

EXHIBIT C

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Document 1 ID	file://C:\Users\sgilbert\Desktop\7704423_4_Letter Rogatory to Coral - DRAFT.DOC
Description	7704423_4_Letter Rogatory to Coral - DRAFT
Document 2 ID	file://C:\Users\sgilbert\Desktop\Defendants' Request for Judicial Assistance from Ireland - Word.docx
Description	Defendants' Request for Judicial Assistance from Ireland - Word
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Legend:	
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	Count
Insertions	132
Deletions	110
Moved from	0
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Style change	0
Format changed	0
Total changes	242

EXHIBIT A

~~{Request for International Judicial Assistance from Ireland}~~

High Court of Ireland

Stephen Broome

Quinn Emanuel Urquhart & Sullivan,
LLP

51 Madison Avenue
22nd Floor
New York, NY 10010

On behalf of:

The Hon. Saliann Scarpulla
Supreme Court of the State of
New York

Commercial Division
60 Centre Street
Courtroom 208 New
York, NY 10007

4. Specification of the date by
which the requesting
authority requires receipt
of the response to the Letter
of Request

Thirty (30) days after service of this
Letter of Request or on such other date
as the parties may agree.

THE UNDERSIGNED APPLICANT HAS THE HONOR TO SUBMIT THE
FOLLOWING REQUEST:

5. a. Requesting judicial
authority

The Hon. Saliann Scarpulla
Supreme Court of the State
of New York
Commercial Division 60
Centre Street Courtroom
208 New York, NY 10007
Telephone: (646) 386-3690

b. To the competent authority High Court of Ireland of

6. Names and addresses of the Parties

a. Plaintiff

Leonid L. Lebedev

Representative

Michael C. Miller Steptoe & Johnson LLP 1114 Avenue of the Americas New York, NY 10036 Telephone: (212) 506-3955 Leonard Blavatnik

b. Defendant 1 Representative

Stephen Broome Quinn Emanuel Urquhart & Sullivan, LLP 51 Madison Avenue 22nd Floor New York, NY 10010 Telephone: (212) 849-7000

Defendant 2

c. Representative

Viktor Vekselberg

Paul B. Carberry White & Case LLP 1155 Avenue of the Americas New York, NY 10036 Telephone: (212) 819-8507

~~5. a. Requesting judicial authority-~~

~~The Hon. Saliann Scarpulla Supreme Court of the State of New York Commercial Division 60 Centre Street Courtroom 208 New York, NY 10007 Telephone: (646) 386-3690~~

~~b. To the competent authority of~~

~~High Court of Ireland~~

~~6. Names and addresses of the Parties~~

~~a. Plaintiff~~

~~Leonid L. Lebedev~~

~~Representative~~

~~Michael C. Miller Steptoe & Johnson LLP 1114 Avenue of the Americas New York, NY 10036 Telephone: (212) 506-3955~~

b. Defendant 1 ~~Len Blavatnik~~
Representative ~~Stephen Broome~~
~~Quinn Emanuel Urquhart & Sullivan,~~
~~LLP~~
~~51 Madison Avenue~~
~~22nd Floor~~
~~New York, NY 10010~~
~~Telephone: (212) 849-7000~~

e. Defendant 2 ~~Viktor Vekselberg~~
Representative ~~Paul B. Carberry~~
~~White & Case LLP~~
~~1155 Avenue of the Americas~~
~~New York, NY 10036~~
~~Telephone: (212) 819-8507~~

7-7. Nature of the proceedings and summary of claims

This action, captioned *Lebedev v. Blavatnik, et al.*, No. 650369/2014 (N.Y. Sup.) (Scarpulla, J.), is proceeding before the Requesting Court. It is a \$2 billion dispute in which the role of an Irish company—Coral Petroleum Ltd. (“Coral”)—its ~~owners and directors, their~~ relationship and agreements with Plaintiff Lebedev, ~~and~~ the capacity in which Coral was acting on behalf of Lebedev in entering into transactions with Blavatnik and Vekselberg, and the identity of Coral’s true owners, are material facts. ~~Coral, however, is~~ Coral’s accountants—Roberts Nathan—also likely possess information material to the parties’ dispute, including information concerning the true nature of Coral’s business and

operations, Coral's ownership structure, Coral's relationship with Lebedev, and what Coral did with the millions of dollars in payments it received from Blavatnik and Vekselberg. Coral and Roberts Nathan all have the same address: 1st Floor, 10-11 Exchange Place, IFSC, Dublin 1, D01 N4X6. Coral and Roberts Nathan are beyond the jurisdiction of the Requesting Court, thus necessitating this Letter of Request for International Judicial Assistance.

In his Amended Complaint (“AC”) (a copy of which is attached hereto as Exhibit A), Lebedev alleges that he entered a joint venture with defendants Blavatnik and Vekselberg in order to obtain control of the Russian oil company Tyumenskaya Neftyanaya Kompania (“TNK”). Lebedev alleges that the parties orally agreed to the “central provisions of [a] draft agreement” titled “Investment Agreement” in the Spring of 2001. (AC ¶ 56.) A copy of that Russian-language document, along with an English translation, is attached hereto as Exhibit B. According to Lebedev, he made contributions through companies he controlled of \$25 million in cash as well as a 1.8% shareholding in TNK, and a 10.5% shareholding in a related entity, Nizhnevartovskneftgaz OAO (“NNG”), to entities controlled by Blavatnik and Vekselberg in furtherance of their efforts to obtain control of TNK. (AC ¶ 28-~~29~~29, 34-35.) Lebedev alleges that in exchange for these contributions by companies he controlled, the Investment Agreement entitled him personally to a “15% aggregate share” in a joint venture holding company named Oil and Gas Industrial Partners Ltd. (“OGIP”), which directly and/or indirectly held the parties’ stock in TNK. (AC ¶ 48.)

Lebedev further alleges that, “[a]s a sign of their good faith to honor this new joint venture, Blavatnik and Vekselberg proposed to give Plaintiff a \$200 million promissory note as assurance of payment of dividends from OGIP, the (purported) joint venture holding company.” (AC ¶ 58.) Lebedev contends that, rather than receive the funds directly, he relied on the advice

of his trusted friend, Martin Bartek (who is now deceased), and “nominated an oil and gas trading company, named Coral Petroleum, to receive the dividends payable to [Lebedev]” under the promissory note. (AC ¶ 59.) Lebedev claims that Mr. Bartek was the owner of Coral, that Mr. Bartek proposed Coral receive the income due to Lebedev under the promissory note, and that Lebedev agreed. Accordingly, at Lebedev’s request, Blavatnik and Vekselberg caused OGIP, which they controlled, to issue the \$200 million promissory note to Lebedev’s nominee, Coral. (It is not clear to Blavatnik and Vekselberg how, whether, and if so, when the payments to Coral were transferred to Lebedev.) The parties dispute several factual issues regarding the promissory note, including when it was issued, the purpose for which it was issued, and whether it was issued pursuant to the alleged 2001 oral agreement. A copy of the promissory note is attached hereto as Exhibit C.

Lebedev alleges that Blavatnik and Vekselberg breached the alleged 2001 oral agreement in several ways beginning in 2001 by, *inter alia*, “den[ying] [Lebedev] his right to dividends from 2001 onwards,” and denying his “right to contribute assets to the joint venture.” (AC ¶ 149.) In addition, Lebedev alleges that Blavatnik and Vekselberg breached the 2001 oral agreement in 2013, when they sold their interests in TNK to Rosneft, the Russian state-owned oil company, and refused to give Lebedev 15% of their share of the sale proceeds. Lebedev claims his share of the sale proceeds is worth in excess of \$2 billion. (AC ¶¶ 101- ~~03~~103.) In his Amended Complaint, Lebedev asserts causes of action for breach of contract, breach of joint venture agreement, and breach of fiduciary duty. Lebedev also asserted a fraud claim that the Requesting Court dismissed upon Blavatnik’s and Vekselberg’s motion.

In response to Lebedev’s allegations, Blavatnik and Vekselberg contend that they did not enter a joint venture with Lebedev in 2001 (or at any time) and that they bought out the

December 1, 2001 promissory note held by Lebedev's nominee, Coral, and any and all rights Lebedev personally had in any TNK stock, for \$600 million pursuant to an Acquisition Agreement dated June 20, 2003. A copy of the Acquisition Agreement is attached hereto as Exhibit D. The Acquisition Agreement states that it is between a company owned by defendants—Rochester Resources Limited (“Rochester”)—and Coral, the entity (according to Lebedev) that was then owned by Mr. Bartek and nominated by Lebedev to hold the promissory note and receive dividend payments on Lebedev's behalf. The Acquisition Agreement is signed by Mark Azzopardi-Holland, of J.B. Nicholas Ltd—a director of Rochester—and Ilya Sanochkin, who, according to Lebedev, is the head of Coral's Moscow's Representative Office.—
~~Mr. Sanochkin also worked for Sovlink LLC, the financial advisor that Lebedev alleges appraised his interest in the alleged joint venture and represented him in the negotiations concerning the 2003 Acquisition Agreement.—~~

Lebedev contends that although he was comfortable with Coral receiving dividends on his behalf under the \$200 million promissory note, he was not comfortable with Coral having control of the \$600 million he was to receive under the Acquisition Agreement. He alleges that he therefore nominated a separate entity, Agragorn Holdings Limited (“Agragorn”) to receive the \$600 million on his behalf and that, although Agragorn was a wholly-owned subsidiary of Coral, Lebedev retained control of Agragorn's bank accounts. ~~Thus, the~~**The** parties agree that (1) the \$600 million acquisition price set forth in the Acquisition Agreement between Rochester and Coral was paid in full to Agragorn, whose bank accounts Lebedev controlled, (2) at the time Blavatnik and Vekselberg caused the payments to be made to Agragorn, Agragorn was a wholly-owned subsidiary of Coral, and (3) Lebedev, not Coral or Agragorn, was the ultimate beneficiary of the \$600 million. The parties dispute, however, whether Lebedev owned and/or controlled Coral, and the relationship between Lebedev, Agragorn, and Coral. In particular, it is

unclear to Blavatnik and Vekselberg how Lebedev could control Agragorn's bank accounts if Agragorn was a wholly-owned subsidiary of Coral, but Lebedev had no control over Coral, as he asserts.

The 2003 Acquisition Agreement provides for a waiver and release of “any and all” claims and interests “~~relating~~related to” or “emanating from” the transfer of Lebedev’s shares in TNK to companies owned by Blavatnik and Vekselberg and other contributions Lebedev may have made to Blavatnik and Vekselberg’s efforts to gain control of TNK. Accordingly, Blavatnik’s and Vekselberg’s position is that the Acquisition Agreement squarely bars Lebedev’s claims in the New York action.

Lebedev, however, contends that, because he nominated Coral to sign the Acquisition Agreement, he is not personally bound by the Acquisition Agreement or the waiver and release provisions contained therein. Lebedev asserts that Coral released only (1) its rights to the promissory note and (2) Lebedev’s ~~right~~rights to dividend payments from the alleged joint venture, but not his equity share in the alleged joint venture. Lebedev further contends that (1) he is not now and has never been an owner or an affiliate of Coral, (2) Coral was not acting as his agent in entering the Acquisition Agreement, and (3) Coral did not have authority to bind him personally to the Acquisition Agreement.

Thus, a central issue in this case is whether the Acquisition Agreement between Coral and Rochester had the effect of buying out all of Lebedev’s rights and interests in TNK—not just the promissory note and Lebedev’s dividend rights—such that the \$2 billion claim he now asserts against Blavatnik and Vekselberg is barred by the Acquisition Agreement’s waiver and release.

The Acquisition Agreement between Coral and Rochester contains an arbitration provision that requires all disputes between them arising under the agreement be arbitrated in London. Accordingly, Rochester initiated an arbitration against Coral under the UNCITRAL Rules by Notice of Arbitration, dated December 18, 2014, Arbitration No. UN152903,

administered by the London Court of International Arbitration (the “Arbitration”). In the arbitration, Rochester seeks declarations that may clarify the fact that Coral acted on behalf of Lebedev in entering the 2003 Acquisition Agreement and that the Acquisition Agreement was intended to release “any and all” rights Lebedev may have had in the TNK stock and other contributions he alleges he made to Blavatnik’s and Vekselberg’s efforts to obtain control of TNK. Neither Coral nor Lebedev appeared at the Arbitration, however. Rochester presented evidence and argument to a duly constituted Tribunal of English lawyers and is awaiting their decision. But whatever the Tribunal’s decision, it will not definitively resolve all of the factual issues upon which the Requesting Court seeks evidence in this Letter for Judicial Assistance.

The parties also dispute the nature of Coral’s business and operations. Coral’s publicly available records—including Coral’s Memorandum of Association—indicate that the object for which the company was established is, *inter alia*, to act as a “general agent on behalf of principals.” In addition, Coral’s publicly available financial statements—audited by Roberts Nathan—indicate that Coral has had minimal financial activity and no substantial operations of any kind. Thus, Blavatnik’s and Vekselberg’s understanding is that, at all relevant times, Coral was merely a shell entity that Lebedev selected to act as his agent for purposes of entering transactions with Blavatnik and Vekselberg. Lebedev, however, contends that Coral is a “well-known oil trading company” with substantial trading operations. To bolster this assertion, Lebedev purported to obtain a completely different set of financial statements—which are not publicly available and which appear to be audited by the Swiss firm, Alber Rolle—from a colleague, Nikita Belous, who now works at Lebedev’s company, Sintez. Mr. Belous has submitted sworn testimony that he formerly worked in Coral’s Moscow Representative Office under Mr. Bartek.

The parties also dispute who owned Coral at the time it entered the Acquisition Agreement, and who owns it now. Although publically available records indicate that, at all relevant times, Coral was, and is today, directly owned by Transworld Properties Limited, these records do not reveal the identity of Coral's ultimate beneficial owners. Lebedev has submitted sworn testimony that Coral was owned by his friend, Martin Bartek, but Lebedev has also stated in a February 2014 interview with the Russian-language magazine Vedemosti, and in other documents, that Lebedev *himself* owned Coral. Thus, whether Lebedev owned Coral at the time it entered the Acquisition Agreement in 2003, and whether Lebedev owns Coral today, is a material issue in dispute between the parties.

Because Coral refused to ~~participate~~appear in the Arbitration filed by Rochester, and because Coral is not subject to the jurisdiction of the Requesting Court, the testimony requested herein will assist the Requesting Court and the parties in resolving numerous factual disputes at issue in the New York Action.

8.8. Evidence to be obtained or other judicial action to be performed

This Request seeks sworn deposition testimony on the topics set forth in section 10, below, and the production of documents relevant to the topics set forth in Section 11, below. The evidence sought will provide Blavatnik and Vekselberg with information relevant to the issue of their liability to Lebedev.

9.9. Identity and address of any person to be examined

Blavatnik and Lebedev seek to examine an owner, director, employee, and/or agent from each of Coral and Roberts Nathan who is in a position to properly address the topics identified in Section 10 below. In particular, they seek to examine an owner, director, employee, and/or agent ~~at~~from each of Coral and Roberts Nathan with specific knowledge of Coral's agreements and

dealings with Lebedev, [the nature of Coral's business and operations, and Coral's financial statements](#). Given Blavatnik's and Vekselberg's lack of familiarity with the internal workings of

Coral, Blavatnik and Vekselberg request that Coral [and Roberts Nathan each](#) nominate an appropriate witness or witnesses who is/are in a position to give evidence in respect of the topics identified in Section 10 below.

[Coral and Roberts Nathan are located at the same address: 1st Floor, 10-11](#)

[Exchange](#)

[Place, IFSC, Dublin 1, D01 N4X6.](#)

~~10.~~ **10. Questions to be put to the persons to be examined or statement of the subject-matter about which they are to be examined.**

Any individual(s) deposed for purposes of this request will be examined regarding the following topics:

1. Coral's agreements and dealings with Lebedev;
2. Communications between Coral and Lebedev (and/or his agents or representatives);
3. Coral's agreements and dealings with OGIP;
4. Coral's agreements and dealings with Rochester;
5. Coral's agreements and dealings with Blavatnik and/or Vekselberg (and/or their agents or representatives);
6. Coral's corporate authorizations to (1) be the holder of the Promissory Note dated as of December 1, 2001, and (2) enter the Acquisition Agreement dated June 20, 2003;
7. Coral's ownership of Agragorn and Lebedev's control of Agragorn's bank accounts;
8. Coral's Moscow ~~office~~ [Representative Office](#) and the authority of Mr. Sanochkin, the head of that office, to sign the 2003 Acquisition Agreement;
9. Communications with Martin Bartek, the purported owner of Coral, regarding any of the foregoing topics;

10. Coral's ownership structure and operations;

11. Coral's financial statements;

12. ~~H.~~Coral's communications with Lebedev regarding the Arbitration-; and

13. The identity of Coral's ultimate beneficial owners between 1998 and 2013.

The requested topics are relevant because they will likely reveal the true nature of the relationship between Lebedev and Coral, the capacity in which Coral was acting in entering the December 1, 2001 Promissory Note with OGIP and the June 20, 2003 Acquisition Agreement with Rochester, and the scope of Coral's authority to release Lebedev's claims relating to his TNK stock and other contributions.

~~H.~~11. Documents or other property to be inspected

It is requested that the witness(es) to be examined ~~bring~~**be ordered to produce** relevant documents to the **Parties' representatives within thirty (30) days of receiving an order from the Central Authority of Ireland to appear for the** examination, which **documents** are listed below. These documents are sought to enable an informed examination and will be ancillary to the deponent's oral testimony. The requested documents include:

- a.**~~**a.**~~ In relation to Topics 1 and 2, any agreements and communications between Coral and Lebedev;
- b.**~~**b.**~~ In relation to Topics 3, 4, and 5, any agreements and communications between or among any of Coral, OGIP, Rochester, Blavatnik and/or Vekselberg (and/or their agents or representatives);
- c.**~~**c.**~~ In relation to Topic 6, any corporate authorizations relating to the Promissory Note or the Acquisition Agreement;
- d.**~~**d.**~~ In relation to Topic 7, documents sufficient to show Coral's acquisition of Agragorn and any agreements between Coral and Lebedev regarding Agragorn and/or Agragorn's bank accounts;
- e.**~~**e.**~~ In relation to Topic 8, **documents sufficient to show the nature and operations of Coral's Moscow Representative Office, and** any agreements or communications between or among Coral's owners or directors, Lebedev, and/or Mr. Sanochkin regarding Mr. Sanochkin's authority to sign the 2003 Acquisition Agreement,

including the documents sufficient to identify the individual who granted Mr. Sanochkin power of attorney to sign the Agreement;

~~f.~~ f. In relation to Topic 9 above, documents sufficient to show Martin Bartek's interests and role in Coral and any communications between Bartek and Lebedev or with Bartek and others at Coral regarding Lebedev;

~~g.~~ g. In relation to Topic 10 above, documents sufficient to show the nature of Coral's business and operations;

h. In relationship to Topic 11 above, all of Coral's financial statements for the years 1998-2013;

i. In relation to Topic 12 above, communications with Lebedev regarding the Arbitration;

j. In relation to Topic 13 above, documents sufficient to identify Transworld Properties Limited's, and Coral's, ultimate beneficial owner(s).

~~12.~~ 12. Any requirement that the evidence be given an oath or affirmation and any special form to be used

The examination of the person(s) designated by the Central Authority of Ireland shall be taken under oath before (1) a secretary of embassy, consul general, vice-consul or consular agent of the United States of America or any officer authorized to administer oaths under the laws of the United States or of Ireland, or (2) before a person appointed by the court and empowered to administer oaths and take testimony.

The Requesting Court further requests that you require that the testimony given during depositions be given under the following oath: "I [name of deponent] swear [or affirm] that the testimony that I am about to give is the truth, the whole truth and nothing but the truth, so help me God."

In the event that the law of Ireland does not permit the swearing of an oath by a particular witness, the duly appointed officer shall make inquiry of such witness to ensure that he/she understands the gravity of the procedure and affirms that his/her statements will be true and correct in all respects.

13. Special methods or procedure to be followed

The Requesting Court respectfully requests that counsel for Lebedev, of the one part, and Blavatnik and Vekselberg, of the other part, be notified of the date, time and place of said deposition, and that they be allowed to appear at the deposition and to participate by asking questions of the deponents or submitting additional questions to the court.

The Requesting Court respectfully requests that any examination be taken ~~under~~pursuant to New York's Civil Practice Law and Rules ("CPLR"), except to the extent such procedure is incompatible with Irish law.

The Requesting Court respectfully requests that the examinations be taken before a commercial stenographer and a verbatim transcript be produced. The Requesting Court additionally requests that the examination be conducted in English, if possible. If it is necessary to use interpreters, then the examination shall be taken before two stenographers, and verbatim transcripts in both the examining language and English shall be produced. In addition, the Requesting Court requests that the examination be recorded by videographic means.

~~14.~~ 14. Request for notification of the time and place for the execution of the Request and identity and address of any person to be notified¹

The Honorable Saliann Scarpulla
Supreme Court of the State of New York
Commercial Division

Part 39, Courtroom 208

60 Centre Street
New York, New York 10007
U.S.A.
Telephone: (646) 386-3690

~~¹For the avoidance of doubt, nothing in this Letter of Request should be construed as a submission by the Applicant to the jurisdiction of the courts of Ireland nor are the legal representatives of the Applicant instructed to accept service of any proceedings in Ireland.~~

¹ For the avoidance of doubt, nothing in this Letter of Request should be construed as a submission by the Applicant to the jurisdiction of the courts of Ireland nor are the legal representatives of the Applicant instructed to accept service of any proceedings in Ireland.

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New York, NY 10036
Telephone: (212) 506-3955

~~15.~~ 15. Request for attendance or participation of judicial personnel of the requesting authority at the execution of the Letter of Request

None at this time.

~~16.~~ 16. Specification of privileges or duty to refuse to give evidence under the law of the State of Origin

None at this time.

~~17.~~ 17. The fees and costs incurred which are reimbursable will be borne by:

The fees and costs incurred which may be reimbursable, being the reasonable fees and costs in connection with the execution of this Letter of Request, for the service of process necessary to secure the document production will be initially borne by Blavatnik and Vekselberg. The payment of any such fees and costs is without prejudice to Blavatnik's and Vekselberg's rights to make subsequent requests for reimbursement of those fees and costs from other parties to the proceedings before the Requesting Court.

~~DATE OF REQUEST~~

~~SIGNATURE AND SEAL OF THE
REQUESTING AUTHORITY~~

DATE OF REQUEST

SIGNATURE AND SEAL OF
THE REQUESTING
AUTHORITY