

Public Prosecutor's Office

vs.

ETETE

GRANIER-DEFERRE

Extract from the records of the
PARIS Court of First InstanceRepublic of France
In the name of the French people

Paris Court of First Instance

11th division/1Case No. **0226992507** Judgment dated **November 7, 2007**

no. 1

NATURE OF THE OFFENSES:

✓ AGGRAVATED MONEY LAUNDERING: HABITUAL ASSISTANCE WITH A TRANSACTION FOR INVESTMENT, CONCEALMENT OR CONVERSION OF THE PROCEEDS OF AN OFFENSE,

COURT REFERRED BY: Referral order of the examining magistrate dated January 17, 2007, followed by a summons, delivered to City Hall on March 20, 2007, acknowledgment of receipt returned with the notation "does not reside at the address indicated", then by a referral back dated April 2, 2007.**ACCUSED PERSON:**[stamp and handwritten notes]: Accused person: GRANIER-DEFERRE
Charged on: 11/7/07
Civil Responsibility on : the Public Prosecutor's Office
on 11/7/07Name: **ETETE**First names: **Dan, Dautia**

Born: January 10, 1945

In: ODI, NIGERIA

Alias: Omoni AMAFEGHA

Son of: Diana ODUBO

Domicile: 11, boulevard de la Tour Maubourg
75007 PARISAPPEAL:Public Prosecutor's Office
Accused person: ETETE 11/8/07

Public Prosecutor's Office

of the: Public Prosecutor's Office 11/8/07Civil action on: 11/15/07

vs.

Dan ETETE
and Richard
GRANIER
DEFERRE

Criminal records: no convictions in the criminal register, but already convicted under alias

Security measures: order for placement under judicial supervision dated January 21, 2003 with bail of €10 million in a single payment on 4/30/07 guaranteeing up to €1 million in legal representation and €9 million in payment of damages and interest, restitution and fines, order of the examining chamber dated February 21, 2003 setting forth the abandonment of appeal of the ruling dated January 21, 2003, judicial supervision modification ruling dated May 7, 2003, replacing the bail obligation by the obligation to give a personal surety in favor of the Public Treasury in the amount of €5 million guaranteeing legal representation up to €10,000 and €4,990,000 for payment of damages and interest, restitution and fines, judicial supervision modification ruling dated September 18, 2003, imposing the obligation to give a mortgage in favor of the Public Treasury on the properties located at 11 boulevard de la Tour Maubourg, 75007 Paris, and at 32 bis boulevard d'Argenson 92200,

NEUILLY SUR SEINE in the amount of €5 million guaranteeing legal representation up to €10,000 and €4,990,000 for payment of damages and interest, restitution and fines, order to maintain judicial supervision dated January 17, 2007,

Criminal status: placed under judicial supervision

Appearance: NON-APPEARING PARTY REPRESENTED by Pierre HAIK, Esq., attorney admitted to the bar in Paris, in possession of a power of representation.

NATURE OF THE OFFENSES:

✓ aiding and abetting AGGRAVATED MONEY LAUNDERING: HABITUAL ASSISTANCE WITH A TRANSACTION FOR INVESTMENT, CONCEALMENT OR CONVERSION OF THE PROCEEDS OF AN OFFENSE,

COURT REFERRED BY: Referral order of the examining magistrate dated January 17, 2007, followed by a summons, delivered to City Hall on March 20, 2007, registered letter unclaimed, then by a referral back dated April 2, 2007.

ACCUSED PERSON:

Name: **GRANIER-DEFERRE**
First names: **Richard, Henri, Victor**
Born: December 12, 1942
In: BOULOGNE BILLANCOURT (92)
Son of: Emile GRANIER-DEFERRE
And of: Emilie ZBINDEN
Domicile: 14, boulevard des Invalides
75007 PARIS

Criminal records: no convictions in the criminal register

Security measures: order for placement under judicial supervision dated April 18, 2003 with the creation of a personal surety in favor of the Public Treasury in the amount of €5 million before 6/30/03 guaranteeing legal representation up to €10,000 and €4,990,000 for payment of damages and interest, restitution and fines, order of the examining magistrate dated May 23, 2003 noting the abandonment of appeal of the order dated April 18, 2003, judicial supervision modification ruling dated July 17, 2003, order rejecting judicial supervision modification ruling dated November 30, 2004, order of the examining magistrate dated January 28, 2005 confirming the November 30, 2004 order, order rejecting judicial supervision modification ruling dated October 13, 2006, order of the examining magistrate dated November 24, 2006 confirming the October 13, 2006 order, maintenance of judicial supervision ruling dated January 17, 2007,

Criminal status: placed under judicial supervision

Appearance: APPEARING PARTY ASSISTED by Stephane BONIFASSI, Esq. and by Jean-Marc FEDIDIA, Esq., attorneys admitted to the bar in Paris, and by Mr. MAURER, Esq., attorney admitted to the bar in GENEVA.

CIVIL PARTY:

Name: **FEDERAL REPUBLIC OF NIGERIA**
Domicile: c/o Mr. BENSIMHOU, Esq.
22 av de la Grande Armee
75017 Paris
Appearance: REPRESENTED by Marc BENSIMHON, Esq. and Amale Kenbib, Esq., attorneys
admitted to the bar in PARIS.

HEARING PROCEEDINGS

By order of one of the examining magistrates of this courtroom dated January 17, 2007, Dan Etete and Richard GRANIER-DEFERRE are sent back into custody:

✓ Dan ETETE,

For giving assistance, during 1999 and 2000, in Paris, at least on national soil and since such time not barred by the statute of limitations, in transactions for investment, concealment or conversion of the direct or indirect proceeds of the offense of passive and active bribery committed previously in Nigeria, in particular, by the representatives of ADDAX,

In the present case, for utilizing, pursuant to a financial engineering process, assisted therein by Richard Granier-Deferre, the proceeds of the bribery, in the form of provisions at CAI and BGPI in Paris of cash and checks of over 10 million euros, (16 million euros, according to the estimate of the investigators), in the form of real estate investments made in France of 47,500,000 French francs under the cover of SCIs [real estate companies], in the form of investments in movable property by acquisition of works of art and antiques for over 6 million French francs, of two pleasure boats, and of investments by the creation of the company NOUR DEVELOPMENT,

This process having consisted of:

→moving the proceeds of the bribery into open accounts in Switzerland, either under a third party identity: open account at banque CONSTANT under the name of Bukazi Etete, or under the alias of Omoni Amafega: the banks CREDIT SUISSE and banque HOFMANN, or in the accounts of offshore companies: VOLNAY (BVI) open on the books of banque CLARIDEN and MONCASTER (BVI) open on the books of the bank CAI Geneva and PENTRADE (Bahamas) open on the books of the bank CAI of Gibraltar, it being noted that the CONSTANT and HOFMANN bank accounts, the MONCASTER and PENTRADE accounts at the CAI have been open and were able to operate in an atypical way thanks to the special relations Granier-Deferre had with Charles Nehme and J.J. Bovay,

→ circulating the proceeds of the bribery by means of compensation (system implemented by ADDAX and NOTORE) and by means of SWIFT transfers, the large number of which ensured anonymity.

→ making cash available for his benefit, either directly or indirectly, at CAI Paris and at BGPI Paris, having checks issued by these two banks, (no account having been opened in either of these two banks),

all of the techniques enumerated contributing to the concealment,

→ having funds derived from bribery converted by changing the units of account or payment instruments, in particular, SWIFT transfers to pay personal bills, cash remitted to Paris, checks issued by the Parisian banks (CAI and BGPI) for acquisition of real estate, cash remitted to Nigeria by the officers of ADDAX, offset by the debit of his accounts by way of bank transfers in favor of the ADDAX accounts, for very large sums of money,

→ bank investment (funds held in trust), and financial (acquisition of securities) transactions,

in a habitual manner, the habitual nature resulting from the number of acts such as collections of funds, transfers and provisions taking place over several years;

Acts provided for and punished by Articles 324-1, 324-2, 324-3, 324-7 and 324-8 of the Criminal Code.

✓ Richard GRANIER-DEFERRE,

In Paris, Switzerland and Gibraltar, by virtue of the principle of joint liability, in 1999 and 2000, in any case within the statute of limitations,

having made himself an accomplice in the offense of money laundering committed on a habitual basis by Dan Etete by knowingly aiding, assisting and facilitating the preparation or use of this offense, in this particular case:

→ by allowing, thanks to the compensation system implemented between ADDAX and Dan Etete, the recycling of funds arriving via transfers into Etete's bank accounts, in particular for the period affected by the indictment: MONCASTER and ADDAX accounts, providing Etete with cash that was not reimbursed by debit of the above-mentioned accounts, that is, in 1999, \$633,244 for the HOFMANN account, and \$4,957,679 for the MONCASTER account,

→ by opening, thanks to the power of attorney he held for the account of the company "MONCASTER", opened on the books of CAI Geneva, an account funded by the proceeds of the bribery (the bank having agreed to open an account and its atypical functioning because of the special relations existing between Granier-Deferre and a senior banking executive, J.J. BOVAY)

◊ confirmed fund transfers ordered by Dan Etete on January 2, 1999, February 2 and 5, 1999, February 11, 1999, March 10, 1999 and March 19, 1999 in favor of ADDAX (443/173, 444/143, 155, 157, 183, 186, 189, 191), June 8 and 30, 1999 in favor of ENGEE HOLDINGS Ltd, March 16, 1999 in favor of various persons (D443/154, 444/54, 131 to 135, 148, 153),

◊ ordered, upon Etete's instructions, on January 26, 1999, a funds transfer in favor of a notaire [attorney] and on January 7, 1999 in favor of a bank in Lichtenstein and Dubai or in favor of CAI Geneva (D444/172, 174, 177, 193),

- ◊ ordered the transfer of a sum to ADDAX on July 16 and 21, 1999 during a visit to the bank (D445/237, 223),
- ◊ ordered, upon Etete's instructions, on January 26, 1999, payment of bills by debit of the account on February 22, 1999, March 23, 1999, March 29, 1999, May 21, 1999, June 1 and 2, 1999 (D444/69, 82,98, 119, 123, and 166),
- ◊ ordered, upon Etete's instructions, on January 26, 1999, February 2 and 4, 1999, March 7 and 16, 1999, April 24, 1999 and April 15, 1999, the provision of cash to CAI PARIS, to be recovered by Daubrey or Etete (D444/105, 113, 131 to 133, 134, 162, 169, 172, 186 and 187)
- ◊ ordered, following a visit to the bank on June 21, 1999, "the investment of funds going into trust" (D444/96),

→ by, thanks to the relations he had with J.J. BOVAY, senior banking executive at CAI Geneva, facilitating and allowing the formation of the company PENTRADE and the opening of its bank account and its atypical functioning on the books of CAI Gibraltar for purposes of hiding the funds from criminal investigations being led in Switzerland in response to the Nigeria complaint against those close to General Abacha,

→ by, thanks to his capacity of "first contact" and to the proxy he held for the PENTRADE account,

- ◊ giving instructions to Mr. Ralai for purposes of effecting funds transfers in favor of companies, in particular, ADDAX or of persons (August 22, 1999 Exhibit 116, September 14, 1999 Exhibit 117, November 20, 1999 Exhibit 147, November 26, 1999 Exhibit 151, December 28, 1999 Exhibit 173, January 24, 2000 Exhibit 188, February 3, 2000 Exhibit 195 seal no. 1),
- ◊ confirming on March 31, 2000 Exhibit 232 ("confirmed 11:45 with GDF") a funds transfer to UBS Monaco,

→ by, thanks to the relations he had with J.J. BOVAY, senior banking executive at CAI Geneva, allowing Etete to obtain letters of accreditation signed by J.J. BOVAY, in particular, to be introduced to CAI Paris, avenue George V (D443/163),

→ by withdrawing cash from CAI Paris in the amount of 150,000 French francs, upon Etete's instructions,

thus making possible, by his active intervention with the banks, the acts of money laundering committed by Dan Etete, done knowingly;

Acts provided for and punished by articles 324-1, 324-2, 324-3, 324-7,324-8, 121-6,121-7 and 113-2 of the Criminal Code.

The matter has been called, successively, before the hearings dated:

- April 2, 2007, for a first hearing on the merits, remanded for review on the merits,
- September 10, 2007, for a hearing on the merits, remanded for continuation of the proceedings
- September 11, 2007, for a hearing on the merits, remanded for continuation of the proceedings
- September 12, 2007, for a hearing on the merits, remanded for continuation of the proceedings
- September 17, 2007, for a hearing on the merits, remanded for deliberation,
- And today, for delivery of the judgment.

On calling of the parties, the presiding judge noted the identity of Richard GRANIER-DEFERRE and acknowledged the act that brought the case before the court.

The proceedings were held in a public hearing.

The presiding judge acknowledged the facts on which the action is based.

The presiding judge investigated the case, questioned the accused about the facts and took his statements.

Marc BENSIHMON, Esq. and Amal KENBIB, Esq., attorneys admitted to the Paris bar, who are filing submissions accepted by the presiding judge and the clerk of the court that are attached to the file, were heard on their pleadings for the Federal Republic of Nigeria, civil party.

The public prosecutor was heard in his addresses to the court.

Stephane BONIFASSI, Esq. and Jean-Marc FEDIDA, Esq., attorneys admitted to the PARIS bar, and Mr. MAURER, Esq., attorney admitted to the GENEVA bar, who are filing submissions accepted by the presiding judge and the clerk of the court that are attached to the file, were heard on their pleadings for Richard GRANIER-DEFERRE, the accused.

Pierre HAIK, Esq., attorney admitted to the PARIS bar, who is filing submissions accepted by the presiding judge and the clerk of the court that are attached to the file, was heard on their pleadings for Richard ETETE, the accused.

Richard GRANIER-DEFERRE, the accused, presented his defense and spoke last.

The clerk of the court took note of the proceedings.

Upon conclusion of the proceedings that were held at the September 17, 2007 public hearing at 1:30 PM, the court informed the parties present or legally represented that the judgment would be delivered on November 7, 2007 at 1:30 PM .

On this date, having deliberated according to law, the presiding judge announced its decision.

GROUNDS

ON THE CRIMINAL PROCEEDINGS:

ON THE EXCEPTIONS:

Motions of Richard GRANIER DEFERRE *in limine litis*:

Richard GRANIER-DEFERRE's counsel filed motions seeking to establish the lack of territorial jurisdiction of the Court on the following grounds:

"The French Courts only have jurisdiction to try offenses committed on national territory.

Thus, to determine the extensive jurisdiction of the criminal court and to allow it to rule on transactions made not only in France but also in Switzerland and Gibraltar, the referral order rests on the jurisprudential principle of indivisibility. In the present case, there is no relatedness and no indivisibility between the acts committed in France and those committed in Switzerland and Gibraltar.

Thus, the Court shall have to declare itself incompetent.”

The injured party and then the Public Prosecutor were heard. The defense spoke last,

Whereupon the Court, having considered the matter thoroughly:

It follows from the facts in this case that Richard GRANIER-DEFERRE has acknowledged assisting Dan ETETE to transfer funds derived from sums that he settled for him as commissions for commercial transactions in petroleum.

Thus, it appears from the facts of the case that the same funds circulated, in particular, among Nigeria, Switzerland and Gibraltar to end up, in part, in France.

Consequently, it appears that the acts committed in various countries were partly culminated in France.

That being the case, the Court, whose duty it is to examine, in light of the exhibits in the file, the various money laundering circuits, is competent to rule in the case of Richard GRANIER-DEFERRE.

The Court consequently rejects these motions.

Motions regarding the periods of limitations and extinction of the criminal proceedings:

Richard GRANIER-DEFERRE’s defense attorney, Mr. FEDIDA, Esq., states that the Court is seised based on acts denounced successively by TRACFIN on November 7, 2001, by the banking commission on July 5, 2001 and later by the direction Nationale des Enquêtes Fiscales [National Department of Tax Investigations], whereas the first toll of the statute of limitations is the initial indictment dated October 16, 2002.

Thus, only acts committed after October 16, 1999 may be prosecuted, assuming they can be established.

And yet, the acts referred to by the investigating magistrate in support of his decision to refer the case of Richard GRANIER-DEFERRE are prior to this date.

Whereupon the Court:

It follows from the exhibits in this file that the banking commission referred acts of money laundering concerning this matter to the Public Prosecutor's Office on July 5, 2001, and moreover, TRACFIN referred to the Public Prosecutor’s Office on November 27, 2001 acts committed between July 1999 and May 2000.

Research has been undertaken within the scope of preliminary investigations, which toll the statute of limitations in the criminal proceedings.

Subsequently, a preliminary judicial investigation was opened upon requisition on October 16, 2002.

Consequently, the Court is court validly seised of acts not covered by the prescription in the criminal proceedings.

The motions on this point shall be rejected.

Motions on the principle of *ne bis in idem* [double jeopardy]:

Richard GRANIER-DEFERRE's defense attorney maintains that in execution of the applicable texts, Richard GRANIER-DEFERRE was fined 25,000 Swiss francs and ordered to pay a sum of 281,750 Swiss francs "as a compensatory charge" to the State of Geneva on December 21, 2000 by the investigating magistrate.

He states that he was prosecuted in connection with the 'ABACHA' affair and that on this occasion a report was made of Dan ETETE'S accounts (father's account) of the commissions required to be paid at the time of commercial activities in this country.

At the end of the investigation, the Swiss investigating magistrate with jurisdiction to rule only accepted against Richard GRANIER-DEFERRE the facts concerning the bank commissions he received at the time of the transfer of Dan ETETE'S accounts to another bank.

Thus the defense considers that the criminal proceeding has been extinguished because of this ruling and that this Court must find, in application of the principle of *ne bis in idem*, that the criminal proceeding is extinguished.

Whereupon the Court:

Comparison of the judgment rendered by the Swiss investigating magistrate with jurisdiction to rule to facts included in the referral order shows that the Court should not rule in the case of ABACHA and his beneficiaries and that it should not rule on the issue of the commission from which Richard GRANIER-DEFERRE benefited in Switzerland.

Indeed, pursuant to the referral order the Court must rule on the existence of acts of money laundering committed in France over which the Swiss judicial authorities did not have jurisdiction.

It does not appear in any way that Richard GRANIER-DEFERRE has already been convicted of the acts currently subject to this jurisdiction.

Consequently, these motions are dismissed.

ON THE MERITS:

The Court had jurisdiction pursuant to the referral order under the following conditions:

The Tracfin money laundering prevention department informed the Paris public prosecutor's office on November 27, 2001 of the provision to Mr. ETETE (alias Mr. Amafegha) of over 40 million francs between July 1999 and May 2000 by Banque de Gestion Privée Indosuez (BGPI) (formerly Banque Privée), subsidiary of Crédit Agricole Indosuez.

The Banking Commission sent a report written pursuant to an inspection commissioned within the Banque de Gestion Privée Indosuez, aimed at, among other funds transfers, the same funds transfers as those indicated by Tracfin. The report pointed out, for the account of BGPI in Paris, 41 provisions of cash, in the amount of 11,039,715 francs and \$1,536,855, as well as 5 provisions in the form of bank checks for 19,999,471 francs between July 1999 and May 2000 (D 75/31). These provisions came from entities that had accounts in Geneva and Gibraltar.

On September 25, 2002, **the Direction Nationale des Enquêtes Fiscales** informed the Public Prosecutor of the following facts (D 98):

During a search of the premises effectuated on July 4, 2002 at the head office of the SARL [private limited liability company] Nour Développement, domiciled at 11 Boulevard de la Tour Maubourg, Paris, managed by Mr. Omoni Amafegha (alias of Dan Etete), domiciled at 32 bis Boulevard d'Argenson, Neuilly sur Seine, many documents were seized.

The report sets out the possession by Mr. Omoni Amafegha of real estate holdings of fifty or so million francs through the instrumentality of SCIs [real estate companies], made up of a house in Neuilly acquired for 28 million francs in 1999, a chateau in Boulay Morin, Eure, acquired in 2000 for 7.5 million francs, and office space on rue de la Tour Maubourg acquired for 12 million francs.

The Court gained jurisdiction eventually under the terms of the referral order. The facts below follow from items produced in the file and reviewed during the proceedings:

♦ **The general context**

As the Republic of Nigeria has been made a civil party, a comprehensive summary report of the circumstances of the overall context and the grounds for the complaint articulated therein, has been attached to the file (D 431).

Nigeria, a former British colony, gained its independence in 1960 and became a member of the Commonwealth. During the 1970s, petroleum became the main source of revenue for the country, exceeding agricultural revenue. An inflow of the liquid assets gave rise to a period of adaptation that did not take place without disorder from a political point of view.

Since 1966, the country has suffered a series of military coups d'état. In 1975, a promise was made by the head of State at the time to return to democracy, but he was killed.

A new constitution was drafted and the first elections came in 1979. The winner was unable to carry out his program because a new military coup in 1983 plunged the country into dictatorship once again.

The elections were canceled by the military government. Then General Sani ABACHA took over power.

The regime of General Sani ABACHA has been strongly criticized, following the execution of eight opponents. Corruption in the regime was denounced. Nigeria was temporarily banned from the Commonwealth on November 8, 1995 and economic sanctions were taken by the European Union.

General Sani ABACHA died suddenly of a heart attack on June 8, 1998.

He was replaced by General Abulsalami ABUBAKAR. Following new elections in 1999, Olusegun OBANSANJO was reelected. He would step down from power in 2007 following new elections.

Dan ETETE was Petroleum Minister of General Sani ABACHA's regime starting March 20, 1995.

The accusation of acts of corruption by the Nigerian Special Committee

In June 1998, General Abdusalami ABUBAKAR formed a Special Investigation Panel in order to investigate acts committed by General ABACHA'S regime.

General Olusegun OBASANJO, his successor, decided to file a complaint against the former leaders of the ABACHA regime and stated that due to a political context of systematic corruption, the country had been ravaged. Considerable sums had been taken out of the country into foreign countries.

Among the grievances against Sani ABACHA, it was stated that the Nigerian Central Bank had been subject to systematic pillaging through the instrumentality of the head of this institution named by General ABACHA. In four years, from 1944 to 1998, unaccountable transfers reached \$386,290,169.

In the referenced memorandum (D 431/6), it is indicated that many members of the Abacha family profited from these funds. The total amount of the misappropriated funds is estimated to be 800 million US dollars.

“With corruption an endemic evil in Nigeria ever since independence, it reached new heights under the ABACHA regime, a level until then never seen in the history of Nigeria and rarely seen in modern history.”

It was indicated that although it was a petroleum producer, the State knew an abnormally low standard of living which stemmed from the attitude of some of its leaders.

Pursuant to the investigations effectuated in Nigeria by a tailored commission, the identification of certain financial channels made it possible to recover some sums misappropriated by General Sani ABACHA in various countries.

The Swiss authorities declared the presence in their country of approximately 290 million dollars derived from the ABACHA corruption of which they

decided, pursuant to international conventions, to order restitution to the Nigerian authorities under the control of the World Bank.

Evidence from the investigation effectuated in this country has been transmitted to the investigating magistrate hearing this matter.

Joinder of the company ADDAX

In its memorandum, the Nigerian Special Committee, established after the return of elections to examine the acts likely to have been committed by General ABACHA, it is noted that ADDAX (managed mainly by Richard GRANIER-DEFERRE), a British Virgin Islands company, is a company that is active in petroleum. Between October 1996 and December 1997, it effectuated various payments for the account of General Sani ABACHA and members of his family for 1.9 million British pounds and 385,000 US dollars.

Nigeria has consequently requested the pursuit of all possible means in various countries including Switzerland in connection with legal assistance.

A preliminary investigation was opened in Switzerland, leading to the conviction of Richard GRANIER-DEFERRE for acts separate from this matter (see above in the response to the motions by the defense on this point).

Moreover, in 1999, the Republic of Nigeria ascertained the existence of accounts opened in Switzerland by Dan ETETE. Attachments were attempted in this country without the Swiss judges being able to seize the funds.

ADDAX was formed, as Richard GRANIER-DEFERRE stated, by him. He stated, under rather unclear conditions, that the head office of ADDAX was in the Netherlands (contra the Nigerian statements). The purpose of ADDAX is to do business with petroleum countries. The ADDAX group has many offshore companies in countries with light tax burdens.

The Acts of Corruption

The investigations began in Switzerland and were pursued in France. Following identification of various banking channels utilized by the protagonists, various hearings were instituted, especially of the managers of ADDAX.

Jean-Pierre DECKER, representative of ADDAX in Nigeria, stated the following to the investigating magistrate:

"... when Mr. ETETE assumed his duties, in order for business to endure, it was necessary to give money to Mr. ETETE ... (D 17b)

... It was a generalized racket from which it was impossible to obtain a concession if this type of commission was not paid ... the company that paid the most commissions to the decision maker could find itself receiving the contract even though its offer was not objectively the best ...

... commissions were not negotiated before the contract was signed. This was a thank you for services rendered ... if he did not pay this type of amount, it was better to pack one's bags and leave the country because there was no longer the possibility of entering into a single deal ... the beneficiaries of these

commissions received them solely due to their position as decision maker, sullied quid-pro-quo and with no added value on their part ... (D 393)”

Richard GRANIER-DEFERRE, head of ADDAX, quantified at \$10,000,000, the amount of hidden commissions paid to Dan ETETE by ADDAX to obtain petroleum contracts.

*“... the Nigerians who received hidden commissions for petroleum business wished to receive these commissions in accounts in Europe, especially in Switzerland ... (D246)
... Addax, like other petroleum companies, paid commissions to this first account (opened in the name of Bukasi ETETE). I estimate the payments at a total of approximately 1,000,000 dollars. Although Bukasi still served as an agent, the end beneficiary of the transactions was his brother, Dan ETETE. It is therefore natural that the second account was opened in his name ...
... To the CAI Geneva account in the name of MONCASTER, ADDAX paid hidden commissions that I estimate at \$6,000,000 ... (D248)
... Concerning the ADDAX payments, these are payments of secret commissions for attributions of petroleum contracts awarded by Dan ETETE during the course of his ministry ... (D247)
...it was above all the hidden commissions that ADDAX was paying him that allowed us to obtain these contracts ... (D248/4)
... all of these petroleum companies (GLENCORE, VITOL, TRAFIGURA AND ARCADIA) had to pay to have access to these contracts. ADDAX therefore paid Dan ETETE to be able to obtain these contracts. This was a general practice ... (D339)
... Dan ETETE received a commission from ADDAX comprising between 4 and 6 million dollars in the MONCASTER account. When ADDAX had the opportunity to enter into exploration production in Nigeria, it was necessary to obtain the consent of the government and of the NNPC (Nigerian National Petroleum Corporation). Within the context of this agreement, ADDAX paid this commission to Dan ETETE, Petroleum Minister at the time. ADDAX was thus able to buy out a profit sharing contract from an American company ... (D339)”*

ELF

The managers of ELF attested in particular to the payment of \$20,000,000 during the month of May 1998 to an account of Dan ETETE at Crédit Agricole Indosuez (CAI) Gibraltar, to obtain the renewal of four operating licenses for their company (D163, D181 and D182).

Mr. VERMEULEN, director-general of ELF TOTAL FINA, Mr. GAVALDA, director of ELF AFRICA, and Mr. Viaud, director-general of the ELF NIGERIA subsidiary, confirmed they had been coerced to pay these 20 million dollars in favor of the MONCASTER account, of which Dan ETETE was the economic beneficiary, in consideration of conclusion or extension of the petroleum contracts.

Mr. VERMEULEN, CEO of ELF TOTAL FINA thus stated:

*“ I can confirm this payment of 20 million dollars which was required by the Petroleum Ministry to obtain the renewal of 4 operating licenses in 1997 or 1998 ... (D163)
... this payment of 20 million dollars was imposed on us by the Petroleum Minister...”*

Mr. GAVALDA, director of ELF AFRICA, specifies that Elf "... endured Mr. ETETE's blackmail ... It was necessary to pay because our situation was becoming untenable ... (D181)"

According to Mr. VIAUD, managing director of ELF NIGERIA, "It was Mr. ETETE himself who passed on the details of this bank account ... This file was handled by the Petroleum Ministry by the Minister personally ... the Minister notified me that a bonus of 5 million dollars per permit needed to be paid for renewal of these permits (D182)"

The Bank Declarations and the Migration of Funds into Accounts Opened in Various Countries

Richard GRANIER-DEFERRE explained that a compensation system had been set up with Dan ETETE. Payments in cash were made for the benefit of the interested party. In consideration, the transfers resulting from execution of the contracts were made in Switzerland to a bank account opened in the name or for the account of Dan ETETE and Richard GRANIER-DEFERRE held a power of attorney that allowed him to recover his advance.

Richard GRANIER-DEFERRE specified that in this way he put Dan ETETE in touch with various Swiss banking establishments.

The first acts concerned petroleum contracts paid to the account of Bukasi ETETE, brother of Dan ETETE.

*"... I confirm that the payment of \$919,937 – value date January 24, 1997 into account number 30923 was intended for Dan ETETE even though the funds were paid into the account of his brother, Bukasi ETETE ... (D4QO/I)
This was a 30923 "Father" account opened on October 30, 1995 at Banque CONSTANT SA in Geneva. The beneficial owner was Bukasi ETETE."*

Subsequently, the assets of this account were transferred, upon invitation of Richard GRANIER-DEFERRE to the No. 12423 "Father" account opened at Bank HOFFMAN in Zurich on August 22, 1997. The beneficial owner was Omoni AMAFEGHA, alias of Dan ETETE.

It thus appears to be confirmed that the funds deposited in the first account in the name of his brother were really Dan ETETE'S, in spite of what he might have said about them.

In reality, the transfer was demanded by Banque CONSTANT who no longer wanted to receive funds coming from beneficiaries from Nigeria in this way due to international proceedings to which they were subject. Richard GRANIER-DEFERRE specified that he had offered Dan ETETE an account at Banque Hoffman because he knew the manager of this bank.

As Banque HOFFMAN had decided not to keep the ETETE account, Richard GRANIER-DEFERRE offered Dan ETETE to open an account at Crédit Agricole Indosuez Geneva because he also knew a manager personally, Mr. BOVAY.

This account was opened on August 29, 2007 in the name of MONCASTER Associated (British Virgin Islands), the beneficiary being Omoni AMAFEGHA, alias of Dan ETETE.

By virtue of the entry into force of the new OECD convention, of the international context and of legislation on money laundering, the Swiss banks no longer wished to receive contentious capital.

Richard GRANIER-DEFERRE suggested a transfer of funds through Crédit Agricole Geneva for the benefit, in part, of a Crédit Agricole Indosuez account in the Gibraltar branch.

On September 15, 1999, the Crédit Agricole Geneva account was closed and the assets were transferred to Gibraltar.

Examination of the facts also shows the opening of offshore company accounts opened in the name of Omoni AMAFEGHA, alias of Dan ETETE, in a MINTABO Sa PENTRADE account in Monaco, LAUDERDALE (Mr. Godwin Onyong Jedi Agba), etc.

Mr. GRANIER-DEFERRE successively opened Nigerian accounts at Banque CONSTANT (in 1995), then at CAI Geneva (August 1997) in the name of the Abacha sons. He would do the same with Dan ETETE.

According to Jean-Pierre DECKER, officer of ADDAX in Nigeria, banque Edouard Constant was chosen originally by Mr. Richard GRANIER-DEFERRE for opening Nigerian accounts by virtue of the fact that he knew Mr. NEHME who worked in the bank. Such was the case for the sons of General Abacha (and of Bukazi ETETE). Mr. DECKER prepared the documentation to open the ABACHA accounts and played an active role in opening these accounts.

To open these accounts, Mr. Richard GRANIER-DEFERRE had verbal authorization given by Mr. NEHME to fill out documentation to open accounts for banque Constant and to monitor identification documents as well as remove copies of these documents.

In this way, the following were opened at banque Constant by Mr. GRANIER-DEFERRE:

- A father account (Mr. Bukasi Etete), for which Mr. GRANIER-DEFERRE held an individual power of attorney allowing him to carry out similar transactions,
- a Viceroy account (Mohamed Sani Abacha, son of General ABACHA), opened at the request of Mr. Decker, the assets of the account having been transferred subsequently to Crédit Agricole Indosuez in favor of the Sulgrave account opened in August 1997.
- a Kronprinz account (Mohamed Abba Sani, the other son of General Abacha), opened at the request of Mr. DECKER, the assets of the account having been transferred subsequently to Crédit Agricole Indosuez in favor of the Barven account opened in August 1997.

Banque Edouard Constant decided in 1997 to break off relations due to the risks it was running. A deposit of 12 million dollars had, in fact, been made in cash on March 11, 1997. Moreover, Mr. NEHME had left banque Constant to go to banque Hoffman.

According to Jean-Pierre DECKER, he then looked with "RGD" for other banks likely to accept the accounts of the Nigerians. "RGD" knew Jean Jacques BOVAY (CAI Geneva) who agreed to accept the ABACHA accounts that banque HOFFMAN refused to take. Mr. Jean-Jacques

BOVAY, still according to DECKER, went to Nigeria to get documentation to open accounts for the ABACHA brothers filled out. The accounts were opened in August 1997. Mr. Decker and "RGD" were paid as business introducers by the bank.

Richard GRANIER-DEFERRE received commissions as a business introducer from Crédit Agricole Indosuez Geneva which he shared equally with Mr. Decker and which reached 513,000 Swiss francs.

The Origin of the Funds

As it is set forth in the referral order concerning the details of the accounts, the Dan ETETE accounts were funded with the help of payments made as commissions by petroleum companies.

The payment of 20 million dollars coming from ELF appears on the Moncaster account on the date of June 20, 1998.

It is simply stated that the account opened at **Banque CONSTANT (Father 1)** on October 30, 1995 was the recipient of many transfers coming from 9 petroleum companies including Addax and Addax Offshore, in the amount of 19 million dollars. This account also benefited from the payment of approximately 5.5 million German marks of unknown origin. The balance of these funds was transferred to the Banque Hoffman account.

The VOLNAY account opened at **Banque Clarriden**, in the name of VOLNAY [company] in the British Virgin Islands, under the code name Circus, of which Dan ETETE was the economic beneficiary appears to have been opened without the assistance of Richard GRANIER-DEFERRE. It appears to have been provided with funds by seven petroleum companies.

As of November 25, 1997, the total assets were 5.5 million US dollars. The funds were debited on May 12, 1998 in the amount of 4 million US dollars in favor of the MONCASTER account opened at CAI Geneva. On September 14, 1998, \$800,000 was debited in favor of the Father 2 account opened at Banque HOFFMAN. During October 1998, three transfers of approximately \$800,000 were made in favor of the NOUR DÉVELOPPEMENT account, of which Omoni OMAFEGHA was the beneficial owner.

The account opened at **Crédit Suisse** in the name of Omoni AMAFEGHA was credited by a petroleum company in the amount of 1 million US dollars. The other transfers, in the amount of 2 million US dollars, are of unknown origin.

The assets of this account were debited on May 25 and September 7, 1998 in favor of the MONCASTER account opened at CAI Geneva.

The account opened at Banque HOFFMAN on August 22, 1997 in the name of Omoni AMAFEGHA, under the name of PAPA [Father], received the assets of the banque CONSTANT account. The amount of the assets was 2 million dollars. Other payments were made by petroleum companies in the amount of approximately 7 million US dollars and 1.1 million francs.

On June 19 and 21, 1998, approximately 6 million US dollars were transferred to the Moncaster account at Crédit Agricole Indosuez, and 3 million dollars to the Crédit Agricole Indosuez Gibraltar account.

Two accounts were opened at Crédit Agricole Indosuez Gibraltar, the first being the MINTABO account, in the name of AMAFEGHA, on July 1, 1999. This account was to receive funds from a French subsidiary of NOUR DÉVELOPPEMENT. These funds were to be utilized in part in France to purchase real estate.

The second was the MONCASTER account, opened on August 29, 1997 in the name of a company, MONCASTER, whose head office was located in the British Virgin Islands (BVI), the beneficial owner being Omoni AMAFEGHA. Richard GRANIER-DEFERRE held a power of attorney for this account.

This account received transfers from other accounts of Dan ETETE, alias AMAFEGHA and payments of funds by three petroleum companies including ELF (20 MILLION US DOLLARS) and ADDAX.

The Swiss judges had attempted to seize the funds while they were in Switzerland but they had headed for Gibraltar.

Subsequently, a Crédit Agricole internal inspection report, referring the matter to the Banking Commission, set forth acts that put this bank in an unacceptable situation.

Richard Granier-Deferre then advised Dan ETETE to take out his funds and send them to Lebanon where they allegedly did go.

The funds could not be placed in the hands of the judicial authority and are allegedly still under Dan ETETE'S control.

On the Acts Committed in France

It appeared that BGPI (Banque de Gestion Privée Indosuez) and the central branch of Crédit Agricole Indosuez were subject to many cash withdrawal transactions. These transactions were able to be identified and then centralized. The details appear at reference number D504/ 3 to 17. Between February 4, 1999 and May 30, 2000, 96 withdrawal transactions were effectuated through 83 provisions.

It appeared that some people presented themselves at the branches concerned to receive the total amount of SWIFT transfers coming from the Crédit Agricole CAI branches in Geneva or Gibraltar. These transfers came either from unknown order givers in the amount of 61.3 million francs and 3.9 million US dollars, or from the account of Pentrade at CAI Gibraltar for 16.8 million francs and 1.3 million US dollars, or else from the account of Moncaster at CAI Geneva.

These people turned out to be Dan ETETE or Eric RUELLAN or Marc DAUBREY, who were working for DAN ETETE who, according to Marc DAUBREY, also utilized his housekeeper, would go to pick up the funds on his orders.

The director-general of BGPI (D18) specified that the tellers had not understood initially that the funds were intended for the same person.

The total of the funds thus received, between the two banks, reached the sum of 109 million francs in 40 withdrawals according to the calculation set forth in the police report.

The Court notes that this means of operation allowed the accused to have funds at his disposal in France without even having to open a bank account.

Marc Daubrey acknowledged (D498) also cashing checks, on his behalf, issued by notaires in payment for Dan Etete's town house in Neuilly sur Seine and offices in Paris. He added that when the latter had wanted to buy his Mercedes, he had utilized his personal bank account at BNP to transfer funds in the amount of 25,000 US dollars.

These acts were reported to the judicial authorities by the Banking Commission.

Following withdrawals, Dan ETETE acquired through an SCI [real estate company], on 32 bis Boulevard d'Argenton, a building at this address in Neuilly sur Seine for the sum of 28 million francs paid, in particular, by a check coming from CAI Geneva, drawn on the MONCASTER account.

Dan ETETE also acquired a property in Boulay Morin, Eure, on March 15, 2000 through this SCI, for the sum of 7.5 million francs, whose purchase was made by bank check made out to the notaire. These checks were written at the request of CAI GIBRALTAR, on order of PENTRADE.

He resold this property on December 6, 2002 and received a check for 657,345 euros.

On August 28, 1999, he acquired through the SCI on boulevard de la Tour Maubourg, a building at this address for the sum of 12 million francs paid for with two checks on banks in Geneva on unspecified orders. The investigations in Switzerland made it possible to establish that the funds came from MONCASTER ASSOCIATED.

On July 21, 1999, he signed an undertaking to sell, through the SCI at 67 Avenue Cap de CROIX (which became the SCI Victoria Garages), real property located in Nice for the amount of 25 million francs. He paid a deposit of 2.5 million francs that came from Moncaster in Geneva. He received reimbursement as a result of a cancellation payment.

The fiscal authorities had initiated monitoring of NOUR DÉVELOPPEMENT Corp. at 95 rue de la Boétie, 75008, PARIS.

The NOUR DÉVELOPPEMENT account opened on September 2, 1999 and closed February 19, 2002 was used for transfers from PENTRADE to CAI Gibraltar or from a bank, SA Radar, to Lebanon on behalf of Omoni AMAFHEGA for an amount of 16.4 million francs.

It appeared that "art deco" furniture, in the amount of 6.3 million francs, had been paid for through four transfers by an unknown order giver at CAI Geneva. The investigations in Switzerland established that these funds came from MONCASTER. This furniture was delivered to the offices at 11 boulevard de la Tour Maubourg.

Questioned in light of the investigation of these accounts (D 490), Dan ETETE acknowledged that the payment instructions concern ing? payments of bills (many of them concern work done in the town house he had acquired in Neuilly) or provisions of cash in Paris had been delivered and signed by him. He addressed them by fax to the bank in Gibraltar. The large cash remittances were used by him for personal expenditures for as much as the purchase of paintings.

The accounts evidenced, among other things, invoices for work by companies in the Paris area and miscellaneous rentals or purchases:

- Euromaîtrise, with its head office in Vincennes (Exhibit 124), for 98,276 francs on October 7, 1999. It was paid by debit of the account upon instructions of Mr. Amafegha on October 11, 1999,
- Holland and Holland, with its head office in Paris (Exhibit 126) for 185,000 francs on October 11, 1999, corresponding to the furnishing of a rifle with a lock and key, addressed to Mr. ETETE at 11 boulevard de la Tour Maubourg, it was paid by debit of the account upon instructions of Mr. Amafegha on October 11, 1999,
- Fontaine Poirier, for 71,000 euros for rental of a mooring ring for Mr. ETETE'S boat in Golfe Juan,
- an invoice from the Ritz (Exhibit 65), Mr. ETETE being a member of the Ritz Club,
- various invoices for his town house in Neuilly (mill work, pool, kitchen, designers, marble paving, staircase railings, toilets and sprinkler system),
- purchase of a Mercedes 500,
- an invoice from the Hotel Bristol,
- a transfer to help a friend purchase an apartment,
- rental of an apartment in Monaco.

Many payment instructions (for debit of the account) were issued by Mr. Omafegha in writing with his signature (Exhibits 118 *et seq.*).

Dan ETETE purchased two boats, the N'GOZIC, a 14.33 meter twin-motor speedboat built in Miami Beach, and the "Spirit of Ashanti", formerly the KING AMARAN I, built in 1998, with a length of 27.40 meters.

Dan ETETE's Hearing

Dan ETETE acknowledged (DE307/7) that *"the payments made by the oilmen and the petroleum companies in the name of "sponsor's fees" or sponsorships are a well-established practice in the petroleum manufacturing sector in Nigeria. It existed for decades before I took over my position as Minister of Petroleum Resources. Prior governments gave petroleum allocations to ordinary Nigerians as favors to allow them to generate profits on crude oil contracts, a practice that continued after I ceased to be Minister of Petroleum Resources and which continues today. The well-known companies mentioned in your letter continue to pay comfortable fees to their sponsors in Nigeria."*

Dan ETETE did not dispute the principle of commissions received as Minister upon conclusion of the contracts.

Dan ETETE explained the proceedings directed against him as personal vengeance initiated by the president of Nigeria, OBASANJO, who is trying to recover an oil field parcel, number 245, which was awarded under the General ABACHA regime to a company, MALABU Oil and Gas Ltd of which he himself is the beneficiary and legal representative. The purpose of the accusations is to deprive him of his rights to this parcel.

He explained these movements of funds by his personal fortune. He was supposedly one of the largest ship-owners in Nigeria. He did not produce relevant papers or facts on this subject.

He admitted that as Petroleum Minister he only received very low compensation in the region of 200 euros per month.

He acknowledged the existence of various accounts opened either in his name or in the name of Mono AMAFEGHA. He claims that this name is his as well. He disputed that the account opened in the name of his brother, Bukasi, contains funds belonging to him. He did not, however, give any satisfactory explanation of the fact that these funds had been transferred entirely to an account in his name and that Mr. GRANIER-DEFERRE indicates that these are funds that were earmarked and used by Dan ETETE.

He admitted that funds were paid to him in cash and then offset in Switzerland by Mr. Richard GRANIER-DEFERRE.

He specified that as Petroleum Minister, General ABACHA referred to him with regard to preparation and briefing of the files that he might or might not endorse in whole or in part. Nonetheless, he had a reality for management and proposals.

On Qualification of the Acts and the Offense of Money Laundering

It follows from the uncontested facts that the funds in question mainly come from payment of commissions paid by petroleum companies in consideration for obtaining contracts.

The offense of bribery of a foreign official was not punishable in France prior to the entry into force of the new OECD convention transcribed into French law.

France is therefore not entitled to prosecute acts of this kind concerning foreign officials on the date of the acts.

It is evident that there was, in France as well as in Nigeria, an offense of a kind to punish on the domestic level the acts of bribery. Thus Dan ETETE could have been prosecuted for bribery in his country due to the provisions of Chapter XII of the Criminal Act, applicable prior to the taking of power by General ABACHA, which provides for prosecution of the offense of bribery regarding any public official who obtains or receives any benefit of any kind for himself or for any other in order to excuse or omit a favor dependent on his power.

The acts imputable to Dan ETETE were therefore capable of justifying prosecution against him.

It is also evident that if legal proceedings have been undertaken in Nigeria or elsewhere in the world, Dan ETETE has not, to date, been criminally convicted by the Nigerian courts.

It is no less true that these acts, whether prosecuted or not, are of the kind to qualify as bribery and that it is by means of this offense that Dan ETETE obtained the funds that he then invested in various countries throughout the world.

The investments were made through offshore companies in the British Virgin Islands, GIBRALTAR and Switzerland.

He has used a name that was not his, even if it is alleged that it would be for Dan ETETE a second name that he would have had the right to use officially, the accused does not produce a single element of proof in support of this assertion.

It is evident, on the other hand, that the accounts opened in countries which were not his all had the wording of a beneficial owner who did not appear immediately under the identity of Dan ETETE. He has thus used the name of his brother, Bukasi, then code names, foreign company names and the name of Omoni AMAFEGHA.

All of these practices played a part in the concealment of the true holder of the funds.

Acts of concealment characteristic of the offense of money laundering have been established.

On the Lack of Prosecution of the Principal Offense Prerequisite to Money Laundering

It is argued that because the original offense of bribery was not prosecuted, the Court would be unable to punish the acts of money laundering as this offense is a proximate offense that would require a prior prosecution of the principal offense.

It follows from a plain reading of Article 324-1 of the Criminal Code that facilitating the deceitful justification of the origin of an asset of the perpetrator of a crime or an offense is a criminal offense. Likewise, the act of lending assistance in a transaction for investment, concealment or conversion of the direct or indirect proceeds of a crime or an offense constitutes money laundering.

The legislature did not intend, as moreover in the offense of receiving of stolen goods, to subject the suppression of the offense of money laundering to a prior prosecution of the principal offense.

The Court notes, in this respect, that if Dan ETETE were still Petroleum Minister in his country, and therefore not prosecuted in his country, nothing would prevent the acts that are criminal offenses in France from remaining punishable in the case at bar before this court.

The Court notes that the constituent elements of the offense of money laundering are fulfilled.

The aggravating circumstance of an organized gang is also evident and results from the act of participation by several persons acting in concert knowingly for this purpose.

On the Liability of Dan ETETE

The offense of money laundering is the act of facilitating the deceitful justification of the origin of funds or making transactions for investment under unusual conditions.

The Court is not obligated to assess the legitimacy of regimes in place in other countries. It may, nonetheless, acknowledge the fulfillment of constituent elements of offenses that are subject to French criminal law.

It is evident that Dan ETETE's bank accounts were funded by petroleum companies that paid him commissions in connection with his duties as Petroleum Minister.

These acts are punishable in France and were in Nigeria as well at the date of the acts under similar terms.

The existence of an alleged vengeance by one of the presidents of Nigeria, assuming it is established, is irrelevant to the nature of the acts for which he is charged. A dispute over the allotment of an oil field parcel for the personal profit of Dan ETETE is independent of the facts of the case.

It appears in fact that Dan ETETE invested funds obtained by commissions into accounts abroad under identities that were not those he normally used.

These funds roamed by means of accounts in several countries and offshore companies whose purpose was notably to conceal their origin and to facilitate their safe-keeping in spite of the reactions of the various agents concerned.

Lastly, these funds were spent or invested in real estate in France in amounts that qualify for indictment.

These acts fall within the definition of money laundering of the funds he had at his disposal under hidden conditions.

The Court shall take into account the amount of the sums in question within its area of jurisdiction.

Due to the gravity of the acts in question, the Court shall impose a mandatory prison sentence against Dan ETETE with issuance of an arrest warrant.

On the Liability of Richard GRANIER-DEFERRE

The Court finds that Richard GRANIER-DEFERRE managed a company that turns out to be in itself opaque. In connection with his business and, as he indicated, to guarantee his payments, he helped Dan ETETE invest his funds abroad, keeping a proxy over the accounts for himself.

He also opened the accounts of certain members of the ABACHA family.

He then aided and abetted Dan ETETE in transferring these funds to various banking establishments and various countries to assist him in avoiding international reprobation. He does not dispute these facts.

It appears that these acts are serious by their nature as they concern the disappearance of “commissions” and by the quantum of funds in question, some of which was found on national territory.

A prison sentence, part mandatory, will consequently be imposed against him.

IN THE CIVIL ACTION:

On material injury

The Criminal Court has jurisdiction to decide and assess the dispute directly caused by the offenses.

It is evident that the Republic of Nigeria became a civil party to this legal proceeding and is seeking, for material injury, a sum equivalent to the sums invested or spent in France by Dan ETETE.

The civil party is not suing Richard GRANIER-DEFERRE.

It does not appear that the international conventions that served as the basis in Switzerland for ordering restitution of the funds are directly applicable in connection with this legal proceeding and moreover, the civil party is not arguing it.

Consequently, from this point on, the matter will be ruled on according to usual practice.

It follows from the evidence in the case that the funds utilized in this particular case by Dan ETETE are derived from commissions received by the party concerned in his capacity as Petroleum Minister and come from petroleum companies at the time of concluding or renewing petroleum contracts.

Consequently, the petroleum companies effectuated payments that were not channeled by the banks of the Nigerian government.

The acts consecutive to the payment of the commissions have, from time to time, generated extra costs but it is not established, in this proceeding, that the government suffered a direct loss in the form of material injury.

The acts of money laundering for which the Court has jurisdiction do not appear to have further caused a direct loss as these are the same funds for which the civil party did not have actions in this particular case.

On the Non-Pecuniary Loss

In contrast, it is evident that Dan ETETE's act, consisting of investing improper funds in various countries and, in particular, in ours, has created, by its nature and its impact, an actual loss in the form of a non-pecuniary loss suffered by the Nigerian State.

Compensation will be allocated from him within the limits set in the operative part of this judgment.

WHEREFORE

The court ruling publicly, on the criminal charge, as a court of first instance and by **judgment after trial** against Dan ETETE and Richard Granier-Deferre, the accused, for the FEDERAL REPUBLIC OF NIGERIA, civil party;

IN THE CRIMINAL PROCEEDINGS:

- ✓ **DECLARES Dan ETETE**, alias Omoni Amafegha, **GUILTY** of the acts classified as:
- ✓ **AGGRAVATED MONEY LAUNDERING: HABITUAL ASSISTANCE WITH A TRANSACTION FOR INVESTMENT, CONCEALMENT OR CONVERSION OF THE PROCEEDS OF AN OFFENSE**, during 1999 and 2000, in Paris, at least on national territory and since such time not barred by the statute of limitations.

In light of the aforementioned articles:

SENTENCES Dan ETETE to 3 years imprisonment.

In light of the aforementioned articles:

ORDERS Dan ETETE to pay a criminal fine of THREE HUNDRED THOUSAND EUROS (300,000 euros)

The presiding judge advised the convicted party that if he pays off the sum of this fine within one month starting from the date on which this decision has been delivered, this sum shall be reduced by 20 %, this reduction not to exceed 1,500 euros. The presiding judge informed the convicted party that payment of the fine does not preclude an appeal.

In the event of an appeal against the penal provisions, it is up to the interested party to request a refund of the amounts paid.

Having regard to Article 465 of the Code of Criminal Procedure,

ISSUES A **WARRANT FOR THE ARREST** of Dan ETETE.

ORDERS his arrest.

ACCORDINGLY, THE COURT SUMMONS AND ORDERS all of the bailiffs and law enforcement officers to bring the aforementioned person, in conformity with the law, to the jail of our seat.

DIRECTS the prison superintendent to take him in and detain him until he is ordered to do otherwise.

- ✓ **DECLARES Richard GRANIER-DEFERRE, GUILTY** of the acts classified as:
- ✓ **aiding and abetting AGGRAVATED MONEY LAUNDERING: HABITUAL ASSISTANCE WITH A TRANSACTION FOR INVESTMENT, CONCEALMENT OR CONVERSION OF THE PROCEEDS OF AN OFFENSE**, acts committed in Paris, Switzerland

and Gibraltar, due to the principle of joint liability, in 1999 and 2000, and since such time not barred by the statute of limitations.

In light of the aforementioned articles:

SENTENCES Richard GRANIER-DEFERRE to 18 months imprisonment.

In light of Articles 132-29 to 132-34 of the **Criminal Code:**

SAYS that enforcement of this sentence shall be **STAYED** for a period of **6 months**, under those conditions specified in these articles.

And immediately, the presiding judge, following this conviction coupled with the simple stay, gave the warning provided for in Article 132-29 of the Criminal Code, to the convicted party that if he commits a new offense he may receive a sentence leading to serving the first sentence without concurrently running with the second and that he will incur a sentence for recidivism under the terms of Articles 132-9 and 132-10 of the Criminal Code.

In light of the aforementioned articles:

ORDERS Richard GRANIER-DEFERRE to pay a criminal fine of ONE HUNDRED FIFTY THOUSAND EUROS (150,000 euros).

The presiding judge advised the convicted party that if he pays off the sum of this fine within one month starting from the date on which this decision has been delivered, this sum shall be reduced by 20 %, this reduction not to exceed 1,500 euros. The presiding judge informed the convicted party that payment of the fine does not preclude an appeal.

In the event of an appeal against the penal provisions, it is up to the interested party to request a refund of the amounts paid.

IN THE CIVIL ACTION:

DECLARES admissible, as to form, the FEDERAL REPUBLIC OF NIGERIA's application to join the proceedings as a civil party.

DISMISSES the FEDERAL REPUBLIC OF NIGERIA's application to join the proceedings as a civil party for damages and interest in redress for damages to tangible property.

ORDERS Dan Etete to pay the FEDERAL REPUBLIC OF NIGERIA, civil party, the sum of ONE HUNDRED FIFTY THOUSAND EUROS (150,000 euros) as smart money and in addition, the sum of TWENTY THOUSAND EUROS (20,000 euros) under Article 475-1 of the Code of Criminal Procedure.

This decision is subject to a fixed proceedings fee in the amount of NINETY EUROS – (90 euros) of which Dan Etete is liable, and NINETY EUROS – (90 euros) for which Richard GRANIER-DEFERRE is liable.

At the hearings on September 10, 11, 12 and 17 at 1:30 P.M., 11th division/1, the court comprised:

President Judge: Mr. Jean-Louis KANTOR, Vice-Chairman

Assessors: Mr. Christophe VACANDARE, Vice-Chairman
Mrs. Benedicte de PERTHIUS DE LAILLEVAULT, Judge

Public Prosecutors Office: Mrs. Chantal de LEIRIS, Assistant Prosecutor

Clerk of the Court: Miss Marie MELINE, Clerk

Done, judged and deliberated by:

Presiding Judge: Mr. Jean-Louis KANTOR, Vice-Chairman

Assessors: Mr. Christophe VACANDARE, Vice-Chairman
Mrs. Benedicte DE PERTHIUS DE LAILLEVAULT,
Judge

And delivered at the November 7, 2007 hearing of the 11th division/1, by Mr. Jean-Louis KANTOR, Vice-Chairman, in the presence of Mr. Christophe VACANDARE, Vice-Chairman, Mrs. Benedicte DE PERTHIUS DE LAILLEVAULT, Judge, Philippe COMBETTES, Assistant Prosecutor, assisted by Miss Marie MELINE, Clerk.

CLERK OF THE COURT

PRESIDING JUDGE

Engrossed copy certified to be in conformity with the original
Head clerk of the court