

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

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UNITED STATES OF AMERICA,		)
		)
Plaintiff,		)
		)
v.		)
		)
ALL PETROLEUM-PRODUCT CARGO		)
ABOARD THE ACHILLEAS WITH		)
INTERNATIONAL MARITIME		)
ORGANIZATION NUMBER 9398072,		)
		)
Defendant <i>In Rem</i> , and		)
		)
FUJAIRAH INTERNATIONAL OIL & GAS		)
CORPORATION,		)
		)
Claimant		)
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Civil Case No. 21-cv-305 (PLF)

**CLAIMANT FUJAIRAH INTERNATIONAL OIL & GAS CORPORATION'S  
VERIFIED ANSWER TO PLAINTIFF'S VERIFIED COMPLAINT  
FOR FORFEITURE *IN REM***

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Attorneys for Claimant  
FUJAIRAH INTERNATIONAL OIL & GAS CORPORATION

**I. RESPONSES TO THE NUMBERED PARAGRAPHS CONTAINED IN THE VERIFIED COMPLAINT**

Claimant, Fujairah International Oil & Gas Corporation ("FIOGC"), by and through its undersigned counsel, pursuant to Supplemental Rule E(8) of the Federal Rules of Civil Procedure and now files its Answer to the United States of America's ("Plaintiff's") Verified Complaint for Forfeiture *In Rem* ("Complaint") as follows:

**NATURE OF ACTION AND THE DEFENDANT IN REM**

1. Paragraph 1 contains Plaintiff's preliminary statement and contains legal conclusions to which no response is required. To the extent any response is deemed required, Claimant admits certain allegations but denies, or lacks sufficient knowledge to admit or deny, the remainder. In particular, Claimant admits in the first sentence that this is an action *in rem* to forfeit all petroleum-product cargo that was aboard the *MT Achilleas* with IMO number 9398072 ("Claimant Property Interest"), at the time of the seizure. Claimant lacks sufficient knowledge to admit or deny the allegations in the first and second sentences relating to actions by Homeland Security Investigations ("HSI") and the Federal Bureau of Investigation ("FBI"). Claimant also lacks sufficient knowledge to admit or deny the allegations in the second, third, and fourth sentences that Claimant Property Interest originated from Iranian oil terminals and was loaded onto Suezmax tankers affiliated with the National Iranian Tanker Company ("NITC") and the IRGC-QF, and that those vessels utilized surreptitious means in order to hide the Claimant Property Interest's Iranian origin and to transfer the Claimant Property Interest onto other vessels moving the cargo into commerce by, and for the benefit of, the National Iranian Oil Company ("NIOC"), NITC, IRGC and the IRGC-QF, each of which it is alleged has been designated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC").

2. Claimant denies the allegations of paragraph 2 on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations contained in the paragraph that the Claimant Property Interest is subject to seizure and forfeiture pursuant to 18 U.S.C. § 981(a)(1)(G)(1) as foreign assets of the IRGC or IRGC-QF or affording a person a source of influence over the IRGC or IRGC-QF and demands strict proof thereof. Claimant further denies that its interest in the Claimant Property Interest *in rem* is subject to seizure and forfeitable due to Claimant's status as an innocent owner.

### **JURISDICTION AND VENUE**

3. Paragraph 3 of the Complaint asserts legal conclusions to which no response is required.

4. Paragraph 4 of the Complaint asserts legal conclusions to which no response is required.

5. Paragraph 5 of the Complaint asserts legal conclusions to which no response is required, but Claimant denies the forfeiture was lawful.

### **FACTS GIVING RISE TO FORFEITURE**

#### **A. RELEVANT PARTICIPANTS IN THE IRANIAN OIL INDUSTRY**

6. Claimant denies the allegations in paragraph 6 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

7. Claimant denies the allegations in paragraph 7 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

8. Claimant denies the allegations in paragraph 8 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

9. Claimant denies the allegations in paragraph 9 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

10. Claimant denies the allegations in paragraph 10 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

11. Claimant denies the allegations in paragraph 11 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

12. Claimant denies the allegations in paragraph 12 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

**B. IMPORTANCE OF PETROLEUM AND SHIPPING INDUSTRIES TO THE IRGC**

13. Claimant denies the allegations in paragraph 13 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

14. Claimant denies the allegations in paragraph 14 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

**C. THE SARAQ LOADED PART OF THE DEFENDANT PROPERTY AT SIRRI ISLAND, IRAN.**

15. Claimant denies the allegations in paragraph 15 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

16. Claimant denies the allegations in paragraph 16 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

17. Claimant denies the allegations in paragraph 17 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

**D. THE SONIA I LOADED PART OF THE DEFENDANT PROPERTY AT KHARG ISLAND, IRAN.**

18. Claimant denies the allegations in paragraph 18 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

19. Claimant denies the allegations in paragraph 19 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

**E. THE LUBOV RECEIVED THE DEFENDANT PROPERTY IN SHIP TO SHIP TRANSFERS WITH THE SONIA I AND SARAK WHILE A DECOY NITC SHIP PROVIDED FALSE AIS DATA TO DISGUISE THE LUBOV'S LOCATION.**

20. Claimant denies the allegations in paragraph 20 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and demands strict proof thereof.

21. Claimant admits that they are aware of AIS being used as a vessel position tracking system, but except as admitted, denies the allegations in paragraph 21 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations.

22. The allegations in paragraph 22 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 22 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and demands strict proof thereof.

23. The allegations in paragraph 23 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 23 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and demands strict proof thereof.

24. The allegations in paragraph 24 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 24 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and demands strict proof thereof.

25. The allegations in paragraph 25 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 25 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and demands strict proof thereof.

26. The allegations in paragraph 26 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 26 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and demands strict proof thereof.

27. The allegations in paragraph 27 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 27 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and demands strict proof thereof.

**F. THE LUBOV TRANSFERRED THE DEFENDANT PROPERTY TO THE TRIDENT LIBERTY IN A SHIP TO SHIP TRANSFER.**

28. Claimant admits certain allegations in paragraph 28 of the Complaint but denies, or lacks sufficient knowledge to admit or deny, the remainder. In particular, Claimant admits that in July and August 2020 the *Lubov* was located in territorial waters of the United Arab Emirates (UAE).<sup>1</sup> Except as admitted, Claimant demands strict proof thereof.

29. Claimant admits certain allegations in paragraph 29 of the Complaint but denies, or lacks sufficient knowledge to admit or deny, the remainder. In particular, Claimant admits that on or around August 19, 2020, the *Lubov* transferred the Claimant Property Interest to the *Trident*

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<sup>1</sup> The territorial sea of the State means the belt of sea waters beyond its land territory and its internal waters, and adjacent to its coasts. It extends towards the sea with a breadth of (12) twelve nautical miles from the base line. Federal Law No. 19 of 1993 in respect of the delimitation of the maritime zones of the United Arab Emirates, 17 October 1993.

*Liberty* in a ship-to-ship transfer off the coast of Khor Fakkan, UAE, that the *Trident Liberty* remained at all times during the transfer in the territorial seas of the UAE, and that the transfer lasted approximately five days. Claimant lacks sufficient knowledge to admit or deny the allegation in the first sentence of paragraph 29 that the ship-to-ship transfer occurred at GPS Position 25.36104N, 56.42906E. Claimant lacks sufficient knowledge to admit or deny the allegations in the second sentence of paragraph 29 that after the ship-to-ship transfer, the *Trident Liberty* updated her AIS information to indicate that she was fully laden with two million barrels of oil that she received from the *Lubov*, and demands strict proof thereof.

30. Claimant admits certain allegations in paragraph 30 but denies the remainder. In particular, Claimant admits that the *Trident Liberty* was afloat and laden with the Claimant Property Interest from August 24, 2020 until November 4, 2020 off the coast of Fujairah, UAE in conformity with her purpose to serve as a floating storage facility. Claimant denies that *Trident Liberty* drifted off of the coast of Oman, and demands strict proof thereof.

**G. THE TRIDENT LIBERTY TRANSFERRED THE DEFENDANT PROPERTY TO THE ACHILLEAS IN A SHIP TO SHIP TRANSFER.**

31. Claimant admits certain allegations in paragraph 31 but denies the remainder. In particular, Claimant admits that on or around October 14, 2020, FIOGC entered into a charter agreement with Achilleas Carriers Corp., the chartered owner of the *Achilleas*, to carry “Basrah Light Crude Oil” to China. Claimant denies knowledge or information sufficient to form a belief as to the truth of the allegation that Claimant provided a fraudulent bill of lading or that the bill of lading was fraudulent, and demands strict proof thereof, as Claimant received what appeared to be a bona fide and properly authenticated bill of lading for Claimant Property Interest / Iraqi-origin oil.

32. Claimant admits certain allegations in paragraph 32 but denies, or lacks sufficient knowledge to admit or deny, the remainder. In particular, Claimant admits the allegation in the first sentence of paragraph 32 that a ship-to-ship transfer between the *Trident Liberty* and *Achilleas* began November 4, 2020 at the Port of Fujairah in the territorial seas of the UAE, including preparations such as making fast lines, tanks inspection, key meetings, and connecting cargo hoses before the commencement of loading. Claimant denies the allegation in the first sentence of paragraph 32 that the ship-to-ship transfer occurred in the Gulf of Oman as opposed to the Port of Fujairah in the territorial seas of the UAE, and demands strict proof thereof. Claimant denies the allegations in the first sentence of paragraph 32 of the Complaint that the ship-to-ship transfer occurred at 25.14611N, 56.52729E on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations. Claimant denies the allegation in the second sentence of paragraph 32 that the ship-to-ship transfer concluded on November 17, 2020, and demands strict proof thereof.

**G. (sic) THE BROKER OF THE DEFENDANT PROPERTY, BENCHMARK SHIP MANAGEMENT, IS AFFILIATED WITH THE IRGC AND PRODUCES FORGED DOCUMENTS TO HIDE THE ORIGIN OF IRGC CARGOES**

33. Claimant admits certain allegations in paragraph 33 but denies the remainder. In particular, Claimant admits that FIOGC and Benchmark Ship Management entered into a Management Agreement on May 15, 2020 under which Benchmark Ship Management would manage and operate certain operations of a floating storage facility. Claimant denies that Benchmark Ship Management is the operating management company for all of FIOGC's business activities, and demands strict proof thereof.

34. Claimant denies the allegations in paragraph 34 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and that the purported document speaks for itself.



35. Claimant denies the allegations in paragraph 35 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations, and that the purported document speaks for itself. Claimant demands strict proof thereof.

36. Claimant denies the allegations in paragraph 36 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations and demands strict proof thereof.

37. The allegations in paragraph 37 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 37 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations of a “Confidential Human Source” and demands strict proof thereof.

38. Claimant denies the allegations in paragraph 38 of the Complaint as to FIOGC conducting illicit oil sales and/or that Benchmark handles illicit oil sales conducted by FIOGC on the behalf of the IRGC-QF. Except as specifically denied, the remainder of the allegations in paragraph 38 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 38 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations of a “Confidential Human Source” and demands strict proof thereof.

**COUNT ONE – FORFEITURE (18 U.S.C. § 981(A)(1)(G)(I))  
(18 U.S.C. § 981(A)(1)(G)(I))**

39. Claimant adopts by reference the answers to the allegations adopted by reference.

40. The allegations in paragraph 40 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 40 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations and demands strict proof thereof.

41. The allegations in paragraph 41 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 41 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations and demands strict proof thereof.

42. The allegations in paragraph 42 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 42 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations and demands strict proof thereof.

43. The allegations in paragraph 43 contain legal conclusions to which no response is required; to the extent a response is required, Claimant denies the allegations in paragraph 43 of the Complaint on the basis that Claimant lacks sufficient knowledge to admit or deny the allegations and demands strict proof thereof.

#### **Plaintiff's Requested Relief**

44. The allegations contained in this paragraphs consist of Plaintiff's request for relief, to which no response is required, but insofar as an answer is deemed required, Claimant denies that Plaintiff is entitled to the requested relief or to any relief whatsoever. Each and every allegation not heretofore expressly admitted or denied is denied.

#### **II. NOTICE OF FOREIGN LAW**

Pursuant to Fed. R. Civ. P. 44.1, Claimant provides notice it intends to raise issues concerning the laws of the United Arab Emirates.

#### **III. AFFIRMATIVE AND OTHER DEFENSES**

Claimant asserts the following affirmative defenses.

##### **First Defense [Lack of Jurisdiction]**

This Court lacks jurisdiction to order the forfeiture of property when seized within the territorial seas of the UAE.

### **Second Defense [Innocent Owner]**

Claimant is the innocent owner of the Claimant Property Interest identified in Claimant's Verified Claim as contemplated by 18 U.S.C. § 983(d). Claimant has a legal interest with a financial stake in the Claimant Property Interest as a bona fide intermediary seller for value of the Claimant Property Interest by way of a supply and marketing contract with an Iraqi oil supplier and a contract with a Chinese buyer for the purchase and sale of crude oil to be shipped from the UAE. Under the terms of the Purchase Contract, the Claimant Property Interest is to be sold to the Chinese buyer, the intended receiver of all the Claimant Property Interest, with payment due upon successful completion of commodity inspections at the Chinese arrival port, after which FIOGC is contractually obligated to endorse and transfer the full property rights of the Claimant Property Interest to the Chinese buyer. On November 11, 2020, *Achilleas* and *Trident Liberty*, serving as a floating storage facility, neared completion of their STS transfer with approximately 276,408.40 MT of the Claimant Property Interest loaded aboard the *Achilleas* amid various suspensions of the STS transfer operations. On or about December 12, 2020, the United States Government seized the Claimant Property Interest aboard the *Achilleas* in the Port of Fujairah and within the territorial seas of the UAE. As a result of the seizure of the Claimant Property Interest, Claimant has unfulfilled contractual obligations. To the extent the United States Government meets its burdens of proof, Claimant had a property interest in existence at the time of United States Government's alleged illegal conduct giving rise to the forfeiture with no actual knowledge of the alleged illicit conduct giving rise to this *in rem* forfeiture action.

### **Third Defense [Anti-terrorist forfeiture protection]**

In the alternative, Plaintiff's claims to a superior interest in the Claimant Property Interest are barred as Claimant has a property interest in the Claimant Property Interest as an innocent owner pursuant to the anti-terrorist forfeiture protections available under 18 U.S.C. § 987.

**Fourth Defense [Lack of Probable Cause]**

Plaintiff lacks probable cause for the institution of this forfeiture action.

**Fifth Defense [Failure to State a Claim]**

Plaintiff fails to state a claim upon which relief may be granted.

**Sixth Defense [Takings]**

Plaintiff's claims to a superior interest in the Claimant Property Interest are barred by the Takings Clause of the Fifth Amendment of the United States Constitution.

**Seventh Defense [Due Process]**

Plaintiff's claims to a superior interest in the Claimant Property Interest are barred by Claimant's right to procedural and substantive due process under the United States Constitution.

**Eighth Defense [Equitable Defenses]**

Plaintiff's claims to a superior interest in the Claimant Property Interest are barred by unjust enrichment, estoppel, waiver, bad faith, unclean hands, and other equitable defenses.

**Ninth Defense [Improper Advisory Opinion]**

Plaintiff seeks an improper advisory opinion as any "final judgment" of forfeiture may have no effect on the foreign-based Claimant Property Interest.

**Tenth Defense [Comity of Nations]**

Plaintiff's alleged causes of action, and each of them, are barred, in whole or in part, by the doctrine of comity whereby the courts recognize the laws and judicial decisions of other nations and their respective courts. The ownership of the Claimant Property Interest is governed by the

laws of a foreign jurisdiction insofar as it relates to Claimant's interest in the Claimant Property Interest. Plaintiff seized the Claimant Property Interest while subject to coastal state authority in a foreign nation (UAE) aboard a foreign-flag vessel and while subject to a supply contract governed by UAE law. Plaintiff does not have a right to the Claimant Property Interest based on UAE law, which applies in this instance insofar as Plaintiff's claims relate to Claimant's interest in the Claimant Property Interest. Comity and principles of international law requires UAE law to determine the ownership of, and rights to, the Claimant Property Interest as the actions occurred in the territorial seas of the UAE. Accordingly, based on principles of international comity and choice of law analysis, U.S. forfeiture law is inapplicable insofar as it relates to Claimant's interest in the Claimant Property Interest.

**Eleventh Defense [Lack of Particularity]**

Plaintiff's alleged causes of action, and each of them, are barred, in whole or in part, because the Complaint does not contain sufficient particularity to satisfy the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

**Twelfth Defense [Excessive Fines - Eighth Amendment]**

Plaintiff's claims to a superior interest in the Claimant Property Interest are barred by the Eighth Amendment of the United States Constitution as the forfeiture sought is an excessive fine and grossly disproportional.

**Thirteenth Defense [Reservation of Defenses]**

Claimant presently lacks sufficient knowledge or information from which to form a belief as to whether they may have additional as-yet-unstated Defenses that may become available or apparent during discovery, and thus reserves the right to amend this Answer accordingly.

**PRAYER FOR RELIEF**

WHEREFORE, having answered, Claimant requests judgment or relief as follows:

1. That Plaintiff's action be dismissed, and Plaintiff take nothing by way of its Complaint for Forfeiture *in rem* and is granted no relief;
2. That the Claimant Property Interest, or proceeds from its sale, be released to Claimant, free of warrants of arrest, *Lis Pendens*, or other encumbrance of the United States of its agents;
3. That Claimant be awarded its costs and disbursements incurred in this matter; and,
4. For other such relief as the Court deems just and proper.

Dated: March 31, 2021

/s/ Chris Nolan

Christopher Nolan, Esq. (*pro hac vice*)  
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### PROOF OF SERVICE

I, Sean T. Pribyl, declare as follows:

I am employed in the District of Columbia, I am over the age of eighteen years and am not a party to this action; my business address is 800 17th Street N.W., Suite 1100, Washington, DC 20006, in said District of Columbia. On March 31, 2021, I served the following document(s):

- **Claimant Fujairah International Oil & Gas Corporation's Verified Answer To Plaintiff's Verified Complaint For Forfeiture *In Rem***
- **Verification**
- **Claimant Fujairah International Oil & Gas Corporation's Amended Notice Of Appearance**

on the parties stated below, by the following means of service:

- **United States District Court, District of Columbia, Clerk of the Court, 333 Constitutional Avenue, NW, Washington, D.C. 20001**
  - **Assistant United States Attorney Michael Grady, 555 4th Street, NW, Washington, DC 20530, [michael.grady3@usdoj.gov](mailto:michael.grady3@usdoj.gov); [Brian.Hudak@usdoj.gov](mailto:Brian.Hudak@usdoj.gov); [David.Lim2@usdoj.gov](mailto:David.Lim2@usdoj.gov)**
- BY ELECTRONIC TRANSFER TO THE CM/ECF SYSTEM:** On this date, I electronically uploaded a true and correct copy in Adobe “pdf” format the above-listed document(s) to the United States District Court’s Case Management and Electronic Case Filing (CM/ECF) system. After the electronic filing of a document, service is deemed complete upon receipt of the Notice of Electronic Filing (“NEF”) by the registered CM/ECF users.
- BY ELECTRONIC SERVICE:** On the above-mentioned date, I caused the documents to be sent to the persons at the electronic notification addresses as shown above.
- (FEDERAL)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 31, 2021.

/s/ Sean Pribyl  
Sean T. Pribyl

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

Plaintiff,

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ALL PETROLEUM-PRODUCT CARGO  
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ORGANIZATION NUMBER 9398072,

Defendant *In Rem*, and

FUJAIRAH INTERNATIONAL OIL & GAS  
CORPORATION,

Claimant

Civil Case No. 21-cv-305 (PLF)

**VERIFICATION**

I, Hani Ali, on behalf of Fujairah International Oil & Gas Corporation ("FIOGC"), verify under penalty of perjury under the laws of the United States of America that I have authority to act on behalf of FIOGC, and that the foregoing Verified Answer in this matter is true and correct.

Executed this 31st day of March, 2021  
Dubai, UAE

Hani Ali  
Commercial Manager  
on behalf of Fujairah International Oil &  
Gas Corporation

