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**IN THE FEDERAL HIGH COURT**  
**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 CRIME COMMISSION FOR AN ORDER OF INTERIM ATTACHMENT OF THE OIL PROSPECTIVE LICENCE 245 PRESENTLY HELD BY SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LIMITED (SNEPCO)

BETWEEN  
NIGERIAN AGIP EXPLORATION LIMITED .....APPLICANT/ RESPONDENT

AND  
CHAIRMAN, ECONOMIC AND  
FINANCIAL CRIMES COMMISSION ..... RESPONDENT

AND  
MALABU OIL AND GAS LTD. .... PARTY INTERESTED/APPLICANT

**MOTION ON NOTICE**  
**BROUGHT PURSUANT TO**

**SECTIONS 36(5), OF THE 1999 CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA AS AMEMDED, ORDER 9 (24) AND ORDER 26 OF THE FEDERAL HIGH COURT CIVIL PROCEDURE RULES 2009, AND UNDER THE INHERENT POWERS AND JURISDICTION OF THE HONOURABLE COURT.**

TAKE NOTICE that this Honourable Court will be moved on the ----- day of ----- 2017 in the hour of 9 O' clock in the forenoon, or so soon thereafter, as counsel may be heard on behalf of the Applicant praying for the following orders:

1. **AN ORDER** granting leave to the Party Interested/Applicant to be joined as 2<sup>nd</sup> Respondent in the application of Nigerian Agip Exploration Limited V. Chairman, Economic and Financial Crimes Commission in Suit No. FHC/ABJ/CS/14/2017.
2. And for such other or further order(s) as this Honourable Court may deem fit to make in the circumstance of this case.

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FEDERAL HIGH COURT  
ABUJA

Signature: [Signature]  
Date: 7/3/17  
Abu S.O  
(E.O. 110)

FEDERAL HIGH COURT  
ABUJA  
CASHIER'S OFFICE  
Signature: [Signature]  
Date: 6/3/17  
2801-5314-1109

418

**FURTHER TAKE NOTICE** that the grounds upon which this application is brought are:

- a. That the Party Interested/Applicant's interest in OPL 245 allegedly surrendered to the Federal Government of Nigeria and purported to have been subsequently transferred to the Applicant/Respondent (Nigerian Agip Exploration Limited) in this application was without authorization from the Party Interested/Applicant by Persons who have powers to so authorize.
- b. Mohammed Sani and Pecos Energy Limited holders of 50% and 20% interest respectively in the equity of the Party Interested/Applicant did not authorize or agree to any alleged surrender of OPL 245.
- c. That the purported surrender of OPL 245 is not in the interest of the Applicant and was never its deed.
- d. That OPL 245 is not a proceed of crime and the authority to manage it still reside in the Party Interested/Applicant.
- e. That joining the Interested Party/ Applicant in this suit will assist the court in the just determination of the application before it.
- f. That leave of this Honourable Court is required to make this application.

Dated this 26<sup>th</sup> day of February, 2017.




**Abdullahi Haruna Esq.**  
**Dr. R.O. Atabo**  
**Seth Nixon Esq.**  
**H. L. Haruna (Mrs.)**  
**H. S. Bello (Miss)**  
 PP: R. O. ATABO & CO.  
 (Counsel to Applicants)  
 1<sup>st</sup> Floor, City Plaza  
 No. 7 Rukuba Close,  
 Off Nkwere Street,  
 Off Muhammadu Buhari Way  
 Garki, Abuja.  
 Tel: 08033588999  
 Email:reubenatabo@hotmail.com

FEDERAL HIGH COURT  
 ABUJA  
 CASHIER

Signature [Handwritten Signature]  
 Date 27/02/17

2701 5060-6792

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[Handwritten Signature]  
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M/N - ₦ 200.00  
 F/O - ₦ 200.00  
 S/O - ₦ 100.00  
 W/A - ₦ 100.00  
 6EX - ₦ 120.00  
 Service ₦ 150.00  
₦ 850.00

409

**FOR SERVICE ON:**

1. The Applicant/Respondent  
C/O its Counsel  
BabatundeFagbohunlu, SAN  
Aluko & Oyebode  
1, MurtalaMuhammed Drive,  
Ikoyi Lagos  
Email [chukwuka.ikwuazom@aluko-oyebode.com](mailto:chukwuka.ikwuazom@aluko-oyebode.com)
  
2. The Respondent  
C/O its Counsel,  
Aliyu M. Yusuf.  
Legal and Prosecution Department,  
Economic and Financial Crimes Commission.  
No. 1, Hombori Street,  
Off Freetown Street,  
Off AdetokunboAdemolaCrescent,  
Wuse II, Abuja.

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FEDERAL HIGH COURT  
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**IN THE FEDERAL HIGH COURT  
IN THE ABUJA JUDICIAL DIVISION  
HOLDEN AT ABUJA**



SUIT NO. FHC/ABJ/CS/14/2

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

FOR OATHS  
COURT  
27/2/17

**BETWEEN**  
SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LTD .....  
APPLICANT/RESPONDENT

**AND**  
CHAIRMAN, ECONOMIC AND FINANCIAL CRIMES COMMISSION ..... RESPONDENT

**AND**  
MALABU OIL AND GAS LTD. .... PARTY INTERESTED/APPLICANT

**AFFIDAVIT IN SUPPORT OF MOTION ON NOTICE**

I, Mohammed Sani Abacha, adult, male, Muslim, Nigerian citizen of No: 2 Bade close Garki II, Abuja do hereby make oath and state as follows:

1. That I am a director and I hold 50% (majority) shares in the Party Interested/Applicant to this application and by virtue of my position aforementioned I am familiar with the facts of this application.
2. That I am also known as Mohammed Sani and I subscribed to the shares of the Party Interested/Applicant as Mohammed Sani.
3. That I have the authority of Pecos Energy Limited who holds 20% interest in the Party Interested/Applicant's shares to depose to the facts herein.
4. That the Party Interested/Applicant is a limited liability Company registered under Part 'A' of the Companies and Allied Matters Act on 23<sup>rd</sup> April, 1998 with Certificate No. RC334442 to carry on Oil and Gas business and invest in Offshore Oil in Nigeria as set out in its Memorandum and Articles of Association.
5. That Article 21 of the Articles of Association also provides that the Party Interested/Applicant's first directors are the subscribers to the memorandum of Association and I am one of the initial subscribers to the memorandum. A copy

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FEDERAL HIGH COURT  
ABUJA**

*[Signature]*  
7/3/17



of the said Memorandum and Articles of Association is hereby attached and marked as **Exhibit "A"**.

- 6. That the Party Interested/Applicant applied for and was granted OPL 245 by the Federal Government of Nigeria in 1998 and it paid the sum of US\$2,050,000.00 (Two Million and Fifty Thousand US Dollars) as part payment of signature bonus on 25<sup>th</sup> May, 1999 to the Department of Petroleum Resources ("DPR") who formally acknowledged receipt of the said payments on 31<sup>st</sup> May, 1999.
- 7. That the Party Interested/Applicant has a subsisting vested title in OPL 245 and this is recognized by the Federal Government of Nigeria; the offices of the Attorney General of the Federation, the Presidency and the Minister of Petroleum Resources in their correspondences/memos dated 4<sup>th</sup>, 5<sup>th</sup> April, 2011 and 14<sup>th</sup> July, 2010 respectively. The said correspondences/memos are herein attached and marked **Exhibits "B", "C" and "D"** respectively.
- 8. That the Party Interested/Applicant never authorized any surrender or the purported surrender to the Federal Government of Nigeria or to anyone.
- 9. That there was no surrender whatsoever of the asset of the Party Interested/Applicant (OPL 245) to the Federal Government of Nigeria.
- 10. That the purported surrender of OPL 245 allegedly by the Party Interested/Applicant by persons who are neither members of Party Interested/Applicant nor possess or was given any authority to so act and the supposed allocation of same to the consortium of Shell Nigeria Exploration and Production Company Limited (SNEPCO) and Nigerian Agip Exploration Limited (NAE) by the Federal Government of Nigeria was fraudulently done and the Party Interested/ Applicant did not benefit a dime from the proceeds of the purported divestment of its interest in OPL 245.
- 11. That the fraud in the purported surrender of the asset of the Party Interested/Applicant (OPL 245) to the Federal Government of Nigeria, fraudulent alterations and divestment of my shares and interest as well as that of Pecos Energy Limited in the Party Interested/Applicant's documents with Corporate Affairs Commission was investigated and a report made by the Economic and Financial Crimes Commission (EFCC) upon complaint by myself and Pecos Energy Limited through our solicitors, A. A. Umar, SAN. The said EFCC report is hereto attached and Marked **Exhibit "E"**.
- 12. That when the details of the fraudulent transaction in respect of Malabu's OPL 245 became public, the House of Representatives resolved to investigate the transaction and after the said investigation a committee of the House issued a report which the whole House adopted. A copy of the order paper of 13<sup>th</sup> February, 2014 of the House of Representatives containing the resolution of


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ABUJA

*[Signature]*  
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the house at the end of the investigation is attached herewith and marked as **Exhibit 'F'**.

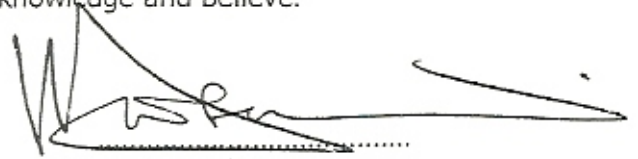
- 13. That part of the resolutions of the House of Representatives in the report was to nullify the transaction and return a percentage of the yield in the Block OPL 245 to the 1<sup>st</sup> Applicant as against the divestment of 100% of the beneficial ownership to two foreign based companies contrary to Nigeria's national aspirations as envisaged under the 'Indigenization Policy' under which the allocation of OPL 245 was made.
- 14. That recently in February 2017 my attention was drawn to an online publication which reported inter alia that the Federal High Court ordered the Department of Petroleum Resources (DPR) to take over management of OPL 245 on behalf of the Federal Government of Nigeria pending conclusion of investigation and prosecution of the Accused Persons named in Charge No. FHC/ABJ/CR/268/2016 before the Federal High Court.
- 15. That upon reading the said news, I applied and secured Certified True Copies of all the processes filed in Suit No. FHC/ABJ/CS/14/2017.
- 16. That part of the document certified from this Honourable Court was an application by Shell Nigeria Exploration and Production Company Limited and Nigeria Agip Exploration Limited seeking to discharge the orders of this Honourable Court made on 26<sup>th</sup> January, 2017.
- 17. That after reading the orders made by this Honourable court on 26<sup>th</sup> January, 2017 and all other documents certified, I drew the attention of Pecos Energy Limited through Otunba Oyewole Fashawe who is its Chief Executive Officer to the said order of Court and other processes filed in connection to Suit No. FHC/ABJ/CS/14/2017.
- 18. That the application seeking to set aside the orders of this Honourable Court of 26<sup>th</sup> January, 2017 by the Applicant/Respondent, Nigerian Agip Exploration Limited substantially affects the interest of the Party Interested/Applicant.
- 19. That following the above, I and Pecos Energy Limited being directors and 70% shareholders in the equity of the Party Interested/Applicant instructed our Solicitors Messrs Abdullahi Haruna & Co. and R.O. Atabo & Co. to initiate a process to challenge the said orders which is against the interest of the Party Interested/Applicant and to also respond to all pending applications.
- 20. That the leave of this Honourable Court is required to bring this application.
- 21. It is in the interest of justice to grant this application.

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22. That I make this solemn declaration conscientiously believing same to be true and correct to the best of my information, knowledge and believe.



DEPONENT

Sworn to at the Federal High Court Registry,

Abuja this 27th day of February, 2017.

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

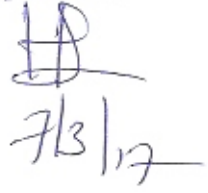
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ABUJA  
CASHIER

Signature \_\_\_\_\_

Date \_\_\_\_\_

27/2/17  
27 Feb 2017 - 252

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FEDERAL HIGH COURT  
ABUJA





EXH. A (4198) 1182 424

Certificate No. 330442

THE FEDERAL REPUBLIC OF NIGERIA

THE COMPANIES AND ALLIED MATTERS DECREE, 1990

Commissioner for OATHS

COMMIS ONER FOR OATHS  
FEDERAL HIGH COURT  
ABUJA  
27/2/07

COMPANY LIMITED BY SHARES

#100,000/90s

RECEIVED  
23 APR 1998  
SIGN: SA E GARKI  
ABUJA

CORPORATE AFFAIRS COMMISSION  
ASSESSMENT  
ASSESSMENT  
NAME  
SIGN

MEMORANDUM

*[Handwritten signature]*

ARTICLES OF ASSOCIATION

00024448

#100,000

RECEIVED  
24 APR 1998  
SIGN: SA E GARKI  
ABUJA

MALABU OIL AND GAS LIMITED

(e) To carry on the business of

Incorporated this ... day of ... 19...

(1) To carry on the business of ...

type which may be ... chemical industry

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FEDERAL HIGH COURT  
ABUJA

07. AUG 2000  
COMPANIES INCORP. OFFICER

2/3/17





FEDERAL REPUBLIC OF NIGERIA  
 ALLIED MATTERS DECREE 1990  
 COMPANY LIMITED BY SHARES

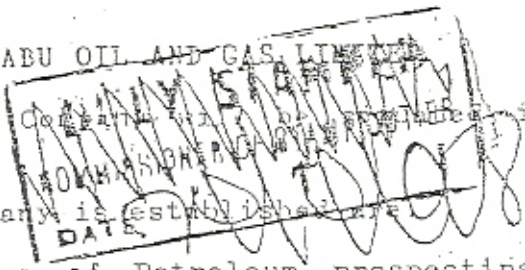
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**MEMORANDUM OF ASSOCIATION**  
**OF**  
**MALABU OIL AND GAS LIMITED**

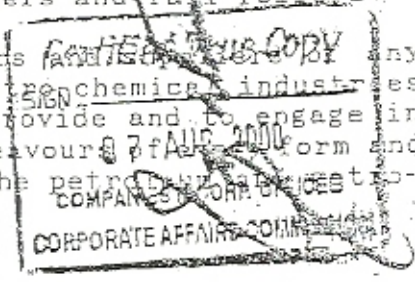
The name of the Company is MALABU OIL AND GAS LIMITED

1. The registered office of the Company is situated in Nigeria.

2. The objects for which the Company is established are:



- (a) To carry on the business of Petroleum prospecting, Drilling and Development programme studies; Geological studies of Exploration and Exploitation, prospect analysis and survey, Determination of oil, gas, condensate and plant products reserves; mining, engineering and construction of gas tanker and tanker management.
- (b) To carry on the business of crude oil, petroleum and petrochemical products and to deal in refined gasoline, kerosine, liquified gases, and other carbon compounds, diesel oil, aviation oils, fuel for ships, industrial machines & tractors.
- (c) To carry on the business of manufacture of lubricants including engine oil, greases, brake fluids, gear oils, synthetic greases, industrial oil and industrial gear oil, synthetic gear oilagma, compressor oils, Hydraulic oil, HQP base anti-wear Hydraulic oil, multipurpose penetrating lubricant, rust and oxidation inhibited oil, LPFO & HPFO, paraffin wax and bitumen.
- (d) To carry on the business of importers, exporters, merchants wholesalers, distributors, retailers and manufacturers of all types of chemicals, including water treatment chemical, chemicals for fertilizer, laboratory chemicals, industrial chemicals, insecticides, herbicides, fungicides, vanishers, cosmetic and cordials of kinds, acids, alkalis, salts, articles and compounds.
- (e) To carry on the business of transporters and to provide service for road transport of petroleum and petrochemical products, passenger transport, ocean-going tankers, road haulage contractors, air-freighters and rail-rollers.
- (f) To carry on business as producers and suppliers of any service for the petroleum and petrochemical industries which the Company may lawfully provide and to engage in undertakings, activities and endeavours of any form and type which may be required in the petroleum and petrochemical industries.



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**ABUJA**

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To carry on the business of producers, refiners, storers, suppliers, distributors, agents for sale and purchase of petroleum, petroleum products and petro-chemical products of all kinds whatsoever.

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H26

To carry on business as manufacturers, buyers, sellers, importers, exporters, distributing agents of and dealers in machinery, instruments, plants, spare parts, appliances, accessories, goods, apparatus and equipment of every description whatsoever used in or relevant in any way whatsoever to the petroleum and petro-chemical industries generally.

(i) To carry on business as petroleum and petro-chemical brokers generally and to carry on such other business or businesses pertaining to the petroleum or petro-chemical industries as may be found necessary or desirable.

j) To search for, explore, prospect for develop, produce, exploit, purchase, carry, store, handle treat render suitable for market or trade, smelt, refine, sell or otherwise dispose of, deal in or otherwise turn to account crude oil, natural gas and other petroleum substances and products.

(k) To carry on the business of manufacturers, producers, buyers, sellers, importers, exporters, distributors, dealers, refiners, storers, suppliers, agents for sale and purchase of chemicals and chemical products of all kinds whatsoever and of chemical plants, equipment and machinery of every description whatsoever.

(l) To carry on business as petroleum and petro-chemical consultants generally, and to provide the services of the supply of ideas, strategy, plans, information, statistics, or other data relating to new or existing products, methods and processes or business contacts, or relating to any factors whatsoever, in connection therewith.

(m) To establish, maintain and operate air transport services in and around Nigeria and other parts of the world and to carry on commercial aviation business, to negotiate charter contracts for aviation, and to carry out air transport business of every kind in Nigeria and elsewhere.

(n) To carry on the business of carriers of commuters, travellers and all forms of passengers, and of commodities and things of every description whether animate or inanimate.

(o) To manufacture, buy, sell, prepare, let or hire, rent and deal in aircraft of all kinds of ground equipment, machinery and apparatus for use in connection therewith either for itself or as agents for others.

(p) To purchase or carry on business, property

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07 AUG 2000  
COMPANIES & ORP. OFFICE  
CORPORATE AFFAIRS COMMISSION

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- (p) To acquire, provide and maintain hangars, garages, sheds aerodromes, facilities, equipment, simulators and any structure or building required in connection with air transport or aviation business.
- (q) To set up an aviation maintenance base for servicing and checking of aircraft of all types including setting up of Ground training school for the training of pilots, flight engineers, cabin crew, ground engineers and air craft handlers, personnel and administrators in all ramifications.
- (r) To carry on business as agents and managers of aircraft, and other means of transport and of any company or person having any dealings with aircraft or other means of transport and to acquire, hold, carry on, exploit and develop all such agencies and managership.
- (s) To carry on the business of an investment company and for that purpose to acquire and hold, either in the name of the company or in that of any nominee, shares stocks debentures debenture stock bonds notes obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures debenture stock bonds notes obligations and securities issued or guaranteed by any government.
- (t) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock, obligations or other securities.
- (u) To provide managerial or other executive supervisory and consultant services for or in relation to any company in which the company is interested upon such terms as may be thought fit.
- (v) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the company, or which the company shall consider to be in the nature of preliminary expenses including therein the cost of advertising, commissions for underwriting, brokerage, printing and stationery (and expenses attendant upon the formation of agencies and local boards).
- (w) Upon any issue of shares, debentures or other securities of the company, to employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash, or by the issue of shares, debentures, or other securities of the company, or by the granting of options to take the same, or in any other manner allowed by law.
- (x) To purchase or otherwise acquire all the business, property and liabilities of any company.

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 COMPANIES INCORPORATION  
 CORPORATE AFFAIRS COMMISSION

7/3/17

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society, partnership or person, formed for all or any part of the purposes within the objects of this company, to conduct and carry on, or liquidate and wind up, any such business.

- (y) To purchase, take on lease, or otherwise acquire for the purposes of the company, any estates, lands, buildings, easements, or other interests in real estate, and to sell, let on lease, or otherwise dispose of or grant rights over any real property belonging to the company.
- (z) To purchase or otherwise acquire, erect, maintain, reconstruct, and adapt any offices, workshops, mills, plant, machinery and other things found necessary or convenient for the purposes of the company.
- (aa) To apply for and take out, purchase or otherwise acquire any designs, trade marks, patents, patent rights or inventions, copyright or secret processes, which may be useful for the company's objects, and to grant licenses to use the same.
- (bb) To manufacture, buy, sell, and generally deal in, any plant, machinery, tools, goods or things of any description, which in the opinion of the company may be conveniently dealt with by the company in connection with any of its objects.
- (cc) To let or lease or on hire the whole or any part of the real and personal property of the company on such terms as the company shall determine.
- (dd) To issue, or guarantee the issue of, or the payment of interest on, the shares, debentures, debenture stock, or other securities or obligations of any company or association, and to pay or provide for brokerage, commission, and underwriting, in respect of any such issue.
- (ee) To draw, accept and make and to indorse, discount and negotiate, bills of exchange and promissory notes, and other negotiable instruments.
- (ff) To borrow, raise money or secure obligations (whether of the company or any other person) by the issue of debentures, debenture stock (perpetual or terminable), bonds, mortgages, or any other securities, founded or based upon all or any of the property and rights of the company, including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise, as the company shall think fit.
- (gg) To invest the monies of the company not immediately required in such manner, other than in the shares of this company, as from time to time may be determined.

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ABUJA

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- (hh) To acquire by subscription, purchase or otherwise, and to accept and take, hold and sell, shares or stock in any company, society or undertaking, the objects of which shall, either in whole or in part, be similar to those of this company, or such as may be likely to promote or advance the interest of this company.
- (ii) To establish agencies (and local boards) in Nigeria and elsewhere and to regulate and discontinue the same.
- (jj) To provide for the welfare of persons in the employment of the company, or formerly in the employment of the company or its predecessors in business, and the wives, widows and families of such persons, by grants of money, pensions, or other payments, and to form subscribe to or otherwise aid benevolent, religious scientific, national or other institutions or objects, which shall have any moral or other claims to support or aid by the company by reason of the nature or the locality of its operations or otherwise.
- (kk) From time to time to subscribe or contribute to any charitable, benevolent, or useful object of a public character [the support of which will, in the opinion of the company, tend to increase its repute or popularity among its employees, its customers, or the public].
- (ll) To enter into and carry into effect any arrangement for joint working in business, or for sharing of profits, or for amalgamation, with any other company, or any partnership or person, carrying on business within the objects of this company.
- (mm) To establish, promote and otherwise assist, any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this company.
- (nn) To promote or assist in the promotion of any other company or companies for any purpose whatsoever which may directly or indirectly benefit the company or advance its interests.
- (oo) To sell, dispose of, or transfer the business, property and undertakings of the company, or any part thereof, for any consideration which the company may see fit to accept.
- (pp) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or do any sale made to or debt owing from any company.
- (qq) To distribute in specie or otherwise as may be resolved any assets of the company among its members and

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ABUJA**

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07 JUL 2000  
COMPANIES INCORP. OFFICES  
CORPORATE AFFAIRS COMMISSION

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particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this company.

(rr) To do all or any of the matters hereby authorised (in any part of the world) either alone or in conjunction with, or as factors, trustees or agents for, any other companies or persons, or by or through any factors, trustees, or agents.

(ss) Generally to do all such other things as may appear to the company to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that:

(i) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body or persons, whether corporate or unincorporated, whether domiciled in Nigeria or elsewhere;

(ii) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company;

The Company is a private company.

The liability of the members is limited by shares.

The share capital of the Company is N20,000,000.00 divided into 20,000,000 ordinary shares of N1.00 each with power to increase the capital of the company to such amount and subject to such rights and restrictions as the directors may consider appropriate.

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ABUJA

*[Handwritten signature]*  
7/3/17

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SIGN  
07 AUG 2017  
COMPANIES CORP OFFICE  
CORPORATE AFFAIRS COMMISSION

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The several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

NAME & ADDRESS	NUMBER OF SHARES	SIGNATURE
1. MOHAMMED SANI 35 KINGSWAY ROAD IKOYI LAGOS (DIRECTOR)	10,000,000	<i>[Signature]</i>
2. KWENO AMAFAGHA 4 AGUDAMA STREET D LANE, PORT HARCOURT (DIRECTOR)	6,000,000	<i>[Signature]</i>
3. HANSSAN HINDU 35 KINGSWAY ROAD IKOYI LAGOS (DIRECTOR)	4,000,000	<i>[Signature]</i>

THE WITHIN INSTRUMENT IN THE  
 UNION OF THE COMMISSIONER OF  
 STAMP DUTIES CHARGEABLE WITH A  
 DUTY OF *[Signature]*  
 AND THE DUTY THEREON HAS BEEN  
 ASSESSED ACCORDINGLY

COMMISSIONER OF STAMP DUTIES  
 ABUJA

SIGNED this ..... day of ..... 1997

Witness to the above signatures: *[Signature]*

Name *Adeola Olowu*

Address *35 Kingsway Road, Ikoyi Lagos*

Occupation *Legal Practitioner*

(d) The Company shall be

3. Subject to the provisions of the Companies Act, 1990, the company shall have the power to transfer, and the holder of the shares entered

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FEDERAL HIGH COURT  
ABUJA**

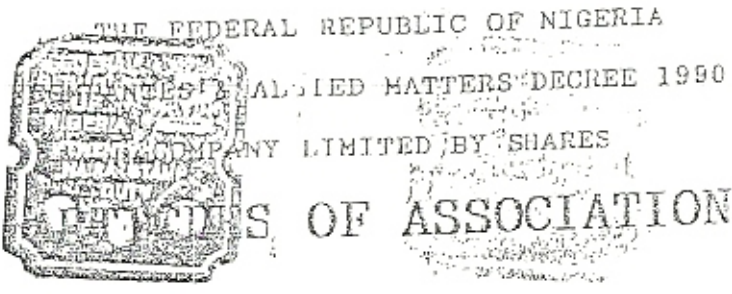
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7/3/17

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 COMPANIES CORP OFFICES  
 CORPORATE AFFAIRS COMMISSION



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433



OF

MALABU OIL AND GAS LIMITED

PRELIMINARY  
NOT STAMPER

1. Subject as hereinafter provided and except where the same are varied or inconsistent with the provisions of the Companies and Allied Matters Decree 1990, the regulations for the management of a private company limited by shares as set out in Part I of Schedule A in Schedule I to the Companies and Allied Matters Decree 1990 shall apply to this Company.

PRIVATE COMPANY

2. The Company is a private Company and accordingly:-

(a) the right to transfer shares is restricted in manner hereinafter prescribed;

(b) the number of members of the Company (exclusive of persons who are in the employment of the company and of persons who having been formerly in the employment of the company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty: Provided that where two or more persons hold one or more shares in the Company jointly, they shall for the purpose of this regulation be treated as a single member;

(c) unless authorized by law any invitation to the public to subscribe for any shares or debentures of the Company or deposit money for fixed periods or payable at call, whether or not bearing interest is prohibited.

3. (d) the Company shall have power to issue share warrants to be borne.

TRANSFER AND TRANSMISSION OF SHARES

3. Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument in the common form signed by both the transferee and the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

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The Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of shares on which the Company has a lien. The Directors may also suspend the register of transfers during fourteen days immediately preceding the ordinary general meeting in each year. The Directors may refuse to register any instrument of transfer unless:-

- (a) A fee not exceeding twenty-five kobo is paid to the Company in respect thereof; and
- (b) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and if the directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

5. The personal representatives of a deceased sole holder of a share shall be the only persons recognized by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors, or survivor, or the personal representatives of the deceased survivor, shall be the only persons recognized by the Company as having any title to the share.

Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time be required by the directors have the right either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before his death or bankruptcy.

7. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any rights conferred by membership in relation of meetings of the Coy. of, and the directors.

ALTERATION OF CAPITAL

13. No business shall be transacted by a quorum of less than a majority of the members of the Company, subject to prior approval of the Central Bank of Nigeria, of Nigeria in writing, may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.

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FEDERAL HIGH COURT  
ABUJA**

*[Signature]*  
2/3/7

**Certified True Copy**  
SIGN \_\_\_\_\_  
07 AUG 2000  
COMPANIES INCOME OFFICER  
CORPORATE AFFAIRS COMMISSION



205

435

- 9. Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise.

NOTICE OF GENERAL MEETINGS

- 10. The notice for all General Meetings of the Company shall be twenty one days at least. The notice shall be exclusive of the day on which it was served or deemed to be served and of the day for which it is given and shall specify the place, the day and hour of the meeting and in the case of special business, the general nature of the business. Notice shall be given in a manner, if any, as may be prescribed by the Company in General Meeting to such persons as are, under regulation of the Company entitled to receive such notice from the Company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is agreed:
  - a) In the case of a Meeting called as Annual General Meeting, by all the members entitled to attend and vote thereat.
  - b) In the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 96 per cent in nominal value of the shares giving that right.
- 11. The accidental omission to give notice of a meeting to or non receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 12. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the Accounts, balance sheets, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of auditors, and the fixing of the remuneration, of auditors.
- 13. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and for the purpose hereof, unless it is otherwise provided, two-thirds of members present in person or by proxy shall be a quorum.

A proxy may take part in the proceedings as if he were the member whom he represents.

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**FEDERAL HIGH COURT**  
**ABUJA**

Handwritten signature and date: *7/3/17*

**Certified True Copy**  
 SIGN \_\_\_\_\_  
 07 AUG 2000  
 COMPANIES INCORPORATION OFFICE  
 CORPORATE AFFAIRS COMMISSION



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If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved; and any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of whatever class present shall be a quorum.

The Chairman, if any, of the Board of Directors shall preside at any General Meeting, but if at any meeting he shall not be present within thirty minutes after the time appointed for holding the same or shall be unwilling to act as Chairman, the members present shall choose some Director or if no Directors be present or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the Meeting.

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by the chairman or at least three members entitled to vote at the meeting or by the holders present in person or by proxy or at least one-tenth part of the total voting rights of all the members having the right to vote at the meeting or by a member or members holding shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid upon all the shares conferring that right. Unless a poll is so demanded, a declaration by the Chairman that the resolution has on a show of hands been carried or carried unanimsously, or by a particular majority, or lost, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution. A proxy needs not be a member of the Company.

Any corporation which is a member of this Company may, by resolution of its directors or other governing body, authorize any person to act as its representative at any meeting or meetings of this Company or of any class of members thereof and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents, as if he had been an individual shareholder, or including power, when personally present, to vote on a show of hands.

Subjects to the provisions of the Decree, a Resolution in writing signed by all the members for the time being entitled to receive notices of and to attend and vote at General Meetings (or being corporations by their duly authorized representatives) shall be as valid and effectual as if the same had been passed at a General Meeting of the Company duly convened and held.

A proxy may take part in the proceedings of a General Meeting as if he were the member whom he represents.

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FEDERAL HIGH COURT  
ABUJA**

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7/3/17

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SIGN \_\_\_\_\_  
418 2020  
COMPANIES AND CORP. OFFICERS  
CORPORATE AFFAIRS COMMISSION



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VOTES OF MEMBERS

20. On a show of hands every member present in person or by proxy shall have one vote. On a poll every member shall have one vote for each share of which he is the holder.

DIRECTORS

21. The first Directors of the Company shall be appointed by the subscribers to the Memorandum of Association.
22. Unless and until otherwise determined by the Company in general meeting, the number of Directors shall not be less than three nor more than seven.
23. The Directors shall have power at any time and from time to time to appoint a person as an additional Director.
24. The Company in General Meeting may from time to time direct such sums as may be thought fit to be paid as and by way of remuneration to the Directors and any such shall be divided amongst them as they may agree, or failing agreement, equal.
- The Directors shall also be entitled to be repaid all expenses reasonably incurred by them respectively in or about the performance of their duties as Directors.
- It shall not be necessary for any Director of the Company to acquire or hold any share qualification, but a Director shall be entitled to receive notice, and to attend, all General Meetings.

POWERS AND DUTIES OF DIRECTORS

25. The Directors, from time to time, and at any time, may provide through Local Boards, Attorneys or Agencies for the management of the affairs of the Company outside Nigeria, and may appoint any persons to be members of such Local Boards or as attorneys or agents and may remove any person so appointed and appoint others in their place, and may fix their remuneration.
27. The Directors, from time to time, and at any time delegate to any such Local Board, Attorney or Agents any of the powers, authorities and discretion for the time being vested in the Directors, other than the power to make calls, forfeit shares, borrow money or issue debentures and any such delegation may be made on such terms and subject to such conditions as the directors may think fit, and may include a power to sub-delegate, and the directors may at any time annul or vary such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.
31. The office of a Director shall be vacated
- (1) Upon removal in accordance with clause 34 hereof.
  - (2) If by notice in writing to the Company of the office of Director.

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**FEDERAL HIGH COURT**  
**ABUJA**



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28. Any Director may at any time appoint any other Director or appoint any other person approved by a majority of the other Directors for the time being to be his alternate and may at any time remove any alternate Director appointed by him, and (subject to such approval as aforesaid) appoint another in his place. An alternate Director shall not be entitled to receive any remuneration from the Company nor shall it be necessary for him to acquire or hold any qualification share, but he shall be entitled (subject to his giving to the Company an address within Nigeria at which notices may be served on him) to receive notice of meetings, of the Directors and to attend and vote as a Director at any such meetings at which the Director appointing him is not present and at such meetings exercise all powers, duties and authorities of the Director appointing him. A Director who is also an alternate Director shall be entitled in addition to his vote, to a separate vote on separate vote on behalf of the Director, he is representing. An alternate Director, if his appointor ceases for any reason to be a Director, shall ipso facto cease to be an alternate Director. Every person acting as an alternate Director shall be an Officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be an agent of or for the Director appointing him. All appointments and removals of an alternate Director made by any Director in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the registered office of the Company.

BORROWING POWERS

29. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party relating to the same absolutely or conditionally.

30. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least one Director and the Secretary or such other person as the Director may appoint for the purpose; and the Director and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

31. The Company may, by extraordinary resolution, remove any Director and may appoint another person in his stead. Such removal shall be without prejudice to any contract of service between him and the Company.

32. The office of a Director shall be vacated:—  
(1) Upon removal in accordance with the provision of Article 34 hereof.

33. The office of a Director shall be vacated:—  
(2) If, by notice in writing to the Company, he resigns the office.

**CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA**



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- 1. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two.
- 2. A resolution in writing signed by all the Directors entitled to notice of a Meeting of Directors shall have the same effects and validity as resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

WINDING UP

- 3. In winding up the liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the members in such proportions and manner as may be determined by resolution. **7/2/11** provided always that such distribution is determined to be made otherwise than in accordance with the existing rights of the members, every member may apply to the court for such order in the premises as it thinks just; and the court may confirm, reverse or modify the action or decision.

INDEMNITY

- 4. Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Decree in which relief is granted to him by the court.

*[Large handwritten signature and scribbles covering the text]*

SIGNED this ...  
 Witness to the above ...  
 Name *Alecia Okoro*  
 Address *35 Ringway Road*  
 Occupation *Legal Practitioner*

**Certified True Copy**  
 SIGN  
 07 AUG 2010  
 COMPANIES CORP OFFICER  
 CORPORATE AFFAIRS COMMISSION

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

*[Handwritten signature]*  
 7/3/11



B792  
Soleitor  
Telephone: 99-5235194  
telex: 99-5235200

Federal Ministry of Justice  
Plot 71B  
Shehu Shagari Way  
Abuja, FCT  
Nigeria

440  
187

**EXHIBIT 'B'**



4th April 2011

HAGF/SH/2011/VOL.1/25

His Excellency,  
Dr. Goodluck Ebele Jonathan GCFR  
President, Federal Republic of Nigeria,  
State House,  
Abuja.

COMMISSIONER FOR OATHS  
FEDERAL HIGH COURT  
ABUJA

27/2/11

Your Excellency,

RE: BLOCK 245 - REALLOCATION AGREEMENT

I wish to respectfully draw Your Excellency's esteemed attention to the attached RE-ALLOCATION AGREEMENT between the Federal Government of Nigeria (FGN) and Shell Nigeria Ultra-Deep Limited (SNUD), and Nigerian National Petroleum Corporation (NNPC), Nigeria Agip Exploration Limited (NAE) and Shell Nigeria Exploration and Production Company Nigeria Limited (SNEPCO), (hereinafter referred to as 'the Parties') in respect of BLOCK 245.

2. Your Excellency will recall that Block 245 has had a checkered history of allocation and revocation with Malabu Oil & Gas Limited (Malabu) and SNUD being beneficiaries at different times. On the 30th of November, 2006, the FGN executed a Settlement Agreement with Malabu wherein the FGN, without admission of liability for any wrongful, unlawful, unjust or any like conduct, agreed to reallocate Block 245 to Malabu in consideration of Malabu discharging and releasing the FGN from all claims and suits filed by Malabu against

*[Handwritten mark]*

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FEDERAL HIGH COURT  
ABUJA

*[Handwritten signature]*  
7/2/11

the FGN in connection with the revocation of Malabu's interest on 2nd July 2007.

3. As a result of the execution of the Settlement Agreement referred to above, a number of dispute resolution proceedings were initiated by SNUD against the FGN including the Bilateral Investment Treaty (BIT) arbitration No. ARB/07/18 pending at the International Centre for the Settlement of Investment Disputes ("ICSID Arbitration"), to enforce SNUD's rights to exclusively operate Block 245 as Contractor on the basis of the 2003 PSC between NNPC and SNUD.
4. To finally resolve all the contending issues and the claims against the FGN, all the parties have agreed to execute this Reallocation Agreement to re-allocate Block 245 to SNUD. The Agreement witnesses the confirmation of the full and final resolution with Malabu and SNUD, of all Malabu's and SNUD's respective claims and issues in dispute over Block 245 and a mutual reciprocal release from all claims, under the Resolution Agreements, by all the parties.
5. It is hoped that once the Reallocation Agreement is executed and faithfully implemented by all the Parties, all the lingering disputes and competing claims arising from the allocation and subsequent revocation of Block 245 would be settled.
6. Mr. President is therefore humbly invited to note:
  - (a) that Block 245 has had a checkered history of conflicting allocation and revocation between Malabu and SNUD.

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ABUJA**

7/3/17



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- (a) that as result of the series of allocation and revocation of Block 245, a number of competing claims and issues have arisen against the FGN from Malabu and SNUB.
  - (c) that all the Parties are desirous of resolving all the confending issues and claims and have agreed to a mutual reciprocal release from all claims, under the resolution Agreement.
  - (d) that the execution of the Reallocation Agreement and the faithful implementation by all the Parties will bring the lingering dispute and competing claims to an end and the FGN will be released from all pending liabilities on account of the allocation and revocation of Block 245, and
  - (e) approve that the Reallocation Agreement in respect of Block 245 be executed and implemented by all the Parties so as to release the FGN from all pending claims and liabilities on account of the Block.
7. Please accept Your Excellency, the assurances of my highest regards and esteem.

*hellowadue*  
MR. MOHAMMED BELLO ADOKE, SAN  
Honourable Attorney General of the Federation  
and Minister of Justice

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ABUJA

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HAE/P/MOJ  
HM/PR

*Para 6e approved*

*04/11*  
*04/11*

Federal Ministry of Justice  
Plot 71B  
Shehu Shagari Way  
Abuja, FCT  
Nigeria

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# EXHIBIT "B"



25: Solicitor  
no: 09-5235194  
09-5235200

4th April 2011

HAGF/SH/2011/VOL.1/25

His Excellency,  
Dr. Goodluck Jonathan GCFR  
President, Federal Republic of Nigeria,  
State House,  
Abuja.

Your Excellency,

## RE: BLOCK 245 - REALLOCATION AGREEMENT

I wish to respectfully draw Your Excellency's esteemed attention to the attached RE-ALLOCATION AGREEMENT between the Federal Government of Nigeria (FGN) and Shell Nigeria Ultra-Deep Limited (SNUD), and Nigerian National Petroleum Corporation (NNPC), Nigeria Agip Exploration Limited (NAE) and Shell Nigeria Exploration and Production Company Nigeria Limited (SNEPCO), (hereinafter referred to as 'the Parties') in respect of BLOCK 245.

2. Your Excellency will recall that Block 245 has had a checkered history of allocation and revocation with Malabu Oil & Gas Limited (Malabu) and SNUD being beneficiaries at different times. On the 30th of November, 2006, the FGN executed a Settlement Agreement with Malabu wherein the FGN, without admission of liability for any wrongful, unlawful, unjust or any like conduct, agreed to reallocate Block 245 to Malabu in consideration of Malabu discharging and releasing the FGN from all claims and suits filed by Malabu against

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3. As a result of the execution of the Settlement Agreement referred to above, a number of dispute resolution proceedings were initiated by SNUD against the FGN including the Bilateral Investment Treaty (BIT) arbitration No. ARB/07/18 pending at the International Centre for the Settlement of Investment Disputes ("ICSID Arbitration"), to enforce SNUD's rights to exclusively operate Block 245 as Contractor on the basis of the 2003 PSC between NNPC and SNUD.

4. To finally resolve all the contending issues and the claims against the FGN, all the parties have agreed to execute this Reallocation Agreement to re-allocate Block 245 to SNUD. The Agreement witnesses the confirmation of the full and final resolution with Malabu and SNUD, of all Malabu's and SNUD's respective claims and issues in dispute over Block 245 and a mutual reciprocal release from all claims, under the Resolution Agreements, by all the parties.

5. It is hoped that once the Reallocation Agreement is executed and faithfully implemented by all the Parties, all the lingering disputes and competing claims arising from the allocation and subsequent revocation of Block 245 would be settled.

6. Mr. President is therefore humbly invited to note:

(a) that Block 245 has had a checkered history of conflicting allocation and revocation between Malabu and SNUD.

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

- (b) that as result of the series of allocation and revocation of Block 245, a number of competing claims and issues have arisen against the FGN from Malabu and SNUO.
- (c) that all the Parties are desirous of resolving all the contending issues and claims and have agreed to a mutual reciprocal release from all claims, under the resolution Agreement.
- (d) that the execution of the Reallocation Agreement and the faithful implementation by all the Parties will bring the lingering dispute and competing claims to an end and the FGN will be released from all pending liabilities on account of the allocation and revocation of Block 245, and
- (e) approve that the Reallocation Agreement in respect of Block 245 be executed and implemented by all the Parties so as to release the FGN from all pending claims and liabilities on account of the Block.

7. Please accept Your Excellency, the assurances of my highest regards and esteem.

*Belton Adoke*

MR. MOHAMMED BELLO ADOKE, SAN

Honourable Attorney General of the Federation  
and Minister of Justice

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FEDERAL HIGH COURT  
ABUJA

*HB*  
*7/3/17*

*HAR P/MOT*  
*HMPR*

*Para 6e approved*

*04/11*  
*PROS*





EXHIBIT C

446

STATE HOUSE,  
ABUJA,  
NIGERIA.

Reference: PRES/87/HABF/194/88-3/MPR/128

The Attorney General of the Federation  
and Minister of Justice,  
Federal Secretariat,  
Abuja.

The Hon. Minister,  
Ministry of Petroleum Resources,  
Federal Secretariat,  
Abuja.

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FEDERAL HIGH COURT  
ABUJA

April 5, 2011

2/12/11


RECEIVED

RE: BLOCK 245 - REALLOCATION AGREEMENT

Reference:  
A. Letter HABF/SH/2011/YDL1/25 dated 4<sup>th</sup> April 2011.

I am directed to forward Reference A to you and to convey to you Mr. President's approval of para 6 e on page 3.


2. Humbly submitted for your further action, Sir.

  
Mary Adhionbare  
Senior Special Assistant to the President (Admin)

Enclosure:  
i. Copy of Reference A and attachment.

Copy to:  
*Internal Copy:*  
• COS  
• PS, State House  
• PS, President

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

  
7/3/11

*External Copy:*  
• SS



EXHIBIT C

447

STATE HOUSE,  
ABUJA,  
NIGERIA.

Reference: PRES/87/HABF/134/88-3/MPR/128

April 5, 2011

The Attorney General of the Federation  
and Minister of Justice,  
Federal Secretariat,  
Abuja.

The Hon. Minister,  
Ministry of Petroleum Resources,  
Federal Secretariat,  
Abuja.

RECEIVED  
*[Signature]*

RE: BLOCK 245 - REALLOCATION AGREEMENT

Reference:

A. Letter HABF/SH/2011/VOLI/25 dated 4<sup>th</sup> April 2011.

I am directed to forward Reference A to you and to convey to you Mr. President's approval of para 6 a on page 3.

2. Humbly submitted for your further action, Sir.

*[Signature]*  
Maccikikhionbare  
Senior Special Assistant to the President (Admin)

Enclosure:

i. Copy of Reference A and attachment.

Copy to:

- Internal Copy:*
- CDS, President
- PS, State House
- PS, President

CERTIFIED TRUE COPY  
FEDERAL HIGH COURT  
ABUJA

*[Signature]*  
7/3/11

*External Copy:*

- SG





Reference: PRES/E7/HAGF/134/88-3/MPR/128

April 5, 2011

The Attorney General of the Federation  
and Minister of Justice,  
Federal Secretariat,  
Abuja.

The Hon. Minister,  
Ministry of Petroleum Resources,  
Federal Secretariat,  
Abuja.

RECEIVED

RE: BLOCK 245 - REALLOCATION AGREEMENT

Reference:

A. Letter HAGF/SH/2011/YDL.1/25 dated 4<sup>th</sup> April 2011.

I am directed to forward Reference A to you and to convey to you Mr. President's approval of para 6 e on page 3.

2. Humbly submitted for your further action, Sir.

Maitokhionbare  
Senior Special Assistant to the President (Admin)

Enclosure:

i. Copy of Reference A and attachment.

Copy to:

- Internal Copy:
- COS - President
- PS, State House
- PS - President

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FEDERAL HIGH COURT  
ABUJA

7/3/11

External Copy:

• SG

**EXHIBIT D**

449

**MINISTRY OF PETROLEUM RESOURCES**  
NNPC TOWERS, BLOCK D, ABUJA  
LEGAL UNIT

COMMISSIONER FOR OATHS  
FEDERAL HIGH COURT  
ABUJA

27/2/17

P.M.B No.....  
Telegrams.....  
Telephone.....



ICSID CASE NO/ARB/07/18  
Ref No.....  
Date.....

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

OFFICE  
OF THE  
COMMISSIONER  
FOR OATHS  
FEDERAL HIGH COURT  
ABUJA

Sir,

**RE: ALLOCATION OF OPL 245 BY THE FEDERAL GOVERNMENT TO MALABU OIL AND GAS LIMITED**

I am directed to bring to your knowledge that the directive of Mr. President on the above subject matter has been duly carried out by this Ministry following the issuance of a new Letter of Allocation of OPL 245 by the Hon. Minister of Petroleum Resources to M/S Malabu Oil and Gas, being the out of Court Settlement Agreement reached between the Federal Government and Malabu Oil and Gas in connection with the said oil block.

- Please find attached herewith a copy of the said Letter of Allocation for your further information.
- Please accept the warm regards of the Hon. Minister of Petroleum Resources.

Mrs. Grace E. O. Taiga  
Director (Legal)  
For: Hon. Minister of Petroleum Resources

CLS  
pls file  
in compliance with  
order  
6/8/17

SM

**CERTIFIED TRUE COPY**  
FEDERAL HIGH COURT  
ABUJA

7/3/17

Use note  
with note



EXHIBIT E



450  
COMMISSIONER FOR OATHS  
FEDERAL HIGH COURT  
ABUJA

ECONOMIC AND FINANCIAL CRIMES COMMISSION

5, Fomella Street, Off Ademola Adetokunbo Crescent, Wuse II, Abuja.  
Hotline: +234-(0)9-4604613, Fax: +234-(0)9-4604621

Email: info@efccnigeria.org, Website: www.efcc.gov.ng or www.efccnigeria.org

EFCC/EC/JUS/07/252

1<sup>ST</sup> September, 2016

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

FED. MIN. OF JUSTICE  
RECEIVED  
02 SEP 2016  
HAGF REGISTRY  
Honourable Attorney-General of the  
Federation & Minister of Justice

RE: OPL 245

REQUEST FOR UPDATE ON INVESTIGATION

I refer to your letters No. MJ/LIT/ABJ/SH/338/15 dated August, 2016, No. DPPA/INVS/199/15/1 dated 4<sup>th</sup> March 2016 and No. DPP/INVS/119/15/1 dated 4<sup>th</sup> April, 2016 on the above subject matter.

2. SUMMARY OF ALLEGATION:

This is a case of alleged conspiracy, forgery, uttering forged documents, criminal misappropriation and money laundering reported to the Commission by one A. A. Umar & Co. of no. 59 Usuma Street, Maitama, Abuja on behalf of Pecos Energy Ltd. and Mohammed Sani against Chief Dauzia Loya Etete and others. The petitioner reported that his client, Mohammed Sani and Pecos Energy Ltd. are shareholders of **Malabu Oil and Gas (MOGL)** alongside Kwekwu Amafegha representing Dan Etete on a 50:20:30 percent share ratio respectively. He further alleged that Malabu Oil & Gas was incorporated in 1998 and when it commenced business the same year, it applied for and was granted oil blocks known as OPL 245 and OPL 214 by the Federal Government. He further alleged that:

- I. Chief Dan Etete conspired with the Company Secretary of Malabu Oil & Gas one Mr. Rasky Gbinigie by forging board resolutions, filed documents purporting to alter the equity structure of MOGL and transferred the shares of the complainant to Seidougha Munamuna and Joseph Amaran.
- II. Between 2009 and 2011, Shell Nigeria Ultra Deep Ltd. (SNUD); Nigeria Agip Exploration Ltd (NAE) and Shell Nigeria

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Exploration and Production Company Ltd. (SNEPCO) through one Chief Dan Etefe negotiated and bought the Oil Prospective License (OPL) 245 for a consideration of One Billion, three hundred million US dollars (USD 1.3 billion) without recourse to the rightful owners. The money was paid into A Federal Government of Nigeria JP Morgan Chase Bank account in England.

III. Out of this money, the sum of eight hundred and one million, ninety one thousand US dollars (801,091,000.00 USD) was transferred from the account into the accounts of Malabu Oil and Gas which is solely controlled by Chief Dan Etefe thus converting same to his own use, hence the complaints.

**3. INVESTIGATION/SUMMARY OF ACTION TAKEN:**

On receipt of the petition, the team sent a letter of investigation activities to the Corporate Affairs Commission for a mirror copy of the companies file for analysis. Covert investigation was also employed to gather intelligence on other companies and persons involved to assist investigation. Both the complainant (Mohammed Sani and representative of PECOS Energy Nigeria Ltd.) were invited to adopt their complaint and volunteered statements. Furthermore, the team sent letters of investigation activities to:

- i. Department of Petroleum Resources for full documentation of OPL 245.
- ii. First and Keystone Banks for statement of account of Malabu Oil & Gas and other related accounts.
- iii. Shell Ultra Deep Nigeria Ltd. to shed more light on the transaction and payment.
- iv. Federal High Court Abuja to confirm the status of suit filed by Mohammed Sani in respect of the corporate status of Malabu Oil and Gas Limited.
- v. In addition, the team visited the Federal Ministry of Justice between the 30<sup>th</sup> and 31<sup>st</sup> of December 2015 and held meetings with the Director Public Prosecution and recovered vital documents relevant to the Investigation.

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vi. Also the team extended investigation to Italy, Switzerland, United Kingdom, United State of America and Netherlands through their police.

In furtherance of the investigation, voluntary statements of the parties relevant to the case were recorded accordingly. Some of the person that volunteered statement includes:-

- Alh. Mohammed Sani
- Barr. Rasky Gbinigie
- Ambassador Hassan Adamu
- Predrag Floboda (PECOS)
- Otunba Fasawe Oyewole (PECOS)
- Alh. Aliyu Mohammed Jabu
- Barr. Reuben O. Atabo
- Sani Umar Gusau
- Alh. Garba Abubakar (CAC)
- Abdulhakeem Mohammed (CAC)
- Mr. Femi Ogunleye(CAC)
- Moses Adaguusu
- Alh. Aliyu Abubakar (aka AA Oil)
- Chief Bayo Ojo, SAN
- Dauzia Loya Etete,
- And host of others.

**4. OBSERVATIONS:**

Investigation conducted so far reveals that:-

On 24<sup>th</sup> April 1998 Malabu Oil and Gas Ltd. was incorporated by the Corporate Affairs Commission with twenty million (20,000,000) ordinary shares of one naira (N1.00) each distributed as follows: (a) Mohammed Sani of no. 35 Kingsway road, Ikoyi Lagos having ten million shares (10,000,000) shares. (b) Kwekwu Amafegha of 4, Agudama Street, D. Line Port Harcourt having six million (6,000,000) shares (c) Hassan Hindu of the same address as above having four million (4,000,000) shares.

Hassan Adamu in his statement to investigators (Wakilin Adamawa) stated that, the Company's Directors were surrogated as follows, (1) Mohammed Sani stood in for General Sani Abacha the then Head of State, (2) Hassan Hindu stood in on behalf of Ambassador Hassan Adamu

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(Wakilin Adamawa) who was the former High Commissioner to United Kingdom (3) Kwekwu Amafegha stood in for Daniel Eteje who was the then Minister of Petroleum Resources.

On 29<sup>th</sup> April 1998, the Federal Ministry of Petroleum offered MOGL a deep water oil block prospecting license in respect of 245 and 214 following Government directive. This was in compliance with the Federal Government's Indigenous Policy of participation in the upstream sector of the Oil industry.

Between 1999 & 2000 the initial company's incorporation file that contained the copies of memorandum and articles of association, particulars of first directors and some initial incorporation documents were reported missing by the management of Corporate Affairs Commission and that all efforts to trace same proved abortive. That led the Commission to open a temporary file. Analysis of the documents recovered from the Corporate Affairs Commission from the temporary file of the company disclose that;

The Corporate status, shareholding structure and Directors names were changed and filed by one Rasky Gbinigie. The shareholding structure shows that, Alhaji Mohammed Sani was changed to Alhaji Mohammed Ahmed Sani with Four Million shares (4,000,000) instead of the original allotted share of Ten Million shares (10,000,000).

Following this, Alh Mohammed Sani Ahmed, Kwekwu Amafegha, Hassan Hindu Wabi and Aliyu Mohammed Jabu were appointed Directors with Mohammed Jabu as the Managing Director. Despite these changes, there is no evidence at Corporate Affairs Commission to indicate that Mohammed Sani and Hassan Hindu had or resigned their appointment/transferred their shares.

On 27/11/98 the Board issued another resolution and effects some changes on share allotments. On 21/01/99, Rasky G. acting as the Company secretary filed another resolution retaining Aliyu Muhammad Jabu and appointing Seidougha Munamuna as new Directors of Malabu Oil and Gas Ltd.

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• Again on 31/5/2000, based on another board resolution, New Directors and allotment of shares were filed by the company secretary in which also Alh. Mohammed Jabu agreed to receive the sum of USD5, 000,000.00 on behalf of Alh. Hassan Adamu to relinquishing his interest in Malabu Oil and Gas Limited which gave rise to the following changes:

**Shares allotment to:**

a) Seidougha Munamuna	10,000,000
b) Pecos Energy	10,000,000

**The New Directors:**

- a) Seidougha Munamuna and
- b) Oyewale Fasawe.

• On 9/6/2010, another change in the structure took place and the shares of the former Directors (Namely Mohammed Sani, Kwekwu Amafegha and Hassan Hindu) were transferred to Munamuna Seidougha and Amaran Joseph with Ten Million shares (10,000,000). However, there is no evidence at the Corporate Affairs Commission to indicate that Oyewale Fasawe had resigned as a Director. There is also no evidence to show that PECOS Limited had transferred their shares.

• In a related development, on 10<sup>th</sup> June, 2010, without following due process, new changes conveyed in forms CO2 and CO7 were filed by one Barrister Ayo Ademola and verified by a Youth Corp member and one Smith Ukpang Smith in the CAC file room. The Documents were later discarded. However, without due diligence, the documents expunged by the Corporate Affairs Commission were the same documents used by Seidougha Munamuna, Amaran Joseph and Rasky Gbinigie to open Malabu Oil and Gas Limited Bank accounts domiciled at First Bank Pic and Keystone Bank Limited.

V. On 2<sup>nd</sup> July 2001, the allocation of OPL 245 to Malabu Oil and Gas Ltd was withdrawn and the title deed revoked based on the directives of Mr. Funsho Kupolokun the then Presidential Adviser on Petroleum and Energy. Thereafter,

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OPL 245 was then declared free for bidding by the Federal Government of Nigeria where three companies namely Chevron, Exxon/Mobil and Shell Nigeria Ultra Deep Ltd (SNUD) bided for the oil bloc and on 23<sup>rd</sup> May 2002, Shell Nigeria Ultra Deep Ltd (SNUD) who won the bid were awarded the oil block by the Federal Government of Nigeria.

VI. Following the revocation of the Oil block, MOGL not satisfied with the development, filed a suit in a Federal High Court in Abuja challenging the action of the Federal Government of Nigeria. However, MOGL lost but file an appeal at the Abuja Division of the Appeal Court.

VII. While the appeal was pending, the Federal Government of Nigeria and Malabu Oil and Gas Ltd entered into an out of Court agreement in final settlement of the dispute, wherein Malabu's right to OPL 245 were fully restored as though same were never revoked. As such on the 16<sup>th</sup> January, 2007 Malabu filed a Notice of discontinuance of Appeal at Court of Appeal.

VIII. As a result of this development, SNUD Ltd filed for arbitration process under the Netherlands-Nigeria Bilateral Treaty (BIT) Agreement against the Federal Government of Nigeria before the International centre for the settlement of Investment Disputes (ICSID) in New York, Washington DC seeking for remedies for harm suffered due to losses caused by the action of Nigeria Government. Nigeria Government was represented by Mohammed Bello Adoke (SAN), then a private practitioner. His appointment as arbitrator to represent Nigeria was conveyed via a letter No. HAGF/ICSID/2007/Vol.1 dated 3<sup>rd</sup> September 2007 and signed by the then Attorney General of the Federation, M. K. Aondoakaa SAN.

IX. The arbitration was at indeterminate state, until the appointment of Mohammed Bello Adoke as the Justice Minister when MOGL wrote the OAGF on 11<sup>th</sup> May 2010 to request for settlement of disagreement on the difficulty MOGL was having in accommodating Shell as joint operators of the bloc. Subsequently, the Justice Minister wrote a letter No. HAGF/SH/2010/VOL.1/34 dated 25<sup>th</sup> May

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2010 to the President Goodluck Ebele Jonathan which recommended amongst others:

- Implement the terms of the settlement agreement of 30 Nov. 2006.
- Call upon MOGL to pay a signature bonus of \$210m less the sum of \$2, 40,000 already paid.
- Allow MOGL to treat as it deems fit as concessionaire, contractor and operator of the block with whomsoever it wishes.
- Ensure MOGL and its partners comply with the provisions of the Petroleum Act and all other extant laws as it affects the operation of the block.
- Ensure non-Interference by other parties on the rights of MOGL in respect to the block.

X. The President approved the above recommendations of the AGF. This approval was conveyed vide PRES/88-4/MPR/38/97/HAGF/55 dated May 28, 2010 and signed by the Senior Special Assistant to the President Matt Aikhionbare. The approval led the Petroleum Resource Ministry to issue the oil prospecting license to MOGL with a ninety day period to pay the Signature Bonus.

XI. In pursuance to the approval of Mr. President, the Hon. Minister of Petroleum conveyed the approval to MOGL and requested it to settle the payment of the signature bonus within 90 days. This was however amended to one year as contained in the settlement agreement.

XII. In a twist to the case, on 1<sup>st</sup> April 2011, the Director Petroleum Resources (DPR) responding to a request for comment by the AGF in respect of four (4) draft resolution agreements between: the

- FGN and MOGL,
- Shell Nigeria Ultra Deep (SNUD)

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• FGN, SNUD, Shell Nigeria Exploration and Production Company Ltd (SNEPCO)

• Escrow agreement between FGN, NAE, SNEPCO and JP Morgan for the domiciliation of money, dissuaded the AGF from going ahead to execute the agreement, citing the overall interest of the State as paramount and the consequent breach of extant revenue and other laws governing the exploration and exploitation of petroleum product in the country.

XIII. The AGF ignored the comments and wrote a letter dated 4th April 2011 to Mr. President and requested for his approval to execute the resolution agreements. The revocation and reallocation of the Block was consummated with the payment of US\$1,092,040,000 having deducted the signature bonus. Subsequent events however disclosed that the proceeds paid to MOGL as compensation was transferred to various persons through circumstances that can only be described as distasteful.

XIV. Furthermore, in the bid to resolve these disputes the Federal Government, through the Attorney General of the Federation, facilitated a settlement without the inclusion of the Majority of shareholders of agreement between the partners which culminated in the outright transfer of right of Malabu Oil and Gas Ltd to Shell/Agip consortium from participating in the resolution. In spite of the Attorney General of the Federation's knowledge that Pecos Nig Ltd & Mohammed Sani were short changed by Chief Dauzia Loya Efete.

XV. In furtherance of the Resolution Agreement, Shell Nigeria Ultra Deep Ltd and ENI agreed to pay Malabu through the Federal Government of Nigeria acting as an obligor, the sum of US\$1,092,040,000 billion in full and final settlement of any and all claims, interest or rights relating to or in connection with Block 245 and also consented to the reallocation of the OPL 245 to Nigeria Agip Exploration Limited (NAE) and Shell Nigeria Exploration and Production Company Limited (SNEPCO):

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XVI. On 19<sup>th</sup> May 2011, the Hon Attorney General and Minister of Justice of the Federal Republic of Nigeria forwarded the Escrow account details (i.e., Federal Republic of Nigeria Escrow account No, 41451493 IBAN: GB30CHAS609242411493 with JP Morgan Chase Bank) to Nigeria Agip Exploration Limited and Shell Nigeria Exploration and Production Company limited for the payment of the said sum of US\$1,092,040,000.

XVII. On 23<sup>rd</sup> May, 2011, NAE and SNEPCO instructed JP Morgan Chase Bank to release the said amount sum of US\$1,092,040,000 into the Escrow account of the Federal Republic of Nigeria.

XVIII. On 3<sup>rd</sup> July, 2011 the sum of \$215, 000, 000 was frozen by the High Court of Justice, Queen's Bench Division (Commercial court) London, following a claim in civil action made before the Court by Energy Ventures Partners (EVP) against Malabu Oil and Gas Ltd for commission, for assisting in bringing about the transaction with NAE/SNEPCO.

XIX. After the determination of the case by Queen's Bench Division, the sum of \$112,606,741 was transferred to Switzerland, LGT Bank Schwei, Basel in the name of Energy Ventures Partner, while the balance of \$84, 940, 331.41 remained in account No. 1400042043506, at NatWest Bank, City of London, and Branch sort code 600001. Both amounts were frozen by Court at the request of the Public Prosecutor, Italy.

XX. On 18<sup>th</sup> July, 2011 the same High Court of Justice, Queen's Bench Division (Commercial court) London, frozen the sum of \$65, 522, 400 from the money based on the petition to the court by ILC against Malabu Oil and Gas Ltd following the fee agreement for a 6% success fee earlier consented to by both parties.

XXI. On 24<sup>th</sup> September, 2011, the FGN through Hon. Minister of Finance, Yerima Lawal Ngama released the sum of (\$400m) Four Hundred Million US Dollars from the Escrow Account (JP Chase Morgan) to Bank PHB (Now Keystone Bank Limited) in favour of account No. 1005552028 operated by MOGL and opened via a Board resolution dated 12<sup>th</sup> August 2011

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signed by Seidougha Munamuna (Chairman) and Rasky Gbinigie (Secretary) as earlier mentioned.

XXII. On the 15<sup>th</sup> August, 2011, Seidougha Munamuna and Rasky Gbinigie on behalf of MOGL wrote a letter to the Bank (Keystone) and introduced Chief Dauzia Loya Etete (AKA Chief Dan Etete) as the sole signatory to accounts No. 1005552028 and 1040659338 domiciled in the bank belonging to Malabu Oil and Gas Limited.

XXIII. Subsequently, on 6<sup>th</sup> September 2011, Dan Etete transferred the sum of \$336,456,906.78 to Keystone Bank account No. 1005556552 operated by Rocky Top Resources Limited. Dan Etete became the signatory to the account previously operated by Alh. Aliyu Abubakar.

XXIV. Investigation disclosed that the account of Rocky Top Resources Limited had total credits of \$464,093,885.59 and total withdrawal of \$466,092,292.00. Interest on inflow of \$728,773.67; and a closing balance as at 1<sup>st</sup> April 2015 of \$1,593.59. This money was disbursed to various beneficiaries within and without the Country by Chief Dauzia Loya Etete.

XXV. It was noticed that Etete transferred the sum of \$10,000,000 to Bayo Ojo SAN, out of which the sum of \$1,200,000 was transfer to Vincenzo Armana one of the Executive of ENI S. P. A, Italy.

XXVI. In a related development, on 16<sup>th</sup> August, 2011, another sum of Four Hundred and One Million, Five Hundred and Forty Thousand Dollars (\$401,540,000) was transferred from the same Escrow account into account No.2018288005 with First Bank Nigeria Limited belonging to Malabu Oil and Gas Limited. Again Chief Dauzia Loya Etete was introduced to the bank as the sole signatory to the account by MOGL acclaimed Directors namely; Seidougha Munamuna, Amaran Joseph and Rasky Gbinigie. Dan Etete transferred the whole sum to various companies owned and managed by Aliyu Abubakar (aka AA Oil) and Bashir Adewumi as follows:

Beneficiary	Amount
• A Group Constr. Co. Ltd	\$157,000,000
• Mega Tech. Engr.	\$180,000,000

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- Imperial Union Ltd \$34,000,000
- Novel Properties Ltd \$30,000,000

The disbursement of the funds by these companies to others is presented below:

**a. A Group Construction Company Ltd** account No: 2017560045 (7272900000170) domiciled with First Bank Plc with a sole signatory in the person of Alh. Aliyu Abubakar. The total inflow into this account is \$171,687,731.35 while the debit entry was \$171,645,686.49. The account generated an interest of \$1,287,228.17. The closing balance as at 26<sup>th</sup> March 2012 is \$47,031.59. The beneficiaries from this account were:

Beneficiary	Amount	Amount
MegaTech Engr. Ltd	\$37,000,000.00	\$37,000,000.00
A Group Constructions Co. Ltd	\$1,100,000.00	\$1,100,000.00
Alh. Aliyu Abubakar	\$53,000,000.00	\$53,000,000.00
In God We Trust BDC	\$2,987,500.00	\$2,987,500.00
Huawei Inter. Property Ltd	\$4,000,000.00	\$4,000,000.00
Ashambrack BDC	\$13,126,835.00	\$13,126,835.00
As-sunnah BDC	\$18,090,000.00	\$18,090,000.00
Cox A. Integrated	\$7,000,000.00	\$7,000,000.00
Vista & Gate	\$6,250,000.00	\$6,250,000.00
Co-operative Exchange	\$1,857,000.00	\$1,857,000.00
Ndekwe Douglas	\$2,500,000.00	\$2,500,000.00
Saro Umar	\$1,000,000.00	\$1,000,000.00
Celebrity Mgt. Ltd	\$3,000,000.00	\$3,000,000.00
Musa Mohammed Bagana	\$625,000.00	\$625,000.00
Ilkechukwu Obiora	\$400,000.00	\$400,000.00

**b. MegaTech Engineering Ltd** account No: 2017557391 (4382900731157) domiciled with First Bank Plc. The sole signatory is Alh. Aliyu Abubakar. The total deposit into this account is \$226,000,192.12 while the total withdrawal was \$226,047,438.57. This account generated an interest of \$2,500,192.12. The closing balance as at 26<sup>th</sup> October 2015 stood at \$886.95. The beneficiaries from this account are as follows:

Beneficiary	Amount
As-sunnah BDC	\$131,069,382.63

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• Rasky Gbinigie Esq.	\$8,000,000.00
• Julius Oladele (SAN)	\$5,000,000.00
• Farsman Holdings	\$17,068,961.71
• In God we trust BDC	\$16,219,500.29
• Alh. Aliyu Abubakar	\$3,503,750.00
• Al-gulam BDC	\$19,824,220.76
• Ikechukwu Obiora (Senator)	\$11,496,816.00

c) **Imperial Union Ltd Account** No: 2017557690 domiciled with First Bank Plc. The sole signatory is **Alh. Aliyu Abubakar**. The total deposit into the account is \$64,898,319.35 while the total withdrawal stood at \$64,644,145.23. The account generated an interest of \$348,319.35. The closing balance as at 26<sup>th</sup> March 2012 is \$254,174.12. The beneficiaries from this account are as follows;

Beneficiary	Amount
• Farsman Holdings	\$30,450,000.00
• Seidougha Munamuna	\$7,000,000.00
• Ndekwe Douglas Chude	\$3,715,000.00
• Black Rock Inter. Ltd	\$1,500,000.00
• As-sunnah BDC	\$10,000,000.00
• Wang Yinfeng	\$3,040,000.00
• City Hoppers Prop. Ltd	\$4,501,600.00
• Upstarters Integrated Ltd	\$1,000,000.00
• Ashambrack BDC	\$433,850.00
• First Bank Plc	\$389,613.24
• Mega Tech	\$1,500,000.00
• Malabu Oil & Gas	\$501,925.00
• Alh. Aliyu Abubakar	\$30,000.00

e) **Novel Properties & Dev. Co. Ltd** account No: 2016238518 domiciled with First Bank Plc. The sole signatory is **Alh. Aliyu Abubakar**. The total deposit into the account is \$30,016,688.20 while the total debit was \$30,025,262.48. The account generated an interest of \$16,448.19. The closing balance as at 25<sup>th</sup> September 2015 is \$1,471.53. The sole beneficiary of this account is Imperial Union Ltd which also belongs to Aliyu Abubakar.

f) Aliyu Abubakar admitted receiving the sum of \$401,540,000 from Dan Etete through the accounts mentioned above. Fifty Million Dollars (\$50,000,000) was his consultancy for brokering MALABU settlement. The sum of One Hundred and Eighty

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Million Dollars (\$180,000,000) represents amount used to purchase eleven (11) properties in Lagos and Abuja. While the sum of \$171,540,000 was the amount used to purchase a shopping Mall and a residential apartment for Dan Etete in Dubai UAE.

g) Other beneficiaries from the amount include Seidougha Munamuna and Rasky Gbinigie who received the sum of Seven Million (\$7,000,000) and Eight Million Dollars (\$8,000,000) respectively. Transfers made from this amount to Bureau De Change listed were received cash by Aliyu Abubakar to enable him pay for the properties.

**5. SUMMARY OF FINDINGS:**

Investigations extended to issues raised in the complaint have so far established the following:

i. OPL 245 is an offshore oil block offered to Malabu Oil and Gas Ltd (MOGL) in 1998. The Directors as at inception were Mohammed Sani, Kwekwu Amafegha and Hassan Hindu. Several changes were made through the years to alter the names of the owners by Rasky Gbinigie (Company Secretary) at the instigation of Chief Dan Etete.

ii. Subsequent disputes arose between MOGL, Technical partner Shell Nigeria Ultra Deep Ltd (SNUD), the Government (FGN) and other interested parties were resolved on 30th November 2006, thereby returning the bloc to the original owners i.e. MOGL. The terms of the settlement were however not fully executed.

iii. On 4th April 2011, the Attorney General of the Federation requested Mr. President to approve the revocation and the subsequent reallocation of the bloc to Shell/NAE Consortium, the President gave his approval. However, the AGF ignored to heed the comment/advice of a letter written to him by the Director, Department of Petroleum Resources (DPR) citing the provisions of extant laws governing the industry.

iv. After the reallocation of the block to the consortium, the sum of (USD \$1,092,040,000) was paid to an escrow account at Chase JP Morgan Bank in London. The sum of \$801, 540, 000, was later

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transferred to the accounts of MOGL domiciled in Keystone and First Banks Plc. This payment was said to be compensation.

V. The operator of the Account namely Chief Dan Etete, (Petroleum Minister when the Bloc was first allocated to MOGL) disbursed half of the money into four accounts controlled by Alh. Aliyu Abubakar (aka AA Oil) who made further disbursement to other accounts he controls. Bulk of the money were however laundered cash through Bureau De Change (BDC). The operators of these BDCs admitted in written paying same to the sender Alh. Aliyu Abubakar (aka AA Oil).

VI. The remaining half paid into accounts operated by Dan Etete was disbursed to individuals both real and corporate outside the country.

VII. Despite the claim by the then AGF Mohammed Bello Adoke, SAN, regarding his action as occasioned by disputes over the block, and its subsequent non operation, the problem persisted due to the disagreement over the true ownership of the bloc.

VIII. The EFCC is currently helping Italian Prosecutors and Office of the Attorney General of Switzerland, who are following up on a Request for Mutual Legal Assistance over allegations of underhand dealings, bribery and corruption of Italian officials of the partly government owned ENI Petroleum the parent company of the Nigeria Agip Exploration (NAE) Company on one hand the involvement of Nigerians including Dan Etete, Bayo Ojo SAN, and the former AGF Mohammed Bello Adoke on the other. While statement have been recorded from Dan Etete, Aliyu Abubakar, Bayo Ojo and others, up to now, Mohammed Bello Adoke who is confirmed to be outside the country has failed to honour all invitations extended to him. He will be declared wanted in due course through INTERPOL request to help apprehend him.

6. CONCLUSION/RECOMMENDATION:

The history of OPL 245, the involvement of Chief Dan Etete a sitting Minister when the Block was allocated to Malabu Oil and Gas Ltd and investigations both within and outside the country spanned all

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through the advent of the 4<sup>th</sup> democratic governance of this country. The whole problem would have been avoided but for the successful forgery that led to the change of names of the original directors of MOGL by Chief Dan Etete, Rasky Gbinigie and their cohorts as revealed by the investigation.

Furthermore, the solution provided by the AGF, Mohammed Bello Adoke should have considered the internal dispute amongst the Company Directors as well as genuinely taking into cognizance the extant law governing oil exploration in the country as advised by the then Director Department of Petroleum Resources (DPR) and also to carry out due diligence on the circumstances surrounding the registration and allocation of the oil well to the Company particularly as the entire process of the said registration of the company and the subsequent allocation of the OPL 245 smacks of gross abuse of office and conflict of interest. This is so as the original promoter of the company (MOGL) were highly placed government officials who ordinarily have no business getting involved in the transaction in the first place.

That notwithstanding, had the FGN at that time, kept the proceeds from the sale of the Block, the intractable and unending disputes could have been tamed. The International embarrassment on the manner the FGN handled the matter vis-à-vis the involvement of the former AGF and the seeming distasteful and disgraceful way the proceeds was distributed through suspicious circumstances leave much to be desired.

It is strongly suggested that:

- The office of the Hon. Attorney General of the Federation sets up necessary proceedings to redeem the image of the country by unwinding the whole process with a view to advising government appropriately.
- The FGN to consider the legality or otherwise of the actions of the previous administration vis-à-vis the provisions of extant law governing Oil exploration in the Country in determining the outcome of actions taken by it to consummate the transaction on the block.

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- The office of the Hon. Attorney General of the Federation to initiate relevant civil proceedings where they exist, against the Oil Companies for aiding and abetting the breach of the Petroleum Act.

Investigation is at the verge of completion with respect of the remaining payments made to enable the Commission determine the extent of involvement of other persons especially government officials yet to be linked with the fraud. Those found culpable would face appropriate charges in Court. However, the former Attorney General of the Federation, Mohammed Bello Adoke and Directors of purported MOGL such as Amaran Joseph and Seidougha Munamuna are still at large and would be declared wanted in due course as they are still outside the country.


Meanwhile, Chief Dauzia Loya Etefe (aka Dan Etefe), Mohammed Bello Adoke, Bayo Ojo and Aliyu Abubakar will be Charged to Court along with Malabu Oil & Gas Limited, Rocky Top Resources Limited, A Group Construction Co. Ltd, Megatech Engineering Co. Limited, Imperial Union Ltd and Novel Properties & Dev. Co. Ltd.

Kindly accept the assurances of my highest regards and consideration, please.



Ibrahim Magu  
Ag. Executive Chairman

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ABUJA

  
7/3/17



EXH. 'F'

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FOURTH REPUBLIC  
7TH NATIONAL ASSEMBLY  
THIRD SESSION  
NO. 95



COMMISSIONER FOR OATHS  
FEDERAL HIGH COURT  
ABUJA

HOUSE OF REPRESENTATIVES  
FEDERAL REPUBLIC OF NIGERIA

ORDER PAPER

Thursday, 13 February, 2014

COMMISSIONER FOR OATHS  
FEDERAL HIGH COURT  
ABUJA  
27/2/14

1. Prayers
2. Approval of the Votes and Proceedings
3. Oaths
4. Message from the President of the Federal Republic of Nigeria (if any)
5. Message from the Senate of the Federal Republic of Nigeria (if any)
6. Other Announcements (if any)
7. Petitions (if any)
8. Matter(s) of Urgent Public Importance
9. Personal Explanation

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ABUJA

7/3/14

PRESENTATION OF REPORT

*Ad-hoc* Committee to Investigate the Alleged Shady Deal Involving the Honourable Minister of Petroleum Resources, Nigerian National Petroleum Corporation (NNPC), Nigerian Petroleum Development Company (NPDC), and Shell Petroleum Development Company (SPDC):  
 Hon. Ajibola S. Muraina:  
 "That this House do receive the Report of the *Ad-hoc* Committee to investigate the Alleged Shady Deal Involving the Honourable Minister of Petroleum Resources, Nigerian National Petroleum Corporation (NNPC), the Nigerian Petroleum Development Company (NPDC), Shell Petroleum Development Company (SPDC), Atlantic Energy Drilling Concept Ltd, Septa Energy Ltd and any Other Entity with Respect to the Farm-out or Allocation of Oil Mining Lease (OMLs) 4, 26, 30, 34, 36, 41 and 42 and to Report Back to the House (HR. 99/2013)"  
 (Referred: 2/5/2013).

ORDERS OF THE DAY

MOTIONS

1. Urgent need to Rehabilitate Aduhanhan Bridge along Benin-Asaba Expressway, Uhumwode Local Government, Edo State:  
 Hon. Samson R. Osagie:  
  
 The House  
  
 Notes that the Benin-Asaba Expressway is a Federal Highway over which the Federal Road Maintenance Agency (FERMA) has responsibility for maintenance;  
  
 Aware that the Benin-Asaba Expressway has several bridges along its route, amongst which is the Aduhanhan Bridge within Uhumwode Local Government Area of Edo State.

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*Disturbed* that in the recently time the Bridge has started breaking down, with the result that several vehicles are falling into the river leading to fatal accidents that have claimed lives;

*Cognizant* of the fact that the Federal Road Maintenance Agency has the statutory responsibility of maintaining Federal Highways including Bridges anywhere in the country;

*Resolves to:*

Urge the Federal Road Maintenance Agency (FERMA) to urgently take steps to reconstruct the ADUHANHAN Bridge along Benin-Asaba Expressway to stem incidence of frequent accidents caused by the collapsing bridge in order to reduce carnage on the road.

2. Urgent Need to Reconstruct the Totally Collapsed Chanchanji Bridge on the Takum-Wukari Road:

Hon. Albert T. Sam Tsokwa  
Hon. Garba M. G.

Hon. Jerry S. Manwe  
Hon. Udo Ibeji:

The House:

*Notes* that the Bridge located at Chanchanji on the Takum-Wukari Trunk A Federal Road was constructed during the Colonial period;

*Further notes* that this Colonial Bridge collapsed in the 1970's and was rehabilitated by the Nigerian Army Engineering Corps in the early 1980s;

*Aware* that this road is of significant economic importance as it facilitates transportation and other business transactions up to the Cameroons;

*Disturbed* that the Chanchanji Bridge has now completely and totally collapsed and is no longer usable;

*Further disturbed* that transportation of goods and services on the ever busy Takum-Wukari Road is now stalled as human movement as well as that of livestock has become difficult if not almost practically impossible;

*Worried* that the biggest yam Market in the North-East Geo-Political Zone is located in Chanchanji and with the total collapse of the Bridge, the yam farmers and traders who trade in farm products produced in this axis have all been subjected to harsh and unbearable economic conditions;

*Further worried* that the Military personnel at Takum Barracks presently have difficulty carrying out their operations as a result of the collapsed bridge;

*Resolves to:*

Mandate the Committees on Appropriations, and Works to ensure that adequate funds are allocated in the 2014 Budget currently before the National Assembly for the Re-construction of the Chanchanji Bridge.

BILL

3. A Bill for an Act to authorize the issue from the Consolidated Revenue Fund of the Federation the total sum of ₦4,642,960,000,000 (Four Trillion, Six Hundred and Forty-Two Billion, Nine Hundred and Sixty Million Naira) only, of which, ₦399,687,801,891 (Three Hundred and Ninety-Nine Billion, Six Hundred and Eighty-Seven Million, Eight Hundred and One Thousand, Eight Hundred and Ninety-One Naira) only, is for Statutory Transfers, ₦712,000,000,000 (Seven Hundred and Twelve Billion Naira) only, is for Debt Service, ₦2,430,665,361,597 (Two Trillion, Four Hundred and Thirty Billion, Six Hundred and Sixty-Five Million, Three Hundred and Sixty-One Thousand, Five Hundred and Ninety-Seven Naira) only, is for Recurrent (Non-Debt) Expenditure while the balance of ₦1,100,606,836,512 (One Trillion, One Hundred Billion, Six Hundred and Six Million, Eight Hundred and Thirty-Six Thousand, Five Hundred and Twelve Naira) only, is for contribution to the Development Fund for Capital Expenditure for the year ending on the 31st day of December, 2014 (*Third Allocated day*) (*Adjourned Debate: 12/2/2014*) – *Second Reading*.

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## CONSIDERATION OF REPORT

4. *Ad-hoc Committee on Malabu Oil and Gas Limited:*

Hon. Leo Ogor:

"That this House do consider the Report of the *Ad-hoc Committee on Transaction involving the Federal Government and Shell/Agip Companies and Malabu Oil and Gas Limited in respect of Oil Block OPL 245 and approve the Recommendations therein*" (HR. 111/2012) (*Laid: 9/7/2013*):

- (i) That the Federal Government of Nigeria should cancel OPL 245 recently granted to Shell Nigeria Exploration and Production Company Ltd. (SNEPCO) (50%) and AGIP (50%), as it was based on a highly flawed 'Resolution Agreement' entered into between Malabu Oil and Gas, Shell Nigeria Exploration and Production Company Ltd (SNEPCO) and Nigeria Agip Exploration Ltd (NAE) with the Federal Government acting as Obligor. The 'Resolution Agreement' ceded away our National Interest and further committed Nigeria to some unacceptable indemnities and liabilities while acting as an Obligor. Indeed, Clause 17 of the 'Resolution Agreement' commits the Federal Government of Nigeria to indemnify, and even defend Shell Nigeria Ultra Deep Ltd. (SNUD), Shell Nigeria Exploration and Production Company Ltd (SNEPCO) and Nigeria Agip Exploration Ltd (NAE) from and against "all suits, proceedings, claims, demands, losses and liability of any nature or kind, including but not limited to all litigation costs, attorney's fees, settlement payments, damages and all other related costs and expenses, based on, arising out of or in connection with" the 'Resolution Agreement' and or the issuance of the Oil Prospecting License in respect of Block 245;
- (ii) That the Federal Government through the Ministry of Petroleum Resources and the Office of the Attorney-General of the Federation facilitates a new 'Resolution Agreement' in line with the Petroleum Act, and the Indigenous Concession Programme (ICP) of Government that guided the initial allocation of OPL 245 to Malabu Oil & Gas, as a situation where the 'Resolution Agreement' diverted 100% of the beneficial ownership to two foreign based companies is contrary to our national aspirations. Indeed the 'Resolution Agreement' should acknowledge Nigeria's National interest in the huge deposits existing in the Block;
- (iii) That the House should direct the Committees on Petroleum Resources (Upstream), Petroleum Resources (Downstream), Gas Resources and Local Content to liaise with the Ministry of Petroleum Resources to make available a comprehensive list of similar ventures with Petroleum Sharing Agreement or contract without Nigeria National Petroleum Corporation (NNPC) participation, for necessary remediation;
- (iv) That AGIP Nigeria Agip Exploration Ltd (NAE) be formally censured or reprimanded by the House for its role in the 'Resolution Agreement' which lacked transparency and did not meet international best business practises. The 'Resolution Agreement' was meant to resolve existing disputes between the various parties, which even by AGIP's acknowledgment they are not party to the disputes, in the process, they cornered 50% equity in Block 245;
- (v) That Shell Nigeria Ultra Deeps (SNUD) be censured or reprimanded by the House for its lack of transparency and full disclosure in its bid to acquire OPL 245;
- (vi) That the ownership structure of Malabu Oil and Gas Ltd flowing from our findings and the Economic and Financial Crimes Commission (EFCC)'s interim report, is as follows:
- (a) Mohammed Sani (Abacha) (or his Successors in title) — 50%.
- (b) Kweku Amategha (Dan Etete) (or his Successors in title) — 30%, and
- (c) Pecos Energy Ltd — 20%.

Consequently, the Office of the Attorney General of the Federation, the Ministry of Petroleum Resources, and the Ministry of Finance should take this into consideration in any dealings with respect to OPL 245;

- (vii) That the Nigerian Police Force should take over the on-going investigation on the matter of forgery and alteration of documents indicting some Directors of Malabu Oil & Gas Ltd who resigned their positions or transferred their appointments or shares without authorisation, and initiate prosecution of any person indicted;

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- (viii) That in line with global best practices, accountability and transparency, individuals and financial institutions linked with and found culpable by the Economic and Financial Crimes Commission (EFCC) of receiving and transferring money unlawfully with respect to or arising out of the 'Resolution Agreement', should be charged to an appropriate court of competent jurisdiction, and any such monies unlawfully transferred should be recovered;
- (ix) That in redrafting a new 'Resolution Agreement', Nigeria's tax laws should be respected, and consequently where applicable, the Federal Inland Revenue Service (FIRS) should take all necessary steps to impose Capital Gains Tax on Shell (Shell Nigeria Exploration and Production Company Ltd (SNEPCO) — Shell Nigeria Ultra Deep Limited (SNUD) transaction as the payment or reimbursement of \$355,000,000 from Shell Nigeria Exploration and Production Company Ltd (SNEPCO) to Shell Nigeria Ultra Deep Limited (SNUD) as contained in the 'Resolution Agreement' is clear evidence of some form of alienation or transfer of interest that satisfies the requirement for tax purposes.

**COMMITTEE MEETINGS**

Committee	Date	Time	Venue
1. Rules and Business	Thursday, 13 February, 2014	2.00 p.m.	Committee Room 06 Assembly Complex
2. Ad-hoc Committee on the Disbursement of Public Funds by the Bank of Industry	Thursday, 13 February, 2014	2.00 p.m.	Committee Room 4:65 New Building (House) Assembly Complex
3. Special Duties	Thursday, 13 February, 2014	1.00 p.m.	Committee Room 244 New Building (House) Assembly Complex
4. Legislative Compliance (with Nigerian Prison Services)	Thursday, 13 February, 2014	2.00 p.m.	Committee Room 205 New Building (House) Assembly Complex
5. Federal Character (with National Institute for Cultural Orientation (NICO), Abuja and Federal Neuro-psychiatric Hospital, Kaduna)	Thursday, 13 February, 2014	1.30 p.m.	Committee Room 247 New Building (House) Assembly Complex

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**IN THE FEDERAL HIGH COURT  
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 CRIME COMMISSION FOR AN ORDER OF INTERIM ATTACHMENT OF THE OIL PROSPECTIVE LICENCE 245 PRESENTLY HELD BY SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LIMITED (SNEPCO)**

**BETWEEN  
NIGERIAN AGIP EXPLORATION LIMITED ..... APPLICANT/ RESPONDENT**

**AND  
CHAIRMAN, ECONOMIC AND FINANCIAL CRIMES COMMISSION ..... RESPONDENT**

**AND  
MALABU OIL AND GAS LTD. .... PARTY INTERESTED/APPLICANT**

**WRITTEN ADDRESS IN SUPPORT OF MOTION ON NOTICE**

**1.0 INTRODUCTION**


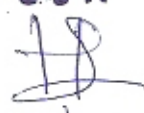
1.1 This is an application brought Pursuant to Order 9 Rule 24 and Order 26 of the Federal High Court (Civil Procedure) Rules, 2009 and section 36 (5) of the Constitution of the Federal Republic of Nigeria, 1999 (as amended) praying the Honourable Court for the following:

1. **AN ORDER** granting leave to the Party Interested/Applicant to be joined as 2<sup>nd</sup> Respondent in the application of Nigerian Agip Exploration Limited V. Chairman, Economic and Financial Crimes Commission in Suit No. FHC/ABJ/CS/14/2017.
2. **AND** for such other or further order(s) as this Honourable Court may deem fit to make in the circumstance of this case.

1.2 The application is supported by twenty two (22) Paragraphs affidavit deposed to by Mohammed Sani Abacha. Annexed to the Affidavit are six (6) exhibits marked Exhibits 'A - F'. We place reliance on all the paragraphs of the said affidavit and the exhibits attached thereto.

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2.0 **THE RELEVANT FACTS**

- 2.1 The Party Interest/Applicant was incorporated sometime in 1998 and subsequently allocated the Oil Block 245 on the 29<sup>th</sup> April, 1998. After the allocation, the Party Interested/Applicant commenced procedure to develop the Oil Block by seeking to partner with Technology Companies who have deep water experience for the purposes of exploring the Oil Block. In the process, the Party Interested/Applicant engaged one Chief Daniel Etefe as a consultant. One Rasky Gbinigie purportedly acting as Company secretary and one Barrister Ademola fraudulently altered **Exhibit "A"**, other documents and the corporate files of the Party Interested/Applicant at the Corporate Affairs Commission (CAC).
- 2.2 As a consequence of the said alteration, the interest of the Party Interested/Applicant in OPL 245 was allegedly transferred to Shell Nigeria Exploration and Production Company Limited (SNEPCO) and Nigerian Agip Exploration Limited (NAE). When the deponent to the affidavit in support of the application became aware of the purported divestment of the title to OPL 245 from the Party Interested/Applicant, he caused his solicitors to petition the Economic and Financial Crimes Commission (EFCC). The Economic and Financial Crimes Commission (EFCC) investigated and came up with a report of the said investigation annexed to the supporting Affidavit as **Exhibit "E"**.
- 2.3 Furthermore, certain individuals have been charged before the Federal High Court as a result of their role in the alleged transfer and purported divestments of the Applicants title to OPL 245. As a consequence of a charge now pending before the Federal High Court Abuja, the Economic and Financial Crimes Commission (EFCC) has now brought an application exparte and obtained an order attaching OPL 245 which is the property of the Party Interested/Applicant. Nigerian Agip Exploration Limited brought an application seeking to discharge the Order Exparte made in favour of the Economic and Financial Crimes Commission (EFCC).

3.0 **ISSUE FOR DETERMINATION**

- 3.1 The Party Interested/Applicant formulates a lone issue for the determination of this Honourable Court, that is:
- 3.2 Whether the Party Interested/Applicant, Malabu Oil and Gas Limited has disclosed sufficient interest to warrant its being joined as a Respondent in this application?

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4.0 ARGUMENT

- 4.1 It is our submission that this Honourable Court is vested with the powers to join persons, whether the Plaintiffs, Defendants, Applicants or Respondents to a suit or application by virtue of Order 9 of the Rules of this Honourable Court.
- 4.2 We submit my lord that the object of joinder of parties is to allow a party whose interest will be affected by the outcome of a particular suit or application to be joined to the proceeding. Also, where a suit or application cannot be effectively determined in the absence of any person, joinder is granted. We refer my lord to the case of **OSUOLA & ORS. VS COKER & ANOR. (1981) 5 SC 197.**
- 4.3 It is our further contention that before joining a party to an action the Court must be satisfied with the following:
  - a) That the party being joined has an interest in the subject matter and the suit.
  - b) That he is likely to be affected by the outcome of the suit.
  - c) That if he is not made a party the case cannot be decided effectively.
- 4.4 The Order made by this Honourable Court effectively takes away the property of the Party Interested/Applicant even before it is heard contrary to section 36 of the Constitution of the Federal Republic of Nigeria, 1999 (as amended) which guarantees the right to fair hearing. The making of that order was predicated on the alleged fraudulent role played by certain persons subject to prosecution in Charge No: FHC/ABJ/CR/268/2016 pending before the Federal High Court Abuja.
- 4.6 Furthermore, the Applicant/Respondent (Nigerian Agip Exploration Limited) applied to have the said order discharged without notice to the Party Interested /Applicant whose interest will be adversely affected by a discharge of the order of 26<sup>th</sup> January, 2017. This is because; some persons are already standing trial for their involvement in the fraudulent dealing with the Party Interested/Applicant's asset (OPL 245). The order which the Applicant/Respondent (Nigerian Agip Exploration Limited) seeks from your lordship adversely affects the interest of the Party Interested/Applicant and it is in the interest of Justice that the Applicant be given an opportunity to be heard before the order, affecting its interest, is made.

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- 4.7 On the basis of the forgoing, we humbly submit that the Party Interested/Applicant has shown sufficient interest to warrant its being joined as 2<sup>nd</sup> Respondent to this application. See also the case of **PENOK INVESTMENT LTD. VS HOTEL PRESIDENTIAL (2011) All FWLR (Pt. 571)1424 at 1458.**
- 4.9 We submit further that the Party Interested/Applicant's ownership or title to OPL 245 is not in doubt. Hence the need to be joined in the application as the decision of the court in this present proceeding, one way or the other will affect the interest of the Party Interested/Applicant. See **GREEN VS GREEN (1987) 3 NWLR (PT.61) at 480, OGOLO VS FUBARA (2003) 11 NWLR (PT.831) 231 at 261.**
- 4.10 We submit that granting the Party Interested/Applicant leave to be joined in this suit is in accordance with Section 36 of the Constitution of the Federal Republic of Nigeria, 1999 (as amended) and the principle of fair hearing embedded in the legal maxim '**audi alterem partem**' which guards against a decision that will affect a person in his absence, in the instant case, the Party Interested/Applicant.
- 4.11 We most humbly further submit that the absence of the Party Interested/Applicant in this application will occasion gross miscarriage of justice and shall be greatly prejudicial to its interest in the subject matter of the application which was fraudulently acquired by the Applicant/Respondent (Nigerian Agip Exploration Limited) in this application without the knowledge, authority and consent of the majority shareholders in the equity of the Party Interested/Applicant.

5.0 **CONCLUSION**

- 5.1 We finally urge this Honourable Court to resolve the sole issue for determination in the Party Interested/Applicant favour and grant our prayers as same will not prejudice any of the parties in this case.

We are most obliged my lord.

Dated this <sup>24<sup>th</sup></sup>.....day of February, 2017 .

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ABUJA



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Abdullahi Haruna Esq.  
Dr. R.O. Atabo  
Seth Nixon Esq.  
H. L. Haruna (Mrs.)  
H. S. Bello (Miss)  
PP: R. O. ATABO & CO.  
(Counsel to Applicants)  
1<sup>st</sup> Floor, City Plaza  
No. 7 Rukuba Close,  
Off Nkwere Street,  
Off Muhammadu Buhari Way  
Garki, Abuja.  
Tel: 08033588999  
Email: reubenatabo@hotmail.com

**FOR SERVICE ON:**

1. The Applicant/Respondent  
C/O its Counsel  
Babatunde Fagbohunlu, SAN  
Aluko & Oyebode  
1, Murtala Muhammed Drive,  
Ikoyi Lagos  
Email [chukwuka.ikwuazom@aluko-oyebode.com](mailto:chukwuka.ikwuazom@aluko-oyebode.com)
2. The Respondent  
C/O its Counsel,  
Aliyu M. Yusuf.  
Legal and Prosecution Department,  
Economic and Financial Crimes Commission.  
No. 1, Hombori Street,  
Off Freetown Street,  
Off Adetokunbo Ademola Crescent,  
Wuse II, Abuja.

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**IN THE FEDERAL HIGH COURT  
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 CRIME COMMISSION FOR AN ORDER OF INTERIM ATTACHMENT OF THE OIL PROSPECTIVE LICENCE 245 PRESENTLY HELD BY SHELL NIGERIA EXPLORATION AND PRODUCTION COMPANY LIMITED (SNEPCO)**

**BETWEEN  
NIGERIAN AGIP EXPLORATION LIMITED ..... APPLICANT/ RESPONDENT**

**AND  
CHAIRMAN, ECONOMIC AND  
FINANCIAL CRIMES COMMISSION ..... RESPONDENT**

**AND  
MALABU OIL AND GAS LTD. .... PARTY INTERESTED/APPLICANT**

**LIST OF AUTHORITIES**

1. ORDER 9(24) ,ORDER 26 OF THE FEDERAL HIGH COURT CIVIL PROCEDURE RULES,
2. SECTION 36(5) of the 1999 CONSTITUTION OF THE FEDERAL REPUBLIC OF NIGERIA AS AMENDED
3. GREEN VS. GREEN (1987) 3NWLR (PT.61) AT 480
4. OGOLO VS. FUBARA (2003) 11 NWLR (PT.831) 231 AT 261
5. OSULA & ORS. VS. COKER & ANOR (1981) 5 SC 197
6. PENOK INVESTMENT LTD VS. HOTEL PRESIDENTIAL (2011) ALL FWLR (PT.571) 1424 AT 458

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