

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GEORGE RUBAGUMYA)

Plaintiff,)

v.)

SALANS, LLP, PHILIP ENOCH and)

ELY PLACE NOMINEES LTD)

Defendants.)

DOCKET NO.

3:09 CV 00451 (WWE)

AUGUST 28th, 2009

AFFIDAVIT OF PHILIP ENOCH, ESQ.

ENGLAND, UNITED KINGDOM)

ss. LONDON)

The undersigned, being duly sworn, does hereby depose and state as follows:

1. I am over the age of eighteen (18), I believe in and understand the obligations of an oath.
2. I presently reside at 16 Hampstead Way, London, England.
3. I make this declaration based on my own personal knowledge and based on my review of the file and business records of Salans LLP with respect to this matter.
4. I am presently a member in the law firm of Salans LLP with the title of Partner.
5. Salans LLP is a limited liability partnership organized under the laws of England and Wales, and carries on business as an international law firm with twenty-one offices located throughout the world.

6. Salans LLP has an office located in Rockefeller Center, 620 Fifth Avenue, New York, New York. Salans LLP's New York office is its only practising office located in the United States of America.

7. Separate and apart from my membership in Salans LLP, I am personally a director and 50% shareholder of Ely Place Nominees Ltd.

8. Ely Place is not, nor has it ever been, a subsidiary of Salans LLP. Clients of Salans LLP have, on occasions, elected to use Ely Place as a nominee to hold shares.

9. At all times mentioned in the Plaintiff's Complaint, Salans LLP served as counsel to White Nile Limited ("White Nile"), now known as Agriterre Ltd, a Guernsey company, and from time to time Salans LLP also acted as counsel to White Nile's Directors, Andrew Groves and Philippe Edmonds.

10. White Nile was formed in December 2004 as a petroleum company which became listed on the Alternative Investment Market ("AIM") of the London Stock Exchange in February 2005.

11. In August 2004, the Sudan People's Liberation Movement ("SPLM") granted petroleum exploration rights over "Block Ba" in the Southern Sudan to its wholly-owned subsidiary company Nile Petroleum Corporation Limited ("NilePet"). These rights were later transferred to White Nile in February 2005.

12. It is my understanding that the SPLM and the Government in Khartoum entered a Wealth Sharing Agreement in January 2004, which became effective in January 2005 with the passage of a Comprehensive Peace Accord, pursuant to which SPLM and the Government in Khartoum agreed that any petroleum concessions in place on the date of the Comprehensive

Peace Accord would remain in place, whereas subsequent concessions would require the approval of the National Petroleum Commission.

13. In December 2004, subsequent to the concession for the Block Ba region having been granted to NilePet by SPLM, Total, a competing petroleum exploration company, renewed a concession it had previously been granted by the Government in Khartoum over the same Block Ba region granted to NilePet.

14. When White Nile learned that Total renewed its concession over the Block Ba region, I, together with Andrew Groves, a director of White Nile, flew to Nairobi to meet with representatives of SPLM, at which time I met George Rubagumya for the first time on or about January 19, 2005.

15. Mr. Rubagumya represented himself to be a lawyer acting as legal advisor to SPLM.

16. At the meeting in Nairobi, SPLM and Mr. Rubagumya assured White Nile that Total had no rights to Block Ba.

17. Notwithstanding SPLM and Mr. Rubagumya's assurances, Total continued to assert its rights over the Block Ba region with support from the Government in Khartoum, after which time White Nile's claims of title to Block Ba continued to be challenged, and the clarity of title White Nile was seeking was proving difficult to obtain, particularly following a number of changes within the Government of the Southern Sudan.

18. On November 19, 2006, I was contacted by Mr. Rubagumya to arrange a meeting with White Nile in London, England on November 27, 2006. A true and accurate copy of the correspondence I received from Mr. Rubagumya is attached hereto as Exhibit A.

19. At the November 27, 2006 meeting, Mr. Rubagumya represented that he would be able to bring Total to the negotiating table and possibly broker a resolution to White Nile's title issues. Andrew Groves and Philippe Edmonds, directors and shareholders in White Nile, each offered to give Mr. Rubagumya one million of their own White Nile shares as an incentive to broker a resolution. An agreement was reached for Andrew Groves and Philippe Edmonds to each provide Mr. Rubagumya with one million shares in White Nile but, to assure Mr. Rubagumya would perform as promised, his shares were to be held by a nominee and subject to a lock-in agreement providing that, subject to a limited exception, they could not be sold until December 31, 2007, by which time all parties anticipated that a resolution would have been achieved.

20. At the November 27, 2006 meeting, it was agreed that Ely Place Nominees Ltd, would hold Mr. Rubagumya's shares throughout the duration of the lock-in period. Ely Place Nominees Ltd was already holding the shares owned by Mr. Edmonds and Mr. Groves which were to be transferred to Mr. Rubagumya and held for his benefit

21. Mr. Rubagumya failed to secure White Nile's petroleum exploration rights to the Block Ba region and White Nile's operations in Southern Sudan were suspended.

22. On September 17, 2007, I, together with the Directors of White Nile, its NOMAD (Nominated Advisor, which is a company approved as such by the London Stock Exchange), and certain investors in White Nile, met with a delegation of the Government of the Southern Sudan, its Energy Minister, Mr. Rubagumya and others in London, England.

23. The Vice President of the Government of Southern Sudan was present at the September 17, 2007 meeting in London and suggested that, as a vehicle to secure its rights to a

portion of Block Ba, White Nile should form a new company. I assisted White Nile in forming the new company, called "Southern Sudan Exploration & Production Limited."

24. When White Nile's efforts to regain its rights to the Block Ba region were unsuccessful, White Nile discontinued its efforts at petroleum exploration in the Southern Sudan altogether in the latter part of 2008.

25. Following the September 17, 2007 meeting in London, I received an "Invoice for Services" from Mr. Rubagumya dated September 27, 2007 which was addressed to my client, White Nile. A true and accurate copy of the September 27, 2007 Invoice for Services is attached hereto as Exhibit B.

26. On or around December 24, 2007, Mr. Rubagumya sent me a letter requesting that I sell his shares in White Nile on the first 2008 trading day of the London Stock Exchange. A true and accurate copy of Mr. Rubagumya's December 24, 2007 letter is attached hereto as Exhibit C.

27. I do not have, nor have I ever had, an obligation to sell Mr. Rubagumya's shares in White Nile upon his instruction to do so.

28. I was on vacation during the 2007 holiday season in Thailand and, therefore, did not receive Mr. Rubagumya's letter until sometime in January 2008, at which time I had a telephone conversation with Mr. Rubagumya to discuss his request.

29. My Letter of November 28, 2006 to Mr. Rubagumya, which confirmed the terms under which the shares were to be held, had been written upon the instruction of Philippe Edmonds and Andrew Groves as Directors of White Nile. Accordingly, Mr. Rubagumya's request to sell his shares was directed to Messrs. Groves and Edmonds. Because they were

extremely unhappy at the prospect of Mr. Rubagumya selling his shares when clarity of title had not been obtained, there were discussions between Messrs. Groves and Rubagumya, through which Mr. Rubagumya and White Nile were able to reach an agreement whereby Mr. Rubagumya agreed that his White Nile Shares would remain held for an extended lock-in period in exchange for additional compensation from White Nile while he continued his efforts to secure White Nile's rights to the Block Ba region.

30. On or around February 14, 2008, Mr. Rubagumya forwarded to me a second "Invoice for Services" seeking payment of £50,000. A true and accurate copy of the February 14, 2008 Invoice for Services is attached hereto as Exhibit D.

31. On or around March 3, 2008, I wrote Mr. Rubagumya on behalf of my client, White Nile, to confirm to him that White Nile had agreed to compensate Mr. Rubagumya US\$50,000 for his services, not £50,000. A true and accurate copy of my March 3, 2008 e-mail is attached hereto as Exhibit E.

32. On or around March 10, 2008, Mr. Rubagumya wrote me again requesting that I sell his shares in White Nile or transfer the shares to him. A true and accurate copy of Mr. Rubagumya's March 10, 2008 e-mail and letter are attached hereto as Exhibit F.

33. On March 17, 2008, I responded to Mr. Rubagumya by confirming that I represent White Nile and was not in a position to sell Mr. Rubagumya's shares. I enclosed a Stock Transfer Form for Mr. Rubagumya to complete which would facilitate the process of transferring the White Nile Shares to him. A true and accurate copy of my March 17, 2008 correspondence is attached hereto as Exhibit G.

34. I never received a completed Stock Transfer Form from Mr. Rubagumya.

35. On April 1, 2008, Mr. Rubagumya wrote me to advise me that he had engaged the services of a Solicitor in London to commence legal proceedings concerning his White Nile Shares. A true and accurate copy of Mr. Rubagumya's April 1, 2008 e-mail is attached hereto as Exhibit H.

36. Because I had not heard back from Mr. Rubagumya following my March 17, 2008 letter, I believed his dispute with White Nile was resolved and was, therefore, surprised by his April 1, 2008 correspondence. A true and accurate copy of my April 1, 2008 e-mail to Mr. Rubagumya is attached hereto as Exhibit I. Mr. Rubagumya, however, maintains that he did not receive my March 17, 2008 correspondence.

37. During the ten days following my April 1, 2008 correspondence exchange with Mr. Rubagumya, Mr. Rubagumya and White Nile discussed and arrived at an agreement for White Nile to pay him £50,000 in consideration for which Mr. Rubagumya agreed that his White Nile Shares would remain held subject to an extended lock-in until clarity of White Nile's title in the Block Ba region was obtained or White Nile agreed that Mr. Rubagumya could sell his shares. A true and accurate copy of correspondence I sent to Mr. Rubagumya on April 11, 2008 reflecting this agreement is attached hereto as Exhibit J. A true and accurate copy of correspondence I received from Mr. Rubagumya on April 9, 2008 is attached hereto as Exhibit K which also reflects his understanding of the agreement.

38. Mr. Rubagumya directed that the £50,000 be deposited to his bank account at PNC Bank located at 353 Maple Avenue East, Vienna, Virginia 22180. A true and accurate copy of Mr. Rubagumya's April 11, 2008 e-mail is attached hereto as Exhibit L. I arranged for

the White Nile accounting staff to transfer the £50,000 to his bank account in accordance with his direction.

39. Apparently, on or around May 27, 2008, Mr. Rubagumya maintained that he sent me correspondence requesting that his White Nile shares be sold by me. True and accurate copies of the correspondence Mr. Rubagumya claims he sent to me are attached hereto as Exhibits M and N.

40. I have no recollection of receiving Mr. Rubagumya's May 27, 2008 correspondence until Mr. Rubagumya forwarded it to me on September 24, 2008.

41. On September 24, 2008, I received correspondence from Mr. Rubagumya indicating that he had retained counsel to commence legal proceedings against Salans LLP in New York. A true and accurate copy of Mr. Rubagumya's September 24, 2008 e-mail is attached hereto as Exhibit O.

42. Because I did not see Mr. Rubagumya's May 27, 2008 correspondence and believed his dispute with White Nile to have been resolved by way of my April 11, 2008 letter and White Nile's payment to him of £50,000, I requested clarification from Mr. Rubagumya, at which time his May 27, 2008 correspondence was forwarded to me. A true and accurate copy of my September 24, 2008 e-mail is attached hereto as Exhibit P.

43. On or around September 29, 2008, Salans LLP received correspondence from Mr. Rubagumya's attorney threatening to commence legal proceedings against Salans LLP. A true and accurate copy of the September 29, 2008 letter is attached hereto as Exhibit Q.

44. I have been to Connecticut only once for a three (3) day holiday in the Fall of 2006.

45. Apart from any correspondence Salans LLP may have *received* from Mr. Rubagumya or his attorneys, to the best of my knowledge, I am the only member of Salans LLP that has communicated with the Plaintiff.

46. To the best of my knowledge, I have never communicated or corresponded with Plaintiff in the State of Connecticut.

47. At all relevant times, I corresponded with Plaintiff at an address in Vienna, Virginia, while he was traveling in Africa or at various hotel addresses in London, England.

48. Mr. Rubagumya represented the Vienna, Virginia address to be his personal address in addition to it being the address for AmeriCapital Partners Corp., his company. *See, e.g.,* Ex. C.

49. In other correspondence I received from Mr. Rubagumya, he alluded to being present in Africa, Washington D.C., and Texas. A true and accurate copy of e-mails I received from Mr. Rubagumya dated December 3, 2007, November 15, 2007, September 24, 2007, and November 22, 2006 are attached hereto as Exhibits R, S, T and U, respectively.

50. Mr. Rubagumya represented his "home" telephone number as (703) 734-1765 and his cellular telephone number to be (703) 589-6309 in a letter dated December 4, 2007. A true and accurate copy of a December 4, 2007 e-mail I received from Mr. Rubagumya is attached hereto as Exhibit V.

51. The only times I met Plaintiff in person were in London, England, and Nairobi, Africa.

52. If Plaintiff is a resident of Connecticut, as alleged in his Complaint, I had no knowledge of this fact or reason to believe this to be the case until I reviewed the Complaint in this lawsuit.

53. I do not, nor have I ever, owned real property in the State of Connecticut.

54. I have never used a computer within the State of Connecticut.

55. I have never entered into any contract which was to be performed in the State of Connecticut, nor have I been a party to a contract in or with a resident of the State of Connecticut.

56. I have never solicited business in Connecticut, engaged in a persistent course of conduct with Connecticut, or derived any revenue as a result of conducting business in Connecticut.

57. I have never paid taxes to the State of Connecticut, maintained a mailing address in the State of Connecticut, maintained a telephone number in the State of Connecticut or maintained a bank account in the State of Connecticut.

58. To the best of my knowledge, Salans LLP has never maintained an office or offices in Connecticut, nor has it ever owned property in the State of Connecticut.

59. To the best of my knowledge, Salans LLP has not obtained a certificate to transact business in the State of Connecticut because Salans LLP has not and does not transact business in Connecticut.

60. To the best of my knowledge, any work performed by Salans LLP in or for Connecticut clients has been minimal in comparison to its overall business and, as such, Salans

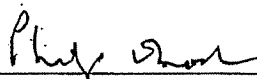
LLP has not derived substantial revenue with respect to any work that may have had ties to Connecticut.

61. To the best of my knowledge, Salans LLP has never paid taxes to the State of Connecticut, maintained a mailing address in the State of Connecticut, maintained a telephone number in the State of Connecticut or maintained a bank account in the State of Connecticut.

62. To the best of my knowledge, Salans LLP does not carry on business as a securities broker and has never held a license to conduct securities transactions.

FURTHER, AFFIANT SAYETH NOT.

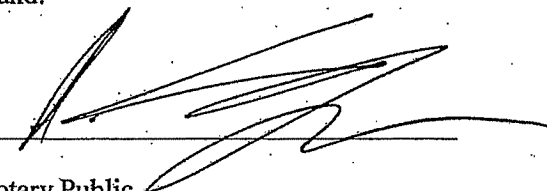
SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 28th DAY OF AUGUST, 2009.


Philip Enoch, Esq.

England & Wales
City of London

On August 28th, 2009, before me, the undersigned personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and who swore that the foregoing statements were true to the best of his knowledge, information and belief.

In witness whereof, I hereunto set my hand.

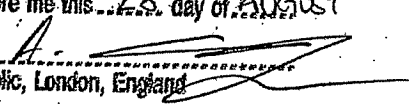


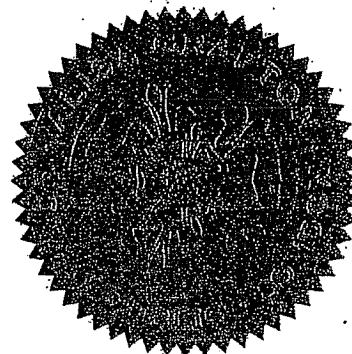
Notary Public
My Commission Expires:

NOTARY PUBLIC
LONDON, ENGLAND
ALISA GRAFTON
(My Commission expires with Life)

EXHIBIT A

This is the exhibit marked A
referred to in the Affidavit of PHILIP
MAURICE ENOCH
sworn before me this 28 day of AUGUST
2009

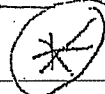

Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 19 November 2006 12:55
To: Philip Enoch; asgroves@yahoo.com
Subject: White Nile



Per my discussion with Andrew in Jbrg, I am set to arrive in London on Monday morning, Nov. 27th and have reserved two days for strategy meeting and then be ready to leave to meet the other party on November 29th, 2007. Please confirm now that this is still good timing for Andrew, Phil Edmond and Phil Enoch so that I can maintain this schedule. If it is good, then please reserve a hotel room close to your offices for me for 27th and 28th and give me the hotel coordinates and reservation confirmation numbers. I need a response by Wednesday so that I can rearrange my trip home, if these dates are not convenient for us to meet.

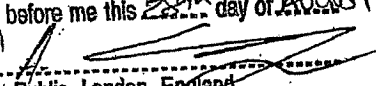
Regards
George

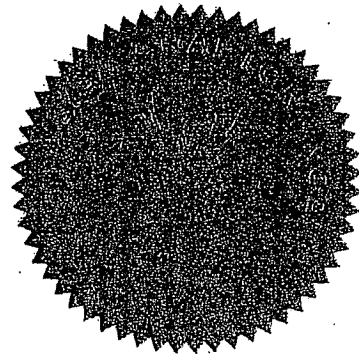
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13/05/2009

EXHIBIT B

This is the exhibit marked B
referred to in the Affidavit of Philip
MAURICE ENOCH
sworn before me this 28th day of AUGUST
2009 
Notary Public, London, England



AmeriCapital Partners Corp

ACP

8008 Rachelle Place
Vienna, VA 22182 USA
(703)734-1765 info@amcapital.us

September 27, 2007

Andrew S. Groves
Chief Executive Officer
White Nile PLC
18 Park Street
London

RE: INVOICE FOR SERVICES

This invoice covers the fees for services rendered from September 9th, 2007 to September 17th, 2007, inclusive, for a total of 8 working days and two travel days of September 8th and September 18th, 2007. It does not include any accommodation and transport costs, which were covered by the company.

Based on my standard billing rate of 300 Pound Sterling per hour of work and 250 Pound Sterling per hour of travel time, the total invoice amounts to:

- a. Pound Sterling 300/Hr times 60 hours of work time, totaling to 18,000 Pound Sterling; and
- b. Pound Sterling 250/Hr times 15 hours of travel time, totaling to 3,750 Pound Sterling

Total fees due are 21,750 Pound Sterling. However, a discount of 30% is given and the total fees due and payable is **Pound Sterling 15,000.**

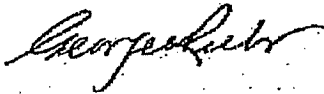
You can wire the funds to my bank account as follows, to the benefit of:

Beneficiary: George Rubagumya
Bank name: PNC Bank
Address: 353, Maple Ave East
Vienna VA 22180

Swift code: PNCCUS33
Account number: 5301122899
Routing number: 054000030

It was a pleasure being of service, and look forward to our continued association on this matter. Your timely attention to this issue is greatly appreciated.

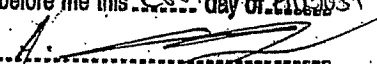
Best regards,

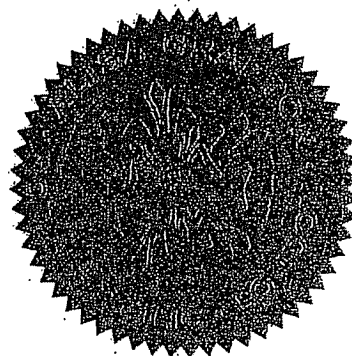


George Rubagumya

EXHIBIT C

This is the exhibit marked C
referred to in the Affidavit of PHILIP
MAURICE EVOUCH
sworn before me this 28th day of AUGUST
2009.


Notary Public, London, England



From: GREEN LAW PC

860 676 2250

09/29/2008 17:54

#033 P.005/011

Exhibit B

George W. Rubagumya
8008 Rachelle Place
Vienna, VA 22182 USA
(703) 734-1765

george.rubagumya@yahoo.com

CERTIFIED MAIL

December 24, 2007

Mr. Philip Enoch
SALANS
Millennium Bridge House
2 Lambeth Hill, London EC4V 4AJ

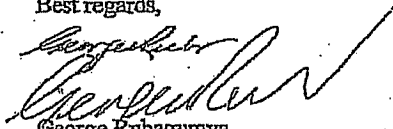
Dear Mr. Enoch,

RE: INSTRUCTION TO SELL MY 2,000,000 SHARES OF WHITE NILE
HELD BY YOUR NOMINEE FIRM, ELY PLACE NOMINEES LTD

I am hereby instructing you to sell all my ordinary shares in White Nile Ltd. which total to Two Million (2,000,000) ordinary shares, which are held on my behalf by your nominee company, Ely Place Nominees Ltd, at the earliest opportunity, but not later than the first stock market trading day in January of 2008.

Once this is accomplished, please inform me and I shall provide you with banking facilities where to transfer the funds. Should there be any preliminary actions which I need to take in order for this trading instruction to be carried out, I am requesting that you advise me right away in writing to avoid any delays in the execution of this instruction.

Best regards,


George Rubagumya

Registered No. 1041964443219

Date Stamp
VIRGINIA COMMONWEALTH UNIVERSITY
101 28
DEC 2 2007

Reg. Fee \$10.45
Handling 50.00
Postage 40.90
Insurance 50.00
Delivery 50.00

To Be Completed By Customer (Please Print)
All Entries Must Be In Ballpoint or Typed

To Be Completed By Post Office

Received by
Customer Name
Full Value \$

Worked
Insurance
Without Post
Insurance

OFFICIAL USE

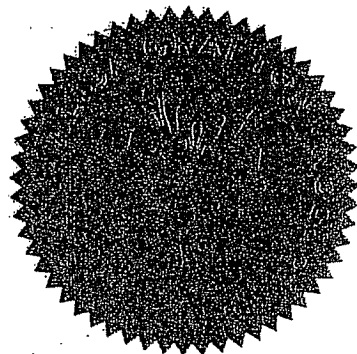
TO
DILLIE ENOCH
S. R. BROWN
MILLERMAN BELDENHOLME
1415 N. 1ST ST.
HARRISBURG, PA 17101

FROM
GORDON KILBACH
8008 KATHLEEN PLACE
VIRGINIA VA 22182

PS Form 3800, 1-97
PSN 7530-01-000-9001
Return to: PSN 7530-01-000-9001

EXHIBIT D

This is the exhibit marked D
referred to in the Affidavit of PHILIP
MAURICE sworn
before me this 28th day of August
2009
A.
Notary Public, London, England



AmeriCapital Partners Corp

ACP

8008 Rachelle Place
Vienna, VA 22182 USA
(703)734-1765 info@amcapital.us

February 14, 2008

Andrew S. Groves
Chief Executive Officer
White Nile PLC
18 Park Street
London

RE: INVOICE FOR SERVICES

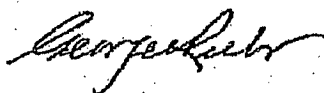
This invoice covers the fees for services rendered to White Nile to date. It does not include any accommodation and transport costs, which may have been covered by the company.

Total fees due are 50,000 Pound Sterling. You can wire the funds to my bank account as follows, to the benefit of:

Beneficiary: George Rubagumya
Bank name: PNC Bank
Address: 353, Maple Ave East
Vienna VA 22180

Swift code: PNCCUS33
Account number: 5301122899
Routing number: 054000030

Best regards,

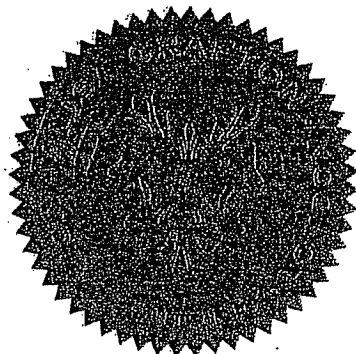


George Rubagumya
Presidnet

EXHIBIT E

This is the exhibit marked E
referred to in the Affidavit of PHILIP
MAURICE ENOCH
sworn before me this 28th day of AUGUST
2009

Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 03 March 2008 14:45
To: Philip Enoch
Subject: Re: Fees Payment

Hello Phil,
I am back in Washington today and I just received this note from you. My agreement with Andrew, which was in the context of my demand to sell the shares I hold and it drifted to the previous fee note I had submitted as a way of lack of response from him and you, never discussed anything in dollars. When we got around to discussing the amount you should send to me, we talked in Pounds and not Dollars. So, please use the invoice I sent you and I trust that Andrew will promptly approve this for you.

Regards,

George

----- Original Message -----

From: Philip Enoch <PEnoch@salans.com>
To: GR <george.rubagumya@yahoo.com>
Sent: Monday, March 3, 2008 7:16:25 AM
Subject: RE: Fees Payment

George

I spoke to Andrew about this at the end of last week as he had been away for a couple of weeks before then. Andrew told me that he agreed with you that White Nile would pay you a fee of US\$50,000 and I have just noticed that your invoice is for £50,000 sterling. Can you please send me an amended invoice for US\$50,000 and I can then arrange payment.

Regards, Philip

From: GR [mailto:george.rubagumya@yahoo.com]
Sent: 14 February 2008 21:39
To: Philip Enoch; asgroves@yahoo.com
Subject: Fees Payment

hello Andrew,
Welcome back to civilization. I have sent my fee note to Phil to take care of in context of our discussions of today. Phil, before you execute, please let me know and I shall tell you how to do it exactly. I am set to travel on Friday evening and I want to leave this issue on course

Regards,

George



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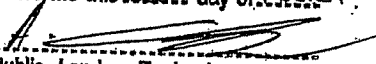


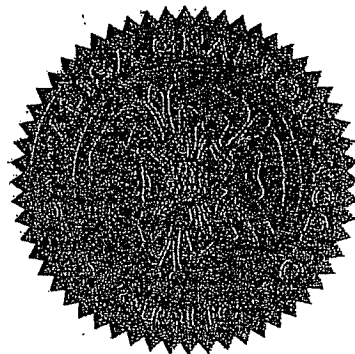
Please consider the environment before printing this email.

09/10/2008

EXHIBIT F

This is the exhibit marked F
referred to in the Affidavit of Philip
Marice Evott
sworn before me this 28th day of August
2007.


Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]

Sent: 10-March-2008 17:40

To: Philip Enoch

Subject: My Request

Hello Phil,

I take it that we could not handle this the easy way, so we are back to square one. So, please execute my request as set out in my letter of December 24th, 2007 without any further delays.

George

09/10/2008

SENT BY FED EXPRESS COURIER

George Rubagumya
8008 Rachelle Place
Vienna, VA 22182

March 10, 2008

Mr. Philip Enoch
SALANS
Millennium Bridge House
2 Lambeth Hill, London EC4V 4AJ

Dear Mr. Enoch,

RE: INSTRUCTION TO SALE MY WHITE NILE SHARES

This letter constitutes my last attempt to secure your cooperation in selling my shares, as the trustee of my shares in White Nile, before I have to resort to legal action. When you assumed the trusteeship of my shares in White Nile in November of 2006, your clear instructions to me were that while you remained in that capacity, I could request you to sell shares on my behalf in writing and the request would be executed promptly.

I made such a request by way of a letter which was sent to you by registered mail dated December 24, 2007, a copy of which is attached hereto. As of this date, no action has been taken by you despite my repeated requests, which has subjected me to sever losses.

I am, therefore, requesting that you immediately sale my 2,000,000 ordinary shares in White Nile, completing the transaction not later than the end of March, 2008. Once this is done, you shall advise me and I shall inform you where to deposit the funds on my behalf.

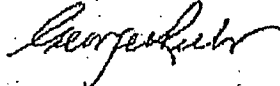
If for any reason you are not interested in continuing to serve in this capacity, then make the necessary arrangements to transfer the shares into

my own name IMMEDIATELY and I shall assume the management of those shares on my own.

From today, any further losses that I may incur as a result of your continued refusal to honor my request shall entitle me to seek redress against Salans, yourself and Ely Place Nominees Ltd in appropriate venues.

I look forward to hearing from you at the earliest opportunity on the way forward in this matter. I have enclosed copies of the letters to the Managing Director of Ely Place Nominees and to the Managing partner of Salans in the Fed Ex envelope I have sent to you, and request that you kindly forward said letters to them as well.

Sincerely,



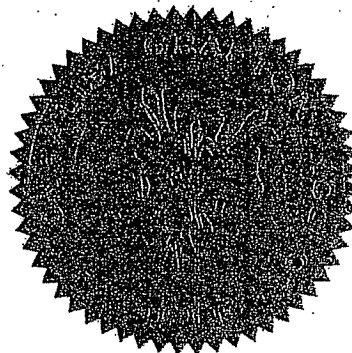
George Rubagumya

Cc: Managing Director, Ely Place Nominees Ltd
Managing partner, Salans London

EXHIBIT G

This is the exhibit marked G
referred to in the Affidavit of Philip
Maurice Enoch
sworn before me this 28th day of August
2009.

Notary Public, London, England



Mr George Rubagumya
8008 Rachelle Place
Vienna VA 22182

Our Ref : PME
Your Ref :
Date : 17 March 2008

E-Mail : penoch@salans.com

Dear Mr Rubagumya

White Nile Shares

Thank you for your letter of 10th March.

It is regrettable that discussions between Andrew Groves and yourself have not resolved any outstanding issues satisfactorily.

As you will appreciate we have been acting for White Nile Limited and not yourself. We are not in a position to sell the shares on your behalf or instruct brokers to sell them. All we can do is to transfer the shares to you and for that purpose I am enclosing a Stock Transfer Form. You will need to complete the transferee and deal with the stamping and then submit it to the Registrars whose details are as follows:-

Capita Registrars
The Registry
34 Beckenham Road
Beckenham
Kent BR3 4TU

Please let me know when you have forwarded the Transfer Form to them and I will ensure that they have the necessary certificates to effect registration.

Once the shares have been registered in your name you will be free to sell them through your own brokers.

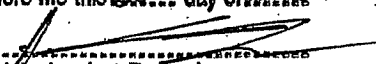
Yours sincerely

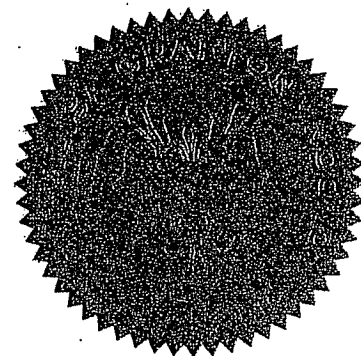
PHILIP ENOCH

London 312284.2

EXHIBIT H

This is the exhibit marked H
referred to in the Affidavit of PHILIP
MAURICE ENOCH
sworn before me this 28th day of August
2009


Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]

Sent: 01 April 2008 15:41

To: Philip Enoch

Subject: Status

Hello Phil,

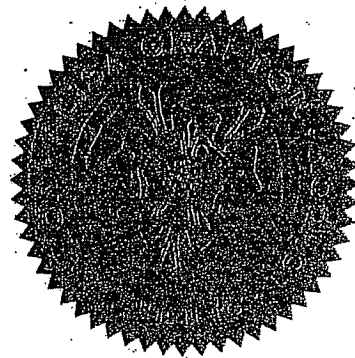
I am really disappointed that my efforts to find a way to work this matter has fallen to deaf ears. So, I am coming to London on Friday to meet with a solicitor I have engaged to take legal action on this matter. You have my contacts if you wish to do so.

George

09/10/2008

EXHIBIT I

This is the exhibit marked I
referred to in the Affidavit of Philip
Mavrick Enoch
sworn before me this 28th day of August
2009
Notary Public, London, England



Page 1 of 1

Philip Enoch

From: Philip Enoch
Sent: 01 April 2008 16:08
To: GR
Subject: RE: Status

Dear George

I have just returned to the office today from holiday. I am surprised to see your email in the light of my letter to you of 17 March in response to your letter of 10 March.

I had thought that my letter of 17 March resolved everything satisfactorily.

Regards, Philip

From: GR [mailto:george.rubagumya@yahoo.com]
Sent: 01 April 2008 15:41
To: Philip Enoch
Subject: Status

Hello Phil,

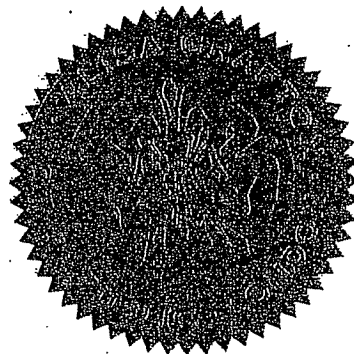
I am really disappointed that my efforts to find a way to work this matter has fallen to deaf ears. So, I am coming to London on Friday to meet with a solicitor I have engaged to take legal action on this matter. You have my contacts if you wish to do so.

George

24/09/2008

EXHIBIT J

This is the exhibit marked J
referred to in the Affidavit of Philip
MAURICE ENOCH
sworn before me this 28th day of August
2009.
Notary Public, London, England



Page 1 of 1

Philip Enoch

From: Terri Maggs [terri@camec-plc.com]
Sent: 11 April 2008 16:24
To: george.rubagumya@yahoo.com
Cc: Philip Enoch; Anelle De Wet
Subject: Confirmation of Payment - George W. Rubagumya
Attachments: GEORGE W RUBAGUMYA 11 APRIL 2008.pdf

Hi George

Please find attached confirmation of payment from White Nile as per Philip Enoch Instructions.

Have a great weekend.

Regards,
Terri Maggs
Accounts Assistant



Central African Mining & Exploration Company Plc
18 Park Street, Mayfair, London, W1K 2HQ
Tel: +44 (0)845 108 6060
+44 (0)203 205 1400
Dir: +44 (0)203 205 1465
Fax: +44 (0)845 108 0805
+44 (0)203 205 1414

24/09/2008

Mr George Rubagumya
8008 Rachelle Place
Vienna VA 22182

Our Ref : PME/02108238-8
Your Ref :
Date : 11 April 2008

E-Mail : penoch@salans.com

Dear Mr Rubagumya

White Nile shares

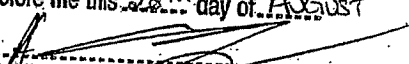
I refer to my letter of 28th November 2006 and our recent exchange of letters and emails.

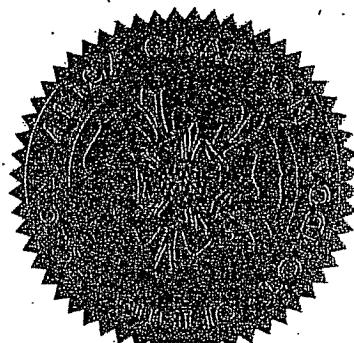
Following your discussions with Andrew Groves and the payment of £50,000 to you at your request I confirm that it has been agreed that you will work with the directors Phil Edmonds and Andrew Groves to endeavour to obtain clarity of title in Southern Sudan and that the 2 million ordinary shares we are holding for you will remain subject to a lock in until clarity of title is obtained or Mr Edmonds and Mr Groves agree that both you and they will be entitled to sell shares in White Nile.

Yours sincerely

PHILIP ENOCH

EXHIBIT K

This is the exhibit marked K
referred to in the Affidavit of PHILIP
MURPHY ENOCH
sworn before me this 28th day of AUGUST
2009

Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 09 April 2008 19:10
To: Philip Enoch
Subject: Way Forward

Hello Phil,

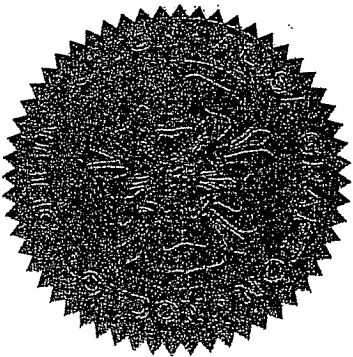
It is time we settled this issue NOW before it blows out in the face of people who do not need bad publicity. As you can tell, I have exercised restraint, including sending letters for your Managing Partner to you rather than straight to him. I have previously accepted from Andrew the 50,000Pounds as way to give us space to get the business turned around before I sell my shares. But, if he is not even ready to do that little act, then I do not see why I should not exercise my legal rights. The only restraint I accepted in the disposal of the shares is what is set out in the letter you sent to me, no more no less. Unfortunately, this puts you and your organizations in the line of fire, here and over there. So, as you promised yesterday, I am looking to you to sort this out now. It is a month tomorrow since I sent the letter, and Monday next week will be a month since you received it and have not responded. If we do not reach acceptable solution, the next formal communication to you on this matter shall be issued by the Clerk of the Federal Southern District Court of New York, to you and Salans New York and London; then it will be too late to put the ginny back into the bottle.

George

09/10/2008

EXHIBIT L

This is the exhibit marked 1
referred to in the Affidavit of Philip
Maurice Smith
sworn before me this 28th day of August
2009
Notary Public, London, ~~England~~



Page 1 of 2

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 11 April 2008 14:41
To: Philip Enoch
Subject: Re: Way Forward

Hello Phil,
Here is my bank coordinates, once you have sent the funds, let me know and give me the transaction code so that I can track its movement:

Bank name: PNC Bank
Address: 353, Maple Ave East
Vienna VA 22180
swift code: PNCCUS33
Account: 5301122899
routing number: 054000030
tel: 703-319-2640
Officer: Lynn Lai

George

----- Original Message -----

From: Philip Enoch <PEnoch@salans.com>
To: GR <george.rubagumya@yahoo.com>
Sent: Thursday, April 10, 2008 12:32:14 PM
Subject: RE: Way Forward

George

I promised to come back to you today; I am over at Camec at the moment and will therefore have to send you a longer email tomorrow but basically Andrew and Phil have agreed to pay the £50,000 (as opposed to US\$50,000).

Please advise of the account to which this should be sent. I will be in touch again tomorrow.

Regards
Philip

From: GR [mailto:george.rubagumya@yahoo.com]
Sent: 09 April 2008 19:10
To: Philip Enoch
Subject: Way Forward

Hello Phil,
It is time we settled this issue NOW before it blows out in the face of people who do not need bad publicity. As you can tell, I have exercised restraint, including sending letters for your Managing Partner to you rather than straight to him. I have previously accepted from Andrew the 50,000 Pounds as way to give us space to get the business turned around before I sell my shares. But, if he is not even ready to do that little act, then I do not see why I should not exercise my legal rights. The only restraint I accepted in the disposal of the shares is what is set out in the letter you sent to me, no more no less. Unfortunately, this puts you and your organizations in the line of fire,

09/10/2008

Page 2 of 2

here and over there. So, as you promised yesterday, I am looking to you to sort this out now. It is a month tomorrow since I sent the letter, and Monday next week will be a month since you received it and have not responded. If we do not reach acceptable solution, the next formal communication to you on this matter shall be issued by the Clerk of the Federal Southern District Court of New York, to you and Salans New York and London; then it will be too late to put the ginny back into the bottle.
George

 **SALANS**
www.salans.com

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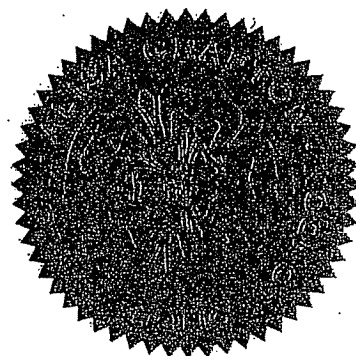
 Please consider the environment before printing this email.

09/10/2008

EXHIBIT M

This is the exhibit marked M
referred to in the Affidavit of PHILIP
M. PRICE ENOCH
sworn before me this 28th day of AUGUST
2009


Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 27 May 2008 21:13
To: Philip Enoch
Subject: White Nile
Attachments: Salans May 27, 2008.pdf; Enoch 3.10.pdf

Dear Mr. Enoch,

Please take urgent action on this matter. I have no clue of what has become of this company and do not wish to loose much more on it. I cannot support what I am not privy to as a shareholder. If you know a friend who wants these shares, give them to him at 20P and let me have my proceeds, assuming CAMEC does not want them. This time, it is final and only the long absence, and NOTHING else, delayed this action, all to my extreme loss, I fear.

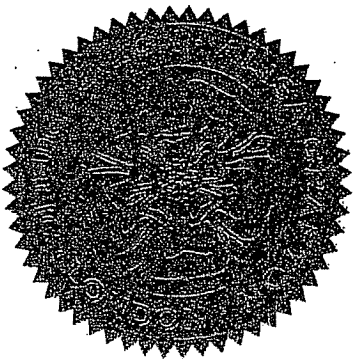
Regards,
GeorgeRubagumya

09/10/2008

EXHIBIT N

This is the exhibit marked **N**
referred to in the Affidavit of **PAUL P.**
MAURICE sworn before me this **28th** day of **August**,
2008.

Notary Public, London, England



George W. Rubagumya
8008 Rachelle Place
Vienna, VA 22182 USA
George.rubagumya@yahoo.com

May 27, 2008

Mr. Phillip Enoch
SALANS
Millennium Bridge House
2 Lambeth Hill, London EC4V 4AJ

Dear Mr. Enoch,

**RE : FOLLOW-UP INSTRUCTION TO SALE
MY SHARES IN WHITE NILE LTD**

I have just returned home from a long assignment that has kept me away for much of the last two months and had made it difficult for me to communicate with you regarding my instructions to you to dispose of my shares in White Nile, as set forth in my letter to you of March 10, 2008, a copy of which is attached hereto for easy reference.

As you will recall, my first request to sell some of my shares were communicated to you in the last week of December, 2007. At that time, White Nile's shares were trading above 60pence per share. As I write to day, those shares are trading below 30pence, a loss to me of more than 50%.

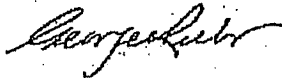
In my letter of March 10, 2007, I requested that you sell all the shares held by Ely Place Nominees Ltd on my behalf; and in the alternative, to transfer the shares into my name so that I can manage them on my own behalf. That request has not been complied with, to my extreme loss.

As of this date, more than a year and half since Ely Place became my Trustee, I have never received any communication from you or Ely Place about the status of my shares so that I can take appropriate steps to protect my interests.

I am therefore, for the fourth time, instructing you to dispose of all my shares in White Nile Ltd and transfer the proceeds to me forthwith. To make matters easier to you, Ely Place and even White Nile, I am prepared to sell these shares at 20pence per share to Ely

Place and White Nile. If they choose not to take me up on this offer, then please sell them through the open market.

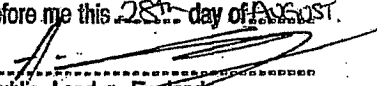
Best regards,

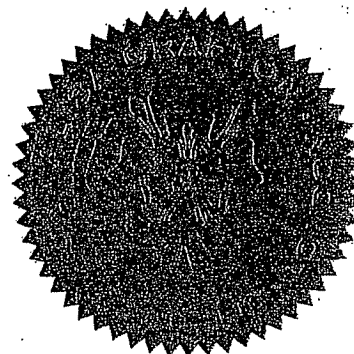
A handwritten signature in cursive script, appearing to read "George Rubagumya".

George Rubagumya

EXHIBIT O

This is the exhibit marked O
referred to in the Affidavit of PHILIP
MAURICE SMOCH
sworn before me this 28th day of AUGUST,
2009.


Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]

Sent: 24 September 2008 15:02

To: Philip Enoch

Subject: Notice of Intention of Serving Salans NY Office

Dear Phil,

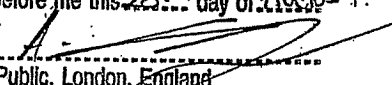
On purely professional courtsey, I am hereby notifying you that I have authorised legal counsel to serve Salans NY with suit for failure to act as requested to you and your firm. From today forward, all communications between us will have to go my counsel on this matter.

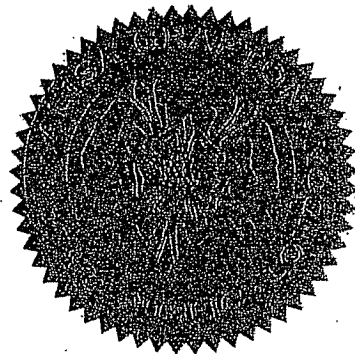
George Rubagumya

09/10/2008

EXHIBIT P

This is the exhibit marked P
referred to in the Affidavit of PHILIP
MURICE EPOCH
sworn before me this 28 day of AUGUST
2009.


Notary Public, London, England



Page 1 of 1

Philip Enoch

From: Philip Enoch
Sent: 24 September 2008 16:47
To: GR
Subject: RE: Notice of Intention of Serving Salans NY Office

George

I am totally baffled.

Please let me know what requests you have made to me which you say I have failed to act upon because I am not aware of any.

As far as I was aware everything was settled in April 2008 when you were paid a fee of £50,

Regards
Philip


From: GR [mailto:george.rubagumya@yahoo.com]
Sent: 24 September 2008 15:02
To: Philip Enoch
Subject: Notice of Intention of Serving Salans NY Office

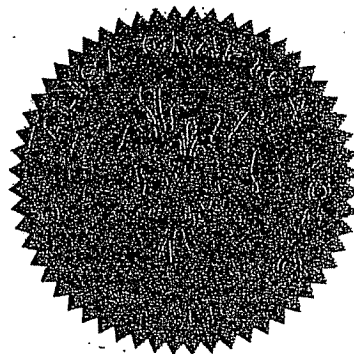
Dear Phil,
On purely professional courtesy, I am hereby notifying you that I have authorised legal counsel to serve Salans NY with suit for failure to act as requested to you and your firm. From today forward, all communications between us will have to go my counsel on this matter.
George Rubagumya

25/09/2008

EXHIBIT Q

This is the exhibit marked Q
referred to in the Affidavit of PHILIP
MAURICE COUCH
sworn before me this 28th day of AUGUST
2009.


Notary Public, London, England



From: GREEN LAW PC

860 876 2250

09/29/2008 17:54

#1033 P.001/011

Greene Law, PC

160 FARMINGTON AVE.
FARMINGTON, CT 06032
OFFICE: (860) 676-1336
FAX: (860) 676-2250

GARY J. GREENE
GGREENE@GGREENELAW.COM

OF COUNSEL
MICHAEL D. REINER
DAVID L. GUSSAK

September 29, 2008

Mr. Philip Enoch
SALANS
Millennium Bridge House
2 Lambeth Hill, London EC4V 4AJ

Re: George W. Rubagumya's Shares in White Nile Limited

Gentlemen,

This office has been retained by Mr. George Rubagumya regarding his claims arising from ownership of 2 million shares of White Nile Limited.

From documents and correspondence made available to us we have established:

- a. That by letter of 11/28/06, Philip Enoch of SALANS advised our client that,
 - I. 2 million share of White Nile Limited were being held for the benefit of Mr. Rubagumya by Ely Place Nominees Limited;
 - II. That said shares were subject to a lock in which expired as of 12/31/07; and
 - III. That the existence of the lock in precluded our client from executing any trade or sale of the shares until after the expiration of the lock in subsequent to 12/31/07. (Letter of 11/28/06 Enoch to Rubagumya is annexed hereto as Exhibit A).
- b. On 12/24/07 our client directed a certified mail letter, which was also transmitted by Federal Express, to Philip Enoch of SALANS instructing that appropriate action be initiated forthwith to effect a sale of the 2 million ordinary shares of White Nile Limited on the first trading date of calendar of 2008. (Attached is letter of 12/24/07 Rubagumya to Philip Enoch, together with Federal Express receipt as Exhibit B).

From: GREEN LAW PC

860 676 2250

09/29/2008 17:54

#033 P.002/011

Greene Law, PC

160 FARMINGTON AVE.
FARMINGTON, CT 06032
OFFICE: (860) 676-1336
FAX: (860) 676-2250

GARY J. GREENE
GGREENE@GGREENELAW.COM

OF COUNSEL
MICHAEL D. REINER
DAVID L. GUSAK

Page 2

- c. On 3/10/08 Mr. Rubagumya again directed correspondence by courier to the attention of Philip Enoch directing that Mr. Enoch, either execute an immediate sale of the shares of White Nile Limited or direct the nominee to transfer the physical custody of the shares directly to Mr. Rubagumya. Philip Enoch was further advised by this communication that any loss incurred by Mr. Rubagumya as a result of the failure of Philip Enoch and SALANS to promptly execute these directives would be the subject of further action and claim. (Letter of 3/10/08 Rubagumya to Enoch and SALANS is attached as Exhibit C).
- d. On 5/27/08 our client directed follow up correspondence to Philip Enoch and SALANS reiterating and restating the positions taken in prior communication and reaffirming his ongoing desire to liquidate the shares of White Nile Limited. (Letter of 5/27/08 Rubagumya to Enoch is attached as Exhibit D).

To the date of this communication neither Philip Enoch, SALANS nor its nominee Ely Place Nominees Limited have acknowledged the communications of our client nor have any of the above parties discharged their fiduciary duties by executing the clear and unequivocal orders and directives forwarded to them. Such conduct constitutes a flagrant dereliction of said fiduciary relationship.

As a consequence of such dereliction of duty by Mr. Philip Enoch, SALANS and their Nominee our client has suffered serious and significant monetary loss as a result of the erosion in value of the shares of White Nile Limited between the first stock trading day 2008, when the directive to execute a sale on behalf of our client was to take effect, and the date of this communication when the latest trading data regarding the valuation of White Nile Limited shares clearly illustrates a precipitous drop in value.

Please be advised that unless our client is made whole forthwith for all of the direct and consequential damages caused to him by the actions of Philip Enoch, SALANS and its Nominee that it is our clients intent to initiate all appropriate actions against all responsible parties in order that he may be made whole.

From: GREEN LAW PC

860 676 2250

09/29/2008 17:54

11033 P.003/011

Greene Law, PC

160 FARMINGTON AVE.
FARMINGTON, CT 06032
OFFICE: (860) 676-1336
FAX: (860) 676-2250

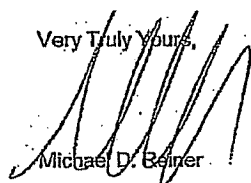
GARY J. GREENE
GGREENE@GGREENELAW.COM

OF COUNSEL
MICHAEL D. REINER
DAVID L. GUSSAK

Page 3

Should you wish to respond to the undersigned with a view towards the amicable adjustment of this matter we shall hold further action in abeyance for a period of ten (10) days. If at the expiration of said time we have not received adequate and appropriate response from you or your representatives we shall construe such action as further evidence of your culpability and shall proceed accordingly.

Very Truly Yours,



Michael D. Reiner

MDR/imk

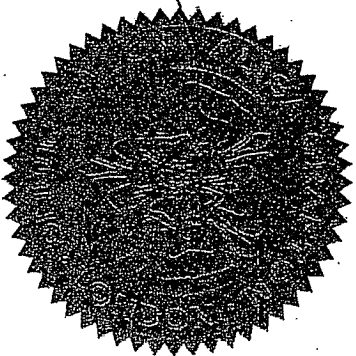
Enc.

Cc: Robert Smith
Managing Partner
SALANS
Rockefeller Center
620 Fifth Avenue
New York, NY 10020-2457
Fax No.: 212-632-5555

EXHIBIT R

This is the exhibit marked R
referred to in the Affidavit of Paul P.
Murphy sworn before me this 28th day of August,
2004.

Notary Public, London, England



Page 1 of 2

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 03 December 2007 17:43
To: Philip Enoch
Subject: Re: Southern Sudan Exploration & Production Company Ltd

Dear Phil,
I got back to Washington last night from South Sudan, South Africa and back home. While in South Africa, I learned about the news of the death of Andrew Groves' mom; but the source was not sure and so, I elected to contact you to verify this sad news. I left a message on your cell on Friday to that effect, as well as checking on the status of my fee note and promising that I would call to update you on Juba, which I shall do tomorrow if you will be in the office. Give me a good hour in the afternoon when I can call you; we have work to do.
I have sent a message to Andrew, but please pass onto him our condolences.
Regards,
George

----- Original Message -----

From: Philip Enoch <penoch@salans.com>
To: george.rubagumya@yahoo.com
Sent: Monday, December 3, 2007 11:20:46 AM
Subject: Re: Southern Sudan Exploration & Production Company Ltd

George

An update from you following your email of 16 November would be very welcome.

I received a voicemail message on my mobile on Friday; unfortunately it was a bad line and I think that you were the caller although I am not entirely sure.

One of the questions the caller asked was whether it was correct that Andrew's mother had passed away; I am afraid that it is and for that reason Andrew is presently out of touch.

Regards
Philip Enoch

>>> GR <george.rubagumya@yahoo.com> 16/11/2007 7:25 pm >>>
Thanks Phil,

I shall deliver a good copy of the same into the good hands of our friends. Sorry I missed you and Andrew's conference call; I remain convinced that we must do better and differently to rescue this project. The combined 32.5% of stake in Block B spoken for by GoSS through White Nile and Nile Pet is enough to enable it to go to work seriously without waiting for the French to screw things up. Let me see what I can do when I am there, where "the eagles dare".
Per Andrew's instructions I am forwarding the attached note for your kind attention and action.
Best regards,
George

----- Original Message -----

From: Philip Enoch <penoch@salans.com>
To: george.rubagumya@yahoo.com
Sent: Friday, November 16, 2007 6:54:40 AM
Subject: Southern Sudan Exploration & Production Company Ltd

Dear George

I am attaching for your information a copy of the Certificate of Incorporation of SOSEP which has been formed in the British Virgin Islands.

Regards
Philip Enoch

PHILIP ENOCH
Corporate Department
Salans
Millennium Bridge House
2 Lambeth Hill
London EC4V 4AJ

Telephone: +44 (0) 20 7429 6000
Fax: +44 (0) 20 7429 6001
Direct Telephone: +44 (0) 20 7429 6129
Direct Fax: +44 (0) 20 7429 6429
Email: penoch@salans.com

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09/10/2008

Page 2 of 2

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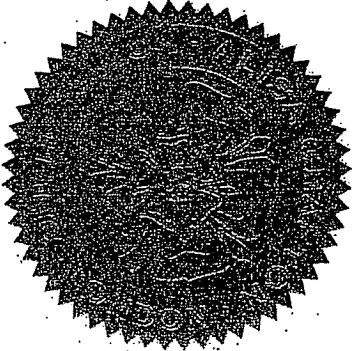
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09/10/2008

EXHIBIT S

This is the exhibit markedS
referred to in the Affidavit of Philip
.....MAYORCE.....
sworn before me this 28th day of August
2009.

Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 15 November 2007 00:50
To: Philip Enoch; andrew.groves@camec-plc.com; phil.edmonds@camec-plc.com
Subject: Missed Conference Call of Nove 14th
Attachments: @

This message has been archived.

Gentlemen,

I got to my office this afternoon around 3.30PM our time and found your message about the missed conf. call, for which I apologize. I shall be in the office much of tomorrow and if you advise early a good time for the call, it would be great. On Friday, I shall be out of the office attending a two day conference on Southern Sudan here in DC; then I depart on Sunday for Juba.

I spent the day with the Minister of Economy and Investments of Libya who is here to upgrade economic relationships. I do not recall if I told you this before, but our firm, AECOM is now the engineering/program manager for the \$40 Billion Infrastructure Program. So, I had to see to it that progress is made on all fronts. I look forward to hearing from you early in the morning with a proposed call time.

Regards,
George

Attachments:

[AECOM Libya.pdf](#)

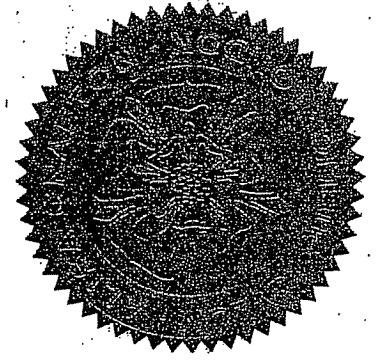
(18 KB)

09/10/2008

EXHIBIT T

This is the exhibit marked T
referred to in the Affidavit of PAUL J. J.
MAYRICK sworn before me this 28th day of AUGUST
20 09.


Notary Public, London, England



Page 1 of 1

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 24 September 2007 19:26
To: Philip Enoch; asgroves@yahoo.com; phil.edmonds@camec-plc.com
Subject: Fwd: Action Plan

This message has been archived.

Gentlemen,

I have forwarded to the VP the comments set forth below and called him to alert him to the email so that he can read it this evening and integrate the points into his presentation. I also alerted him to another email that Andrew sent to him, which he had not seen and suggested that he reads it before tomorrow's meeting.

Andrew, please send a copy of the email to me for my info.
Regards,
George

GR <george.rubagumya@yahoo.com> wrote:

Date: Mon, 24 Sep 2007 10:46:28 -0700 (PDT)
From: GR <george.rubagumya@yahoo.com>
Subject: Action Plan
To: Riek Marchar Teny <riekmacharteny@yahoo.com>

Your Excellency,

Glad you are safely back home. As you prepare to make your presentation tomorrow to the Govt of Southern Sudan, I just wanted to highlight the following key issues, and I know as we say in Texas that I am "singing to the choir", meaning that I am sure you are ready without much help from my end:

A. The new name of the exploration and production company: The best choice would be a neutral name because the new entity has petroleum business outside Southern Sudan in Ethiopia, Kenya, soon in Nigeria and hopefully Angola. If we give H-Oil its concession with Sonangol, we surely can negotiate a reverse agreement for our own company in Angola. So, I strongly recommend "Nile Petroleum Exploration and Production Company PLC".

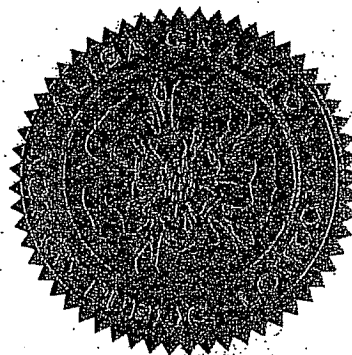
B. Revision of the 2004 Block "B" Contract: There are several critical issues in the agr

09/10/2008

EXHIBIT U

This is the exhibit marked U
referred to in the Affidavit of PHILIP
MAURICE GIBBY
sworn before me this 28th day of AUGUST
2009

Notary Public, London, England



Page 1 of 2

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
Sent: 22 November 2006 15:18
To: Philip Enoch
Cc: asgroves@yahoo.com
Subject: Re: White Nile

This message has been archived.

Hello Philip,

Thanks for the arrangements; they should be cooler than the one am enjoying in Juba. I have had some needed consultations here and have been given go ahead to move to the next step; our meeting, and beyond. See you soon.
George

Philip Enoch <penoch@salans.com> wrote:

George

I have spoken to Andrew and we would be delighted to meet you in London next Monday 27 November. The suggested time for our meeting on Monday is 3 p.m. as before then I have meetings set up with a White Nile/Camec investor who is coming from the USA.

Camec's office will be arranging a Hotel for you and will no doubt send you an email confirming where you will be staying.

Regards
Philip Enoch

PHILIP ENOCH
Corporate Department
Salans
Millennium Bridge House
2 Lambeth Hill
London EC4V 4AJ

Telephone: +44 (0) 20 7429 6000
Fax: +44 (0) 20 7429 6001
Direct Telephone: +44 (0) 20 7429 6129
Direct Fax: +44 (0) 20 7429 6429
Email: penoch@salans.com

>>> GR <george.rubagumya@yahoo.com> 19/11/2006 12:54 pm >>>

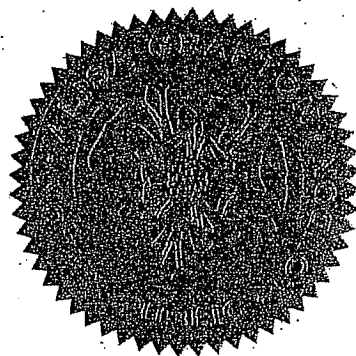
Per my discussion with Andrew in Jbrg, I am set to arrive in London on Monday morning, Nov. 27th and have reserved two days for strategy meeting and then be ready to leave to meet the other party on November 29th, 2007. Please confirm now that this is still good timing for Andrew, Phil Edmond and Phil Enoch so that I can maintain this schedule. If it is good, then please reserve a hotel room close to your office

09/10/2008

EXHIBIT V

This is the exhibit marked V
referred to in the Affidavit of Philip
Maurice Anocet
sworn before me this 28th day of August
2009.


Notary Public, London, England



Page 1 of 2

Philip Enoch

From: GR [george.rubagumya@yahoo.com]
 Sent: 04 December 2007 12:20
 To: Philip Enoch
 Subject: Re: Southern Sudan Exploration & Production Company Ltd

Philip
 I am not at the office today, you can reach me on my home number 1- 703-734-1765 in case you cannot reach me, my cell is 1-703-589-6309.
 George

----- Original Message -----
 From: Philip Enoch <penoch@salans.com>
 To: george.rubagumya@yahoo.com
 Sent: Tuesday, December 4, 2007 6:45:58 AM
 Subject: Re: Southern Sudan Exploration & Production Company Ltd

George

I will be out of the office this afternoon but suggest that you try to get me between 4 p.m. and 5 p.m. UK time on my mobile +44 7803 721688. Alternatively if you would like to give me your number I will telephone you at some point during the day.

Regards, Philip

>>> GR <george.rubagumya@yahoo.com> 03/12/2007 5:43 pm >>>

Dear Phil,
 I got back to Washington last night from South Sudan, South Africa and back home. While in South Africa, I learned about the news of the death of Andrew Groves' mom; but the source was not sure and so, I elected to contact you to verify this sad news. I left a message on your cell on Friday to that effect, as well as checking on the status of my fee note and promising that I would call to update you on John, which I shall do tomorrow if you will be in the office. Give me a good hour in the afternoon when I can call you; we have work to do.
 I have sent a message to Andrew, but please pass onto him our condolences.
 Regards,
 George

----- Original Message -----
 From: Philip Enoch <penoch@salans.com>
 To: george.rubagumya@yahoo.com
 Sent: Monday, December 3, 2007 11:20:46 AM
 Subject: Re: Southern Sudan Exploration & Production Company Ltd

George

An update from you following your email of 16 November would be very welcome.

I received a voicemail message on my mobile on Friday; unfortunately it was a bad line and I think that you were the caller although I am not entirely sure.

One of the questions the editor asked was whether it was correct that Andrew's mother had passed away; I am afraid that it is and for that reason Andrew is presently out of touch.

Regards
 Philip Enoch

>>> GR <george.rubagumya@yahoo.com> 16/11/2007 7:25 pm >>>
 Thanks Phil,

I shall deliver a good copy of the same into the good hands of our friends. Sorry I missed you and Andrew's conference call; I remain convinced that we must do better and differently to rescue this project. The combined 32.5% of stake in Block B spoken for by GoSS through White Nile and Nile Pet is enough to enable it to go to work seriously without waiting for the French to screw things up. Let me see what I can do when I am there, where "the eagles dare".
 Per Andrew's instructions I am forwarding the attached note for your kind attention and action.
 Best regards,
 George

----- Original Message -----
 From: Philip Enoch <penoch@salans.com>
 To: george.rubagumya@yahoo.com
 Sent: Friday, November 16, 2007 6:54:40 AM
 Subject: Southern Sudan Exploration & Production Company Ltd

Dear George

I am attaching for your information a copy of the Certificate of Incorporation of SOSEP which has been formed in the British Virgin Islands.

Regards
 Philip Enoch

PHILIP ENOCH
 Corporate Department
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 2 Lambeth Hill
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 Direct Telephone: +44 (0) 20 7429 6129
 Direct Fax: +44 (0) 20 7429 6429
 Email: penoch@salans.com

09/10/2008

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EXHIBIT 2



SALANS

Millennium Bridge House, 2 Lambeth Hill, London EC4V 4AJ

Tel +44 (0)20 7429 6000 Fax +44 (0)20 7429 6001 LDE 196 - London/Chancery Lane

www.salans.com

By courier

Mr George Rubagumya
Marriot Hotel Grosvenor Square
Room 526
Duke Street
London W1K 6JP

Our Ref : PME

Your Ref :

Date : 28 November 2006

E-Mail : penoch@salans.com

Dear George

White Nile Limited

As discussed earlier today I am writing to confirm that our nominee company, Ely Place Nominees Limited, is holding for you 2,000,000 ordinary shares in White Nile Limited. These shares are subject to a lock-in until 31 December 2007 which means that you cannot sell any shares until that date in the absence of a general offer for the company which is accepted by the holders of a majority of the shares in White Nile Limited.

Kind regards

Yours sincerely

PHILIP ENOCH

ALMATY BAKU BARCELONA BERLIN¹ BRATISLAVA BUCHAREST BUDAPEST ISTANBUL KYIV LONDON
MADRID MOSCOW NEW YORK PARIS PRAGUE SHANGHAI ST.PETERSBURG WARSAW

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Regulated by the Solicitors' Regulation Authority. A list of the names of the partners and their professional qualifications is open to inspection at the above office.
The partners are either registered foreign lawyers or solicitors.

EXHIBIT 3



Slip Copy, 2009 WL 1392603 (D.Conn.)
(Cite as: 2009 WL 1392603 (D.Conn.))

Only the Westlaw citation is currently available.

United States District Court,
D. Connecticut.
Alexandra GERENA and Constance Gerena,
Plaintiffs,
v.
Gregory KORB and Yale University, Defendants.
No. 3:08CV1340 (WWE).

May 15, 2009.

David Leonard Rabin, Mount Kisco, NY, for
Plaintiffs.

Kennisha Anlee Austin, Richard D. Emery, Emery,
Celli, Brinmckerhoff & Abady, LLP, New York,
NY, Rosemarie Paine, Jacobs, Grudberg, Belt, Dow
& Katz, P.C., New Haven, CT, Brock Thomas Du-
bin, Patrick M. Noonan, Donahue, Durham &
Noonan, P.C., Guilford, CT, for Defendants.

MEMORANDUM OF DECISION ON DEFEND- ANTS' MOTIONS TO DISMISS

WARREN W. EGINTON, Senior District Judge.

*1 This action stems from the assault and battery of plaintiff Alexandra Gerena by defendant Gregory Korb while they were both undergraduate students at Yale University. Plaintiff Alexandra Gerena alleges intentional tort claims of assault, battery and intentional infliction of emotional distress against Korb. Her mother, plaintiff Constance Gerena, makes a claim of bystander emotional distress and of loss of her daughter's consortium. Plaintiff Alexandra Gerena alleges that Yale University is liable based on negligent supervision, willful misconduct, reckless conduct, and plaintiff Constance Gerena claims that Yale University is liable to her on the basis of bystander emotional distress.

This case was transferred to this court from the Southern District of New York on September 5, 2008. While this case was pending in the Southern District of New York, defendants filed separate motions to dismiss on the basis of defective service of process, statutes of limitations, and failure to state a claim. After the case was transferred to the District of Connecticut, defendants renewed their motions to dismiss.

To date, plaintiffs' attorney has failed to file a motion for admission *pro hac vice* that complies with the District of Connecticut's Local Rules of Civil Procedure. Plaintiffs have not appeared *pro se*. Accordingly, no formal oppositions to the motions to dismiss have been filed. However, despite the lack of any *pro se* appearance, the Court has reviewed the declaration submitted by plaintiff Constance Gerena in opposition to the motions to dismiss.

For the following reasons, the motions to dismiss will be granted.

FACTUAL BACKGROUND

For purposes of ruling on these motions to dismiss, the Court assumes that all factual allegations made in the complaint are true.

In August 2005, plaintiff Alexandra and defendant Korb, both students at defendant Yale University, attended a social event known as "Camp Yale." Korb accompanied Alexandra to her dorm room, where he sexually and physically assaulted her.

In October 2006, Korb was arrested and charged with sexual assault and related felony charges. He pled "no contest" to two reduced misdemeanor offenses, assault and criminal restraint.

Plaintiffs filed the instant lawsuit in the Supreme Court of New York on April 24, 2007. On May 22,

Slip Copy, 2009 WL 1392603 (D.Conn.)
(Cite as: 2009 WL 1392603 (D.Conn.))

2007, Yale University filed its notice of removal of the action to the United States District Court for the Southern District of New York. However, plaintiffs did not serve Yale University with a federal summons until August 1, 2008. Defendant Korb was not served until October 1, 2008.

DISCUSSION

The function of a motion to dismiss is "merely to assess the legal feasibility of the complaint, not to assay the weight of the evidence which might be offered in support thereof." *Ryder Energy Distrib. v. Merrill Lynch Commodities, Inc.*, 748 F.2d 774, 779 (2d Cir.1984). When deciding a motion to dismiss, the Court must accept all well-pleaded allegations as true and draw all reasonable inferences in favor of the pleader. *Hishon v. King & Spalding*, 467 U.S. 69, 73 (1984). The complaint must contain the grounds upon which the claim rests through factual allegations sufficient "to raise a right to relief above the speculative level." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). A plaintiff is obliged to amplify a claim with some factual allegations in those contexts where such amplification is needed to render the claim plausible. *Iqbal v. Hasty*, 490 F.3d 143, 157 (2d Cir.2007), *cert. granted*, 128 S.Ct. 2931 (2008) (applying flexible "plausibility standard" to Rule 8 pleading).

Defective Service of Process

*2 As an initial matter, the Court agrees that service upon defendants was defective.

Once the defendant raises a challenge to the sufficiency of process, the plaintiff bears the burden of proving its adequacy. *See Mende v. Milestone Technology*, 269 F.Supp.2d 246, 251 (S.D.N.Y.2003). A Rule 12(b)(5) motion to dismiss must be granted if the plaintiff fails to serve a copy of the summons and complaint on a defendant pursuant to Rule 4 of the Federal Rules of Civil Procedures. *Rzayeva v.*

U.S., 492 F.Supp.2d 60, 74 (D.Conn.2007). Rule 4(m) provides that if service is not made upon a defendant within 120 days after the filing of the complaint, the court, upon motion "shall dismiss the action without prejudice as to that defendant." When a case is removed from state to federal court, the 120-day period for serving process runs from the date of removal rather than the filing of the complaint in state court. *Randolph v. Hendry*, 50 F.Supp.2d 572, 579 (S.D.W.Va.1999).

Since the action was removed to federal court on May 22, 2007, plaintiffs were required to perfect service by September 19, 2007.

Plaintiffs made an effort to serve Yale University on October 29, 2007. However, the summons served was untimely because plaintiff had not requested an extension of time to perform service. *See Zapata v. City of New York*, 502 F.3d 192, 197-199 (2d Cir.2007), *cert. denied*, 128 S.Ct. 1483 (2008). The summons was also defective on its face as a state court summons. *See, e.g., Dean Mktg., Inc. v. AOC Int'l (U.S.A.) Ltd.*, 610 F.Supp. 149, 152 (E.D.Mich.1985) (ineffective service where plaintiff mailed a state court summons). Subsequent service on Yale University on August 1, 2008 was also defective as untimely.

Similarly, plaintiffs' service on Korb on October 1, 2008 is also defective as untimely. Plaintiff Constance Gerena maintains that Korb evaded service by attending school in Germany and intentionally eluding service upon his return to the United States. However, there is no indication that plaintiffs sought an extension of time to perfect service or that Korb did evade service upon his return to the United States. Accordingly, the Court will grant the motions to dismiss based on defective service.

Statutes of Limitations

Defendants maintain that the relevant statutes of limitations bar plaintiffs' claims.

Slip Copy, 2009 WL 1392603 (D.Conn.)
(Cite as: 2009 WL 1392603 (D.Conn.))

In a diversity action, state law determines commencement of an action for purposes of the statute of limitations. *Converse v. General Motors Corp.*, 893 F.2d 513, 515-516 (2d Cir.1990). Under the choice of law rules, Connecticut law governs plaintiffs' claims in this case because it is the place where the injury occurred. *Weber v. U.S. Sterling Securities, Inc.*, 282 Conn. 722, 737 (2007) (under Connecticut choice of law rules, courts apply law of state in which plaintiff was injured, unless to do so would produce arbitrary or irrational result).

END OF DOCUMENT

Plaintiffs' claims against Yale University allege negligence, willful misconduct and recklessness and are subject to the two-year statute of limitations Connecticut General Statutes § 52-584. Plaintiffs' claims against Korb, which allege intentional conduct, are governed by the three-year statute of limitations of Connecticut General Statutes § 52-577.

*3 Pursuant to Connecticut state law, service of process is considered the commencement of an action for purposes of the statutes of limitations. *Raynor v. Hickock Realty Corp.*, 61 Conn.App. 234, 238 (2000). Defendant Yale University asserts that it should have been served by August 2007, and defendant Korb sets forth that he should have been served by at least August 31, 2008. As previously discussed, defendant Yale University was not served until August 1, 2008, and defendant Korb was not served until October 1, 2008. Accordingly, plaintiffs' claims are barred by the relevant statutes of limitations.

CONCLUSION

For the foregoing reasons, the motions to dismiss [docs. # 37, 39, 40, 42] are GRANTED. The clerk is instructed to close this case.

D.Conn.,2009.
Gerena v. Korb
Slip Copy, 2009 WL 1392603 (D.Conn.)

EXHIBIT 4

AO 440 (Rev. 01/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This summons for (name of individual and title, if any) SALANS LLP
 was received by me on (date) July 20, 2009.

☐ I personally served the summons on the individual at (place) _____
 on (date) _____; or

☐ I left the summons at the individual's residence or usual place of abode with (name) _____
 _____, a person of suitable age and discretion who resides there,
 on (date) _____, and mailed a copy to the individual's last known address; or

☒ I served the summons on (name of individual) Anthony Pabon, who is
 designated by law to accept service of process on behalf of (name of organization) SALANS LLP
 on (date) 7/21/09 at 4:10pm

☐ I returned the summons unexecuted because _____; or

☐ Other (specify): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: July 21, 2009

[Signature]
 Server's signature

SAMARA KANE-Process Server - 1300503
 Printed name and title

2050 21st Drive Brooklyn, NY 11214
 Server's address

Additional information regarding attempted service, etc: