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ROYAL CAYMAN ISLANDS POLICE

STATEMENT OF: *Mr. Brian Francis Wight*

WHERE TAKEN: *Financial Crime Unit*

DATE: *13th December 2010*

NATIONALITY: *Caymanian*

DATE OF BIRTH: *4th March 1957*

OCCUPATION: *Real Estate Broker*

HOME ADDRESS: *# 23 Mary Read Crescent, PO Box 855 Grand Cayman KY1-1103*

BUSINESS ADDRESS: *As above*

TEL. NOS./HOME/BUSINESS: *949-2504 (h) 916-0619 ©*

NATIVE TONGUE OR DIALECT: *English*

This statement consisting of 6 pages each signed by me, is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

Dated the 14th December 2010

(Signed)

I currently reside at the address known to the police. I was born in Jamaica and have lived in the Cayman Islands since the age of four. I have for many years been in business as a real estate broker and I am a registered member of the Cayman Islands Real Estate Brokers Association (CIREBA). I have acted as a broker in relation to a number of large property deals on the island.

On real estate transactions I am involved with, the usual practice is for the vendor to be responsible for the real estate broker's commission unless otherwise agreed. The standard CIREBA contract provides for the vendor/seller to pay commission on a real estate transaction. Buyer's agents can exist but are uncommon in the Cayman Islands. Someone who is contractually retained by a purchaser would be expected to disclose this information to me in order that there be no conflict of interest with respect to the payment of

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commission. The purchaser would therefore be expected to negotiate their own deal with the person contracted with (Agent).

The commission rates used by CIREBA apply to real estate brokers who are retained by vendors and not those retained by potential purchasers.

Through my line of business I came to meet Mr. Ronald Zimmer, popularly known as "Ron". He was a contractor many years ago and I met him during the course of being employed in trying to sell one of his properties. I recall that Ron owned a construction company, the name of which escapes me.

We subsequently became friends and maintained polite contact from time to time but never went beyond social contact. It is fair to say that I've known Ron for over fifteen years and to my knowledge we have never had any issues. I found him to be a straightforward type of person who I knew to be deeply religious and actively engaged in a church that he had founded, located in West Bay.

In or about the ending of 2002 or early 2003, I was approached by Ron who asked me for assistance in a deal that he was engaged in pursuing which involved the sale of parcels of land north of Salt Creek on the North Sound known as Vista Norte. He explained that efforts by himself and an interested investor who wanted to purchase the plots of land which were up for sale was not progressing as they wanted it to. I knew at the time that the plots of land referred to belonged to a friend of mine by the name of Mr. Guillermo Freytag popularly known as "Gil".

Gil was someone I had known for close to ten years and was a good friend of mine, something that Ron was aware of. This was the reason why he approached me with regard to this deal. Ron explained that he had approached Gil and agreed a price of US\$28.5M for the plots of land. The original asking price was US\$30M and they negotiated the exclusion of a commission which would have been 5% of the asking price (US\$1.5M).

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Ron proposed that he would pay me a fee of US\$10,000.00 to facilitate a breakthrough with the sale which had reached a stalemate. He explained that he could only pay me US\$10,000 because of the absence of a commission. I agreed to do it primarily because of the disclosure of an investor with whom I could benefit from the possibility of future business. At the time Ron did not disclose to me who this investor was and gave me the impression that he wanted to keep this information close to himself really with a view to preventing anyone poaching on his investment interest which is something I totally understood.

I subsequently telephoned Gil and explained that I had a customer who was interested in purchasing his property. I told him who it was and that I knew that there had been some communication between them before and that negotiations had stalled. I also advised Gil that Mr. Zimmer had offered to pay me a US\$10,000 fee for my input in facilitating the resumption of negotiations. This fee was because there was no commission from the sale.

Gil confirmed that the negotiations had stalled because Ron refused to disclose to him who it was that was offering to purchase the plots of land. I was subsequently able to communicate this with Ron encouraging him to disclose the details of the investor in order for the negotiations to progress. It was then that Ron disclosed to me who this investor was. I then knew the investor to be a Mr. Stanley Thomas, an American businessman, a successful property developer.

I then disclosed this information to Gil who subsequently carried out his own enquiries into who Mr. Thomas was, as I did. We both were able to confirm that Mr. Thomas was indeed a successful property developer who was located in the United States and whose credentials seemed quite impressive. This information put Gil at ease who now seemed ready to move the negotiations forward.

During the process Gil made it known to me that two other parties had expressed an interest in purchasing the property. I knew of Gil's efforts to have the property re-zoned from being a residential/agricultural to a hotel/tourism zoning. The reason for this was to increase the value of the sale as any owner of the land would be in a position to do more by way of development. It is important to explain that this process had commenced sometime before

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Mr. Thomas had expressed an interest in acquiring the property. Hence, the property in question was always sold as being one that would be zoned for hotel/tourism.

So, Gil was actively engaged in pursuing the zone change and did so by employing the services of a team of experts who would have made the required applications to the relevant bodies.

I had spoken to Mr. Thomas on a number of occasions where I explained the process to him and continued to assure him of my efforts to completing the sale. The night before the signing of the contracts I met with Mr. Thomas for the first time. This was an unexpected visit to my home address where Ron brought Mr. Thomas to meet with me. During this meeting Mr. Thomas appeared to have been seeking some satisfaction that the transaction he was about to commit to, was a good commercial purchase and the price that he was asked to pay was worth it.

I explained the comparables in an effort to assure him that in my view the purchase would have been a good investment. Mr. Thomas was aware that the rezoning of the property was in progress and in this particular meeting we did not have much of a discussion on that particular issue primarily because I had up until this point kept him apprised of the developments which at this point the re-zoning issue in our minds would have been a formality as all the stages of the application had been completed.

The following day Mr. Thomas attended his attorney's office, Mr. George Giglioli, Kirk House, Georgetown and I was made to understand later that the contract was signed with a deposit for US\$1.5M. The terms of the Vista Norte purchase agreement required Mr. Thomas to pay two deposits totaling US\$4.5M (US\$1.5M & US\$3M).

The same afternoon whilst speaking to Ron on the phone, he described how he saw Mr. Giglioli running through town to deliver the signed contract and deposit to Gil's attorney's, Maple's and Calder. Upon hearing this we laughed and found it quite amusing. A few days later when speaking to Gil he explained that on the date the contract was signed he telephoned the broker of one of the interested purchasers and informed him that the contract had been signed and that the property was no longer available. The response to him was one of anger as he believed that his client had the deal.

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About a week later I received a call from Mr. Thomas who sounded upset and concerned as he explained that the re-zoning had been withdrawn from the agenda for the Executive Council, which is now known as the Cabinet. He didn't disclose to me where he had received this information from but wanted me to find out what had happened. I was surprised on hearing this because I was confident that the rezoning was now just a formality as the application process had reached its completion.

I promised to call Mr. Thomas back and immediately called Gil. After explaining to him what had happened he expressed shock and told me that he would try and find out what had happened. The next conversation I had with Mr. Thomas on the phone about this matter, he explained to me that "McKeeva", meaning Mr. McKeeva Bush leader of Government Business at that time, had been off island when the matter was to be on the agenda before the Executive Council and it had been withdrawn from the agenda and that he would put it back on as soon as he returned to the island. I can not say how Mr. Thomas received this information and I don't recall asking how he did at the time.

My recollection is that the rezoning process was already at the point of completion and that around the time of having this conversation with Mr. Thomas, what he shared with me was by way of information. I can not be sure of exact times due to the length of period that has elapsed, but I am sure of this conversation I had with Mr. Thomas and the explanation that he shared.

I subsequently found out that the land location was re-zoned as hotel/tourism; I can't say now how I found out. I know that Mr. Thomas is still the owner of the land today and still has the intention to develop the property as I currently maintain contact with him.

During my relationship with Mr. Thomas and Mr. Zimmer I formed the impression that both males were close friends and that Ron's involvement in the acquisition of property by Mr. Thomas was motivated by his friendship. Ron had stated to me on a number of occasions that his involvement with Mr. Thomas and his business interests on the island was done as a friend and that he was not receiving anything from the deals. Hence it came as a total surprise to me to subsequently understand that Mr. Thomas and Ron had a falling out over their business relationship which ended up resulting in a civil action being brought by Mr. Thomas against Ron which is now settled.

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The truth is, my relationship with Mr. Ron Zimmer has never been the same, as he has shown himself in a different light which has been disappointing to me. I have been particularly influenced by the information that came out of the civil action where Mr. Zimmer made assertions which I know not to be true.

In closing, I'd like to state that towards the end of 2004 early 2005 I received a phone call on my cell phone from the then leader of government business, the Hon McKeeva Bush. I am still in possession of this number which heads this statement. I can not say whether Mr. Bush still has the number he used to call me. He indicated that money was owed to him by Mr. Stan Thomas, I don't recall him disclosing a figure or for what reason. He came across as being quite anxious for a response and I suspect that he called me because he was aware that I had been in contact with Mr. Thomas. I wasn't aware at that time whether Mr. Bush had made any other effort to contact Mr. Thomas. Receiving this cold call from Mr. Bush where he disclosed his relationship with Mr. Thomas came as a surprise too me.

I did however indicate in some form that I would relay the information and get back to him on his personal cell phone which he used to call me from. I called Mr. Thomas almost immediately and informed of the call that I had received. He indicated that he was aware that Mr. Bush had been trying to reach him and that he couldn't meet his request and that he was to communicate with his lawyer. I understood this to mean that Mr. Thomas was unwilling to pay the amount requested more out of principal than an ability to do so.

I continued to receive further calls from Mr. Bush numbering between 5-10 calls, all on the same subject of money owed to him. Following all of these calls I continued to inform Mr. Thomas who maintained his instructions for Mr. Bush to communicate with his lawyer. I passed all of the messages to Mr. Bush who by telling from his tone didn't appear pleased but accepted the messages.

Sometime later, possibly 2006, I learnt from Mr. Thomas that the amount in question that Mr. Bush was seeking was US\$375,000. To my knowledge, to this day that amount has not been paid.

Since the re-election of Mr. Mckeewa Bush as premier of the Cayman Islands Mr. Thomas has expressed to me concern about his ability to operate his business on the island due to

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their previous contact. I have made this statement to the best of my knowledge and recollection bearing in mind the length of time that has passed. I am willing to attend court and give evidence if required to do so.

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