

IN THE FEDERAL HIGH COURT
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO: FHC/L/CS/52/2021

BETWEEN

AITEO EASTERN E & P COMPANY LIMITED }...PLAINTIFF

AND

1. THE SHELL PETROLEUM DEVELOPMENT }
COMPANY OF NIGERIA LIMITED }
2. ROYAL DUTCH SHELL PLC }
3. SHELL WESTERN SUPPLY AND TRADING }...DEFENDANTS
LIMITED }
4. SHELL INTERNATIONAL TRADING AND }
SHIPPING COMPANY LIMITED }
5. SHELL NIGERIA EXPLORATION AND }
PRODUCTION COMPANY LIMITED }

STATEMENT OF CLAIM

Introduction/Parties

1. The Plaintiff is incorporated in Nigeria and engages in the business of oil and gas exploration and production with its office address within jurisdiction at **1, Admiralty Forte, Admiralty Way, Lekki, Lagos.**

2. The 1st Defendant is a company incorporated under the laws of the Federal Republic of Nigeria engaging in the business of exploration and production of crude oil and gas with its registered address at **Freeman House, 21/22/ Marina, Lagos**. The 1st Defendant is also a subsidiary of the 4th Defendant.
3. The 2nd Defendant is the holding company of the 1st Defendant company and in that regard, gives directives and instructions to the 1st Defendant regarding all transactions entered into by the 1st Defendant in Nigeria. The registered address of the 2nd Defendant is at **2596 HR The Hague, Netherlands** outside the jurisdiction of this Honourable Court
4. The 3rd Defendant is a sister company of the 1st Defendant and also a subsidiary of the 2nd Defendant carrying on the business of crude oil off-take and the sale and purchase of petroleum commodities on the global market including Nigeria, with its address at Mahogany Court, Wildey Business Center, St. Michael Barbados, outside the jurisdiction of this Honourable Court.
5. The 4th Defendant is a sister company of the 1st Defendant and subsidiary of the 2nd Defendant carrying on the business of crude oil trade with its address at **80, Strand, London WC2R 0ZA, United Kingdom** outside the jurisdiction of this Honourable Court.
6. The 5th Defendant is a sister company of the 1st – 3rd Defendants and subsidiary of the 2nd Defendant carrying on the business of oil & gas exploration and production with its address at **Freeman House, 21/22/ Marina, Lagos**.

7. The 3rd – 5th Defendants are some of the vehicles through which the 1st Defendant exports crude oil outside Nigeria on the instructions of the 2nd Defendant.
8. The 2nd Defendant is the major beneficiary of the proceeds obtained from the sale of crude oil and other relevant assets by the 1st Defendant and together with the 3rd – 5th Defendants, carry on the sale of the crude oil on behalf of the 1st Defendant in the international market.

CLAIM FOR CRUDE OIL THEFT AGAINST THE DEFENDANTS

Introduction/Transfer of the Defendants' interests in OML 29 and NCTL to the Plaintiff

9. The 1st Defendant (on behalf of the other Defendants) together with Total E & P Nigeria Limited (TNP) and Nigerian Agip Oil Company Limited (AGIP) were the holders of respectively an undivided thirty percent (30%), an undivided ten percent (10%) and an undivided five percent (5%), all totalling forty five (45%) legal and beneficial interest in Oil Mining Lease No. 29 {"OML 29"} granted by the Government of Nigeria.
10. Further to the above, the 1st Defendant, Total and Agip were the holders of respectively an undivided thirty percent (30%), an undivided ten percent (10%) and an undivided five percent (5%), all totalling forty five (45%) legal and beneficial interest in the Nembe Creek Trunk Line {"NCTL"} and all materials, facilities, equipment, machinery and rights of ways in relation to the NCTL.

11. Both the OML 29 and NCTL shall where the context so admits otherwise be interchangeably referred to hereunder as **"the assets"**.
12. At all times material the 1st Defendant (on behalf of the other Defendants), was the operator of the assets by virtue of a Joint Venture agreement in that regard.
13. Sequel to a successful bid by the Plaintiff to acquire the assets, the Plaintiff executed necessary assignment documents with the parties.
14. The sale of the assets by the 1st Defendant was sanctioned and approved by the 2nd Defendant which is the promoter of the 1st Defendant having financed its establishment and incorporation in Nigeria
15. The facts (including the fraud committed by the Defendants) regarding the transfer and assignment of the assets will be narrated at a later part of the pleadings. Suffice it to state that all through the bidding and negotiation process for the purchase and or acquisition of the assets, all the 2nd – 5th Defendants were actively involved and made the Plaintiff understand that final decisions would be communicated by them.

Terminaling Agreement

16. Subsequent to the assignment of the OML29 and the NCTL including the interest and assets therein, by virtue of a Terminaling Agreement dated 1st March, 2015, the 1st Defendant was appointed crude oil handler for the crude oil injected by the Plaintiff into the Bonny Terminal {"**BOT**"}. A copy of the agreement shall be relied upon at trial.

17. Prior to the execution of the Terminaling Agreement, the Plaintiff had several meetings with representatives of the 2nd – 5th Defendants.
18. In the course of the afore-said meetings, assurances were made to the Plaintiff by the 2nd – 5th Defendants that its crude oil volumes would be accurately measured and reported by them through the 1st Defendant.
19. As at the time of executing the Terminaling Agreement, the Plaintiff understood that the 2nd – 5th Defendants would be handling the crude oil of the Plaintiff in conjunction with the 1st Defendant.
20. The understanding of the Plaintiff was, apart from the assurances given to it by the 2nd – 5th Defendants, predicated on the fact that the 3rd – 5th Defendants, particularly the 3rd and 5th Defendants, are the subsidiaries of the 2nd Defendant engaged in the exportation of crude oil on behalf of the 1st Defendant. Furthermore, the BOT is majorly controlled and managed by the 2nd – 5th Defendants.
21. The transactions between the 3rd and the 5th Defendants are contained on <https://panjiva.com/Shell-Nigeria-Exploration/1817212#> (a United States Customs website) which gives information about the trade business between the said companies. A print out of the said webpage shall be relied upon at trial.
22. In November 2020, according to the report contained in <https://panjiva.com/Shell-Nigeria-Exploration/1817212#>, the 5th Defendant supplied over **700,000 barrels of crude oil** to the 3rd Defendant.

23. The Plaintiff further avers that it entered into an off take agreement with the 3rd Defendant in relation to the exploration of crude oil. The Plaintiff shall at the trial of this suit lead evidence to establish its relationship with the 3rd Defendant.
24. Going by the relationship between the Plaintiff and the 3rd Defendant, the 3rd Defendant was to purchase the crude oil of the Plaintiff and sell them for and on behalf of the 1st Defendant at the Bonny Terminal, for the benefit of all the Defendants.
25. During the course of crude handling by the 1st Defendant, the Plaintiff on several occasions sighted officials of the 2nd – 5th Defendants at the BOT in preparation for crude exportation by the said Defendants.
26. Complaints regarding the way and manner in which the Plaintiff's crude oil was handled by the 1st Defendant were usually made to the 2nd – 5th Defendants who in actual fact were in control of the BOT.
27. The Defendants also assured the Plaintiff that the 2nd – 5th Defendants would jointly be responsible for any acts or omissions of the 1st Defendant regarding the crude oil handling; hence the 2nd – 5th Defendants, often time, calculated and computed the Plaintiff's crude oil volumes at the BOT which were forwarded to the Plaintiff.

Methodology for water allocation in Crude Oil

28. Apart from the Plaintiff, the 1st Defendant also handles crude oil for other Local Oil and Gas Companies {"LOCs"} that inject crude oil into the BOT. During crude handling, allocations are made for water and oil theft to be calculated and deducted from the total volume of crude supplied to the injectors by the respective companies. The methodology for the computation of the above allocations are determined and reviewed by the Department of Petroleum Resources {"the DPR"} from time to time in accordance with the Petroleum Act.
29. As at 2016, the approved methodology by the DPR for the determination of the volume of water allocations in crude oil in NCTL was to be conducted with the use of a Leased Automatic Custody Transfer {"LACT"} Unit metering system installed for that purpose. The Plaintiff shall at the trial of this suit lead evidence on this fact.

Use of unapproved Methodology by the 1st Defendant

30. Sometime in the year 2017, the DPR received several complaints from numerous LOCs, including the Plaintiff, regarding the metering system, particularly the Coriolis Flow Meter {"the Coriolis"} deployed by the 1st Defendant for the measurement of water allocations at the BOT contrary to the DPR regulations and guidelines on same.
31. The afore-said complaints culminated into an investigation and inquiry conducted by the DPR to ascertain the veracity or otherwise of the very weighty allegations made against the 1st Defendant by the LOCs.
32. During the investigation, the DPR undertook, with the 1st Defendant, a joint inspection of the BOT including the flow stations of the 1st Defendant in the BOT network.

The DPR's letter dated 21st March, 2017

33. Sequel to the inspection of the BOT, and whilst investigations were still ongoing, by a letter dated 21st March, 2017 with **Ref: DMR/CTO/COA/COM/V2/154**, addressed to the 1st Defendant, the DPR communicated part of its findings to the 1st Defendant. The Plaintiff shall at the trial of the suit rely on a copy of the said letter. By the said letter titled: **RE: CRUDE THEFT/LOSS ALLOCATION METHODOLOGY**, DPR noting that there had been some irregularity in the methodology used by the 1st Defendant for the measurement of loss allocation directed as follows:

SPDC shall replace the interim methodology of 62% to measurement error and 38% to theft with the new approved methodology for both Bonny and Farcods Networks.

The use of Agar Water Cut Meters (WCM) for production allocation and crude theft/loss determination for Nembe Creek Trunk Line (NCTL) injectors shall be suspended pending the outcome of studies on the meter and its subsequent approval by the Director of Petroleum Resources

...

The methodology for determination of crude oil production/injection and crude loss/theft volume for any Crude Oil Transportation and Handling Agreement shall be subjected to review...

Ensure strict compliance to the provisions of the DPR Procedure Guide for the Determination of Quantity and Quality of Petroleum and Petroleum products in Nigeria (DPR PROECDURE GUIDE) for measurement purposes

The DPR's letter dated 9th February, 2018

34. Investigations continued leading to the DPR issuing another letter dated 9th February, 2018, with Ref: DMR/CTO/COA/COM/V.2/102 to the 1st Defendant. By the said letter the DPR stated thus:

RE:CRUDE THEFT/LOSS ALLOCATION METHODOLOGY

In an effort to regularize as well as determine the suitability or otherwise of the 2X12" Coriolis Flow Meter installed by SPDC at the inlet of the NCTL line into Bonny Terminal for Custody Transfer Measurement and Allocation Purposes, the Department has reviewed all the available records within our disposal alongside the additional submission by your representatives which include Datasheet/Specification sheet of the meter.

Findings from the review are highlighted as follows:

- a. The NCTL facility was installed by SPDC as a temporary arrangement pending the completion of the permanent LACT unit.

- b. ...no approval was granted by the Department for its application.
- c. SPDC was made to understand that the existing Regulations/DPR approved guidelines do not have provision for temporary metering arrangement for custody transfer measurement.
- d. Gross volumes obtained from the meter were used by SPDC for Gross Crude Oil Production Allocation to NCTL injectors from June 2016 to June 2017 while the density measured by the meter were used to arrive at the produced water/net production that were allocated to the NCTL injectors between June 2016 and June 2017.

The DPR's directive

35. On the strength of the above indicting findings reached by the DPR against the 1st Defendant, the DPR, in a bid to ensure that no party was short changed, via the letter of 9th February, 2018, resolved and stated as follows:
- 1. Our participation in the calibration and/or testing of the meter was not an approval to use and apply the equipment for intended purpose.

2. ...The water allocation to NCTL injectors, which was based on the density measurements of the meter as described in (c) above are not acceptable to DPR. You will therefore be required to adjust water allocations to the injectors in line with the DPR approved methodologies as contained in our letters Ref: DMR/CTO/COA/COM/V2/045 dated 23rd December, 2015 and Ref: DMR/CTO/COA/COM/V2/154 dated 21st March, 2017.
3. The Gross volume allocations as described in (d) above may be considered by the Department. However, the extent of the consideration is subject to the outcome of a comparison between previous Gross measurements by the meter and that of the permanent LACT after commissioning. This is to enable us further verify the accuracy of the Coriolos meter using the LACT unit in addition to the calibration and proving in (b) above.

Consequently and in addition to the above, a sanction is hereby imposed against your company with penalty of Two Hundred and Fifty Thousand Naira Only (N250,000.00) FOR VIOLATION OF Part 1, Section 2 (d) of the Mineral Oil Safety Regulation and the provisions of Section 51 of the Petroleum Act 1969.

A copy of the letter dated 9th February, 2018 shall be relied upon at trial.

36. The 1st Defendant was by the said letter also directed to ensure the timely completion and commissioning of the LACT unit installed at the inlet of the NCTL line to enable DPR conclude action on the Coriolis meter.

Defendants' fraudulent actions

37. It is averred by the Plaintiff that the use of the unapproved metering by the 1st Defendant was a grand ploy by the 1st Defendant in collusion with the 2nd – 5th Defendants to defraud the Plaintiff and other LOCs. Particulars of which are as follows:

Particulars of fraud

- a. The 1st Defendant was aware that the DPR guidelines do not permit the use of temporary metering arrangements.
- b. The 1st Defendant was aware that DPR never granted an approval for the use of the Coriolis meter by the 1st Defendant as a temporary metering system.
- c. The volumes obtained from the meter were used by the 1st Defendant for Gross Crude Oil Crude Oil Production Allocation to NCTL injectors from June 2016 to June 2017 while the density measured by the meter were used to arrive at the produced water/net production that were allocated to the NCTL injectors between June 2016 and June 2017.

- d. The water allocations calculated by the 1st Defendant with the use of the Coriolis meter was contrary to DPR guidelines to the knowledge of the 1st Defendant.
- e. The 1st Defendant is the crude handler of the Plaintiff at the BOT.
- f. Being the crude handler, the 1st Defendant was in an advantageous position regarding the reports it provides to the Plaintiff on the volume of crude oil received at BOT.
- g. The 1st Defendant deliberately refused to adjust water allocations to the injectors in line with the DPR approved methodologies.
- h. The 1st Defendant, on the instructions of the 2nd – 5th Defendants, continued with the use of the unapproved meter due to the fact that the data and records of crude oil injected with the meter were solely within its control.
- i. The 1st Defendant with the use of the unapproved meter, understated the volume of crude oil due to the Plaintiff and other LOCs.
- j. The Defendants derived immense benefit and profit with the use of the unapproved metering to the detriment of the Plaintiff and the Federal Republic of Nigeria.

- k. The officials and agents of the Defendants were aware of the theft of the fraud but did nothing to prevent or stop it until directives by were issued by DPR.
- l. The Defendants knew that any slight inaccuracy in the calculation of the crude oil injected into the meter could potentially lead to loss of revenue running into millions of dollars likely to be and indeed suffered by the Plaintiff.
- m. The Defendants knew that any slight inaccuracy in the calculation of the crude oil injected into the meter could lead to incorrect calculation on taxes to be paid on a transaction which could attract penalties and or fines from the relevant regulatory agency.
- n. The actions of the 1st Defendant was on the instructions of the 2nd – 5th Defendants.
- o. There was a deliberate corporate policy by the Defendants to defraud the LOCs.
- p. The 1st Defendant has a penchant for short changing LOCs as noted by the DPR via a letter dated 23rd December, 2015.

Defendants' acts of wrongful appropriation

38. It is averred by the Plaintiff that the use of the unapproved metering by the 1st Defendant was a grand ploy by the 1st Defendant in collusion with the 2nd - 5th Defendants to wrongfully appropriate to themselves, the crude oil belonging to the Plaintiff and other LOCs. Particulars of which are as follows:

Particulars of wrongful appropriation

- a. Particulars contained at paragraphs 35 (a - n) are hereby incorporated.
- b. There was a deliberate corporate policy by the Defendants to wrongfully appropriate to themselves the crude oil of the Plaintiff and other LOCs.
- c. The officials and agents of the Defendants were aware of the wrongful appropriation of the Plaintiff's crude oil but did nothing to prevent or stop it until directives by were issued by DPR.
- d. The use of the wrong metering system was to enable the Defendants, appropriate to themselves the crude oil belonging to the Plaintiff.
- e. The only means by which the Defendants could conveniently appropriate the Plaintiff's crude oil illegally was to understate the crude oil volume due to the Plaintiff.

39. It is averred by the Plaintiff that the use of the unapproved metering by the 1st Defendant was a grand ploy by the 1st Defendant in cohort with the 2nd – 5th Defendants to unlawfully convert to themselves, the crude oil belonging to the Plaintiff and other LOCs. Particulars of which are as follows:

Particulars of unlawful conversion

- a. Particulars contained at paragraphs 35 (a - n) are hereby incorporated.
- b. There was a deliberate corporate policy by the Defendants to unlawfully convert the crude oil of the Plaintiff and other LOCs for their benefit.
- c. The officials and agents of the Defendants were aware of the unlawful conversion of the Plaintiff's crude oil but did nothing to prevent or stop it until directives by were issued by DPR.
- d. The understated crude oil volumes were unlawfully converted by the Defendants for their use.
- e. The converted crude oil volumes were retained by the Defendants for their benefit.

1st Defendant's Serial Conducts of Unjust Enrichment

40. The Plaintiff further avers that use of the unapproved metering by the 1st Defendant was done in collusion with the 2nd – 5th Defendants to unjustly enrich themselves to the detriment of the Plaintiff and other LOCs. Particulars of which are as follows:

Particulars of unjust enrichment

- a. There was a deliberate corporate policy by the Defendants to unjustly enrich themselves at the expense of the Plaintiff and other LOCs.
- b. With the use of the wrong metering system, the Defendants understated crude oil volumes due to the Plaintiff.
- c. The understated crude oil volumes were retained by the Defendants at the expense of the Plaintiff.
- d. The Defendants obtained monetary benefit from the retained crude oil volumes to the detriment of the Plaintiff.
- e. The monetary benefit obtained by the Defendants were also retained by the said Defendants.

- f. The Defendants continue to use the understated oil volumes and the proceeds obtained from for their personal use.
- g. The Defendants were unjustly enriched by the use of the unapproved meter and continue to unjustly enrich themselves to the detriment of the Plaintiff.
- h. The actions of the Defendants were without any concern, consideration, and or regard for the detrimental effect same had or would have had on the Plaintiff.

1st Defendant's bad faith and undue advantage

41. It is further averred by the Plaintiff that the use of the unapproved metering by the 1st Defendant, on the instructions of the 2nd – 5th Defendants, was done in **bad faith to obtain an undue advantage** over the Plaintiff. Particulars of which are as follows:

Particulars of bad faith and undue advantage

- a. The use of the Coriolis meter was to deceive the Plaintiff regarding the amount of crude oil volumes due to it
- b. The 1st Defendant knew that the Plaintiff would place heavy reliance on whatever report or information it furnished the Plaintiff with being the crude oil handler.

- c. Hence, the 1st Defendant continued with the use of the unapproved meter due to the fact that the data and records of crude oil injected with the meter were solely within its control.
- d. The 1st Defendant, with the use of the unapproved meter, understated the volume of crude oil due to the Plaintiff and other LOCs for the benefit of the Defendants.
- e. The Defendants derived immense benefit and profit with the use of the unapproved metering to the detriment of the Plaintiff and the Federal Republic of Nigeria.
- f. The intention of the Defendants was to continue benefiting from the understated crude oil volumes to the detriment of the Plaintiff.

Non-suitability of Coriolos meter

42. The 1st Defendant, on the instruction of the 2nd – 5th Defendants, continued with the use of the Coriolos meter notwithstanding the fact that same was unsuitable by reason of the foregoing:
- 1. It has a poor zero stability which affects the flow meter accuracy.
 - 2. It cannot be used to measure fluids with lower density, such as low pressure or low density gas.

3. Slightly higher gas content in the liquid may cause a significant increase in measurement error.
4. It is sensitive to external vibration interference.
5. It cannot be used for larger diameters.
6. The pressure loss is large, especially when measuring a liquid with a high saturated vapor pressure, the pressure loss may cause vaporization of the liquid, and cavitation occurs.

The Plaintiff shall at the trial of this suit rely on expert evidence to demonstrate the above.

1st Defendant's acts calculated to raise tension on National security

43. The repeated acts of the 1st Defendant, which was on the instruction of the 2nd – 5th Defendants, in short changing LOCs have been viewed by DPR as a National Security Concern via DPR letter dated 23rd December, 2015 where DPR, after noting that the 1st Defendant falsely declared **12,709,492 Barrels of Oil** as theft volume, stated thus:

The declaration of oil theft volume based on SPDC methodology is viewed by the Department as a National Security concern as it is capable of misleading Government in monitoring the current effort of combating pipeline vandalism and oil theft in the Country.

A copy of the letter shall be relied upon at trial.

Defendants' penchant for understating crude oil volumes

44. By the letter dated 23rd December, 2015, DPR noted that:

1. The 1st Defendant understated crude oil due to certain LOCs
2. The understated crude oil arose from the use of an unapproved metering system by the 1st Defendant.
3. The 1st Defendant by its actions, grossly short changed third parties.

45. Furthermore, there is currently pending an action in Suit No: FHC/L/CS/336/16; FGN V. Shell Petroleum Development Company of Nigeria Limited v. Shell Western Supply and Trading Limited, where the Federal Government of Nigeria has levelled allegations of understated crude oil volumes against the 1st and 3rd Defendants. A copy of the originating processes filed in that suit shall be relied upon at trial.

46. It has also been alleged in Suit No: FHC/L/CS/336/16 that the acts of the said Defendants in understating crude oil volumes deprived the Federal Government of Nigeria Revenue that would have ordinarily accrued to it.

1st Defendant's letter dated 30th November, 2018 and admission of fraud

47. The 1st Defendant, with the knowledge that the grand design and ploy of the Defendants to defraud the Plaintiff had been uncovered by the DPR, by a letter dated 30th November 2018 with Ref: SPDC-PROD-2018-0756L alleged

that it had complied with the directives of DPR contained in DPR's letter dated 9th February, 2018. A copy of the letter dated 30th November, 2018 shall be relied upon at trial.

48. By the afore-said letter, the 1st Defendant also confirmed and admitted that:

...as requested, we have carried out the adjustments of water allocation and corresponding allocated Net Oil volume for June 2016 to July 2018 using the Coriolos meter as gross meter and the water allocation adjusted using the Bony Terminal fiscalised water. Find also attached (attachment 2) the initial allocated volume, the final allocated volume and the volume adjustment as it impacts all the BOT injectors (via NCTL, ECTL and TNP) for your approval.

49. By a report attached to the aforesaid letter, the 1st Defendant expressly admitted the fraud, wrongful appropriation and conversion committed on the Plaintiff and the theft and larceny of the Plaintiff's 732,262 barrels of Crude Oil. The Plaintiff shall at the trial of this suit found on a copy of the said report marked as attachment 2 to the letter dated 30th November, 2018.

DPR's letter dated 8th July, 2020

50. Upon receipt of the afore-said report, the DPR, via a letter dated 8th July, 2020 with Ref: DMR/CTO/COA/COM/V.3B/16 rejected the contents of the said report stating that:

Our earlier rejection of water allocation with the Coriolos Meter as communicated in the referenced letter stands, therefore SPDC shall implement the refund...in favor of Aiteo JV; 1,022,029 barrels.

A copy of the letter dated 8th July, 2020 shall be relied upon at trial.

51. The DPR by the said letter of 8th day of July, 2020 also directed the 1st Defendant to refund to the Plaintiff **102,203 barrels** monthly for a period of ten (10) months beginning from September, 2020 to June, 2021.

1st Defendant's refusal to comply with the DPR's directive

52. Notwithstanding the express directive of the DPR as afore-stated, the 1st Defendant on the instruction of the 2nd - 5th Defendant has refused and or neglected to refund to the Plaintiff the said volume of crude oil as it continues to unjustly benefit from its grand design to defraud the Plaintiff and other LOCs. Particulars of which are:

Particulars of fraud

- a. The volume of crude oil refundable to the Plaintiff as computed by the 1st Defendant is understated and calculated to defraud the Plaintiff.
- b. The Defendants continue to derive benefits and profits from being in continued possession of the Plaintiff's refundable barrels of crude oil to the detriment of the Plaintiff.

- c. The actions of the Defendants are deliberate and intentional.
 - d. The Defendants continue to trade with and derive benefit from the income obtained from the sale of the Plaintiff's crude oil.
 - e. The deprivation of the Plaintiff of its refundable crude has affected its business negatively.
 - f. The deliberate use of the unapproved methodology was accentuated by the desire of the 1st Defendant in cohort with the 2nd - 5th Defendants to maximise profits and income to the detriment of the Plaintiff and or the Federal Republic of Nigeria.
 - g. The 1st Defendant has a penchant for understating crude oil volumes and obtaining benefit therefrom
53. Furthermore, the 1st Defendant, on the instruction of the 2nd - 5th Defendants, continues to wrongfully appropriate to itself the barrels of crude oil due to the Plaintiff which it unlawfully converted for the use and benefit of the Defendants. Particulars of which are:

Particulars of wrongful appropriation and conversion

- a. Particulars a - f of paragraph 50 are hereby incorporated.

- b. The volume of crude oil refundable to the Plaintiff as computed by the 1st Defendant is understated with the intent of wrongfully appropriating the actual amount due.
 - c. The 1st Defendant, on the instruction of the 2nd – 5th Defendants, continues to wrongfully appropriate and deny the Plaintiff the crude oil refundable and due to it.
 - d. The Defendants have appropriated the crude oil volumes due to the Plaintiff for their own personal use.
 - e. The deprivation of the Plaintiff of its refundable crude has affected its business negatively.
 - f. The 1st Defendant has a penchant for unlawfully appropriating crude oil volumes and deliberately short changing LOCs.
54. The refusal of the 1st Defendant to comply with the directive of DPR is also a part of the systematic and deliberate ploy of the Defendants to continue to unjustly enrich themselves; particulars of which are:

Particulars of unjust enrichment

- a. The Defendants have deliberately retained the crude oil volumes due to the Plaintiff.

- b. The Defendants continue to derive benefits and profit from being in possession of the Plaintiff's refundable barrels of crude oil.
 - c. The Defendants continue to trade with and derive benefit from the income obtained from the sale of the Plaintiff's crude oil.
 - d. The deprivation of the Plaintiff of its refundable crude has affected its business negatively.
 - e. The Defendants have appropriated and continue to appropriate the Plaintiff's crude oil volumes to their benefit.
 - f. The Defendants have benefited from the crude oil volumes which belong to the Plaintiff.
 - g. The Defendants continue to be unjustly enriched by trading with the Plaintiff's refundable crude oil in their possession.
55. The refusal of the 1st Defendant to comply with the DPR's directive, on the instruction of the 2nd - 5th Defendants, is in bad faith. Particulars of which are:

Particulars of bad faith

- a. Particulars (a - f) of paragraph 52 are hereby incorporated.

- b. The Defendants have deliberately held on to the crude oil volumes due to the Plaintiff to deny the Plaintiff the benefit it would have otherwise obtained from same.
- c. The deprivation of the Plaintiff of its refundable crude has affected its business negatively.
- d. The 1st Defendant has a penchant for deliberately short changing LOCs as noted by DPR via a letter dated 23rd December, 2015.

Exportation of crude oil

- 56. As pleaded earlier, the 3rd – 5th Defendants are some of the vehicles through which the 1st Defendant exports crude oil outside Nigeria on the instructions of the 4th Defendant.
- 57. The Plaintiff avers that rather than disclose the proper volume of crude oil due to the Plaintiff, the 1st Defendant understated same for the purpose of transferring the understated volume to the 3rd – 5th Defendants for exportation.
- 58. The Defendants, upon exportation of the volume of crude oil due to the Plaintiff, sell same in the international market and retain the proceeds of sale.
- 59. The Plaintiff shall therefore contend at trial that the Defendants ought to render accounts for the proceeds and profits realised from the sale of the Plaintiff's crude oil.

60. The Plaintiff avers that upon receipt of the DPR's report attached to the letter dated 8th July, 2020, it conducted its investigation with the use of metering measurements experts.
61. From the investigation conducted by the Plaintiff's experts, the Plaintiff, contrary to the findings made by the DPR, is entitled to **16,050,000 barrels** of crude oil, refundable to it by the Defendants notwithstanding the measurements and comparisons carried out by the DPR regarding the volume of crude oil refundable to it by the 1st Defendant. The Plaintiff shall at the trial of this suit lead evidence in support of this fact.
62. The investigations conducted revealed amongst other things that the calibration of the 1st Defendant's metering system was flawed and fraught with manipulations. Hence the findings of the DPR could not have been accurate.
63. The Plaintiff shall therefore contend at the trial of the suit that it is entitled to a refund of **16,050,000 barrels** of crude oil from the Defendants and shall urge the Court to appoint an independent expert to conduct an investigation into the possible fraudulent manipulation of the Coriolos Meter by the 1st Defendant to the detriment of the Plaintiff.
64. Alternatively, the Plaintiff avers that it is entitled to the sum **\$1,275,975,000 (One Billion Two Hundred and Seventy Five Million nine Hundred and Seventy Five Thousand United States Dollars)** being the amount it would have sold **16,050,000 barrels** of crude oil at the rate of \$79.50 per barrel being the going rate of a barrel of Crude Oil as at July, 2018. The Plaintiff shall at the trial of this suit lead evidence in support of the price of crude oil as at July, 2018.

65. In the alternative to the Plaintiff's claim of **16,050,000 barrels** of crude oil from the 1st Defendant, the Plaintiff avers that on the strength of DPR's findings as contained in the letter of 8th July, 2020, it is entitled to a refund of a total of **1,022,029** barrels of crude oil from the Defendants.
66. Alternatively to the above, the Plaintiff avers that it is entitled to the sum of **\$81,251,305.5 (Eighty One Million Two Hundred and Fifty One United Thousand Three Hundred and Five States Dollars and Five Cents)** being the amount it would have sold **1,022,029** barrels of crude oil at the rate of \$79.50 per barrel being the price of a barrel of Crude Oil in July, 2018. The Plaintiff shall at the trial of this suit lead evidence in support of the price of crude oil as at July, 2018.
67. In the further alternative to the Plaintiff's claim of **16,050,000 barrels** and **1,022,029** of crude oil from the 1st Defendant, the Plaintiff shall contend at trial that it is entitled to a refund of a total of **732,262** barrels of crude oil from the Defendants as admitted via the 1st Defendant's letter of 30th November, 2018.
68. Alternatively to the above, the Plaintiff avers that it is entitled to the sum of **\$51,214,829 (Fifty One Million Two Hundred and Fourteen Thousand Eight Hundred and Twenty Nine United States Dollars)** being the amount it would have sold **732,262** barrels of crude oil at the rate of \$79.50 per barrel being the price of a barrel of Crude Oil in July, 2018. The Plaintiff shall at the trial of this suit lead evidence in support of the price of crude oil as at July, 2018.
69. The Plaintiff avers that the actions of the Defendants occasioned serious and devastating commercial loss on the Plaintiff which has had the effect of stultifying the Plaintiff's businesses.

70. The Plaintiff avers that it is also entitled to damages for being put out of use of the said funds which it would have otherwise invested in diverse businesses including renewable energy and yielded it income and profits

CLAIM FOR FRADULENT MISREPRESENTATIONS AGAINST ALL THE DEFENDANTS

71. Prior to the assignment of the OML 29 and NCTL assets (pleaded above), the Defendants, TNP and Agip, invited bids from interested entities for the acquisition of their joint forty five (45%) participating interest in both the OML 29 and NCTL, amongst other OMLs and other assets belonging to them, consequent upon their desire to divest its global assets and cut cost following its review of their businesses in Nigeria.
72. One of the entities that reacted to the aforesaid invitation for bids is the Plaintiff, which, at that time, had a strategy to position itself for greater participation in the Nigerian Oil and Gas Exploration Industry.

Meetings between the Plaintiff and Defendants

73. All through the transaction, the Plaintiff was made to understand that it was dealing with the Defendants as being the same entity.
74. Several meetings were held between the Plaintiff and the 1st Defendant with representatives of the 2nd – 5th Defendants in attendance giving instructions to the officials of the 1st Defendant and taking key decisions regarding the sale of the assets.

75. Often time, during the period of negotiations, the Plaintiff made direct contact with the 2nd - 5th Defendants and received communication from the said Defendants in that regard.
76. Communication and correspondences were exchanged between the Plaintiff and representatives of the 2nd - 5th Defendants who were part of the deal team supervising the transaction. Evidence of the communication between the Plaintiff and the representatives of the said Defendants shall be relied upon at trial.
77. The Plaintiff held several meetings with the following individuals regarding the viability of the assets and possible financing of same by the 4th and 5th Defendants:
 1. Paulo Thomaz- General Manager Trading (Africa) in the 4th Defendant.
 2. Ajay Oommen- General Manager Crude Trading in the 3rd Defendant.
 3. Michael Wort - Global Head of Commodity Finance in the 4th Defendant.
 4. Oliver Fleurentin- Commercial Manager in the 4th Defendant

78. Apart from the afore-said representatives of the 2nd – 5th Defendants, the Plaintiff attended meetings in the United Kingdom with principal officers of the 4th Defendant – 6th Defendants including one Paul Eckford and Martin Foley.
79. At all the afore-said meetings, the Plaintiff was made to believe that the ultimate decisions regarding the acquisition was to be made by the 2nd – 5th Defendants, particularly the 2nd Defendant.
80. In view of the fore-going, it was apparent that that the 1st Defendant received directions and instructions from the 2nd – 5th Defendants.

The Information Memorandum

81. The information regarding the OML 29 and NCTL, including legal, commercial, technical and governance matters was spelt out in the **Information Memorandum on the proposed assignment of a Participating Interest in whole or in part of OML18, OML24, OML25 and OML 29 Nigeria** {hereinafter referred to as “the IM”} and made available to the interested bidders including the Plaintiff. The Plaintiff shall at the trial of this suit found upon the said IM.
82. The IM was a document prepared by the Defendants in view of the fact that the 1st Defendant was the operator of the assets and was by that operatorship aware of the state and status of the assets.
83. Aside of the IM, the 1st Defendant, to the knowledge of the other Defendants, also furnished the prospective bidders, including the Plaintiff, with print and electronic data room information and other bid and transaction documents in relation to the OML 29 and NCTL.

84. All the above documents, including the IM, provided useful information and guides to the Plaintiff and other bidders regarding the nature, location, operatorship and infrastructure in the asset relevant in the formation of opinion of the economic viability or otherwise of the assets by the bidders, including the Plaintiff.
85. The Plaintiff shall contend at the trial of this suit that the information contained in the IM and other print and electronic data room information and bid and transaction documents in relation to the OML 29 and NCTL constitute material representations intended to induce the bidders, including the Plaintiff into tendering bids for the acquisition of the assets.
86. Relying and acting upon the aforesaid representations, the Plaintiff put forward a bid price which was eventually negotiated to **\$2,350,000,000.00 (Two Billion Three Hundred and Fifty Million United States Dollars)** with the NCTL costing **\$799,000,000.00 (Seven Hundred and Ninety Nine Million United States Dollars)**, and accepted for the acquisition of the OML 29 and NCTL.

Representations by the Defendants

Representations regarding the condition of the pipeline infrastructure in NCTL

87. In the IM prepared by the 1st Defendant being the operator of the asset, the Defendants represented at paragraph 3.2 (Oil Infrastructure) particularly at page 49 that:

NCTL: The Nembe Creek Trunkline carries sweet crude oil liquids, with entrained water and solids, to the Joint Venture owned BCOT facility located near the mouth of

Bonny River, where dehydration takes place. The NCTL is included in the interests for proposed assignment under this Memorandum as it is the primary evacuation solution for the production from the OMLs. The proposed post assignment ownership and access structures are still to be determined.

The pipeline was originally built around 1980 but a replacement 97km pipeline was completed and commissioned in 2010. Starting from OML29, crude moves East through OML25 to San Barth, then through OML24 and OML18 to the Bonny Terminal. The newly replaced pipeline has a 600mbpd capacity and design pressure of 99 Barg (MAOP is Barg). The project was initiated to improve/modernise and restore technical integrity of NCTL for the next 25 years of operation: with external corrosion protection provided by a combination of anti-corrosion, coating and cathodic protection"

(Underlining is supplied for emphasis).

88. Apart from the above, the Defendants in the IM also represented:

At paragraph 1.2 titled - "The Opportunity" - that:

"The Opportunity described in this Memorandum consists of Oil Mining Leases ("OMLs") 18, 24, 25 and 29...

Key features of the Opportunity (all figures 100% Joint Venture numbers) are:

...

Extensive and growing gas oil infrastructure connecting the exploration prospects in opportunity...

Extensive Infrastructure with ample capacity to secure oil and gas markets"...

At paragraph 1.4, headed - "Associated Infrastructure" - that:

"The associated infrastructure includes

- All wells, in-field flow lines, flow and gathering stations in the Opportunity

...

- Intra-field oil export systems to the Joint Venture's Bonny Terminal (Including the NCTL...)

- Field Logistics Bases

Representations regarding the removal of Crude Oil theft points in NCTL

89. In the IM, the Defendants represented at page 50 that:

In April 2013, the decision was made to shut - in the entire NCTL while an extensive crude theft point removal programme was executed. After the removal of all known and discovered crude theft points (over 50), the section downstream from San Barth to Bonny was reopened in August 2013, allowing OML 24 and OML 18

to start producing again. The upstream section of the NCTL (From Nembe Creek to San Barth) is currently being cleared of crude theft points and is expected to be re-opened in October.

(Underlining is supplied for emphasis).

90. The NCTL is a 97 kilometres, 150,000 barrels of oil per day pipeline constructed by the 4th Defendant and situated in the Niger Delta Region of Nigeria. The Trunkline is one of Nigeria's major oil transportation artery that evacuates crude from the Niger Delta to the Atlantic Coast for export. The Trunkline is a major infrastructure which ought to carry crude oil to the mouth of the Bonny River where dehydration takes place.
91. The representations stated and contained in the IM are of fundamental nature that go the very basis of the agreement relating to the acquisition of the assets particularly the NCTL by the Plaintiff.
92. The fundamental nature of the representations contained in the IM is demonstrated by the fact that it was provided by the Defendants to enable prospective bidders, including the Plaintiff, have sufficient information regarding the assets which information in turn would guide the bid decision including the bid value.
93. The Plaintiff avers that by the above statements the Defendants expressly and/or impliedly represented to the Plaintiff and other potential bidders that adequate and functional pipeline infrastructure devoid of any integrity issue was in place at the NCTL and the crude theft points on the Trunkline had been removed, thus asserting, further, the integrity and economic viability of the Trunkline.

94. Apart from the representations in the IM, the Defendants, at all times during the period of negotiations, gave a number of management presentations wherein the representations in the IM were reiterated. The Plaintiff shall at the trial of this suit lead evidence in proof of this fact.
95. The management presentations were organised by the Defendants against the backdrop of the fact that the 1st Defendant was the operator of the asset and in that regard had an in depth knowledge about the conditions of the assets.
96. The Plaintiff bided for the acquisition of the assets, particularly the NCTL, and paid the agreed consideration sum of **\$2,350,000,000.00 (Two Billion Three Hundred and Fifty Million United States Dollars)** relying heavily on the representations in the IM, particularly as they concern the functionality and integrity of the pipeline infrastructure at NCTL and the expectation that crude theft points had been closed/removed.
97. Though it was stated in the IM that potential bidders could conduct their independent due diligence and or inquiry regardless of the representations contained in the said IM, during the period of the Plaintiff's due diligence, the Plaintiff was denied access by the Defendants to the assets, particularly the NCTL, to conduct a physical and onsite inspection under the guise that the Plaintiff, not being an operator of the asset could not be permitted or granted access.
98. The Plaintiff was therefore left with no other option but to place heavy reliance on the representations made available to it by the Defendants at several meetings/presentations and as also contained in the IM.

99. Hence, it was on the basis of the representations by the Defendants that the Plaintiff, through the support of its Bankers and financiers, made the payment of **\$2,350,000,000.00 (Two Billion Three Hundred and Fifty Million United States Dollars)** consequent upon which parties entered into and executed two (2) Deeds of Assignment in respect of the Plaintiff's acquisition of the OML 29 and NCTL respectively. The Plaintiff shall at the trial of this suit found upon copies of the said Deeds of Assignment.
100. The Plaintiff further states that it obtained a loan from a syndicate of other local and foreign Banks in the sum of **\$1,488,000,000.00 (One Billion Four Hundred and Eighty Eight Million Dollars)** towards the acquisition of the assets.

Transition Operation Agreement (TOA)

101. The Plaintiff avers that owing to the fact that it was a new entrant in the exploration and production industry, the Plaintiff at the instance of its financiers entered into a Transition Operation Agreement (TOA) with the 1st Defendant pursuant to which the 1st Defendant operated the assets for a 6-month period between 1st of March, 2015 and 31st of August, 2015. The Plaintiff shall at the trial of this suit rely on the Transition Operation Agreement.
102. The Plaintiff avers that there were representations by the Defendants to the effect that production output of the asset was in the tune of Forty Thousand (40,000) barrels per day.

103. As at the time of operating the assets, the Defendants failed to correct the representations made to the Plaintiff regarding the condition of the NCTL which was a further representation that the assets in the NCTL were as represented by the Defendants.
104. Subsequent to the expiration of the afore-said agreement, the Plaintiff took over the operation and management of the asset in September, 2015.

Plaintiff's takeover of the assets

105. Sequel to taking over the full operation and management of the NCTL in September, 2015, the Plaintiff, sometime in 2016, observed that production had decreased to Twenty Three Thousand (23,000) barrels per day creating a shortfall of Seventeen thousand (17,000) barrels per day. It thus became apparent to the Plaintiff that there was a shortfall in the volume of crude oil which it expected to be delivered to the Bonny Terminal with the use of the NCTL pipelines.
106. The above observations, coupled with the several reports of the investigations of the DPR between 2016 - 2018 conducted on the crude handling activities of the 1st Defendant which unravelled the fraud policy of the Defendants in that regard (as pleaded above), triggered the Plaintiff into conducting an extensive audit and integrity test on the pipeline infrastructure within the acquired NCTL to determine the true condition of the said pipelines.

107. To the surprise and chagrin of the Plaintiff, its audit and integrity exercise revealed that the pipelines within the NCTL were in a very terrible condition and there had been constant theft of crude oil within the NCTL contrary to the representations made by the Defendants as aforesaid. Prior to the Plaintiff's takeover in September, 2015 the NCTL to the knowledge of the Defendants was subject of massive crude oil theft.
108. Further to the above, it became apparent to the Plaintiff that the representations made by the Defendants as aforesaid were discovered to have been falsely and fraudulently made with the intention of depriving the Plaintiff the full benefit of the assets.

PARTICULARS OF FRAUDULENT MISREPRESENTATION

(1) on the integrity and condition of the pipelines

- a. Contrary to the information contained at paragraph 3.2 of the IM particularly at page 49, the pipelines had extreme and deep-seated integrity issues.
- b. The pipelines were also subject to several leakages and corrosion as a result of the substantial degradation arising from the age and maintenance of the pipelines prior to takeover by the Plaintiff. Leakages occurred at the following points including:

- i. Elem-Kalabari.
 - ii. Awoba Manifold
 - iii. Bille-Krakrama
 - iv. San Barth
 - v. Owangai
 - vi. Iniekakiri
- c. Apart from the magnitude of leakages and corrosion, the Plaintiff also discovered, after takeover, that the NCTL was liable to sporadic and uninstigated bubbles that surfaced indiscriminately at various points along the 97km NCTL Right of Way.
- d. As at the time of furnishing the Plaintiff with the information in the IM, the Defendants knew that the representations made regarding the NCTL were false, to the knowledge of the Defendants.
- e. Alternatively to the above, the Defendants made the representations recklessly without believing the truth of same.
- f. The representations made were to induce the Plaintiff into purchasing the NCTL.
- g. It was on the basis of the representations by the s that the Plaintiff, through the support of its Bankers and financiers, made the payment of \$799,000,000.00 (Seven Hundred and Ninety Nine Million United States Dollars) to the Defendants.

- h. The representations were made with the intent of receiving the afore-said sum from the Plaintiff to the detriment of the Plaintiff.
- i. The representations were made with the knowledge that the Plaintiff was not in a position to confirm the veracity or otherwise of same as it could only have access to the asset after the transition period in September 2015.
- j. The Plaintiff was diligent enough and no further diligence would have revealed the fraudulent misrepresentations.
- k. The IM was made available to only prospective buyers of the assets and not the public at large, to induce them in making bids and eventually purchasing the assets; hence same was marked "confidential"

(2) on the closure of crude oil theft points

- a. Contrary to the information contained at paragraph 3.2 of the IM particularly at page 50, the crude oil theft points had not been removed.
- b. The Plaintiff observed massive crude oil theft points which had not been removed/closed by the Defendants contrary to their representations.

- c. As at the time of furnishing the Plaintiff with the information in the IM, the Defendants knew that that the representations made regarding the NCTL were false.
- d. Alternatively to the above, the Defendants made the representations recklessly without believing the truth of same.
- e. The Plaintiff was diligent enough and no further diligence would have revealed the fraudulent misrepresentations regarding the removal of the crude oil theft points.
- f. The representations made were to induce the Plaintiff into purchasing the Asset.
- g. It was on the basis of the representations by the Defendants that the Plaintiff, through the support of its Bankers and financiers, made the payment of \$799,000,000.00 (Seven Hundred and Ninety Nine Million United States Dollars) to the Defendants.
- h. The representations were made with the intent of receiving the afore-said sum from the Plaintiff to the detriment of the Plaintiff.

- i. The representations were made with the knowledge that the Plaintiff was not in a position to confirm the veracity or otherwise of same as it could only have access to the asset after the transition period of September, 2015.

(3) The age of the Asset.

- a. The Defendants represented to the Plaintiff in clause 3.2 of the IM that the asset had been reconstructed in 2010 when in actual fact the asset was constructed thirty-five (35) years earlier.
- b. As at the time of making this representation to the Plaintiff, the Defendants were aware that the NCTL pipeline asset was never reconstructed in 2010.
- c. Alternatively to the above, the Defendants made the representations recklessly without believing the truth of same.
- d. The representations made were to induce the Plaintiff into purchasing the Asset.
- e. It was on the basis of the representations by the Defendants that the Plaintiff, through the support of its Bankers and financiers, made the payment of \$799,000,000.00 (Seven Hundred and Ninety Nine Million United States Dollars) to the Defendants.

- f. The representations were made with the intent of receiving the afore-said sum from the Plaintiff to the detriment of the Plaintiff.
 - g. The representations were made with the knowledge that the Plaintiff was not in a position to confirm the veracity or otherwise of same as it could only have access to the asset after the transition period of September, 2015.
 - h. The Plaintiff was diligent enough and no further diligence would have revealed the fraudulent misrepresentations.
 - i. The Defendants made the representations with the intention to derive maximum profit and benefit from the sale of the NCTL without having consideration whatsoever to the detrimental effect same would have on the Plaintiff and the FGN.
109. In the alternative to the above, the Plaintiff avers that, it became apparent that the representations made by the Defendants as aforesaid were discovered to have been made without any attempt by the said Defendants to confirm the veracity of the statements which wrongfully represented the state of the assets.

PARTICULARS OF WRONGFUL MISREPRESENTATION

(1) on the integrity and condition of the pipelines

- a. Particulars 1 (a - e) of paragraph 106 are hereby incorporated.
- b. The representations made were to induce the Plaintiff into purchasing the NCTL.
- c. The representations were made without any attempt by the Defendants to confirm the truth of same.
- d. It was on the basis of the representations by the Defendants that the Plaintiff, through the support of its Bankers and financiers, made the payment of \$799,000,000.00 (Seven Hundred and Ninety Nine Million United States Dollars) to the Defendants.
- e. The representations were made with the intent of receiving the afore-said sum from the Plaintiff to the detriment of the Plaintiff.
- f. At the time of making the representations, the Defendants were aware that the Plaintiff would place reliance on the representations as it could not have immediate access to the assets.

- g. The Plaintiff was diligent enough and no further diligence would have revealed the wrongful misrepresentations.

(2) on the closure of crude oil theft points

- a. Particulars 2 (a - c) of paragraph 106 are hereby incorporated.
- b. The representations were made without any attempt by the Defendants to confirm the truth of same.
- c. The representations made were to induce the Plaintiff into purchasing the Assets.
- d. It was on the basis of the representations by the Defendants that the Plaintiff, through the support of its Bankers and financiers, made the payment of \$799,000,000.00 (Seven Hundred and Ninety Nine Million United States Dollars) to the Defendants.
- e. The representations were made with the intent of receiving the afore-said sum from the Plaintiff.
- f. The Plaintiff was diligent enough and no further diligence would have revealed the wrongful misrepresentations.

- g. The representations were made with the knowledge that the Plaintiff was not in a position to confirm the veracity or otherwise of same as it could only have access to the after the transition period in September, 2015.
- h. The IM was made available to only prospective buyers of the assets and not the public at large, to induce them in making bids and eventually purchasing the assets; hence same was marked "confidential"

(3) The age of the Asset.

- a. Particulars 3 (a, d - h) of paragraph 106 are hereby incorporated.
- b. The representations made by the Defendants were made without confirming the truth of same.
- c. The representations made were to induce the Plaintiff into purchasing the Asset.
- d. The Plaintiff was diligent enough and no further diligence would have revealed the wrongful misrepresentations.

- e. The Defendants made the representations with the intention to derive maximum profit and benefit from the sale of the NCTL without having consideration whatsoever to the detrimental effect same would have on the Plaintiff and the FGN.

110. The afore-said fraudulent and/or wrongful misrepresentations were made in bad faith with the intention of inducing the Plaintiff into purchasing the NCTL. Particulars of which are:

Particulars of Bad Faith

- (1) on the integrity and condition of the pipelines
 - a. Particulars 1 (a - d) of paragraph 106 are hereby incorporated.
 - b. As at the time of furnishing the Plaintiff with the information in the IM, the Defendants knew that the representations made regarding the NCTL were false and or wrong.
 - c. The representations made were to induce the Plaintiff into purchasing the NCTL.
 - d. The representations were lacking in bonafide and deliberately calculated to mislead the Plaintiff.

(2) on the closure of crude oil theft points

- a. Particulars of 2 (a - e) of Paragraph 106 are hereby incorporated.
- b. As at the time of furnishing the Plaintiff with the information in the IM regarding the removal of the crude oil theft points, the Defendants knew that the representations made were false and or wrong.
- c. The representations made were to induce the Plaintiff into purchasing the NCTL.
- d. The representations were lacking in bonafide and deliberately calculated to mislead the Plaintiff into purchasing the assets.

(3) On the age of the Asset.

- a. Particulars of 3 (a - f) of Paragraph 106 are hereby incorporated.
- b. As at the time of furnishing the Plaintiff with the information in the IM regarding the reconstruction of the assets, the Defendants knew that the representations made were false and or wrong.
- c. The representations made were to induce the Plaintiff into purchasing the NCTL.

- d. The representations were lacking in bonafide and deliberately calculated to mislead the Plaintiff into purchasing the assets.
 - e. The Defendants made the representations with the intention to derive maximum profit and benefit from the sale of the NCTL without having consideration whatsoever to the detrimental effect same would have on the Plaintiff and the FGN.
111. The post completion discovery of the deplorable and degraded condition of the pipeline infrastructure meant that, the Plaintiff purchased an asset which it would have purchased at a far lesser value had true representations of the NCTL been made to it by the Defendants.
112. The Plaintiff was compelled to carry out repairs on the pipelines in NCTL as a result of the leakages, damage and corrosion identified after the audit and integrity test.
113. The Plaintiff avers that as a result of the fraudulent and or wrongful misrepresentation of the Defendants, it (the Plaintiff) had to further invest the sum of **\$933,000,000 (Nine Hundred and Thirty Three Million Dollars)** in the assets to replace some of the dilapidated equipment like well-heads, generators and pumps as well as replacing the flow lines while making it impossible for the Plaintiff to pay dividends or make any distributions to its shareholders. The plaintiff shall at the trial of this suit lead evidence to show and establish the expended sum of **\$933,000,000 (Nine Hundred and Thirty Three Million Dollars)** towards the replacement of some of the dilapidated equipment like well-heads, generators and pumps as well as replacing the flow lines.

Effect of the Defendants' actions on the credit facility obtained by the Plaintiff

114. The Plaintiff obtained a facility in the sum of **USD\$1,488,000,000.00** at commercial rates from a syndicate of local and foreign lenders to fund the acquisition of the assets. A copy of the facility agreement shall be relied upon at trial.
115. The Plaintiff avers that as a result of the fraudulent and or wrongful of the Defendants it became practically impossible for the Plaintiff to meet its repayment obligations to its financiers who jointly provided the approximate sum of **USD\$1,488,000,000.00** to the Plaintiff towards the acquisition of the assets. This is because the facilities granted to the Plaintiff by its financiers were reserve based lending. The risk profile of the financing revolves around ensuring that production was increased in order to meet both the debt servicing and operational costs of the Plaintiff.
116. The Plaintiff further states that the fraudulent and or wrongful by the Defendants impacted negatively on both the production level and the revenue available to the Plaintiff for debt servicing and operation.
117. The persisting oil theft along the NCTL right of way (notwithstanding the representations by the Defendants that the crude theft points had been removed) culminated in significant production shortfall which by extension severely impacted the cash flow and ability of the Plaintiff to fully service the loan granted to the Plaintiff by its financiers.

118. Furthermore the constant theft and larceny of the Plaintiff's crude by the 1st Defendant and the intentional act of the 1st Defendant to understate and deprive the Plaintiff of its crude oil as observed by DPR negatively impacted on the Plaintiff's ability to properly service the loan and the interests accrued thereon.
119. Security challenges characterized by intermittent transmission losses arising from leakages and crude oil theft along the NCTL has been the bane of the loan repayment process of the Plaintiff to its financiers. As a result of the crude oil theft along the NCTL way contrary to the representation of the Defendants in clause 3.2 of the IM to the effect that:

In April 2013, the decision was made to shut - in the entire NCTL while an extensive crude theft point removal programme was executed. After the removal of all known and discovered crude theft points (over 50), the section downstream from San Barth to Bonny was reopened in August 2013, allowing OML 24 and OML 18 to start producing again. The upstream section of the NCTL (From Nembe Creek to San Barth) is currently being cleared of crude theft points and is expected to be re-opened in October.

120. The Plaintiff had to adopt a new security strategy to combat, eradicate and eliminate crude oil theft along the NCTL way by engaging the services of Ocean Marine Solutions for the sum of \$10,000,000.00 (Ten Million Dollars) monthly from 2016 to 2018. The Plaintiff shall at the trial of this suit lead evidence to show the monthly payment to Ocean Marine Solutions in the sum of \$10,000,000.00 (Ten Million Dollars).

121. The payment of **\$10,000,000.00 (Ten Million Dollars)** to Ocean Marine Services monthly towards the security of the infrastructure became critical to the Plaintiff's production and operation thereby escalating the operating cost of the Plaintiff.
122. The Plaintiff states that the payment of **\$10,000,000.00 (Ten Million Dollars)** to Ocean Marine Services ranked in priority over the servicing of the loan on a monthly basis. Had there been no crude oil theft on the NCTL right of way, the **\$10,000,000.00 (Ten Million Dollars)** expended by the Plaintiff to provide security through Ocean Marine Services would have been utilized by the Plaintiff towards the liquidation of the outstanding sums to the Plaintiff's financiers.
123. Furthermore the fraudulent and or wrongful misrepresentation by the Defendants led to the mismatch between the production output and the Plaintiff's projected revenue which revenue would have been utilized by the Plaintiff towards the liquidation of its outstanding indebtedness to its financiers.
124. The Plaintiff further avers that because the OML with its attendant production and evacuation infrastructure was over thirty-five (35) years (even though the Defendants fraudulently and or wrongfully misrepresented to the Plaintiff that it was reconstructed in 2010), the crude oil output contained a significantly higher level of water than desirable thereby creating a shortfall in the volume of the actual crude that arrived at the Bonny Terminal. This again affected the Plaintiff's projected revenue.

125. All the afore-said instances culminated into a purported debit balance of the Plaintiff with its financiers which is currently being challenged in **Suit No: FHC/ABJ/CS/1310/2019**. A certified true copy of the originating processes filed in the suit shall be relied upon at trial.

126. The Plaintiff shall contend at the trial of this suit that, by reason of the Defendants' fraudulent and or wrongful misrepresentation as aforesaid:

a. The purported inability of the Plaintiff to fully repay its alleged indebtedness in **Suit No: FHC/ABJ/CS/1310/2019** is directly attributable to the actions of the Defendants.

b. The Transferred Interests were worth much less than they would have been had the misrepresentations been true such that the Plaintiff would have not purchased the asset and or would have paid significantly less had it known the true position; and

c. The Plaintiff incurred costs, including financing costs, in having to maintain, repair and rebuild the pipeline infrastructure in the NCTL.

127. The Plaintiff shall contend at the trial of this suit that it is entitled to a refund of the sum of \$799,000,000.00 (**Seven Hundred and Ninety Nine Million United States Dollars**) being the amount it paid to the Defendants for the adequacy of functional pipeline infrastructure in NCTL. Evidence of this payments shall be led at trial.

128. The Plaintiff further states that between November 2015 and September 2019 the Plaintiff suffered damages in the total loss of \$389,631,877.76 (**Three Hundred and Eighty Nine Million Six Hundred and Thirty One Thousand Eight Hundred and Seventy Seven Dollars Seventy Six Cents**) due to the leakages arising and attributable to the NCTL. Below is a table demonstrating these losses:

Colum	Colum	Colum	Colum n4	Colum n5	Colum	Colum n7	Colum n8	Colum n9	Colum	Colum n11
Shut	Duration	Producti	Unrecon ciled	Reconci ed	NCTL	NCTL Loss	IV Allocate	Aiteo WI	Average	Revenue loss \$
9- No v- 15	2	64,7 48	129,49 6	123,02 1	8.8 4	10,875 .07	112,146 .13	50,465. 76	47. 09	2,376,331 .20
15- Jan -16	9	71,1 02	639,91 8	607,32 2	8.8 4	53,740 .31	954,181 .79	249,381 .80	43. 21	10,776,92 1.20
14- Fe b- 16	4	69,1 06	276,42 4	262,60 3	8.5 2	22,373 .76	240,229 .04	108,103 .07	43. 21	4,671,624 .93
7- Ma y- 16	32	78,2 23	2,503, 136	2,377, 979	18. 19	432,55 4.42	1,945,4 24.78	875,441 .15	43. 21	37,831,79 1.14

11- Au g- 16	13	85,2 90	1,108, 770	1,053, 332	33. 84	356,44 7.38	696,884 .12	313,597 .85	43. 21	13,551,98 8.60
25- De c- 16	18	93,8 62	1,689, 516	1,605, 040	45. 46	729,65 1.27	875,388 .93	393,925 .02	43. 21	17,023,29 0.37
15- Fe b- 17	3	86,2 50	258,75 0	245,81 3	37. 60	92,425 .50	153,387 .00	69,024. 15	53. 48	3,691,428 .86
31- Ma r- 17	5	84,3 34	421,67 0	400,58 7	41. 98	168,16 6.21	232,420 .29	104,589 .13	53. 48	5,593,452 .87
28- Ma y- 17	4	75,5 22	302,08 8	286,98 4	36. 27	104,08 8.95	182,894 .65	82,302. 59	53. 48	4,401,563 .25
8- Jul -17	17	79,3 14	1,48,3 38	1,280, 921	20. 68	264,89 4.48	1,016,0 26.62	457,211 .98	53. 48	24,451,81 1.24
14- Se p- 17	31	85,7 97	2,659, 707	2,526, 722	24. 83	627,38 4.99	1,899,3 36.66	854,701 .50	53. 48	45,709,65 0.55

17- Ma y- 18	7	84,2 16	589,51 2	560,03 6	36. 14	202,39 7.15	357,639 .25	160,937 .66	72. 57	11,679,92 4.94
8- Ju n- 18	31	82,5 98	2,560, 538	2,432, 511	34. 53	839,94 6.08	1,592,5 65.02	716,654 .26	72. 57	52,010,70 2.93
17- Oc t- 18	4	85,2 60	341,04 0	323,98 8	22. 95	74,355 .25	249,632 .75	112,334 .74	72. 57	8,152,618 .49
16- Jan -19	6	81,8 10	490,86 0	466,31 7	22. 74	106,04 0.49	360,276 .51	162,124 .43	65. 68	10,648,82 8.66
28- Fe b- 19	7	49,3 66	345,56 2	328,28 4	27. 36	89,818 .48	238,465 .42	107,309 .44	65. 68	7,048,412 .40
21- Ap r- 19	16	58,4 49	935,18 4	888,42 5	21. 56	191,54 4.39	696,880 .41	313,596 .19	65. 68	20,597,95 6.91
	20 9		16,600 ,509	15,770 ,484		4,366, 704	11,403, 799	5,131,7 00.72		280,218,3 16.55

129. The Plaintiff further states that between January 2016 and July 2019 it lost revenue in the sum of \$578,951,901.99 (Five Hundred and Seventy Eight Million Nine Hundred and Fifty One Thousand Nine Hundred and One United States Dollars Ninety Nine Cents) due to the crude oil theft within the NCTL. Below is a table demonstrating these losses:

AITEO - OML29					
	AITEO MONTHLY LOSS (%)	AITEO LOSS PER MONTH	AITEO LOSS PER MONTH (WI)	Price (\$)	Revenue Loss \$
JAN'16	8.84%	112,697	50,714	31.98	1,621,923.95
FEB'16	8.52%	130,501	58,725	38.22	2,244,721.60
MAR'16	15.02%	315,372	141,917	38.22	5,424,650.70
APR'16	13.49%	293,255	131,965	40.05	5,285,188.24
MAY'16	18.19%	88,110	39,650	42.73	1,694,302.43
JUNE'16	30.50%	479,346	215,706	48.70	10,504,004.77
JULY'16	28.99%	667,485	300,368	46.55	13,983,043.14
AUG'16	33.84%	408,621	183,879	46.55	8,560,140.04
SEPT'16	25.44%	643,236	289,456	47.73	13,815,165.51
OCT'16	31.47%	848,101	381,645	48.76	18,609,413.79
NOV'16	31.11%	691,657	311,246	45.89	14,282,751.63
DEC'16	45.46%	906,473	407,913	48.01	19,584,711.75
JAN'17	47.60%	750,783	337,852	55.15	18,631,543.55
FEB'17	37.95%	837,096	376,693	54.39	20,489,473.23

MAR'17	41.98%	992,832	446,774	51.89	23,182,123.62
APR'17	42.29%	706,237	317,807	51.89	16,490,987.07
MAY'17	36.27%	640,729	288,328	50.85	14,660,616.36
JUNE'17	39.55%	841,401	378,630	50.85	19,252,222.49
JULY'17	20.68%	177,964	80,084	50.85	4,072,020.98
AUG'17	23.00%	510,235	229,606	48.46	11,127,153.86
SEPT'17	24.83%	235,391	105,926	51.60	5,466,202.72
OCT'17	27.88%	259,125	116,606	51.60	6,017,348.93
NOV'17	32.24%	564,218	253,898	57.60	14,624,784.46
DEC'17	34.21%	694,067	312M330	57.18	17,858,413.32
JAN'18	33.35%	703,200	316,440	66.90	21,171,101.76
FEB'18	25.67%	449,756	202,390	66.37	13,433,042.35
MAR'18	39.73%	833,710	373,170	63.97	24,000,718.42
APR'18	39.47%	797,597	358,919	66.50	23,868,808.06
MAY'18	26.14%	592,391	266,576	79.59	21,217,046.44
JUNE'18	34.53%	160,665	72,299	75.95	5,491,272.64
JULY'18	26.15%	386,130	173,759	72.06	12,521,211.27
AUG'18	39.43%	842,873	379,293	72.06	27,332,222.06
SEPT'18	34.45%	673,256	302,965	79.05	23,950,004.99
OCT'18	22.95%	415,106	186,798	78.29	14,623,457.94
NOV'18	9.93%	190,286	85,629	74.50	6,379,252.52
DEC'18	15.83%	339,192	152,636	59.38	9,062,786.25
JAN'19	22.74%	355,500	159,975	60.54	9,684,886.50
FEB'19	27.36%	447,522	201,385	65.03	13,096,261.43
MAR'19	21.69%	253,216	113,947	66.68	7,597,429.56
APR'19	21.56%	223,122	100,405	69.53	6,980,951.89
MAY'19	22.79%	271,294	122,082	65.22	7,962,695.94

JUNE'19	38.70%	714,510	321,530	65.42	21,034,459.89
JULY'19	40.67%	746,950	336,128	65.63	22,060,383.95
Total	29.85%	22,191,208	9,986,044		578,951,901.99

130. It is averred that the total revenue lost from the fraudulent and or wrongful misrepresentations of the Defendants regarding the NCTL pipeline infrastructure is in the sum of **\$968,583,779.75 (Nine Hundred and Sixty Eight Million Five Hundred and Eighty Three Thousand Seven Hundred and Seventy Nine United States Dollars Seventy Five Cents)**.
131. The Plaintiff avers that had it earned the above sums it would have invested same into several businesses including renewable energy which would have yielded immense profit and enabled the Plaintiff make a minimum of double the sum of **\$968,583,779.75 (Nine Hundred and Sixty Eight Million Five Hundred and Eighty Three Thousand Seven Hundred and Seventy Nine United States Dollars Seventy Five Cents)** whereupon the Plaintiff is entitled to damages resulting from denial of its anticipated income.
132. Furthermore, had the Plaintiff been in custody of the sum of **\$799,000,000.00 (Seven Hundred and Ninety Nine Million United States Dollars)** it would have invested same into other profitable ventures including renewable energy which would have yielded it immense profit by virtue of which the Plaintiff is entitled to damages for being denied that income.
133. The Plaintiff shall at the trial of this suit lead expert evidence to demonstrate the state of the NCTL pipelines when it took over operation and management of the Asset after September 2015.

Inability of Defendants to satisfy a judgment debt

134. The Plaintiff avers that the 1st and 2nd Defendants have several judgment debt liabilities which are yet to be satisfied. The Plaintiff shall at the trial of this suit rely on copies of the online publications where reports of these judgments are contained.
135. The total judgment liability of the 1st and 2nd Defendants as contained in the paragraph above is in the sum of about **N200,000,000,000.00 (Two Hundred Billion Naira)** and **\$1,500,000,000.00 (One Billion Five Hundred Million United States Dollars)**.
136. Apart from the above, the 3rd Defendant also a claim against it in a sum in excess of **\$400,000,000.00 (Four Hundred Million United States Dollars)**.
137. The Defendants have no defence or reasonable defence to this claim.
138. Whereof, the Plaintiff claims against the Defendants jointly and severally as follows:

CRUDE OIL THEFT CLAIM

1. A DECLARATION that the Department of Petroleum Resources {"the DPR"} is by virtue of Section 9 of the Petroleum Act and Regulation 52 of the Petroleum (Drilling and Production) Regulations empowered to make regulations for the design, installation and operation of approved crude

oil measurement metering systems at designated custody transfer points which the 1st Defendant, being a company licenced by the DPR, is bound to comply with.

2. **A DECLARATION** that the existing DPR Regulations and approved Guidelines, which the 1st Defendant being a company licenced by the DPR is bound to comply with, do not have or make provisions for a temporary metering arrangement for custody transfer measurement.
3. **A DECLARATION** that the installation of the 2X12" Coriolis Flow Meter by the 1st Defendant as a temporary metering arrangement for custody transfer measurement is contrary to the existing DPR Regulations and approved Guidelines and to that extent null, void and of no effect whatsoever.
4. **A DECLARATION** that the use of the 2X12" Coriolis Flow Meter by the 1st Defendant, on the instructions of the 2nd – 5th Defendants, to ascertain the gross volume of crude oil between June 2016 and June 2017 and density of the produced water/net production allocated to the Nembe Creek Trunkline Pipelines {"NCTL"} injectors between June 2016 and May 2017 is unlawful and contrary to the existing DPR Regulations and approved Guidelines.

5. **A DECLARATION** that the alleged successful proving of the 2X12" Coriolis Flow Meter by the 1st Defendant as contained in the DPR letter dated 9th February, 2018, was not an approval for the continued use of the 2X12" Coriolis Flow Meter by the 1st Defendant.
6. **A DECLARATION** that notwithstanding the fine imposed on the 1st Defendant by DPR as contained in the DPR letter dated 9th February, 2018, the continued use of the 2X12" Coriolis Flow Meter by the 1st Defendant, on the instructions of the 2nd - 5th Defendants, was unlawful and a means of the Defendants use to take at source and convert to their own use, the crude oil volumes belonging to the Plaintiff, and by that practice, has unlawfully hurt the economic interest of the Plaintiff and should make restitution therefore, to the Plaintiff.
7. **A DECLARATION** that the usage and deployment of 2X12" Coriolis Flow Meter for temporary metering measurement was a ploy and a grand design by the 1st Defendant, on the instructions of the 2nd - 5th Defendants to unlawfully take over and convert to its own use, portions of the production and crude oil volumes belonging to the Plaintiff which has been loaded, and purchased by the 3rd Defendant as an

Offtaker of Crude Oil and other petroleum products sold by the producers and the 1st Defendant at the Bonny Terminal, which activities are for the benefit of all the Defendants and for which the Defendants took and continues to take undue advantage of the Plaintiff.

8. **A DECLARATION** that the usage and deployment of 2X12" Coriolis Flow Meter for temporary metering measurement was a ploy and a grand design by the 1st Defendant, on the instructions of the 2nd - 5th Defendants, to unlawfully convert to themselves, crude oil volumes due to the Plaintiff.
9. **A DECLARATION** that the usage and deployment of 2X12" Coriolis Flow Meter for temporary metering measurement was a ploy and a grand design by the 1st Defendant, on the instructions of the 2nd - 5th Defendants, to take undue advantage of the Plaintiff.
10. **A DECLARATION** that the usage and deployment of 2X12" Coriolis Flow Meter for temporary metering measurement was a ploy and a grand design by the 1st Defendant, the 3rd Defendant as Offtaker and the 2nd Defendant as parent company, to unjustly enrich themselves to the detriment of the Plaintiff.

11. **A DECLARATION** that the refusal and or neglect of the 1st Defendant to comply with the directives of the DPR as contained in the letter dated 8th July, 2020 is part of the 1st and 2nd – 5th Defendants' ploy and grand design to continue to unjustly enrich themselves to the detriment of the Plaintiff.
12. **A DECLARATION** that the refusal and or neglect of the 1st Defendant to comply with the directives of the DPR as contained in the letter dated 8th July, 2020 is part of the 1st and 2nd – 5th Defendants' ploy and grand design to defraud the Plaintiff and deny it access to its refundable crude oil.
13. **A DECLARATION** that the refusal and or neglect of the 1st Defendant to comply with the directives of the DPR as contained in the letter dated 8th July, 2020 is part of the 1st and 2nd – 5th Defendants' ploy and grand design to wrongfully appropriate to themselves the crude oil volumes due to the Plaintiff.
14. **A DECLARATION** that the refusal and or neglect of the 1st Defendant to comply with the directives of the DPR as contained in the letter dated 8th July, 2020 is part of the 1st and 2nd – 5th Defendants' ploy and grand design to unlawfully convert to themselves and for their benefit, the crude oil volumes due to the Plaintiff.

15. **A DECLARATION** that the refusal and or neglect of the 1st Defendant to comply with the directives of the DPR as contained in the letter dated 8th July, 2020, on the instructions of the 2nd – 5th Defendants, is in bad faith and with a view to obtaining an undue advantage over the Plaintiff.
16. **Upon a determination, in the affirmative, of the reliefs sought in 6 – 15 above, AN ORDER** directing law enforcement agencies in Nigeria, including but not limited to the Economic and Financial Crimes Commission and the Nigeria Police, and the International Police Unit, to immediately commence investigation and prosecution of the directing minds and alter egos of the Defendants.
17. **A DECLARATION** that the Plaintiff is entitled to a refund of a total of **16,050,000** barrels of Oil arising from the inaccurate, fraudulent and or misleading calculation of loss allocation methodology by the 1st Defendant acting on the instructions of the 2nd – 5th Defendants.
18. **AN ORDER** directing the Defendants to refund to the Plaintiff a total of **16,050,000** barrels of Oil arising from the inaccurate, fraudulent and or misleading calculation of loss allocation methodology by the Defendants.

19. **Alternatively to 18 above, AN ORDER** directing the Defendants to pay to the Plaintiff the sum of **\$1,275,975,000 (One Billion Two Hundred and Seventy Five Million nine Hundred and Seventy Five Thousand United States Dollars)** being the amount it would have received, at the material and relevant time, for the sale of **16,050,000** barrels of crude oil at the rate of \$79.50 per barrel.

In the Alternative to 17-19 above,

20. **A DECLARATION** that the result of the recalculation and re-measurement of the crude oil due to the Plaintiff from the Defendants arising from the inaccurate, fraudulent and or misleading calculation of loss allocation by the Defendants, with the use of an unapproved metering system as communicated via the DPR's letter dated 8th July, 2020, is final, valid, subsisting and binding.

21. **A DECLARATION** that the Plaintiff is by virtue of the DPR's letter and report dated 8th July, 2020 entitled to a refund of a total of **1,022,029** barrels of Oil arising from the inaccurate, fraudulent and or misleading calculation of loss allocation methodology by the Defendants.

22. **AN ORDER** directing the Defendants to refund to the Plaintiff a total of **1,022,029** barrels of Oil arising from the inaccurate, fraudulent and or misleading calculation of loss allocation methodology by the Defendants.
23. **Alternatively to 22 above, AN ORDER** directing the Defendants to pay to the Plaintiff the sum of **\$81,251,305.5 (Eighty One Million Two Hundred and Fifty One Thousand Three Hundred and Five United States Dollars and Five Cents)** being the amount it would have sold **1,022,029** barrels of crude oil at the rate of \$79.50 per barrel, at the material and relevant time.

In the alternative to 17- 23 above

24. **A DECLARATION** that the Plaintiff is entitled to a refund of a total of **732,262** barrels of Oil arising from the inaccurate calculation of loss allocation methodology by the Defendants as admitted by the 1st Defendant via its (the 1st Defendant's) letter dated 30th November, 2018.
25. **AN ORDER** directing the Defendants to refund to the Plaintiff a total of **732,262** barrels of Oil arising from the inaccurate calculation of loss allocation methodology by the 1st and 4th – 7th Defendants.

26. **Alternatively to 25 above, AN ORDER** directing the Defendants to pay to the Plaintiff the sum of **\$51,214,829 (Fifty One Million Two Hundred and Fourteen Thousand Eight Hundred and Twenty Nine United States Dollars)** being the amount it would have sold **732,262** barrels of crude oil at the rate of \$79.50 per barrel, at the material and relevant time.
27. **AN ORDER** directing the Defendants to render accounts for the profit and proceeds realised from the unlawful sale of the Plaintiff's crude oil.
28. In addition to all the above, General Damages against the Defendants, jointly and severally, in the sum of **\$1,000,000,000.00 (One Billion United States Dollars)** for their several acts of fraud, unjust enrichment and bad faith against the Plaintiff.

MISREPRESENTATION CLAIM

29. **A DECLARATION** that the representations made by the Defendants as contained in the Information Memorandum of 2013 {"**the IM**"} particularly as they relate to the Nembe Creek Trunkline Pipelines {"**the NCTL**"} were of a fundamental nature that go to the very basis of the agreement relating to the acquisition of the assets by the Plaintiff.

30. **A DECLARATION** that the representations made by the Defendants as contained in the **IM** as they relate to condition and integrity of the **NCTL** were false and fraudulently made.
31. **A DECLARATION** that the representations made by the Defendants as contained in the **IM** as they relate to the removal and or closure of crude oil theft points in the **NCTL** were false and fraudulently made.
32. **A DECLARATION** that the representations made by the Defendants as contained in the **IM** as they relate to the reconstruction of the pipelines within **NCTL** were recklessly made without any care as to their veracity or otherwise.

In the alternative to 29- 32 above

33. **A DECLARATION** that the representations made by the Defendants as contained in the **IM** as they relate to condition and integrity of the **NCTL** were wrongly made without any attempt by the said Defendants to confirm the truth of same.
34. **A DECLARATION** that the representations made by the Defendants as contained in the **IM** as they relate to the removal and or closure of crude oil theft points in the **NCTL** were wrongly made without any attempt by the said Defendants to confirm the truth of same.

35. **A DECLARATION** that the representations made by the Defendants as contained in the **IM** as they relate to the reconstruction of the pipelines which representations were wrongly made without any attempt by the said Defendants to confirm the truth of same.

In addition to all the above

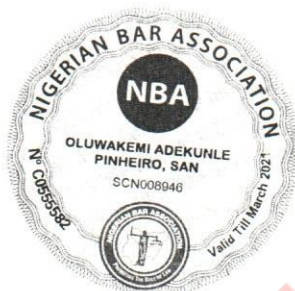
36. **AN ORDER** directing the Defendants to refund to the Plaintiff the total sum of **\$799,000,000.00 (Seven Hundred and Ninety Nine Million United States Dollars)** being the amount paid by the Plaintiff for the acquisition of the NCTL pipelines and the assets comprised therein.
37. The sum of **\$389,631,877.76 (Three Hundred and Eighty Nine Million Six Hundred and Thirty One Thousand Eight Hundred and Seventy Seven Dollars Seventy Six Cents)** being the total amount lost by the Plaintiff arising from the leakages in the NCTL and the degraded conditions of the NCTL.
38. The sum of **\$578,951,901.99 (Five Hundred and Seventy Eight Million Nine Hundred and Fifty One Thousand Nine Hundred and One United States Dollars Ninety Nine Cents)** being the total amount lost by the Plaintiff arising from the crude theft/larceny in the NCTL.

39. The sum \$933,000,000 (Nine Hundred and Thirty Three Million Dollars) being the total amount expended by the Plaintiff for the repairs on the pipelines and acquisition of equipment including well-heads, generators and pumps as well as replacing the flow lines within the NCTL.
40. The sum of \$10,000,000.00 (Ten Million United States Dollars) per month from January 2016 to December, 2018 (a total of \$360,000,000.00 (Three Hundred and Sixty Million United Dollars)) being the amount expended towards the security of the infrastructure at the NCTL.
41. General Damages in the sum of \$4,000,000,000.00 (Four Billion United States Dollars) arising from the misrepresentations of the Defendants to the Plaintiff regarding the NCTL pipeline infrastructures.

42. Cost of this action assessed at \$100,000,000.00 (One Hundred Million United States Dollars).

Dated this 19th day of January, 2021


SIGNED BY: 'Kemi Pinheiro SAN, FCI Arb.,



Chief Mike Ozekhome SAN,
Yakubu Maikyau SAN,
Dr. Muiz Banire SAN,
Dr. Oladapo Olanipekun SAN,
Kehinde Ogunwumiju SAN,
Emeka Ozoani SAN,
Chief Andrew Oru,
Adebawale Kamoru, Esq.,
Chukwudi Enebeli MCI Arb.
Adetokunbo Davies, MCI Arb.,
Ogbonna Chukwumerijie, Esq.,



PINHEIRO LP.,

Plaintiff's Solicitors,

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Off Coker Road,

Ilupeju, Lagos

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FOR SERVICE ON

1. The 1st Defendant,
Freeman House,
21/22 Marina,
Lagos.
2. The 2nd Defendant,
2596 HR The Hague,
Netherlands.
3. The 3rd Defendant,
Mahogany Court,
Willey Business Center, St. Michael Barbados.
4. The 4th Defendant,
80, Strand, London WC2R 0ZA,
United Kingdom.
5. The 5th Defendant,
Freeman House,
21/22 Marina,
Lagos.

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

SUIT NO: FHC/L/CS/52/2021

BETWEEN

AITEO EASTERN E & P COMPANY LIMITED }...PLAINTIFF

AND

- | | | |
|----|---|---------------------|
| 1. | THE SHELL PETROLEUM DEVELOPMENT
COMPANY OF NIGERIA LIMITED | }
} |
| 2. | ROYAL DUTCH SHELL PLC | } |
| 3. | SHELL WESTERN SUPPLY AND TRADING
LIMITED | }...DEFENDANTS
} |
| 4. | SHELL INTERNATIONAL TRADING AND
SHIPPING COMPANY LIMITED | }
} |
| 5. | SHELL NIGERIA EXPLORATION AND
PRODUCTION COMPANY LIMITED | }
} |

PLAINTIFF'S LIST OF WITNESSES TO BE CALLED AT TRIAL

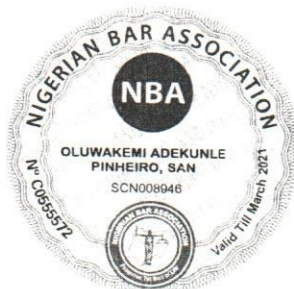
The Plaintiff shall at the trial of this call the following witnesses:

1. Taiye Eyewuoma
2. Subpoenaed witnesses including officials from DPR.

3. Any other witnesses that may be called at trial.

Dated this 19th day of January, 2021


SIGNED BY: 'Kemi Pinheiro SAN, FCI Arb.,



Chief Mike Ozekhome SAN,

Yakubu Maikyau SAN,

Dr. Muiz Banire SAN,

Oladapo Olanipekun SAN,

Kehinde Ogunwumiju SAN,

Emeka Ozoani SAN,

Chief Andrew Oru,

Adebowale Kamoru, Esq.,

Chukwudi Enebeli MCI Arb.

Adetokunbo Davies, MCI Arb.,

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FOR SERVICE ON

1. The 1st Defendant,
Freeman House, 21/22/ Marina,
Lagos.
2. The 2nd Defendant,
2596 HR The Hague,
Netherlands.
3. The 3rd Defendant,
Mahogany Court,
Wildey Business Center, St. Michael Barbados.
4. The 4th Defendant,
80, Strand, London WC2R 0ZA,
United Kingdom.
5. The 5th Defendant,
Freeman House, 21/22/ Marina,
Lagos.