


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

REDACTED

STATEMENT:

Question: As manager of Petro Tim Senegal, how much was your monthly remuneration?

Answer: At first, I received the sum of twelve million (12,000,000) CFA francs, and eventually my remuneration was cut in two, namely three million (3,000,000) CFA francs paid locally and ten million (10,000,000) as consultancy fees.

Question: Was the minister of energy and mines informed of the 'symbolic purchase' of Petro Tim LTD by Timis Corporation LTD?

Answer: The minister of energy was informed and approved it by the order provided in the documentation I have just brought you.

Question: What about Petro Tim LTD's contractual rights and obligations with regards to PETROSEN, following this 'symbolic purchase'?

Answer: Kosmos inherited them, in accordance with the dispensations of the approval order mentioned above.

Question: During your first hearing, you said you were totally unaware of the modality of the sales of shares between Petro Tim Limited and Timis Corporation Limited, and that these transactions had been made between Petro Asia Limited and Timis Corporation. Can you confirm this declaration?

Answer: I mean that I am unaware of the conditions of the negotiations. However, I myself countersigned the contract, which was signed in my capacity as local representative.

Question: But on reading the aforementioned hydrocarbon prospecting and sharing contract, it is clear that this contract was signed by Mr. Wong Joon Kwang, Petro Tim LTD's representative, and not by Petro Asia Limited, as you contend. What can you tell us about that?

Answer: Petro Tim Limited is an entity 100% owned by Petro Asia and acted on behalf of Petro Asia.

Question: The order n° 12328 of 04-8-2014 does not refer to the 'symbolic purchase' of companies but rather to the total sale of rights, obligations and interests held by Petro Tim LTD. Further, when going through this order, a sale contract, concluded between **PETROSEN, Petro Tim Limited, Petro Tim Senegal Limited** (of which you are the manager) and **Timis Corporation Limited**, is mentioned. How can you explain this?

Answer: I countersigned the contract for the sale of rights as Petro Tim's local representative. Moreover, as I was not involved in the negotiations for the transfer of assets, I cannot confirm the terms of the symbolic purchase.

Question: As manager of Petro Tim Senegal, which was mentioned in the present contract as the integral party to the said sale, do you persist in saying that you are unaware of this transaction? When and where did the transaction take place? What was the amount received in that operation?

Answer: I maintain that I am totally unaware of the conditions of the transfer and I have not received any amount in relation to this transfer.

Question: Were all the required formalities completed during Petro Tim Senegal's dissolution?

Answer: The company was duly dissolved and all tax documents were transferred to the administration of taxes and domains.

Question: Can you provide us the articles of dissolution of Petro Tim Senegal? What happened to its assets?

Answer: I just provided you with the articles of dissolution. The shareholders entrusted me with the liquidation of Petro Tim Senegal's assets, consisting of office furnitures and three NISSAN cars.

The office furniture was transferred to the new company, Timis Corporation, whereas the three cars were sold at a symbolic price to Petro Tim's employees with Mr. Franck Timis' verbal agreement.

Question: Mr. Franck Timis was also the owner of Timis Corporation LTD. We imagine that Petro Tim LTD was created for the purpose of allowing you to obtain through this latter company a prospecting license, which you would then transfer to Timis Corporation LTD, which would then transfer (for a price) 60% of its shares to Kosmos Energy Senegal, whereupon the 30% would come back to you. What have you to say about this?

Answer: Not being a shareholder of Petro Tim, I can provide you with documents that show that I am not Petro Tim's shareholder.

Question: Our investigations reveal that most of the companies registered under your name were created in 2012, the same date as Petro Tim Senegal's creation. Are there business relationships between your own companies and those you manage?

Answer: No relationships.

Question: Did you know of a regularization of the procedure for the award of the Deep Saint-Louis Offshore and Deep Cayar Offshore blocks to Petro Tim Limited?

Answer: I know that at a certain point, Petro Tim's managers wanted a copy of the minister of finance's opinion (an opinion which was part of the procedure for the contracts' approval). It seems to me that as the deadline set for reply by the minister of finance had expired, this document was not required anymore.

Question: Before or after your appointments as manager of Petro Tim Senegal and Timis Corporation Senegal, did you meet Mr. Ibrahima MBODJI, PETROSEN's CEO? If so, about what?

Answer: I met Mr. Ibrahima MBODJI after Petro Tim Senegal's creation in the normal context of my activities. Before that, I had never met him.

Question: When was your last meeting with Mr. Franck TIMIS? Can you tell us his current position?

Answer: I met Mr. Franck Timis last week in Paris.

S.I.R: Mr. Franck Timis lives London and is ready to come answer OFNAC's questions.

“That is all I have to declare”.

The same day, at 05.18 pm, following the reading of the above statement, which I confirm and sign, having nothing to change, add or amend.

The person interviewed
The investigators