

THIS SETTLEMENT AGREEMENT (the Agreement) is made this 21<sup>st</sup> day of August 2003

**BETWEEN**

- (1) The Federal Republic of Nigeria and its Government (the FRN, which expression is to include its organs of government) represented by its Attorney General and Minister of Justice of the Federation having been authorised by the President of the FRN;

*and*

Abubakar Atiku Bagudu (AB) on his own behalf and on behalf of his Affiliates and Named Affiliates (as defined below), and each reference to AB in this Agreement includes a reference to any one or more of his Affiliates and or Named Affiliates unless otherwise expressly provided.

**WHEREAS:**

- A. The FRN has considered that AB corruptly received money and other benefits during the period when General Abacha was in power in Nigeria, and that he holds and is concealing the proceeds of such corrupt receipts. The FRN has carried out investigations and brought proceedings in various jurisdictions to identify and obtain the return of the said proceeds. AB has maintained and continues to maintain that he is innocent of the wrongdoing alleged against him.
- B. The FRN, AB and Mohammed Abacha (MA) have previously agreed terms for settlement (the Global Settlement Agreement) but that agreement has not become effective because MA did not exchange the contractual documents. Under the Global Settlement Agreement assets held in the Doraville account in Jersey would not be paid to FRN, whereas under this Agreement such assets will be paid to FRN.
- C. Previously terms of settlement were offered by DJ Freeman (now Kendall Freeman) acting on behalf of the FRN to David Llewellyn Jones and his company Smith & Tyers Limited which involved a payment to FRN of US\$325,000 and a further US\$394,820 being placed in an escrow account pending court determination in London. Such negotiations are superseded by this Agreement by incorporation of a payment of US\$719,820 for the absolute benefit of the FRN.

- D. The FRN and AB now agree, without admission on either side, that it is appropriate to reach a final settlement of all proceedings, claims and other disputes between them.

**THE PARTIES AGREE:**

1. The FRN and AB will work together to restore the previous harmony and goodwill that had existed between the parties, who were once friends and colleagues and hope to be so again in the future. Full status as a citizen under the constitution of the FRN, particularly freedom of movement to and from and within Nigeria and rights to property, will be restored to AB.
2. Each part of each of the terms of this Agreement is immediately and separately binding.
3. This Agreement finally resolves and releases all claims and liabilities of any kind which exist or might exist against AB in favour of or at the suit of the FRN (the Resolved Matters) save as expressly provided. The Resolved Matters include all civil claims, all administrative claims, all claims arising out of, deriving from or associated with criminal proceedings, the claims made by the FRN in relation to security votes (London High Court, No HCO1 C03260) ("the Security Votes Proceedings"), Ajaokuta (London High Court, 1999 Folio No 831), Ferrostaal, vaccines, the Imo River dredging contract and other government contracts. This Agreement also resolves and releases all civil claims which AB has against the FRN. In entering into this Agreement neither party has relied on any representation made by or on behalf of the other party or on disclosures made or duties to make disclosure by any party.
4. AB's Named Affiliates shall have the full benefit of clause 3 as if it were made with each of them individually. AB's Affiliates shall have the full benefit of clause 3 as if it were made with each of them individually save as regards any claim or liability asserted against them by the FRN by virtue of a legal connection to MA.
5. The following documents will be executed simultaneously with this Agreement:
  - a) the escrow agreement annexed at Schedule 1 (the Escrow Agreement);
  - b) the letters of withdrawal annexed at Schedule 2 (the Letters of Withdrawal);
  - c) the side letters annexed at Schedule 3 (the Side Letters).

6. This Agreement and the documents annexed hereto are confidential, contain commercially sensitive information and some are subject to considerations of the sovereign interest of the FRN.
7. Immediately following the execution of this Agreement it will be implemented in sequential stages as follows. The parties agree to use their best endeavours to arrange that each of the steps in any one stage occur at the same time.

#### Stage 1

- 7.1 The parties shall apply to the English High Court for an order in the Security Votes Proceedings seeking a Tomlin Order staying proceedings on agreed terms that the Court will enforce. The Tomlin Order (set out in Schedule 4 to this Agreement) will schedule the terms of this Agreement.
- 7.2 AB and the FRN will cooperate in making and supporting any necessary application to the English High Court in actions 1999 Folio Nos. 404 and 405 for permission to give effect to this Agreement.

#### Stage 2

- 7.3 By despatch of the Letters of Withdrawal to the authorities in Switzerland, Jersey, the United Kingdom, Liechtenstein and France the FRN will withdraw against AB all and any requests for mutual assistance in criminal matters in connection with the Resolved Matters, criminal complaints against AB, and claims for compensation in connection with the Resolved Matters.
- 7.4 If further requests from the FRN are necessary to effect withdrawal their term will, if possible, be agreed between the parties in advance. If it is impossible to agree those terms, the FRN must nevertheless use its best endeavours to effect such withdrawal as soon as practicable, consistent with this Agreement.
- 7.5.1 By despatch of relevant instructions in accordance with the terms of the Escrow Agreement, AB shall instruct the relevant bank to pay:
- (i) \$163m from the bank account number 332850 held in the name of Doraville Properties Corporation with Deutsche Bank International Ltd, Jersey;

- (ii) the full value of the assets held by Gottardo Trust Company Limited for Madina in the bank account numbered 615223 with Banque du Gothard, Geneva;
- (iii) the full value of the assets held by Kouros Limited in account number 95769 with Banque du Gothard, Geneva; and
- (iv) and \$719,820 from the bank account number 332850 held in the name of Doraville Properties Corporation with Deutsche Bank International Ltd, Jersey;

7.5.2 AB shall further in accordance with the terms of the Escrow Agreement instruct or cause to be instructed the relevant bank to pay or transfer:

- (i) the full value of the funds held in the account of Epcel Ltd at Barclays PLC, Jersey;
- (ii) the full value of the funds held by Autonet Anstalt in account number 314.348.999 with Verwaltungs und Privat Bank AG, Vaduz;
- (iii) the full value of the funds held by Glossy Foundation in LGT Bank Liechtenstein AG, Vaduz.
- (iv) the full value of the funds held by Illo Magaji Foundation in Liechtensteinische Landesbank AG, Vaduz.
- (v) the full value of the funds held by Zoita Management SA in Liechtensteinische Landesbank AG, Vaduz.

7.5.3 By despatch of relevant instructions in accordance with the terms of the Escrow Agreement AB shall instruct the relevant bank to pay the full value of the assets held by Fawnview Limited in account number 690863 with Credit Agricole Indosuez, Geneva (the Fawnview Assets) to an account with a bank within the jurisdiction of the Courts of England and Wales.

7.6 The acknowledgement by the relevant receiving bank of the transfer of the said assets shall be a good discharge and receipt.

### Stage 3

- 7.7 AB shall withdraw his appeals in the English High Court matter 1999 Folio No. 831, and the FRN shall withdraw its cross-appeals, and the proceedings therein will be brought to an end with no further order (except as may be necessary for giving effect to this Agreement).
- 7.8 AB shall withdraw all proceedings he has brought against the FRN in Nigeria and elsewhere.

### Final Implementation

- 7.9 Final Implementation shall not take place until all the transfers have been effected in accordance with the Escrow Agreement.
- 7.10 On Final implementation:
- a) AB shall give up, as against the FRN only, any interest he has in the Abacha Accounts (schedule 5 to this Agreement) and one half of the Fawnview Assets.
  - b) The FRN shall renounce any interest whatsoever whether of a legal or beneficial nature to the assets set out in Schedule 6 of this Agreement (the AB Assets). No claim of any kind at all will attach to the AB Assets and they will be held by AB free from any claims existing or future, direct or indirect, contemplated or otherwise by the FRN or in whole or part at its behest or on its behalf or for its benefit.
  - c) The freezing injunction in the Security Votes Proceedings shall be lifted as against AB and AB's Assets, his Named Affiliates and his Named Affiliates assets so as to give them full enjoyment of them. The FRN shall discontinue the Security Votes Proceedings as against AB and his Named Affiliates.
8. The parties agree to cooperate fully in obtaining the release of all of AB's Assets howsoever frozen and their payment or transfer in accordance with the terms of this Agreement. In particular AB and the FRN will use their best endeavours to ensure that all of the Stages involving action by national authorities are completed including

initiating and/or participating in meetings with national authorities and providing assurances to them as necessary.

9. The parties recognise that it may be necessary for details to be worked out in order to implement and carry these terms fully and speedily into effect. The parties agree in good faith to reach agreement upon any such details based on the overriding principle of giving effect to the terms of this Agreement. For these purposes the FRN irrevocably appoints EM, and AB irrevocably appoints Julian Connerty (JC) of Clyde & Co, 51 Eastcheap, London EC3M 1JP.
10. If either EM or JC respectively becomes unwilling or unable to carry out his tasks under the terms of and in connection with this Agreement he shall be replaced by another partner from and nominated by his firm.
11. The FRN will remain free to pursue claims against anyone other than AB. The FRN guarantees that AB will not suffer any liability or loss as a result of any such claims being pursued or enforced against any bank or other financial institution.
12. This Agreement is governed by English law, and the English Courts shall have jurisdiction over any disputes arising out of or in connection with it; such jurisdiction shall be exclusive except as provided by Clause 14.
13. The FRN hereby waives any right to claim sovereign immunity in relation to proceedings arising out of this Agreement, and for the enforcement of any order or judgement made in such proceedings.
14. Notwithstanding clauses 6 and 12, AB may raise and rely on this Agreement in any court or tribunal by way of defence or to seek a declaration or injunctive relief in relation to a claim brought (or to be brought) by the FRN or any organ of government of the FRN.
15. The FRN hereby appoints Monfrini Bottge & Associates of 3 Place du Molard, 1204 Geneva, Switzerland as its agents for service of any proceedings arising from or in connection with this Agreement.

16. AB hereby appoints Clyde & Co. of 53 Eastcheap London EC3M 1JP as its agents for service of any proceedings in England arising from or in connection with this Agreement.
17. In this Agreement the Affiliates of AB means –
- A. natural or legal persons who act, have acted, or are alleged to have acted as holder of power of attorney, nominee or trustee of AB in relation to acts or omissions by them in that capacity or alleged capacity;
  - B. trusts, anstalts and foundations in which AB has, or has had, or is alleged to have had an interest;
  - C. companies in which AB has, has had or is alleged to have had any beneficial interest and the director or holders of powers of attorney thereof, in relation to acts or omissions by them in that capacity or alleged capacity;
18. In this Agreement the Named Affiliates of AB means –
- A. David Llewellyn Jones
  - B. Smith and Tyers Limited
  - C. Robinson International
  - D. AB's wife, children, brothers and sisters
19. Should MA and the FRN agree to implement the Global Settlement Agreement in the future (or any other agreement based on it) then payments made under this Agreement shall count towards payments to be made by the Settling Parties (as defined in that agreement) under any such agreement. In such circumstances AB and FRN will cooperate and take such steps as are necessary to implement such agreement including signing appropriate documentation and instructions.
20. This Agreement may be executed in counterpart. If it is then it will only take effect on mutual exchange of executed copies of the Agreement.

Signed

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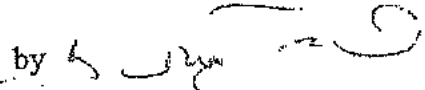
This        day of        2003

by Abubakar Bagudu on behalf of himself and on behalf of his Affiliates and Named  
Affiliates

Signed

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This <sup>25<sup>th</sup></sup> day of August 2003

by    
Federation on behalf of the FRN

Attorney General and Minister of Justice of the



## ESCROW AGREEMENT

This Escrow Agreement is entered into between:

- (1) The Federal Republic of Nigeria and its Government represented by its Attorney General and Minister of Justice of the Federation having been authorised by the President of the Federation of Nigeria (the FRN);
- (2) Abubakar Bagudu (AB).
- (3) Bruno de Preux of De Pfyffer & Associates and Enrico Monfrini of Monfrini Bottge & Associates as joint escrow agents (**Escrow Agents**) for AB and the FRN.

### WHEREAS:

- A. The FRN and AB have executed a Settlement Agreement today (the **Principal Agreement**).
- B. The **Principal Agreement** requires certain assets (the **Escrow Assets**) to be paid into an escrow account (the **Escrow Account**) to be established in accordance with this Escrow Agreement (see paragraph 7.5 of the **Principal Agreement**).
- C. This Escrow Agreement sets out the **Escrow Agents'** obligations in connection with the **Escrow Assets**.

### THE PARTIES AGREE AS FOLLOWS

1. Except where they are separately defined in this Escrow Agreement, all terms in bold type have the meanings defined in the **Principal Agreement**.
2. This Escrow Agreement will remain in force upon the death, resignation or incapacity of any or both of the **Escrow Agents**. If Bruno de Preux or his successor dies, resigns or becomes incapacitated for any reason the parties agree AB may

appoint a partner of De Pfyffer & Associates, Geneva in his stead. If Enrico Monfrini or his successor dies, resigns or becomes incapacitated for any reason the parties agree that the FRN may appoint a partner of Monfrini Bottge & Associates, Geneva in his stead.

3. The Escrow Agents will establish the Escrow Account. Any transaction or operation of the Escrow Account shall require the agreement and signature of both Enrico Monfrini and Bruno De Preux. AB shall have title to assets received in the Escrow Account subject to his obligations under the Settlement Agreement.
4. The Escrow Agents shall receive into the Escrow Account all sums of money transferred or paid into same pursuant to the principal Agreement and shall give written confirmation to the FRN and AB of all sums received into the Escrow Account as soon as each sum is received.
5. Subject to the requirement in Clause 3 above for agreement between the Escrow Agents, the Escrow Agents shall determine when Stage 3 of the Principal Agreement has been completed and when the conditions specified in Clause 6 below have been met.
6. When the Escrow Agents are satisfied that:
  - a) all the Escrow Assets (or their equivalent) have been received; and
  - b) either:
    - i) the US proceedings for the extradition of AB to Jersey have been dismissed and AB has been at liberty for at least fourteen days; or

- ii) the Jersey Authorities have either dropped all criminal charges and/or related proceedings against AB or agreed to delegate them to Nigeria; and
- c) the Geneva Attorney General has either issued a classement in respect of all criminal charges and/or related proceedings against AB or agreed to delegate them to Nigeria; and
- d) the Liechtenstein authorities have released the assets of AB in Liechtenstein and not stated an intention to prosecute AB or bring related proceedings;

they will:

- 6.1 forthwith give the Side Letters to AB;
  - 6.2 transfer US\$160,719,820 as directed by his Excellency the President of Nigeria;
  - 6.3 transfer the balance of the funds on the Escrow Account to accounts to be nominated by AB; and
  - 6.4 confirm immediately in writing to the FRN and AB when the transfers at Clauses 6.2 and 6.3 have been effected.
7. The Escrow Agents must comply with the terms of this Escrow Agreement unless they receive different instructions from the FRN and AB, acting jointly. The Escrow Agents will comply with joint written instructions even if they differ from the terms of this Escrow Agreement.
8. The Escrow Agents will give written confirmation to the FRN and AB:
- (a) as soon as they receive any joint written instructions given under clause 7; and
  - (b) as soon as they have complied with those instructions.

9. Any communication under the Escrow Agreement will be made:

- (a) to the FRN, by sending the communication by fax and by first-class post to Enrico Monfrini of Monfrini Bottge & Associates of Place du Molard 3, 1204 Geneva, Switzerland, fax number + 41 22 310 2486;
- (b) to AB, by sending the communication by fax and by first class post to Julian Connerty of Clyde and Co, 51 Eastcheap London EC3M 1JP, fax number + 44 20 7623 5427;
- (c) to the Escrow Agents by sending the communication by fax and first class post to Bruno Preux, De Pffyer & Associates, 6 Rue Bellot, Geneva, Switzerland, fax number +41 22 704 0506 and by sending the communication by fax and first class post to Enrico Monfrini, Monfrini Bottge & Associates of Place du Molard 3, 1204 Geneva, Switzerland, fax number + 41 22 310 2486.

10. English Law governs this Escrow Agreement.

11. The English courts shall have jurisdiction over any disputes arising out of or connected with this Escrow Agreement. The FRN hereby waives any right to claim sovereign or state immunity in relation to proceedings arising out of this Escrow Agreement, and for the enforcement of any order made in such proceedings.

Executed by



Honourable Attorney General of the Federation and Minister of Justice

This 15<sup>th</sup> day of August 2003

on behalf of the FRN.

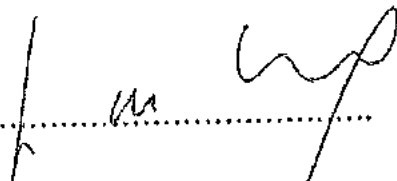
Executed by

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**Abubakar Bagudu**

This        day of        2003

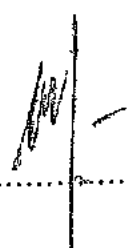
Executed by

By:.....  .....

**Bruno de Preux**

This 21<sup>st</sup> day of August 2003

Executed by

By:.....  .....

**Enrico Monfrini**

This 21<sup>st</sup> day of August 2003

GENEVA LETTER OF WITHDRAWAL

Monsieur Daniel ZAPPELLI  
Procureur général  
En son Parquet  
Palais de justice  
Place du Bourg-de-Four 1  
CH - 1204 GENEVE

Abuja, ... August 2003

Re: Criminal proceedings n° P/9806/2001 v. Mohammed ABACHA & al.  
Settlement with Abubakar BAGUDU

Mr. Attorney General,

In the context of the above criminal proceedings, I confirm to you that a final settlement agreement has been concluded between the Federal Republic of Nigeria and Abubakar BAGUDU, whereby the latter returns to the former the sum of USD 160'719'820.-.

Said agreement does not affect the proceedings and claims of the Federal Republic of Nigeria against other members of the ABACHA criminal organization.

In the context of the implementation of the settlement agreement with Abubakar BAGUDU, a joint professional account has been opened with Union Bancaire Privée, Geneva, by Me Enrico MONFRINI and Me Bruno de PREUX, acting as escrow agents, under their name and joint signature.

Simultaneously to the sending of this letter, transfer instructions signed by Abubakar BAGUDU are being sent to the concerned banks to effectuate the following transfers in favour of the above joint account:

- 1) USD 163'719'820.- from the bank account number 332850 held in the name of Doraville Properties Corp. with Deutsche Bank International Ltd., Jersey;
- 2) the full value of the assets held by Gottardo Trust Company Limited for Madina in the bank account numbered 615223 with Banque du Gothard, Geneva, less USD 1'000.-;
- 3) the full value of the assets held by Abubakar BAGUDU in account number 95769 "Kouros" with Banque du Gothard, Geneva, less USD 1'000.-;
- 4) the full value of the funds held in the account of Epcel Ltd at Barclays PLC, Jersey;
- 5) the full value of the funds held by Autonet Anstalt in account number 314.348.999 with Verwaltungs und Privat Bank AG, Vaduz;
- 6) the full value of the funds held by Glossy Foundation in LGT Bank Liechtenstein AG, Vaduz;

GENEVA WITHDRAWAL LETTER

- 7) the full value of the funds held by Illo Magaji Foundation in Liechtensteinische Landesbank AG, Vaduz;
- 8) the full value of the funds held by Zoita Management SA in Liechtensteinische Landesbank AG, Vaduz;
- 9) in addition, instructions signed by Abubakar BAGUDU have been sent to Credit Agricole Indosuez (Suisse) SA, Geneva, to transfer all assets on the account n°690863 of Fawnview Ltd, less USD 1'000.- to an account in London, that will be subject to the freezing order of Justice HART, of the High Court of Justice of London, in the context of the civil proceedings n° HCO1 CO3260 directed by the Federal Republic of Nigeria against Mohammed Sani ABACHA and others in respect of the Security Votes of the Central Bank of Nigeria.

I hereby respectfully ask you to send a letter to Banque du Gottard, Geneva, authorizing transfers n°2 and 3, and to Credit Agricole Indosuez (Suisse) SA, Geneva, authorizing transfer n°9.

When all the above transfers shall have taken place, Me Enrico MONFRINI and Me Bruno de PREUX shall give joint instructions to Union Bancaire Privée, Geneva, to return USD 160'719'820.- to the Federal Republic of Nigeria and to transfer the balance according to Abubakar BAGUDU's directions.

Under the condition precedent that the transfer instructions mentioned in the paragraph above are executed, the Federal Republic of Nigeria hereby declares to withdraw its criminal complaint and letter of constitution as a private interested party in the above proceedings of 23 November 1999, as far as Abubakar BAGUDU, his spouse, children, siblings and other affiliates are concerned.

The said criminal complaint and constitution as a private interested party are for the rest maintained.

A letter requesting the modification of the letters of requests for mutual assistance presented to Switzerland is sent through the diplomatic way to the Federal Office for Justice to withdraw the names of the above persons from the requests, as well as the companies and accounts they are the beneficial owner of.

In the name of the Federal Republic of Nigeria, I thank you for lending your assistance to the implementation of the settlement agreement with Abubakar BAGUDU.

Yours sincerely,

... (SAN)

Attorney-General of the Federation and  
Minister of Justice

Attachment



SWISS WITHDRAWAL LETTER

FEDERAL OFFICE OF JUSTICE  
International Mutual Assistance Section  
Bundesrain 20  
3003 BERN  
SWITZERLAND

Attn.:  
Me Pascal GOSSIN  
Me Sabine JAAG

Abuja, ... August 2003

Re: Requests for mutual assistance in the matter of ABACHA and others dated  
20 December 1999 and 21 May 2000 - Your Ref. B 114025/04 JAS

Sirs,

I write to you in the context of the above letters of request to confirm to you that a final settlement agreement has been concluded between the Federal Republic of Nigeria and Abubakar BAGUDU, whereby the latter returns to the former the sum of USD 160'719'820.-

To enable the restitution of the assets of Abubakar BAGUDU frozen in Switzerland, I request, in my capacity of Attorney-General of the Federation, the Federal Office of Justice to lift all freezing orders it may have issued following the above letters of requests in respect of the following accounts:

- account n°615223 of Gottardo Trust Company Limited for Madina with Banque du Gothard, Geneva;
- account n°95769 "Kouros" of Abubakar BAGUDU with Banque du Gothard, Geneva;
- account n°690863 of Fawnview Ltd with Credit Agricole Indosuez (Suisse) SA, Geneva.

As a consequence, under the condition precedent that said USD160,719,820 are returned, the Federal Republic of Nigeria hereby irrevocably withdraws the above mentioned requests for mutual assistance, to the extent that Abubakar BAGUDU, his wife and children and other affiliates, were targeted, as well as in respect of accounts n°615223 of Gottardo Trust Company Limited for Madina and account n°95769 "Kouros" of Abubakar BAGUDU with Banque du Gothard, Geneva.

This withdrawal does not affect the validity of the requests for mutual assistance, as far as



SWISS WITHDRAWAL LETTER

other targeted persons or companies are concerned. In the mutual assistance proceedings, the above mentioned persons and companies must in the future be considered as third parties.

We thank you for taking due note of the content of the present letter and remain,

Yours sincerely,

Attorney-General of the Federation

Mr. Peter GANA  
Police Commissioner  
Head of the Special Fraud Unit of the  
Nigerian Police Force  
Chairman of the Special Investigation  
Panel



**VADUZ WITHDRAWAL LETTER**  
(to be translated into German)

Dr. Robert WALLNER  
Leitender Staatsanwalt  
Dr. Thomas SCHMID  
Fürstlicher Landrichter  
Investigating Magistrate  
Fürstliches Landesgericht  
9490 VADUZ  
LIECHTENSTEIN

Abuja, ... August 2003

**Re: Federal Republic of Nigeria v. Mohammed ABACHA & al.**  
**11 UR 140/2000 - 12 UR 127/2000 - 2 UR 54/2000**

Sirs,

In the context of the above criminal proceedings, I confirm to you that a final settlement agreement has been concluded between the Federal Republic of Nigeria and Abubakar BAGUDU, whereby the latter returns to the former the sum of USD 160'719'820.-


Said agreement does not affect the proceedings and claims of the Federal Republic of Nigeria against other members of the ABACHA criminal organization.

In the context of the implementation of the settlement agreement with Abubakar BAGUDU, a joint professional account has been opened with Union Bancaire Privée, Geneva, by Me Enrico MONFRINI and Me Bruno de PREUX, acting as escrow agents for the parties, under their name and joint signature.

Simultaneously to the sending of this letter, transfer instructions are being sent to the concerned banks to effectuate the following transfers in favour of the above joint account:

- 1) the full value of the funds held by Autonet Anstalt in account number 314.348.999 with Verwaltungs und Privat Bank AG, Vaduz;
- 2) the full value of the funds held by Glossy Foundation in its account with LGT Bank Liechtenstein AG, Vaduz;
- 3) the full value of the funds held by Illo Magaji Foundation in its account with Liechtensteinische Landesbank AG, Vaduz;
- 4) the full value of the funds held by Zoita Management SA in its account with Liechtensteinische Landesbank AG, Vaduz;

I hereby respectfully ask you to send a letter to Verwaltungs und Privat Bank AG, Vaduz, authorizing transfer n°1, to LGT Bank Liechtenstein AG, Vaduz, authorizing transfer n°2, and to Liechtensteinische Landesbank AG, Vaduz, authorizing transfers n°3 and 4.



VADUZ WITHDRAWAL LETTER

When all the above transfers shall have taken place, Me Enrico MONFRINI and Me Bruno de PREUX shall give joint instructions to Union Bancaire Privée, Geneva, to return USD 160'719'820.- to the Federal Republic of Nigeria.

Under the condition precedent that the transfer instructions mentioned in the above paragraph are executed, the Federal Republic of Nigeria hereby declares to withdraw its criminal complaint and letter of constitution as a private interested party (*Privatbeteiligter*) in the above proceedings of 23 March 2001, as far as Abubakar BAGUDU, his spouse, children and other affiliates are concerned.



The criminal complaint and constitution as a private interested party are for the rest fully maintained.

A letter requesting the modification of the letters of requests for mutual assistance presented to Liechtenstein is sent through the diplomatic way to the Rechtsdienst der Regierung to withdraw the names of the above persons from the requests, as well as the companies they are the beneficial owner of.

In the name of the Federal Republic of Nigeria, I thank the authorities of Liechtenstein for lending their assistance to the implementation of the settlement agreement with Abubakar BAGUDU.

Yours sincerely,

Attorney-General of the Federation



**LIECHTENSTEIN WITHDRAWAL LETTER**

Rechtsdienst der Regierung  
des Fürstentums Liechtenstein  
Städtle 49  
9490 VADUZ  
LIECHTENSTEIN

Attention:  
Mr. Norbert MARXER

Abuja, ... August 2003

Re: Requests for mutual assistance in criminal matters in the matter of ABACHA and others, dated 28 July 2000, 10 October 2000 and 1<sup>st</sup> January 2001

Sirs,

I write to you in the context of the above letters of request to confirm to you that a final settlement agreement has been concluded between the Federal Republic of Nigeria and Abubakar BAGUDU, whereby the latter returns to the former the sum of USD 160'719'820.-

In the context of the implementation of the settlement agreement with Abubakar BAGUDU a joint professional account has been opened with Union Bancaire Privée, Geneva, by Me Enrico MONFRINI and Me Bruno de PREUX, acting as escrow agents for the parties, under their name and joint signature.

To enable the restitution of the assets of Abubakar BAGUDU, I request, in my capacity of Attorney-General of the Federation, the Rechtsdienst der Regierung des Fürstentums Liechtenstein to lift all freezing orders it may have issued following the above letters of requests in respect of the following accounts:

- 1) account of Autonet Anstalt with Verwaltungs und Privat Bank AG, Vaduz;
- 2) account of Glossy Foundation with LGT Bank Liechtenstein AG, Vaduz;
- 3) account of Illo Magaji Foundation with Liechtensteinische Landesbank AG, Vaduz;
- 4) account of Zoita Management SA with Liechtensteinische Landesbank AG, Vaduz;

LIECHTENSTEIN WITHDRAWAL LETTER

Under the condition precedent that the assets of these accounts are transferred to the joint account opened with Union Bancaire Privée, Geneva, by Me Enrico MONFRINI and Me Bruno de PREUX, the Federal Republic of Nigeria hereby irrevocably withdraws the above mentioned requests for mutual assistance, to the extent that Abubakar BAGUDU, his wife and children and other affiliates, were targeted, as well as in respect of the above accounts and companies.

This withdrawal does not affect the validity of the requests for mutual assistance, as far as other targeted persons, accounts or companies are concerned. In the mutual assistance proceedings, the above mentioned persons and companies must in the future be considered as third parties.

We thank you for taking due note of the content of the present letter and remain,

Yours sincerely,

Attorney-General of the Federation



**JERSEY WITHDRAWAL LETTER**

HM Attorney General  
Attorney General's Chambers  
Royal Court House  
Jersey JE1 DD  
Channel Islands

Abuja, ... August 2003

**Re: Request for mutual assistance in criminal matters in the matter of ABACHA and others dated 1 January 2001**

Sirs,

I write to you in the context of the above letter of request to confirm to you that a final settlement agreement has been concluded between the Federal Republic of Nigeria and Abubakar BAGUDU, whereby the latter returns to the former the sum of USD 160'719'820.-

In the context of the implementation of the settlement agreement with Abubakar BAGUDU a joint professional account has been opened with Union Bancaire Privée, Geneva, by Me Enrico MONFRINI and Me Bruno de PREUX, acting as escrow agents for the parties, under their name and joint signature.

Simultaneously to the sending of this letter, transfer instructions signed by Abubakar BAGUDU are being sent to the concerned banks to effectuate the following transfers in favour of the above joint account:

- 1) USD 163'719,820.- from the bank account n°332850 held in the name of Doraville Properties Limited with Deutsche Bank International Ltd, Jersey;
- 2) the full value of the funds held in the account of Epcel Ltd at Barclays PLC, Jersey;

To enable the restitution of the assets of Abubakar BAGUDU, I respectfully ask you, in my capacity of Attorney-General of the Federation, to authorize the three above transfers.

Under the condition precedent that the said transfers are effectuated, the Federal Republic of Nigeria hereby irrevocably withdraws the above mentioned requests for mutual assistance, to the extent that Abubakar BAGUDU, his wife and children and other affiliates, were targeted.

This withdrawal does not affect the validity of the above request for mutual assistance, as



JERSEY WITHDRAWAL LETTER

far as other targeted persons, accounts or companies are concerned. In the mutual assistance proceedings, the above mentioned persons must in the future be considered as third parties.

We thank you for taking due note of the content of the present letter and remain,

Yours sincerely,

Attorney-General of the Federation



FRANCE WITHDRAWAL LETTER  
translation

TRACFIN  
Ministere de l'économie, des finances et de  
l'industrie  
Rue de l'Université 23 bis  
75007 PARIS  
France

Abuja, ... August 2003

ABACHA case – money laundering alert

Sirs,

I refer to the registered mail that our Swiss Attorney, Me Enrico MONFRINI, sent you on 23 December 1999 relating to the assets in France on which there existed suspicion that they were the proceeds of crimes committed by members of the ABACHA criminal organisation (copy attached herewith).

I hereby inform you that a settlement agreement has been concluded between the Federal Republic of Nigeria and Abubakar BAGUDU, whereby the latter returns to the former USD 160'719'380.-.

As a consequence, under the condition precedent that said USD 160'719'380.- are returned, the Federal Republic of Nigeria hereby declares to withdraw its statement and request for freezing of accounts contained in the above letter of 23 December 1999, as far as Abubakar BAGUDU, his spouse, children, siblings and other affiliates are concerned.

The letter, and its statements and requests for freezing are, for the rest, maintained.

Yours sincerely,

(SAN)  
Attorney-General of the Federation and  
Minister of Justice

Attachment





**UK WITHDRAWAL LETTER**

Home Office  
Mutual Legal Assistance Section  
Judicial Co-operation Unit  
50 Queen Anne's Gate  
London SW1H 9AT  
United Kingdom

Abuja, ... August 2003

**Re: Request for mutual assistance in criminal matters in the matter of ABACHA  
and others dated 20 June 2000**

Sirs,

I write to you in the context of the above letter of request to confirm to you that a final settlement agreement has been concluded between the Federal Republic of Nigeria and Abubakar BAGUDU, whereby the latter returns to the former the sum of USD 160'719'820.-.

To enable the restitution of the assets of Abubakar BAGUDU, I request, in my capacity of Attorney-General of the Federation, the Home Office to lift all freezing orders it may have issued following the above letter of requests in respect of the following accounts:

- Account no 2472AB of Abubakar BAGUDU with Union Bancaire Privée, London;
- Account no 2473AB of Abubakar BAGUDU with Union Bancaire Privée, London;
- Account no 306411(102) of Abubakar and Aisha BAGUDU with Citibank N.A., London;
- Account nos 21776, 21775, of Ridley Group Ltd with Credit Agricole Indosuez, London;
- Account nos 21662-2155, and 21662-2160 of Abubakar BAGUDU with Credit Agricole, Indosuez, London;
- Account no 37304282 of Abubakar BAGUDU with HSBC;
- Account no 71219006 of Abubakar BAGUDU with HSBC;
- Funds held by Simons Muirhead and Burton Solicitors of 50 Broadwick Street London W1 on behalf of Smith and Tyers Ltd
- Account no 11215078 of David Jones with HSBC (Kingsbury 40 04 06)
- Account no 11215086 of David Jones with HSBC (Kingsbury 40 04 06)
- Account no 00907868 of David Jones with Lloyds TSB (Winchester 30 99 71)

UK WITHDRAWAL LETTER

As a consequence, under the condition precedent that said USD160,719,820 are returned, the Federal Republic of Nigeria hereby irrevocably withdraws the above mentioned requests for mutual assistance, to the extent that Abubakar BAGUDU, his wife, children, siblings and other affiliates, as well as David JONES and his company SMITH & TYERS LTD, may have been targeted, as well as in respect of the above accounts.

This withdrawal does not affect the validity of the request for mutual assistance, as far as other targeted persons or companies are concerned. In the mutual assistance proceedings, the above mentioned persons and companies must in the future be considered as third parties.

I thank you for taking due note of the content of the present letter and remain,

Yours sincerely,

Attorney-General of the Federation



OFFICE OF THE PRESIDENT OF THE FEDERAL REPUBLIC OF NIGERIA

August 2003

Presidential Statement in respect of global settlement of disputes between Mallam Abubakar Bagudu and his and affiliates and named affiliates and the Federal Republic of Nigeria

This statement is executed as a side letter to the Agreement (the Agreement) of today's date between the Federal Republic of Nigeria and its Government (FRN) and Abubakar Bagudu (AB) on behalf of himself and his affiliates and named affiliates as set out below (together AB).

This letter is confidential except that it may be produced to third parties by AB as confirmation that the Agreement finally resolves and releases all claims and liabilities of any kind which exist or might exist against AB in favour of or at the suit of any organ of government of the FRN (the Resolved Matters). The Resolved Matters include (but are not limited to): all civil claims, all administrative claims, all claims arising out of, deriving from or associated with criminal proceedings, the claims made by the FRN in relation to security votes (London High Court, No HCO/COB260) (the Security Votes Proceedings), Ajaokuta (London High Court, 1999 Folio No 831), Ferrostaal, vaccines, the Imo River dredging contract and other government contracts.

For the purpose of the Agreement, the affiliates of AB comprise:

- 1.1 natural and legal persons who act, have acted, or are alleged to have acted as holder of power of attorney, nominee or trustee of AB, in relation to acts or omissions by them in that capacity or alleged capacity;
- 1.2 trusts, anstalts and foundations in which AB has, or has had, or are alleged to have had an interest;

1.3 companies in which AB has, has had or are alleged to have had any beneficial interest and the directors or holders of powers of attorney thereof or an attorney in fact, in relation to acts or omissions by them in that capacity or alleged capacity,

For the purpose of the Agreement, the named affiliates of AB comprise:-

- A. David Llewellyn Jones
- B. Smith and Tyers Limited
- C. Robinson International
- D. AB's wife, children, brothers and sisters

This confirmation is given by the undersigned for and on behalf of the Federal Republic of Nigeria.

---

President Olusegun Obasanjo

President of the Federal Republic of Nigeria

---

I SAN. Hon Attorney-General of the Federation and Minister of Justice

M

g

Letter from the President of Nigeria

OFFICE OF THE PRESIDENT OF THE FEDERAL  
REPUBLIC OF NIGERIA

August 2003

Presidential Authority in Relation to Global Settlement Agreement

I confirm that [ ] SAN, as Honourable Attorney General of the Federation, has my full authority to contract in that capacity in relation to the Settlement Agreement between the FRN and Mallam Abubakar Bagudu and his affiliates and named affiliates (as defined in that agreement). This authority includes any documents entered into forming part of the arrangements between us, including side letters, letters of withdrawal of requests for assistance and escrow agreements.

Yours sincerely



President Olusegun Obasanjo

Hon Attorney-General of the Federation and Minister of Justice  
Federal Minister of Justice  
Maitama  
Abuja  
Nigeria

August 2003

To: Mallam Abubakar Bagudu

Dear Mallam Bagudu


Charges CR/14/2000 - CR/17/2000, CR/21/2000 - CR/24/2000 and  
FCT/HC/CR/03/2001, (together "the Abuja Proceedings")

This letter is executed as a side letter to an agreement of today's date (the Principal Agreement) between the Federal Republic of Nigeria (FRN) Abubakar Bagudu (AB) and his Affiliates and Named Affiliates (as defined in the Principal Agreement).

I confirm and undertake on behalf of the FRN that:

- 1) The Abuja Proceedings will be amended to add charges that have the same substantive legal effect as the 10 charges in respect of which Jersey has sought to extradite AB from the United States of America;
- 2) The charges, as amended in accordance with 1) above ("the Amended Abuja Proceedings"), shall be brought to an end;
- 3) In respect of each of the charges comprised in the Amended Abuja Proceedings that in respect of AB;
  - i) no evidence will be offered by the prosecution; and
  - ii) the prosecution will invite the Court to acquit him.
- 4) The appropriate officer of the FRN shall forthwith make such applications to the Court as are necessary to carry points 1) 2) and 3) into effect.

In respect of any criminal charges and/or related proceedings delegated to FRN by the Liechtenstein, Geneva, Swiss or Jersey authorities, or by any other authorities (the delegated proceedings) FRN shall agree to accept the delegated proceedings.



On the FRN or any organ or State of FRN receiving delegated proceedings from foreign authorities the FRN shall forthwith drop the delegated proceedings, and any associated Nigerian proceedings there may be, without a finding of guilt being made against AB.

If at any stage Abubakar Bagudu returns to Nigeria he will not be arrested and in case of any mistaken arrest unconditional bail will be granted to him in respect of the Abuja Proceedings, the Amended Abuja Proceedings, the delegated proceedings or any criminal proceedings existing or future relating to the Resolved Matters (as defined in the Principal Agreement).

This letter is confidential save that it may be produced to a Court or Tribunal in any jurisdiction as evidence of its contents if the Abuja Proceedings are not ended within two months of the date of this letter, if the delegated proceedings are not forthwith dealt with as described in this letter or if proceedings relating to the Resolved Matters are brought in any jurisdiction at any time.

Yours truly

[ ] SAN, Honourable Attorney General and Minister of Justice of the Federation



IN THE HIGH COURT OF JUSTICE

CLAIM NO. HC01 C03260

CHANCERY DIVISION

BETWEEN:

THE FEDERAL REPUBLIC OF NIGERIA

Claimant

-and-

UNION BANK OF NIGERIA AND OTHERS

Defendants

---

TOMLIN ORDER

---

UPON the claimants and the nineteenth defendant having agreed to the terms set out in the Schedule hereto

BY CONSENT

IT IS ORDERED THAT:

1. Further proceedings in this action are stayed against defendants 10, 11, 19, 20, 40, and 54 (collectively the Settling Defendants) upon the terms set out in the scheduled Settlement Agreement;
2. The Claimants and the Settling Defendants have leave to apply in order to carry the Settlement Agreement into effect and to dismiss this action in accordance with the Settlement Agreement;
3. The Freezing Order of Mr Justice Hart dated 26 July 2001, 25 September 2001 and 30 October 2001, the Freezing Order of Mr Justice Blackburne dated 15 August 2001, and the Freezing Order of Mr Justice Lightman dated 4 September 2001 (collectively the Freezing Orders) shall remain in force against the Settling





Defendants until further order except that any liquidation of assets or transfers required to implement the Settlement Agreement shall be permitted and additionally the Settling Defendants shall be entitled to pay US\$150,000 living expenses and up to US\$750,000 of legal expenses from any account including the accounts of Ridley Group Limited at Credit Agricole Indosuez, London.

4. There shall be no order as to costs of this application and no further orders as to costs in this action as between the Claimants and the Settling Defendants in relation to any further applications necessary for the purpose of implementation of the Settlement Agreement.

Dated this                    day of                    2003

A handwritten signature in black ink, consisting of a stylized, cursive 'R' followed by a vertical line and a small flourish at the bottom.

CLAIM NO. HC01 C03260

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

BETWEEN:

THE FEDERAL REPUBLIC OF NIGERIA  
Claimant

-and-

UNION BANK OF NIGERIAN AND OTHERS  
Defendants

---

TOMLIN ORDER

---

Clyde & Co  
51 Eastcheap  
London  
EC3M 1JP  
Ref: Julian Connerty  
Tel: 020 7623 1244

Schedule 5

Abacha Accounts (as defined in clause 7.10(a) of the Principal Agreement)

1. Any and all accounts in the name of Morgan Procurement Corporation at Citibank NA London
2. Any and all accounts in the name of Standard Alliance Financial Limited at Societe de Banque Arabe, Paris
3. Any and all accounts in the name of Harbour Engineering and Construction Ltd at Societe de Banque Arabe, Paris
4. Any and all accounts in the name of Rayville International SA at Societe de Banque Arabe, Paris
5. Any and all accounts in the name of Doraville Properties Corporation Ltd at Deutsche Bank International Ltd, Jersey.



Schedule 6

The AB Assets (as defined in clause 7.10(b) of the Principal Agreement)

1. Any and all accounts in the name of Ridley Group Limited at Crédit Agricole Indosuez, London
2. Any and all accounts in the name of Abubakar Bagudu (including account numbers 3061802, 3070441, 3071170 and those designated 2472AB and 2473AB) at Union Bancaire Privee, London
3. Any and all accounts in the name of A Bagudu and/or Aisha Bagudu at Citibank NA London.
4. Scottish Widows Bonds Policy numbers 8854397, 8855639, and 8856457 held by Smith & Tyers Ltd as trustees for Abubakar Bagudu.
5. Any and all accounts in the name of Abubakar Bagudu, including account numbers 71219006 and 37304282, at HSBC Bank plc, Golders Green Branch, 897 Finchley Road, Golders Green, London, NW11.
6. half of the **Fawnview Assets**
7. Any money transferred under AB's direction under the Escrow Agreement
8. Monies held by David Jones or Smith & Tyers Limited (whether on behalf of or alleged to be held on behalf of AB, or anyone else)
9. Other assets disclosed to FRN in the course of proceedings.

*MM*

*J*



Joan Finch  
Deutsche Bank International Limited  
PO Box 727  
St Paul's Gate  
New Street  
St Helier  
Jersey JE4 8ZB  
Channel Islands

August 2003

Dear Ms Finch

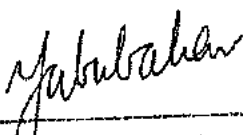
**Doraville Properties Corporation**  
Account number: 332850


Kindly accept this as your authority to debit the above account at your Jersey branch for the total sum of US\$163,719,820 (US dollars One Hundred Sixty Three Million, Seven Hundred Nineteen Thousand, Eight Hundred and Twenty only) to be transferred to:

Bank: Union Bancaire Privee  
96-98 rue du Rhône  
1204 Geneva - Switzerland  
Account Name: Enrico Monfrini and Bruno de Preux

This payment is pursuant to the settlement agreement between the Federal Republic of Nigeria and myself. Thank you.

Yours sincerely

  
\_\_\_\_\_  
Abubakar A Bagudu



Banque du Gothard  
12 Rue de Rive  
1211 Geneva 3  
Switzerland

For the attention of Yves Carol

August 2003

Dear Sirs

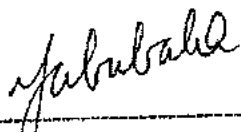
Gottardo Trust Company Ltd for Madina  
Account number: 615223

Kindly accept this as your authority to debit the above account for the entire value of the assets held therein less US\$1,000 (US Dollars One Thousand) to be transferred to:

Bank: Union Bancaire Privee  
96-98 rue du Rhône  
1204 Geneva - Switzerland  
Account Name: Enrico Monfrini and Bruno de Preux

This payment is pursuant to the settlement agreement between the Federal Republic of Nigeria and myself. Thank you.

Yours sincerely

  
Abubakar A Bagudu



Banque du Gothard  
12 Rue de Rive  
1211 Geneva 3  
Switzerland

For the attention of Yves Carol

August 2003

Dear Sirs


Kouros  
Account number:095769

Kindly accept this as your authority to debit the above account for the entire value of the assets held therein less US\$1,000 (US Dollars One Thousand) to be transferred to:

Bank: Union Bancaire Privee  
96-98 rue du Rhône  
1204 Geneva - Switzerland  
Account Name: Enrico Monfrini and Bruno de Preux

This payment is pursuant to the settlement agreement between the Federal Republic of Nigeria and myself. Thank you.

Yours sincerely

  
\_\_\_\_\_  
Abubakar A Bagudu



Barclays Bank plc  
Jersey

August 2003

Dear Sirs

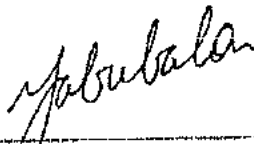
Epcel Ltd

Kindly accept this as your authority to debit the above account at your Jersey branch for the full value of the funds held therein to be transferred to:

Bank: Union Bancaire Privee  
96-98 rue du Rhône  
1204 Geneva - Switzerland  
Account Name: Enrico Monfrini and Bruno de Preux

This payment is pursuant to the settlement agreement between the Federal Republic of Nigeria and myself. Thank you.

Yours sincerely

  
\_\_\_\_\_  
Atubakar A Baguda





To Whom It May Concern; or

Verwaltungs und Privat Bank AG  
Im Zentrum  
FL-9490 Vaduz  
Liechtenstein

August 2003

Dear Sirs


Autonet Anstalt  
Account number: 314.348.999

Kindly accept this as your authority to debit the above account for the full value of the funds held therein to be transferred to:

Bank: Union Bancaire Privee  
96-98 rue du Rhône  
1204 Geneva - Switzerland  
Account Name: Enrico Monfrini and Bruno de Preux

This payment is pursuant to the settlement agreement between the Federal Republic of Nigeria and myself. Thank you.

Yours sincerely

  
\_\_\_\_\_  
Abubakar A Bagudu



To Whom It May Concern; or

LGT Bank in Liechtenstein  
Aktiengesellschaft  
Herrengasse 12  
FL-9490 Vaduz  
Liechtenstein

August 2003

Glossy Foundation

Kindly accept this as your authority to debit the above account for the full value of the funds held therein to be transferred to:

Bank: Union Bancaire Privee  
96-98 rue du Rhône  
1204 Geneva - Switzerland  
Account Name: Enrico Monfrini and Bruno de Preux

This payment is pursuant to the settlement agreement between the Federal Republic of Nigeria and myself. Thank you.

Yours sincerely

  
\_\_\_\_\_  
Abubakar A Bagudu



To Whom It May Concern; or

Liechtensteinische Landesbank AG  
Stadtle 44  
Postfach 384  
FL-9490 Vaduz  
Liechtenstein

August 2003

Dear Sirs


**Ilo Magaji Foundation**

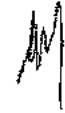
Kindly accept this as your authority to debit the above account for the full value of the funds held therein to be transferred to:

Bank: Union Bancaire Privee  
96-98 rue du Rhône  
1204 Geneva - Switzerland  
Account Name: Enrico Monfrini and Bruno de Preux

This payment is pursuant to the settlement agreement between the Federal Republic of Nigeria and myself. Thank you.

Yours sincerely

  
\_\_\_\_\_  
Abubakar A Bagudu



To Whom It May Concern; or

Liechtensteinische Landesbank AG  
Staadtle 44  
Postfach 384  
FL-9490 Vaduz  
Liechtenstein

August 2003

Dear Sirs

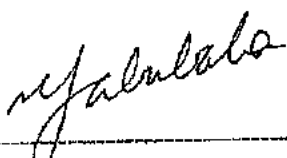
Zoita Management SA

Kindly accept this as your authority to debit the above account for the full value of the funds held therein to be transferred to:

Bank: Union Bancaire Privee  
96-98 rue du Rhône  
1204 Geneva - Switzerland  
Account Name: Enrico Monfrini and Bruno de Preux

This payment is pursuant to the settlement agreement between the Federal Republic of Nigeria and myself. Thank you.

Yours sincerely

  
Abutakar A Bagudu

