

**CONCURRENT WRIT OF SUMMONS**  
**IN THE FEDERAL HIGH COURT OF NIGERIA**  
**IN THE LAGOS JUDICIAL DIVISION**  
**HOLDEN AT LAGOS**

**SUIT NO: FHC/L/CS/ 793/2018**

**BETWEEN**

**SUNTRUST OIL COMPANY NIGERIA LIMITED**

**PLAINTIFF**

**AND**

- 1. SAN LEON ENERGY PLC**
- 2. MIDWESTERN LEON PETROLEUM LIMITED**
- 3. MARTWESTERN ENERGY LIMITED**
- 4. MIDWESTERN OIL AND GAS COMPANY LIMITED**
- 5. MART RESOURCES INC**
- 6. MINISTER OF PETROLEUM RESOURCES**
- 7. CORPORATE AFFAIRS COMMISSION**

**DEFENDANTS**

**TO THE DEFENDANTS**

**SAN LEON ENERGY PLC** of First Floor, Wilton Park House, Wilton Place, Dublin 2, Republic of Ireland

**MIDWESTERN LEON PETROLEUM LIMITED** of 5<sup>th</sup> Floor, Barkly Wharf, Le Cauden Waterfront, Port Louis, Mauritius

**MARTWESTERN ENERGY LIMITED** of 11 Abimbola Awoniyi Close, Victoria Island, Lagos

**MIDWESTERN OIL AND GAS COMPANY LIMITED** of 11 Abimbola Awoniyi Street, Victoria Island, Lagos

**MART RESOURCES INC** of Suite 310, 1167 Kensington Crescent NW, Calgary, Alberta T2N 1X7

**MINISTER OF PETROLEUM RESOURCES** of NNPC Towers, Central Business District, Herbert Macaulay Way, Abuja, FCT

**CORPORATE AFFAIRS COMMISSION** of Plot 420 Tigris Crescent, Off Aguyi Ironsi Street, Maitama, Abuja

You are hereby commanded that within 30 days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of above-named Plaintiff and take notice that in default of your so doing the Plaintiff may proceed with the claim and judgment may be given in your absence.

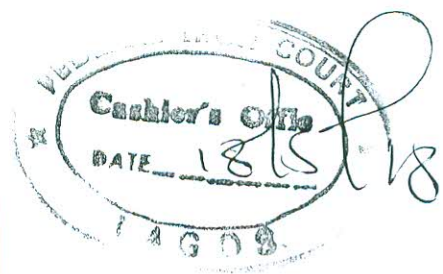
Dated this 18th day of May 2018

Dated this 18th day of May 2018

  
Registrar

**N.B-** This writ is to be served within twelve calendar months from the date thereof, or if renewed, within six calendar months from the date of the last renewal, including the day of such date, and not afterwards.

The Defendants may enter appearance personally or by a Legal Practitioner either by handing in the appropriate forms, duly completed, at the Registry of the Federal High Court, Lagos or by sending them to the Registry by registered post.



## INDORSEMENTS

The Plaintiff's claim is for the following reliefs:

1. A declaration that by virtue of Clause 11.1 of the shareholders agreement dated November 2013 between the Plaintiff and the Third, Fourth and Fifth Defendants (the "Shareholders Agreement"), no shareholder has the right to sell or transfer or otherwise dispose of all or any part of its shareholding in the Third Defendant unless and until the shareholder first gives the other shareholders a right of first refusal to buy such shares evidenced by a transfer notice stating the selling shareholder's intention to sell such shares and setting forth the full terms including the price at which it intends to sell the specified shares.
2. A declaration that pursuant to clause 21 of the said Shareholders Agreement there can be no waiver of a shareholder's right of first refusal unless such waiver is evidenced in writing and signed by the waiving party.
3. A declaration that pursuant to clause 13 of the said Shareholders Agreement no additional shareholder can be admitted as a shareholder of the Third Defendant unless all the existing shareholders provide unanimous consent and such additional shareholder executes a Deed of Accession substantially in the terms set out in schedule 2 of the said Shareholders Agreement.
4. A declaration that the purported transfer of 357,143 shares by the Plaintiff to the Second Defendant on or about 11 April 2016 violated clauses 11 and 13 of the Shareholders Agreement and is consequently null and void.
5. A declaration that the purported transfer of 1,642,857 shares by the Plaintiff to the Second Defendant and/or First Defendant on or about September 2016 violated clauses 11 and 13 of the Shareholders Agreement and is consequently null and void.
6. A declaration that the purported transfer of 4,000,000 shares in the Third Defendant by the Fifth Defendant to the Second Defendant on or about 30



March 2016 violated clauses 11 and 13 of the Shareholders Agreement and is consequently null and void.

7. A declaration that the transfer of 4,000,000 shares in the Third Defendant by the Fourth Defendant to the Second Defendant on or about 30 March 2016 violated clauses 11 and 13 of the Shareholders Agreement and is consequently null and void.
8. In the alternative to the reliefs sought at paragraphs 4 and 5 above, insofar as the purported share transfers referred to in either or both paragraphs were effective to any extent, a declaration that the Plaintiff has an overriding unpaid vendor's lien on the 357,143 and 1,642,857 shares ranking in priority to any interest which the First and/or the Second Defendant might have in the said shares.
9. A declaration that all the purported shareholder resolutions of the Third Defendant whether passed formally or informally by or involving the Second Defendant since April 2016 are null and void and all actions premised on the said resolutions are similarly null and void.
10. A declaration that in consequence of the declarations sought in paragraphs 1 to 9 above, neither the First Defendant nor the Second Defendant has any direct or indirect interest in oil mining lease (OML) No 18 in Nigeria.
11. An order setting aside the purported share transfers referred to in paragraphs 4, 5, 6 and 7 above.
12. An order rectifying the Third Defendant's share register by restoring to the Third Defendant's share register the names of the Plaintiff, the Fourth and the Fifth Defendants as the sole shareholders of the Third Defendant holding respectively 2 million shares, 4 million shares and 4 million shares in the Third Defendant's share capital.
13. An order setting aside all purported shareholder resolutions of the Third Defendant whether passed formally or informally by or involving the

