

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; KARALOLO KOGBARA; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as Administrator of the Estate of his late brother SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE and their surviving children; MONDAY GBOKOO, individually and as Administrator of the Estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL; JAMES B. N-NAH, individually and as Administrator of the Estate of his late brother UEBARI N-NAH and his surviving children,

Plaintiffs,

96 Civ. 8386
(KMW)(HBP)

– against –

SHELL PETROLEUM, N.V., formerly ROYAL DUTCH PETROLEUM COMPANY; SHELL TRANSPORT AND TRADING COMPANY, LTD., formerly THE “SHELL” TRANSPORT AND TRADING COMPANY, p.l.c.,

Defendants.

KEN WIWA, individually and as Administrator of the Estate of his deceased father, KEN SARO-WIWA; OWENS WIWA; BLESSING KPUINEN, individually and as the Administrator of the Estate of her late husband JOHN KPUINEN; MICHAEL TEMA VIZOR; LUCKY DOOBEE, individually and as the Administrator of the Estate of his late brother, SATURDAY DOOBEE; FRIDAY NUATE, individually and as Administrator of the Estate of her late husband FELIX NUATE; MONDAY GBOKOO, individually and as Administrator of the Estate of his late brother DANIEL GBOKOO; DAVID KIOBEL, individually for harm suffered for the death of his father Dr. BARINEM KIOBEL,

Plaintiffs,

01 Civ. 1909
(KMW)(HBP)

– against –

BRIAN ANDERSON,

Defendant.

SETTLEMENT AGREEMENT BETWEEN WIWA PLAINTIFFS AND
ENERGY EQUITY RESOURCES LIMITED RE WIWA v SHELL SETTLEMENT

THIS AGREEMENT made this 7th day of June, 2009, by and between the Plaintiffs named in the above captioned actions (as listed below) ("*Wiwa* Plaintiffs") on behalf of themselves, as well as any estate on whose behalf *Wiwa* Plaintiffs made any claim in the actions and Energy Equity Resources Limited ("EER"),

WHEREAS, *Wiwa* Plaintiffs initiated the above actions against Shell Petroleum, N.V., formerly Royal Dutch Petroleum Company; Shell Transport and Trading Company, LTD., formerly The "Shell" Transport and Trading Company, p.l.c.; the Shell Petroleum Development Company of Nigeria Ltd. ("SPDC"), and Brian Anderson (collectively, "Defendants"); and

WHEREAS, EER wishes to facilitate the resolution of the above actions and to encourage the creation of the trust ("Trust") to be established pursuant to the settlement agreement between *Wiwa* Plaintiffs and Defendants in the above actions ("Settlement Agreement"); and

WHEREAS, this Agreement is a condition precedent to the execution by *Wiwa* Plaintiffs of the Settlement Agreement and is part of *Wiwa* Plaintiffs' settlement of the above actions;

WHEREAS, the monies to be received by *Wiwa* Plaintiffs hereunder is to facilitate the resolution of *Wiwa* Plaintiffs' individual claims set forth in the First, Second and Third Claims for Relief of the Fifth Amended Complaint and for the Estate Claims as set forth in the First Claim for Relief;

WHEREAS the *Wiwa* Plaintiffs are entering into a settlement of their own individual claims and do not act on behalf of the Ogoni people; and

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, *Wiwa* Plaintiffs and EER agree as follows:

- (1) On or before June 8, 2009, EER will pay the sum of Four Million Five Hundred Thousand U.S Dollars (\$4,500,000.00) to the *Wiwa* Plaintiffs.
- (2) To satisfy its obligation under paragraph numbered 1 above, EER will direct SPDC to pay the sum of Four Million Five Hundred Thousand U.S Dollars (\$4,500,000.00) by wire transfer into the interest bearing escrow account identified in the Settlement Agreement between the Shell Defendants and the *Wiwa* Plaintiffs from funds due EER pursuant to its contract with SPDC. This payment may be used for all of the purposes set forth in the Settlement Agreement and disbursements of these funds shall be governed by the terms of the Settlement Agreement.
- (3) This agreement does not become effective until such time as the amounts set forth in paragraph numbered 1 above are paid in full.

(4) This Agreement constitutes the entire and complete agreement between the parties and such terms and conditions shall not be amended, supplemented or abrogated other than by written instrument signed by each party hereto or by the authorized representative of each party.

WITNESSETH this 7th day of June, 2009

J. M. Green, as attorney-in-fact for Ken Saro-Wiwa, Jr.
Ken Saro-Wiwa, Jr., individually and as Executor
of the Estate of Ken Saro-Wiwa

J. M. Green, as attorney-in-fact for Owens Wiwa
Owens Wiwa

Blessing Kpuinen
Blessing Kpuinen, individually and as Administrator
of the Estate of her late husband John Kpuinen

Kogbara
Karalolo Kogbara

Michael Tema Vizor
Michael Tema Vizor

Lucky Doobee
Lucky Doobee, individually and as Administrator
of the Estate of his late brother, Saturday Doobee

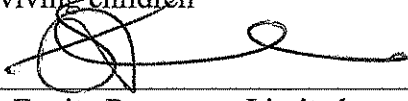
Friday Nuate
Friday Nuate, individually and as Administrator of
the Estate of her late husband Felix Nuate and their
surviving children

David Kiobel, as attorney-in-fact for David Kiobel
David Kiobel, individually and on behalf of the
children of Peace and Dr. Barinem Kiobel for harm
suffered for the death of their father,
Dr. Barinem Kiobel

Monday Gbokoo
Monday Gbokoo, individually and as Administrator
of the Estate of his late brother Daniel Gbokoo



James N-nah, individually and as Administrator of
the Estate of his late brother, Uebari N-Nah and
his surviving children



Energy Equity Resources Limited

By: Osamede Okhomina, Chief Executive Officer