

GENERAL FORM OF WRIT OF SUMMONS
(O.5, r.2)

**IN THE HIGH COURT OF LAGOS STATE
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS**

SUIT NO:

LD/7330 & CMW/2020

BETWEEN:

MR OLADAPO APARA
(Trading under the name and style
Infiniti Systems Enterprises)

CLAIMANT

AND

1. ALPHA-BETA CONSULTING LLP
2. SENATOR BOLA AHMED TINUBU
3. MR. AKIN DOHERTY

DEFENDANTS

WRIT OF SUMMONS

- TO: The 1st Defendant, Alpha Beta Consulting LLP of Water House, Water Corporation Headquarters, Ijora, Lagos State and
- TO: The 2nd Defendant, Senator Bola Ahmed Tinubu of 26, Bourdillon Road, Ikoyi, Lagos—
- TO: The 3rd Defendant, Mr. Akin Doherty of Water House, Water Corporation Headquarters, Ijora, Lagos Lagos State and

You are hereby commanded that within forty-two (42) 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 MR OLADAPO APARA and take notice that in default of your so doing, the Claimant may proceed therein, and judgment may be given in your absence.

DATED this.....2nd.....day ofOctober,.....2020

.....
Registrar

MEMORANDUM TO BE SUBSCRIBED ON THE WRIT

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

The Defendant may enter appearance personally or by Legal Practitioner either by handing in the appropriate forms, duly completed, at the Registry of the High Court of the Judicial Division in which the action is brought or by sending them to the Registry through registered post.

Endorsements to be made on the writ before issue thereof:

THE CLAIMANT'S CLAIM is for:

1. An Order compelling an account of all sums due to the Claimant from 2010 till date.
2. An Order tracing all funds and assets due to the Claimant from the inception of the 1st Defendant to date.
3. An order of specific performance of clauses 8 and 11.0 of the Partnership Agreement that created the 1st Defendant by extant partners.
4. An Order for payment to the Claimant by the Defendants, all sums adjudged to be due to the Claimant on the submission of the Accounts.
5. 10% Interest on (4) above.



This Writ is issued by Tade Ipadeola Esq, Solicitor and Advocate Who resides at 7 New Adeoyo, State Hospital Road, Off Ring Road Ibadan, Oyo State and whose address for service within Jurisdiction is John Oloyede & Co, Advocates & Solicitors, 11, Folashade Close, Off Falolu Road, Surulere, Lagos, Legal Practitioner for the said Claimant who resides at 27, Oduwobi Street Ilupeju, Lagos, Lagos State of Nigeria, sprylex@yahoo.com 08097309652.

Endorsement to be made on copy of Writ forthwith after service

This Writ was served by me aton the

.....
Defendant accompanied by

- (a) A Statement of Claim;
- (b) A list of witnesses to be called at the trial;
- (c) Written statements on oath of the witnesses except witnesses on subpoena
- (d) A list and copies of all documents to be relied on at the trial;
- (e) Pre-Action Protocol Form 01

(here insert mode of service) on theday of2020

ENDORSED theday
of20.....

(Signed).....

.....
Address

IN THE HIGH COURT OF LAGOS STATE
IN THE LAGOS JUDICIAL DIVISION
HOLDEN AT LAGOS

SUIT NO:

LD/7330 GCMW/2020

BETWEEN:

MR OLADAPO APARA CLAIMANT

(Trading under the name and style
Infiniti Systems Enterprises)

AND

1. ALPHA-BETA CONSULTING LLP
2. SENATOR BOLA AHMED TINUBU
3. MR. AKIN DOHERTY

DEFENDANTS

STATEMENT OF CLAIM

1. The Claimant is a Nigerian and a Chartered Accountant who trades under the name and style of Infiniti Systems Enterprises of 27, Oduwobi Street, Ilupeju, Lagos.
2. The 1st Defendant is a Limited Liability Partnership that was registered in 2010 under the Partnership Law of Lagos State with its office at Water House, Water Corporation Headquarters, Ijora, Lagos.
3. The 2nd Defendant is a politician and former Governor of Lagos State between 1999 and 2007 who at all material times to this suit was a controlling interest of the 1st Defendant while hiding his involvement in the 1st Defendant from the public.
4. The 3rd Defendant parades himself as the Managing Director/Managing Partner of the 1st Defendant contrary to the provisions of the Partnership Agreement with his office at Water House, Water Corporation Headquarters, Ijora, Lagos.

5. The 3rd Defendant is not one of the Partners of the 1st Defendant LLP but was also a former Commissioner of Finance under the administration of the 2nd Defendant Bola Ahmed Tinubu.
6. The main business of the 1st Defendant is and has been the computation, tracking and reconciliation of Internally Generated Revenue in Lagos State in return for a commission.
7. The 2nd Defendant has directed and dictated the affairs of the 1st Defendant to divert assets of the 1st Defendant to his (the 2nd Defendant) benefit and to the detriment of the Claimant.
8. The Claimant avers that the ownership of the 1st Defendant and the percentage of the capital contributed by the partners including the Claimant are as follows:
 - Dapo Apara (Trading under the name and style Infiniti Systems Enterprises) 30%
 - Michael Olumide Ogunmola (Trading under the name and style Momo Consulting) 40%
 - Tunde Badejo (Trading under the name and style Ebo Consult) 15%
 - Tunde Badejo (Trading under the name and style Intergrev Services) 15%
9. The Claimant avers that from inception of the 1st Defendant, the 2nd Defendant has been in control of the affairs of the 1st Defendant and that from the year 2018, AKIN DOHERTY, the 3rd Defendant and SENATOR BOLA AHMED TINUBU, the 2nd Defendant have assumed firm control of the financial management of the firm to the exclusion of the Claimant.
10. The Claimant avers that sometime in 2000, he solely conceived, prepared and presented a proposal to the Lagos State Government on providing consultancy services using his firm, Infiniti Systems Enterprises, (the Claimant) with respect to using computerisation to track and reconcile the Internally Generated Revenue of the State (IGR).

11. The Claimant avers that following the presentation of his proposal to the Lagos State Government, the 2nd Defendant (BOLA AHMED TINUBU) who was at the time the Governor of Lagos State demanded that 70% equity interest in the project be assigned to a certain Olumide Ogunmola before he, the 2nd Defendant will approve the project.
12. The Claimant avers that he then met the said Olumide Ogunmola (who he had never met before) and it was agreed that a limited liability company be incorporated in which the Claimant will hold 30% shares while Olumide Ogunmola and his partners will hold 70% of the shares of the company.
13. The Claimant avers that following the agreement alluded to above; Alpha Beta Consulting Limited was incorporated in 2002 with the following shareholding ratio:
 - Dapo Apara 30%
 - Olumide Ogunmola 40%
 - Adegboyega Oyetola 30%
14. The Claimant avers that upon the commencement of business operations, the 2nd Defendant (BOLA AHMED TINUBU) directed that the 30% shareholding of Adegboyega Oyetola be transferred to one Mr. TUNDE BADEJO. This was done.
15. The Claimant avers that although he was a signatory to all the bank accounts of the 1st Defendant, payments from the bank accounts of the 1st Defendant required only 2 signatories which was mostly handled between the other two partners, Messrs Michael Olumide Ogunmola and Tunde Badejo.
16. The Claimant avers that occasionally when the other two partners in the 1st Defendant apart from the Claimant were not available, then the Claimant will be involved as a fallback option.
17. The Claimant avers that after the incorporation of Alpha-Beta Consulting Ltd in 2002 and structured according to the dictates of the 2nd Defendant (BOLA AHMED TINUBU), the 2nd Defendant in his official capacity as the Governor of Lagos State then approved that Alpha-Beta Consulting Ltd be awarded consultancy contract for the assessment and collection on behalf of the Lagos State Government, all taxes and Internally Generated Revenue (IGR)

due and payable to the State at a 10% consultancy fee (subject to a benchmark which varies from time to time).

18. The Claimant avers that due to the technological innovation that was deployed by him, the Internally Generated Revenue of the State grew from a base of about N10billion per annum in 2002 to over N300bn in 2019.
19. In year 2010 or thereabout, the 2nd Defendant (BOLA AHMED TINUBU) directed that the incorporation structure of the Alpha-Beta Consulting Ltd be changed from a limited liability company to a limited liability partnership under a newly promulgated law of the Lagos State Government. The 2nd defendant explained to the Claimant that the purpose was to further shield the 2nd Defendant, (BOLA AHMED TINUBU'S) involvement in Alpha-Beta Consulting Ltd from public scrutiny.
20. The Claimant avers that in 2010, based on this directive by the 2nd Defendant (BOLA AHMED TINUBU), the 1st Defendant was registered as a Limited Liability Partnership to carry on business as information and communication technology consultants and provide high quality, value added information solutions to private and public institutions.
21. The Claimant avers after the registration as a Limited Liability Partnership, the 1st Defendant then took over the Lagos State contract previously awarded to Alpha Beta Consulting Limited.
22. The Claimant avers that upon the registration of the 1st Defendant in 2010, a Partnership Agreement was executed by all the Partners including the Claimant and Messrs Michael Olumide Ogunmola and Tunde Badejo.
The Claimant shall at the trial of the suit rely on the Certificate of Registration and the Partnership Agreement.
23. The Claimant avers that the 2nd Defendant thereafter directed that Mr. Michael Olumide Ogunmola be designated as Managing Partner of Alpha Beta Consulting LLP, while the Claimant was designated as Deputy Managing Partner.
24. The Claimant avers that in 2014 the 2nd Defendant directed that Mr. Michael Olumide Ogunmola should cease being the Managing Partner and the Claimant then became the Managing Partner with access to review the financial records.

25. Sometime in 2016, the 2nd Defendant (BOLA AHMED TINUBU) told the Claimant that he (BOLA AHMED TINUBU) has received feedback that Claimant was reviewing past financial records of the 1st Defendant. That he was displeased with this action of the Claimant and therefore intends to bring the 3rd Defendant (AKIN DOHERTY) into the management of the 1st Defendant as Managing Director to take over the financial management of the company, while the Claimant should revert to his former role as Deputy Managing Director and not get involved in the financial affairs of the 1st Defendant.
26. The 2nd Defendant (BOLA AHMED TINUBU) also warned the claimant not to even think of exposing his involvement in the financial affairs of the 1st Defendant to the EFCC as the then Acting Chairman of EFCC, Ibrahim Magu, will always protect him (the 2nd Defendant)
27. The 2nd Defendant also threatened to use the agencies of the Lagos State Government such as the Lagos State Internal Revenue service(LIRS) and the Lagos State Building Control Agency (LSBCA) to harass and seize the assets of the Claimant if the Claimant ever betrayed him.
27. The Claimant, disagreed with the 2nd defendant's request that he, the Claimant, should revert to the role of a deputy. Instead the Claimant agreed with the 2nd Defendant that he will transition to a consultant to the 1st Defendant to manage the technology and get remunerated on a monthly basis for this task.
28. Thereafter, the 3rd Defendant was brought to the office premises of the 1st Defendant by Mr. TUNDE BADEJO, a partner, and introduced to the staff as the new "Managing Director" of the 1st Defendant.
29. Thereafter, MR. TUNDE BADEJO told the Claimant that if he (the Claimant) ever came to the office of the 1st Defendant he, MR. TUNDE BADEJO will terminate the life of the Claimant. This incident was reported to the police in 2018 and is under investigation.
30. When the Police commenced investigation into this complaint by the Plaintiff in 2018, the 2nd Defendant (BOLA AHMED TINUBU) interfered in the Police investigation to frustrate it.
31. On becoming the Managing Partner in 2014, the claimant sent a Board resolution to all the bankers of the 1st Defendant to remove MR. MICHAEL OLUMIDE OGUNMOLA as a signatory to all the bank accounts of the 1st Defendant.

32. Following this Board Resolution to all the banks, the Claimant and MR. TUNDE BADEJO then remained the only authorised “A” signatories of all the accounts of the 1st defendant able to sign any amount jointly.
33. Between 2014 after notices to all the banks of the removal of MR. MICHAEL OLUMIDE OGUNMOLA as signatory to the bank accounts and sometime in 2018, the Claimant and Mr. Tunde Badejo jointly operated the bank accounts of the 1st Defendant.
34. However from 2018 to date, MR. TUNDE BADEJO, the 3rd Defendant (AKIN DOHERTY) and 2nd Defendant (BOLA AHMED TINUBU) have colluded to operate the bank accounts of the 1st Defendant amongst themselves without the involvement of the Claimant contrary to the subsisting mandate which stipulate that the Claimant and MR TUNDE BADEJO jointly sign any amount as “A” signatories, apart from a limit of N10 million monthly which may be signed jointly by any “A” and a “B” signatory. The “B” signatory was designated as Mr. Bode Oluyemi, an employee of the 1st Defendant.
35. Suspicious that his signature was being forged to enable the 2nd and 3rd Defendants to operate the bank accounts of the 1st Defendant without his involvement, the Claimant explicitly wrote to all the bankers of the 1st Defendant in February of year 2020 revoking his mandate for any debit transactions.
36. The Claimant has also written to the banks to provide details of all transactions in the 1st Defendant’s accounts since inception.
37. The Claimant avers that Clause 8 of the Partnership Agreement which relates to Profit and Losses provides as follows:

“The Partnership’s profits and losses (including profits and losses of capital) shall be divided between and borne by the Partners in proportion to the shares in its capital for the time being owned by them”.
38. The Claimant avers that the 1st Defendant LLP has received from the Lagos State Government commission for its services estimated at over One hundred and fifty billion naira (N150 billion) from 2010 to date with the profits of the Partnership being that sum minus legitimate costs.

39. The Claimant avers that despite the huge income made by the 1st Defendant LLP since 2010 till the present, Messrs Tunde Badejo and Akin Doherty acting under the direction of the 2nd Defendant breached Clause 8 of the Partnership Agreement and denied the Claimant his share of the profit from the partnership as provided in the Agreement.
40. The Claimant avers that Messrs Tunde Badejo, Michael Olumide Ogunmola and Akin Doherty have colluded and conspired to run the affairs of the business in a manner designed to bankrupt the 1st Defendant through suspicious monetary transfers to 3rd parties running into billions of naira contrary to the Partnership Agreement.
41. The Claimant avers that some of the suspicious transfers to 3rd parties amongst many others unknown to the Claimant are as follows:
- a) N500,000,000 payment to SW8 Investment Ltd vide payment instruction dated the 30/12/13
 - b) \$2,989,063.33 USD payment to Summit Integrated Services Ltd vide payment instruction dated the 18/3/15.
 - c) \$1,407,000 USD payment to to Summit Integrated Services Ltd vide payment instruction dated the 18/3/15.
 - d) N25million payment to Halizview International Ltd vide payment instruction dated the 18/3/15.
 - e) N39million payment to Halizview International Ltd vide payment instruction dated the 3/3/15.
 - f) N38million payment to Halizview International Ltd vide payment instruction dated the 6/3/15.
 - g) N550million payment to Ocean Trust Ltd vide payment instruction dated the 15/5/18.
 - h) N850million payment to Ocean Trust Ltd vide payment instruction dated the 14/3/15.
 - i) N1 billion in Afkar printing Press together with Vintage Press Limited and Lagoon Press Limited in October 2017.

- j) N1 billion OCEAN AND OIL INVESTMENTS LTD (OANDO) various times
- k) N3.5 billion OCEANIC BANK (NOW ECOBANK) various times
- l) N100 million IBILE HOLDINGS LAND (PLOT 16/17 BLOCK VI ONIRU ESTATE)
- m) N500 million STARCOMMS (ARANDA RESOURCES) 100,000,000 SHARES
- n) N1.4 billion STERLING ASSET MANAGEMENT
- o) N960 million HITV 300,000,000 SHARES
- p) N11.9 billion SW8 (WEMA BANK) 30,909,090 SHARES

The Claimant shall at the trial of the suit rely on the various Letters of Instructions aforesaid.

42. The Claimant avers that on becoming the Managing Director of the 1st Defendant LLP in 2014, he undertook a review of the books of accounts of the 1st Defendant but the review was affected by the lack of adequate and in some occasions, nonexistent account records.
43. The Claimant avers that during the review of the account records of the 1st Defendant he carried out, huge sums of money that the 1st Defendant earned over the years was not reflected in the accounts of the 1st Defendant.
44. The Claimant avers that the account review alluded above revealed large scale fraudulent transactions some of which are stated above and diversion of the 1st Defendant funds running into billions of naira by the 2nd and 3rd Defendants.
45. The Claimant avers that the 3rd Defendant occupies the office of the 1st Defendant illegally through undue influence of the 2nd Defendant and is complicit with the 3rd Defendant in continuing to erode profits of proper partners in the partnership.
46. The Claimant shall contend at the trial of the suit that all actions of the 3rd Defendant acting alone or in connivance with the 2nd Defendant is a continuing violation of the Laws of Lagos State as it pertains to Partnerships as well as a violation of the Partnership Agreement through which the 1st Defendant came into existence.

47. The Claimant avers that Clauses 11.0 and 20.1 of the Partnership Agreement provides for the signing of the Annual Accounts of the Partnership by all the Partners including the Claimant to keep all necessary and proper accounts of all the partnership transactions.
48. The Claimant avers that despite the clear provisions of Clauses 11.0 and 20.1 of the Partnership Agreement alluded to above, the 2nd and 3rd Defendants acting with Mr Tunde Badejo have flagrantly breached same as no proper annual accounts have been signed by the Claimant.
49. The Claimant avers that the failure and refusal of the Defendants to deliver once every year, to the Registrar, an annual returns to be certified by the partners of the 1st Defendant which shall contain the true representation of the total assets of the partnership at the end of the preceding year, particulars of indebtedness was a violation of Section 76 of the Partnership Law.
50. The Claimant shall contend at the trial of the suit that the violations of the provisions of the Partnership Law by the Defendants is an offence and is punishable under Section 79 of the Law.
51. The Claimant avers that following the account review of the 1st Defendant and the revelations that billions of naira earned by the 1st Defendant over the years were not fully accounted for, he confronted Mr. Tunde Badejo who then admitted to him that the funds of the 1st Defendant were grossly mismanaged over the years including the diversion of the 1st Defendant funds for purported joint venture purposes at the direction of the 2nd Defendant and for the benefit of the 2nd Defendant, (BOLA AHMED TINUBU).
52. The said partner confided in the Claimant that it was the style of the 2nd Defendant to corrupt his office and extort benefits of between 70% or more from all projects on-going in Lagos State since he became Governor in 1999 to date.
53. The said partner further cited as example to the Claimant the Global Computerisation Project which is being handled by another company of his called Soft Alliance and Resources Limited and where all the payments received are diverted to the 2nd Defendant (BOLA AHMED TINUBU).
54. The Mr. Tunde Badejo also cited the case of the Land Use Charge (LUC) Project which followed a similar pattern.

55. The Claimant avers that Mr. Tunde Badejo further admitted that the diversion of the 1st Defendant funds over the years running into billions of naira into suspicious accounts was done in a “smart” way to shield the 2nd Defendant (BOLA AHMED TINUBU) from public scrutiny and to hide his assets from the Code of Conduct Bureau and the anti-corruption agencies.
56. The Claimant avers that Mr. Tunde Badejo stated that the fraudulent diversion of the 1st Defendant funds towards the purported repayment of bogus loans to banks which could not be traced to the books of the 1st Defendant and the complex nature of these transactions necessitated the poor account record keeping and in some cases, the non existence of some records and accounts.
57. The Claimant avers that these bogus loan repayments are in the main deducted at source from the Lagos State Government under a standing instruction order of the 1st Defendant that the Claimant was not aware of or consented to.
58. The Claimant is aware that these bogus loans were facilitated by Skye Bank (now called Polaris Bank) and other banks. The Claimant has written to Polaris Bank and other banks to provide all relevant information which will be presented to the court when provided.
59. The Claimant avers that after Mr. Tunde Badejo had explained the facts alluded to above to him, it became clear to him that the 1st Defendant LLP in which he holds 30% of the capital was being used for massive corruption purposes including tax evasion, bribery of government officials, diversion of the funds of the 1st Defendant and money laundering.
60. The Claimant avers that the said Mr. Tunde Badejo thereafter threatened the Claimant that his life will be in danger if he ever reveals the admitted facts to 3rd parties.
61. The Claimant avers that after a thorough and full assessment of the information he received from the said Mr. Tunde Badejo which confirmed the poor records book keeping of accounts of the 1st Defendant and in some cases, nonexistent accounts, he decided to whistle blow the fraudulent activities of the Defendants using the 1st Defendant in which the Claimant is a partner.
62. The Claimant avers that as a Partner in the 1st Defendant LLP with a 30% capital, he is entitled to the payment of his dividends from 2010 to date in accordance with Clause 8 and 11.0 of the Partnership Agreement.

Particulars of Fraud

- a) The Claimant avers that the extortion of 70% equity of the 1st Defendant from him (the Claimant) by the 2nd Defendant (BOLA AHMED TINUBU) as a pre-condition for him, the 2nd Defendant, to perform his official duties at the time was abuse of office and a fraud on the claimant.
- b) The Claimant avers that the revelations by Mr. Tunde Badejo of gross mismanagement of the funds of the 1st Defendant by over the years including the diversion of the 1st Defendant funds for purported joint venture purposes was a violation of the Partnership Law and the Partnership Agreement.
- c) The Claimant avers that Mr. Tunde Badejo's admission that the diversion of the 1st Defendant funds over the years running into billions of naira into suspicious accounts was done in a "smart" way to shield the 2nd Defendant.
- d) The Claimant avers that the fraudulent diversion of the 1st Defendant funds to the benefit of the 2nd Defendant, the purported repayment of huge sums as bank loans to banks which could not be traced to the books of the 1st Defendant and the fraudulent complex nature of these transactions necessitated the poor account record keeping and in some cases, the non existence of some accounts.
- e) The Claimant avers that the dubious and fraudulent payments made to various 3rd parties as shown in the payment instructions was meant to bankrupt the 1st Defendant and deny the payment of profit to the Claimant.
- f) The Claimant avers that the 1st Defendant LLP in which he holds 30% of the capital was being used for massive corruption purposes including tax evasion, bribery of government officials, diversion of the funds of the 1st Defendant and money laundering by the 2nd, 3rd Defendants.

63. WHEREFORE the Claimant claims against the defendants jointly and severally as follows:

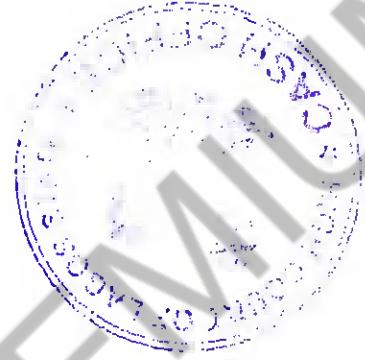
- a) An Order compelling an account of all sums due to the Claimant from 2010 till date.

- b) An Order tracing all funds and assets due to the Claimant from the inception of the 1st Defendant to date.
- c) An order of specific performance of clauses 8 and 11.0 of the Partnership Agreement that created the 1st Defendant by extant partners.
- d) An Order for payment to the Claimant by the Defendants, all sums adjudged to be due to the Claimant on the submission of the Accounts.
- e) 10% Interest on (d) above.

Dated the 2nd day of Oct 2020


Counsel to the Claimant

TADE IPADEOLA ESQ
7, NEW ADEOYO HOSPITAL ROAD
OFF RING ROAD
IBADAN
OYO STATE
sprylex@yahoo.com
Tel: 08097309652


Whose address within jurisdiction is
11, Folashade Close, Off Falolu Road,
Surulere
Lagos State.

For Service On:

1. The 1st Defendant, Alpha Beta Consulting LLP of Water House, Water Corporation Headquarters, Ijora, Lagos Lagos State.
2. The 2nd Defendant, Senator Bola Ahmed Tinubu of 26, Bourdillon Road, Ikoyi, Lagos–
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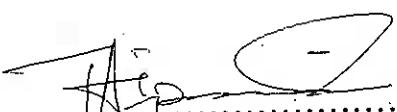
1. ALPHA-BETA CONSULTING LLP
2. SENATOR BOLA AHMED TINUBU
3. MR. AKIN DOHERTY

DEFENDANTS

CLAIMANT'S LIST OF WITNESSES TO BE CALLED AT THE TRIAL

1. MR. LANRE BAMKOLE
2. MR. DAPO APARA

Dated this 2nd day of October 2020.


TADE IYADEOLA ESQ
7, NEW ADEOYO HOSPITAL ROAD
OFF RING ROAD
IBADAN
OYO STATE
sprylex@yahoo.com
Tel: 08097309652



Whose address within jurisdiction is
11, Folashade Close, Off Falolu Road,
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3. MR. AKIN DOHERTY

DEFENDANTS

CLAIMANT'S WITNESS STATEMENT ON OATH

I, Lanre Bamkole, Nigerian, male, business man of 27, Oduwobi Street, Ilupeju, Lagos do hereby make oath and state as follows:

1. That I am an attorney of the Claimant and by that reason I am familiar with the facts herein deposed to. The special power of attorney given to me by the Claimant and dated the 5th day of August 2018 is hereby pleaded.
2. The 1st Defendant is a Limited Liability Partnership that was registered in 2010 under the Partnership Law of Lagos State with its office at Water House, Water Corporation Headquarters, Ijora, Lagos.
3. The 2nd Defendant is a politician and former Governor of Lagos State between 1999 and 2007 who at all material times to this suit was a controlling interest of the 1st Defendant while hiding his involvement in the 1st Defendant from the public.
4. The 3rd Defendant parades himself as the Managing Director/Managing Partner of the 1st Defendant contrary to the provisions of the Partnership Agreement with his office at Water House, Water Corporation Headquarters, Ijora, Lagos.

5. The 3rd Defendant is not one of the Partners of the 1st Defendant LLP but was also a former Commissioner of Finance under the administration of the 2nd Defendant Bola Ahmed Tinubu.
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9. The Claimant avers that from inception of the 1st Defendant, the 2nd Defendant has been in control of the affairs of the 1st Defendant and that from the year 2018, **AKIN DOHERTY**, the 3rd Defendant and **SENATOR BOLA AHMED TINUBU**, the 2nd Defendant have assumed firm control of the financial management of the firm to the exclusion of the Claimant.
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17. The Claimant avers that after the incorporation of Alpha-Beta Consulting Ltd in 2002 and structured according to the dictates of the 2nd Defendant (**BOLA AHMED TINUBU**), the 2nd Defendant in his official capacity as the Governor of Lagos State then approved that Alpha-Beta Consulting Ltd be awarded consultancy contract for the assessment and collection on behalf of the Lagos State Government, all taxes and Internally Generated Revenue (IGR)

due and payable to the State at a 10% consultancy fee (subject to a benchmark which varies from time to time).

18. The Claimant avers that due to the technological innovation that was deployed by him, the Internally Generated Revenue of the State grew from a base of about N10billion per annum in 2002 to over N300bn in 2019.
19. In year 2010 or thereabout, the 2nd Defendant (BOLA AHMED TINUBU) directed that the incorporation structure of the Alpha-Beta Consulting Ltd be changed from a limited liability company to a limited liability partnership under a newly promulgated law of the Lagos State Government. The 2nd defendant explained to the Claimant that the purpose was to further shield the 2nd Defendant, (BOLA AHMED TINUBU'S) involvement in Alpha-Beta Consulting Ltd from public scrutiny.
20. The Claimant avers that in 2010, based on this directive by the 2nd Defendant (BOLA AHMED TINUBU), the 1st Defendant was registered as a Limited Liability Partnership to carry on business as information and communication technology consultants and provide high quality, value added information solutions to private and public institutions.
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The Claimant shall at the trial of the suit rely on the Certificate of Registration and the Partnership Agreement.

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24. The Claimant avers that in 2014 the 2nd Defendant directed that Mr. Michael Olumide Ogunmola should cease being the Managing Partner and the Claimant then became the Managing Partner with access to review the financial records.

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27. The Claimant, disagreed with the 2nd defendant's request that he, the Claimant, should revert to the role of a deputy. Instead the Claimant agreed with the 2nd Defendant that he will transition to a consultant to the 1st Defendant to manage the technology and get remunerated on a monthly basis for this task.
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29. Thereafter, MR. TUNDE BADEJO told the Claimant that if he (the Claimant) ever came to the office of the 1st Defendant he, MR. TUNDE BADEJO will terminate the life of the Claimant. This incident was reported to the police in 2018 and is under investigation.
30. When the Police commenced investigation into this complaint by the Plaintiff in 2018, the 2nd Defendant (BOLA AHMED TINUBU) interfered in the Police investigation to frustrate it.
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32. Following this Board Resolution to all the banks, the Claimant and MR. TUNDE BADEJO then remained the only authorised “A” signatories of all the accounts of the 1st defendant able to sign any amount jointly.
33. Between 2014 after notices to all the banks of the removal of MR. MICHAEL OLUMIDE OGUNMOLA as signatory to the bank accounts and sometime in 2018, the Claimant and Mr. Tunde Badejo jointly operated the bank accounts of the 1st Defendant.
34. However from 2018 to date, MR. TUNDE BADEJO, the 3rd Defendant (AKIN DOHERTY) and 2nd Defendant (BOLA AHMED TINUBU) have colluded to operate the bank accounts of the 1st Defendant amongst themselves without the involvement of the Claimant contrary to the subsisting mandate which stipulate that the Claimant and MR TUNDE BADEJO jointly sign any amount as “A” signatories, apart from a limit of N10 million monthly which may be signed jointly by any “A” and a “B” signatory. The “B” signatory was designated as Mr. Bode Oluyemi, an employee of the 1st Defendant.
35. Suspicious that his signature was being forged to enable the 2nd and 3rd Defendants to operate the bank accounts of the 1st Defendant without his involvement, the Claimant explicitly wrote to all the bankers of the 1st Defendant in February of year 2020 revoking his mandate for any debit transactions.
36. The Claimant has also written to the banks to provide details of all transactions in the 1st Defendant’s accounts since inception.
37. The Claimant avers that Clause 8 of the Partnership Agreement which relates to Profit and Losses provides as follows:

“The Partnership’s profits and losses (including profits and losses of capital) shall be divided between and borne by the Partners in proportion to the shares in its capital for the time being owned by them”.
38. The Claimant avers that the 1st Defendant LLP has received from the Lagos State Government commission for its services estimated at over One hundred and fifty billion naira (N150 billion) from 2010 to date with the profits of the Partnership being that sum minus legitimate costs.

39. The Claimant avers that despite the huge income made by the 1st Defendant LLP since 2010 till the present, Messrs Tunde Badejo and Akin Doherty acting under the direction of the 2nd Defendant breached Clause 8 of the Partnership Agreement and denied the Claimant his share of the profit from the partnership as provided in the Agreement.
40. The Claimant avers that Messrs Tunde Badejo, Michael Olumide Ogunmola and Akin Doherty have colluded and conspired to run the affairs of the business in a manner designed to bankrupt the 1st Defendant through suspicious monetary transfers to 3rd parties running into billions of naira contrary to the Partnership Agreement.
41. The Claimant avers that some of the suspicious transfers to 3rd parties amongst many others unknown to the Claimant are as follows:
- a) N500,000,000 payment to SW8 Investment Ltd vide payment instruction dated the 30/12/13
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The Claimant shall at the trial of the suit rely on the various Letters of Instructions aforesaid.

42. The Claimant avers that on becoming the Managing Director of the 1st Defendant LLP in 2014, he undertook a review of the books of accounts of the 1st Defendant but the review was affected by the lack of adequate and in some occasions, nonexistent account records.
43. The Claimant avers that during the review of the account records of the 1st Defendant he carried out, huge sums of money that the 1st Defendant earned over the years was not reflected in the accounts of the 1st Defendant.
44. The Claimant avers that the account review alluded above revealed large scale fraudulent transactions some of which are stated above and diversion of the 1st Defendant funds running into billions of naira by the 2nd and 3rd Defendants.
45. The Claimant avers that the 3rd Defendant occupies the office of the 1st Defendant illegally through undue influence of the 2nd Defendant and is complicit with the 3rd Defendant in continuing to erode profits of proper partners in the partnership.
46. The Claimant shall contend at the trial of the suit that all actions of the 3rd Defendant acting alone or in connivance with the 2nd Defendant is a continuing violation of the Laws of Lagos State as it pertains to Partnerships as well as a violation of the Partnership Agreement through which the 1st Defendant came into existence.

47. The Claimant avers that Clauses 11.0 and 20.1 of the Partnership Agreement provides for the signing of the Annual Accounts of the Partnership by all the Partners including the Claimant to keep all necessary and proper accounts of all the partnership transactions.
48. The Claimant avers that despite the clear provisions of Clauses 11.0 and 20.1 of the Partnership Agreement alluded to above, the 2nd and 3rd Defendants acting with Mr Tunde Badejo have flagrantly breached same as no proper annual accounts have been signed by the Claimant.
49. The Claimant avers that the failure and refusal of the Defendants to deliver once every year, to the Registrar, an annual returns to be certified by the partners of the 1st Defendant which shall contain the true representation of the total assets of the partnership at the end of the preceding year, particulars of indebtedness was a violation of Section 76 of the Partnership Law.
50. The Claimant shall contend at the trial of the suit that the violations of the provisions of the Partnership Law by the Defendants is an offence and is punishable under Section 79 of the Law.
51. The Claimant avers that following the account review of the 1st Defendant and the revelations that billions of naira earned by the 1st Defendant over the years were not fully accounted for, he confronted Mr. Tunde Badejo who then admitted to him that the funds of the 1st Defendant were grossly mismanaged over the years including the diversion of the 1st Defendant funds for purported joint venture purposes at the direction of the 2nd Defendant and for the benefit of the 2nd Defendant, (BOLA AHMED TINUBU).
52. The said partner confided in the Claimant that it was the style of the 2nd Defendant to corrupt his office and extort benefits of between 70% or more from all projects on-going in Lagos State since he became Governor in 1999 to date.
53. The said partner further cited as example to the Claimant the Global Computerisation Project which is being handled by another company of his called Soft Alliance and Resources Limited and where all the payments received are diverted to the 2nd Defendant (BOLA AHMED TINUBU).
54. The Mr. Tunde Badejo also cited the case of the Land Use Charge (LUC) Project which followed a similar pattern.

55. The Claimant avers that Mr. Tunde Badejo further admitted that the diversion of the 1st Defendant funds over the years running into billions of naira into suspicious accounts was done in a “smart” way to shield the 2nd Defendant (BOLA AHMED TINUBU) from public scrutiny and to hide his assets from the Code of Conduct Bureau and the anti-corruption agencies.
56. The Claimant avers that Mr. Tunde Badejo stated that the fraudulent diversion of the 1st Defendant funds towards the purported repayment of bogus loans to banks which could not be traced to the books of the 1st Defendant and the complex nature of these transactions necessitated the poor account record keeping and in some cases, the non existence of some records and accounts.
57. The Claimant avers that these bogus loan repayments are in the main deducted at source from the Lagos State Government under a standing instruction order of the 1st Defendant that the Claimant was not aware of or consented to.
58. The Claimant is aware that these bogus loans were facilitated by Skye Bank (now called Polaris Bank) and other banks. The Claimant has written to Polaris Bank and other banks to provide all relevant information which will be presented to the court when provided.
59. The Claimant avers that after Mr. Tunde Badejo had explained the facts alluded to above to him, it became clear to him that the 1st Defendant LLP in which he holds 30% of the capital was being used for massive corruption purposes including tax evasion, bribery of government officials, diversion of the funds of the 1st Defendant and money laundering.
60. The Claimant avers that the said Mr. Tunde Badejo thereafter threatened the Claimant that his life will be in danger if he ever reveals the admitted facts to 3rd parties.
61. The Claimant avers that after a thorough and full assessment of the information he received from the said Mr. Tunde Badejo which confirmed the poor records book keeping of accounts of the 1st Defendant and in some cases, nonexistent accounts, he decided to whistle blow the fraudulent activities of the Defendants using the 1st Defendant in which the Claimant is a partner.
62. The Claimant avers that as a Partner in the 1st Defendant LLP with a 30% capital, he is entitled to the payment of his dividends from 2010 to date in accordance with Clause 8 and 11.0 of the Partnership Agreement.

Particulars of Fraud

- a) The Claimant avers that the extortion of 70% equity of the 1st Defendant from him (the Claimant) by the 2nd Defendant (BOLA AHMED TINUBU) as a pre-condition for him, the 2nd Defendant, to perform his official duties at the time was abuse of office and a fraud on the claimant.
- b) The Claimant avers that the revelations by Mr. Tunde Badejo of gross mismanagement of the funds of the 1st Defendant by over the years including the diversion of the 1st Defendant funds for purported joint venture purposes was a violation of the Partnership Law and the Partnership Agreement.
- c) The Claimant avers that Mr. Tunde Badejo's admission that the diversion of the 1st Defendant funds over the years running into billions of naira into suspicious accounts was done in a "smart" way to shield the 2nd Defendant.
- d) The Claimant avers that the fraudulent diversion of the 1st Defendant funds to the benefit of the 2nd Defendant, the purported repayment of huge sums as bank loans to banks which could not be traced to the books of the 1st Defendant and the fraudulent complex nature of these transactions necessitated the poor account record keeping and in some cases, the non existence of some accounts.
- e) The Claimant avers that the dubious and fraudulent payments made to various 3rd parties as shown in the payment instructions was meant to bankrupt the 1st Defendant and deny the payment of profit to the Claimant.
- f) The Claimant avers that the 1st Defendant LLP in which he holds 30% of the capital was being used for massive corruption purposes including tax evasion, bribery of government officials, diversion of the funds of the 1st Defendant and money laundering by the 2nd and 3rd Defendants.

63. **WHEREFORE** the Claimant prays the Honourable Court thus:

- a) An Order compelling an account of all sums due to the Claimant from 2010 till date.
- b) An Order tracing all funds and assets due to the Claimant from the inception of the 1st Defendant to date.

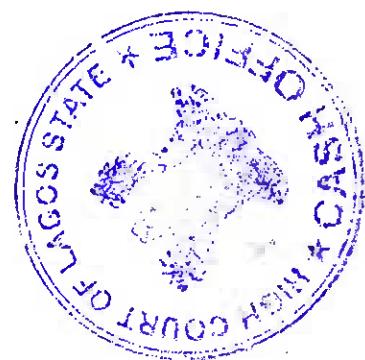
- c. An order of specific performance of clauses 8 and 11.0 of the Partnership Agreement that created the 1st Defendant by extant partners.
- d. An Order for payment to the Claimant by the Defendants, all sums adjudged to be due to the Claimant on the submission of the Accounts.
- e. 10% Interest on (d) above.

[Signature]
DEPONENT

Sworn to at Lagos

This 2nd day of October 2020.

BEFORE ME
BALOGUN O.
COMMISSIONER FOR OATHS
HIGH COURT LAGOS
COMMISIONER FOR OATHS



IN THE HIGH COURT OF LAGOS STATE
IN THE IKEJA JUDICIAL DIVISION
HOLDEN AT IKEJA

SUIT NO:

BETWEEN:

MR OLADAPO APARA CLAIMANT
(Trading under the name and style
Infiniti Systems Enterprises)

AND

1. ALPHA-BETA CONSULTING LLP
2. SENATOR BOLA AHMED TINUBU DEFENDANTS
3. MR. AKIN DOHERTY

CLAIMANT'S WITNESS STATEMENT ON OATH

I, Dapo Apara, Nigerian, male, Chartered Accountant of 27, Oduwobi Street, Ilupeju, Lagos do hereby make oath and state as follows:

1. That I am the Claimant in this suit.
2. The 1st Defendant is a Limited Liability Partnership that was registered in 2010 under the Partnership Law of Lagos State with its office at Water House, Water Corporation Headquarters, Ijora, Lagos.
3. The 2nd Defendant is a politician and former Governor of Lagos State between 1999 and 2007 who at all material times to this suit was a controlling interest of the 1st Defendant while hiding his involvement in the 1st Defendant from the public.
4. The 3rd Defendant parades himself as the Managing Director/Managing Partner of the 1st Defendant contrary to the provisions of the Partnership Agreement with his office at Water House, Water Corporation Headquarters, Ijora, Lagos.

5. The 3rd Defendant is not one of the Partners of the 1st Defendant LLP but was also a former Commissioner of Finance under the administration of the 2nd Defendant Bola Ahmed Tinubu.
6. The main business of the 1st Defendant is and has been the computation, tracking and reconciliation of Internally Generated Revenue in Lagos State in return for a commission.
7. The 2nd Defendant has directed and dictated the affairs of the 1st Defendant to divert assets of the 1st Defendant to his (the 2nd Defendant) benefit and to the detriment of the Claimant.
8. The Claimant avers that the ownership of the 1st Defendant and the percentage of the capital contributed by the partners including the Claimant are as follows:
 - Dapo Apara (Trading under the name and style Infiniti Systems Enterprises) 30%
 - Michael Olumide Ogunmola (Trading under the name and style Momo Consulting) 40%
 - Tunde Badejo (Trading under the name and style Ebo Consult) 15%
 - Tunde Badejo (Trading under the name and style Intergrev Services) 15%
9. The Claimant avers that from inception of the 1st Defendant, the 2nd Defendant has been in control of the affairs of the 1st Defendant and that from the year 2018, **AKIN DOHERTY**, the 3rd Defendant and **SENATOR BOLA AHMED TINUBU**, the 2nd Defendant have assumed firm control of the financial management of the firm to the exclusion of the Claimant.
10. The Claimant avers that sometime in 2000, he solely conceived, prepared and presented a proposal to the Lagos State Government on providing consultancy services using his firm, Infiniti Systems Enterprises, (the Claimant) with respect to using computerisation to track and reconcile the Internally Generated Revenue of the State (IGR).

11. The Claimant avers that following the presentation of his proposal to the Lagos State Government, the 2nd Defendant (**BOLA AHMED TINUBU**) who was at the time the Governor of Lagos State demanded that 70% equity interest in the project be assigned to a certain Olumide Ogunmola before he, the 2nd Defendant will approve the project.
12. The Claimant avers that he then met the said Olumide Ogunmola (who he had never met before) and it was agreed that a limited liability company be incorporated in which the Claimant will hold 30% shares while Olumide Ogunmola and his partners will hold 70% of the shares of the company.
13. The Claimant avers that following the agreement alluded to above; Alpha Beta Consulting Limited was incorporated in 2002 with the following shareholding ratio:

• Dapo Apara	30%
• Olumide Ogunmola	40%
• Adegboyega Oyetola	30%
14. The Claimant avers that upon the commencement of business operations, the 2nd Defendant (**BOLA AHMED TINUBU**) directed that the 30% shareholding of Adegboyega Oyetola be transferred to one Mr. TUNDE BADEJO. This was done.
15. The Claimant avers that although he was a signatory to all the bank accounts of the 1st Defendant, payments from the bank accounts of the 1st Defendant required only 2 signatories which was mostly handled between the other two partners, Messrs Michael Olumide Ogunmola and Tunde Badejo.
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- 46. The Claimant shall contend at the trial of the suit that all actions of the 3rd Defendant acting alone or in connivance with the 2nd Defendant is a continuing violation of the Laws of Lagos State as it pertains to Partnerships as well as a violation of the Partnership Agreement through which the 1st Defendant came into existence.

47. The Claimant avers that Clauses 11.0 and 20.1 of the Partnership Agreement provides for the signing of the Annual Accounts of the Partnership by all the Partners including the Claimant to keep all necessary and proper accounts of all the partnership transactions.
48. The Claimant avers that despite the clear provisions of Clauses 11.0 and 20.1 of the Partnership Agreement alluded to above, the 2nd and 3rd Defendants acting with Mr Tunde Badejo have flagrantly breached same as no proper annual accounts have been signed by the Claimant.
49. The Claimant avers that the failure and refusal of the Defendants to deliver once every year, to the Registrar, an annual returns to be certified by the partners of the 1st Defendant which shall contain the true representation of the total assets of the partnership at the end of the preceding year, particulars of indebtedness was a violation of Section 76 of the Partnership Law.
50. The Claimant shall contend at the trial of the suit that the violations of the provisions of the Partnership Law by the Defendants is an offence and is punishable under Section 79 of the Law.
51. The Claimant avers that following the account review of the 1st Defendant and the revelations that billions of naira earned by the 1st Defendant over the years were not fully accounted for, he confronted Mr. Tunde Badejo who then admitted to him that the funds of the 1st Defendant were grossly mismanaged over the years including the diversion of the 1st Defendant funds for purported joint venture purposes at the direction of the 2nd Defendant and for the benefit of the 2nd Defendant, (BOLA AHMED TINUBU).
52. The said partner confided in the Claimant that it was the style of the 2nd Defendant to corrupt his office and extort benefits of between 70% or more from all projects on-going in Lagos State since he became Governor in 1999 to date.
53. The said partner further cited as example to the Claimant the Global Computerisation Project which is being handled by another company of his called Soft Alliance and Resources Limited and where all the payments received are diverted to the 2nd Defendant (BOLA AHMED TINUBU).
54. The Mr. Tunde Badejo also cited the case of the Land Use Charge (LUC) Project which followed a similar pattern.

55. The Claimant avers that Mr. Tunde Badejo further admitted that the diversion of the 1st Defendant funds over the years running into billions of naira into suspicious accounts was done in a “smart” way to shield the 2nd Defendant (BOLA AHMED TINUBU) from public scrutiny and to hide his assets from the Code of Conduct Bureau and the anti-corruption agencies.
56. The Claimant avers that Mr. Tunde Badejo stated that the fraudulent diversion of the 1st Defendant funds towards the purported repayment of bogus loans to banks which could not be traced to the books of the 1st Defendant and the complex nature of these transactions necessitated the poor account record keeping and in some cases, the non existence of some records and accounts.
57. The Claimant avers that these bogus loan repayments are in the main deducted at source from the Lagos State Government under a standing instruction order of the 1st Defendant that the Claimant was not aware of or consented to.
58. The Claimant is aware that these bogus loans were facilitated by Skye Bank (now called Polaris Bank) and other banks. The Claimant has written to Polaris Bank and other banks to provide all relevant information which will be presented to the court when provided.
59. The Claimant avers that after Mr. Tunde Badejo had explained the facts alluded to above to him, it became clear to him that the 1st Defendant LLP in which he holds 30% of the capital was being used for massive corruption purposes including tax evasion, bribery of government officials, diversion of the funds of the 1st Defendant and money laundering.
60. The Claimant avers that the said Mr. Tunde Badejo thereafter threatened the Claimant that his life will be in danger if he ever reveals the admitted facts to 3rd parties.
61. The Claimant avers that after a thorough and full assessment of the information he received from the said Mr. Tunde Badejo which confirmed the poor records book keeping of accounts of the 1st Defendant and in some cases, nonexistent accounts, he decided to whistle blow the fraudulent activities of the Defendants using the 1st Defendant in which the Claimant is a partner.
62. The Claimant avers that as a Partner in the 1st Defendant LLP with a 30% capital, he is entitled to the payment of his dividends from 2010 to date in accordance with Clause 8 and 11.0 of the Partnership Agreement.

Particulars of Fraud

- a) The Claimant avers that the extortion of 70% equity of the 1st Defendant from him (the Claimant) by the 2nd Defendant (BOLA AHMED TINUBU) as a pre-condition for him, the 2nd Defendant, to perform his official duties at the time was abuse of office and a fraud on the claimant.
- b) The Claimant avers that the revelations by Mr. Tunde Badejo of gross mismanagement of the funds of the 1st Defendant by over the years including the diversion of the 1st Defendant funds for purported joint venture purposes was a violation of the Partnership Law and the Partnership Agreement.
- c) The Claimant avers that Mr. Tunde Badejo's admission that the diversion of the 1st Defendant funds over the years running into billions of naira into suspicious accounts was done in a "smart" way to shield the 2nd Defendant.
- d) The Claimant avers that the fraudulent diversion of the 1st Defendant funds to the benefit of the 2nd Defendant, the purported repayment of huge sums as bank loans to banks which could not be traced to the books of the 1st Defendant and the fraudulent complex nature of these transactions necessitated the poor account record keeping and in some cases, the non existence of some accounts.
- e) The Claimant avers that the dubious and fraudulent payments made to various 3rd parties as shown in the payment instructions was meant to bankrupt the 1st Defendant and deny the payment of profit to the Claimant.
- f) The Claimant avers that the 1st Defendant LLP in which he holds 30% of the capital was being used for massive corruption purposes including tax evasion, bribery of government officials, diversion of the funds of the 1st Defendant and money laundering by the 2nd and 3rd Defendants.

63. **WHEREFORE** the Claimant prays the Honourable Court thus:

- a) An Order compelling an account of all sums due to the Claimant from 2010 till date.
- b) An Order tracing all funds and assets due to the Claimant from the inception of the 1st Defendant to date.

- c. An order of specific performance of clauses 8 and 11.0 of the Partnership Agreement that created the 1st Defendant by extant partners.
- d. An Order for payment to the Claimant by the Defendants, all sums adjudged to be due to the Claimant on the submission of the Accounts.
- e. 10% Interest on (d) above.



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DEPONENT

Sworn to at Lagos

This 2nd day of October 2020.

BEFORE ME

COMMISIONER FOR OATHS

