks for itself. Defendants deny the remainder of the allegations contained in paragraph 100 of the Complaint.

101. Jordanian law speaks for itself. Defendants deny the remainder of the allegations contained in paragraph 101 of the Complaint.

102. Defendants deny the allegations contained in paragraph 102 of the Complaint.

103. Defendants incorporate and reallege their responses in the foregoing paragraphs 1-102.

104. Defendants deny that Plaintiff is entitled to a declaratory judgment.

105. Defendants admit that Plaintiff has pleaded for a declaration. Defendants deny the remainder of the allegations contained in paragraph 105 of the Complaint.

106. Defendants deny that Plaintiff is entitled to any relief, including, but not limited to the relief set out in the paragraph beginning "WHEREFORE."

AFFIRMATIVE DEFENSES

1. Defendants assert that all of the issues raised in this lawsuit are governed by the substantive law of the Hashemite Kingdom of Jordan.

2. Defendants assert the doctrine of *forum non conveniens*. By way of a separate pleading, the Defendants will ask that this court dismiss this case pursuant to Florida Rule of Civil Procedure 1.061.

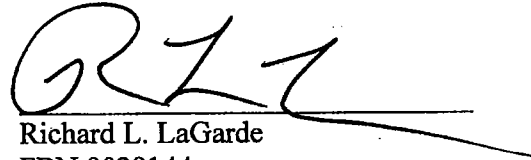
Prayer

Defendants Harry Sargeant, III and International Oil Trading Company, LLC, respectfully pray that Plaintiff take nothing by this suit. Defendants also pray for all other relief to which they may be entitled.

Dated this 19th day of June, 2008.

Respectfully submitted

LAGARDE LAW FIRM, P.C.



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