

THIS DEED is made the *Sixth* of July 1995

BETWEEN

SHELL U.K. LIMITED whose registered office is at Shell-Mex House, Strand, London, WC2R 0DX ("Shell")

JOHN DONOVAN in his sole capacity and in his capacity as a Founder Member of The Shell Corporate Conscience Pressure Group ("JD") of Maplebank, Ixer Lane, Bradfield Combust, Suffolk, IP30 0LR

ALFRED DONOVAN in his sole capacity and in his capacity as a Founder Member of The Shell Corporate Conscience Pressure Group ("AD") of Maplebank, Ixer Lane, Bradfield Combust, Suffolk, IP30 0LR

DON MARKETING U.K. LIMITED ("Don Marketing") whose registered office is at Riverside House, 1-5 Como Street, Romford, Essex, RM7 7DN

WHEREAS:

- (i) Don Marketing has sued Shell by two writs dated the 21st April 1994 and 30th September 1994 under action numbers CH-1994-D-No.2259 and CH-1994-D-No 5417 ("the High Court Litigation")
- (ii) Don Marketing has sued Shell in the Central London County Court under case number BV403434 ("the County Court Litigation")
- (iii) AD has issued a writ for libel against Shell under action number 1995 No. D328 ("the Libel Action")
- (iv) The High Court Litigation, The County Court Litigation and The Libel Action are together referred to as "the Litigation"
- (v) Shell has agreed to indemnify Don Marketing against the costs of the High Court Litigation on the terms set out below.

NOW THIS DEED WITNESSES:

1. Shell covenants to indemnify Don Marketing against legal costs incurred in the prosecution of the High Court Litigation up to and including judgment in the High Court. This indemnity is given on the following terms:
 - (a) The contribution towards costs to date of signature of this agreement to be limited to £40,000.00.
 - (b) Costs will be reimbursed net of VAT on the indemnity (solicitor and own client) basis and will be subject to taxation if not agreed.
 - (c) The total amount payable for solicitors' and counsels' fees, experts' fees and disbursements should not exceed the aggregate of solicitors' and counsels' fees and disbursements paid by Shell in defending the High Court Litigation.
 - (d) The indemnity shall not apply to the costs incurred in any Appeal, (including any interlocutory matter relating to the appeal) against

final judgment.

- (e) The first payment under this indemnity shall be made in respect of costs incurred, and in accordance with the following schedule:
 - (i) £50,000.00 upon the signing of this agreement (to include the sum of £40,000.00 in respect of costs incurred to date of signature);
 - (ii) £20,000.00 on completion of discovery;
 - (iii) £20,000.00 on exchange of witness and expert evidence;
 - (iv) £15,000.00 four weeks before trial;
 - (v) On completion of trial, £20,000.00 or such sum as shall be considered appropriate by agreement between the parties, or as ordered on taxation.
 - (f) Photocopying, telephone, postage, fax, other utilities, lexis and couriers will be paid for at the actual cost to Royds Treadwell. No charge will be made for items normally regarded as overheads, like secretarial or word processing time or overtime.
 - (g) The existing Order for security for costs do stand dismissed, and no further application by Shell will be made for security for costs during the currency of this agreement. In addition, no security for costs application will be made in relation to any appeal whether interlocutory or not whilst this agreement subsists.
2. Subject to the provisions of clause 9, the parties will not comment on or disclose to the media or any other third party by themselves or through any other person, organisation or corporation or agent anything concerning The Litigation or the facts or assertions on which any of that litigation is founded, or this Deed. This binder of confidentiality shall not apply to any disclosure necessarily or reasonably made to Don Marketing's solicitors, counsel or any expert engaged by it to enable it to prosecute the High Court Litigation. In addition, no comment will be made by the parties at the time of Judgment in this action, or at any time thereafter, except in the form of a joint Press Statement to be agreed between the parties.
3. JD, AD and Don Marketing jointly and severally covenant:
- (a) not to picket any premises used by Shell or any of Shell' associated companies or the home of any director or employee of any such company or any premises on which a "Shell" trademark is displayed;
 - (b) not to solicit or encourage any third party to, take action, write or otherwise campaign against Shell or any associated Company of Shell or any director or employee of any such Company with the object or effect of such campaign being to influence the outcome of the High Court Litigation or Shell's handling of it or to denigrate Shell or any associated Company of Shell;
 - (c) that there are no claims which might be brought against Shell or any

Associated Company of Shell by any of them or any member of the families of JD or AD or any company in which they or any member of their families has an interest other than those referred to in the High Court Litigation and the County Court Litigation and the Libel Action and that they will indemnify Shell and its Associated Companies against all such claims.

4. All money paid under this deed shall be repaid, and no obligation to make further payments shall arise if:
 - (a) JD, AD or Don Marketing, or any of them is in breach of any of the terms of this deed;
 - (b) any claim of the type referred to in paragraph 3(c) is brought in respect of an event that occurred before the date of this deed;
5. AD agrees to file a notice of discontinuance in relation to the Libel Action and Shell agrees not to attempt to recover any of its legal costs in respect thereof. Don Marketing agrees to file a notice of discontinuance in relation to the County Court action and Shell agrees not to attempt to recovery any of its legal costs in respect thereof.
6. JD, AD and Don Marketing covenant not to prosecute the High Court Litigation in an unreasonable or clearly uneconomic way and will consolidate the writs which comprise the High Court Litigation.
7. AD and JD will procure that The Shell Corporate Conscience Group posts to each of its members and all earlier recipients of communications a circular to the effect that the activities of the Group have ceased. The terms of the letter shall be agreed with Shell.
8. Don Marketing may discontinue the Litigation at any time without prejudice to the indemnity but the provisions of clause 2, 3 and 5 shall continue thereafter in full force and effect.
9. Upon the signing of this Deed, the parties jointly agree to the preparation of a joint agreed Press Statement for submission to the media explaining in agreed terms the state of compromise that has been achieved, but not to disclose the terms of this agreement.
10. Each of the parties shall bear his own costs in relation to the preparation of this deed.
11. This shall be construed in accordance with English Law and any legal proceedings relating to it shall be subject to the jurisdiction of the English Courts.
12. An "Associated Company of Shell" means:
 - (a) N.V. Koninklijke Nederlandsche Petroleum Maatschappij
 - (b) The "Shell" Transport and Trading Company, public limited company
 - (c) Any company (wherever registered) which for the time being is directly or indirectly associated with either or both of the companies

mentioned in sub-paragraphs (a) or (b) of this definition

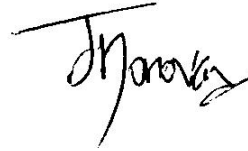
For the purpose of this definition a company is:

- (i) directly associated with another company or companies if the latter is the beneficial owner of shares (or their equivalent) carrying or controlling 50% or more of votes exercisable at a general meeting (or its equivalent) of such company
- (ii) indirectly associated with a company or companies ("the parent or parents") if a series of companies can be specified beginning with their parent(s) and ending with such company so related that each company or companies in the series except the parent(s) is directly associated with one or more companies in the series.

IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first above written

SIGNED by the said JOHN DONOVAN
as a deed in the presence of :-

)
)



Witness:



Name R WOODMAN
Address 2 CRANE COURT
LONDON E14

Signature

Occupation SOLICITOR

SIGNED by the said ALFRED DONOVAN
as a deed in the presence of :-

)
)

Witness:



Name ~~2 CRANE COURT R WOODMAN~~
Address 2 CRANE COURT
LONDON E14

Signature



Occupation SOLICITOR

THE COMMON SEAL of Shell U.K. Limited)
was hereunto affixed in the presence)
of:-)

Daini Narey Director

R. W. Wiseman Secretary

THE COMMON SEAL of Don Marketing U.K.)
Limited was hereunto affixed in the)
presence of:-)

J. Donovan - Director

A. E. Donovan - Director