

IN THE FEDERAL HIGH COURT OF NIGERIA

RECORD OF FEES

(To be inserted as page 1 in every file)

SUIT NO. FHC/ABJ/CS/14/2017

Amount due

OFFICIAL

Treasury Receipt

Number and Date 11/01/2017

SUMMONS

(a) Interlocutory Matters

- 1. ....
- 2. ....
- 3. ....
- 4. ....

S. Ischo

(b) Execution of Judgement

- 1. ....
- 2. ....
- 3. ....
- 4. ....

CD 3

*[Handwritten signature]*  
18/1/17

(c) Appeals

- 1. ....
- 2. ....
- 3. ....
- 4. ....

(d) Miscellaneous

- 1. ....
- 2. ....
- 3. ....
- 4. ....

FEDERAL HIGH COURT  
ABUJA  
CASHIER'S OFFICE

Signature

Date

06/03/17  
2857-5314-1109

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

- (a) Insert details - e.g. "Motion"
- (b) Insert nature of writ, or e.g. "Transfer of Decree"
- (c) Insert details - e.g. "Entering petition"

7/3/17 ABUSO  
(E O CO)

COURT COPY

2

11/11/17  
1:29  
pm

IN THE FEDERAL HIGH COURT OF JUSTICE  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: FHC/ABJ/CS/14/2017

IN THE MATTER OF AN APPLICATION BY THE CHAIRMAN OF THE ECONOMIC AND FINANCIAL CRIMES COMMISSION FOR AN ORDER OF INTERIM ATTACHMENT OF OIL PROSPECTING LICENCE 245 PRESENTLY HELD BY SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LIMITED (SNEPCO).

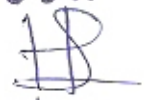
EX-PARTE ORIGINATING SUMMONS

BROUGHT PURSUANT TO SECTIONS 24(a), 26(1)(a) & (3), 28, 29(a) & (b) OF THE ECONOMIC AND FINANCIAL CRIMES (ESTABLISHMENT) ACT, AND SECTION 44(2)(K) OF THE CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA, 1999 (AS AMENDED) AND THE INHERENT POWERS OF THIS HONOURABLE COURT

LET ALL PARTIES concerned attend before this Honourable Court on the .....day of....., 2017 at the hour of 9:00 o' clock in the matter of the Chairman Economic and Financial Crimes Commission praying the Honourable Court for the following orders:

1. AN INTERIM ORDER of this Honorable Court attaching the property known as Oil Prospecting License (OPL 245) pending the conclusion of investigation and prosecution of the Shell Nigeria Ultra Deep Ltd, Shell Nigeria Exploration and Production Company Ltd, Nigeria Agip Exploration Ltd, Malabu Oil and Gas Ltd and other individuals named in connection with acts of conspiracy, Bribery, Official Corruption and Money Laundering mentioned in the schedule attached to this Summons.
2. AN INTERIM ORDER of this Honourable Court directing that the property known as Oil Prospecting License (OPL 245) be managed by the Department of Petroleum Resources on behalf of the Federal Government of Nigeria pending the conclusion of investigation and

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

  
7/8/17

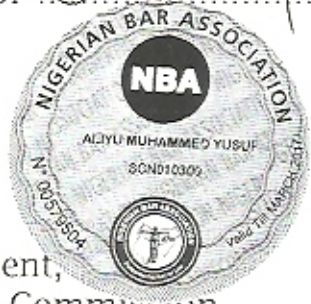
prosecution of the said Shell Nigeria Ultra Deep Ltd , Shell Nigeria Exploration and Production Company Ltd, Nigeria Agip Exploration Ltd , Malabu Oil and Gas Ltd and other individuals named in connection with acts of conspiracy, Bribery, Official Corruption and Money Laundering mentioned in the schedule attached to this Summons.

- 3. Such further order or orders as the Honorable Court may deem fit to make in the circumstances.

DATED THIS 11<sup>th</sup> DAY OF JANUARY 2017

*[Handwritten signature]*

Aliyu M. Yusuf,  
 Jonson Ojogbane Esq. (JP)  
 H.M. Mohammed,  
 Legal and Prosecution Department,  
 Economic and Financial Crimes Commission,  
 No. 1, Hombori Street, Off Freetown Street,  
 Off Adetokunbo Ademola Crescent,  
 Wuse II, Abuja.  
 08162796041.



OFFICIAL

FEDERAL HIGH COURT  
 ABUJA  
 CASHIER'S OFFICE  
*[Handwritten signature]*

CERTIFIED TRUE COPY  
 FEDERAL HIGH COURT  
 ABUJA

*[Handwritten signature]*  
 7/3/17

11/1/17  
1:29  
pm

4



IN THE FEDERAL HIGH COURT OF JUSTICE  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: FHC/ABJ/CS/14/2017

IN THE MATTER OF AN APPLICATION BY THE CHAIRMAN OF THE ECONOMIC AND FINANCIAL CRIMES COMMISSION FOR AN ORDER OF INTERIM ATTACHMENT OF OIL PROSPECTING LICENCE 245 PRESENTLY HELD BY SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LIMITED (SNEPCO).

EX-PARTE ORIGINATING SUMMONS

BROUGHT PURSUANT TO SECTIONS 24(a), 26(1)(a) & (3), 28, 29(a) & (b) OF THE ECONOMIC AND FINANCIAL CRIMES (ESTABLISHMENT) ACT, 2004, AND SECTION 44(2)(K) OF THE CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA, 1999 (AS AMENDED) AND THE INHERENT POWERS OF THIS HONOURABLE COURT

AFFIDAVIT IN SUPPORT

I, Ibrahim Ahmed, male, adult, Christian, Nigerian citizen of No. 5, Fomella Street, off Ademola Adetokunbo Crescent, Abuja, do hereby make oath and state as follows:

1. That I am an Operative with the Economic and Financial Crimes Commission (hereinafter referred to as "the EFCC/the Commission").
2. That I have the consent and authority of the Executive Chairman of the Commission to depose to this affidavit.
3. That by virtue of my aforesaid position I am conversant with the facts deposed to in this affidavit.
4. That sometimes in 2012, the Commission received petition from shareholders of Malabu Oil and Gas Limited alleging conspiracy to commit fraud, forgery of board resolutions to alter share structure of the company. Copy of the letter of petition is hereby attached and marked as exhibits EFCC 1.
5. That the petitioners further stated that the company was incorporated in 1998 and in the same year it commenced business and was granted Oil prospecting blocks License known as OPL 245 by the Federal Government of Nigeria.

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

IB  
7/3/17

- 6. That the Commission commenced investigation and gathered intelligence on individuals and companies involved in the transaction while investigation was extended to Corporate Affairs Commission, Banks for evidence.
- 7. That the Commission also collaborated with its foreign counterparts in the United Kingdom, the United States of America, Switzerland, Italy and Netherland in the course of investigation.
- 8. That the Commission also extended investigation to Department of Petroleum Resources (DPR), the Federal Ministry of Justice over some civil suits instituted by the petitioners and interested parties in this case.
- 9. That investigation conducted revealed as follows:
  - a. That sometime in April 1998, Malabu Oil and Gas Limited was incorporated in Nigeria with shareholders namely Mohammed Sani fronting for the late General Sani Abacha, Kwekwu Amafegha representing Dan Etete the then Minister of Petroleum Resources and Hassan Hindu on behalf of Ambassador Hassan Adamu.
  - b. That in April 1998, the company was incorporated; the Federal Ministry of Petroleum Resources offered the company deep water oil block prospecting license in respect of OPL 245 in line with the Federal Government indigenous policy in the upstream sector.
  - c. That in furtherance of paragraph (b) above, the Oil prospecting License against all known Government regulations was awarded to Malabu Oil and Gas even before a formal application was submitted by the company.
  - d. That in June 1998, General Sani Abacha died and between 1999 and 2000, the corporate status and shareholding structure were altered severally through forged Board Resolutions which eventually divested Mohammed Sani of their shares while new shareholders and directors were appointed fraudulently.
  - e. That at the time the company namely Malabu Oil and Gas Ltd was incorporated General Sani Abacha and Dan Etete were Head of State and Minister of Petroleum Resources

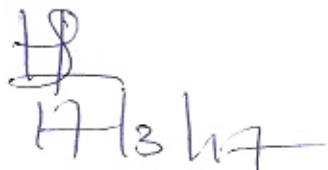
CERTIFIED TRUE COPY  
 FEDERAL HIGH COURT  
 ABUJA

*[Handwritten Signature]*  
 7/3/17

respectively while Hassan Adamu was Nigerian Ambassador to the United State of America between 1996 and 1999.

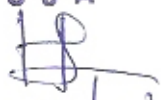
- f. That at the time of incorporation, General Sani Abacha, Dan Etete and Hassan Adamu were barred by extant laws from engaging in any form of business by virtue of their office. They used their position to confer unfair advantage on themselves and cronies in allocating OPL 245 to themselves without due process.
- g. That the company contracted Shell Petroleum and SNEPCO in a joint venture scheme for the purpose of prospecting and operating the said license given by the Federal Government of Nigeria.
- h. That to the knowledge of Shell, the allocation of the Oil well and the procedure adopted by the owners of Malabu Oil and Gas Ltd was fraught with fraud but went ahead to consummate the transaction.
- i. That sometime on 2<sup>nd</sup> July, 2001, the Federal Government withdrew the title and allocation of OPL 245 to Malabu Oil and Gas Ltd on the directive of Mr. Funso Kupolokun the then Presidential Adviser on Petroleum to President Olusegun Obasanjo after which same was re allocated to Shell Nigeria Ultra Deep Ltd.
- j. That Malabu Oil and Gas Ltd sued the Federal Government over the revocation but the suit was later withdrawn and settled out of court was reached between the parties and the said oil well was re-allocated to Malabu Oil and Gas Ltd.
- k. That Shell and Agip again went into a fraudulent agreement with Malabu Oil and Gas in which the companies will pay signature bonus of \$210 million to the Federal Government of Nigeria while the sum of \$1.2 Billion would be paid to the owners of Malabu Oil and Gas Ltd.
- l. That Shell Petroleum was later to explain that the payment was for compensation but investigation conducted revealed that the money was bribe to Dan Etete and his cronies.

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A

  
H/3/17

- m. That Shell was aware at the time of consummating this transaction that Dan Etete the owner of Malabu Oil and Gas Ltd was already a convict and hence was not willing to pay the said sum of \$1.2 Billion directly to Dan Etete and or Malabu Oil and Gas Ltd directly.
- n. That one Mohammed Adoke who was the Federal Government counsel in series of Arbitration instituted by Shell in London on the said oil well and who later became the Attorney General of the Federation conspired with Shell/Agip to route the payment of the said sum of \$1.2 Billion bribe money through Federal Government Escrow Account with JP Morgan Chase Bank.
- o. That the said Mohammed Adoke had written a letter ref No HAGF/FMPR/2011/VOL.1/12 dated 9<sup>th</sup> February 2011 Seeking the advice of the Department of Petroleum Resources on whether to consummate the transaction involving Shell Ultra Deep Sea, Malabu Oil and Gas Ltd, NNPC, Nigeria AGIP Exploration and Production Company (SNEPCO). The said letter is hereby attached as **Exhibit EFCC 2**.
- p. That the Department of Petroleum Resources replied in a letter reference No. PLLD/880.T dated 1<sup>st</sup> of April 2011 and advised against the transaction on the ground that it was highly prejudicial to the interest of the Federal Government of Nigeria. The said letter is hereby attached as **Exhibit EFCC 3**.
- q. That despite this advise, the then Honorable Attorney General Mohammed Adoke approved the payment of the said sum of \$1.2 Billion bribe money through Federal Government Escrow Account with JP Morgan Chase Bank in London.
- r. That sometime in May, 2011, Nigeria Agip Exploration (NAE) and SNEPCO instructed Chase Bank to release the said \$1,092,040,000 USD into Escrow Account of the Federal Government.
- s. That the said money on the instruction of the then Attorney General of the Federation Mohammed Adoke was transferred from the Escrow account to two banks namely First Bank and

**CERTIFIED TRUE COPY**  
**FEDERAL HIGH COURT**  
**ABUJA**

  
 7/3/17

Keystone Bank operated by Dan Etete and Malabu Oil and Gas Ltd.

- t. That further to paragraph (p) above, the said amount was later laundered with several accounts of individuals and different companies.
  - u. That investigation further revealed that the Federal Government was defrauded by SPDC and Malabu Oil and Gas Ltd by under paying the sum of \$ 210 USD as signature bonus on OPL 245.
  - v. That investigation conducted revealed that Malabu Oil and Gas Ltd and SPDC secured OPL 245 through fraudulent scheme involving high scale bribery and corruption by top management of the company.
  - w. That Italian Police have also conducted extensive investigation on the fraud committed by Shell Nigeria, Agip and Malabu Oil and Gas Ltd culminating in a criminal charge at the Ordinary Court of Milan.
  - x. That the Italian Police in the charge are prosecuting Royal Dutch Shell Plc, Eni Spa and one Scaroni who was its Managing Director, Descalzi was also the General Manager Exploration of Eni. Copy of the charge is hereby attached and marked as exhibits EFCC 4.
  - y. Those also being prosecuted are one Casula and Armana who were senior executives of Nigeria Agip Oil Company and one Pegano who was the Managing Director of Nigeria Agip Oil Company and one Dan Etete and other co conspirators.
10. That the Federal Government of Nigeria has filed a criminal charge with No. FHC/ABJ/CR/268/2016 against Dan Etete and 2(two) others and 5 (Five) Nigerian Companies. Copy of the criminal charge is hereby attached and marked as exhibits EFCF 5.
  11. That in furtherance of paragraph 10 above the Federal Government of Nigeria is in the process of preferring a further charge bothering on Conspiracy, Bribery, Official Corruption and Money Laundering against Shell Nigeria and Nigeria Agip Exploration.


CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

  
7/3/17



- 12. That information available to the Applicant is to the effect that a London judge sitting in the Southwark Crown Court refused to release to Dan Etete and Malabu Oil and Gas Ltd the sum of \$85 Million which is connected to the said fraudulent transaction by Shell Nigeria, Nigeria Agip Exploration and Malabu Oil and Gas Ltd in respect of OPL 245.
- 13. That further to paragraph 12 above, the said sum of \$85 Million Dollars formed part of the proceeds of the fraudulent transaction between Shell Nigeria, Nigeria Agip Exploration and Malabu Oil and Gas Ltd.
- 14. That the said sum was seized as a result of request by the Italian prosecutors.
- 15. That a discreet and thorough investigation is ongoing by the Commission wherein many facts were uncovered which has led to this application.
- 16. That the properties sought to be attached are deemed proceeds of crime and cannot be attached or forfeited to the Federal Government of Nigeria without a Court Order.
- 17. That it has become necessary to obtain an interim court Order to preserve the *res*.
- 18. That this matter is of utmost urgent public interest as same bothers on fraud against economic interests of Federal Republic of Nigeria which then requires thorough investigation on the activities of the suspects.
- 19. That this application is necessary to preserve the *res* and stem the tide of corrupt practices in our democratic society.
- 20. That it is in the interest of justice to grant this application as refusal of this application as the Applicant will be highly prejudiced if same is refused.

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

  
7/3/17

21. That I make this oath bona fide, conscientiously believing the same to be true and correct to the best of my information and findings and in accordance with the Oaths Act.

*[Signature]*  
11/1/17  
DEPONENT

SWORN TO AT THE REGISTRY OF THE FEDERAL HIGH COURT, ABUJA.

THIS 11<sup>th</sup> DAY OF January .....2017

BEFORE ME  
~~COMMISSIONER FOR OATHS~~  
~~FEDERAL HIGH COURT~~  
~~FEDERAL HIGH COURT~~  
~~ABUJA~~  
COMMISSIONER FOR OATHS

FEDERAL HIGH COURT  
ABUJA  
CASHIER'S OFFICE  
Signature: *[Signature]*  
Date: *[Signature]*

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A.B.U.J.A  
*[Signature]*  
7/3/17

EFCC 1

4



# A. A. UMAR & CO

BARRISTERS AND SOLICITORS

ADVOCATES OF THE SUPREME COURT OF NIGERIA

THE EXECUTIVE CHAIRMAN  
EFCC

RECEIVED  
8 FEB 2012

SECRET REGISTRY

ABUJA OFFICE:  
B.M. DALHATU & CO. (PREMISES)  
NO. 59 USUMA STREET MAITAMA  
F.C.T ABUJA

KANO OFFICE:  
NO. 17 ZARIA ROAD,  
GYADI-GYADI NEW LAY-OUT KANO  
0064-912441

20<sup>th</sup> January, 2012

The Chairman,  
Economic and Financial Crimes Commission  
Idiagbon House  
Wuse II, Abuja.

ECONOMIC & FINANCIAL CRIMES  
COMMISSION (EFCC)  
RECEIVED  
DATE 21/02/2012  
OFFICE OF THE EXECUTIVE CHAIRMAN

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

Dear Sir,

PETITION BY PECOS ENERGY LIMITED OF PLOT 416 LOBITO CRESCENT, WUSE II ABUJA AND MOHAMMED SANI AGAINST EDNAN AGANEV OF INTERNATIONALCONSULTING LIMITED OF CONFEDERATION OF SWITZERLAND, CONTONAND CITY OF GENEVA, CONSULAR SERVICE OF UNITED STATESOF AMERICA; MR. RASKY GBINIGIE OF NO. 35 KINGSWAYROAD,IKOYI LAGOS; SHELL NIGERIA ULTRA DEEP LIMITED ('SNUD'); NIGERIAN AGIP EXPLORATION LIMITED ('NAE'); SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LIMITED (SNEPCO) AND MR. DANETETE.

We act as Solicitors to Messrs Pecos Energy Limited and Mohammed Sani (here in after referred to as "Our Clients") and we write this letter on their behalf and instructions.

The main complaint of Our Client is that, the persons and institutions named above conspired, forged, stole and generally manipulated the laws of this country with connivance of some Nigeria officials to deprive Our Clients of their 70% (Seventy per centum) stake in a company known as "MALABU OIL & GAS LIMITED".

### BRIEF HISTORY

MALABU OIL AND GAS LIMITED was incorporated in the year 1998 by the Corporate Affairs Commission and was issued a Certificate No. 334442. The subscribers to the Memorandum and Articles of Association were Mohammed Sani, Kwekwu Amafeha and Hassan Hindu. They were also the 1<sup>st</sup> Directors of the Company. Among other assets of the company were two oil prospecting Licences which were granted by the Nigerian Government upon commencement of business, they are OPL 214 and OPL 245.

*H. ISAS*  
*M. S. I.*  
*W. S. I.*  
*P. S. I.*

*Investigate & report. Be interim report w or by 15/02/2012*  
*MS*  
*14/02*

*7/3/12*

Mohammed Sani subscribed to **50% (Fifty per centum)** shares of Malabu Oil and was appointed a Director of the company. While Messrs Pecos Energy Limited, upon being satisfied with the genuineness of the incorporation of Malabu Oil and Gas Limited and the ownership of one Alhaji Aliyu Mohammed Jabu of shares in Malabu Oil and Gas Limited, bought from the said Alhaji Jabu, his stake, for a consideration of **\$5, 000, 000.00 USD (Five Million U.S. Dollars)**. We attach the sales agreement between Our Client (Pecos Energy Limited) and Alhaji Aliyu Mohammed Jabu together with a Standard Chartered Bank draft evidencing payment of the said shares by Messrs Pecos Energy Limited. The interest of Our Client (Messrs Pecos Energy Limited) was registered at the Corporate Affairs Commission. The respective interests of Our Clients (i.e. their shares in Malabu Oil and Gas Limited) were never transferred or assigned to any person or entity up till the time of writing this petition to you.

**ILLEGAL TRANSACTIONS.**

**i. MR. RASKY GBINIGIE:**

He has always been acting as the Secretary of Malabu Oil and Gas Limited and is aware of the identities of the share holders of Malabu Oil and Gas Limited. Without the consent of Our Clients and in a purported meeting of Malabu Oil, they were purported to have had their shares forfeited. The fake/forged resolution was filed at Corporate Affairs Commission by Mr. Gbinigie on 18<sup>th</sup> December, 2006.

**ii. SHELL NIGERIA ULTRA DEEP LIMITED, NIGERIAN AGIP EXPLORATION LIMITED AND SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LIMITED.**

The above named entities are Nigerian Companies, incorporated under the Laws of Nigeria. They are aware or deemed to be aware of corporate laws of Nigeria as they carry on their business in the Country.

Between **2009** and **2011**, these entities, agreed to buy one of the assets of Malabu Oil; that is **OPL 245** and the price agreed with Mr. Dan Etete was **\$1.3 Billion USD (One Billion, three hundred million U.S. Dollars)**. They were aware of the interest of Our Clients in Malabu Oil. Despite this knowledge, instead of contacting all interested parties, they devised away to "overcome" the problems of Our Clients' interest in the company. This resulted in the taking back of the Oil block granted to Malabu Oil (**OPL 245**) and granting it to the above named companies for the same price of **\$1.3 Billion US Dollars (One Billion, three hundred million U.S. Dollars)**, which money was paid to Mr. Dan Etete. Even if Our Clients are willing to forego their stakes on the Oil block, they are entitled to the **70% (Seventy per centum)** of the proceeds of the sales, which is equivalent to their share holdings in the company. It is the assertion of Our Clients that the whole transaction having been undertaken without their consent is illegal, null and void.

**CERTIFIED TRUE COPY  
FEDERAL HIGH COURT**

**A B U D A** 7/3/17

13

(iii) **MR. DAN ETETE:**

This person is a share holder in Malabu Oil and his interest was represented by one Kwekwu Amafegha at incorporation and subsequently. He owns **30% (Thirty per centum)** of the company's **20,000,000 (Twenty million)** shares of one naira each. He was aware that, the company was granted Oil prospecting licenses Nos. **OPL 245** and **OPL 214** in 1998. He was aware of the potential of **OPL 245** and working in concert with Mr. Rasky Gbinigie caused and altered, illegally, the structure of Malabu Oil share holdings and the Board of Directors. He then commissioned Ednan Agnev of International Legal Consulting Limited of Switzerland to find prospective buyers of **OPL245**. Negotiations and other schemes were perfected to enable Mr. Dan Etete to sell the Oil block for the sum of **\$1.3 Billion U.S. Dollars (One Billion, three hundred million U.S. Dollars)**. Mr. Dan Etete went into a complex payment agreement and has finally been paid the sum of **\$801,092,000.00 (Eight hundred and one Million, Ninety two thousand U.S. Dollars)**, which he has illegally retained to the detriment of Our Clients and will receive the balance as soon as a consulting dispute with International Legal Consulting Limited is settled by a sole arbitrator in London.

**SUMMARY**

1. Malabu Oil and Gas Limited was incorporated in 1998 and when it commenced business in the same year, it applied for and was granted oil blocks known as **OPL 245** and **OPL 214**.
2. Our Clients are owners of **70% (Seventy per centum)** shares of Malabu Oil Gas and Limited with Messrs Pecos Energy Limited having **20% (Twenty per centum)** shares by way of purchase from one Allaji Aliyu Mohammed Jabu for the sum of **\$5, 000, 000.00 USD. (Five million U.S. Dollars)**, its interest was registered with Corporate Affairs Commission. While Mohammed Sani has **50% (Fifty per centum)** shares of Malabu Oil & Gas Limited and has been one of the first Directors of the company.
3. Without the consent or knowledge of Our Clients, Mr. Dan Etete purported to have divested the interest of Our Clients, and thus purported to be the sole owner of the shares of Malabu Oil through his surrogates.
4. Mr. Dan Etete, then negotiated with Shall Nigeria Exploration and Production Company Limited, Nigeria Agip Exploration Limited, through the third party named earlier, surrendered **OPL 245** for the sum of **\$1.3 Billion USD (One Billion, three hundred million U.S. Dollars)** and has already received a part payment of **\$801,092,000.00 USD (Eight hundred and one Million, Ninety two thousand U.S. Dollars)** and will receive the balance as soon as a consulting dispute with International Legal Consulting Limited is settled by a sole arbitrator in London.

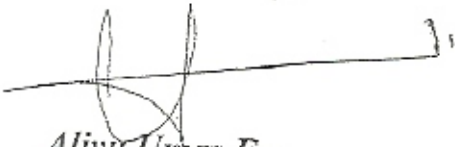
CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A

 7/3/17

**PRAYER**

Our Clients instruct us to request you to use your good office and the powers conferred on you to thoroughly investigate this petition and ensure that justice is done in the matter. Should you require further explanations, Our Clients are willing to give you all the necessary co-operations in conducting your investigations.

Yours faithfully,



*Aliyu Umar Esq.*  
Principal Partner.

Cc:

- i. Pecos Energy Limited.
- ii. Mohammed Sani.

**CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A**



7/3/17


15

PECOS ENERGY LIMITED  
AND  
ALHAJI MOHAMMED SANI

**PETITION**

JANUARY, 2012

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A

  
~~7/3/12~~ 7/3/12

12

PECOS ENERGY LIMITED

AND

MOHAMMED SANI

PETITION AGAINST:

EDNAN AGANEV OF INTERNATIONAL CONSULTING LTD.,  
SWITZERLAND.

THIS IS THE DOCUMENT  
REFERRED TO AS PARAGRAPH  
IN PARAGRAPH

CONTONAND CITY OF GENEVA

CONSULAR SERVICE OF UNITED STATES OF AMERICA

MR. RASKY GBINIGIE, IKOYI, LAGOS.

SHELL NIGERIA ULTRA DEEP LTD. (SNUD)

NIGERIA AGIP EXPLORATION LTD. (NAE)

SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY  
LTD. (SNEPCO).

MR. DAN ETETE

In Respect of

MALABU OIL AND GAS LTD.

JANUARY, 2012

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA



7/3/12



E T C C 2

17 196

OFFICE OF THE HON. ATTORNEY-GENERAL OF THE FEDERATION  
AND MINISTER OF JUSTICE

P.M.B. 192  
Telegrams: Solicitor  
Telephone: 09-5238300  
Telefax: 09-5235208



Federal Ministry of Justice  
Shehu Shagari Way  
Maitama, Abuja FCT  
Nigeria.

HAGF/FMPR/2011/VOL.1/2

The Director,  
Department of Petroleum Resources  
7, Kofo Abayomi Street  
Victoria Island,  
Lagos.

9<sup>th</sup> February 2011

RE: RESOLUTION AGREEMENT BETWEEN FGN,SHELL NIGERIA ULTRA-DEEP, MALABU OIL AND GAS LIMITED, NNPC NIGERIA AGIP EXPLORATION AND PRODUCTION COMPANY NIGERIA LIMITED (SNEPCO) IN RESPECT OF OPL 245- NNPC'S DIRECTIVES

I have been directed to refer to the above subject matter and to inform you that the Federal Government is proposing to negotiate an amicable resolution with all parties involved in this matter.

2. As a preliminary step, one of the parties has forwarded a draft Resolution Agreement to the office of the Honourable Attorney-General of the Federation. As one of the agencies whose interest would be affected by the outcome of these negotiations, I am further requested to forward herewith the draft Resolution Agreement for your necessary comments.

3. It would be highly appreciated if your comments would reach the office of the Honourable Attorney-General of the Federation by Wednesday the 23<sup>rd</sup> of February 2011.

**CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A**

*LD*

7/3/17

18 F99

OFFICE OF THE HONOURABLE ATTORNEY-GENERAL OF THE FEDERATION AND MINISTER OF JUSTICE

4. Please accept the assurances of the high regards of the Honourable Attorney-General of the Federation and Minister of Justice.

Jedy-Agba B. E (Mrs)

For: The Honourable-Attorney General of the Federation  
and Minister of Justice

THE HONOURABLE ATTORNEY-GENERAL  
OFFICE OF THE HONOURABLE ATTORNEY-GENERAL  
OF THE FEDERATION AND MINISTER OF JUSTICE

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

7/3/17

EFC 319 F102

# MINISTRY OF PETROLEUM RESOURCES

DEPARTMENT OF PETROLEUM RESOURCES  
7, KOFO ABAYOMI STREET, V/ISLAND

4611777

P.M.B. No:.....

27478

Telephone:.....

Website: www.dprnigeria.com



PI.LD/880.T

Ref. No:.....

Date:.....1<sup>st</sup> April, 2011.....

The Hon. Attorney-General of the Federation  
And Minister of Justice  
Federal Ministry of Justice  
Shehu Shagari Way  
Maitama, Abuja FCT  
Nigeria

*Handwritten notes:*  
SAS  
Examine the attached document and very carefully draw conclusions  
5/4/11

OFFICE OF THE ATTORNEY-GENERAL  
OF THE FEDERATION  
MINISTER OF JUSTICE  
Abuja

Dear Sir

RE: RESOLUTION AGREEMENT BETWEEN FGN, SHELL NIGERIA  
ULTRA-DEEP, MALABU OIL AND GAS LIMITED, NNPC, NIGERIA AGIP  
EXPLORATION AND PRODUCTION COMPANY NIGERIA LIMITED  
(SNEPCO) IN RESPECT OF OPL 245-NNPC'S DIRECTIVES.

The above subject and the Letter with Ref; No.; HAGF/FMPR/2011/VOL.1/2 dated 9<sup>th</sup> February 2011 from the Office of the Honourable Attorney-General of the Federation and Minister of Justice requesting for our comments on the attached draft Block 245 Resolution Agreement refers, please.

2) In order for the issues to be fully appreciated, the Honourable Attorney General's indulgence is most respectfully craved to allow us present a brief background on the issues regarding OPL 245.

### OPL 245-BRIEF BACK GROUND

OPL 245 was allocated to Malabu Oil and Gas Company Limited (an indigenous company) in April 1998 on a Sole Risk basis. OPL 245 is located in water depths above 1,000m in Nigeria's territorial waters off the Coast of the Niger Delta. Malabu and Shell Nigeria Ultra Deep Limited (SNUD) a special purpose vehicle of Shell Petroleum Development Company Nigeria

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

*Handwritten signature and date:*  
7/3/11

20 F101


Limited (SPDC) concluded arrangements under which SNUD farmed into OPL 245 by way of a transfer of a 40% undivided interest in OPL 245 from Malabu to SNUD subject to final approval of the Deed of Assignment by the Federal Government of Nigeria. However, before the approval of the Deed of Assignment could be given by the Federal Government, the Government on the 2<sup>nd</sup> of July 2001 by way of a revocation withdrew the allocation of OPL 245 from Malabu Oil and Gas Company Limited.

In May 2002, following a bidding process involving SPDC and Exxon-Mobil, SPDC was awarded Contractor Rights in OPL 245 and in December 2003 executed a PSC with the NNPC, lease holders to OPL 245. Following a judicial challenge of the revocation of its licence by Malabu Oil and Gas Limited at the Supreme Court, a settlement judgment was entered into by Malabu Oil and Gas Limited and the Federal Government which resulted in Government re-awarding OPL 245 to Malabu Oil and Gas Limited in 2006 thereby vitiating the PSC between NNPC and SPDC in respect of the OPL.

Subsequent to the re-allocation of OPL 245 to Malabu Oil and Gas Limited, SPDC through SNUD brought arbitration under the Netherlands-Nigeria Bilateral Investment Treaty (BIT) against the Federal Government seeking the following Relief's:

1. A declaration that the FRN has breached the Netherlands-Nigeria BIT;
2. A declaration that each such breach has caused harm to SNUD;
3. An award of such relief as the Tribunal determines, including, but not limited to, a declaration confirming that NNPC is the valid licence holder of OPL 245 and an order instructing FRN to procure NNPC to act in such a way as allows SNUD to implement the terms of the PSC in full restitution of its rights or, alternatively, monetary compensation in respect of the harm caused to the Claimant by the aforesaid breaches;
4. An award of the Claimant's costs for the arbitration;
5. An award of compound interest at a commercial rate on any monetary compensation from the date of the breach or the date payment should have been made or the date of award up to the date of payment;
6. Such other relief as the Tribunal determines appropriate.

**CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
2 A B U J A**

  
7/13/17

2/ F102

Since the institution of the arbitral proceedings at the International Centre for the Settlement of International Disputes ("ICSID"-ICSID Case No.; ARB/07/18), the Parties (SNUD and FGN) have diligently pursued the arbitration to a point where the decision of the tribunal is now being awaited.

4. The fore-going represents the issues in respect of OPL 245 before the latest proposed Resolution Agreement which we shall now proceed to comment on.

5. In the proposed Resolution Agreement, 6 (six) entities, i.e. Federal Government of Nigeria (FGN), Shell Nigeria Ultra-Deep Limited (SNUD), Malabu Oil and Gas Limited (Malabu), Nigerian National Petroleum Corporation (NNPC), Nigerian Agip Exploration Limited (NAE) and Shell Nigeria Exploration and Production Company Nigeria Limited (SNEPCO) are the parties.

6. The Principal Terms of the proposed Resolution Agreement are as follows:

- (i) In consideration of an agreed sum to be paid by FGN to Malabu as determined in the Resolution Agreement (this sum is not stated in the draft), Malabu shall waive all and any interest or rights in Block 245 and grant its consent to the re-allocation of the interests in Block 245, by the FGN as agreed in the Resolution Agreement;
- (ii) SNUD agrees to the re-allocation of its interest in Block 245 to SNEPCO and SNEPCO will reimburse SNUD in respect of costs incurred under Clause 3 (of the Resolution Agreement) and costs of three hundred thirty five million and six hundred thousand US Dollars (\$335,600,000) incurred by SNUD related to the execution of the work-programme pursuant to the terms of the 2003 PSC and in consideration of this payment SNUD would consent to the re-allocation of the interests in Block 245, by the FGN as agreed in Clause 1.3 of the Resolution Agreement (i.e. re-allocation to SNEPCO).
- (iii) The FGN in exercise of its powers under the Petroleum Act Cap P10 LFN 2004 would re-allocate the interests in Block 245 jointly to NAE and SNEPCO and would commit that no Oil Prospecting License (OPL) shall be issued in respect of Block 245 other than to SNEPCO and NAE in accordance with the terms of the Resolution Agreement.
- (iv) Following the re-allocation to NAE and SNEPCO, SNUD shall on behalf of SNEPCO and NAE pay to the FGN a Signature Bonus as determined in the Resolution Agreement while the FGN shall

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
3 ABUJA

HP  
7/3/17

immediately after deliver to NAE and SNEPCO an OPL in their joint names.

- (v) The issuance of the fresh OPL in the names of NAE and SNEPCO shall terminate the 2003 PSC between NNPC and SNUD and both NNPC and SNUD releases and discharges each other fully and effectively from all and any existing and continuing obligations that would otherwise survive the termination of the 2003 PSC except that this release shall not be deemed to extend to any claim or obligations related thereto and arising from this Resolution Agreement.
- (vi) The fresh OPL shall be for a period of 10 (ten) years from the effective date and any subsequent OMLs derived there from shall be for an initial period of 20 (twenty) years.
- (vii) The sum of two hundred and seven million nine hundred sixty thousand US Dollars (\$207,960,000.00) in the escrow account under the Escrow Agreement dated 22<sup>ND</sup> December 2003 shall, following the termination of the Escrow Agreement by SNUD and FGN be paid to the FGN as Signature Bonus for the re-allocation of OPL 245 to SNEPCO and NAE.
- (viii) NAE shall upon the re-allocation of OPL 245 to NAE and SNEPCO deposit an agreed sum in an Escrow account to be jointly opened in the names of FGN and MALABU, this amount representing additional bonus due to FGN.
- (ix) FGN shall in turn release the sum in the joint escrow account to Malabu.
- (x) NAE and SNEPCO shall execute a Production Sharing Agreement (PSA) for the operation of OPL 245.
- (xi) The PSA shall be a Production Sharing Contract PSC as defined in section 17 of the Deep Offshore and Inland Basin Production Sharing Contracts Act, Cap D3, LFN 2004.
- (xii) The applicable fiscal terms applicable to any OMLs derivable from OPL 245 shall be the fiscal terms as provided in the Deep Offshore Act.

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A. B. U. J. A

*[Signature]*  
7/13/17


23 Feb 4

- (xiii) In the event that any change of laws or rules occurs that materially changes the applicable fiscal terms, the Parties to the Resolution Agreement shall agree to such modifications to the Resolution Agreement and or any agreements between them in furtherance thereof as will compensate for the adverse effect of such changes.
- (xiv) The Parties to the PSA (NAE and SNEPCO) being holders of OPL 245 following the re-allocation in accordance with the Deep Offshore Act shall be entitled to the allocation and lifting of Tax Oil under the PSA and shall remit the appropriate taxes to the relevant FGN agencies.
- (xv) ✓ The Signature Bonus to be received by FGN under the Resolution Agreement and the sum of \$335,600.00 incurred by SNUD related to the execution of the work programme pursuant to the 2003 PSC shall be treated as recoverable cost by NAE and SNEPCO in their operation of OPL 245.
- (xvi) The ISCID Arbitration between SNUD and FGN shall be withdrawn and all pending suits between the parties discontinued.
- (xvii) FGN shall grant full and unconditional exemption from any and all taxes, levies, duties, fees, and charges whatsoever (including by way of withholding) arising or relating to the re-allocation of interests (including payments between the parties) contemplated under this Resolution Agreement. X
- (xviii) FGN including all its relevant agencies (NNPC) waives any right to acquire any participating interest in Block 245 and any OML derived there from (including, without limitation, any back-in-right which might be exercisable by NNPC) and waive any title to any portion of production from Block 245 other than the obligation of the Parties to pay royalty and taxes due from such production. Y

7. The preceding paragraphs represent the principal terms of the proposed Resolution Agreement. In our view, the terms of the Resolution Agreement as proposed are highly prejudicial to the interest of Government for the following reasons:

(i) Malabu is yet to pay the Signature bonus for the re-allocation of OPL 245 which is part of the Settlement Judgment in the suit between it and the Federal Government. Further more, FGN paying Malabu to relinquish its right in the Block, which right by reason of Y

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

  
7/3/17

F103  
24

the non-payment of the Signature Bonus is yet to mature would amount to paying Malabu for an asset it does not yet have.

Besides, it is completely contrary to the law and the Petroleum Act in particular for a party to consent to the allocation or re-allocation of an OPL or OML by the Minister.

(ii) SNUD has no interest in OPL 245 except the interest it has in the 2003 PSC between it and NNPC as the sole concessionaire to the Block. Even so, the interest in the 2003 PSC was terminated by the re-allocation of the Block to Malabu. Therefore, there is no basis either in law or fact for the assertion that SNUD has any existing interests in Block 245.

In deed, the main relief sort by SNUD in the ISCID arbitration is as follows: An award of such relief as the Tribunal determines, including, but not limited to, a declaration confirming that NNPC is the valid licence holder of OPL 245 and an order instructing FRN to procure NNPC to act in such a way as allows SNUD to implement the terms of the PSC in full restitution of its rights or, alternatively, monetary compensation in respect of the harm caused to the Claimant by the aforesaid breaches.

Therefore, it is preposterous to be asserting in the Resolution Agreement that SNUD has any interest in OPL 245 which the FGN by agreeing to pay money for would procure the consent of SNUD to re-allocate.

(iii) Granting OPL 245 to NAE and SNEPCO in the manner proposed in the Resolution Agreement would be contrary to the prevalent practice in Nigeria at the moment where Oil Prospecting Licenses are now granted on the basis of transparent and open competitive licensing rounds. FGN by committing to re-allocate the Licence to NAE and SNEPCO in this manner would be opening itself up to scandal and even future litigations more so when NAE hitherto the present Resolution Agreement was not a party to any of the transactions between the parties in respect of OPL 245.

(iv) Further more, the Resolution Agreement proposes to award OPL 245 to NAE and SNEPCO on a Sole Risk basis with out the FGN nor any of its agencies having a right of "back-in" in any future OML derived from the Block ( this is untenable because

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A

7/13/17

111



F/06  
25

parties can not by their Agreement exclude the operation of a Legislation in force).

FGN by agreeing to this proposal would be throwing away an enormous amount of financial resources more so when under the 2003 the NNPC was the concessionaire on the block. Indeed, there is no economic justification for removing NNPC as concessionaire and excluding the right of the FGN through NNPC to back-in or have a share of any production from the Block. Such an arrangement would leave for the FGN very little of the enormous potential economic value from the Block and create uncertainty in the interpretation and application of the relevant Nigerian Laws in this area.

In this regard, the FGN should not be unmindful of the still unresolved judicial cases involving the interpretation and application of the Deep Offshore Act and the Back-in-Right Regulations in the cases involving SAPETRO and the FGN on the one hand and Fanfa and the NNPC on the other. By endorsing an Agreement such as is being proposed in this case, the FGN would be weakening its arguments in both cases and further throwing confusion in the practice of the law.

(xix) Further more, it is not sound policy for the FGN to be agreeing with private entities to under mine the intent and purpose of any future legislation or regulation it might make in respect of fiscal terms applicable to petroleum production operations. This is the direct effect of the term in the proposed Resolution Agreement requiring the parties to the Agreement to meet and agree to such modifications to the Resolution Agreement and or any Agreements between them in furtherance thereof as will compensate for the adverse effect of any future changes in the law.

(xx) Also, the proposal in the Resolution Agreement purporting to give NAE and SNEPCO the right to lift Tax Oil under the PSA to be signed between the two upon the allocation of OPL 245 to both parties on the execution of the Resolution Agreement would be contrary to the usual practice where the NNPC lifts Tax Oil on behalf of the FGN under the PSCs. It should be noted here that Tax Oil and its lifting confers several other economic advantages aside from the tax revenue payable to government.

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

7




7/3/17

26 F107

- (xxi) Two of such advantages are the huge financial value arising from the arbitrage of the Tax Oil which would now go to NAE and SNEPCO and the enormous leverage that the FGN exercises by virtue of NNPC lifting the Tax Oil which would no longer be there where NAE and SNEPCO to lift the Tax Oil.
  
- (xxii) Also, the proposed Resolution Agreement provides for the treatment of the Signature Bonus received by the FGN under the Agreement and the sum of \$335,600.00 purportedly incurred by SNUD related to the execution of the work programme pursuant to the 2003 PSC as recoverable cost by NAE and SNEPCO. In effect, this means that the FGN would not have received any Signature Bonus on the Block and FGN would have indirectly paid for SNUD's claimed expenditure under the 2003 PSC.
  
- (xxiii) Further more, the matter of OPL 245 is already subject to arbitration at the instance of SNUD. That arbitral proceeding is far gone and a decision is expected any moment soon. After agreeing to submit to arbitration and expending so much time and expenses in the conduct of the arbitration, it would be counter-productive at this final stage to truncate what ever the outcome of the arbitration would be.
  
- (xxiv) The notion of a six party settlement at this stage is some thing that in our view would not be feasible. This is because Malabu is not a party to the arbitration. Therefore there is no basis for the Company to agree to a settlement at this stage, when there is no decision yet that is adverse to its interest in the block.
  
- (xxv) Indeed, it is not in the best interest of the FGN at this stage to encourage any settlement of the issue outside the pending arbitral decision/award for the following reasons:
  - (i) The position of the FGN has not been proven to be untenable or weak hence there is no real threat that the arbitral award would go against the interest of the Government; and
  
  - (ii) SNUD is seeking for either the Re-allocation of the Block to NNPC as Licensee and Shell as Contractor under the PSC between NNPC and SNUD; or in the alternative the award of the Monetary Value of the Block plus interest. In our view, none of these two

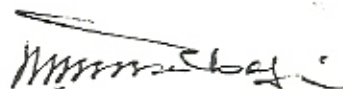
CERTIFIED TRUE COPY  
8 FEDERAL HIGH COURT  
A B U J A

  
7/3/17


27 F/08

out-comes can leave the FGN without any viable options if any of them were to occur. Hence, the FGN is in an excellent position legally and economically at this time to hedge, pending the outcome of the arbitration and then choose what best option suits its interest after the result of the arbitration is known.

In conclusion, the Resolution Agreement as proposed is highly prejudicial to the interest of the Federal Government, more so when there is considerable leverage on the part of the FGN irrespective of the outcome of the arbitration. Government should therefore re-evaluate the proposal with a view to securing for the FGN a more advantageous out come from any resolution of the matter.

  
W.A.OBAJE,fnape,fnmgs.  
Director, Department of Petroleum Resources

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A

  
7/3/17

EFCC 4  
PROSECUTOR'S OFFICE  
AT THE ORDINARY COURT OF MILAN

28

Proceeding n. 54772/13 R.G.N.R.

Notice of conclusion  
of preliminary investigation  
under art. 415 bis Criminal Procedure Code.

The prosecutor

having regard to the proceedings of the criminal case in the epigraph against

1. **Scaroni Paolo** born in Vicenza on 28.11.1946

Defended by lawyer Alberto Moro Visconti of the Milan Court and by lawyer Enrico De Castiglione of the Milan Court, both with offices in Milan, piazza San Pietro da Gessate, 2  
By choice domiciled by the defenders

2. **Descalzi Claudio** born in Milan on 27.02.1955;

Defended by lawyer Paola Severino of the Rome Court, with offices in Rome via Ciro Menotti, 4  
By choice domiciled by the defender

3. **Casula Roberto** born in Cagliari on 22.05.1962;

Defended by lawyer Guido Carlo Alleva of the Milan Court, with offices in Milan, via Vincenzo Monti, 6  
By choice domiciled by the defender

4. **Armana Vincenzo** born at Piazza Armerina on 27.02.1972

Defended by lawyer Fabrizio Siggia of the Rome Court with offices in Rome, via Cardinal De Luca, 22 and by lawyer Luca Santa Maria of the Milan Court, with offices in Milan, via Serbelloni, 1  
By choice domiciled by the defender lawyer Luca Santa Maria

5. **Pagano Ciro Antonio** born in Toronto (Canada) on 10.03.1962

Defended by lawyer Federica Rinaldini of the Milan Court with offices in Milan, Via Fontana n.1  
By choice domiciled by the defender

6. **Obi Chukwuemeka Zubelum** born in Lagos (Nigeria) on 14.05.1971

Defended by lawyer Sergio Spagnolo of the Milan Court and by lawyer Paolo Tosoni of the Milan Court, both with offices in Milan, viale Piave II  
By choice domiciled by the defenders

7. **Aghev Ednan Tofik Ogly** born in Baku (Russia) on 25.10.1956

Defended by lawyer Francesco D'Alessandro of the Castrovillari Court, with offices in Milan, via Turati 29 by the Studio Rock  
By choice domiciled by the defender

8. **Di Nardo Gianluca** born in Venice on 28.10.1967

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

#  
7/3/17

Defended by lawyer Fabrizio Manganiello of the Milan Court, with offices in Milan, via Sant'Eusebio 24  
By choice domiciled by the defender

9. **Bisignani Luigi** born in Milan on 18.10.1953  
Defended by lawyer Lattanzi Fabio of the Rome Court and lawyer Massimo Pellicciotta of the Milan Court, with offices in Milan, via Lavater 5  
By choice domiciled by the defender lawyer Massimo Pellicciotta

10. **Falcioni Gianfranco** born at Domodossola on 14.4.1945  
Defended by lawyer Gian Filippo Schiaffino of the Milan Court, with offices in Milan, via Ardgo Boito 8  
By choice domiciled by the defender

11. **Etete Dauzia Loya** called **Dan** born in Odi (Nigeria) on 10.1.1945  
Defended by lawyer Antonio Secci of the Milan Court, with offices in Milan, via Alfonso La Marmora 40  
By choice domiciled by the defender

12. **Eni spa**  
with registered office in Rome, Piazzale Mattei 1 – pro tempore legal representative: Emma Marcegaglia, born in Mantova on 24 December, 1965  
defended by lawyer Carlo Federico Grosso of the Turin Court and lawyer Nerio Dioda of the Milan Court  
By choice domiciled at the legal department of Eni in Rome, Piazzale Mattei 1

13. **Royal Dutch Shell PLC**  
with registered office in The Hague (The Netherlands), Carel Van Bylandtlaan, 30  
pro tempore legal representative: Van Beurden Bernardus Cornelis Adriana Margriet, born in Roosendaal en Nispen, on 23 aprile 1958  
defended by lawyer Bruno Lorenzo Cova of the Turin Court and lawyer Francesca Petronio of the Milan Court, with offices in Milan, via Rovello, 1  
By choice domiciled by the law firm Paul Hastings (Europe) LLP, in Milan, via Rovello, 1

for crimes and administrative offenses listed below:

Scaroni, Descalzi, Casula, Armanna, Pagano, Falcioni, Bisignani, Di Nardo, Obi, Agae, Erete  
online under articles 110, 112 n.1, 319, 321, 322, bis comma 2 n.2 Criminal Code; articles 3 and 4 law 146/2006

because

- **Scaroni**, in his capacity as Managing Director and General Manager of Eni,
- giving the consent to the intermediation of Obi proposed by Bisignani and inviting Descalzi to conform to it;
- being constantly informed by Descalzi about the evolution of the negotiations and meeting personally, along with Descalzi, Nigeria's President Goodluck Jonathan both at the stage of finalizing agreements (13 August 2010) as well as in the final stage, during an electoral gathering in Nigeria, on 22 February 2011;

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT

A B U J A

Handwritten signature and date: 7/3/11

Descalzi, as General Manager of the Exploration & Production Division of Eni from July 2008

- taking personal contacts with Emeka Obi and with Eni executives in Nigeria Casula and Armanna and being informed of the request of fees;
- receiving from Bisignani indications about behaviour to bear in the negotiations;
- agreeing with his counterpart Malcolm Brinded of Shell the price of the deal, to the extent of \$ 1.3 billion, and later, up to the conclusion of the negotiation, coordinating with the same Brinded the position of the two companies Eni and Shell;
- meeting, along with Scaroni, President Jonathan to define the deal;

Casula, as Eni officer responsible for operational and business activities in Sub-Saharan Africa based in Nigeria:

- signing, on behalf of NAE (Nigerian Agip Exploration Ltd) commitments with Obi and constantly liaising with the latter during the negotiations;
- reporting to Descalzi;
- keeping operational contacts with his counterpart in the Shell, Peter Robinson, and organizing meetings with Shell executives at his home in Nigeria;
- preparing with Obi and Descalzi the meeting on August 13, 2010 in Abuja with President Jonathan concerning the OPL245 deal and participating to a subsequent meeting with the aforesaid Jonathan on February 22, 2011
- attending meetings held at the office of the Attorney General in Abuja (Nigeria) from November 18 to 25 2010, with the presence of the Attorney General Bello Adoke and Alhaji Abubaker, during which economic conditions of the deal were agreed (1.3 bn.)
- participating to the next meeting with Dan Etete in Milan on the night between November 30 and 1 December 2010, present Agaev and Obi, for fixing issues concerning fees;
- coordinating with Armanna;
- overseeing activities of the negotiating team of Eni, up to the drafting of the texts of the "resolution agreements";
- being informed of the movements of money after the signing of the resolution agreements;

Armanna, in his capacity of senior advisor of NAO (Nigerian Agip Oil Company Ltd) and Vice President for Eni's sub-Saharan upstream activities:

- maintain relations, from the beginning, with Obi and Etete, having full knowledge about the destination a large part of the sums paid by Eni to political sponsors of the operation and about agreements for paying back significant sums to executives of Eni and Shell companies;
- informing Bisignani of the trend of negotiations and getting indications about behavior to be kept;
- meeting in more occasions the Attorney General Muhammed Bello Adoke and discussing with him the same issue of the fees;
- attending meetings at the Attorney General from November 18 to 25 2010, present the Attorney General Adoke and Alhaji Abubaker, in which economic conditions of the deal were agreed (1.3 bn.);
- receiving from Adoke in December 2010, the indication about the negotiating scheme finally and actually adopted and focused on an active role of the Nigerian government (FGN) which under the agreements would have reallocated the OPL245 license to Eni and Shell and received the payment of the "consideration" of \$ 1.092.040.000 destined to Etete, over the "signature bonus" of \$ 207.960.000;
- coordinating with Falcioni and Bajo Oyo for the further transfer of the money paid by Eni onto the account of the Nigerian government at JP Morgan Chase in London and then getting from Bajo Oyo the sum of € 917,952 with the false purpose "heritage Armanna";

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A

*[Signature]* 7/3/17

Pagano, in his capacity as managing director of NAE

- signing up on behalf of NAE the offer submitted on 30 October 2010 to Raiffeisen Bank, advisor of Obi, for the purchase of 100% of the "participating interest" of Malabu in OPL245 through the following payments: \$ 207.960.000 in favour of the Nigerian government as signature bonus and \$ 1.053.000.0000 directly to Malabu;
- attending meetings with Shell executives at the home of Casula in Nigeria;
- participating to the meeting with President Jonathan on February 22, 2011;
- signing on behalf of NAE, the FGN Resolution Agreement on 29 April 2011;

Obi, in his capacity as holder of the company Energy Venture Partners Ltd (EVP):

- receiving from Etete the task of finding a buyer for the block 245 and agreeing with Etete that the difference – so-called "excess price" - between the amount that ENI / NAE agreed to pay and the amount accepted by Etete would be retained by Obi, with the forecast that said premium had to be earmarked for the remuneration of the same Obi and his sponsors Di Nardo and Bisignani, Eni and Shell and the Nigerian public officials, in particular the oil minister Diezani Alison Madueke;
- signing on 25.2.2010 a "confidentiality agreement" with NAE whereby Obi received in fact an exclusive right to deal with Etete;
- operating in accordance with Ednan Agaev, who acted as an intermediary in close contact with Shell executive Peter Robinson and Guy Colegatee John Copleston – Shell advisors;
- meeting on several occasions the Attorney General Adoke and maintaining relations with the same as well through persons associated with him, namely Roland Ewubare and Oghogo Akpata;
- maintaining as well relations with Diezani Alison Madueke and the General Gusau;
- keeping constant contacts with Descalzi, Casula and Armanna and informing them of developments in the negotiations;
- liaising, through Di Nardo, with Bisignani and Scaroni;
- receiving from the NAE on 30 October 2010 the offer for the purchase of 100% of the "participating interest" of Malabu in OPL245 and delivering it to Etete;
- by participating to the meeting with Etete in Milan on the night between November 30 and December 1 2010, present Obi, Agaev and Casula, to define the issues concerning fees;
- continuing to hold contacts with Descalzi and Casula up to the adoption of the time next to the adoption by the FGN of the Resolution Agreement;

Agaev, in its capacity as owner of the company International Legal Consulting Ltd (ILC), conducting activities of intermediary between Shell and Etete

- receiving a contract from Etete to assist in the negotiations on the sale of the rights of Malabu in OPL245 and agreeing upon a "success fee" of 6%;
- encountering Richard Granier Deferre - trustee and former co-defendant of Etete - and discussing with him the conditions of the relationship with Etete;
- keeping constant contact with Emeka Obi and agreeing with him the position to be taken in regard to Eni and Shell companies;
- meeting several times Peter Robinson of Shell and John Copleston and Guy Colegate - these already operating at MI6 and subsequently hired by Shell as Senior Business Advisor and Strategic Investment Advisor;
- meeting on several occasions the National Security Advisor General Aliyu Gusau and getting from him information on the expectations of President Jonathan and the other members of the government; putting in contact Gusau with Obi close to the visit of Scaroni and Descalzi to President Jonathan in August 2010;
- participating to the meeting with Etete in Milan on the night between November 30 and December 1 2010, present Obi, Agaev and Casula, for the definition of issues regarding fees;
- maintaining relations with Etete until the transaction closes;

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

**Di Nardo**

- proposing the intermediary of Emeka Obi to acquire OPL245 and keeping in constant contact with the latter;
- acting as a link person between Obi and the top management of Eni through Bisignani;

**Bisignani**

- presenting to Scaroni the possibility to carry through the deal of OPL245 through the intermediation of Obi and receiving the consent of Scaroni;
- meeting, at the home of Scaroni, Claudio Descalzi and confirming the need for the intermediation of Obi, taking into account the terms of his relationship with Nigerian government circles;
- meeting Armanna and pleading with him the cause of Obi;
- discussing with Descalzi the evolution of the negotiations and giving indications about the behaviors to be kept;
- keeping constant contacts with both Scaroni as well as Descalzi in the phase of the definition of the agreement on the economic conditions of the deal (1.3 bn) in November 2010;

**Falcioni**

- accepting the task, in the final phase of the story, to distribute the money paid by Eni for the OPL 245 license and to this purpose establishing the company Petrol Service and opening the account A209798 Bank payable to Petrol Service Co. LP at BSI Lugano on which was transferred on 31.5.2011 the sum of \$ 1.092.040.000 (sum returned a few days later from Lugano BSI to JP Morgan Chase in London for "compliance" reasons);
- keeping contacts and entering into written agreements with Bajo Oyo for the retrocession of a portion (\$ 50 million) of the amount paid by Eni, and informing Armanna of relationships in place;

**Etete**, in his capacity as representative of Malabu company, holder by fraudulent means from 1998 of OPL245 exploration license

- establishing negotiations with Eni and Shell, also through Agaev and Obi, to sell back OPL 245 against a remuneration;
- receiving from the Minister of Petroleum Diezani, following the decision of President Jonathan, the authorization to dispose of 100% of OPL 245;
- conducting confidential negotiations with Aliyu Abubaker, who worked as an agent of Goodluck Jonathan;
- accepting, under government's pressure, the total sum of \$ 1.3 billion that had been established by Eni and Shell;
- agreeing with the Minister of Petroleum Diezani Adoke and the Attorney General, as well as Eni and Shell, the Resolution Agreements of 29 April 2011;
- receiving from the Nigerian government on the basis of FGN Resolution Agreement \$ 801.5 million and transferring to Alhaji Aliyu Abubaker, directly or through companies connected to him, sums of money amounting to about \$ 520 million to be allocated to the payment of President Jonathan, members of the Government and other Nigerian public officials;

in concurrence among them, and with Abubaker Alhaji Aliyu, Malcolm Brinded, Peter Robinson, Guy Colegate, John Coplestone, against whom we precede separately

carried out convergent actions aimed at letting companies Eni and Shell companies, 50% each, obtain exploration rights on block 245 in Nigeria in return for the payment of the sum of \$ 1,092,040,000 to the Malabu company (attributable to Dan Etete) allegedly holder of the rights on the block 245, having been agreed during the negotiations for the acquisition of the block, that such funds, net of forfeited funds by the same Etete (about \$ 250 million used by Dan Etete for his own benefit and of very numerous other beneficiaries for the purchase of properties, planes, armored cars, etc.) were largely intended, as in fact happened, for the remuneration:

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT

A B U J A

7/13/17



- of the President of Nigeria Goodluck Jonathan and other members of the Nigerian Government in office at the relevant time - namely the oil minister Diezani Alison Madueke and the Attorney General Muhammed Bello Adoke;

of other Nigerian public officials such as the National Security Advisor Aliyu Gusau, the member the House of Representatives Bature Umar, former Senator Ikechukwu Obiorah - holders of conditioning powers on President Jonathan and other members of the government;

- of the former Attorney General Christopher Baje Oyo, for his role in the reallocation of the license OPL 245 to Malabu on 30.11.2006 and subsequent activities of "adviser";

- and in part held back by intermediaries and partly retroceded in favor of Eni and Shell officers;

\* in order to determine public officials Goodluck Jonathan, President of Republic of Nigeria and, \* each for the part of his/her own responsibility, the minister of justice and Attorney General Mohammed Bello Adoke and the oil minister Diezani Alison Madueke, as well as, with intermediary functions in negotiations, other public officers mentioned above (Baje Oyo, Gusau, Bature, Obiorah), to adopt on 29 April 2011 the act known as the FGN Resolution Agreement, formulated in terms of act settling disputes and having the effect to award Eni and Shell 50% each exploration rights on the block 245 in the deepwater of the Nigerian republic

- Without tender

- At a price unilaterally established by Eni and Shell

- In violation of the reserve of shares granted to so-called "indigenous companies" on the basis of governmental guidelines ("Government's Policy of 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 provision of applicability of a favorable tax regime (the one provided by the Deep Offshore and Inland Basin Production Sharing Contracts Act Chapter D3, Laws of the Federation of Nigeria 2004) and a safeguard clause against future changes in taxation regime

- With express limitations and constraints to the power of the Nigerian government, and any government entity or agency, to take over the exploitation of the oil block and

- With the provision of the obligation for the Nigerian government to "keep Eni and Shell safe from any future legal action concerning the block and possible adverse rulings and procedural expenses";

to this end, they concurred in the payment dated 24.5.2011 by the NAE (Nigerian Agip Exploration) of the sum of \$ 1,092,040,000 onto the escrow account of the FGN (Federal Government of Nigeria) at JP Morgan Chase in London;

Funds (\$ 1,092,040,000) transferred on 31.5.2011 to the account of Petrol Service Co.- attributable to Falcioni - at BSI Lugano and subsequently, on 3.6.2011, returned by the bank BSI to JP Morgan Chase London for reasons of "compliance ";

subject on 4.8.2011 to freezing, as to \$ 215 mio, due to the legal action brought by Obi against Malabu/Etete at London Commercial Court;

transferred on 24.8.2011, to the extent of \$ 801.5 million, onto the Nigerian accounts of Malabu and later:

- as for \$ 54,418,000 collected in cash by Abubaker Aliyu

- as for \$ 466,064,965.44 transferred to Bureau de Change in Abuja and later handled in cash in Nigeria - after repeated conversions in local currency and as a result of transactions named "forex trade" - by Abubaker Aliyu; funds aimed at remunerating public officials such as the same Jonathan, the Attorney General Mohammed Bello Adoke, the Minister of Petroleum Diezani Alison Madueke; the Minister of Defense and former National Security Advisor Aliyu Gusau;

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT

ABUJA

7/3/17

- as for \$ 10,026,280 paid to the former Attorney General Christopher Adebayo Ojo (Bajo Oyo);
- as for \$ 11,055,000 paid to the former senator Ikechukwu Obiorah;

and for the part allocated to the retrocessions to Eni directors and executives:

transferred to the extent of € 917,852 on 8.5 .2012 in favor of Vincenzo Armanna, onto a bank account at UBI Bergamo, from the above-mentioned Bajo Oyo, with the purpose of "heritage Giuseppe Armanna ";

- delivered in cash, in an amount detected in \$ 50 million, at the home of Roberto Casula in Abuja;
- paid, at the end of the legal action at the London Commercial Court, in two tranches
- on the date of 27 March 2014 as for \$ 112,616,741 and later on the date of 28 March 2014 as for \$ 6,272,955 – onto the account of EVP Energy Venture Partners of Obi at LGT Bank Schweiz Geneva, from which account on 02.05.2014 a part of this sum, namely CHF 21,185 million, was transferred by Obi to the account FOF Fox Oil Fund Lda of Gianluca Dinardo at the bank Safra Sarasin in Lugano

With the aggravating circumstance of the number of people and the facts being committed by criminal groups operating in more states.

In Milan, Abuja, The Hague, London, Lugano and other places from Autumn 2009 to 2 May 2014



administrative offense under articles 5, 6, 7 and 25, comma 3 ° and 4 ° Legislative Decree no. 231/2001

with reference to the offense committed as specified above, in the interest and for the benefit of Eni SpA:

- By Paolo Scaroni, Claudio Descalzi, Roberto Casula, people in senior positions within Eni SpA;
- By Armanna Vincenzo, Ciro Antonio Pagano - subject persons - for effect of failure of management or supervisory obligations by the company.

In Milan, Abuja, The Hague, London, Lugano and other places from Autumn 2009 to 2 May 2014



administrative offense under articles 5, 6, 7 and 25, comma 3 ° and 4 ° Legislative Decree no. 231/2001

with reference to the offense committed as specified above, in the interest and for the benefit of Ro:

- By Malcom Brinded and Peter Robinson, people in senior positions within Royal Dutch Shell Plc;
- By Guy Colegate e John Coplestone – subject persons - for effect of failure of management or supervisory obligations by the company.

In Milan, Abuja, The Hague, London, Lugano and other places from Autumn 2009 to 2 May 2014

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

Handwritten signature and date: 7/3/17

35

**Injured parties**

Federal Republic of Nigeria, by the Nigerian Embassy in Rome, Via Orazio n. 14

warns

suspects, the mentioned organizations and their defenders, as indicated above, that the documents relating to completed investigations is filed with the secretary of the Public Prosecutor and that are entitled to examine them and take copies.

warns

suspects, the mentioned organizations and their defenders, as indicated above, that are entitled to, within a period of 20 days to submit statements, produce documents, deposit documents relating to the defense investigations, ask the prosecutor to carry out acts of investigation, as well as to show up to make statements or ask to be subjected to interrogation

DEPARTMENT OF THE ATTORNEY GENERAL  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535  
THIS DOCUMENT IS UNCLASSIFIED  
DATE 08-14-2013 BY 60322 UCBAW/STP

**CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A**

*[Handwritten Signature]*  
7/13/17

EFC 5.

36

IN THE FEDERAL HIGH COURT OF NIGERIA

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ABUJA FHC/ABJ/01/1265/2016

CHARGE NO:

BETWEEN

FEDERAL REPUBLIC OF NIGERIA .....COMPLAINANT

AND

1. DUAZIA LOYA ETETE (aka DAN ETETE)

2. ALIYU ABUBAKAR

3. MOHAMMED ADOKE

4. MALABU OIL & GAS LTD

5. ROCKY TOP RESOURCE LTD

6. IMPERIAL UNION LTD

7. NOVEL PROPERTIES & DEV. CO. LTD

8. GROUP CONSTRUCTION LTD

9. MEGATECH ENGINEERING LTD

.....DEFENDANTS

CHARGE

That you Dauzia Loya Etete (aka Dan Etete) and Malabu Oil & Gas Ltd, on or about 24<sup>th</sup> August, 2011 in Abuja within jurisdiction of this Honourable Court directly or indirectly took control of sum of \$400,000,000 (Four Hundred Million US Dollars) only paid from the Federal Government of Nigeria Escrow account No. 41451493 IBAN 30CHAS609242411492 with JP Morgan Chase Bank in London into the account of Malabu Oil & Gas Ltd domicile in PHB PLC (now Key Stone Bank) account No. 1005552028 when you knew that the funds formed part of the proceeds of an unlawful activity to wit: Fraud and thereby committed an offence contrary to section 15(2) of the Money Laundering (Prohibition) Act 2011 as amended in 212 and punishable under section 15(3) of the same Act.

FEDERAL HIGH COURT  
CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA  
17/3/17


## COUNT 4

That you Dausia Loya Etete (aka Dan Etete) and Malabu of Oil & Gas Ltd on or about the 10<sup>th</sup> August, 2011 in the Abuja within the jurisdiction of this Honourable Court directly or indirectly converted the sum of \$401,540,000 (Four Hundred and One Million, Five Hundred Thousand US Dollars) only which sum was transferred from the Federal Government of Nigeria Escrow account No. 41451493 IBAN GB 30CHAS609242411493 with JP Morgan Chase Bank in London into the account of Malabu Oil & Gas Ltd domiciled in Bank PHB (now Key Stone Bank) account No. 1005552028 which you purportedly claimed was received as payment for oil prospecting license (OPL) 245 when you knew that the said funds formed part of the proceeds of your unlawful activity, to wit: fraud and thereby committed an offence contrary to section 15(2) (b) of the Money Laundering (Prohibition) Act 2011 as Amended in 2012 and punishable under section 15(3) of the same Act .

## COUNT 5

That you Aliyu Abubakar, Rocky Top Resources Ltd, sometime in 2011 in Abuja within the jurisdiction of this Honourable Court did retain the sum of \$336, 456, 906.78 (Three Hundred and Thirty Six Million Four and Fifty Six Thousand Nine Hundred and Six Dollars, Seventy Eight Cent) only in Bank PHB PLC (now Key Stone Bank) account No. 1005556552 belonging to Rocky Top Resources Ltd when you reasonably ought to have known that the said funds formed part of the proceeds of an unlawful activity of Dan Etete and Malabu Oil & Gas Ltd to wit: fraud and you thereby committed an offence contrary to section 15 (2) (d) of the

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A

  
FB/A

money laundering (prohibition) Act 2011 as amended in 2012 and punishable under section 15 (3) of the same Act.

COUNT 6

That you Dauzia Loya Etete (aka Dan Etete) and Malabu Oil & Gas Ltd some time in Abuja within the jurisdiction of the Honourable Court having reason to know that the aggregate sum of \$801, 540, 000 (Eight Hundred & One Million, Five Hundred & Forty Thousand US Dollars ) only directly represent the proceeds of an unlawful activity of Malabu Oil and Gas Ltd, to wit, fraud in respect of the said amount used the said funds and you thereby committed an offence contrary to section 15(2) of the Money Laundering Act 2011 as Amended in 2012 and punishable under section 15(3) of the same Act .


COUNT 7

That you Dauzia Loya Etete (aka Dan Etete), Malabu Oil and Gas Ltd and Mohammed Adoke Bello SAN CFR sometime in 2011 in Abuja within the jurisdiction of this Honourable Court conspired among yourselves to commit Money Laundering offences contrary to section 15 of the Money Laundering (Prohibition) Act 2011 AS Amended in 2012 and punishable under section 15(3) of the same Act.

COUNT 8

That you Mohammed Adoke Bello SAN CFR on or about the 10<sup>th</sup> August, 2011 in Abuja within the jurisdiction of this Honourable Court aided Dauzia Loya Etete (aka Dan Etete) and Malabu Oil & Gas Ltd to commit the offence of money laundering by facilitating the payment of an aggregate sum of \$801,540,000 (Eight Hundred & One Million, Five Hundred & Forty Thousand US dollars) only to Dauzia Loya Etete (aka

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

 7/13/17

Dan Etete) and Malabu Oil & Gas Ltd through the Federal Government of Nigeria Escrow account No, 41451493, IBAN GB 30CHAS609242411493 with JP Morgan Chase Bank in London which you reasonably ought to have known represented the proceeds of an unlawful activity, to wit; fraud and thereby committed an offence contrary to section 18(a) of the Money Laundering (Prohibition) Act 2011 as Amended in 2012 and punishable under section 15(3) of the same Act.

COUNT 9

That you Aliyu Abubakar, Rocky Top Resources Ltd, Novel Properties & Dev. Co. Ltd, Group Construction Ltd and Megatech Engineering Ltd between Aug, and December, 2011 in Abuja within this Honourable Court disguised the origin of an aggregate sum of \$478, 603,750 (Four Hundred and Seventy Eight Million, Six Hundred and Three Thousand, Seven Hundred and Fifty US Dollars) only by paying several companies for services rendered when you reasonably ought to have known that the said funds directly represented the proceeds of an unlawful activity of Dauzia Loya Etete (aka Dan Etete) and Malabu Oil & Gas Ltd, to wit, fraud and you thereby committed an offence contrary to section 15(2), (a) of the Money Laundering (Prohibition) Act 2011 as Amended in 2012 and punishable under section 15(3) of the same Act .

DATED 16 DAY OF 12 2016

*[Signature]*  
Jonson Ojogbane, Esq. (JP),  
C.C. Ndubeze,  
H.M. Mohammed,  
Victor Ukagwu,  
Complainant's Counsel,



CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A.B.U.J.A

*[Signature]*  
7/3/17

Economic and Financial Crimes Commission  
No 1. Hombori Street, off Freetown  
Street, off Adetokunbo Ademola  
Crescent, Wuse II, Abuja.  
08162796041 or 08052137803.

**CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA**

THIS IS THE DOCUMENT  
REFERRED TO AS EXHIBIT  
IN PARAGRAPH  
OF THE  
AFFIDAVIT

7/3/17



*File*  
*11/17*  
*1:29*  
*pm*

41

IN THE FEDERAL HIGH COURT OF JUSTICE  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA

SUIT NO: FHC (ASJ) CS/14/2017

IN THE MATTER OF AN APPLICATION BY THE CHAIRMAN OF THE ECONOMIC AND FINANCIAL CRIMES COMMISSION FOR AN ORDER OF INTERIM ATTACHMENT OF OIL PROSPECTING LICENCE 245 PRESENTLY HELD BY SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LIMITED (SNEPCO).

EX-PARTE ORIGINATING SUMMONS

BROUGHT PURSUANT TO SECTIONS 24(a), 26(1)(a) & (3), 28, 29(a) & (b) OF THE ECONOMIC AND FINANCIAL CRIMES (ESTABLISHMENT) ACT, 2004, AND SECTION 44(2)(K) OF THE CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA, 1999 (AS AMENDED) AND THE INHERENT POWERS OF THIS HONOURABLE COURT

WRITTEN ADDRESS IN SUPPORT OF EX PARTE ORIGINATING SUMMONS

1.0 INTRODUCTION:

1.1 May it please this Honourable Court; the Applicant filed an ex parte application for an interim attachment of the respondent's properties pursuant to Sections 24(a), 26(1) (a) & (3), 28, 29(a) & (b) of the Economic and Financial Crimes (Establishment) Act, 2004, and Section 44(2)(k) of the Constitution of the Federal Republic of Nigeria, 1999 (As Amended) and the inherent powers of this Honourable Court pending the determination of the criminal investigation and trial against the respondent.

1.2 The application is supported by 21 paragraphs affidavit deposed to by Ibrahim Ahmed who is an investigating officer with the EFCC.

Furthermore, this written address seeks to serve as the argument of the applicant in support of the application. We adopt same and urge your lordship to grant the application.

2.0 ISSUES FOR DETERMINATION:

The singular issue we propose for determination is:

WHETHER THIS HONOURABLE COURT HAS THE POWERS TO GRANT THE ORDERS SOUGHT BY THE APPLICANT AND

FEDERAL HIGH COURT  
CASHIER'S OFFICE  
ABUJA  
OFFICER  
CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA  
7/3/17

42

WHETHER THE APPLICANT IS ENTITLED TO THE ORDERS SOUGHT?

3.0 ARGUMENT

3.1 We answer this in the affirmative and we submit with respect that this Court has the powers to grant the orders sought and that the Applicant is entitled to the orders sought.

3.2 My lord, the crux of this application is that the Commission received petition against Shell Nigeria Ultra Deep Limited (SNUD); Nigerian Agip Exploration Limited (NAE); Shell Nigeria Exploration and Production Company Limited (SNEPCO) and Mr. Dan Etete. The petition alleged Criminal Conspiracy, Bribery, Official Corruption and Money Laundering.

The petition alleged conspiracy to commit fraud, forgery of board resolutions to alter share structure of the company.

3.3 That investigation revealed that Malabu Oil and Gas Ltd and SPDC secured OPL 245 through fraudulent scheme involving high scale of bribery and corruption by their top managements of the company.


3.4 We submit that this Court is empowered by sections 24(a), 26(1) (a) & (3), 28 and 29(a) & (b) of the Economic and Financial Crimes Commission (Establishment) Act, 2004, to grant an application attaching the properties derived from the proceeds of Financial crimes, under the EFCC Act, in the interim particularly when such properties belong to a person who has been arrested, or is been investigated or prosecuted by the EFCC. The said sections provide thus:

24(a) of the EFCC Act provides:

“ANY PROPERTY-

WHETHER REAL OR PERSONAL, WHICH REPRESENTS THE GROSS RECEIPTS A PERSON OBTAIN DIRECTLY AS A RESULT OF THE VIOLATION OF THIS ACT OR WHICH IS TRACEABLE TO SUCH GROSS RECEIPTS...IS SUBJECT TO FORFEITURE TO THE FEDERAL GOVERNMENT AND NO OTHER PROPERTY RIGHTS SHALL EXIST ON IT”

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
A B U J A

  
7/3/17

Section 26(1) (a) of the EFCC Act provides:

“ANY PROPERTY SUBJECT TO FORFEITURE UNDER THIS ACT MAY BE SEIZED BY THE COMMISSION IN THE FOLLOWING CIRCUMSTANCES-

A). THE SEIZURE IS INCIDENTAL TO AN ARREST OR SEARCH...”

Section 28 of the EFCC Act provides:

“WHERE A PERSON IS ARRESTED FOR AN OFFENCE UNDER THIS ACT, THE COMMISSION SHALL IMMEDIATELY TRACE AND ATTACH ALL THE ASSETS AND PROPERTIES OF THE PERSON ACQUIRED AS A RESULT OF SUCH ECONOMIC OR FINANCIAL CRIME AND SHALL THEREAFTER CAUSE TO BE OBTAINED AN INTERIM ATTACHMENT ORDER FROM THE COURT”.

Section 29 EFCC Act provides:

“WHERE-

- a) THE ASSETS OR PROPERTIES OF ANY PERSON ARRESTED FOR AN OFFENCE UNDER THIS ACT HAS BEEN SEIZED; OR
- b) ANY ASSETS OR PROPERTY HAS BEEN SEIZED BY THE COMMISSION UNDER THIS ACT,


THE COMMISSION SHALL CAUSE AN EX-PARTE APPLICATION TO BE MADE TO THE COURT FOR AN INTERIM ORDER FORFEITING THE PROPERTY CONCERNED TO THE FEDERAL GOVERNMENT AND THE COURT SHALL, IF SATISFIED THAT THERE IS PRIMA FACIE EVIDENCE THAT THE PROPERTY CONCERNED IS LIABLE TO FORFEITURE, MAKE AN INTERIM ORDER FORFEITING THE PROPERTY TO THE FEDERAL GOVERNMENT”

SECTION 44(2) (K) of the Constitution provides:

NOTHING IN SUBSECTION (1) OF THIS SECTION SHALL BE CONSTRUED AS AFFECTING ANY GENERAL LAW.  
RELATING TO THE TEMPORARY TAKING OF POSSESSION OF PROPERTY FOR THE PURPOSE OF ANY EXAMINATION, INVESTIGATION OR ENQUIRY”

3.5 My Lord, we submit that the forgoing sections are clear and unambiguous. Also the said provisions confer a special jurisdiction on this Court and empower the Court grant the

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

  
7/3/17

47

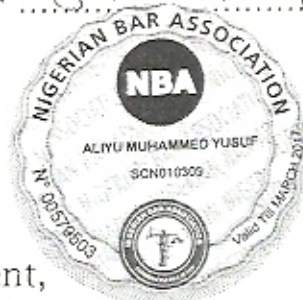
interim Order sought by the Applicant upon an ex-parte application.

2.2 It is humbly submitted that there is prima facie evidence placed before this Honorable Court to warrant the assets/properties liable to an order of interim attachment of this Honorable Court and pray this Court to so hold.

DATED THIS 11<sup>th</sup> DAY OF January 2017.



Aliyu M. Yusuf,  
Jonson Ojogbane Esq. (JP)  
H.M. Mohammed,  
Legal and Prosecution Department,  
Economic and Financial Crimes Commission,  
No. 1, Hombori Street, Off Freetown Street,  
Off Adetokunbo Ademola Crescent,  
Wuse II, Abuja.  
08162796041.



CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA



7/13/17  
Abu S-O  
(S-O ad)