

MILAN COURT



Preliminary Investigations Magistrate Section

No. 54772/13 General Criminal Records Registry
No. 4383/14 General Register of Preliminary Investigations Magistrates

THE MAGISTRATE FOR THE PRELIMINARY INVESTIGATIONS

Following the preliminary hearing relating to:

1) **Paolo SCARONI**, born in Vicenza on 28/11/1946, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Enrico DE CASTIGLIONE of the Milan Court**

2) **Claudio DESCALZI**, born in Milan on 27/02/1955, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Paola SEVERINO of the Rome Court**

3) **Roberto CASULA**, born in Cagliari on 22/05/1962, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Guido Carlo ALLEVA of the Milan Court**

4) **Vincenzo ARMANNA**, born in Piazza Armerina on 27/02/1972, resident in Rome, Piazza Sabazio no. 15, address for service at his defence counsel's offices, **absent, previously present**

represented privately by **Avv. Fabrizio SIGGIA of the Rome Court**

5) **Ciro Antonio PAGANO**, born in Toronto (Canada) on 10/03/1962, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Federica RINALDINI of the Milan Court**

6) **Ednan Tofik Ogly AGAEV**, born in Baku (Russia) on 25/10/1956, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Francesco D'ALESSANDRO of the Castrovillari Court**

7) **Luigi BISIGNANI**, born in Milan on 18/10/1953, address for service at his defence counsel's offices, **present**

represented privately by **Avv. Fabio LATTANZI of the Rome Court**, and by **Avv. Massimo PELLICCIOTTA of the Milan Court**

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8) **Gianfranco FALCIONI**, born in Domodossola on 14/4/1945, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Gian Filippo SCHIAFFINO of the Milan Court**

9) **Dan ETETE**, born in Odi (Nigeria) on 10/1/1945, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Antonio SECCI of the Sassari Court**

10) **Malcolm BRINDED**, born in Bromley (United Kingdom) on 18/03/1953, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Marco CALLERI and Avv. Andrea ROSSETTI, both of the Milan Court**

11) **Guy Jonathan COLEGATE**, born in Canterbury (United Kingdom) on 28/08/1966, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Giuseppe BIANCHI of the Milan Court**

12) **John COPLESTON DE CARTERET**, born in Tidworth (United Kingdom) on 26/01/1952, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Giuseppe BIANCHI of the Milan Court**

13) **Peter ROBINSON**, born in Perth (Australia) on 26/10/1962, address for service at his defence counsel's offices, **absent**

represented privately by **Avv. Chiara PADOVANI of the Milan Court**

14) **ENI spa** – in the person of its pro tempore legal representative, **present**

represented privately by **Avv. Carlo Federico GROSSO of the Turin Court**, and by **Avv. Nerio DIODA of the Milan Court**

15) **Royal Dutch Shell PLC** – in the person of its pro tempore legal representative, **absent**

represented privately by **Avv. Bruno Lorenzo COVA of the Turin Court**, and by **Avv. Francesco MUCCIARELLI of the Milan Court**

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ACCUSED

of the administrative and other offences indicated below:

Scaroni, Descalzi, Casula, Armanna, Pagano, Falcioni, Bisignani, Agaev, Etete, Brinded, Colegate, Copleston and Robinson, as well as Di Nardo, Obi, Alhaji Abubaker Alyu, against whom separate proceedings are being conducted

1) the offence set out within **articles 110, 112 no. 1, 319, 321, 322 b subsection 2 no. 2, of the Criminal Code; arts. 3 and 4 of Law 146/2006**, in that

Scaroni, in his capacity as CEO and Executive Director of Eni,

- gave the go-ahead to Obi's intermediation, as proposed by Bisignani, and asked Descalzi to comply; he had direct contact with Bisignani;
- was constantly informed by Descalzi about the progress of negotiations and Etete's role, and approved the terms of the matter;
- met personally, together with Descalzi, with Nigerian President Goodluck Jonathan, during both the finalisation of agreements phase (13 August 2010) and the final phase, during an election rally in Nigeria on 22 February 2011;

Descalzi, in his capacity as Executive Director of Eni's Exploration & Production Division from July 2008,

- had personal contact with Emeka Obi and with Eni's operatives in Nigeria, Casula and Armanna, and was informed of the request for commissions;
- received instructions from Bisignani about action to take during negotiations;
- agreed a price for the deal with his opposite number Malcolm Brinded at Shell, namely the sum of 1.3 billion dollars, and subsequently, until the matter was concluded, co-ordinated the position of the two companies Eni and Shell with Brinded; he kept Scaroni constantly informed about the progress of negotiations and Etete's role;
- met, together with Scaroni, President Jonathan to settle the matter;

Casula, in his capacity as manager of Eni's operating and business activities in sub-Saharan Africa, based in Nigeria,

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- signed undertakings with Obi on behalf of NAE, and met with him constantly during the course of negotiations until it was time to draw up the “*resolution agreements*”;
- reported to Descalzi;
- had operational contact with his opposite number at Shell, Peter Robinson, and organised meetings with Shell managers at his own home in Nigeria to discuss the terms of the matter, and the payment of commissions to intermediaries and public officials;
- attended meetings held at the offices of the Attorney General in Abuja (Nigeria) between 18 and 25 November 2010, the Attorney General Adoke Bello and Alhaji Abubaker Alyiu being present, during which the financial conditions of the matter were agreed (1.3 billion);
- attended the subsequent meeting with Dan Etete in Milan on the night of 30 November to 1 December 2010, Obi and Agaev being present, to settle questions relating to commissions to Obi;
- prepared with Obi and Descalzi for the meeting on 13 August 2010 in Abuja with President Jonathan relating to the OPL245 deal, attending a subsequent meeting with Jonathan on 22 February 2011;
- co-ordinated with Armanna;
- oversaw the activities of Eni’s negotiating team, until the drafting of the texts for the “*resolution agreements*”;
- was informed about movements of money following the drawing up of the “*resolution agreements*”;

Armanna, in his capacity as senior advisor to NAOC (Nigerian Agip Oil Company) and Vice-President for Eni’s sub-Saharan upstream activities,

- had links from the start with Obi and Etete, and was fully aware of the destination of a large part of the sums paid by Eni to political sponsors of the operation and of agreements for the return of significant sums to managers of the companies Eni and Shell;
- informed Bisignani about the progress of negotiations, and received instructions on action to take;

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- met the Attorney General Muhammed Adoke Bello on further occasions, discussing with him the question of commissions to intermediaries;
- attended meetings held at the offices of the Attorney General between 18 and 25 November 2010, Attorney General Adoke and Alhaji Abubaker being present, during which the financial conditions of the matter were agreed (1.3 billion);
- received from Adoke, in December 2010, information on the negotiating schedule to be adopted by him, focused on an active role for the Nigerian government (FGN) which, on the basis of the agreements, would re-allocate the OPL245 licence to Eni and Shell, and receive payment of a “consideration” of €1,092,040,000, assigned to Etete;
- co-ordinated with Falcioni and Bajo Oyo a further transfer of money paid by Eni to the account of the Nigerian government at JP Morgan Chase London, and subsequently received from Baja Oyo the sum of €917,952 on the pretext of an “Armana inheritance”;

Pagano, in his capacity as managing director of NAE,

- signed, on behalf of NAE, the offer presented on 30 October 2010 to Raffeisen bank, Obi’s advisor, for the acquisition of Malabu’s “participating interest” in OPL245, in a context of the following payments: \$207,960,000 to the Nigerian government as a signature bonus, and \$1,053,000,000 directly to Malabu;
- attended meetings with Shell managers at Casula’s home in Nigeria to discuss the terms of the matter, and the payment of commissions to intermediaries and public officials;
- attended the meeting with President Jonathan on 22 February 2011;
- signed, on behalf of NAE, the FGN Resolution Agreement of 28 April 2011;

Obi, in his capacity as the owner of the company Energy Venture Partners (EVP),

- was given the task, by Etete, of finding a buyer for block 245, and agreed with Etete that the difference – the so-called “*excess price*” – between the sum that ENI/NAE undertook to pay, and the amount accepted by Etete would be retained by Obi, with the expectation that this excess price would be used for the remuneration of Obi himself and his sponsors Di Nardo and Bisignani, Eni and Shell managers, and Nigerian public officials, in particular the oil minister Diezani Alison Madueke;

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- signed a “*confidentiality agreement*” with NAE on 25/2/2010, on the basis of which Obi received de facto exclusivity with regard to dealing with Etete;
- operated in agreement with Ednan Agaev, who acted as an intermediary in close contact with Shell manager Peter Robinson, and with Guy Colegate and John Copleston – Shell advisors;
- met with Attorney General Adoke on several occasions, and also had links with him through people connected with him, notably Roland Ewubare and Oghogo Akpata; he also had links with Diezani Alison Madueke and with General Gusau;
- was in constant contact with Descalzi, Casula and Armanna, informing them about the progress of negotiations;
- maintained links with Bisignani and Scaroni, through Di Nardo;
- received from NAE the offer dated 30 October 2010 for the acquisition of 100% of Malabu’s “*participating interest*” in OPL245, and passed it on to Etete;
- attended the meeting with Etete in Milan during the night of 30 November to 1 December 2010, with Etete, Agaev and Casula present, to settle questions relating to commissions to EVP;
- continued to maintain contact with Descalzi and Casula until the time of adoption of the FGN Resolution Agreement;

Agaev, in his capacity as owner of the company International Legal Consulting (ILC), carrying out activities as an intermediary between Shell and Etete,

- was given the task, by Etete, of providing assistance for negotiations relating to the transfer of Malabu’s rights in OPL245, and agreed a “*success fee*” of 6% of the agreed price;
- met and discussed conditions for the relationship with Etete and Richard Granier Deferre, a trustee and a co-defendant with Etete;
- maintained constant links with Emeka Obi, agreeing with him the attitude to be taken towards the companies Eni and Shell;

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- met with Peter Robinson of Shell on several occasions, as well as with John Copleston and Guy Colegate, individuals previously employed by MI6, and subsequently taken on by Shell as Senior Business Advisor and Strategic Investment Advisor;
- met with the National Security Advisor, General Aliyu Gusau, on several occasions, obtaining from him information on President Jonathan's financial expectations and those of other members of the government; he put Gusau in contact with Obi around the time of the visit by Scaroni and Descalzi to President Jonathan in August 2010;
- attended the meeting with Etete in Milan during the night of 30 November to 1 December 2010, with Obi and Agaev present, to settle questions relating to commissions to Obi (EVP);
- maintained links with Etete until the conclusion of the operation and afterwards;

Di Nardo

- suggested intermediation by Emeka Obi for the acquisition of OPL245, and maintained constant contact with him;
- operated as a link-person between Obi and Eni managers, through Bisignani;

Bisignani

- presented to Scaroni the possibility of bringing the OPL245 matter to a successful conclusion through Obi's intermediation, receiving the go-ahead from Scaroni;
- met with Claudio Descalzi at Scaroni's house, confirming the need for Obi's intermediation, taking into account the latter's links with Nigerian government circles;
- met with Armana, making the case for Obi to him;
- discussing the progress of negotiations with Descalzi, and providing instructions on action to take;
- maintaining constant contact with both Scaroni and Descalzi during the settlement phase of the agreement on financial conditions for the matter (1.3 billion) in November 2010;

Falcioni

- accepting the task, during the final phase of the matter, of distributing the money paid by Eni for the OPL245, and to this end forming the company Petrol Service

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and opening bank account A209798 in the name of Petrol Service CO. LP at BSI Lugano, into which the sum of \$1,092,040,000 was transferred on 31/5/2011 (the sum was returned a few days later by the bank BSI di Lugano to JP Morgan Chase of London for “*compliance*” reasons);

- maintained contact and drew up written agreements with Bajo Oyo for the return of part (\$50 million) of the sum paid by Eni, and informed Armana of the links with Baja Oyo in place;

Etete, in his capacity as representative of the company Malabu, holder of the OPL245 exploration licence since 1998 by fraudulent means

- initiated negotiations with Eni and Shell, also through Obi and Agaev, about transfer following the amount due for OPL 245;
- received from Oil Minister Diezani authorisation to dispose of 100% of OPL 245, following a decision taken by President Jonathan;
- conducted confidential negotiations with Alhaji Aliyu Abubaker, who was operating as an agent for Goodluck Jonathan;
- under pressure from the Nigerian government, accepted the overall sum of \$1.3 billion, which was determined by Eni and Shell;
- agreed with Oil Minister Diezani and Attorney General Adoke, as well as with Eni and Shell, the “*resolution agreements*” of 29 April 2011;
- received from the Nigerian Government, on the basis of the FGN Resolution Agreement, \$801.5 million dollars, and transferred to Alhaji Abubaker Alyiu, directly or via companies linked to him, sums of money equal to around \$520 million dollars, intended for payment to President Jonathan, members of the government, and other Nigerian public officials;

took converging action aimed at enabling the companies Eni and Shell to obtain, 50% each, the exploration rights for block 245 in Nigeria, in return for payment of the sum of \$1,092,040,000 to the company Malabu (linked to Dan Etete), the alleged owner of the rights to block 245, it having been agreed during the course of negotiations for acquisition of the block, that these funds, net of the amounts expropriated by Etete (around \$300 million used by Dan Etete for his own benefit, and for a great many other beneficiaries, for the acquisition of real estate, aircraft, armoured cars and other things), were mainly intended, as actually happened, for the remuneration:

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- of the President of Nigeria Jonathan Goodluck and other members of the government in post at the time of the events – notably the oil minister Diezani Alison Madueke and the Attorney General Muhammed Adoke Bello;
- other Nigerian public officials, such as the National Security Advisor, General Aliyu Gusau, member of the House of Representatives Umar Bature, and former senator Ikechukwu Obiorah – who have the power to influence President Jonathan and other members of the government;
- former Attorney General Cristopher Bajo Oyo, for his role in the re-allocation of the OPL245 licence to Malabu 30/11/2006, and his subsequent activity as an “advisor”;
- as well as part of them being retained by intermediaries, and part of them being returned to Eni and Shell managers;

all for the purpose of inducing the public officials Goodluck Jonathan, President of the Nigerian Republic, and, each within their area of responsibility, the minister of justice and Attorney General Mohammed Adoke Bello, and the oil minister Diezani Alison Madueke, as well as the other public officials mentioned above (Bajo Oyo, Gusau, Bature, Obiorah), who acted as intermediaries during the negotiations, to adopt on 29 April 2011 a document called the **FGN Resolution Agreement**, formulated in terms of an instrument settling any disputes, and having the effect of assigning to Eni and Shell, 50% each, the exploration rights for block 245 in the deep waters of the Nigerian Republic:

- without a tender process
- at the price established unilaterally by Eni and Shell
- in violation of the quota reserve guaranteed for so-called “*indigenous companies*” on the basis of government guidelines relating to this (“Government Policy on the Indigenous Exploration Programme”)
- with full and unconditional exemption from all national taxes (notably: “*capital gains tax, taxes on income, withholding taxes, value added tax*”)
- with the expectation of the applicability of a favourable tax regime (the one provided for by the Deep Offshore and Inland Basin Production Sharing Contracts Act, chapter D3, Laws of the Federation of Nigeria 2004), and a safeguarding clause against future changes to the tax regime
- with express limitations and constraints on the power of the Nigerian government, and of any government entity or agency, to take over exploitation of the oil field, and

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- with the expectation of the Nigerian government's obligation to "indemnify" Eni and Shell against any future legal action relating to the block, possible unfavourable rulings, and court costs;

to this end, they contributed to: the payment on 24/5/2011 by NAE (Nigerian Agip Exploration) of the sum of **\$1,092,040,000** into the escrow account of the FGN (Federal Government of Nigeria) at JP Morgan Chase London;

funds (\$1,092,040,000) transferred on 31/5/2011 to the account of Petrol Service Co. – connected to Falcioni – at BSI Lugano, and subsequently, on 3/6/2011, returned by the bank BSI to JP Morgan Chase London for "compliance" reasons;

\$215 million subject to a block on 4/8/2011, as a result of legal action brought by Obi against Malabu/Etete before the London Commercial Court;

\$801.5 million transferred to the Nigerian accounts of Rocky Top and Malabu, and subsequently:

- \$54,418,000 withdrawn in cash by Alhaji Abubaker Aliyu
- \$466,064,965.44 transferred to a Bureau de Change in Abuja, and subsequently moved around in Nigeria as cash – after repeated conversions into local currency and dollars, and following operations called "*forex trades*" – by Alhaji Abubaker Aliyu; funds intended for remunerating public officials such as Jonathan himself, the Attorney General Mohammed Adoke Bello, the Oil Minister Diezani Alison Madueke, and the National Security Advisor General Aliyu Gusau;
- \$10,026,280 paid to former Attorney General Christopher Adebayo Ojo (Bajo Oyo);

- \$11,465,000 paid to former senator Ikechukwu Obiorah;

as well as with regard to the portion intended for return to Eni directors and managers:

- €917,852 transferred to Vincenzo Armanna on 8/5/2012, into a current account at UBI Bergamo, by the aforementioned Christopher Adebayo Ojo (Bajo Oyo), this being explained as a "Giuseppe Armanna inheritance";
- an amount indicated as \$50 million delivered in cash to Roberto Casula's house in Abuja;
- at the conclusion of the legal action before the London Commercial Court, a sum paid in two *tranches* – \$112,616,741 million [*sic*] on 27 March 2014, and subsequently \$6,272,955 on 28 March 2014 – to the account of Obi's EVP Energy Venture Partners at LGT Bank Schweiz in

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Geneva, from which account part of this sum, namely CHF 21,185 million, was transferred by Obi on 2/5/2014 to the account of Gianluca Di Nardo's FOF Fox Oil Fund Lda at Safra Sarasin bank in Lugano.

With the aggravating circumstance of the number of individuals, and the fact that the offences were committed by criminal groups operating in several states (these being: 1. the Obi, Bisignani and Di Nardo group; 2. the Agaev, Robinson, Colegate, Copleston, Gusau and Bature group; 3. the Etete, Granier Deferre, Munamuna and Gbinigie group).

In Milan, Abuja, The Hague, London, Lugano and other places between autumn 2009 and 2 May 2014

ENI S.p.A.

2) The administrative offence set out within **arts. 5, 6, 7 and 25, subsections 3 and 4, of Legislative Decree 231/2001**, with reference to the offence specified above, committed in the interests of Eni SpA, and to its advantage:

- by Paolo Scaroni, Claudio Descalzi and Roberto Casula, individuals in top positions within Eni SpA;
- by Vincenzo Armanna and Antonio Pagano Ciro – subordinates – by virtue of the effects of non-fulfilment of management or supervision obligations by the organisation

In Milano, Abuja, The Hague, London, Lugano and other places between autumn 2009 and 2 May 2014

ROYAL DUTCH SHELL PLC

3) The administrative offence set out within **arts. 5, 6, 7 and 25, subsections 3 and 4, of Legislative Decree 231/2001**, with reference to the offence specified above, committed in the interests of Royal Dutch Shell Plc and to its advantage:

- by Malcom Brinded and Peter Robinson, individuals in top positions within Royal Dutch Shell Plc;
- by Guy Colegate and John Copleston – subordinates – by virtue of the effects of non-fulfilment of management or supervision obligations by the organisation

In Milan, Abuja, The Hague, London, Lugano and other places between autumn 2009 and 2 May 2014

in which the **injured party is: the Federal Republic of Nigeria**, at the Nigerian Embassy in Rome, Via Orazio no. 14, absent

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IT BEING THE CASE

that, for the purposes of a verdict of no case to answer, the preliminary hearing judge needs to assess, solely from a procedural viewpoint, whether the evidence appears to be insufficient, contradictory or otherwise not appropriate with regard to supporting the trial charge, without being able to carry out a wide-ranging and in-depth examination of the merits of the evidentiary materials, or arrive at a judgement on the defendant's guilt, acquittal not being possible in all cases where evidence obtained by the defendant may lend itself to alternative open assessments, or it may be evaluated differently during the trial, with may also be as a result of evidence obtained in the future. This is because, following changes to the guidelines on preliminary hearings and the preconditions for a verdict of no case to answer, such a verdict constitutes a substantive ruling on the following procedural question: *“it is not the soundness of the charge – that is to say, the guilt or innocence of the defendant (except in the case of this being evident), but the capacity of the information put forward by the public prosecutor in support of the application – because it is sufficient, not irremediably contradictory, or appropriate – to demonstrate the existence of a “minimum likelihood” that the defendant’s guilt will be affirmed at the conclusion of the trial, it being necessary in this regard to interpret the sustainability of the charge before the court, codified (in the negative) in subsection 3 of art. 425, and therefore the condition that could justify requiring the accused to stand trial”*. In particular, the preliminary hearing judge needs to take account of evidence already gathered, and any that could realistically be obtained on a dynamic basis during the course of proceedings, and also take account of the so-called *“potential for expansion of the trial”*, and could make a prognostic assessment of the needlessness thereof – also in the presence of contradictory or insufficient evidence – only insofar as the fact that *“material evidence obtained that cannot be finalised, and the assessment of which with regard to positive proof of innocence or a lack of proof of guilt of the defendant is able to withstand closer examination during cross-examination”* can be taken into account (see Court of Cassation division VI no. 17385 of 24/2/2016 and, in compliance with this, Court of Cassation division V no. 26756 of 26/2/2016, Court of Cassation division II no. 15942 of 7/4/2016, and Court of Cassation division V no. 565 of 26/10/2016);

that in the case in question, all of the results of investigative activities carried out through international letters rogatory in foreign countries still need to be received, such as, for example, from the Swiss Confederation and the Federal Republic of Nigeria; so it appears from the documents that the evidentiary material can be finalised during the subsequent hearings phase;

that, with regard to the contested ascribing of an administrative offence to Royal Dutch Shell PLC, the defence argument is not acceptable, since, in light of the consolidated case-law guidance indicating that the point of perpetration of the offence of corruption, in the case of an accepted promise, occurs at the time of transfer, and, in the case of payments in instalments, this progresses, crystallising at the end (see Cassation joint divisions no. 15208 of 25/2/2010), according to the prosecution argument – considered by this judge to merit cross-examination for the reasons already illustrated –

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unlawful payments to public officials would need to have been made during the five-year period preceding the application for indictment submitted to this office on 9/2/2017, the order scheduling the preliminary hearing being issued on 13/2/2017, and the defendants being notified of both of these on 14/2/2017 in Italian and on 21/2/2017 in English: in particular, it emerges from documents that, at least until 18/9/2013 (see folder 24, page 016562 and subsequent pages), transfers were made to *Bureaux de Change*, where part (\$466,064,965.44) of the sum paid by ENI and SHELL for OPL245 was converted into cash, intended, according to Public Prosecutors, for the remuneration of Nigerian public officials, such as President of the Republic Goodluck Jonathan, Attorney General Mohammed Adoke Bello, Oil Minister Diezani Alison Madueke, and National Security Advisor General Aliyu Gusau;

Having viewed the **evidence** submitted by Public Prosecutors, and specifically:

- Trial documents under no. 45438/13 passed on by the Naples Public Prosecutor's Office, including telephone taps and declarations made during the course of investigations
- Statements submitted by the non-government organisations Re:Common, Global Witness and The Corner House, with attached documents
- Report by journalist Idris Akimbajo on Nigerian companies that were recipients of payments, and on Aliyu's role
- Documents passed on by the activist Dotun Oloko
- Audio and transcript of the telephone call that took place between Adoke Bello and journalists on the compiling of Reports (Rai 3)
- Documents obtained from Eni following a request for this to be handed over, dated 1/7/2014
- Documents obtained from Vincenzo Armanna following a request for this to be handed over
- Notes from the Tax Police Unit of the Milan Guardia di Finanza relating to investigations carried out
- Declarations made by individuals who knew about the events: Zingales, Ranco, Granier Defferre.
- Questioning of Agaev, Bisignani, Descalzi, Armanna

- Documents received through letters rogatory from Nigeria, and in particular:
 - o Banking documents relating to the Malabu, Rocky Top Resources, Imperial Union, A Group Properties, Novel Properties and Megatech Engineering accounts
 - o Correspondence between the Justice Minister and the Oil Minister
 - o Company documents obtained from the Corporate Affairs Commission
 - o Declarations made by Bureaux de Change personnel who were aware of money transfers
 - o Declarations by Etete and Alhaji Abubaker Aliyu

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- Documents received through letters rogatory from the USA, and in particular:
 - Documents relating to financial flows
 - Declarations by Agaev to the FBI
- Documents obtained following letters rogatory to the United Kingdom, and in particular:
 - Documents relating to the seizure at Southwark Crown Court on 8/9/2014
 - JP Morgan Chase banking documents
 - Documents relating to Arcadia Petroleum
 - Documents relating to the case brought by Obi (EVP) against Malabu
 - Declarations by Tesler to POCU – New Scotland Yard, and resulting documents
- Documents obtained following letters rogatory to Switzerland, and in particular:
 - EVP, Petrol Service, Fox Fin and Foxworth banking documents
 - Documents obtained following a search at Emmgi Finanziaria
 - Documents obtained following a search at Granier Deferre
- Documents obtained following letters rogatory to the Netherlands, and in particular:
 - Documents relating to the establishment of a Joint Investigation Team, in accordance with art. 49 of UNCAC
 - Documents obtained at Royal Dutch Shell following a search on 17/2/2016;
- Documents received on 26/4/2017 through letters rogatory from Nigeria following the request for indictment and, in particular, reports on declarations made by officials/employees of banking institutions located in Nigeria, with the related transcription in English and translation into Italian;
- Report on information summaries provided to the Public Prosecutor by Jonathan Benton on 3/5/2017;
- Documents obtained following letters rogatory to the United Kingdom, and in particular banking documents obtained by the Metropolitan Police from JP Morgan Chase;
- Reminder from the Public Prosecutor's Office, dated 28/4/2017, to the Geneva Public Prosecutor with regard to avoidance of a request for mutual legal assistance in relation to providing documents relating to Emeka Obi;
- Request for mutual legal assistance to the Swiss Confederation on 26/9/2017 with regard to obtaining banking documents relating to two current accounts opened at CIM Banque in Geneva in the name of Energy Venture Partners Ltd, based in the Seychelles, in order to check

their connection to Peter Robinson;

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FOR THESE REASONS

Having read article 429 of the Code of Criminal Procedure and articles 132 and 133 on the implementation of that Code

[the Judge] orders

the indictment of the defendants indicated above before the **Milan Court, criminal section X, sitting en banc**, to answer the charges described above, and instructs them to attend a hearing on the **5th of March 2018 at 9.30 hours** in Milan, via Freguglia no. 1 – **Palace of Justice, courtroom 10, ground floor**

warning the defendants indicated above that if they do not appear, they will be judged in absentia.

Parties **are advised** that they must submit a list of any witnesses, experts or technical consultants to the clerk of the court's office for the trial judge, under penalty of inadmissibility, at least 7 days before the date set for the hearing, stating the circumstances under which they are to be examined.

[the Judge] orders

the translation of this provision into English for the notification of defendants who speak other languages, instructing the clerk of the court's office to appointment an interpreter.

[the Judge] instructs

the clerk of the court's office to make every necessary arrangement, and in particular to:

- notify absent defendants of the order;
- return to the public prosecutor any documents not included in the trial dossier, which, together with the order and court transcripts, must be sent to the judge with jurisdiction over the trial as soon as possible;
- send the order to the clerk of the court's office for the judge with jurisdiction over the trial;
- send the provision implementing pre-trial measures, currently being applied, to the clerk of the court's office for the judge with jurisdiction over the trial.

Thus determined in Milan on the 20th of December 2017

THE MAGISTRATE FOR THE PRELIMINARY HEARING

Dott.ssa Giuseppina BARBARA

[Signed]

FILED FOR HEARING

ON 20/12/2017

THE CLERK OF THE COURT – *Dott.ssa Ivana PERRE* – [Signed]

