

EXHIBIT 49

Defensa de la Amazonia – Aguinda Environmental Damages Award
Contingency Interests

Non-Recourse Investment Agreements

Funder I
Glenn Krevlin

Funder II
Cliff Eisler

These agreements are substantially the same

Parties

FDA

FDA

Alan Lenczner
Funder

Alan Lenczner
Funder

Document Name

Ecuador Judgment Investment
Agreement

Ecuador Judgment Investment
Agreement

Date

May 2, 2016

July 11, 2016

Language of Document

English & Spanish

English

Investment Amount

\$250,000

\$250,000

Percentage Interest

0.125000%

0.12500%

Recover / Proceeds Defined

Net recovery, including interest, fees
& penalties and 10% due to the FDA

Net recovery, including interest, fees
& penalties and the 10% due to the
FDA

Dilution

Responsibility for Environmental Remediation

Follow on Investment

up to \$250,000 additional in each
round at a 25% discount

up to \$250,000 additional in each
round at a 25% discount

Funder III WDIS Finance LLC (John van Merkensteijn)	Funder VI Wellbeck Partners (Josh)	Funder IV Indigenous People Limited (Ian Watson)	Funder V Fenwick (Roger Waters)
<i>These agreements are substantially the same</i>			
FDA (as holder of 10% award and beneficiary of the Trust) Trust & Board of the Trust Funder Alan Lenczner	FDA (as holder of 10% award and beneficiary of the Trust) Trust & Board of the Trust Funder Alan Lenczner	FDA (as holder of 10% award and beneficiary of the Trust) Trust & Board of the Trust Funder Alan Lenczner	FDA (as holder of 10% award and beneficiary of the Trust) Trust & Board of the Trust Funder
Ecuador Judgment Investment Agreement	Ecuador Judgment Investment Agreement	Ecuador Judgment Investment Agreement	Ecuador Judgment Investment Agreement
August 24, 2016	August 24, 2016	November 24, 2016	February 3, 2017
English	English & Spanish	English & Spanish	English & Spanish
\$300,000 minus up to \$15k for legal fees	\$200,000	\$250,000 minus up to \$12.5k for legal fees	\$152,000
0.16500%	0.11000%	0.13750%	0.07600%
Ecuador Judgment Gross Proceeds, including interest, fees & penalties and the 10% due to the FDA	Ecuador Judgment Gross Proceeds, including interest, fees & penalties and the 10% due to the FDA	Ecuador Judgment Gross Proceeds, including interest, fees & penalties and the 10% due to the FDA	Ecuador Judgment Gross Proceeds, including interest, fees & penalties and the 10% due to the FDA
No dilution	No dilution	No dilution	No dilution
No responsibility	No responsibility	No responsibility	No responsibility

Funder VII
CHV LLC
(Tony Abbiati & Client)

FDA (as beneficiary of the Trust)

Trust & Board of the Trust
US Representative
Funder

Ecuador Judgment Investment
Agreement

December 20, 2017

English & Spanish

\$500,000

0.25000%

Judgment Proceeds, including
interest, fees & penalties and the 10%
due to the FDA

No dilution without Funder's written
consent

Priority	<i>parri passu</i> with other 3rd party equity holders, prior to any distributions to the claimants Wording is redundant, awkward & confusing (unless I'm not understanding)	<i>parri passu</i> with other 3rd party equity holders, prior to any distributions to the claimants Wording is redundant, awkward & confusing (unless I'm not understanding)
FDA Obligations	10% award used to guarantee full payment to Funder	10% award used to guarantee full payment to Funder

all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties Wording is awkward & confusing (unless I'm not understanding)	all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties Wording is awkward & confusing (unless I'm not understanding)	all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties Wording is awkward & confusing (unless I'm not understanding)	all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties Wording is awkward & confusing (unless I'm not understanding)
10% award used to guarantee full payment to Funder	10% award used to guarantee full payment to Funder	10% award used to guarantee full payment to Funder	10% award used to guarantee full payment to Funder

all obligations under this Agreement will be satisfied prior to distributions to Ecuador Parties; pro-rata compensation in event of partial collection
Wording is awkward & confusing (unless I'm not understanding)
10% award used to guarantee full payment to Funder

Investment Paid To	Escrow Agent	Lenzner Slaght or Escrow Agent
	Escrow Agent	An independent law firm in Canada other than Lenzner Slaght; Funds to be paid to Lenzner Slaght as directed by Funder
Recovered Funds		Recovered funds to be paid to escrow agent
Use of Proceeds		To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment
Assignment		Agreement may be assigned to a family member or a trust for their benefit
Governing Law	Ontario	Ontario
Missing Signatures		None missing
	English Version	FDA
	Spanish Version	Funder
Document Name	Addendum	Letter Agreement
Date	May 20, 2016	January 3, 2017
Language of Document	English	English & Spanish

Escrow Agent	Escrow Agent	Escrow Agent	Investment to be paid in accordance with the instructions of the US Rep
Beard Winter LLP; to be paid to Lenczner Slaght on direction of US Rep, Funder & FDA	Lenczner Slaght; to be held until use (cross-reference in Section 8 of document appears to be incorrect)	Beard Winter LLP; to be paid to Lenczner Slaght on direction of US Rep, Funder & FDA	
Lenczner Slaght is the distribution escrow agent	Lenczner Slaght is the distribution escrow agent	Lenczner Slaght is the distribution escrow agent	Lenczner Slaght is the distribution escrow agent
To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment; Budget to be prepared and approved by US Rep & Funder, with US Rep having final authority	To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment; Budget to be prepared and approved by US Rep & Funder, with US Rep having final authority	To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment; Budget to be prepared and approved by US Rep & Funder, with US Rep having final authority	To fund litigation and other expenses dedicated to securing collection of Ecuador Judgment; Funder entitled to consult with US Rep as to how funds are spent, with US Rep having final authority pursuant to instructions of FDA
Agreement may be assigned to a family member or a trust for their benefit	Agreement may be assigned to a family member or a trust for their benefit	Agreement may be assigned to a family member or a trust for their benefit	
Ontario	Ontario	Ontario	Ontario
Funder missing on App 2; Alan Lenczner missing on Joint App 3 (but he has signed this Joint Appendix so it just needs to be slip sheeted)	Funder & Alan Lenczner	FDA & Trust missing on App 2	Funder (we have a version signed by the Funder, but it is not the same agreement as signed by the FDA & Trust)
Alan Lenczner missing on body of agreement	Funder & Alan Lenczner	Funder & Alan Lenczner missing on body of agreement	Funder
Letter Agreement			Addendum
November 10, 2016			December 17, 2017
English & Spanish			English

Funding Escrow Agent

Account to be created by the FDA and US Rep; distributions in accordance with instructions of the US Rep

Account to be created by the FDA and US Rep; distributions in accordance with instructions of the US Rep

To fund legal efforts to collect the Ecuador judgment and for other puposes such as defending retaliatory actions by Chevron, maintaining communication with affected community groups in Ecuador, media relations, public education and outreach to investment community

Ontario

None missing

Funder

Substance of Amendment	Agreement may be assigned to a family member or a trust for their benefit	Percentage interest increased by .0175% from .175% to .195% to compensate Funder for more favourable rates granted to more recent investors However, original % was .125% not .175%; and in any event .175% + .0175% = .1925% 19.25000%
Missing Signatures	English Spanish FDA	Alan Lenczner Alan Lenczner

Document Name	Segundo Addendum
Date	Julio 11, 2016
Language of Document	Spanish
Substance of Amendment	\$100,000 further investment for an additional .05000% (according to the subsequent Letter Agreement)
Missing Signatures	Alan Lenczner, Funder

Document Name	Letter Agreement
Date	January 2, 2018
Language of Document	English
Substance of Amendment	\$250,000 further investment for an additional .16675% (if 25% discount, it should be .16667%)

\$100,000 further investment, less \$5k
for legal fees, for an additional
.05500%

\$50k additional investment increased
by .025% to 0.101%

\$50k wired to SRD law

None
Funder, Alan Lenczner

FDA, Trust, SRD, Funder

Follow on Investment

right to invest up to \$500,000 in the next round at a 20% discount if that round raises \$1M from other investors; otherwise he has the right to invest only \$250,000 in the next round (no mention of discount % in this case). Right to invest at a discount expires on the earlier of 1/1/2020 and the failure to invest in the next round.
How is "round" defined?

Missing Signatures

all signatures missing
parties are different than under the original agreement; not necessarily a problem, but consider whether they should be the same

TOTAL INVESTMENT	\$600,000	\$250,000
TOTAL % INTEREST	0.34175%	0.19500%
		(math doesn't work on this %)

\$400,000	\$200,000	\$250,000	\$202,000
0.22000%	0.11000%	0.13750%	0.10100%

\$500,000
0.25000%

Defensa de la Amazonia – Aguinda Environmental Damages Award
Contingency Interests

Attorney Contingency Fee Agreements

	Lenzner Slaght LLP	Steven Donziger	Aaron Marr Page (Forum Nobis PLLC)
Parties	Individual Plaintiffs FDA & Assembly of Communities Affected by Texaco Trust Lenzner Slaght LLP	FDA Steven Donziger	FDA Trust Forum Nobis PLLC Alan Lenczner
Document Name	Retainer Agreement		Agreement for Compensation and Investment Professional Services
Date	March 1, 2012	November 11, 2017	November 11, 2017 (date on 1st page is Nov 2016, but signatures are dated Nov 11, 2017)
Language of Document	English	Spanish	English & Spanish
Services	Legal services to enforce the final judgment of the Ecuadorian Court		Prior and future legal services
Compensation	Hourly rates (at discounted rates), plus a bonus on favourable resolution. Bonus = 2 x (firm's normal rates - discounted rates charged)		
Percentage Interest		6.30000%	0.25000%

Agustin Salazar Cordova	Patricio Salazar Cordova	Eva Golinger	John Kingman Phillips (Phillips Gill LLP)	Peter Grant
		DRAFT #2 dated May 2017	Two versions of this	
FDA Agustin Salazar Cordova	FDA Patricio Salazar Cordova	FDA Trust	FDA Trust	
		Eva Golinger	Phillips Gill LLP Alan Lenzner	
		Agreement for Compensation and Investment Professional Services	Agreement for Compensation and Investment Professional Services	
			November xx, 2016	
Spanish	Spanish	English	English	
		Past and future services (political, communications, strategic services)	Prior and future legal advice and strategic consulting services	
0.25000%	0.25000%	0.12500%	Draft #1: the option to take .000208% of Recovery per hour of recorded time to a maximum of .125% (but doesn't say what the alternative is) Draft #2: \$250,000 payable <i>pari passu</i> with other interest holders (specify US\$ or Cdn\$)	

Recover / Proceeds Defined	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees
Dispute Settlement	Mediation (Canada), then Arbitration (Toronto, Canada)
Missing Signatures	English None missing Spanish Steven Donziger Aaron Marr Page Aaron Marr Page

FDA & Agustin Salazar Cordova	FDA & Patricio Salazar Cordova	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees
		Mediation (Canada), then Arbitration (Toronto, Canada)	Mediation (Canada), then Arbitration (Toronto, Canada)
		DRAFT - not yet executed	DRAFT - not yet executed

Document Name	Superseding Retainer Agreement
Date	November 1, 2016
Language of Document	English
Substance of Document	Continue to prosecute the action
Missing Signatures	English none missing Spanish

Defensa de la Amazonia – Aguinda Environmental Damages Award
Contingency Interests

Payments out of Steven Donziger's Share

	Funder I Glenn Krevlin
Parties	Glenn Krevlin and Stephen Donziger
Date	February 17, 2011
Document Name	Convertible Promissory Note (missing a copy; but this note has been replaced)
Language of Document	English
Loan Amount	\$250,000
Interest Rate	6.00%
Due Date	August 17, 2011
Percentage Interest	103% of .06420% of Net Recoveries
Net Recoveries	Net recovery, including interest, fees & penalties and 10% due to the FDA

Missing Signatures

English Version

Sherman

David Sherman III and
Stephen Donziger

February 17, 2011

Convertible Promissory Note

English

\$250,000

6.00%

August 17, 2011

103% of .06420% of Net Recoveries = Pro-Rata Portion
(Part about the Net Recoveries being less than the Pro-Rata Portion makes no sense because by definition it will always be larger (unless I'm not understanding)

Net recovery, including interest, fees & penalties and 10% due to the FDA

Steven Donziger

Date March xx, 2012

Document Name Replacement Promissory Note #1

Language of Document English

Substance of Document Half of promissory note (\$128,750) transferred by Glenn Krevlin to the The Glenn J Krevlin Irr Trust FBO Adam W Krevlin Trust

Percentage Interest 50% of 103% of .06420% of Net Recoveries = Payment Amount
(Part about the Net Recoveries being less than the Payment Amount makes no sense because by definition it will always be larger (unless I'm not understanding)

Governing Law New York

Missing Signatures None

Date March xx, 2012

Document Name Replacement Promissory Note #2

Language of Document English

Substance of Document Half of promissory note (\$128,750) transferred by Glenn Krevlin to the The Glenn J Krevlin Irr Trust FBO Sam A Krevlin Trust

Percentage Interest 50% of 103% of .06420% of Net Recoveries = Payment Amount
(Part about the Net Recoveries being less than the Payment Amount makes no sense because by definition it will always be larger (unless I'm not understanding)

Governing Law New York

Missing Signatures Signed by Trustee on behalf of the Glenn J Krevlin Irr Trust FBO Adam W Krevlin (should be FBO Sam A Krevlin)

Apparently \$125,000 was paid off, but we have no documentation of that

A Purrington Moody Weil LLP memo dated January 23, 2012 suggests that the note holders may want to convert their Pro-Rata Portion would then not flow through Steven where they could be seized by other creditors (e.g., a judgment against him). Ste

into a direct equity interest in the award. This might be advisable since the funds
even would need to assign part of his interest to the note holders.

Steven Donziger
Promissory Notes Payable to Krevlin and Sherman

Recovery of Note Holders - based on \$250,000 Loan

Advance	17-Feb-11	\$250,000.00
Interest Rate	6%	
Unpaid Amount on Due Date	11-Aug-11	\$257,500.00 A

Pro-Rata Amount =

(A ÷ \$250,000) * 0.000642 * Net Recoveries

<u>Accumulated Net Recoveries</u>	<u>Incremental Pro-Rata Portion</u>	<u>Accumulated Amount of Pro-Rata Portion</u>
\$20,000,000	\$13,225.20	\$13,225.20
\$25,000,000	\$3,306.30	\$16,531.50
\$30,000,000	\$3,306.30	\$19,837.80
\$35,000,000	\$3,306.30	\$23,144.10
\$40,000,000	\$3,306.30	\$26,450.40
\$45,000,000	\$3,306.30	\$29,756.70
\$50,000,000	\$3,306.30	\$33,063.00
\$55,000,000	\$3,306.30	\$36,369.30
\$60,000,000	\$3,306.30	\$39,675.60
\$65,000,000	\$3,306.30	\$42,981.90
\$70,000,000	\$3,306.30	\$46,288.20
\$75,000,000	\$3,306.30	\$49,594.50
\$80,000,000	\$3,306.30	\$52,900.80
\$85,000,000	\$3,306.30	\$56,207.10
\$90,000,000	\$3,306.30	\$59,513.40
\$95,000,000	\$3,306.30	\$62,819.70
\$100,000,000	\$3,306.30	\$66,126.00
\$200,000,000	\$66,126.00	\$132,252.00
\$300,000,000	\$66,126.00	\$198,378.00
\$400,000,000	\$66,126.00	\$264,504.00
\$500,000,000	\$66,126.00	\$330,630.00
\$600,000,000	\$66,126.00	\$396,756.00
\$700,000,000	\$66,126.00	\$462,882.00
\$800,000,000	\$66,126.00	\$529,008.00
\$900,000,000	\$66,126.00	\$595,134.00
\$1,000,000,000	\$66,126.00	\$661,260.00
\$1,100,000,000	\$66,126.00	\$727,386.00
\$1,200,000,000	\$66,126.00	\$793,512.00
\$1,300,000,000	\$66,126.00	\$859,638.00
\$1,400,000,000	\$66,126.00	\$925,764.00
\$1,500,000,000	\$66,126.00	\$991,890.00
\$1,600,000,000	\$66,126.00	\$1,058,016.00

\$1,700,000,000.00	\$66,126.00	\$1,124,142.00
\$1,800,000,000.00	\$66,126.00	\$1,190,268.00
\$1,900,000,000.00	\$66,126.00	\$1,256,394.00
\$2,000,000,000.00	\$66,126.00	\$1,322,520.00
\$3,000,000,000.00	\$661,260.00	\$1,983,780.00
\$4,000,000,000.00	\$661,260.00	\$2,645,040.00
\$5,000,000,000.00	\$661,260.00	\$3,306,300.00
\$6,000,000,000.00	\$661,260.00	\$3,967,560.00
\$7,000,000,000.00	\$661,260.00	\$4,628,820.00
\$8,000,000,000.00	\$661,260.00	\$5,290,080.00
\$9,000,000,000.00	\$661,260.00	\$5,951,340.00
\$10,000,000,000.00	\$661,260.00	\$6,612,600.00

Amounts shown in red differ from those shown on the Schedule to the
Purrington Moody Weil LLP memo dated January 23, 2012.

**Defensa de la Amazonia – Aguinda Environmental Damages Award
Contingency Interests**

Service Providers Contingency Fee Agreements

**Karen Hinton
(Hinton Communications)**

**(Josh Rizack)
The Rising Group Consulting**

Parties	FDA Trust Karen Hinton Lenczner Slaght Royce Smith Griffin LLP	FDA Trust The Rising Group Consulting Lenczner Slaght Royce Smith Griffin LLP
Document Name	Agreement for Compensation and Investment Professional Services	Agreement for Compensation and Investment Professional Services
Date	November 11, 2017	November 11, 2017 (date on 1st page is Nov 2016, but signatures are dated Nov 11, 2017)
Language of Document	English & Spanish	English & Spanish
Services	Prior and future media relations, public relations, strategic consulting services	Prior and future consulting and business services
Percentage Interest	0.125000%	0.250000%
Recover / Proceeds Defined	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees	Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees
Dispute Settlement	Mediation (Canada), then Arbitration (Toronto, Canada)	Mediation (Canada), then Arbitration (Toronto, Canada)
Missing Signatures	English Spanish Karen Hinton & Alan Lenczer Karen Hinton & Alan Lenczer	Josh Rizack & Alan Lenczer Josh Rizack & Alan Lenczer

Phil Fontaine Sullivan Bames Billiness

Phil Fontaine (ISHKONIGAN)

Several Drafts in Binder ... I think this one is the final (but not signed by all parties, so who knows???)

FDA Trust Phil Fontaine Lenczner Slaght Royce Smith Griffin LLP

Agreement for Compensation and Investment Professional Services

May xx, 2017

English & Spanish

Prior and future services

0.12500%

Recovery of environmental damages, 10% award to the FDA, post-judgment interest, additional award of fees

Mediation (Canada), then Arbitration (Toronto, Canada)

FDA & Steven Donziger FDA & Steven Donziger