

## REPATRIATION AGREEMENT

THIS AGREEMENT is entered into between:

1. The Federal Republic of Nigeria represented by the Honourable Attorney General of the Federation and Minister of Justice, Mr. Mohammed Bello Adoke SAN, CFR having been duly authorized by the President of the Federal Republic of Nigeria (the FRN); and
2. Mohammed Sani Abacha (MSA) and Abba Abacha (AA) each on his own behalf and on behalf of the **Affiliates** (together with MSA and AA, the **Settling Parties**)

### RECITALS

*A.*

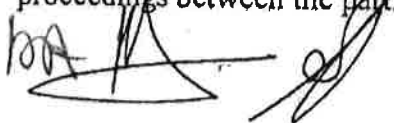
The FRN considers that the **Settling Parties** corruptly received money and other benefits during the period when General Sani Abacha, GCFR was the Head of State of the Federal Republic of Nigeria, and that they have concealed the proceeds of such corruption. These allegations are denied by the **Settling Parties**.

*B.*

The FRN has itself carried out investigations and has sought international judicial assistance to assist it in investigating allegations against the **Settling Parties**, and has obtained (itself or with international judicial assistance) civil and criminal orders to freeze assets that it suspects to have been corruptly obtained with a view to their seizure as the proceeds of corruption.

*C.*

MSA, AA and the FRN now agree that it is appropriate that all the property in question, in respect of which the FRN has (alone or with international judicial assistance or by participating as plaintiff in criminal proceedings conducted by foreign authorities) been carrying out investigations or has obtained seizures or freezes, should be repatriated to the jurisdiction of Nigeria and all disputes, claims and proceedings between the parties definitively ended.





<b>'Canton of Geneva Account'</b>	means an account under the control of the Attorney General of the Canton of Geneva from which payments will be made in accordance with Schedule 3.
<b>'Family'</b>	means any and all of the descendants of General Sani Abacha and any person who is or ever has been married to the latter or to such a descendant.
<b>'FRN'</b>	means the Federal Republic of Nigeria.
<b>'Legal Fees'</b>	means the payments to be made under this agreement
<b>'MSA'</b>	means Mohammed Sani Abacha.
<b>'Parties'</b>	means the parties to this Agreement and Party means any one of them.
<b>'Residual London Monies'</b>	means the assets identified as such Schedule 1 to this agreement.
<b>'Resolved Matters'</b>	means any and all matters that have been, are or could be in dispute between the Parties. 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 (including restraint, forfeiture or confiscation proceedings), the claims made by the FRN in relation to security votes (London High Court, No HC01 CO3260) (the Security Votes Proceedings), Ajaokuta (London High Court, 1999 Folio No 831), Ferrostaal, vaccines, the Imo River dredging contract and other government contracts.
<b>'Security Vote Proceedings'</b>	means the proceedings brought by the FRN against MSA and others in the English High Court, No. HC01 CO3620.
<b>'Settling Parties'</b>	means MSA, AA and the Affiliates.
<b>'US Claim Assets'</b>	means the assets identified as such in Schedule 1 to this Agreement.

**'Warburg Litigation':**

means action for damages against MM Warburg and Co Luxembourg SA and other potential defendants in connection of a portfolio loss of approximately EUR 125 Million incurred by the Luxembourg Funds, as defined in Schedule 1 to this Agreement, in or before 2001.

*Article 2*

**RESOLUTION OF DISPUTES**

- (1) This **Agreement** finally resolves and releases all claims, allegations and liabilities of any kind that exist or might exist against the **Settling Parties** in favour of or at the suit of any organ of government of the **FRN** in relation to the **Resolved Matters**.
- (2) This **Agreement** also resolves and releases all civil claims, allegations and liabilities of any kind that exist or might exist against the **FRN** in favour of or at the suit of the **Settling Parties**.
- (3) No **Party** will bring any new proceedings nor pursue further any existing proceedings in relation to the **Resolved Matters** save as necessary to enforce this **Agreement**.
- (4) The **FRN** confirms that from the date of this **Agreement** it will recognise all rights of **MSA, AA** and the **Family** as citizens under the constitution of the Federal Republic of Nigeria including to freedom of movement to and from and within Nigeria and rights to property.
- (5) In entering into this **Agreement** none of the **Parties** has relied on disclosures made or duties to make disclosure by any **Party**.

*Article 3*

**REPATRIATION OF ASSETS TO THE JURISDICTION OF NIGERIA**

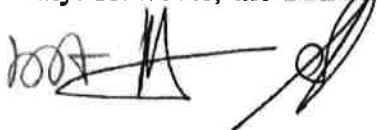
- (1) The **Parties** will cooperate and each will do (or refrain from doing) all things necessary to ensure that all the **Assets** are transferred to the jurisdiction of Nigeria in accordance with the terms of this **Agreement** as soon as possible, whether by transfer by foreign States or authorities, in cash or in kind, or by the agreement of the **Parties**. In particular:



- (a) To the extent permissible under any and all Court Orders that may restrict dealings with the **US Claim Assets**, the **Settling Parties** hereby transfer to the **FRN** any and all claims or entitlement to the **US Claim Assets**. The **Settling Parties** will not assert any claims in relation to the **US Claim Assets** contrary to the interests of the **FRN** and will provide such third party confirmation of the **FRN's** interest as is necessary to bring the transfer of the **US Claim Assets** to the **FRN** into effect, including bringing applications to seek Court approval if such course is agreed with the **FRN**.
- (b) All claims in the **Security Votes Proceedings** will be ended by entering an order by consent in the terms of Schedule 4 immediately after this Agreement enters into force, whereby the proceedings are discontinued against all the remaining Defendants to those proceedings with no order as to costs (to which **MSA**, **AA** and defendants 12-14, 17 and 18 in those proceedings will also consent) and with provision that the **Residual London Monies** will be transferred in accordance with the terms of the consent order (the **Settling Parties** shall take all reasonable steps to inform the **FRN** one week in advance of the exact amount in USD and value date of the transfers to the **BIS Account**, so as to allow the **FRN** to instruct **BIS** to accept the transfers); and
- (c) The **Parties** will do all things necessary for the transfer of the **Luxembourg Assets** as described in Schedule 1 to this Agreement to the **Canton of Geneva Account**, their application thereafter in accordance with provisions of Schedule 3 of this Agreement and, subsequently, to the ending of the criminal prosecution of **AA** pending in the Canton of Geneva (proceedings P/12983/1999) without a conviction.

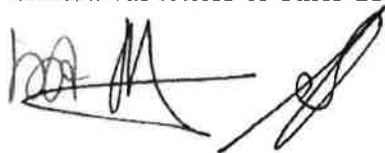
*Article 4*

- (1) On receipt of the **Assets** (excepting the **US Claim Assets**) to the **BIS Account**, the **FRN** will end any and all legal proceedings and investigations against the **Settling Parties**, including but not limited to the following:
  - (a) Withdrawal of any and all requests the **FRN** has made of foreign States for international arrest warrants against any or all of the **Settling Parties**, requests for mutual assistance in criminal matters in connection with any or all of the **Settling Parties**, criminal complaints against any or all of the **Settling Parties** and claims for compensation against any or all of the **Settling Parties** (including claims by way of confiscation or forfeiture), if any. However, the **FRN** may maintain its mutual assistance request of 28



August 2012 to the USA to the extent necessary to achieve recovery of the **US Claim Assets**, in cash or in kind.

- (b) The **FRN** must use its best endeavours to effect such withdrawal as soon as practicable, consistent with this **Agreement**.
  - (c) The **FRN** will withdraw any and all civil proceedings against any or all of the **Settling Parties**.
  - (d) The **FRN** will end any assistance it has provided or agreed to provide to foreign States in relation to any or all of the **Settling Parties** and will not provide any assistance of any kind to foreign States seeking such assistance in the future in relation to the **Resolved Matters** any or all of the **Settling Parties** or their assets, save in relation to the proceedings brought by the United States Department of Justice in proceedings identified as Case 1:13-cv-01832-JDB, in respect of which assistance may be provided to the extent necessary to achieve the repatriation of the **US Claim Assets** to Nigeria in cash or in kind.
  - (e) The **FRN** will positively assert in all legal proceedings in relation to the **Resolved Matters** that any or all of the **Settling Parties** face outside of the **FRN** that such proceedings should be ended with neither conviction nor any finding of liability of any kind against any or all of the **Settling Parties**.
  - (f) The **FRN** will end, without any finding of liability or guilt, any and all proceedings of whatever kind including criminal, civil or administrative proceedings contemplated or pending in any court in Nigeria (including in relation to forfeiture and or restraint) relating to or arising out of any investigations into the **Resolved Matters**, including in particular the Security Votes allegations.
  - (g) The **FRN** will provide to any government, authority or organisation, where necessary, information, clearance or such other documentation or support as may be required by any or all of the **Settling Parties** to ensure and guarantee unrestricted movement in and out of Nigeria or in any other State or country.
- (2) The **Parties** will use their best endeavours to agree in advance the terms of the withdrawal letters or other documents mentioned in paragraph (2) above.



*Article 5*

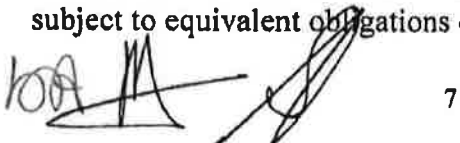
**PAYMENT OF PROFESSIONAL FEES**

- (1) It is hereby agreed that:
  - (a) the FRN shall pay Mr. Enrico Monfrini of Monfrini Crettol & Associates, four (4) percent, of the sums recovered and to be repatriated to, or transferred to Nigeria, whether paid to the **BIS Account** or allocated, in cash, in kind, or any form, to, or for the benefit of, the **FRN** or its people;
  - (b) the FRN shall pay Christian Luscher of CMS Von Erlach Poncet Ltd, two point eight (2.8) percent (subject to a cap of USD28 million), of the sums recovered and to be repatriated to, or transferred to Nigeria, whether paid to the **BIS Account** or allocated, in cash, in kind, or any form, to, or for the benefit of, the **FRN** or its people; and
  - (c) the FRN shall pay to the account of Mr. Enrico Monfrini of Monfrini Crettol & Associates the sum of USD5 Million being money on account for expenses in respect of the **Warburg Litigation**.

*Article 6*

**CONFIDENTIALITY**

- (1) Subject to the exceptions set out in paragraph (2), this **Agreement** is confidential.
- (2) The exceptions to paragraph (1) are as follows:
  - (a) this **Agreement** may be disclosed by any **Party** to any law enforcement body, court, State official, or governmental or international institutions for the purposes of giving effect to Article 2 or Article 3 or Article 4;
  - (b) this **Agreement** may be disclosed by any **Party** if its disclosure is required by law;
  - (c) this **Agreement** may be disclosed by any **Party** to legal advisers or accountants or professional financial advisers, provided the recipient is subject to equivalent obligations of confidentiality;

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- (d) this **Agreement** may be disclosed by any **Party** with the written consent of all the others;
- (e) any **Party** may disclose to any person that the **Parties** have agreed to repatriate to the jurisdiction of Nigeria all assets in dispute between them.

*Article 7*

**WARRANTIES**

- (1) Each of the **Parties** warrants that this **Agreement** is effective. Each of the signatories hereto warrants that he is duly authorised to sign this **Agreement**.
- (2) Each **Party** waives any right to avoid this **Agreement** or to claim any damages for misrepresentation or non-disclosure (other than fraudulent misrepresentation).

*Article 8*

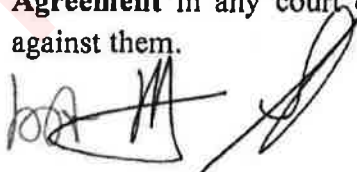
**EFFECT**

- (1) Nothing in this **Agreement** constitutes or will be relied upon as an admission by any **Party** of any civil or criminal liability or wrongdoing.
- (2) The **FRN** waives any right to claim sovereign or State immunity in relation to proceedings arising out of this **Agreement** and for the enforcement of any order or Judgment made in such proceedings.

*Article 9*

**CHOICE OF LAW AND JURISDICTION**

- (1) This **Agreement** is governed by English law.
- (2) This **Agreement** is subject to the exclusive jurisdiction of the English Courts of England and Wales except that the **Parties** may raise and rely on this **Agreement** in any court or tribunal by way of a defence to a claim brought against them.





*Article 10*

**GENERAL**

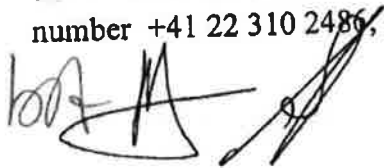
- (1) **This Agreement is effective on execution unless it is executed in counterpart in which case it will take effect on mutual exchange of executed copies of this Agreement.**
- (2) **The FRN will provide the Family with an executed letter in the terms prescribed by Schedule 2.**
- (3) **This Agreement is effective and is to be construed without reference to, or effect on, any previous agreement or draft agreement in relation to the Resolved Matters.**
- (4) **The Parties recognize that it may be necessary for details to be worked out in order to implement and apply the terms of this Agreement fully and speedily into effect. The Parties agree to seek 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:**

- i. **the FRN irrevocably appoints Enrico Monfrini; and**
- ii. **the Settling Parties irrevocably appoint Nicola Boulton**

**to execute subsidiary documents and to authorize any necessary steps to give effect to this Agreement provided the written approval of the Parties is first sought and obtained.**

- (5) **Unless expressly agreed by the Parties, there will be no variation of this Agreement, but any deviation from its provisions may be ratified subsequently by agreement in accordance with (4) above.**
- (6) **Any communication under this Agreement will be made:**

- i. **to the FRN, by sending the communication by email, fax and by first-class post to Enrico Monfrini of Monfrini Crettol Associés of Place du Molard 3, 1204 Geneva, Switzerland, email EMonfrini@mcswisslaw.com, fax number +41 22 310 2486,**




ii. to the **Settling Parties**, by sending the communication by email, fax and by first class post to Nicola Boulton of Byrne and Partners, 1 Plough Place, London EC4A 1DE, United Kingdom, email Nicola.Boulton@byrneandpartners.com, fax number +44 20 7842 1617.

(7) The **FRN** hereby appoints Enrico Monfrini of Monfrini Crettol & Associés of Place du Molard 3, 1204 Geneva, Switzerland, as its agent for services of any proceedings arising from or in connection with this **Agreement** and delivery to the Nigerian High Commission in London with a copy by email or fax to Mr Monfrini will be effective service.

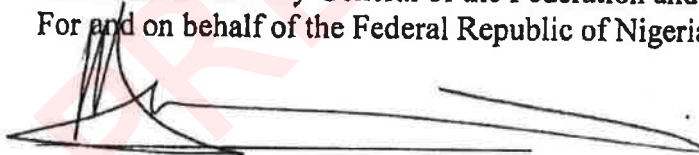
(8) The **Settling Parties** hereby appoint Nicola Boulton of Byrne and Partners, 1 Plough Place, London EC4A 1DE, United Kingdom, as its agent for services of any proceedings arising from or in connection with this **Agreement** and delivery to the office of Byrne and Partners with a copy by email or fax will be effective service.

(9) If Nicola Boulton or her successor dies, resigns or becomes incapacitated for any reason the **Parties** agree that the **Settling Parties** may appoint a partner of Byrne & Partners, London (or its successor), in her 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 Crettol & Associés, Geneva (or its successor) in his stead.

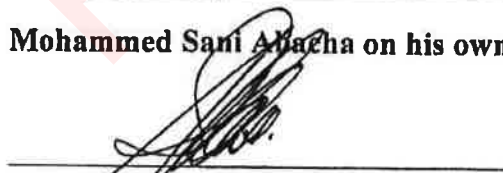
Executed this 14<sup>th</sup> day of July 2014



**Mr. Mohammed Bello Adoke SAN, CFR**  
Honourable Attorney General of the Federation and Minister of Justice  
For and on behalf of the Federal Republic of Nigeria



**Mohammed Sani Abacha on his own behalf and on behalf of the Affiliates**



**Abba Abacha on his own behalf and on behalf of the Affiliates**

## SCHEDULE 1

### Property to be repatriated

Assets in which MSA and/or AA have or are alleged to have an interest in the following jurisdictions:

England, being:

1. All assets held in accounts at HSBC Bank Plc, including specifically Nos. 31205331, 38175076, and 38928864 in the name of Mohammed Abacha.
2. All assets held in accounts at Standard Bank Plc, including specifically No. 100110946 in the name of Standard Alliance Corporation/Mecosta Securities Incorporated. These assets, together with those held by HSBC, in England and Jersey, being the **US Claim Assets**.
3. All assets (being the **London Residual Assets**) held in accounts at Citibank Private Bank, including specifically Nos. 30582/027, 305382/019, 305382/043, 305382/051 in the name of Navarrio and No. 305625 in the name of Morgan Procurement Corporation.

Jersey, being:

1. All assets held in accounts at Deutsche Bank International Ltd, including specifically No. 332850 in the Name of Doraville Properties Inc..
2. All assets held in accounts at HSBC

France, being:

1. All assets held in accounts at Banque SBA SA, including specifically Nos. 22340588 and 2551000000 in the name of Rayville International SA, No. 22340589 in the name of Harbour Engineering and Construction Ltd. and No. 22340651 in the name of Standard Alliance Corporation.

Luxembourg, being:

1. All assets currently held under the control of the Caisse de Consignation of the Grand Duchy of Luxembourg, which used to be held in the following bank accounts: No.



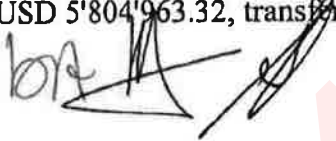
778796 in the name of Rilke Ltd, No. 778826 in the name of Wambeck Holdings Ltd, 778834 in the name of Arwood Overseas Ltd, No. 778842 in the name of Larbridge Trading Ltd, No. 778850 in the name of Venford Investments Ltd, No. 778869 in the name of Savard International Ltd, No. 778877 in the name of Junin Finance Ltd, No. 779261 in the name of Raw Material Development and Trading Company Ltd and No. 779121 in the name of Selcon Aluminium Products Ltd, at MM Warburg & Co Luxembourg SA, Luxembourg (the 'Luxembourg Funds')

2. The shares of the following companies, currently held by the Caisse de Consignation: Rilke Ltd, Wambeck Holdings Ltd, Arwood Overseas Ltd, Larbridge Trading Ltd, Venford Investments, Junin Finance Ltd and Savard International Ltd (the 'Luxembourg Shares').

Liechtenstein, being:

EUR 7'562'298.64 which used to be on the bank accounts held by Raw Material Development & Trading S.A. and Nalim Anstalt converted to USD 10'380'011.11, minus a contribution to Liechtenstein's expenses of USD 259'500.28, transferred to the **BIS Account** on 23 December 2013.

EUR 171'579'495.03 which used to be on the bank accounts held by Glotar Establishment, Peltora Establishment, Kurita Establishment, KRH Capital Establishment, converted to USD 232'198'530.61, minus a contribution to Liechtenstein's expenses of USD 5'804'963.32, transferred to the **BIS Account** on 25<sup>th</sup> June 2014.



## **SCHEDULE 2**

### **Presidential Letter**

[ ] July 2014

#### **PRESIDENTIAL AUTHORITY IN RELATION TO THE REPATRIATION AGREEMENT**

I hereby confirm that the Honourable Attorney General of the Federation and Minister of Justice, Mr. Mohammed Bello Adoke SAN, CFR, has full authority to contract in that capacity in relation to the Repatriation Agreement between the Federal Republic of Nigeria and Alhaji Mohammed Sani Abacha and Alhaji Abba Abacha.

2. This authority includes the execution of any document entered into, and forming part of the arrangements between the parties, including side letters and letters of withdrawal of requests for assistance.

**Dr Goodluck Ebele Jonathan GCFR  
President, Federal Republic of Nigeria**

**SCHEDULE 3**  
The effect of the Canton of Geneva Account

It is agreed among the Parties, who have received consent from the Attorney General of Geneva in that regard, that the Canton of Geneva Account will be effective to:

- a) take receipt of funds released from the Luxembourg Funds;
- b) pay an amount of CHF3.Million to the Canton of Geneva in respect of its expenses;
- c) pay an amount of USD750,000 in settlement of the fees of HBK Investments;
- d) pay to the account of Mr. Enrico Monfrini of Monfrini Crettol & Associates the sum of USD5 Million being money on account for expenses in respect of the **Warburg Litigation**;
- e) pay in CHF, Mr. Enrico Monfrini of Monfrini Crettol & Associates, four (4) per cent of the sums recovered from Liechtenstein and Luxembourg and to be repatriated to Nigeria under this agreement as professional fees;
- f) pay in CHF, Christian Luscher of CMS Von Erlach Poncet Ltd, two point eight (2.8) per cent of the assets that have been recovered from Liechtenstein and Luxembourg and to be repatriated to Nigeria under this agreement as professional fees; and
- g) pay in US dollars (USD) the balance of funds held on the Canton of Geneva account to the BIS Account.

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**SCHEDULE 4**

**Form of Order**

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

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**TOMLIN ORDER**

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UPON the Claimant and the 15<sup>th</sup> & 16<sup>th</sup> 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 12-18 and 25-95 (collectively the Settling Defendants) upon the terms set out in the scheduled Agreement;
2. The Claimant and the Settling Defendants have leave to apply in order to carry the Agreement into effect;
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 be discharged as against the Settling Defendants on payment in accordance with clause 4. of this Order. Pending such payment any liquidation of assets or transfers required to implement the scheduled agreement or the payments required by clause 4. of this Order shall be permitted.
4. Payments shall be made forthwith of all amounts held at Citibank Private Bank, 6<sup>th</sup> Floor, Citigroup Centre, 33 Canada Square, Canary Wharf, London E14 5LB in the names of:
  - a. Navarrio; and
  - b. Morgan Procurement Corporation

As follows:

- a. An amount of £410,000 to the account of CMS Von Erlach Poncet Ltd; and
  - b. An amount of £590,000 to the account of Mr Enrico Monfrini of Monfrini Crettol & Associates.
  - c. The remainder to account "F3 Recovered Funds" in the name of the Central Bank of Nigeria with the Bank for International Settlements, Basle (BIC: BIBCHBB).
5. There shall be no order as to costs of this application or action.

Dated this                      day of                      2014



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

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TOMLIN ORDER

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Byrne and Partners

1 Plough Place

London

BC4A 1DE

Ref: NJB

Tel: 020 7842 1659

