



CHIEF OLEPHIRI FRANKLIN IGOMA (JP) UWEMA (PARAMOUNT RULER) AMINIGBOKO COMMUNITY

AMINIGBOKO COMMUNITY
EMUGHAN DISTRICT
ABUA/ODUAL L.G.A
RIVERS STATE

C/o The Secretary to The Palace
Ipah Royal House,
Akiri Family
Aminigboko, Abua
Tel: 08056050981
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Our Ref: UAP/ACA/02/DEC2020

Your Ref:

Date: 21st December, 2020

SPECIFIC INSTANCE OECD GUIDELINES FOR MULTINATIONAL ENTERPRISES

Failure of Daewoo Nigeria Limited to Obey International Best Practices & The OECD Guidelines While Instigating a Crisis in the Akiri Family / Ogbolo Family and Aminigboko Community in Emughan Clan of Abua/Odual Local Government Area of Rivers State, Nigeria Due to Sitting of Fabrication Yard and Construction of Enwhe East & Enwhe West Manifolds for Shell's Enwhe Field Development Project – Gbaran Phase 3.

Appeal for Urgent Intervention & Mediation in Order to Ensure Proper Policy Implementation and to Avert Further Breakdown of Law and Order.

Presented to:

The National Contact Point of Korea
Samseong-dong, Trade Tower
43rd Floor, 511, Yeongdong-daero
Gangnam-gu, Seoul, 06164
Republic of Korea.
koreancp@kcab.or.kr.

Concerning:

Daewoo Nigeria Limited
Onne Bori Road June
Elemo Ebubu Road
Port Harcourt, Rivers State,
Nigeria.

Daewoo E & C
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Eulji-ro, Jung-gu, Seoul
Republic of South Korea
Tel: +820222883114

Submitted by:

Chief Olephiri Franklin Igoma (JP)
Uwema (Paramount Traditional Ruler) Aminigboko Community
Emughan Clan
Abua/Odual Local Government Area,
Rivers State,
Nigeria.

And Aminigboko Council of Chiefs and Elders, and Community Development Committee.

Forward all correspondence through the office of The Secretary to The Palace of Uwema Aminigboko Community.

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Chief Olephiri Franklin Igoma (JP)
Uwema Aminigboko Community-Abua
08073456996

Chief Memoye Sunday Igoma
Otum - Oola-Eghun Akiri

Chief Godpower Akari
Ag. Chief Thankyou Wariboko Akari
Oola-Eghun Ogbolo

Oola-Eghun Ukwo

Chief M.B. Osila
Oola-Eghun Atian

SUMMARY OF THE SPECIFIC INSTANCE:

The Uwema (Paramount Traditional Ruler) Aminigboko Community, Chiefs, Council of Chiefs & Elders, and Community Development Committee in Aminigboko Community, Emughan Clan, Abua/Odual Local Government Area of Rivers State, Nigeria, files this specific instance against Daewoo Nigeria Limited. We believe Daewoo Nigeria Limited has breached the OECD Guidelines for Multinational Enterprise in their operation of sitting Fabrication Yard and construction of Manifolds in Enwhe East/Enwhe West following Shell Enwhe Field Development Project – Gbaran Phase 3 of OML 22.

The Project location is in Aminigboko Community, Emughan Clan, Abua/Odual Local Government Area of Rivers State, Nigeria. As a result, this project has negatively impacted our peaceful co-existence, cultural and traditional systems, our human rights, families/community existing interface structure, our fundamental labour rights, and have destroyed our sacred/heritage site.

SPECIFIC VIOLATION BY DAEWOO NIGERIA LIMITED INCLUDES:

- Decline to engage/consult with Chief/Head of landowning families (Akiro and Ogbolo Families) in Aminigboko Community.
- Daewoo Nigeria Limited forcefully entered into the land of Akiro and Ogbolo Families with military protection, without engagement and/or consent.
- Decline to conduct stakeholders engagement with landowning families and Aminigboko Community, and refusal to grant audience request for community engagement and attend to our plights.
- Daewoo Nigeria Limited decline to approve a community recommended Community Affairs and Security (CAS) representative, Public Relation Officer (PRO), and Community Liaison Officer (CLO) for the project.
- Decline to develop skills (capacity building) to be engaged in ongoing project and beyond.
- Daewoo Nigeria Limited decline to conclude ongoing negotiation with Chief/Head of Akiro and Ogbolo Families (Aminigboko Community) for Freedom To Operate (FTO) / Community Trust & Support (CTS) agreement as regards Enwhe East/Enwhe West Manifold Construction.
- Discharge of effluent with yet to be ascertained chemical content from Fabrication Yard into the neighbourhood.
- Daewoo Nigeria Limited operating without Environmental Impact Assessment (EIA) Final Report of Shell Enwhe Field Development Project – Gbaran Phase 3.
- Meddling in Chieftaincy/Traditional stool of Akiro Family – Aminigboko Community.
- Daewoo Nigeria Limited operating without agreement duly signed by Chiefs/Heads of Akiro and Ogbolo Families (landowning families).
- Daewoo Nigeria Limited excavated a massive borrow pit at the forcefully occupied Fabrication Yard and decline to disclose the chemical content of the pit and its impact on the ground water.

The complaint listed above cover the period of February 2019 until present. We request that the South Korea NCP play a positive role by offering its good office's and services to facilitate dialogue and help resolve the ongoing crisis in the Aminigboko Community carried out by

Daewoo Nigeria Limited. Daewoo Nigeria Limited Community Affairs and Security Manager has ignored all of our couriered letters, which leaves us out of other options.

ABOUT DAEWOO NIGERIA LIMITED AND DAEWOO E & C, SOUTH KOREA:

According to Daewoo Nigeria Limited website, Daewoo Nigeria Limited is a subsidiary of Daewoo E & C, South Korea. It was registered on the 18th August, 1978 with registered office at 10, Lagoon Avenue, Osborne, Ikoyi, Lagos and operational head office at Onne/Bori Road Junction, Port Harcourt.

Daewoo Nigeria Limited has permits to operate in various special categories in the Nigeria Oil and Gas sector by the Department of Petroleum Resources (DPR) namely: Pipeline services, Construction services, Pipeline maintenance services, Calibration Services, Heavy Duty Equipment supply services, Maintenance Services, Dredging services, and Integrity Test services.

Daewoo Nigeria Limited has delivered projects in the development of Oil and Gas infrastructures in Nigeria e.g. Central Processing Facilities, Fertilizer Plants, Pipeline, Nigeria Liquefied Natural Gas Limited Train etc.

The global headquarters of Daewoo E & C is located in South Korea.

DETAILED COMPLAINT AND BREACHES OF THE OECD GUIDELINES:

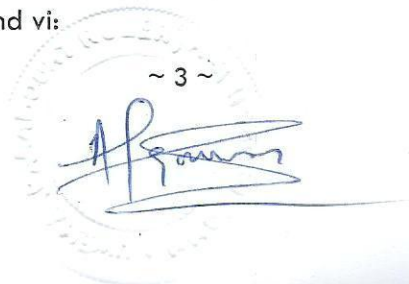
Daewoo Nigeria Limited forcefully entered the land of Akiro Family – Aminigboko Community under heavily armed security men. The Chief/Head of Akiro Family through the Akiro Family solicitor formally write The Manager, Daewoo E & C DN-65, Daewoo Nigeria Limited via letter dated 19th February, 2019 reference number UW/CG/2019/014 on notice of ownership of the land of Akiro Family.

Daewoo Nigeria Limited through its solicitor replied Akiro Family solicitor through letter dated 1st March, 2019. Akiro Family replied Daewoo Nigeria Limited solicitor through its solicitor's letter dated 6th March, 2019 reference number UW/CG/2019/020.

On 13th March, 2019, Daewoo Nigeria Limited forcefully, under heavily armed security cover, commenced bush clearing/grading, destroyed properties, sacred/heritage sites, fenced and occupied the land of Akiro Family till this date, for use as Fabrication yard without any engagement/consent/agreement duly signed by Chief/Head of Akiro Family (Aminigboko Community) and have not paid for the forcefully occupied land.

In a related development, Daewoo Nigeria Limited declined to conclude ongoing negotiation with Chiefs/Heads of Akiro and Ogbolo Families (Aminigboko Community) for Community Trust & Support (CTS) / Freedom To Operate (FTO) agreement as regards Enwhe East and Enwhe West Manifold Construction and instead carried out the following activities listed below. As the traditional ruler of Aminigboko Community, Chief Olephiri Franklin Igoma (JP), the Uwema of Aminigboko Community, Emughan Clan, hereby file a specific instance against Daewoo E & C for operating in violation of the 2000 and 2011 OECD Guidelines for Multinational Enterprises, the Guidelines in relation to the violation of Human Rights, Employments, Environmental and others resulting from oil & gas exploration in Nigeria. We request the South Korea National Contact Point (NCP) to address these breaches to remedy and address our complaint relating to the Guidelines Chapter i, ii, iii, iv, v, and vi:

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A handwritten signature in blue ink is written over a circular stamp. The stamp contains some illegible text around its perimeter. The signature appears to be 'A. Igoma'.

1. Daewoo Nigeria Limited on 13th March, 2019 forcefully entered the land of Akiro Family – Aminigboko Community under heavily armed security men and commenced bush clearing, destruction of properties, desecrating our land, destruction of sacred/heritage site, all without the consultation/consent/approval of the chief/head of Akiro Family, and have not paid for the forcefully occupied land. ***This is in violation of Chapter Two (2) paragraph A11, A14, A15, which states that Enterprises should avoid causing or contributing to adverse impact in their own activities, and addressing them when they do occur, engage in meaningful consultation with local communities and other relevant stakeholders, abstain from improper involvement in local political activities.***
2. Daewoo Nigeria Limited declined to interact with the Aminigboko Community and Akiro Family rulership/leadership despite request for engagement since inception on 19th February, 2019. Hence there has been no meaningful and productive landowning family/community engagement by Daewoo Nigeria Limited with the Aminigboko Community/Akiro Family for the siting of Fabrication Yard. ***This is in violation of Chapter Two (2) paragraph A14, A6, which states that Enterprises should engage in meaningful consultation with local communities, workers and other relevant stakeholders; uphold and apply good corporate governance principles and practices.***
3. Daewoo Nigeria Limited declined to enter into agreement with Akiro Family/Aminigboko Community for the siting of Fabrication Yard. Under heavily armed security men, the company have forcefully occupied the land of Akiro Family for fabrication yard, and declined to engage Akiro Family/Aminigboko Community with documented agreement till this date. ***This also violates Chapter Two (2) paragraph A14, Chapter three (3) paragraph 1, which states that Enterprises should engage in meaningful consultation with local communities, workers and other relevant stakeholders, disclose timely and accurate information on all materials matters concerning their activities, structure, financial situation and performance.***
4. Daewoo Nigeria Limited declined to pay for the forcefully occupied land, destroyed properties, sacred heritage site and cleanse the desecrated land. ***This is in violation of Chapter Two (2) paragraph A11, Chapter Four (4) paragraph two (2), which states that Enterprises avoid causing or contributing to adverse impacts in their own activities, and addressing them when they do occur.***
5. Daewoo Nigeria Limited commenced the operation of Fabrication Yard Construction without the release of Shell's Enwhe Environmental Impact Assessment (EIA) Final Report. ***This is in violation of Chapter Three (3) paragraph 1, Chapter Six (6) paragraph 3, which states that Enterprises should disclose timely and accurate information on all materials matters concerning their activities, structure, financial situation and performances, also prepare an Environmental Impact Assessment (EIA) when impact may be significant and when subject to a decision by a competent authority.***
6. Daewoo Nigeria Limited carried out mobilization/movement of equipments and personnel without alternative plan for income generation for loss of livelihood following forceful occupation of Akiro Family land for use as fabrication yard. ***This is in violation of Chapter Two (2) paragraph 1, which states that Enterprises should contribute to economic, environmental and social progress with a view to achieving sustainable development.***
7. Mobilization phase of Daewoo Nigeria Limited activities has damaged Ochiba to Okana Road (infrastructure) currently impassable. There is disconnect between Emughan communities and the rest of Abua; movement and transportation of farm produce becomes even more



- difficult. Daewoo Nigeria Limited declined to rehabilitate/upgrade the damaged road. ***This is in violation of guidelines Chapter Two (2) paragraph A11, Chapter Four (4) paragraph (2, 6).***
8. Daewoo Nigeria Limited declined to carryout any mitigation during mobilization and ongoing construction phase (Manifolds), making indigenes of Aminigboko Community going through untold hardship. ***This is in violation of guidelines Chapter Two (2) paragraph 1 that states Enterprises should contribute to economic, environmental and social progress with a view to achieving sustainable development.***
 9. Daewoo Nigeria Limited has awarded all community content contracts to third parties/cronies without engaging local contractors through the Aminigboko Community rulership/leadership, Community Development Committee, and Aminigboko Business Community, thereby denying our community of project sustainable benefits and entrepreneur development. ***This is in total disregard to the Nigeria Content Development and Monitoring Board Act 2010, and the Community Content Guideline that mandates the companies to engage the community contractors; section 27 and 28, guidelines Chapter One (1) paragraph 2, Enterprises to obey domestic laws.***
 10. Daewoo Nigeria Limited declined to approve, train and employ Welders, Fitters, Scaffolders, Riggers, Electricians, Earthmoving Machine Operators, etc, rather military attached to Fabrication Yard on the directives of the Daewoo Nigeria Limited's Community and Security Affairs Manager, backed sponsored youths and destroyed properties/disrupted venue of Aminigboko Skill Programme held on 12th October, 2019 in conjunction with Skill Association/Trade Unions, Professionals. Currently, Aminigboko Community is indebted to a tune of N6,000,000 (six million naira); funds loaned for the training programme, with accrued interest, and still counting. Thereby sabotaging the community sustainable programme for effective participation in the project execution phase and beyond, and rendering Aminigboko Community of serious financial burden. ***The Nigerian Content Development and Monitoring Board Act 2010 and the Community Content guideline has enshrined the above as a right, therefore, Daewoo Nigeria Limited must obey Nigerian Law. Guidelines Chapter One (1) paragraph 2, Chapter Five (5) paragraph 5, Chapter Two (2) paragraph A(3,4) that states, Enterprises should employ local workers and provide training with a view to improving skills levels as much as possible, encourage local capacity building through close cooperation with the local communities, encourage human capital formation, particularly by creating employment opportunities and facilitating training opportunities for employees.***
 11. Daewoo Nigeria Limited declined to engage the Aminigboko Community recommended Community Affairs and Security representative, Public Relation Officer (PRO), and Community Liaison Officer (CLO) for the Enwehe Field Development Project, instead appointing and imposing external representative onto Aminigboko Community. ***This is also against the Nigeria Content Development and Monitoring Board Act 2010, and the Community Content guideline for the Oil companies. Section 26, 27 and 28, guideline Chapter Two (2) paragraph A14, Chapter Five (5) paragraph 5.***
 12. Daewoo Nigeria Limited Community and Security Affairs/Project Offices after frustrating/disrupting the Aminigboko Skill Programme, declined to interface with Aminigboko Community Education and Employment Bureau to employ/engage indigenes of our community in unskilled, semi-skilled, and skilled professionals positions, rather, recruit all categories of workforce (inclusive of community quota) under heavily armed security who escort workers to worksite (on our land), thereby denying the locals employment/sustainable development. ***This also run counter to the Nigeria Content Development and Monitoring Board Act 2010, the Community Content guideline.***



13. To facilitate the forceful entry into the land of Akiro Family – Aminigboko Community under heavily armed security men, Daewoo Nigeria Limited constituted a parallel leadership structure in Akiro Family, and meddling/funding Akiro Family traditional/chieftaincy matters. ***This is in violation of Chapter Two (2) paragraph A.15, Chapter Four (4) paragraph 1, states that Enterprises abstain from improper involvement in local political activities and respect human rights.***
14. Daewoo Nigeria Limited co-opted/engaged illegally appointed “Chief Security Officer” in Aminigboko Community; a position alien to the traditional/leadership structure of Aminigboko Community, and which Daewoo Nigeria Limited Community Affairs and Security Management is aware. Using the fierce youths and their group to terrorize the peace of Akiro Family/Aminigboko Community, Uwema (Paramount Traditional Ruler) Aminigboko Community, Chief/Head of Akiro Family and cabinet members over the forceful occupation of Akiro Family land. ***This is in violation of Guideline Chapter two (2) paragraph A6, that states: uphold and apply good corporate governance principles and practices.***
15. Daewoo Nigeria Limited Community Affairs and Security Manager facilitated third party engagement at the House of Assembly, Rivers State illegally seeking for FIAT decision/government resolution; declined to involve landowning families (Akiro Family/Ogbolo Family) and Aminigboko Community, with the motive of denying our people sustainable benefits. ***This is in violation of Chapter Two (2) paragraph A6, A15 that states, Enterprises should uphold and apply good corporate governance principles and practices, abstain from improper involvement in local political activities.***
16. Daewoo Nigeria Limited forcefully entered and deployment of earthmoving machines/workforce under heavily armed security into the land of Ogbolo Family without engagement/consent of Chief/Head of Ogbolo Family and commence the construction of Enwhe East Manifold (executing Piling / electrical installation ongoing). ***This is in violation of Chapter Two (2) paragraph A.1, A14 that states, Enterprises should contribute to economic, environmental and social progress and sustainable development, engage in meaningful consultation with local communities and stakeholders.***
17. Daewoo Nigeria Limited rather than engage and get the consent of the landowners by engaging with the chief/head of host families, militarized its operations in the Fabrication Yard and the construction site of Enwhe East Manifold on the land of Akiro Family and Ogbolo Family respectively. ***This is in violation of Chapter Two (2) paragraph A6, Chapter Four (4) paragraph 1, that states, Enterprises should uphold and apply good corporate governance principles and practices, respect human rights.***
18. Daewoo Nigeria Limited has traded to third parties all Community Content Contracts in the mobilization phase and piling execution phase of the construction of Enwhe East Manifold, thereby denied Ogbolo Family and Aminigboko Business Community of sustainable and Community Content benefits. ***This is in violation of Chapter Two (2) paragraph A1, Chapter One (1) paragraph 2, which states that, Enterprises should contribute to economic, environmental, and social progress with a view to sustainable development, Enterprise must obey domestic laws. Community Content guidelines section 4.***
19. Daewoo Nigeria Limited declined to grant audience and interact with Akiro Family/Aminigboko Community on the Environmental Impact of siting of Fabrication Yard. ***This is in violation of Chapter Two (2) paragraph A14, Chapter Six (6) paragraph 2a.b, 3 that states that Enterprises to engage in meaningful consultation with local communities and relevant stakeholders, provide the public and workers with adequate, measurable and verifiable information on potential impacts, engage communities directly affected by the Enterprise HSE.***

20. Daewoo Nigeria Limited constructed a borrow pit of over twenty feet length, ten feet width, and fifteen feet depth, and decline to disclose the chemical content deposited in the pit/status of the ground water and without mitigation, thereby endangering the lives of our people who depend on water wells as source of drinking. ***This is in violation of Chapter Six (6) paragraph 2a, b, 3 that states Enterprises should provide the public with adequate measurable and verifiable information on potential impacts, engage in adequate and timely communication and consultation with the communities directly affected by the Enterprises environmental Health and Safety policies.***
21. Daewoo Nigeria Limited forcefully without consent/authorization of the Chief/Head of Akiro Family and cabinet members, under heavily armed security allot Akiro Family land to itself, and constructed drain, still discharging effluents into a major waterstream that goes into the swamp, affecting our ponds/ecosystem through the constructed drain. ***This is in violation of Chapter Six (6) paragraph 8 that states: Enterprises should contribute to the environment meaningful and economically efficient public policy.***
22. Daewoo Nigeria Limited Community Affairs and Security, Public Relation, and Project Department by their actions and inaction, have polarized the Akiro Family, Ogbolo Family and Aminigboko Community, and the lives of cabinet members of the families/Aminigboko Community are often threatened. There is arms-buildup in the community, a recipe for crisis in Aminigboko Community. ***This is in violation of Chapter Two (2) paragraph A.15, Chapter Four (4) paragraph 2 which states that Enterprises should abstain from improper involvement in local political activities, avoid causing or contributing to impacts and address them when they do occur.***
23. Daewoo Nigeria Limited stalled/suspended ongoing engagement for the signing of Enwe East/Enwe West Manifold Construction Freedom To Operate (FTO)/Community Trust & Support (CTS) agreement with Akiro and Ogbolo Families, rather forcefully entered, deployed earthmoving machines/materials/workforce under heavily armed security to commence the construction of Enwe East Manifold, thereby operating without agreement with Ogbolo Families and Aminigboko Community. ***This is in violation of Chapter Two (2) paragraph A14, A15, Chapter Four (4) paragraph 1, which states that Enterprises should engage in meaningful consultation with local communities, relevant stakeholders, abstain from improper involvement in local political activities and respect human right.***
24. Daewoo Nigeria Limited since the forceful entry/occupation of the land of Akiro Family as Fabrication Yard under heavily armed security on 13th March, 2019, has denied members of Akiro Family access to the said Ogbogh Ulogh land, thereby denying several families their means of livelihood without intervention/mitigations. ***This is in violation of Chapter Two (2) paragraph A1, A3, A6, that states Enterprises should contribute to economic, environmental, and social progress with a view to achieving sustainable development, uphold and apply good corporate governance principles and practices.***
25. The Ogbogh Ulogh land of Akiro Family currently forcefully occupied as Fabrication Yard, and the land of Ogbolo Family (Enwe East Location) where Daewoo Nigeria Limited is presently constructing Enwe East Manifold has not been ACQUIRED and paid for. ***This is in violation of Chapter Four (4) paragraph 2, 3 that states Enterprises avoid causing or contributing to impacts and address them when they occur, prevent or mitigate impacts linked to their business operations, products or services by a business relationship, including suppliers.***
26. Daewoo Nigeria Limited declined to engage with Aminigboko Community rulership/leadership for the provision of sustainable programmes/projects, denying Aminigboko Community of Community Content/associated benefits of the Enwe Project. ***This is in violation of Chapter Two (2) paragraph A1, Chapter One (1) paragraph 2, Chapter Nine (9)***




- paragraph 1, that states Enterprises should contribute to economic, environmental and social progress with a view to achieving sustainable development, Enterprises must obey domestic laws, the guidelines principles and standards may go beyond domestic laws, contribute to the development of local and national innovative capacity, the Nigeria Content Development and Monitoring Board Act 2010, Section 25, 26, 27, 28 and the community content guidelines section 4.*
27. Daewoo Nigeria Limited in course of forceful operations in the land of Akiro/Ogbolo Families and Aminigboko Community under heavily armed security without engagement/consent of the chiefs/heads of respective families and Uwema Aminigboko Community has desecrated the lands and respective traditional stools. ***This is in violation of guidelines Chapter Four (4) paragraph 2, 4, and Chapter Six (6) paragraph 6, that states, Enterprises should avoid causing or contributing to impacts and address them when they occur, have a policy commitment to respect human right, continually seek to improve corporate environmental performance at the level of the Enterprise and its supply chain.***
28. Daewoo Nigeria Limited mode of operations is far from International Best Practice. ***This is in violation of guidelines Chapter One (1) paragraph 2 that states, Enterprises must obey domestic laws, the guidelines, principles and standards may go beyond domestic law.***
29. Daewoo Nigeria Limited' Community Affairs and Security, Public Relation Officer, & Project Officer have deliberately/illegally recruited/documented workers (unskilled, semi-skilled, skilled professionals) as Aminigboko Community quota, and contractors as indigenes of Akiro Family/Ogbolo Family and Aminigboko Community, and executing jobs/contracts meant for indigenes, decline to engage the indigenous people of Akiro/Ogbolo Families/Aminigboko Community for employment opportunities through the Aminigboko Education and Employment Bureau (with database of indigenous unemployed persons) and Aminigboko Business Community with database of registered companies of indigenes. ***This is in violation of guidelines Chapter Five (5) paragraph 5, and Chapter One (1) paragraph 2. Employ local workers and provide training with a view to improving skills levels as much as possible, Enterprises must obey domestic laws.***
30. Daewoo Nigeria Limited Community Affairs and Security/Public Relation/Project Department have denied the Uwema (Paramount Traditional Ruler) Aminigboko Community, Chief/Head of Akiro Family, Chief/Head of Ogbolo Family, Aminigboko Community Development Committee, Aminigboko Community Education and Employment Bureau, and Aminigboko Business Community of their legitimate roles and responsibilities by illegally setting up parallel leadership structures, polarizing Aminigboko Community. Daewoo Nigeria Limited actions have caused significant frustration, an infringement of the rights of the traditional ruler and cabinet members. ***This is in violation of guidelines Chapter Two (2) paragraph A15 that states Enterprises should abstain from improper involvement in local political activities.***
31. Daewoo Nigeria Limited E & C, DN-65 Community Affairs and Security Department has handed instructions to security men at the company gate NOT to receive courier/correspondence from Aminigboko Community rulership/leadership, deliberately avoiding any form of engagement/interface, while illegally/forcefully operating on our land without agreement and gross denial of employment/contracts/sustainable benefits. ***This is in violation of guidelines Chapter Two (2) paragraph A15, Chapter Five (5) paragraph 5, Chapter One (1) paragraph 2, that states: Enterprises should abstain from improper involvement in local political activities, employ local workers and provide training with a view to improving skill levels***

as much as possible, Enterprises must obey domestic laws, engage in meaningful consultation with local communities and stakeholders.

32. Daewoo Nigeria Limited declined to send representation for mediation meeting with Akiro Family/Aminigboko Community facilitated by The Commander, Joint Task Force, Operation Delta Safe, on forceful entry/occupation under heavily armed security in the land of Akiro Family for fabrication yard. **This is in violation of guidelines Chapter Two (2) paragraph A6, A14 that states: Enterprises should uphold and apply good corporate governance principles and practices, engage in meaningful consultation with local communities, workers and other relevant stakeholders.**
33. Daewoo Nigeria Limited in the month of August 2020, severally discharged effluent around Fabrication Yard/neighbourhood, and declined to disclose to Akiro Family/Aminigboko Community the chemical component of the waste, thereby exposing human lives to health risk. **This is in violation of guidelines Chapter Three (3) paragraph 1, Chapter Six (6) paragraph 2a, b that states: Enterprises should disclose timely and accurate information on all material matters, structure, financial situation and performance, provide the public and workers with adequate, measurable and verifiable information on potential impacts.**
34. Daewoo Nigeria Limited desecrated the land of Akiro Family/the traditional stool of Chief/Head of Akiro Family and destroyed properties, sacred/heritage site (Obeph), following forceful entry under heavily armed security without consent of chief/head of Akiro Family, a gross breach of our culture/tradition. **This is in violation of guidelines Chapter Six (6) paragraph 3 that states, Enterprises should assess, prevent or mitigate foreseeable environmental, health, safety-related impacts associated with the process, goods and services of the enterprise over their full life circle.**
35. Daewoo Nigeria Limited declined to interface with Aminigboko Community rulership/leadership and Aminigboko Education and Employment Bureau, illegally recruited non-indigenes and employ same to occupy Aminigboko Community employment quota in the following vacancies: Community Affairs and Security representative; Public Relation Officer; Safety Officers; Community Relation Officer; Chief Security Officer; Admin Officer; Site Personnel Manager; Site Manager; Account Officer; Store Manager; etc a violation of Akiro Family/Ogbolo Family/Aminigboko Community labour right. **This is in violation of guidelines Chapter One (1) paragraph 2, Chapter Five (5) paragraph 5, Chapter Nine (9) paragraph 1, that states, Enterprises must obey domestic laws, the guidelines, principles and standards may go beyond domestic law, employ local workers and provide training with a view to improving skill levels as much as possible, contribute to the development of local and national innovative capacity. The Nigeria Content Act 2010 and the community content guidelines section 4.**
36. Daewoo Nigeria Limited declined to locate its RECRUITMENT OFFICE at Aminigboko Community in Abua/Odual Local Government Area, Rivers State where it situate its Fabrication Yard (operating site) for the construction of Enwhe East and Enwhe West Manifolds, rather in Yenegoa, Bayelsa State; over 35 miles away, deliberately making it impossible for indigenes to access the Recruitment Officer. Daewoo Nigeria Limited rather recruit/contract recruitment of Aminigboko Community quota of all categories workforce to third parties and deploy same to Daewoo Site at Aminigboko (for Fabrication Yard/Construction of Enwhe East & Enwhe West Manifolds). **This is in violation of guidelines Chapter One (1) paragraph 2 that states, Enterprises must obey domestic laws, the guidelines, principles and standards may go beyond domestic law.**

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37. Daewoo Nigeria Limited declined to engage Aminigboko Community rulership/leadership, Aminigboko Community Development Committee, and Aminigboko Business Community for the engagement of indigenous Contractors, rather illegally enlisted non-indigenous contractors and imposed on Aminigboko Community, to execute/executing Community Content Contracts. Currently, the following Community Content Contracts have been executed/ongoing execution by third parties: (1) Bush clearing (2) Fencing (3) Construction and installation of security gate (4) Plastering (5) Painting (6) Building of Security gate (7) Supply/installation of security fittings (8) Plumbing (9) German flooring (10) Borehole drilling (11) Building of Soak-away Pite (12) Fabrication of warehouse (13) Fabrication/installation of water tank (14) Generator House building (15) Diesel Supply (16) Fumigation (17) Waste Management (18) Crane Hire (19) Earth-moving machine hire (20) Cleaning Contract (21) Building of military post (22) Security Labour contract (23) Water supply contract (24) Labour supply contract (25) Scaffold supply (26) Semi-skilled/Skilled labour supply contract (27) Supply of PPE (28) Haulage Contract (29) Grocery supply (30) Electrical installation contract (31) Catering contract (32) Supply of chippings (33) Supply of sand (34) Supply of rods (35) Supply of toiletries (36) Supply of cement, among others. The Aminigboko Community is completely denied by Daewoo Nigeria Limited in the enlistment of contractors, award/execution of the above mentioned Community Content Contracts exclusively meant for our community, thereby denying our teeming indigenous contractors sustenance/project benefits. ***This is in violation of guidelines Chapter One (1) paragraph 2 that states, Enterprises must obey domestic laws, the guidelines, principles and standard may go beyond domestic laws. The Nigeria Content Act 2010 section 25, 26, 27, and 28, the community content guidelines (CCG) section 4.***
38. Daewoo Nigeria Limited has deployed stratagem to create contentions by illegally instituting parallel leadership structures, recruiting Aminigboko employment quota in the following – unskilled, semi-skilled, skilled, professional, and documenting same as indigenes; illegally enlisting non-indigenous contractors and documenting as indigenous contractors, and currently executing community content contracts; forceful occupation of our land without acquisition payment, destroyed properties and sacred/heritage site, desecrated our land and traditional stools, among others, under the cover of heavily armed security, and profiting from the ill-conceived process. While denying Aminigboko Community employment & sustainable benefits. Daewoo Nigeria Limited activities has negatively impacted our peaceful co-existence, cultural and traditional systems, our human right, community existing interface structure, and our fundamental labour right. ***This is in violation of guidelines Chapter Two (2) paragraph A6, A15, Chapter One (1) paragraph 2, that states: Enterprises should avoid causing or contributing to adverse impacts in their own activities and addressing them when they do occur, uphold and apply good corporate governance principles and practices, abstain from improper involvement in local political activities, enterprises must obey domestic laws, the guidelines, principles and standards may go beyond domestic laws, Nigeria Content Act 2010, community content guideline section 4.***
39. Daewoo Nigeria Limited has contracted the community content contracts of the fabrication to third parties, and major aspect of the fabrication already constructed offsite (outside Aminigboko Community) thereby denied indigenous youths the opportunity to be engaged under the Employment and Training Scheme. ***This is in violation of guidelines Chapter Five (5) paragraph 5 that states, Enterprises should employ local workers and provide training with a view to improving skill levels as much as possible, Nigeria Content Act 2010, community content guideline section 4.***

40. Daewoo Nigeria Limited resort to use of heavily armed security in avoidance of meaningful engagement/consent, and avert to enter into agreement with landowning families (Akiro and Ogbolo families), and use mode of intimidation to implement Aminigboko Community sustainable benefits DENIAL. ***This is in violation of guidelines Chapter Two (2) paragraph A2, A6, that states, Enterprises should respect human rights of those affected by their activities, uphold and apply good corporate governance principles and practices.***
41. Daewoo Nigeria Limited decline to implement her community sustainable policies, rather fascinated in setting up parallel leaderships, meddling in traditional/chieftaincy matter, to change age-long traditional/cultural land administration in Akiro Family/Aminigboko Community, thereby interfering with our existing interface structure and peaceful co-existence, facilitated/perpetrated by Daewoo. ***This is in violation of guidelines Chapter Two (2) paragraph A1, A15 that states: Enterprises should contribute to economic, environmental, and social progress with a view to achieving sustainable progress, abstain from improper involvement in local political activities.***

LEGAL SUIT AGAINST THE INCUMBENT CHIEF/HEAD OF AKIRO FAMILY AT THE INSTANCE OF ENWHE PROJECT AND FORCEFUL OCCUPATION OF THE LAND OF AKIRO FAMILY UNDER HEAVILY ARMED SECURITY BY DAEWOO NIGERIA LIMITED FOR FABRICATION YARD

The substantive Chief/Head of Akiro Family have been on the traditional stool for over twenty years. At the instance of Shell Enwhe Project, Daewoo Nigeria Limited forcefully occupied the land of Akiro Family under heavily armed security for Fabrication Yard. Daewoo Nigeria Limited is meddling/financing/attempting to dethrone the incumbent Chief/Head of Akiro Family. Daewoo Nigeria Limited carried out illegal interface and set up parallel leadership structure leading to unwarranted contentions.

Reference Documents:

- (1) Writ of Summons
- (2) Notice of Appeal
- (3) Appellant's Brief of Argument
- (4) Letter from Solicitor for Chief Promise Sunday Igoma who is defendant in Suit No. PHC/907/2019, NOTICE OF LIS PENDENS
- (5) Appeal Hearing Notice.

LANDOWNERS INSTITUTE LEGAL SUIT AGAINST DAEWOO NIGERIA LIMITED

In the absence of engagement by Daewoo Nigeria Limited to address the plight of landowning family, Akiro Family resort to legal Suit against Daewoo Nigeria Limited that bothers on forceful occupation of the land of Akiro for Fabrication, destruction of properties and sacred places, etc.

Reference Documents:

- (1) Writ of Summons
- (2) Plaintiff Defense
- (3) PRE-TRIAL

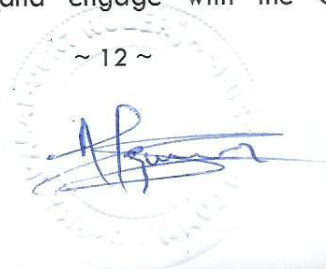
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OUR REQUEST OF DAEWOO NIGERIA LIMITED AND DAEWOO E & C

We are seeking the South Korea NCP to help us make the following recommendation to Daewoo Nigeria Limited and Daewoo E & C:

1. Daewoo Nigeria Limited should grant audience to Akiro Family/Ogbolo Family, Aminigboko Community rulership/leadership and meaningfully engage for operating agreement between Daewoo Nigeria Limited and Aminigboko Community.
Please Note: The obtaining of the Freedom to Operate (FTO)/Community Trust & Support (CTS) Agreement/Lease Agreement from the landowner's family before carrying on any activity/job on the land is a right of the landowning family that they are the owner of the affected land. A failure to obtain an F TO/CTS/Lease Agreement from the landowning family before entry into the land by Daewoo Nigeria Limited to carry out any activity/job amounts to a denial of the title or ownership of the family over the land, and is a violation of the right of the landowning family/Chief & Head of the affected family.
2. Daewoo Nigeria Limited to pay adequate compensation for the forcefully occupied land use as fabrication yard under heavily armed security.
3. Daewoo Nigeria Limited should terminate all illegal parallel leadership structures, and engage with Chiefs/Heads of Akiro/Ogbolo Families, Uwema Aminigboko Community, Aminigboko Community Development Committee and cabinet members, for optimal benefit of our people.
4. Daewoo Nigeria Limited should delist the illegally imposed non-indigenous Contractors commissioned to execute Community Content Contracts at the detriment of landowning families (Akiro Family and Ogbolo Family) and Aminigboko Community, and enlist Aminigboko Community Contractors for the award/execution of Community Content Contracts.
5. Akiro Family/Ogbolo Family, Aminigboko Community rulership/leadership, Aminigboko Community Development Committee, Aminigboko Education and Employment Bureau, and Aminigboko Community Business Committee is demanding Daewoo Nigeria Limited to pay adequate compensation for opportunity denial commensurate to the gross denial of Aminigboko Community employment quota & Community Content Contracts.
6. Akiro Family, Ogbolo Family, Aminigboko Community rulership/leadership demand Daewoo Nigeria Limited to pay adequate compensation for the desecration of the land of Akiro/Ogbolo Families, destruction of properties, destruction of sacred/heritage site, traditional cleansing of the land of Akiro/Ogbolo Families, traditional cleansing of the traditional stools of Uwema Aminigboko Community, Chief/Head of Akiro Family, and Chief/Head of Ogbolo Family.
7. Daewoo Nigeria Limited to prevail on her principal The Shell Petroleum Development Company of Nigeria Limited in the Enwhe Field Development Project – Gbaran Phase 3, to release the Final Report of Enwhe Project Environmental Impact Assessment (EIA).
8. Daewoo Nigeria Limited should acquire and pay for Akiro Family land forcefully occupied for fabrication yard.
9. Daewoo Nigeria Limited should approve the recruitment and training of Aminigboko Community youths in various skills to be engaged in ongoing Enwhe Project and beyond. (Daewoo Nigeria Limited should develop skills in Aminigboko Community).
10. Daewoo Nigeria Limited should terminate illegally recruited workers currently filling Aminigboko Community quota and engage with the Chief/Head of Akiro Family,



- Chief/Head of Ogbolo Family, Uwema Aminigboko Community, Aminigboko Education and Employment Bureau, to recruit unskilled, semi-skilled, skilled professionals and key project officers from Aminigboko Community (indigenous unemployed database with the employment bureau).
11. Daewoo Nigeria Limited should approve the Aminigboko Community recommended Plant Managers and other Operators for training to be engaged after commissioning of the oil facility/plant project.
 12. Aminigboko Community rulership/leadership, Aminigboko Education and Employment Bureau, Aminigboko Community Development Committee demand compensation for the vandalized properties during the occasion of Skill Acquisition Training Sensitization carried out by the co-opted "Chief Security Officer", backed by Military officers attached to Daewoo Fabrication Yard.
 13. Daewoo Nigeria Limited should approve joint inspection visit with relevant Government Agency and Akiro Family/Aminigboko Community rulership/leadership, Aminigboko Community Development Committee and Aminigboko Health/Environment Committee, to ascertain the environmental impact of the burrowed pit and indiscriminately discharged effluent on the environment, for Daewoo Nigeria Limited to take necessary measure/responsibility.
 14. Daewoo Nigeria Limited should terminate all existing/third party and illegally imposed community security structures with strangers, and engage Aminigboko Community rulership/leadership and Aminigboko Security/Surveillance Committee for all community security interface.
 15. Daewoo Nigeria Limited should terminate all Community Content Contracts illegally awarded to third parties, and properly engage the Chief/Head of Akiro Family, Chief/Head of Ogbolo Family, Aminigboko Community rulership/leadership, Aminigboko Business Community, for the award of all community content contracts.
 16. Daewoo Nigeria Limited to pay adequate compensation for forceful occupation of the land of Ogbolo Family in Enweh East using same for staking of earth-moving machines/materials.
 17. Daewoo Nigeria Limited should engage the Aminigboko recommended Community Affairs and Security representative, Public Relation Officer, Safety Officers, Community Relation Officers, Chief Security Officer, Admin Officer, Personnel Manager, Site Manager, Account Officer, Store Manager, etc, for the Enweh project for proper community and Daewoo Nigeria Limited interaction.
 18. Daewoo Nigeria Limited to obey and implement the Nigeria Content Development and Monitoring Board Act 2010 and the Community Content Guideline 2019.
 19. Daewoo Nigeria Limited should award all Local Security Contracts to Aminigboko Community leadership for effective collaboration with Security Agencies and Daewoo Nigeria Limited.
 20. Daewoo Nigeria Limited to pay adequate compensation for desecration of land resulting from forceful entry into our land using heavy security protection, destruction of properties/sacred/heritage site.
 21. Daewoo Nigeria Limited is yet to carryout social intervention, especially the provision of portable drinking water, mitigation for loss of livelihood, prior to commencement of the fabrication yard.
 22. Daewoo Nigeria Limited to pay adequate compensation for traditional cleansing of the land of Akiro Family, Ogbolo Family, Aminigboko Community, and traditional stools.



WE ARE SEEKING THE FOLLOWING FROM THE SOUTH KOREA NCP:

- (1) The Rivers State Government in Nigeria has no non-judicial dispute mechanism in place, but rather deals with court cases. This option we deemed not appropriate given the non-judicial mechanism, like the NCP Specific Instance Process, is more suitable at the time being.
- (2) We request the NCP to offer its good offices to facilitate mediation between Daewoo Nigeria Limited and Akiro Family / Ogbolo Family / Aminigboko Community.
- (3) Given the tension and the human right breaches that Aminigboko Community is experiencing, we seek the NCP to carryout a fact-finding mission to verify our concerns expressed in this complaint.
- (4) We request the NCP to make an assessment of the facts and circumstances and determine whether the OECD Guidelines have been breached by Daewoo Nigeria Limited.
- (5) We request the NCP to use its good offices and invite Daewoo Nigeria Limited to engage in mediation with us in South Korea (or in Nigeria). As we have limited resources, we kindly request that the NCP also cover the cost associated with mediation.

On behalf of Aminigboko Community, Chiefs/Heads of Akiro and Ogbolo Families, Council of Chiefs & Elders, and Community Development Committee, I submit this written complaint in good faith, against the activities of Daewoo Nigeria Limited in regards to the forceful occupation of the land of Akiro Family for fabrication yard, and the construction of Enwhe East / Enwhe West Manifolds of the Shell Enwhe Field Development Project – Gbaran Phase 3 in the land of Akiro/Ogbolo Families, Aminigboko Community. We kindly request the South Korea NCP leadership's support in order to provide assistance and help resolve this detailed complaint and breaches of the OECD Guidelines by Daewoo Nigeria Limited in Aminigboko Community.

We also urgently request to resolve this matter and that Daewoo Nigeria Limited stop the incitement that threatens our lives on the ground.

Thank you for your consideration. Please find references attached in the Annexure.

Yours faithfully,



Chief Olephiri Franklin Igoma (JP)
Uwema (Paramount Traditional Ruler)
Aminigboko Community, Emughan Clan,
Abua/Odual Local Government Area,
Rivers State, Nigeria.

For and on behalf of Aminigboko Community, Chiefs, Council of Chiefs & Elders, and Community Development Committee in Aminigboko Community.

ANNEXURE:

1. SPDC COMMUNITY ENGAGEMENT WITH AMINIGBOKO COMMUNITY LEADERSHIP PRIOR TO ENWHE PROJECT COMMENCEMENT

- (a) SPDC Environmental Impact Assessment (EIA) Scoping Workshop – 26th July, 2012; Appendix 1.
- (b) SPDC Environmental Impact Assessment (EIA) Scoping Workshop 26th July, 2012 – Newspaper Publication; Appendix 2.
- (c) SPDC JV Scoping Workshop on Enwhe FDP 11th August, 2016; Appendix 3.
- (d) SPDC JV Land Acquisition Sensitization on Enwhe Field Development Project – 10th November, 2016; Appendix 4.
- (e) SPDC Integrated Stakeholders Engagement – 22nd August, 2017; Appendix 5.
- (f) Aminigboko Community three-man delegation for SPDC Global Memorandum of Understanding (GMOU) for Abua/Odual Cluster Development Board communities conducted at SHELL Residential Area, Port Harcourt, Nigeria – 18th – 20th October, 2017; Appendix 6.
- (g) Submission of ten (10) man Aminigboko Community Trust list with gender compliance by Aminigboko Community leadership to SPDC; Appendix 7.
- (h) SPDC Global Memorandum of Understanding (GMOU) Agreement between Abua/Odual Cluster Communities cosigned by Aminigboko Community leadership; Appendix 8.

2. SPDC / FEDERAL MINISTRY OF ENVIRONMENT PUBLICATION (PUBLIC NOTICE) ON ENWHE FIELD DEVELOPMENT PROJECT

- (a) Newspaper publication on Enwhe Field Development Project – Gbaran Phase 3 - The TIDE, April 12, 2017; Appendix 9.
- (b) Environmental Impact Assessment (EIA) Report – Enwhe Field Development Project – Gbaran Phase 3. DRAFT COPY submitted to Federal Ministry of Environment, Abuja, March 2017; Appendix 10 (Scanned PDF).
- (c) Aminigboko Community leadership/rulership response to EIA Draft Report on our concerns, identified deficiencies, inaccurate information, exclusions, among others, dated 9th May, 2017 reference number UAP/ACA/02/MAY2017 addressed to The Honourable Minister, Federal Ministry of Environment, copied The Managing Director, SPDC; Appendix 11.
- (d) Aminigboko Community leadership/rulership reminder letters for the conduct of Environmental Impact Assessment (EIA) Review, addressed to The Honourable Minister, Ministry of Environment, Abuja, and The Environment Manager, SPDC, copied The Managing Director, SPDC, Appendix 12 and 12a.
- (e) Federal Ministry of Environment & SPDC conducted Panel Review Meeting of the EIA of the proposed Enwhe Field Development Project - Gbaran Phase 3. Aminigboko Community leadership/rulership invitations; Programme of Events, Review Presentation, newspaper publication. Appendix 13, 13a, 13b, 13c, 13d, 13e.
- (f) Aminigboko Community leadership/rulership demand for release of FINAL REPORT OF ENVIRONMENTAL IMPACT ASSESSMENT (EIA) REPORT FOR ENWHE FIELD DEVELOPMENT PROJECT – GBARAN PHASE 3, Prior to Commencement of Project, addressed to The Managing Director, SPDC; The Honourable Minister, Federal Ministry of Health; The Executive Secretary, Nigeria Content Development Monitoring Board; Appendix 14, 14a, 14b.

3. DEMAND FOR TRAINING OF FIVE HUNDRED INDIGENOUS YOUTHS FOR VARIOUS SKILLS UNDER THE EMPLOYMENT AND TRAINING SCHEME FOR ENGAGEMENT IN ENWHE FDP IN AMINIGBOKO COMMUNITY BEFORE PROJECT COMMENCEMENT

(a) Aminigboko Community leadership/rulership in conjunction with Education and Employment Bureau and relevant skill associations in the area demand for the employment and training of 500 youths for capacity building to enable community participation in the Enwhe Field Development Project execution phase and beyond; Appendix 15 and 15a.

4. FAILURE OF DAEWOO NIGERIA LIMITED TO OBEY INTERNATIONAL BEST PRACTICES, AND INSTIGATING CRISIS IN AMINIGBOKO COMMUNITY (RIPPLE EFFECTS OF PARALLEL LEADERSHIP / FORCEFUL OCCUPATION OF THE LAND OF AKIRO FAMILY/EXECUTING ENWHE EAST MANIFOLD CONSTRUCTION WITHOUT AGREEMENT) BY DAEWOO NIGERIA LIMITED EFFECTIVE FEBRUARY 2019

(a) Akiro Family Solicitor's letter dated 19th February, 2019, reference number UW/CG/2019/014 addressed to The Manager, Daewoo E & C DN-65, Daewoo Nigeria Limited, appendix 16.

(b) Daewoo Nigeria Limited solicitor's reply to Akiro Family Solicitor dated 1st March, 2019, appendix 17.

(c) Akiro Family Solicitor's letter dated 6th March, 2019 reference number UW/CG/2019/020 addressed to Solicitor to Daewoo Nigeria Limited, appendix 18

(d) Pictures of Ogbogh Ulogh land of Akiro Family currently under forceful occupation by Daewoo Nigeria Limited, appendix 19, 19a, 19b.

(e) Rivers Employment Opportunity Forum (Employment, Empowerment and Contracts), a Non-Governmental Organization's (NGO) letter dated 12th July, 2019 addressed to The Rt. Honourable Speaker, Rivers State House of Assembly, appendix 20.

(f) Chief Olephiri Franklin Igoma (JP), Uwema (Paramount Ruler), Aminigboko Community letter dated 14th August, 2019, addressed to The Rt. Honourable Speaker, Rivers State House of Assembly, appendix 21.

(g) Aminigboko Community letter dated 21st August, 2019 reference number AC/EC/01/01/2019 addressed to The Manager, Daewoo E & C DN-65, Daewoo Nigeria Limited, appendix 22.


(h) Uwema Aminigboko Community letter dated 17th May, 2019, reference number UAP/ACA/09/MAY2019 addressed to The Executive Secretary, Nigeria Content Development Monitoring Board, appendix 23.

(i) Uwema Aminigboko Community letter dated 17th May, 2019 reference number UAP/ACA/08/MAY2019 addressed to The Commander, Joint Task Force, Operation Delta Safe, Headquarters, Bayelsa State, appendix 24.

(j) The Commander, Joint Task Force, Operation Delta Safe MEDIATION schedule between SPDC and Host Communities / Stakeholders (Akiro Family/Aminigboko Community), appendix 24a, 24b, 24c.

(k) Aminigboko Community letter dated 16th September, 2019, reference number AC/EC/03/09/2019, addressed to The Commander, Joint Task Force, Operation Delta Safe, Headquarters, Bayelsa State, appendix 25.

(l) Akiro Family letter dated 9th May, 2019 reference number AFAC/02/05/19 addressed to The Community Relation Officer, SPDC, copied Daewoo Nigeria Limited, appendix 26.



- (m) The Honourable Minister, Federal Ministry of Environment, Abuja, letter dated 2nd July, 2019 reference number FMEnv/EA/EIA/1824/Vol.1/596 addressed to Uwema (Paramount Ruler) Aminigboko Community, appendix 27.
- (n) Some pictures of venue of Aminigboko Skill Programme / Skill Offices vandalized by Daewoo Nigeria Limited illegally co-opted 'Chief Security Officer' and his group, backed by military officers deployed to secure Daewoo Fabrication Yard, appendix 28a, 28b, 28c, 28d, 28e, 28f.
- (o) Chief Olephiri Franklin Igoma (JP) – Uwema Aminigboko Community letter dated 15th October, 2019 reference number UAP/ACA/04/OCT2019, addressed to The Commissioner of Police, Rivers State Command, appendix 29.
- (p) Chief Olephiri Franklin Igoma (JP) – Uwema Aminigboko Community letter dated 15th October, 2019 reference number UAP/ACA/03/OCT2019 addressed to The Director, Department of State Service, Rivers State Command, appendix 30.
- (q) Ogbolo Family – Aminigboko Community letter dated 13th January, 2020 addressed to The Divisional Police Officer, Abua/Odual Divisional Headquarters, appendix 31.
- (r) Ogbolo Family – Aminigboko Community letter dated 26th April, 2020 addressed to The Managing Director, Daewoo Nigeria Limited, appendix 32.

5. LEGAL SUIT AGAINST THE INCUMBENT CHIEF/HEAD OF AKIRO FAMILY AT THE INSTANCE OF ENWHE PROJECT / FORCEFUL OCCUPATION OF THE LAND OF AKIRO FAMILY UNDER HEAVILY ARMED SECURITY BY DAEWOO NIGERIA LIMITED FOR FABRICATION YARD

- (a) Claimants Writ of Summons / Statement of Claim / Witness Deposition of Chief Sunday Ilaye, appendix 33.
- (b) Memorandum of Conditional Appearance, appendix 34.
- (c) 1st Defendant Statement of Defense and Counter Claim, appendix 35.
- (d) State of Oath of Chief Promise Sunday Igoma (1st Defendant), appendix 36.
- (e) Ruling on Interlocutory Injunction, appendix 37.
- (f) Notice of Appeal, appendix 38.
- (g) Appellant's Briefs of Argument, appendix 39.
- (h) Letters from Solicitor for Chief Promise Sunday Igoma who is defendant in Suit No. PHC/907/2019, NOTICE OF LIS PENDENS, appendix 40.
- (i) Appeal Hearing Notice, appendix 41.
- (j) Letter from Landowning Families Solicitors to Shell Petroleum Development Company of Nigeria Limited, appendix 42.

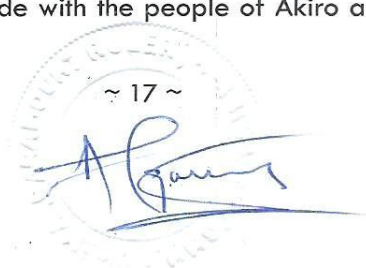
6. LANDOWNERS INSTITUTE LEGAL SUIT AGAINST DAEWOO NIGERIA LIMITED

- (a) Chief Promise Sunday Igoma & Ors. Vs. Daewoo Nigeria Limited – WRIT of Summon, SUIT No. PHC/3328/2019, appendix 43.
- (b) Chief Promise Sunday Igoma & Ors. Vs. Daewoo Nigeria Limited – STATEMENT OF CLAIM, SUIT No. PHC/3328/2019, appendix 44.

7. AKIRO FAMILY LAND DOCUMENTS

- (a) Consent Agreement by the Family people of Akiro dated 12th February, 1953, appendix 45.
- (b) Akiro Land Agreement dated 6th February, 1961, appendix 46.
- (c) Akiro Land Agreement dated 26th November, 1967, appendix 47.
- (d) Agreement of attachment made with the people of Akiro and Pasisi Ikulughan dated 19th July, 1972, appendix 48.

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- (e) An Agreement for attachment made with the people of Akiro and Jasper Okokoriko dated 17th July, 1972, appendix 49.
- (f) Akiro Family mandate addressed to The Personnel Manager, Shell B.P. (Nig.) Ltd, Port Harcourt dated 19th April, 1972, appendix 50.
- (g) Deed of Assignment between Akiro Family and The Shell Petroleum Development Company of Nigeria Limited dated 2008, appendix 51.

ABOUT ENWHE FIELD DEVELOPMENT PROJECT – GBARAN PHASE 3

Introduction (*Excerpt from Draft EIA Report – March, 2017, page xiv*) – Appendix 55

The Shell Petroleum Development Company of Nigeria Limited (SPDC), on behalf of its Joint Ventures partners (Nigerian National Petroleum Corporation, Total, and Nigeria Agip Oil Company) conducted a Environmental Impact Assessment studies for the Enwhe Field Development Project (FDP). The Enwhe field development project is an opportunity to sustain gas supply to NLNG and maximize utilization of Gbaran CPF by developing gas and condensate in the Enwhe field. The proposed activities for the development of the Enwhe field will have various interactions with the environment, hence the need to conduct an Environmental Impact Assessment (EIA) studies in line with the provisions of the EIA Act CAP E12, LFN, 2004 and the Procedural guidelines. This EIA study has identified the key potential impacts of the project activities on Biophysical, Social and Health components within the project area and proffered mitigation measures for Environmental Management. The findings are hereby incorporated in this report.

Project Location (*Excerpt from Draft EIA Report – March, 2017, page xiv*) – Appendix 55

The Enwhe field is located in the south-western corner of license block OML 22 and extends into license block OML 23 and is located about 36km to the East of Gbaran CPF. The field is part of the Gbaran Ubie Node which is multi-field oil and gas asset. The Enwhe field is bounded by creek and creeklets of Orashi and Nun River. Major communities in the Enwhe field lies in Yenagoa Local Government Area of Bayelsa State, Ahoada West and Abua/Odual Local Government Areas of Rivers State.

Proposed Project scope/Overview (*Excerpt from Draft EIA Report – March, 2017, page xvii*) – Appendix 56

The selected concept for Enwhe Opportunity is the Optimized Development termed “Just about Right Wells and Facilities”. The scope involves mainly drilling, completion of wells and hook-up to the Gbaran CPF.

NAG development Scope: (*Excerpt from Draft EIA Report – March, 2017, page xix*) – Appendix 57

- Drill and complete 6 wells from 2 wellhead cluster locations.
- Drill one exploration well
- Drill 2 appraisal wells
- Construct 6 x 6” duplex steel flowlines of 1.5km lengths (total length 7 km).
- Install two remote manifold with multi-phase metering and chemical injection skid (Enwhe East and Enwhe West remote manifolds).

Pipeline scope: (*Excerpt from Draft EIA Report – March, 2017, page xix*) – Appendix 57

The pipelines' scope for the Enwhe field development scope will include, but will not be limited to:

- Design and installation of the following flowlines:
 - Three 0.3 km flowlines from Enwhe East locations to Enwhe East NAG Manifold
 - Three 0.3 km flowlines from Enwhe West location to Enwhe West NAG Manifold
- Design and installation of hook-up arms for the NAG wells
- Design and installation of the Enwhe NAG remote Manifolds
- Design and installation of a new 36.41km long, 12" NAG bulkline from the Enwhe NAG Manifold to the Gbaran CPF
- Design and installation of pigging facilities including the pig traps and associated pipework and valves. The Bulkline extends from pig launcher to pig receiver.

Pipeline Dimensions (*Excerpt from Draft EIA Report – March, 2017, page xix*) – Appendix 57

- 1 no. x 12" 36km Enwhe – Gbaran CPF Bulkline
- 1 no. x 12" 5.5km Enwhe East – Enwhe West Bulkline
- 3 no. x 6" 0.3km Enwhe East flowlines
- 3 no. x 6" 0.3km Enwhe West flowlines

