

Plaintiff: Linda Irene Ruck: 1st. 29 AUG 2005

IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE

M. C. Suit No. 15447 of 2005/G)

Between

LINDA IRENE RUCK
(Australia Passport No: E7081714)

... Plaintiff

And

XL RESULTS FOUNDATION PTE LTD
(RC No: 200107729C)

... Defendants

AFFIDAVIT

I, **LINDA IRENE RUCK** (Australia Passport No: E7081714), a businesswoman, of 14 Chancery Hill Road #03-06 Chancery Garden Singapore 309655 do solemnly make oath/~~affirm~~ and say as follows:

1. I am the Plaintiff named in this action.
2. Unless otherwise stated, the facts deposed to herein are true to the best of my personal knowledge, information and belief.
3. I was the Defendants' General Manager of XL Group and Editor-in-Chief for their magazine "XL Magazine" from April 2002 until 31st March 2005. My employment was terminated and I was asked by the Defendants to sign a Severance Agreement

setting out the severance package ("Severance Agreement"). A copy of the Severance Agreement dated 1 February 2005 is now produced and shown to me marked "LIR-1".

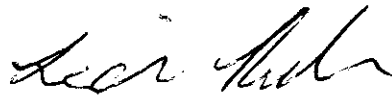
4. In the Severance Agreement, it is expressly provided, among others, that the Defendants were to pay me the sum of S\$40,000.00 by way of 4 cheques of \$10,000.00 each payable on 28 February 2005, 31 March 2005, 30 April 2005 and 31 May 2005. The Defendants would also cover my UOB credit card of S\$10,000.00 as part of the severance package.
5. After I had presented the first instalment cheque for payment, the Defendants stopped payment of the 2nd cheque dated 31 March 2005 and wanted me to sign a Supplemental Agreement which provided for liquidated damages of S\$50,000.00 (equivalent to my severance pay) if either party breaches the Severance Agreement. After some negotiations, I agreed to sign the Supplemental Agreement in exchange for a fresh cheque for the 2nd instalment of S\$10,000.00. A copy of the Supplemental Agreement together with correspondence between the parties' solicitors on the negotiations are now produced and shown to me bundled together collectively marked "LIR-2".
6. As part of the bargain, I required a letter from the Defendants confirming that during the entire tenure of my employment with the Defendants, my conduct was aboveboard and did not involve in any wrongdoings. A copy of the said Letter of Recommendation is now produced and shown to me marked "LIR-3".

7. However, when I presented the last instalment cheque (UOB 623253) dated 31 May 2005 for S\$10,000.00 for payment, the said cheque was again dishonoured upon presentment on 1 June 2005 marked "payment stopped".
8. Through my solicitors, Legal21 LLC, I gave a Notice of Dishonour dated 2 June 2005 to the Defendants' then solicitors, Jeffrey Soh & Company, and demanded payment of the said S\$10,000.00. A copy of the said Notice of Dishonour dated 2 June 2005 is now produced and shown to me marked "LIR-4".
9. Despite demand having been made, the Defendants have failed, refused and/or neglected to settle the entire outstanding of **S\$10,000.00** or any part thereof and the Defendants remain and continue to be justly and truly indebted to me the sum of **S\$10,000.00** due and payable immediately at the commencement of this action.
10. I was flabbergasted that the Defendants repeated the same allegation that I had breached the Severance Agreement and alleged that I had disclosed information relating to the Defendants which was detrimental to the Defendants and their Roger Hamilton. These were the same allegation against me which I had emphatically and categorically denied, even before the Supplemental Agreement was signed. Copies of a letter dated 18 May 2005 from the Defendants' solicitors, a letter dated 24 May 2005 from my solicitors in reply, the Defendants' solicitors' telefax dated 22 June 2005 repeating the allegations and my solicitors' reply telefax dated 27 June 2005 are now produced and shown to me bundled together collectively marked "LIR-5".

11. I would have thought that after I had signed the Supplemental Agreement requested by the Defendants in the midst of their baseless allegations against me and further, in exchange for the replacement cheque for the 2nd instalment, parties had a settlement and there would not be further dispute. I did not expect the Defendants to use the same allegations to stop payment of the last instalment cheque and even counterclaim against me for S\$50,000.00 pursuant to the Supplemental Agreement.
12. To this action, the Defendants filed a defence and counterclaim on 26 July 2005 with a bare denial to my claim with no merit whatsoever.
13. It is noteworthy that notwithstanding my solicitors' request to the Defendants' solicitors to furnish particulars to substantiate their baseless and false allegations of my breach, the Defendants have to date not furnished any particulars to substantiate their allegations. Further, my solicitors wrote to the Defendants' solicitors that the Defendants had no defence to my claim, it being one based on a dishonoured cheque. However, the Defendants still set up a defence and counterclaim of set off with a view not to honour the payment of my severance pay. Copies of my solicitors' telefax dated 27 June 2005 and the Defendants' solicitors' reply telefax dated 30 June 2005 are now produced and shown to me bundled together collectively marked "**LIR-6**".
14. I verily believe that the Defendants have no arguable defence to my claim, in particular, when my claim is based on a dishonoured cheque.

15. In the premises, I seek this Honourable Court to order in terms of my application herein and enter judgment for me with interest and costs.

SWORN / AFFIRMED to)
by **LINDA IRENE RUCK**)
this ²⁹ day of *August* 2005)
Before me



A COMMISSIONER FOR OATHS

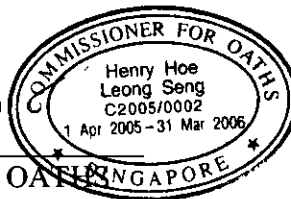


This Affidavit is filed on behalf of the Plaintiff.

This is the exhibit marked "LIR-1" referred to in the Affidavit of **LINDA IRENE RUCK** and affirmed / sworn on this *29th* day of *August* 2005

Before me


A COMMISSIONER FOR OATHS SINGAPORE





Linda Ruck
Editor-in-Chief
XL Magazine

1st February 2005

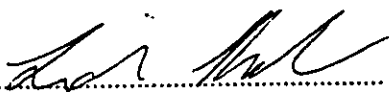
SEVERANCE PACKAGE

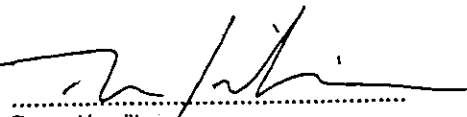
Dear Linda,

This letter serves as notice of cessation of employment in XL Results Foundation as of 31st January 2005. Below are the terms of the severance package as agreed:

1. SEVERANCE PAYMENT: XL Results Foundation will pay you four cheques of \$10,000 each. Payable on 28th February, 31st March, 30th April, 31st May. XL Results Foundation will also cover your UOB Credit Card of \$10,000. Roger Hamilton will also take over your \$50,000 liability as shareholder of XL Events by you transferring your 25% shareholding to him and arrange for appropriate documentation to disengage Linda from XL Events.
2. DEPARTURE DATE: You agree to complete the next edition of XL Magazine (March/April 2005 edition), and your departure date will be 31st March 2005, unless agreed by both parties to terminate earlier.
3. EMPLOYMENT PASS: XL Results Foundation will assist in renewing your employment pass which expired and was resubmitted last year.
4. REFERENCE LETTER: Roger Hamilton will provide a positive reference letter for you by 1st February 2005.
5. ANNOUNCEMENT DATE: Upon successful renewal of employment pass, you and the company will announce your departure to XL Results Foundation's membership base and clients.
6. FUTURE ARTICLES: XL Results Foundation will fulfil obligations to print two articles for Sri Lanka as per agreed by Linda to third parties in future editions of XL Magazine.
7. APARTMENT LEASE: XL Results Foundation will continue to fulfil the obligations of the lease for Linda's apartment and allow Linda to stay in the apartment free-of-charge through to 30th June 2005, with the right to take over the lease from XL Results Foundation after this date should she choose to.
8. CONFIDENTIALITY: From this day onwards both you and Roger Hamilton agree to keep the conditions of this agreement, your history within the company and all information related to your history, including financial details and company information confidential. You and Roger Hamilton also agree not to discuss or disclose any information which could be deemed detrimental, negative or harmful to the other party.

Agreed on 1st February 2005,


.....
Linda Ruck


.....
Roger Hamilton
On behalf of XL Results Foundation

Witnessed by:


.....

This is the exhibit marked "LIR-2" referred to in the Affidavit of **LINDA IRENE RUCK** and affirmed / sworn on this *27* day of *March* 2005

Before me


A COMMISSIONER FOR OATHS



SUPPLEMENTARY AGREEMENT

An agreement made the ____ day of April 2005 between XL Results Foundation Pte Ltd (hereinafter called 'XL') of the one part and Miss Linda Ruck (hereinafter called 'Ms Ruck' of the other part.

Whereas

- 1) The parties entered into an agreement on 1 February 2005 in relation to the cessation of Ms Ruck's employment with XL (hereinafter called 'the Agreement')
- 2) The said agreement contained a Clause 8 which provided, inter alia, for Ms Ruck and XL's director, Mr Roger Hamilton, to keep confidential information pertaining to XL and Ms Ruck's employment with XL.
- 3) The parties have agreed, and which has not been provided for in the Agreement, that, if either party is in breach of Clause 8 of the Agreement, the non-defaulting party shall be entitled to liquidated damages.

Now the Parties are Agreed as Follows:

- 1 The parties shall continue to adhere to the terms and conditions of the Agreement.

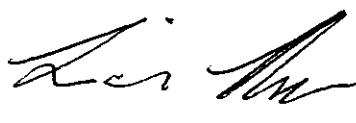
Page 2 of Supplementary Agreement

- 2 In the event that either party breaches Clause 8 of the Agreement, then the non-defaulting party shall be at liberty to claim against the party in default liquidated damages in the amount of Singapore \$50,000.00.
- 3 Further, in the event of breach of Clause 8 by either party, all obligations of the non-defaulting party under the Agreement which has yet to be performed shall forthwith cease.

In witness whereof the parties have set their hands the day and year first above written.

Signed by the abovenamed XL)
 Results Foundation Pte Ltd)
 by their director, Mr Roger)
 Hamilton)
 in the presence of)

Signed by the abovenamed)
 Ms Linda Ruck)
 in the presence of)




PATRICK EE TIAN HUAT
 Advocate & Solicitor
 Singapore

Legal21LLC

Advocates & Solicitors
(Incorporated with limited liability)
Commissioner for Oaths

Directors: Nicholas Loh, Joshua Chai, Patrick Ee, Christopher Yong ¹¹

No. 4 Robinson Road, #10-01, Singapore 048543

Tel: (65) 6533 7800

Fax: (65) 6532 4800 (Litigation / Corporate)

(65) 6536 5836 (Conveyancing)

(We do not accept service of Court Documents by fax)

Email: mail@legal21.com.sg

Your Ref : --

Our Ref : 2005002347PE.hi

Writer's email:

patrick@legal21.com.sg

23 March 2005

BY FAX & POST

(Fax No. 6538 5559)

Total : 02 page(s) including this page

Jeffrey Soh & Co

408 North Bridge Road #03-01

Lubritrade Building

Singapore 188725

Attn : Mr Jeffrey Soh

Dear Sirs

EMPLOYMENT DISPUTE

We refer to the above matter.

We are instructed that your clients require an undertaking from our client that she will not at any time from the date of the termination of her appointment do any act or thing which will be defamatory or slanderous of your clients.

In that regard, our client instructs that she is prepared to give your clients a written undertaking to the effect that in the event our client is found guilty in a court of law in Singapore of having defamed or slandered your clients, she will agree to pay your clients a sum of \$50,000, which is equivalent to the agreed severance package referred to in our letter of 22 March 2005, as agreed liquidated damages. Provided Always your clients give to our client a cross written undertaking not do any act or thing which will be defamatory or slanderous of our client, and if so, our client will be entitled to agreed liquidated damages from your clients in the sum of \$50,000 over and above her severance package.

Our client further instructs that she requires a letter from your clients stating that during the entire tenure of her employment with your client, her conduct has been above board and ethical and that she has no knowledge of and has in no way directly or indirectly been involved in any alleged wrongdoings by your clients.

Kindly confirm.

Yours faithfully


Patrick Ee
Legal21 LLC

Cc Client

[I:/2005/2347/jeffreysoh.letter]

• Company Reg No. 200206015K •

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Jeffrey Soh & Company**Advocates & Solicitors**

408 North Bridge Road #03-01 Lubitrade Building Singapore 188725 Tel : 6538 5551 Fax : 6538 5559
(FAX NOT FOR SERVICE OF COURT DOCUMENTS)

Your Ref : 2005002347PE.hl

Our Ref : JS/05/G3313

Date : 31 March 2005

Messrs Legal21 LLC
No. 4 Robinson Road
#10-01
Singapore 048543

BY FAX & POST
Fax No. 65324800

Dear Sirs

**SEVERANCE AGREEMENT BETWEEN
XL RESULTS FOUNDATION PTE LTD AND LINDA RUCK**

We refer to the above and our letter dated 29 March 2005

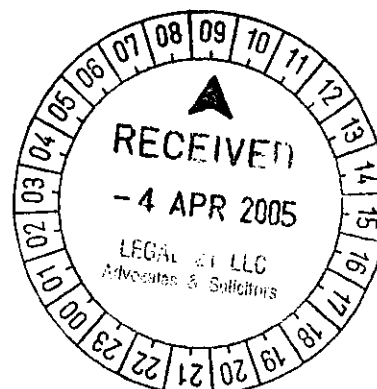
Kindly be advised that a fresh cheque for \$10,000.00 has already been issued by our clients in your client's favour.

We enclose a copy of the supplementary agreement for your client's immediate execution and return to us in exchange for the said cheque.

Yours faithfully



enc.
c.c. Client



Jeffrey Soh & Company**Advocates & Solicitors**

408 North Bridge Road #03-01 Lubritrade Building Singapore 188725 Tel : 6538 5551 Fax : 6538 5559
(FAX NOT FOR SERVICE OF COURT DOCUMENTS)

Your Ref : 2005002347PE.hi

Our Ref : JS/05/G3313

Date : 4 April 2005

Messrs Legal21 LLC
No. 4 Robsinson Road
#10-01
Singapore 048543

BY FAX & POST
Fax No. 65324800

Dear Sirs

**SEVERANCE AGREEMENT BETWEEN
XL RESULTS FOUNDATION PTE LTD AND LINDA RUCK**

We refer to the above matter.

We have our clients' cheque for \$10,000.00 issued in your client's favour.

Kindly let us know when we can exchange the cheque for the supplementary agreement.

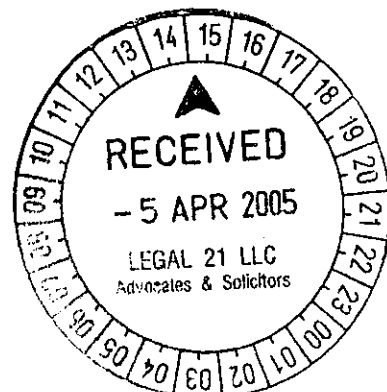
We also refer to your fax dated 4 April 2005.

As requested, we forward herewith a copy of the agreement dated 1st February 2005.

Yours faithfully



enc.



Jeffrey Soh & Company**Advocates & Solicitors**

408 North Bridge Road #03-01 Lubritrade Building Singapore 188725 Tel : 6538 5551 Fax : 6538 5559
(FAX NOT FOR SERVICE OF COURT DOCUMENTS)

Your Ref : 2005002347PE.hl

Our Ref : JS/05/G3313

Date : 15 April 2005

Messrs Legal21 LLC
No. 4 Robsinson Road
#10-01
Singapore 048543

BY HAND

Dear Sirs

**SEVERANCE AGREEMENT BETWEEN
XL RESULTS FOUNDATION PTE LTD AND LINDA RUCK**

We refer to the above matter and your letter of even date.

We forward herewith our clients' cheque for \$10,000.00 (UOB 623299), issued in your client's favour, in exchange for the supplementary agreement.

Kindly acknowledge receipt.

Yours faithfully



enc.

Legal21LLC

Advocates & Solicitors
(Incorporated with limited liability)
Commissioner for Oaths

Directors: Nicholas Loh, Joshua Chai, Patrick Ee, Christopher Yong

No. 4 Robinson Road, #10-01, Singapore 048543

Tel: (65) 6533 7800

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(We do not accept service of Court Documents by fax)

Email: mail@legal21.com.sg

15

Your Ref : --

Our Ref : 2005002347PE.hi

Writer's email:

patrick@legal21.com.sg

15 April 2005

BY FAX & HAND

(Fax No. 6538 5559)

Total : 03 page(s) including this page

Jeffrey Soh & Co

408 North Bridge Road #03-01

Lubritrade Building

Singapore 188725

Attn : Mr Jeffrey Soh

Dear Sirs

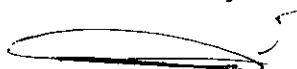
EMPLOYMENT DISPUTE

We refer to the above matter and return herewith the Supplementary Agreement duly signed by our client for your onward transmission.

Please let us have a copy of the duly executed Supplementary Agreement in due course.

In exchange, please let us have your clients' cheque for \$10,000.00 issued in our client's favour.

Yours faithfully



Patrick Ee
Legal21 LLC

Enc

[I:/2005/2347/jeffreysoh.letter6]

Acknowledge receipt of the letter and its
enclosures returned to therein by/on behalf of:

Dr Jeffrey Soh & Company
15/4/05 6pm

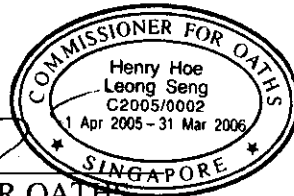
• Company Reg No. 200206015K •

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This is the exhibit marked "LIR-3" referred to in the Affidavit of **LINDA IRENE RUCK** and ~~affirmed~~ sworn on this 29th day of AUGUST 2005

Before me




A COMMISSIONER FOR OATHS



31st March 2005

LETTER OF RECOMMENDATION

To whom it may concern,

Linda has been with XL Results Foundation since April 2002. She quickly rose up through the company from journalist to Editor-in-Chief of XL Magazine – a position she has now held for 12 months. In this role she has been responsible for the overall editorial, production, circulation and sales of the magazine, and travelled extensively across Asia Pacific interviewing high-profile leaders and entrepreneurs as well as writing the main articles on charitable programs around the region.

XL Magazine is the world's first magazine dedicated to Social Enterprise, and Linda has brought her own character and style to bear from the first issue. She is an extremely talented individual who has the ability to find great stories and open doors – meeting and featuring Singapore's founder, Lee Kuan Yew, in a recent issue of the magazine is a good example of this. As an editor, Linda is also very able in meeting deadlines and ensuring a high level of quality in both editorial and design.

In addition to her role as Editor-in-Chief of XL Magazine, Linda has also held the role of General Manager of XL Results Foundation, an entrepreneur network that spans 10 countries around Asia Pacific. In this role, Linda has shown a talent at managing an international team and delivering a high level of service to our membership base.

Linda is one of the most dynamic and resourceful managers I have had the opportunity to work with, and she will be missed.

She comes with my highest recommendation.

Yours faithfully,

Roger Hamilton

Chairman, XL Results Foundation Pte Ltd
Publisher, XL Magazine

This is the exhibit marked "LIR-4" referred to in the Affidavit of **LINDA IRENE RUCK** and ~~affirmed~~ / sworn on this 29th day of AUGUST 2005

Before me


A COMMISSIONER FOR OATHS



Legal21LLC

Advocates & Solicitors
(Incorporated with limited liability)
Commissioner for Oaths

Directors: Nicholas Loh, Joshua Chai, Patrick Ee, Christopher Yong

No. 4 Robinson Road, #10-01, Singapore 048543

Tel: (65) 6533 7800

Fax: (65) 6532 4800 (Litigation / Corporate)

(65) 6536 5836 (Conveyancing)

(We do not accept service of Court Documents by fax)

Email: mail@legal21.com.sg

19

Your Ref : JS/05/G3313

Our Ref : 2005002347PE.hl

Writer's email:

patrick@legal21.com.sg

2 June 2005

BY FAX & POST

(Fax No. 6538 5559)

Total : 01 page(s) including this page

Jeffrey Soh & Co

408 North Bridge Road #03-01
Lubritrade Building
Singapore 188725

Attn : Mr Jeffrey Soh

Dear Sirs

EMPLOYMENT DISPUTE NOTICE OF DISHONOUR OF CHEQUE

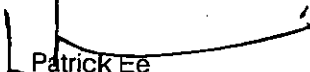
We refer to the above matter.

WE HEREBY GIVE YOU NOTICE that a cheque dated 31 May 2005 drawn by your clients on the United Overseas Bank Limited, for the sum of **S\$10,000.00** payable to our client has been dishonoured by non-payment and/or non-acceptance on 1 June 2005 and that your clients are held responsible there for.

We hereby **DEMAND** that you pay the sum of **S\$10,000.00** in cash in place of the said dishonoured cheque to be received by us by 4.00 p.m. on 3 June 2005, failing which, we shall proceed as we deem fit.

Please let us know whether you have instructions to accept service of process on your clients' behalf.

Yours faithfully


Patrick Ee
Legal21 LLC

Cc Client

[I:/2005/2347/jeffreysoh.letter9]

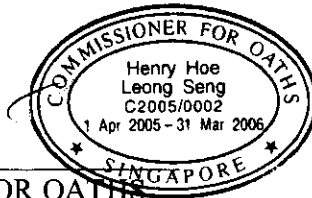
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This is the exhibit marked "LIR-5" referred to in the Affidavit of **LINDA IRENE RUCK** and ~~affirmed~~/ sworn on this 21st day of ~~August~~ 2005

Before me




A COMMISSIONER FOR OATHS

DREW & NAPIER LLC

Advocates & Solicitors • Trademark & Patent Agents

21

18 May 2005

20 Raffles Place #17-00
Ocean Towers
Singapore 048620
ROC No. 200102509E

PRIVATE & CONFIDENTIAL!

By AR Registered Mail & Hand Only

Ms Linda Ruck
Blk 310 River Valley Road
#B1-04
Villa Royale
Singapore 238351

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T + 65 6535 0733
+ 65 9726 0573 (After Hours)
F + 65 6532 7149
+ 65 6535 4906
E wilson.wong@drewnapier.com
www.drewnapier.com
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COURT DOCUMENTS BY FAX*

OUR REF WWCS/269049
YOUR REF

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you should not copy it or use it for any purpose, or disclose its contents to any other person.*

Dear Sirs

CLAIMS BY XL RESULTS FOUNDATION PTE LTD

1. We act for XL Results Foundation Pte Ltd ("the Company") and Mr Roger Hamilton, the Chairman of the Company.

Failure To Return Company Property

2. We are instructed that you are a former employee of the Company. During your employment, you were issued with an Acer Laptop for the purposes of your work. In addition, we are further instructed that you had on or about 16 March 2005, taken a Sharp Laptop from the Company's premises.
3. We are instructed that our clients terminated your employment with the Company with effect from 31 March 2005 in accordance with the severance agreement dated 1 February 2005 ("Severance Agreement") entered into between you and the Company.
4. Upon cessation of your employment, you are no longer entitled to keep in your possession both the Acer Laptop and the Sharp Laptop (collectively "the Laptops"). However, despite the termination of your employment, and our clients' repeated demands for the return of the Laptops, you have to date failed, refused, and/or neglected to do so.
5. In the circumstances, our clients have lodged a police report against you in this regard.
6. We are further instructed to and do hereby GIVE YOU NOTICE and DEMAND that you return the Laptops to our clients by 3.00 pm on Friday, 20 May 2005, failing which, it shall be deemed that you intend to wrongfully convert the Laptops, which are the Company's property, to your own use.
7. In that event, our clients will take all necessary steps to protect and/or enforce their legal rights without further reference.

.../2

Ms Linda Ruck
18 May 2005
Page 2

False & Baseless Allegations Published To XL Life Members

8. We are further instructed that you had also on various occasions made and/or published false and/or baseless allegations ("Allegations") against our clients to various customers of the Company ("Life Members"). The Allegations disparaged our clients' reputation, integrity and/or character.
9. Our clients take an extremely serious view against such malicious acts, which are aimed at injuring our clients' reputation and goodwill. In addition, your actions constitute a flagrant breach of Clause 8 of the Severance Agreement.
10. We are therefore instructed to and do hereby GIVE YOU NOTICE and DEMAND that you immediately cease and desist from making, publishing and/or repeating any further allegations against our clients.
- De 11. All our clients' rights, including their right to commence legal proceedings in respect of your publication of the Allegations, are expressly reserved.

Disparaging Email Sent Through Yahoo Account

12. Further, we are instructed to give you notice that our clients have been informed by various Life Members that they are in receipt of various email ("Defamatory Email") sent from Yahoo! Accounts, which contain allegations, including but not limited to allegations that are similar to and/or same as the Allegations, that are false and/or defamatory of our clients.
13. Similarly, our clients take an extremely serious view in respect of this issue and have taken steps to ascertain and/or verify the identity of the author(s) of the Defamatory Email, and the identities of the account holders of the Yahoo! Accounts used to send out the Defamatory Email.
14. All our clients' rights in respect of this issue are expressly reserved.

Termination Of Mobile Phone Services & Employment Pass

15. Finally, we are instructed to put you on notice that following the termination of your employment, our clients have taken steps to terminate the following with immediate effect:-
 - (a) the mobile phone service provided and/or subscribed by our clients for the purposes of your employment, and which is still currently being utilised by you; and
 - (b) your employment pass which was applied for by our clients and granted to you for the purposes of your employment with the Company.
16. For the avoidance of doubt, nothing herein shall be construed as a waiver of any of our clients' rights, which are expressly reserved.

Yours faithfully


Drew & Napier LLC

cc. clients

Your Ref : WWCS/269049

Our Ref : 2005002347PE.hl

Writer's email:

patrick@legal21.com.sg

24 May 2005

BY FAX & POST

(Fax No. 6532 7149)

Total : 01 page(s) including this page

Drew & Napier LLC
20 Raffles Place #17-00
Ocean Towers
Singapore 048620

Dear Sirs

CLAIMS BY XL RESULTS FOUNDATION PTE LTD

We act for Ms Linda Ruck and are in receipt of your letter dated 18 May 2005 addressed to our client. Our instructions are to reply to your client's allegations raised in the said letter as follows:

Alleged Failure to Return Company Property

1. With respect to the Acer Laptop, your client's Mr Roger Hamilton as well as several of your client's staff were aware that the Acer Laptop had been discovered stolen from your client's office premises on or around February 2005. Our client has forwarded to us relevant emails as well as names of your client's staff in support of this. It is now mischievous of your client to suggest that our client is still keeping the Acer Laptop.
2. With respect to the Sharp Laptop, our client had retained the same with the consent and knowledge of your client's Mr Hamilton in order to fulfill her contracted obligation to your clients to complete the April 2005 issue of XL Magazine from her home. Our client has also forwarded to us relevant emails in support of this. Our client will return the Sharp Laptop to your clients on or before 5.00 pm on Wednesday 25 March 2005.
3. Under the circumstances, we hereby DEMAND that your clients immediately withdraw the police reports lodged against our client.
4. All our client's rights are expressly reserved in respect of any false and/or misleading police reports lodged by your clients.

Alleged False and Baseless Allegations Published to XL Life Members

1. We note that your clients have failed to furnish particulars of alleged "Allegations" made and/or published by our client. Your client's bare allegation is therefore baseless and without merit. Our client denies making any alleged "Allegations" against your clients or that she has breached clause 8 of the Severance Agreement and puts your clients to strict proof thereof.
2. Our client will wholly resist any unilateral act by your clients in pursuit of any alleged breach by our client of the Severance Agreement.

Date: May 24, 2005
To: Drew & Napier LLC

Alleged Disparaging Email Sent Through Yahoo Account

1. We again note your clients' failure to furnish particulars of such alleged "Defamatory Email". Our client denies she has sent any "Defamatory Email" to your clients and puts your clients to strict proof thereof. She refutes your clients' suggestion that she authored and/or sent emails of a defamatory nature to your clients.
2. Our client takes a similarly serious view of false and misleading allegations made by your clients against her and will not hesitate to commence legal proceedings against your client as she deems appropriate.

Termination of Mobile Phone Services & Employment Pass

1. Paragraph 15 of your said letter is noted.

Yours faithfully


Patrick Ee
Legal21 LLC

Cc Client

[I:/2005/2347drew & napier.letter]

DREW & NAPIER LLC

Advocates & Solicitors • Trademark & Patent Agents

25

22 June 2005

By Fax Only

Fax No.: 6532 4800

M/s Legal 21 LLC
4 Robinson Road, #10-01
Singapore 048543

Attention: Mr Patrick Ee/ Mr Joshua Chai

20 Raffles Place #17-00
Ocean Towers
Singapore 048620
ROC No. 200102509E

DID + 65 6531 2306
T + 65 6535 0733
+ 65 9726 0573 (After Hours)
F + 65 6532 7149
+ 65 6535 4906
E wilson.wong@drewnapier.com
www.drewnapier.com

**WE DO NOT ACCEPT SERVICE OF
COURT DOCUMENTS BY FAX**

OUR REF WWCS/b1/269049
YOUR REF 2005002347JC.H

This document is confidential and may be privileged. If you are not the intended recipient, please notify us immediately; you should not copy it or use it for any purpose, or disclose its contents to any other person.

Dear Sirs

**EMPLOYMENT DISPUTE
NOTICE OF DISHONOUR OF CHEQUE**

1. We refer to your letter of 2 June 2005 and 17 June 2005.
2. We are instructed that by way of an agreement dated 1 February 2005 ("the Agreement"), our clients arrived at a severance pay package agreement with your client, *inter alia*, on the following terms:-
 - (a) our clients shall pay your client the sum of S\$40,000 in 4 equal instalments of S\$10,000 each on the last day of each month commencing from 28 February 2005;
 - (b) your client shall complete the March/April 2005 edition of the XL Magazine, and shall thereafter leave our clients' employ on 31 March 2005 unless both parties agree to an earlier termination date;
 - (c) both parties shall keep the conditions of the Agreement, your client's history within the company and all information related to your client's history, including financial details and company information confidential. Both parties further agree not to discuss or disclose any information which could be deemed detrimental, negative or harmful of our clients' Mr Roger Hamilton and/or your client.
3. By way of a supplemental agreement ("Supplemental Agreement") entered into between parties, it was further agreed, *inter alia*, as follows:-
 - (a) in the event either party breaches the term set out in 2(c) above, the non-defaulting party shall be at liberty to claim against the party in breach liquidated damages in the sum of S\$50,000; and
 - (b) in the event either party breaches the term set out in 2(c) above, all obligations of the non-defaulting party under the Agreement which has yet to be performed shall forthwith cease.
4. We are instructed that your client had, in breach of her obligations under the Agreement and Supplemental Agreement (in particular, the term set out in 2(c) above), published and/or disclosed to various third parties, *inter alia*, company information, our clients' financial details, and words and/or information that are detrimental and/or harmful of our clients and our clients' Mr Roger Hamilton.

...2/-

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M/s Legal 21 LLC

22 June 2005

Page 2

5. Specifically, your client had in or around end February 2005 to Mid March 2005 published to various of our clients' customers and/or members the following allegations:-

- (a) that she had been shown our clients' accounts and noted that there was no value in the company, and that our clients will soon collapse and/or fall apart;
- (b) our clients and our clients' Mr Roger Hamilton has cheated their customers and/or members of their membership fees and money for, and/or to further, their own purposes; and
- (c) that a substantial number of our clients' customers and/or members are suing our clients and/or our clients' Mr Roger Hamilton to recover their monies.

6. In light of the above circumstances, and pursuant to the Supplemental Agreement, our clients are no longer obliged to honour any of their obligations under the Agreement, including but not limited to, making payment in accordance with the instalment plan set out in 2(a) above.

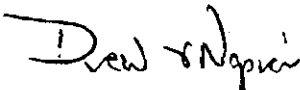
7. Our clients therefore deny that they are liable to your client for the sum of S\$10,000, and will not be making payment of the same as demanded in your letter of 2 June 2005. In the event your client persists on proceeding with her unmeritorious claim, we have our clients' strict instructions to defend the same vigorously, and to accept service of process on their behalf.

8. In addition and contrary to your client's allegations, it is your client who is liable to our clients for the sum of S\$50,000 as a result of your client's breach of the Agreement and Supplemental Agreement.

9. We are instructed to and **DO HEREBY DEMAND** that your client make payment of the sum of S\$50,000 to our clients directly or to us as their solicitors within **fourteen (14) days** from the date of the letter herein, failing which our clients shall take all necessary steps to protect and/or enforce their rights against your client without further reference.

10. Meanwhile, all our clients' rights are expressly reserved.

Yours faithfully


Drew & Napier LLC

cc. clients

Legal21LLC

Advocates & Solicitors
(Incorporated with limited liability)

Commissioner for Oaths
• Reg. No. 200206015K •

4 Robinson Road, #10-01, Singapore 048543. Tel: 6533-7800 Fax: 6532-4800 Email: mail@legal21.com.sg

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FACSIMILE

TO: Mr Wilson Wong	FROM: Mr Joshua Chai
COMPANY: Drew & Napier LLC	DATE: 27.06.2005
FAX NUMBER: 6532 7149	TOTAL NO. OF PAGES INCLUDING COVER: 01
YOUR REFERENCE NUMBER: WWCS/bl/269049	SENDER'S REFERENCE NUMBER: 2005002347JC
RE: EMPLOYMENT DISPUTE NOTICE OF DISHONOUR OF CHEQUE	

Dear Sirs

We refer to your telefax dated 22 June 2005.

Our client categorically denies all allegations in your telefax dated 22 June 2005 and puts your clients to strict proof to each and every allegation made. Our client instructs that the allegations are old allegations and are baseless and they have all been addressed earlier. Our client is of the view that your clients' allegations are a mere attempt not to honour the payment previously agreed upon.

As you are fully aware, your clients have no defence to the cheque that was dishonoured.

Please ask your clients to let us have full payment of S\$10,000.00 by way of a cashier's order in favour of "Legal21 LLC" by 29 June 2005 latest, failing which, a Writ of Summons will be issued against your clients for full recovery. In that event, your clients will be liable for costs of the action.

We confirm that you have instructions to accept service of process on your clients' behalf.

All our client's rights are expressly reserved.

Yours faithfully


Joshua Chai
Legal21 LLC

cc. client

CONFIDENTIAL NOTICE: This fax (and any attachments) is confidential and may be privileged. It may be read, copied and used only by the intended recipients, and must not be re-transmitted in an amended form without our consent. If you have received it in error, please notify us immediately. Please then destroy it and do not disclose its contents to anyone.

DREW & NAPIER LLC

Advocates & Solicitors - Trademark & Patent Agents

28

30 June 2005

20 Raffles Place #17-00
Ocean Towers
Singapore 048620
ROC No. 200102509E

BY FAX ONLY:
Fax No: 6532 4800

Legal 21 LLC
4 Robinson Road, #10-01,
Singapore 048543

DID + 65 6531 2306
T + 65 6535 0733
+ 65 9726 0573 (After Hours)
F + 65 6532 7149
+ 65 6535 4906

Attention: Mr Joshua Chai

E wilson.wong@drewnapier.com
www.drcwnapier.com

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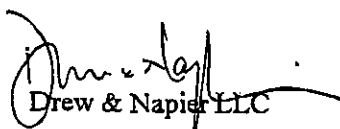
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Dear Sirs

EMPLOYMENT DISPUTE NOTICE OF DISHONoured CHEQUE

1. We refer to your letter dated 27 June 2005.
2. Our clients deny all allegations made in the above letter. As stated in our earlier letter, your client's allegations are baseless and/or misconceived. Be that as it may, our clients have no wish to litigate by way of correspondence. In the circumstances, we shall not be responding to the allegations in your letter presently, but reserve the right to do so at the appropriate time before the appropriate forum.
3. In any event, our clients note that your client has breached her obligations under the Severance Agreement dated 1 February 2005, and is therefore liable to our clients for the said breach.
4. Should your client decide to proceed with her unmeritorious claim, we have strict instructions to resist your client's claim vigorously. In that event, our client shall also look to your client for cost. Further, our clients also reserve their right to claim against your client for her breaches.
5. For the avoidance of doubt, nothing herein shall be construed as an admission of liability on our clients' part and/or a waiver of any our clients' rights, which are expressly reserved.

Yours faithfully


Drew & Napier LLC
cc. clients

This is the exhibit marked "LIR-6" referred to in the Affidavit of **LINDA IRENE RUCK** and ~~affirmed~~ / sworn on this *29th* day of *August* 2005

Before me


A COMMISSIONER FOR OATHS



Legal21LLC

Advocates & Solicitors
(Incorporated with limited liability)

Commissioner for Oaths
• Reg. No. 200206015K •

4 Robinson Road, #10-01, Singapore 048543. Tel: 6533-7800 Fax: 6532-4800 Email: mail@legal21.com.sg

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Joshua Chai
Legal21 LLC

cc. client

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IN THE SUBORDINATE COURTS OF THE
REPUBLIC OF SINGAPORE

MC15447/2005/G

Between

LINDA IRENE RUCK
(Australia) Passport No.: E7081714

...Plaintiff(s)

And

XL RESULTS FOUNDATION PTE LTD
RC No.: 200107729C

...Defendant(s)

AFFIDAVIT

CHAI KOK KEONG JOSHUA
LEGAL21 LLC
NO. 4 ROBINSON ROAD
#10-01
SINGAPORE 048543
TEL:65337800
FAX:06565324800
Ref: 2005002499JC.HL

Filed this 29th day of August 2005

This document was served on us,
on 31/8/05 at 12.05 a.m./p.m.

Drew & Napier LLC *DN*