


REPUBLIC OF SENEGAL <i>One People – One Goal – One Faith</i>	<p style="text-align: center;">MINUTES THIRD HEARING OF MR. IBRAHIMA MBODJI</p>	CASE: Petro Tim Sénégal, Petro Tim Limited, Timis Corporation et Kosmos Energy.				
NATIONAL ANTI-FRAUD AND ANTI-CORRUPTION OFFICE  INQUIRIES AND INVESTIGATION DEPARTMENT N ____/OFNAC/DEI		Piece		Folio		
OBJECT- ANALYSIS and REFERENCES:						

REDACTED

STATEMENT:

Question: You state in your memorandum provided to us concerning your comments on the IGE pre-report N°94/2012 dated October 10, 2012 that Tullow Oil is a very prosperous company, listed on the London Stock Exchange. Why was this company, with strong guarantees to carry out the work, preferred to Petro Tim Limited, about which you did not provide any information?

Réponse: I think that this question should rather be asked to the Minister of State of Energy Karim WADE, who took the decision to award the two licenses to Petro Tim Limited, though Petrosen and Tullow Oil were indeed in advanced negotiations until March as I have already said; negotiations which had been suspended only due to the 2012 presidential elections. Thus, we pursued our work in good faith until the supervisory authority made this decision.

Question: What is the legality of a deposit of funds in Petrosen's accounts at the bank Societe Generale in Paris? Why does not the failure to refer the case to the Tender Evaluation Committee result in the nullity of the procedure as you asserted in your answer to the IGE pre-report?

Answer: the funds were not placed with Societe Generale in Paris but transferred by Tullow Oil into Petrosen's account, which was opened at this bank following the instructions of the Minister of Energy. These funds only transited via this bank account before being fully remitted into Petrosen's account in Dakar at an exchange rate negotiated with a local bank, Banque Atlantique Senegal. Regarding the failure to refer the case to the Tender Evaluation Committee, the decree n°98-810 implementing the Petroleum code does not expressly cause it to be void. In addition, the composition of this commission and the negotiation process are not even provided for in this decree. I would also add, as I have already said, that article 12 of the decree n°98-810 implementing the petroleum code states: "If the minister decides to accept an application for a hydrocarbon prospecting license or a contract for services in accordance with article 10 of the petroleum code, a convention or a contract for services is negotiated between the minister and the applicant(s). If the aforementioned negotiation is completed, the convention or contract for services is signed jointly by the minister and the legal representative of the applicant(s) after receiving the assent of the Minister of Finance."

While article 14 of this decree states: "If the state, in accordance with article 6 of the petroleum code, decides to conduct oil operations via a state company,The state company can negotiate and directly sign a contract for services with one or more applicants whose application is deemed acceptable. This contract for services is signed by the state company and the applicant(s) and then signed by the minister, after receiving the assent of the Minister of Finance."

Standard practice is to apply the provisions of article 14. This is why such an evaluation and negotiation committee is established within Petrosen, a committee to which are invited the Minister of Energy's representatives. In my opinion, it would be difficult to implement article 12 in extenso due to the fact that Petrosen, as the instrument for carrying out the state's oil policy (so its sword arm), carries out crucial work upstream awarding prospecting licenses (technical, financial and legal assessment of the applicants, negotiations of the financial and work commitments, contract preparation, etc).

Question: you say you have signed Petro Tim Limited's contracts in March 2012. But you have continued negotiations with Tullow Oil during that same period. Why haven't you terminated those negotiations and informed the company that you have already signed two contracts for the blocks concerned with Petro Tim limited? Is your behavior intentional and personal, in order to loot Tullow Oil, from which you have claimed, contrary to the law in force, a 4.5 million US dollar (on three blocks) signing bonus, or have you received instructions to do so?

Answer: I assert that the moment of the signature of these contracts with Petro Tim LTD corresponds with the period of suspension of the negotiations with Tullow Oil due to the presidential election, and that those negotiations were not resumed because the blocks had already been awarded. The last negotiation report with Tullow Oil dates from March 9, 2012, a copy of which I will provide you.

I have never tried for whatever reason to obtain from Tullow Oil any personal advantage and I have never received any instructions to do so. I have largely explained the reasons for offering signing bonuses, which did not interfere with or influence negotiations, during which we were more focused on the quality of work commitments and the financial interest of Senegal.

Question: As the former CEO of Petrosen, did you have to apply on behalf of the company for a request to open an offshore account or renew this request?

Answer: No, I've never had to open an account abroad or apply for its renewal; the two Petrosen offshore accounts opened at Societe General in Paris existed long before my arrival at Petrosen.

S.I.R: I assume that, at the time of the opening of these offshore accounts, Petrosen had all the necessary administrative authorizations. Something that I forgot to check at the time in the company's archives.

S.I.R: "That is all I have to declare."

The same day, at 10.15am, following the reading of the above statement, which I confirm and sign, having nothing to change, add or amend.

The person interviewed
The investigators