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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)	No. CV 13-9169-GW-SS
Plaintiff,)	
v.)	Hon. George H. Wu
)	
ONE MICHAEL JACKSON SIGNED)	STIPULATION AND
THRILLER JACKET AND OTHER)	SETTLEMENT AGREEMENT
MICHAEL JACKSON MEMORABILIA;)	
REAL PROPERTY LOCATED ON)	
SWEETWATER MESA ROAD IN MALIBU,)	
CALIFORNIA; ONE 2011 FERRARI 599)	
GTO,)	
)	
Defendants.)	

WHEREAS, on December 12, 2013, the United States, through its undersigned attorneys, filed its Complaint for Forfeiture In Rem in the above-captioned action (“Thriller Jacket Case”) pursuant to Title 18, United States Code, Sections 981(a)(1)(A) and 981(a)(1)(C), seeking forfeiture of the defendant real property located on Sweetwater Mesa Road in Malibu, California 90265 (the “Defendant Real Property” as more fully described in Attachment B to the United States’ Verified Complaint for Forfeiture In Rem (“Complaint”) filed in the Thriller Jacket Case on December 12, 2013), the Defendant 2011 Ferrari 599 GTO (the “Defendant Ferrari”) as more fully described in Paragraph 223 of the Complaint and Defendant Michael Jackson Memorabilia (“Defendant Memorabilia”) as more fully described in Attachments A-1, A-2 and A-3 of the Complaint;

WHEREAS, on April 28, 2011, the United States filed its Complaint for Forfeiture In Rem in United States v. One White Crystal-Covered “Bad” Tour Glove et al. (C. D. Cal. cv 2:11-3582-GW-SS) (“Glove Case”), its First Amended Verified Complaint for Forfeiture In Rem on October 13, 2011, and its Second Amended Verified Complaint for Forfeiture In Rem on June 11, 2012, pursuant to Title 18, United States Code, Sections 981(a)(1)(A) and 981(a)(1)(C), seeking forfeiture of the Defendant Real Property, the Defendant Ferrari and the Defendant Memorabilia;

WHEREAS, on October 24, 2011, the United States, through its undersigned attorneys, filed its Complaint for Forfeiture In Rem in United States v. One Gulfstream G-V Jet Aircraft et al. (D.D.C. 1:11-cv-1874) (“Gulfstream Case”) and its Verified First Amended Complaint for Forfeiture In Rem on June 17, 2013, pursuant to Title 18, United States Code, Sections 981(a)(1)(A) and 981(a)(1)(C);

WHEREAS, Notices of Lis Pendens were filed in the County Recorder’s Office, Los Angeles County, California against the Defendant Real Property on March 10, 2014, in the Thriller Jacket Case and on October 6, 2011, in the Glove Case, and notices of the forfeiture actions were posted on the Defendant Real Property.

WHEREAS, notices of the Thriller Jacket Case, the Gulfstream Case and the Glove Case were published on the government website www.forfeiture.gov for 30 consecutive days, and the deadline for third party claims to be filed in this matter has also expired;

WHEREAS, the Defendant Ferrari was seized by the United States, and remains in the possession of the United States;

WHEREAS, certain Defendant Memorabilia consisting of “Michael Jackson Neverland Ranch Life Size Statues” (“Defendant Statues”) were seized by the United States, and remain in the possession of the United States;

WHEREAS, Sweetwater Malibu LLC and Teodoro Nguema Obiang Mangue (“Nguema”) filed a verified claim to the Defendant Real Property in the Thriller Jacket Case on January 23, 2014, and an amended verified claim to the Defendant Real Property in the Glove Case on January 30, 2012;

WHEREAS, Nguema filed a claim to the Defendant Ferrari and the Defendant Memorabilia, including the Defendant Statues, in the Thriller Jacket Case on January 23, 2014, and an amended verified claim to the Defendant Ferrari and the Defendant Memorabilia, including the Defendant Statues, in the Glove Case on January 30, 2012;

WHEREAS, Nguema and Ebony Shine International LTD both filed verified claims to the Defendant Gulfstream GV jet aircraft in the Gulfstream Case on December 1, 2011, and amended verified claims on May 29, 2012;

WHEREAS, the United States asserts that if it were to forfeit the Defendant Real Property, the Defendant Ferrari and the Defendant Statues (collectively “Defendant Res”), in keeping with the practice of using forfeited assets, where practicable and consistent with law, to protect the rights of innocent persons in the interest of justice, the United States intends to utilize the net forfeited assets for the benefit and social welfare of the people of Equatorial Guinea;

WHEREAS, the United States of America, Sweetwater Malibu, LLC, Nguema and Ebony Shine International LTD (collectively, the “Parties,” and each

a “Party”) wish to settle this action, including the claims asserted by the United States, Sweetwater Malibu, LLC, Ebony Shine International LTD, and Nguema, and to avoid further litigation;

WHEREAS, the Parties have agreed that the Defendant Res shall be liquidated pursuant to the terms of this Stipulation and Settlement Agreement (“Settlement Agreement”);

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties through their undersigned counsel, as follows:

1. Claimants Sweetwater Malibu, LLC, Ebony Shine International LTD, and Nguema, jointly and individually, and the United States consent to the terms of this Settlement Agreement and agree to take all reasonable steps necessary to execute its terms.
2. Claimants Sweetwater Malibu, LLC and Nguema, jointly and individually, represent that Sweetwater Malibu, LLC is the owner of the Defendant Real Property. Sweetwater Malibu, LLC and Nguema further represent and warrant, jointly and individually, that Sweetwater Malibu, LLC is the sole and exclusive record owner of the Defendant Real Property and that Sweetwater Malibu, LLC, through its ownership of the Defendant Real Property, has all legal right to transfer the Defendant Real Property without the intervention, consent or approval of any other third party.

3. Nguema represents that he is the owner of the Defendant Ferrari. He further represents and warrants that he is the sole and exclusive record owner of the Defendant Ferrari and that he, through his ownership of the Defendant Ferrari, has all legal right to transfer the Defendant Ferrari without the intervention, consent or approval of any other third party.
4. Nguema represents that he is the owner of the Defendant Statues. He further represents and warrants that he is the sole and exclusive record owner of the Defendant Statues and that he, through his ownership of the Defendant Statues, has all legal right to transfer the Defendant Statues without the intervention, consent or approval of any other third party.

I.
LIQUIDATION OF CALIFORNIA ASSETS

5. Claimants Sweetwater Malibu, LLC and Nguema shall liquidate the Defendant Res in a manner consistent with the terms of this Settlement Agreement.
6. Claimants agree, jointly and individually, that the Defendant Res will be sold in accordance with the terms of this Settlement Agreement for fair-market value (“FMV”), as that term is defined pursuant to California Code of Civil Procedure Section 1263.320, unless a sale at an alternative price is approved in writing by both counsel for the United States and

counsel for Nguema, in arm's-length transactions and may not be sold to Nguema, any individuals acting on behalf of or for Nguema, any legal entities owned or controlled by Nguema or any agents, employees or relatives of Nguema.

A. Liquidation of the Defendant Real Property

7. Within thirty (30) calendar days of this Settlement Agreement, Claimants Sweetwater Malibu, LLC and Nguema, jointly and individually, shall enter into a contract to retain a real estate agent licensed by the California Bureau of Real Estate ("Licensed Agent") to sell the Defendant Real Property.
8. The Parties agree that the United States and Nguema will jointly select a Licensed Agent by mutual agreement. The terms of any contract or agreement entered into between the Licensed Agent and Claimants Sweetwater Malibu, LLC and Nguema must be approved by both counsel for the United States and counsel for Nguema, and will require that the Licensed Agent review and comply with the provisions of this Settlement Agreement. The Licensed Agent's contract will also require the Licensed Agent to work cooperatively with the United States in the conduct of its activities, including reporting regularly to the United States and providing all requested information promptly to the United States

relating to the Defendant Real Property and its sale. The United States may not unreasonably withhold its approval for the selection of and contract with the Licensed Agent so long as such selection and contract complies with the terms of this Settlement Agreement.

9. Within thirty (30) calendar days of this Settlement Agreement, the Parties agree that the United States and Nguema will jointly select a qualified real estate appraiser licensed by the California Bureau of Real Estate Appraisers (“Appraiser”) to perform an appraisal setting forth the Defendant Real Property’s FMV, as defined above. Claimants Sweetwater Malibu, LLC and Nguema, jointly and individually, shall enter into a contract, whose terms must be approved by both counsel for the United States and counsel for Nguema, for the Appraiser to perform an appraisal of the Defendant Real Property’s FMV. Any contract or agreement entered into between the Appraiser and Claimants Sweetwater Malibu, LLC and Nguema will require that the Appraiser review and comply with the provisions of this Settlement Agreement. The Appraiser’s contract will also require the Appraiser to work cooperatively with the United States in the conduct of its activities, including reporting regularly to the United States and providing all requested information promptly to the United States relating to the

Defendant Real Property and its appraisal. The United States may not unreasonably withhold its approval for the selection of and contract with the Appraiser so long as such selection and contract complies with the terms of this Settlement Agreement. Upon completion of the above-referenced appraisal, a copy of the appraisal shall be forwarded to Nguema and the United States.

10. In selling the Defendant Real Property, the Parties agree that the United States and Nguema will jointly select a licensed and qualified escrow agent (“Realty Escrow Agent”) to handle the sale of the Defendant Real Property and to accept funds into an escrow account (“Realty Escrow Account”). Claimants Sweetwater Malibu, LLC and Nguema, jointly and individually, shall enter into a contract with the Realty Escrow Agent, whose terms must be approved by both counsel for the United States and counsel for Nguema, to handle the sale of the Defendant Real Property and to accept funds into the Realty Escrow Account. Any contract or agreement entered into between the Realty Escrow Agent and Claimants Sweetwater Malibu, LLC and Nguema will require that the Realty Escrow Agent review and comply with the provisions of this Settlement Agreement. The Realty Escrow Agent’s contract will require the Realty Escrow Agent to work cooperatively with the United States in the

conduct of its activities, including reporting regularly to the United States and providing all requested information promptly to the United States relating to the Defendant Real Property and its sale. The Realty Escrow Agent shall carry insurance sufficient to indemnify the United States, Sweetwater Malibu, LLC, and Nguema as named insureds for any and all losses including, but not limited to professional liability, fidelity, and errors and omissions up to the amount of the forfeiture specified herein for all funds accepted by the Realty Escrow Agent. The Realty Escrow Agent's contract will also prohibit the Realty Escrow Agent from disbursing any funds from the Realty Escrow Account relating to or derived from the sale of the Defendant Real Property unless (i) explicitly authorized by Paragraph 27 of the Settlement Agreement or (ii) explicitly authorized in writing by both counsel for the United States and counsel for Nguema. The United States may not unreasonably withhold its approval for the selection of and contract with the Realty Escrow Agent so long as such selection and contract complies with the terms of this Settlement Agreement. Any and all proceeds from the liquidation of the Defendant Real Property shall be managed consistently with the terms set forth in Paragraphs 26, 27, 29 and 30.

11. Except as provided in Paragraph 19, below, notwithstanding any other provision in this Settlement Agreement, under no circumstance will the Defendant Real Property be sold for less than the Defendant Real Property's FMV, as determined by the Appraiser pursuant to Paragraph 9, unless a sale at an alternative price is approved in writing by both counsel for the United States and counsel for Nguema. Furthermore, the final sale, and the terms of any such sale, of the Defendant Real Property must be approved by the United States prior to the transaction or sale being executed. The United States may not unreasonably withhold such approval of any proposed sale so long as the proposed sale otherwise complies with the terms of this Settlement Agreement.
12. The Parties may not unreasonably withhold approvals, signatures, information, or documents pursuant to Paragraphs 11, 19 and 21 so long as requests for such approvals, signatures, information, or documents comply with the terms of this Settlement Agreement.
13. In selling the Defendant Real Property, all escrow instructions and settlements relating to any proposed sale of the Defendant Real Property shall be subject to the approval of the United States. Furthermore, any escrow instructions not explicitly provided for in this Settlement

Agreement must be approved by both counsel for the United States and counsel for Nguema.

14. The United States may, in consultation with counsel for Nguema, release the lis pendens on the Defendant Real Property any time after the Effective Date as defined in Paragraph 45 (“Effective Date”), and will release the lis pendens no later than the date of the close of escrow on the sale of the Defendant Real Property.
15. At no time shall Claimants Sweetwater Malibu, LLC and Nguema take any action to affect adversely the marketability of the Defendant Real Property. Claimants Sweetwater Malibu, LLC and Nguema shall not pledge or otherwise encumber the property. Claimants Sweetwater Malibu, LLC and Nguema shall apply for and acquire appropriate policies of insurance on the Defendant Real Property, and consult with the United States as necessary in obtaining and maintaining such policies, including policies covering potential liability for personal injury or property damage occurring on or around the Defendant Real Property. Premiums for such policies shall be paid by Claimants Nguema and Sweetwater Malibu, LLC and reimbursed out of the Realty Escrow Account at closing as set forth below in Paragraph 27(A). Until close of escrow on the sale of the Defendant Real Property, the United States will

be added as a named insured on all such policies. Claimants Sweetwater Malibu, LLC and Nguema shall pay all property taxes when due, and shall not commit waste of the Defendant Real Property or permit the property to be used or occupied in any manner which would diminish its value or invalidate any insurance policy on the property. The United States shall provide assurances regarding the method and means by which Claimants Sweetwater Malibu, LLC and Nguema may pay such property taxes in a manner the United States will not contend constitutes a violation of law or otherwise purportedly gives rise to forfeiture, and Claimants Sweetwater Malibu, LLC and Nguema agree to promptly provide the United States with proofs of payment of any federal, state, or local taxes upon request.

16. All costs for maintenance and repair of the Defendant Real Property prior to its sale shall be borne by Claimants Sweetwater Malibu, LLC and Nguema and may be reimbursed pursuant to Paragraph 27(A). Claimants Sweetwater Malibu, LLC and Nguema agree to cooperate with the United States in accounting for and promptly responding to requests for information regarding how the Defendant Real Property is being repaired and maintained and the costs associated with such expenses. Any maintenance or repair expenses requiring the expenditure of more than

- \$20,000, which Claimants Sweetwater Malibu, LLC and Nguema intend to seek reimbursement for pursuant to Paragraph 27(A), must be approved by both counsel for the United States and counsel for Nguema. Neither Party may unreasonably withhold providing their consent so long as such expenses are necessary for the maintenance or repair of the Defendant Real Property.
17. The United States shall not seek forfeiture of any funds or assets utilized by Claimants Nguema and Sweetwater Malibu, LLC, or any property management company retained by Nguema and Sweetwater Malibu, LLC, to comply with the requirements of Paragraphs 15 and 16 of this Settlement Agreement.
 18. Claimants Nguema, Sweetwater Malibu, LLC, and Ebony Shine International LTD agree, jointly and individually, that they will not claim, assert or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax related to the liquidation of the Defendant Real Property pursuant to this Settlement Agreement.
 19. Unless otherwise agreed upon in writing by the Parties, if the Defendant Real Property is not sold within twenty-five (25) months from the execution of this Settlement Agreement (“Alternative Liquidation Date”), Claimants Sweetwater Malibu, LLC and Nguema, jointly and

individually, agree to grant to the United States, if the United States so requests, a power of attorney permitting the United States to assume control over the liquidation and sale of the Defendant Real Property, provided, however, that in no event shall the Defendant Real Property be sold for less than FMV, unless an alternative sale price is approved in writing by both counsel for the United States and counsel for Nguema. If the United States assumes control over the liquidation and sale of the Defendant Real Property pursuant to this Paragraph 19, the costs for maintenance and repair of the Defendant Real Property incurred after the United States assumes control over the liquidation and sale of the Defendant Real Property shall be borne by the United States and may be reimbursed pursuant to Paragraph 27(A). The Parties agree that a new FMV appraisal will be ordered in a manner consistent with the terms of Paragraph 9, above, as of the Alternative Liquidation Date. As part of the power of attorney to be entered into and executed on or after the Alternative Liquidation Date, Claimants Sweetwater Malibu, LLC and Nguema will give to the United States the full power and authority to sell the Defendant Real Property and transfer valid title to the Defendant Real Property in its entirety with such sale, without the need to obtain the participation, signature(s), or consent(s) of Claimants Sweetwater

Malibu, LLC and Nguema to effect any aspect of the sale and/or title transfer, so long as the Defendant Real Property is sold for no less than FMV, unless an alternative sale price is approved in writing by both counsel for the United States and counsel for Nguema, and otherwise complies with the terms of the Settlement Agreement. Claimants Sweetwater Malibu, LLC and Nguema agree to provide to the United States or its designee, agents or contractors, any requested information and to sign any documents necessary to facilitate the United States' sale of the Defendant Real Property including, but not limited to the deed to the Defendant Real Property. Any and all proceeds from the liquidation of the Defendant Real Property shall be managed consistently with the terms set forth in Paragraphs 26, 27, 29 and 30.

B. Liquidation of Defendant Ferrari and Defendant Statues

20. The United States, through its agents and contractors, shall take responsibility for selling the Defendant Ferrari and the Defendant Statues upon the execution of the Settlement Agreement pursuant to the terms set forth herein. Any and all proceeds from the liquidation of the Defendant Ferrari and the Defendant Statues shall be managed consistently with the terms set forth in Paragraph 22 and Paragraph 23.

21. Because Nguema and the United States agree that maximizing the value and sale prices of the Defendant Ferrari and the Defendant Statues is in the interest of the Parties, the United States agrees to consult with counsel for Nguema before entering into any agreements or contracts with any agents, auctioneers, dealers, contractors or brokers to sell the Defendant Ferrari and Defendant Statues. The Defendant Ferrari shall be sold on consignment with a luxury automobile dealer or another mutually agreeable contractor or vendor in the United States. The Defendant Statues shall be sold by an auction house or dealer with experience and expertise in the marketing and sale of celebrity memorabilia. The United States further agrees to meet and confer telephonically with counsel for Nguema prior to entering into any such agreements or contracts. In furtherance of the sale of the Defendant Ferrari and Defendant Statues, Nguema agrees to execute promptly any documents which may be required to complete the sale of the Defendant Ferrari and the Defendant Statues.

II.
LIQUIDATION OF
DEFENDANT FERRARI AND DEFENDANT STATUES

22. Any and all proceeds from the liquidation of the Defendant Ferrari and the Defendant Statues pursuant to Paragraph 20 and Paragraph 21 shall be deposited promptly by the United States into an account maintained by the United States government (“U.S. Government Account”) and disbursed pursuant to Paragraph 28.
23. Upon deposit of any monies into the U.S. Government Account, Nguema, Sweetwater Malibu, LLC, and Ebony Shine International LTD, jointly and individually, acknowledge and agree that they will—except as otherwise provided for in this Settlement Agreement—relinquish all dominion, control, and title to the funds in the U.S. Government Account to the fullest extent permitted by law. Claimants Sweetwater Malibu, LLC, Ebony Shine International LTD, and Nguema, jointly and individually, shall make no claim to or demand for return of the funds in the U.S. Government Account, directly or indirectly, through counsel or otherwise, so long as the proceeds of the sale of the Defendant Ferrari and Defendant Statues are administered in accordance with this Settlement Agreement. However, any instructions relating to the duties of the account custodian, including disbursement of the funds deposited

into the U.S. Government Account, not explicitly provided for in this Settlement Agreement must be approved by both counsel for the United States and counsel for Nguema.

**III.
MONETARY CONTRIBUTION**

24. No later than forty-five (45) calendar days after this Settlement Agreement is executed, Nguema shall deliver one million U.S. dollars (\$1,000,000) (the “Monetary Contribution”) to the United States. The United States shall deposit the Monetary Contribution into the U.S. Government Account.
25. The Monetary Contribution deposited into the U.S. Government Account in accordance with Paragraph 24 shall be disbursed from the U.S. Government Account pursuant to Paragraph 28 of the Settlement Agreement.

**IV.
DISTRIBUTION OF THE SETTLEMENT FUND**

26. Within one hundred eighty (180) days of the sale of the Defendant Real Property, the United States and Nguema will jointly select a charity or other organization (the “Charity”) to receive funds from the Realty Escrow Account and the U.S. Government Account pursuant to Paragraph 27(C) and Paragraph 28. If the United States and Nguema do

not mutually agree upon a Charity within one hundred eighty (180) days of the sale of the Defendant Real Property, a three-member panel (the “Panel”) will be formed to receive custody and control of funds from the Realty Escrow Account and the U.S. Government Account pursuant to Paragraph 27(C) and Paragraph 28. The Panel will be comprised of a member selected by the United States, a member selected by the Government of the Republic of Equatorial Guinea, and a Panel Chairman selected jointly by the United States and Nguema. If the United States and Nguema are unable to select a Panel Chairman by mutual agreement within two hundred twenty (220) days of the sale of the Defendant Real Property, the Parties agree that (1) the Court may direct the United States and Nguema to participate in mediation of this issue or, alternatively, (2) the Court may exercise its discretion in selecting a Panel Chairman at any time before or after the Parties engage in mediation. All decisions of the Panel will be decided by a majority vote of its members. All decisions of the panel are final and the Parties waive all rights to contest, appeal or otherwise challenge the Panel’s decisions so long as such decisions are consistent with the terms of the Settlement Agreement. The Parties agree that the funds disbursed to the Charity or the Panel pursuant to Paragraph 27(C) and Paragraph 28 will be so provided on the condition that the

funds be used for the benefit of the people of the Republic of Equatorial Guinea.

27. After the Defendant Real Property is liquidated, the proceeds of the liquidation of the Defendant Real Property in the Realty Escrow Account shall be disbursed in the following order:

(A) First, the funds in the Realty Escrow Account shall be used to pay the Parties' actual fees and costs reasonably incurred by the Parties after execution of this Settlement Agreement in connection with the repair, maintenance and sale of the Defendant Res, including the reasonable costs and fees incurred by the Parties' contractors and agents, the Licensed Agent, the Realty Escrow Agent, and the Appraiser, including real estate commissions, escrow fees, the Parties' closing costs, staging costs, recording fees, appraisal fees, filing fees, taxes, Foreign Investment in Real Property Tax Act (FIRPTA) withholding if any, title fees, consignment commissions, and auction fees, if any, relating to the sale of the Defendant Res;

(B) Second, pursuant to Paragraph 32 of this Settlement Agreement, ten million three-hundred thousand U.S. dollars

(\$10,300,000) of the funds (“Settlement Amount”) in the Realty Escrow Account shall be forfeited to the United States and all right, title, and interest shall be vested in the United States and no one else. The Settlement Amount shall be transferred to the United States within five business days of the Realty Escrow Agent receiving instructions from counsel for the United States in accordance with the terms of the Settlement Agreement; and

(C) Third, any and all remaining funds in the Realty Escrow Account, including any interest that accrued on the balance of the escrow funds, shall be paid to the Charity or the Panel pursuant to Paragraph 26.

28. Additionally, both (i) the Monetary Contribution and (ii) the proceeds of the liquidation of the Defendant Ferrari and the Defendant Statues deposited in the U.S. Government Account pursuant to Paragraphs 20-22 and 24-25 shall be paid to the Charity or the Panel as set forth in Paragraph 26.
29. The funds received by the Charity or the Panel pursuant to Paragraphs 27(C) and 28 shall be free and clear of any and all claims of any kind or nature by Sweetwater Malibu, LLC, Nguema, Ebony Shine International LTD, and the United States.

30. The Parties agree that the funds provided to the Charity or the Panel pursuant to Paragraph 27(C) or Paragraph 28 will be provided on the conditions that (i) any recipients of funds disbursed from the Realty Escrow Account or U.S. Government Account use the funds, less reasonable and ordinary costs and remuneration incurred by the Charity or the Panel members, for the benefit of the people of Equatorial Guinea; (ii) the Charity or Panel receiving such funds shall publish an accounting of its expenditures of the funds and the results of those expenditures on an annual basis until such funds are fully expended, with a final report to be provided to Nguema and the United States within six months of the final expenditure; and (iii) such funds are expended within five years of their initial disbursement, a period which may be extended by mutual agreement of the Parties.
31. The Parties agree the funds provided to the Charity or the Panel pursuant to Paragraph 27(C) or Paragraph 28 will be provided on the condition that the funds are not used to make any payments or provide any form of consideration to the following third parties: (a) the Government of the Republic of Equatorial Guinea; (b) individuals employed by the Government of the Republic of Equatorial Guinea, including Nguema (“E.G. Public Officials”); (c) the immediate family members of E.G.

- Public Officials; (d) the personal or business associates of E.G. Public Officials; (e) legal entities or companies owned or controlled by E.G. Public Officials; (f) legal entities or companies owned or controlled by the immediate family members of E.G. Public Officials; (g) legal entities or companies owned or controlled by the personal or business associates of E.G. Public Officials; (f) legal entities or companies owned or controlled by legal entities or companies owned or controlled by the Government of Equatorial Guinea; or (g) any political organizations, political bodies, or other groups in opposition to the Government of the Republic of Equatorial Guinea.
32. The Parties agree that the Settlement Amount provided to the United States of America pursuant to Paragraph 27(B) shall be ordered forfeited to the United States and all right, title, and interest in the Settlement Amount shall vest in the United States of America and no one else, and shall be disposed of according to law.
33. Sweetwater Malibu, LLC and Nguema, jointly and individually, hereby waive all time limits set forth in 18 U.S.C. § 983 and any claim to further notice of forfeiture.
34. The United States represents that, where practicable and consistent with law, and after deducting its actual case-related costs and expenses, it

intends to utilize the net Settlement Amount for the benefit of the people of the Republic of Equatorial Guinea.

V.
DISMISSAL OF GULFSTREAM CASE

35. Upon execution of this Settlement Agreement, the Parties agree to jointly move to stay the Gulfstream Case. The United States agrees to dismiss with prejudice its pending action in the Gulfstream Case pursuant to Federal Rule of Civil Procedure 41 after the requirements of Paragraph 24 are fulfilled and satisfied.
36. Upon dismissal of the Gulfstream Case, the United States agrees that it will not seek to forfeit, seize, or assist in seizing for any other foreign or domestic governmental or private entity the Defendant Gulfstream named in the Gulfstream Case based upon any and all claims, demands, and causes of action, whether now known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever, which it ever had or may now have, released in this Paragraph. The United States, on its own behalf and on behalf of its agents, attorneys, successors and assigns (collectively, the “United States Releasers”), fully and forever releases, acquits and discharges all claims, demands, and causes of action against

the Defendant Gulfstream, whether now known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever, which it ever had or may now have, as of or at any time prior to the Effective Date, provided that the subject aircraft does not enter the United States while it is owned by or for the benefit of: (a) the Government of the Republic of Equatorial Guinea; (b) E.G. Public Officials; (c) the immediate family members of E.G. Public Officials; (d) the personal or business associates of E.G. Public Officials; (e) legal entities or companies owned or controlled by E.G. Public Officials; (f) legal entities or companies owned or controlled by the immediate family members of E.G. Public Officials; (g) legal entities or companies owned or controlled by the personal or business associates of E.G. Public Officials; or (h) legal entities or companies owned or controlled by legal entities or companies owned or controlled by the Government of Equatorial Guinea.

VI. CALIFORNIA ACTIONS

37. The United States, on its own behalf and on behalf of its agents, attorneys, successors and assigns (collectively, the “United States Releasers”), fully and forever releases, acquits and discharges all claims, demands, and

causes of action against the following Res identified or described in Paragraphs 37(A-C), whether now known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever, which it ever had or may now have, as of or at any time prior to the Effective Date, and agrees that it will not seek to forfeit, seize, or assist in seizing for any other foreign or domestic governmental or private entity based upon such claims, demands, and causes of action:

- (A) The Defendant Memorabilia currently located outside of the United States, provided that none of these items enter the United States; and
- (B) Any assets, other than the Defendant Res, owned by Nguema or a legal entity controlled by Nguema as of July 15, 2014, that are located in the United States, provided Nguema discloses to the United States and removes from the United States, liquidates, sells, or donates to a charitable organization, as defined in Section 501(c)(3) of the Internal Revenue Code, such asset(s) worth more than fifty thousand U.S. dollars (\$50,000) within one hundred fifty (150) days of the Effective Date. The Parties agree that they may stipulate by mutual consent to extend the

dates set forth in this Paragraph. The Parties further agree that until the Defendant Real Property is sold, Nguema may maintain in the Defendant Real Property all furniture and household goods currently located in the Defendant Real Property as of the Effective Date. The Parties further agree that any copyrights, contractual rights, interests in lawsuits currently proceeding or as may proceed in the future, assets currently involved in bankruptcy proceedings, security deposits, and assets (including monies) that have been escheated to governmental agencies, owned by Nguema or any legal entities controlled by Nguema on or before July 15, 2014, which were disclosed to the United States prior to the execution of this Settlement Agreement by Claimants in a letter dated no later than August 4, 2014, need not be removed from the United States.

- (C) Any assets, other than the Defendant Res, acquired by Nguema in the United States on or before July 15, 2014, that are located outside of the United States, provided that any asset worth more than one hundred thousand U.S. dollars (\$100,000) were disclosed to the United States prior to the execution of this

Settlement Agreement by Claimants in a letter dated no later than August 4, 2014.

38. The United States expressly waives any rights it may have under California Civil Code § 1542, as well as under any other state or federal statute or common law principle of similar effect. California Civil Code § 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

39. The United States Releasers acknowledge that they may later discover facts different from or in addition to those which they or their attorneys now know or believe to be true. It is the intention of the Parties to fully, finally and forever settle and release all claims included in the releases herein. The releases provided in this Settlement Agreement shall remain in effect notwithstanding the discovery or existence of any additional or different facts or the occurrence of any such future events, circumstances or conditions.
40. The Parties agree that the settlement of this matter upon the terms and conditions set forth in this Settlement Agreement shall be the final and

complete satisfaction of the claims asserted by the United States, Sweetwater Malibu, LLC and Nguema in the Thriller Jacket Case and the Glove Case. Sweetwater Malibu, LLC and Nguema understand and agree, individually and jointly, that they will not seek, through any court proceeding or other process, the return of the Defendant Res or any proceeds as a result of the liquidation of the Defendant Res except as otherwise provided herein.

41. Except as otherwise provided for in this Settlement Agreement, including Paragraph 47, the Parties specifically waive any rights to further litigate against each other their respective interests in the Defendant *Res* or to petition for remission or mitigation of the settlement, releases, or forfeiture.
42. Sweetwater Malibu, LLC, Nguema, and Ebony Shine International LTD, jointly and individually, and their employees, heirs, representatives, agents, assignees, and attorneys, hereby agree to forever discharge and hold harmless the United States, and any and all officers, agents, representatives, attorneys, and employees of same, including all federal, state, and local enforcement officers, from all claims, liabilities, obligations, appeals, or demands, including attorneys fees, in connection

with or arising from the Thriller Jacket Case, the Glove Case and the Gulfstream Case or any allegations contained therein.

43. The United States, on its own behalf and on behalf of its representatives, agents, assignees, and attorneys, hereby agrees to forever discharge and hold harmless Claimants Sweetwater Malibu, LLC, Nguema, and Ebony Shine International, LTD, and any and all officers, agents, representatives, heirs, assigns, successors, attorneys, and employees of same, from all claims, forfeitures, liabilities, obligations, appeals, or demands, including attorneys fees, in connection with or arising from the Thriller Jacket Case, the Glove Case and the Gulfstream Case or any allegations contained therein.
44. Upon full satisfaction of the terms of this Settlement Agreement, the United States shall move to dismiss with prejudice all of the government's remaining claims asserted in the Thriller Jacket and Glove Cases.

VII. OTHER PROVISIONS

45. Effective Date. For purposes of this Settlement Agreement, the Effective Date is the date that all of the parties execute this Settlement Agreement.


46. Each Party agrees to cooperate with the other Party and to perform the further acts required by this Settlement Agreement, to execute and deliver any and all further documents that may be reasonably necessary or desirable to effectuate the purposes of this Settlement Agreement and to refrain or forbear from any act that would be inconsistent with the purposes of this Settlement Agreement.
47. As it pertains to this Settlement Agreement, all rights of appeal are hereby waived by all Parties. Notwithstanding the foregoing, the Parties do not waive their rights to enforce the terms of this Settlement Agreement, which rights are expressly retained.
48. The Parties acknowledge that they are, and have been, represented by competent counsel in connection with the negotiation, preparation, and execution of this Settlement Agreement and the legal effects thereof have been explained to them, and that they are entering into this Settlement Agreement freely and voluntarily, without coercion, duress or undue influence.
49. The United States, Nguema, Sweetwater Malibu, LLC, and Ebony Shine International LTD, agree to bear their own costs and attorneys fees related in any way to the Thriller Jacket Case, the Glove Case, and the Gulfstream Case. Sweetwater Malibu, LLC, Nguema, and Ebony Shine

International, LTD further agree that they have not substantially prevailed in the Thriller Jacket Case, the Glove Case or the Gulfstream Case for purposes of 28 U.S.C. § 2465(b).

50. This Settlement Agreement, and any other dispute arising thereof, shall be governed by the laws of the United States and the laws of the State of California. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Settlement Agreement is the United States District Court for the Central District of California. This Court shall retain jurisdiction to enforce this Settlement Agreement.
51. In the event that any disputes arise about the interpretation of or compliance with the terms of this Settlement Agreement, the Parties will endeavor in good faith to resolve any such disputes between themselves before bringing it to the Court for resolution. However, in the event of either a failure by one of the Parties to this Settlement Agreement to comply with its terms or an act by one of the Parties in violation of any provision hereof, the Parties may move this Court to impose any remedy authorized by law or equity.
52. This Settlement Agreement constitutes the entire final, complete and exclusive agreement and understanding between and among the Parties

and supersedes all prior or contemporaneous written or oral agreements. The Parties expressly acknowledge that they have not relied on any representations, warranties, agreements, or understandings not expressly contained in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, arrangements, or understandings relating to this Settlement Agreement other than those expressly contained herein. There shall be no modification of the Settlement Agreement unless in writing and signed by all the undersigned Parties or their authorized representatives.

By: 
TEODORO NGUEMA OBIANG MANGUE

By: 
SWEETWATER MALIBU, LLC
CLAIMANTS' SIGNATURE BLOCK

By: 
EBONY SHINE INTERNATIONAL, LTD.
CLAIMANTS' SIGNATURE BLOCK

JAIKUMAR RAMASWAMY, Chief
ASSET FORFEITURE AND MONEY
LAUNDERING SECTION, Criminal Division

By:



DANIEL H. CLAMAN, Assistant Deputy Chief

WOO S. LEE, Trial Attorney

STEPHEN A. GIBBONS, Trial Attorney

Criminal Division

Attorneys for the Plaintiff

United States of America