

DATED 29 November 2001

CITIBANK, N.A.

AND

CITIBANK OVERSEAS INVESTMENT CORPORATION

AND

CITIBANK INVESTMENTS LIMITED

AND

NESSUS INVESTMENT CORPORATION

---

**DEED**

providing for the transfer and sale of new Sterling Ordinary shares  
of £1.00 each fully paid in the capital of Citibank International plc

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**THIS DEED** is made on the 29<sup>th</sup> day of November 2001

**BETWEEN:**

- (1) **CITIBANK, N.A.**, a wholly owned subsidiary of Citigroup Inc. through Citicorp (as defined below) and Citigroup Holdings Company (as defined below) ("CHC") and a company incorporated with limited liability in the United States of America under the laws of the City and State of New York on 14 June 1812 and reorganised as a national banking association formed under the laws of the United States of America on 17 July 1865 with Charter number 1461 and now having its principal office situate at 399 Park Avenue, New York, New York 10043, United States of America and having in Great Britain a branch office, situate at 336 Strand, London WC2R 1HB pursuant to the provisions of Schedule 21A of the Companies Act 1985 registered in England and Wales with number BR001018 ("CNA");
- (2) **CITIBANK OVERSEAS INVESTMENT CORPORATION**, a wholly owned subsidiary of Citigroup Inc. through CNA, Citicorp and CHC and a corporation organised and formed under the laws of the United States of America pursuant to Section 25(A) of the Federal Reserve Act of the United States of America and having its principal office situate at New Castle Corporate Commons, One Penn's Way, New Castle, Delaware 19720, United States of America ("COIC");
- (3) **CITIBANK INVESTMENTS LIMITED**, a wholly owned subsidiary of Citigroup Inc. through COIC, CNA, Citicorp and CHC and a company limited by shares incorporated in Great Britain under the Companies Acts 1948 to 1981 registered in England and Wales on 3 May 1985 with number 1911126 and having its registered office situate at 336 Strand, London WC2R 1HB ("CIL"); and
- (4) **NESSUS INVESTMENT CORPORATION**, a wholly owned subsidiary of Citigroup Inc. through COIC, CNA, Citicorp and CHC and a company incorporated with limited liability in the United States of America under the laws of the State of Delaware with number 07695-58 and having its principal office situate at New Castle Corporate Commons, One Penn's Way, New Castle, Delaware 19720, United State of America ("Nessus").

**WHEREAS:**

- (A) CIP (as defined below) has at the date hereof an authorised dual currency share capital of £1,772,535,211 divided into 1,622,535,211 Sterling Ordinary shares of £1 each and 600,000,000 Preferred Sterling Ordinary shares of 25 pence each and United States Dollars (which currency shall hereinafter be denoted as "US\$") 750,000,000 divided into 600,000,000 Dollar Ordinary shares of US\$1 each and 600,000,000 Preferred Dollar Ordinary shares of 25 US cents each of which 1,351,150,612 Sterling Ordinary shares of £1 each and 191,379,310 Preferred Sterling Ordinary shares of 25 pence each are, at the date hereof, issued and standing credited in the books of CIP as having been fully paid up. None of the Dollar denominated shares have been issued.

- (B) CIP has agreed to issue on the Issue Date (as defined below) Sterling Ordinary Shares of £1 each, credited in the books of CIP as fully paid up as to nominal amount (the "**CIP Shares**") to CNA under a Subscription Agreement made between (1) CIP, (2) CNA, (3) CIL and (4) Citicorporate Limited on 29 November 2001.
- (C) As of the Issue Date, CNA will be entitled to shares in CIP the value of such shares to be determined by the KPMG Valuation Report (as defined below) pursuant to sections 103 to 108 of the Companies Act 1985.
- (D) CNA has agreed to contribute or transfer the CIP Shares for a respective consideration to be determined after the date hereof by agreement between CNA and COIC to COIC upon the terms of this Deed (the "**Transfer**").
- (E) COIC has agreed to sell and CIL has agreed to purchase the CIP Shares upon the terms of this Deed (the "**Sale**").

**NOW THIS DEED HEREBY WITNESSES** as follows:

**1. DEFINITIONS**

- 1.1 In this Deed the following expressions shall in addition to the words and expressions defined above, and unless the context otherwise requires, have the meanings respectively set opposite them:

"Business Day" means a day (other than a Saturday) when banks are open for the transaction of normal banking business in London;

"CIP" means Citibank International plc, a company limited by shares incorporated in Great Britain under the Companies Acts 1948 to 1967 registered in England on 21 December 1972 with number 1088249 re-registered as a public limited company pursuant to the provisions of Section 43 of the Companies Act 1985 on 1 March 1993 and having its registered office situate at 336 Strand, London WC2R 1HB, United Kingdom and the entire issued share capital of which, at the date hereof, is in the beneficial ownership of CIL;

"Citicorp"

means Citicorp (formerly known as Citi Merger Sub Inc. which pursuant to the terms of a merger effected under the provisions of Section 251 of the General Corporation Law of the State of Delaware was renamed Citicorp effective 8 October 1998) a company incorporated with limited liability in the United States of America under the laws of the State of Delaware on 8 May 1998 having its principal office situate at 399 Park Avenue, New York, New York 10043, United States of America and the entire issued share capital or equivalent of which is in the beneficial ownership of Citigroup Holdings Company;

"Citigroup Holdings Company"

means Citigroup Holdings Company a company incorporated with limited liability in the United States of America under the laws of the State of Delaware on 28 June 1999 having its principal office situate at One Rodney Square, Wilmington, Delaware 19801, United States of America and the entire issued share capital or equivalent of which is in the beneficial ownership of Citigroup Inc.;

"CIL Shares"

means the aggregate of Ordinary Shares issued and allotted by CIL to COIC as consideration for the CIP Shares pursuant to, and in accordance with, Clause 3 hereof;

"Citigroup Inc."

means Citigroup Inc. a company incorporated with limited liability in the United States of America under the laws of the State of Delaware on 23 March 1988 (formerly known prior to 8 October 1998 as Travelers Group Inc) having its principal office now situate at 399 Park Avenue, New York, New York 10043, United States of America;

"Completion"

means, as appropriate in the circumstances, the completion of the Transfer and the completion of the Sale and "Completion Date" is the date on which Completion takes place;

"Issue Date"

means the date in the Subscription Agreement upon which the CIP Shares are to be issued to CNA;

"KPMG Valuation Report"	means the Valuation to be prepared and issued by KPMG Audit plc as of 30 November 2001 as referred to in the Subscription Agreement;
"person"	means any person, firm, company or body and every other type of entity, incorporated or unincorporated;
"Subscription Agreement"	means the Subscription Agreement dated 29 November 2001, made between (1) CIP, (2) CNA, (3) CIL and (4) Citicorporate Limited in connection with the issue by CIP of the CIP Shares to CNA in consideration for the transfer by CNA to CIP of CNA's business in Monaco pursuant to the terms of the Assignment and Assumption Agreement made between CNA and CIP, dated 25 October 2001; and
"Warranties"	means the representations and warranties set out in the Schedule hereto.

1.2 References herein to any provision of any statute shall be deemed to include any modification, amendment or re-enactment thereof (so far as capable of applying to any transactions prior to Completion) or any statutory instrument, provision, direction, order or regulation (which is capable of applying to any transactions prior to Completion) made or imposed thereunder or under any such amendment, extension or re-enactment and shall include also any past statutory provisions (as from time to time modified or re-enacted) which such provisions have directly or indirectly replaced. Subject as herein expressly provided or as the context may otherwise require, words and expressions defined in the Companies Acts 1985 to 1989 shall bear the same meanings in this Deed, words importing the singular only shall include the plural and vice versa, and words importing the masculine gender only shall include the feminine and neuter and vice versa.

1.3 Headings in this Deed are for ease of reference only and shall not in any way affect its interpretation. Unless otherwise provided, references herein to clauses, Recitals and Schedules are references to clauses of and Recitals and Schedules to this Deed.

## **2. TRANSFER, SALE AND PURCHASE**

2.1 On the Issue Date, CNA shall contribute or transfer the CIP Shares to COIC as a capital contribution for nil consideration.

2.2 Immediately following the Transfer and on the Issue Date, COIC shall sell as beneficial owner and CIL shall purchase the CIP Shares free from all claims, charges, liens, encumbrances and equities whatsoever and together with all rights attached or

as and issued by

accruing thereto and together with all dividends and distributions thereafter declared made or paid or agreed to be made or paid thereon or in respect thereof.

3. **CONSIDERATION**

- 3.1 The aggregate consideration payable by CIL to COIC in respect of the CIP Shares shall be the sum equal to the value referred to in the KPMG Valuation Report calculated in Sterling terms as provided for in the Subscription Agreement and shall be satisfied by the issue and allotment on the Issue Date to COIC of a number of Ordinary shares in CIL (the "**CIL Shares**"), credited in the books of CIL as fully paid up at par as is equal to such value.

4. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 4.1 In the case of the Transfer, CNA hereby represents, warrants and undertakes to COIC, and in the case of the Sale, COIC hereby represents, warrants and undertakes to CIL, that each of the statements set out in the Schedule hereto is true and accurate in all respects at the date of this Deed and CNA or COIC, as the case may be, acknowledges that COIC or CIL, as the case may be, is entering into this Deed on the terms provided herein in reliance upon the said Warranties. In this Deed CNA, in the case of the Transfer, and COIC, in the case of the Sale, shall be referred to as the Transferor as the context permits, and likewise, COIC in the case of the Transfer and CIL, in the case of the Sale shall be referred to as the Transferee as the context permits.

5. **COMPLETION**

- 5.1 Completion shall, respectively, take place forthwith on the Issue Date in the order set out in Clause 2 when:-
- (i) CNA shall if requested by COIC deliver or procure delivery to COIC of a duly executed transfer in favour of COIC as the case may be, or its nominee(s) or such third party as COIC directs in respect of the CIP Shares;
  - (ii) CNA shall if a duly executed transfer is requested by COIC pursuant to 5.1(i) above procure that a Board Meeting or duly constituted Committee duly empowered of CIP is held at which it shall be resolved that the said transfer in respect of the CIP Shares be passed for registration subject only to stamping or adjudication as not liable to stamp duty, if applicable, and (subject to aforesaid) that the name of COIC and its nominee(s) or such third party as COIC directs be entered in the Register of Members as the holder(s) of the CIP Shares;
  - (iii) CNA shall execute or procure the execution of all such documents and do all such other acts and things as COIC shall reasonably require in order to perfect the right title and interest of COIC to and in the CIP Shares and to procure the

registration of COIC and/or its nominee(s) or such third party as COIC directs as the registered holder(s) of the CIP Shares;

- (iv) COIC shall deliver or procure the delivery to CIL of a duly executed transfer in favour of CIL or its nominee(s) or such third party as CIL directs in respect of the CIP Shares;
- (v) COIC shall procure that a Board Meeting or duly constituted Committee duly empowered of CIP is held at which it shall be resolved that the said transfer in respect of the CIP Shares be passed for registration subject only to stamping or adjudication as not liable to stamp duty, if applicable, and (subject to aforesaid) that the name and nominee(s) or such third party as CIL directs be entered in the Register of Members as the holder(s) of the CIP Shares; and
- (vi) COIC shall execute or procure the execution of all such documents and do all such other acts and things as CIL shall reasonably require in order to perfect the right title and interest of CIL to and in the CIP Shares and to procure the registration of CIL and/or its nominee(s) or such third party as CIL directs as the registered holder(s) of the CIP Shares.

## **6. BREACH OF REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

6.1 CNA hereby undertakes to COIC and COIC hereby undertakes to CIL that if it shall be found at any time or from time to time hereafter that there is a breach or non-fulfilment of any of the respective Warranties given by the relevant party or that any matter being the subject of any such Warranty is not as represented, warranted or undertaken then:-

- (i) if the effect thereof is that the amount or value of some asset, right or contract of CIP is or becomes less than its amount or value would have been if there had been no such breach or non-fulfilment of any of such Warranties or if the matter the subject of such a Warranty had been as represented, warranted or undertaken; or
- (ii) if CIP has incurred or is or becomes under any liability (including, without limitation, any costs, claims, damages or expenses) which would not have been incurred if there had been no such breach or non-fulfilment of any of such Warranties or if the matter the subject of such Warranty had been as represented, warranted or undertaken

CNA or COIC, as the case may be, shall as COIC or CIL, as the case may be, may elect:-

- (i) make good the diminution in the amount or value of the asset, right or contract or all loss or expense of CIP and COIC or CIL, as the case may be, occasioned by or arising out of such liability by a payment in cash to; or



- (ii) pay to COIC or CIL as the case may be, an amount equal to the diminution thereby caused in the value of the CIP Shares.

The provisions of this clause 6.1 shall be without prejudice to any other right or remedy which COIC or CIL, as the case may be, may have for a breach of such Warranties.

## 7. **WAIVER**

7.1 Nessus hereby confirms that by virtue of this Deed:-

- (i) it is aware that it is intended to issue and allot in an aggregate number of Ordinary Shares of £1 each in CIL pursuant to clause 3.1 credited as fully paid to COIC as consideration for the acquisition by CIL of the CIP Shares; and
- (ii) in accordance with the Articles of Association of CIL and the pre-emption rights contained therein, it hereby waives any pre-emption and/or other rights which it may have to acquire the CIL Shares whether pursuant to CIL's Articles of Association or otherwise.

7.2 COIC hereby confirms that it is the beneficial owner of the 50 Ordinary shares of £1 each in CIL registered in the name of Nessus and hereby confirms and directs Nessus to waive any pre-emption rights that it may have in respect of the issue of the CIL Shares whether as a shareholder in CIL or otherwise and whether pursuant to the Articles of Association of CIL or otherwise.

## 8. **GENERAL**

8.1 Any notice to be given, made or served by any party hereto for any purpose hereof may be given, made or served by sending the same by prepaid recorded delivery post or telex or by delivering the same by hand to the relevant party at its registered office (in the case of a company) or (in any other case) at its address as stated herein or at such other address in the United Kingdom as shall have previously been notified to the other parties hereto for the purposes of this clause and any notice sent by post as aforesaid shall be deemed to have been given, made or served forty-eight hours after despatch and any notice sent by telex shall be deemed to have been given, made or served at the time of despatch and in providing the giving, making or service of the same it shall be sufficient to prove, in the case of any notice sent by post as aforesaid, that the envelope containing the same was properly stamped, addressed and placed in the post and, in the case of a telex, that such telex was duly despatched and the appropriate answerback received. If however the date of delivery is not a Business Day then the deemed date of delivery shall be the next following Business Day.

8.2 Any party transferring CIP Shares pursuant to the terms of this Deed shall from time to time and any time (and whether before or after Completion) on the request of the

person to whom such CIP Shares are to be so transferred do, execute, perform or procure to be done, executed or performed all such further acts, deeds, documents and things as the latter person may reasonably require to give effect to this Deed or to perfect the right, title and interest of such person to and in the CIP Shares.

- 8.3 This Deed shall be governed by and construed in accordance with the laws of England.
- 8.4 The parties shall bear their own costs and expenses in connection with this Deed and the Transfer and Sale of the CIP Shares.
- 8.5 Time shall be of the essence of this Deed.
- 8.6 This Deed may be executed in any number of duplicates all of which taken together shall constitute one and the same instrument.

**IN WITNESS** whereof the parties hereto have executed this Deed the day and year first written before.

## **SCHEDULE**

### **The CIP Shares:**

- 1. (a) There is no option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance on, over or affecting the CIP Shares or any other shares or loan capital of CIP and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing and the party transferring the CIP Shares is the beneficial owner of the CIP Shares and is entitled to sell and/or transfer or direct the transfer of the full legal and beneficial ownership in the CIP Shares held by it on the terms set out in this Deed. Neither CNA, COIC nor CIP has received any applications or intended application for the rectification of the register of members of CIP.
- (b) There are no outstanding options, rights to subscribe, agreements or commitments in respect of nor any pre-emption provisions which may become exercisable on Completion in respect of any unissued share or loan capital of CIP and there is not, and there has been no exercise, purported exercise or claim of, any charge, lien, encumbrance or equity over any issued or unissued share or loan capital of CIP.
- (c) The party transferring the CIP Shares pursuant to this agreement warrants that it is so entitled to sell such CIP Shares as it is transferring without the need for a waiver by, the consent of, or any other action by, any third party which has not

already been unconditionally obtained and that the CIP Shares are fully paid up or credited as fully paid up and no call by CIP on such CIP Shares is outstanding.

**CIP:**

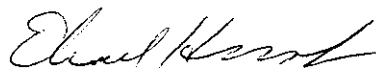
2. The register of members and other statutory books of CIP have been properly kept and contain a true, accurate and complete record of the matters which should be dealt with therein.
3. None of the officers or so far as the relevant party is aware the employees of CIP has exceeded any individual limits placed on them or the scope of their individual authorities in the conduct of the business of CIP.
4. All books and records relating to the activities of CIP are up to date, have been fully, properly, accurately and consistently made-up and completed (and in the case of accounting records have been kept in accordance with normal accounting practices consistently applied) and are a true and complete record of all acts and transactions of CIP and all documents required by law to be filed with any authority have been duly filed.

**This Deed:**

5. There is no provision of any contract or arrangement (whether written or oral) to which CIP is a party or by or to which CIP may be bound or subject which would result in:
  - (i) any such contract or arrangement being terminated or modified; or
  - (ii) the interest of CIP in any firm, company or partnership (or any arrangements relating to such interest) being terminated or modified;

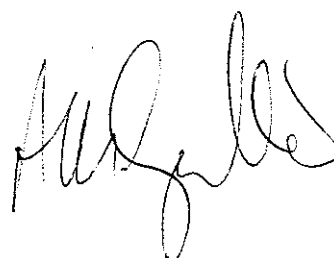
in either case as a result of the provisions or implementation of this Deed and the relevant party knows of no fact or matter which leads it to believe that any such contract, arrangement or interest might be terminated as a result of the provisions or implementation of this Deed.

The Common Seal of **CITIBANK INVESTMENTS LIMITED** was hereunto affixed in the presence of:



Director

Director/Secretary



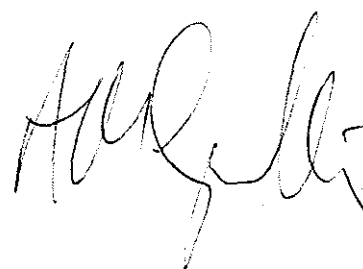
EXECUTED AND DELIVERED AS A DEED  
for and on behalf of **CITIBANK, N.A.**  
acting by an Authorised Signatory

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EXECUTED AND DELIVERED AS A DEED  
for and on behalf of **CITIBANK OVERSEAS  
INVESTMENT CORPORATION** acting by its  
Attorney under a Power of Attorney granted  
26 November 2001

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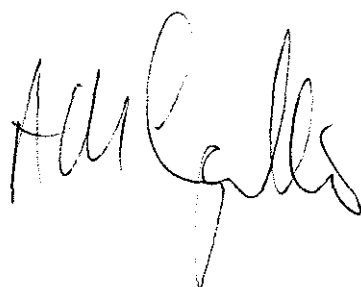
Witness: 

EXECUTED AND DELIVERED AS A DEED  
for and on behalf of **NESSUS INVESTMENT  
CORPORATION** acting by its Attorney  
under a Power of Attorney granted  
26 November 2001

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Witness:



# SAVILLE & CO

NOTARIES PUBLIC

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95 Gresham Street  
London EC2V 7NA  
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Richard Saville  
Ian Campbell  
Ella Imison (ASSOCIATE)  
Sophie Jenkins (ASSOCIATE)  
Derek Julian (CONSULTANT)



TO ALL TO WHOM THESE PRESENTS SHALL COME, I  
SOPHIE JANE JENKINS of the City of London  
NOTARY PUBLIC by royal authority duly admitted and sworn  
DO HEREBY CERTIFY the genuineness of the signature of  
ELIZABETH-NOËL HARWERTH at foot of the document  
hereunto annexed, such signature being of the own, true and  
proper handwriting of the said Elizabeth-Noël Harwerth, a duly  
authorised signatory of CITIBANK, N.A. of the State of New  
York, United States of America having an office at London,  
England;

AND I DO FURTHER CERTIFY the genuineness of the  
signature of JOHN WALTER ANDERSON at foot of the said  
document, such signature being of the own, true and proper  
handwriting of the said John Walter Anderson, director of  
CITIBANK INTERNATIONAL PLC of London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary  
have subscribed my name and set and affixed my seal of office  
at London aforesaid this twenty sixth day of October two  
thousand and one.

*Sophie Jenkins up.*



UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

No. **D711611**

Date **26 October, 2001**

This document bears  
the signature / seal of **S J Jenkins**

Acting in the capacity of **Notary Public**

Vu par nous Consul Général  
de Monaco à Londres pour  
legalisation de la signature de  
Monsieur CUNNINGHAM  
*T. S. Cunningham* CONSUL - GENERAL  
A Londres le 1<sup>er</sup> Nov 2001

Signed by: **T. S. Cunningham**



*T. S. Cunningham*  
For Her Majesty's Principal Secretary of State  
For Foreign and Commonwealth Affairs

## ASSIGNMENT AND ASSUMPTION AGREEMENT

The undersigned:

1. Citibank, N.A., a national banking association duly organised and validly existing under and in accordance with the laws of the United States of America, for these purposes acting through its London office at 336 Strand, London WC2R 1HB, England, hereinafter referred to as "CNA"; and
2. Citibank International plc, a public limited company duly organised and validly existing under and in accordance with the laws of England, for these purposes acting through its head office at 336 Strand, London WC2R 1HB, England, hereinafter referred to as "CIP".

WHEREAS:

- (i) CNA presently conducts banking business in Monaco through its branch office located in Monte Carlo, Monaco (hereinafter referred to as "CNA Monaco Branch");
- (ii) The parties belong to the same group of companies and in the framework of a restructuring of such group it has been decided that CNA's branch office in Monaco will be closed and that CNA's Business in Monaco will be transferred to CIP;
- (iii) CIP has opened a branch office in Monte Carlo, Monaco through which it will conduct CNA's Business in Monaco which will be transferred to it as referred to in recital (ii) above;
- (iv) In order to effect the transfer referred to in recitals (ii) and (iii) above, the parties wish to enter into this Agreement.

NOW THEREFORE, THE PARTIES DECLARE TO HAVE AGREED AS FOLLOWS:

### Article 1

- 1.1 In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meaning attributed thereto in this Clause 1.1:

"Client" means any of the clients of CNA Monaco Branch and "Clients" means all such clients, jointly and severally;

"Client Notice" means the notification sent by CNA to each Client, substantially in the form of Schedule 1;

"CNA's Business in Monaco" means any one and all of the relationships and the goodwill related thereto between CNA Monaco Branch and (a) its clients (including, without limitation, the transactions and relationships between CNA and each of its Clients specified in Schedule 2) and (b) all employees presently in its service as has been disclosed by CNA to CIP;

"Effective Date" means November 30, 2001;

"Subscription Agreement" means the agreement to be entered into on or before 29 November 2001 between CNA and CIP pursuant to which CIP will agree to issue to CNA and CNA will agree to subscribe for an appropriate number of sterling ordinary shares in accordance with a valuation report to be prepared by KPMG in CIP's share capital in consideration for CNA's Business in Monaco;

"Transaction Documents" means the documents specified in respect of the Clients in Schedule 2, and "Transaction Document" means any one thereof.

In this Agreement (unless otherwise provided):

- 1.2.1 "CNA", "CIP" or any "Client" shall be construed so as to include its and any subsequent successors and permitted transferees in accordance with their respective interests;
- 1.2.2 words importing the singular shall include the plural and vice versa;
- 1.2.3 references to Articles, Clauses and Schedules are to be construed as references to the Articles and Clauses of, and Schedules to, this Agreement;
- 1.2.4 references to this Agreement, any Transaction Document or any other document shall be construed as references to this Agreement, that Transaction Document or that other document, as amended, varied, novated or supplemented, as the case may be;
- 1.2.5 references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- 1.2.6 the word "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall it take effect as, limiting the generality of any preceding words; and
- 1.2.7 references to a "person" shall be construed so as to include that person's permitted assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, body corporate, unincorporated body of persons or any state or any agency of a state.

## Article 2

- 2.1 CNA hereby assigns and transfers to CIP, which hereby accepts and assumes all of CNA's rights, title, interest, actions and obligations toward the Clients under and pursuant to CNA's Business in Monaco, with effect from the Effective Date. The assignment, transfer, acceptance and assumption is an assignment, transfer, acceptance and assumption under the laws of England and Wales.
- 2.2 Unless agreed otherwise, CNA will seek each Client's consent to the assignment, transfer, acceptance and assumption by sending to each Client a Client Notice. Such consent can also take any other form as may be agreed by the parties hereto.
- 2.3 The assignment, transfer, acceptance and assumption set out in Clause 2.1 occurs pursuant to the requirements of the Subscription Agreement.



### Article 3

3.1 CNA hereby represents, warrants and undertakes to CIP in respect of CNA's Business in Monaco that each of the statements set out below is true and accurate in all respects at the date of this Agreement and CNA acknowledges that CIP is entering into this Agreement and agreeing to have CNA's Business in Monaco contributed on the terms provided herein in reliance upon such representations, warranties and undertakings ("**Warranties**"), namely:

- (a) CNA is the sole person legally and beneficially entitled to the rights, title, interest and actions assigned and transferred pursuant to Clause 2.1, and such rights, title, interest and actions are free from any pledge, right of usufruct, attachment or other encumbrance, have not been transferred, assigned to and/ or accepted by any other person and no options have been granted in respect of such rights, title, interest and actions; and
- (b) there are no delays in the payment of principal, interest, fees and costs by the Clients to CNA pursuant to the Transaction Documents; and
- (c) the Transaction Documents constitute the entire agreements between CNA and the Clients in relation to the transactions and relationships specified therein and there are no other agreements, whether oral or in writing, between CNA and the Clients which in any manner constitute an amendment or change in the terms and conditions of the Transaction Documents; and
- (d) CNA has made available to CIP all Transaction Documents and CIP confirms to have received originals of the Transaction Documents; and
- (e) CNA has conducted its business in all material respects in accordance with all applicable laws and regulations and there is no order, decree or judgment of any Court or any governmental agency against CNA which may have a material adverse effect upon the assets or business of CNA; and
- (f) except as disclosed to CIP, CNA is not engaged in any litigation or arbitration proceedings and so far as CNA is aware no litigation or arbitration proceedings are pending or threatened by or against CNA and there are no facts likely to give rise to any litigation or arbitration; and
- (g) none of the officers or so far as CNA is aware the employees of CNA has exceeded any individual limits placed on them or the scope of their individual authorities in the conduct of CNA's Business in Monaco; and
- (h) all books and records relating to the activities of CNA's Business in Monaco are up to date, have been fully, properly, accurately and consistently made-up and completed (and in the case of accounting records have been kept in accordance with normal accounting practices consistently applied) and are a true and complete record of all acts and transactions of CNA's Business in Monaco and all documents required by law to be filed with any authority have been duly filed; and

(i) there is no provision of any contract or arrangement (whether written or oral) to which CNA is a party or by or to which CNA's Business in Monaco may be bound or subject which would result in:

(A) any such contract or arrangement being terminated or modified, with the exception of the Transaction Documents as listed in Schedule 2; or

(B) the interest of CNA's Business in Monaco in any firm, company or partnership (or any arrangements relating to such interest) being terminated or modified;

in either case as a result of the provisions or implementation of this Agreement and CNA knows of no fact or matter which leads it to believe that any such contract, arrangement or interest might be terminated as a result of the provisions or implementation of this Agreement.

3.2 Without restricting the rights of CIP or the ability of CIP to claim damages on any basis in the event that any of the Warranties is broken or proves to be untrue or misleading, CNA shall, on demand, pay to CIP:

(A) the amount necessary to put CIP into the position which would have existed if the Warranties had not been broken and had been true and not misleading; and

(B) all costs and expenses incurred by CIP directly or indirectly, as a result of such breach.

3.3 CIP hereby warrants and represents to CNA that as at the date of this Agreement it is fully licensed to conduct banking business in Monaco.

3.4 CNA warrants to CIP that if there shall be any change in any of the matters contained in Clause 3.1 (a) to (i) or Clause 3.3 as at the Effective Date it will notify such change to CIP forthwith and that CIP will have the benefit of Clause 3.2 in relation to such change.

#### **Article 4**

Except where otherwise agreed, CNA confirms that as from the Effective Date it shall have no, and it shall refrain from exercising any, rights, title, interest and actions towards the Clients under or in respect of the Transaction Documents.

## **Article 5**

- 5.1 CNA and CIP hereby agree that each of them will at its own expense execute, deliver and record or file (and re-execute, redeliver and rerecord or refile) such documents and take all such corporate or other action as the other party may reasonably consider necessary or desirable to establish, perfect, preserve or enforce the assignment, transfer, acceptance and assumption set out herein and all their rights, title, interest and actions under the agreements, deeds, instruments and other documents including, without limitation, the Transaction Documents.

## **Article 6**

This Agreement and its performance shall in all respects be governed by and construed in accordance with the laws of England and Wales. All disputes pursuant to this Agreement shall be submitted to the exclusive jurisdiction of England and Wales.

## **Article 7**

All notices, advices, statements, requests, demands and other communications (all of which hereinafter in this Article 7 called "notice") shall be made in the English language and shall be given or made (unless provided otherwise in this Agreement) by mail or telefax and shall be addressed as follows:

in case of CNA to:

Mr. A.M. Gaulter  
Citibank, N.A.  
336 Strand  
London WC2R 1HB  
England

Tel: 020 7500 1540  
Fax: 020 7500 1360

and in case of CIP to:

Mr. J. Cobb  
Citibank International plc  
Victoria Plaza  
111 Buckingham Palace Road  
London SW1W 0SB  
England

Tel: 020 7721 0157  
Fax: 020 7721 0190

or such other address as may from time to time be notified in writing by one party to the other, provided that any such variation shall take effect as from the third day after the day of receipt of the respective notice by the other party (unless a later date should have been notified therein).

## Article 8

If any provision of this Agreement or of any other agreement between the parties hereto shall be held invalid, unenforceable or inapplicable to any circumstance or in any jurisdiction, such invalidity, unenforceability or inapplicability shall not affect any other provision hereof or of any other agreement between the parties hereto which can be given effect without regard to the invalid provision, nor to the same provision to the extent valid or enforceable in any other applicable jurisdiction, nor shall any such inapplicability to any circumstance affect the applicability of such terms to any other or different or subsequent circumstance; all of such terms, conditions or provisions are deemed severable.

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in duplicate as of this 25<sup>th</sup> day of October, 2001.

CITIBANK, N.A.

By: Ehual / [Signature]

CITIBANK INTERNATIONAL PLC

By: [Signature]

**SCHEDULE 1**  
**Form of Client Notice**

Dear Client,

We are pleased to inform you that Citibank N.A. Monaco will become a Monegasque branch of Citibank International plc, a banking institution under British law with registered offices in London. This is scheduled to take place before the end of the year.

Your existing banking relationship will remain unchanged under the new legal structure and the laws and regulations in force in Monaco will continue to apply. All assets and obligations will be transferred from Citibank N.A. Monaco to Citibank International plc, Monaco. The address and telephone details of the bank will also remain unchanged.

The reason behind this move is to allow Citigroup to concentrate its banking activities in Europe within a single entity, namely Citibank International plc. This will enable Citibank International plc to continue to develop as an important European bank with the aim of offering an improved service to its customers and substantially increasing its competitiveness.

Accordingly, we have enclosed two copies of the transfer documents. Please read them, sign where indicated and return a copy to us.

Should you have any questions or should you require further information, please do not hesitate to contact your Relationship Manager who will be pleased to help you.

Yours sincerely,

## TRANSFER OF ACCOUNT

Mr/Mrs/Miss (hereinafter referred to as "the customer") and Citibank N.A. Monaco are connected by agreements that convey the respective commitments of each party and the assets deposited by the customer into the bank's books.

The customer has been informed of the fact that, as part of the reorganisation of Citibank N.A., which shall take the form of a transfer between Citibank N.A. and Citibank International plc, the Monaco bank branch will become a branch of Citibank International plc.

The customer hereby gives his full consent to this transfer.

As a result the customer accepts that all of his/her bank accounts shall be transferred into the books of the Monaco bank branch of Citibank International plc, which will become his sole point of contact once the official transfer of the branch has taken place.

Consequently, the customer relinquishes in advance any right to put forward any objection derived from this transfer within the framework of his relationship with Citibank N.A. or Citibank International plc.

The customer's account or accounts shall continue to function under the same general conditions and at the same rates as those in force on the day on which this document was drawn up within the framework of the relationship established between the customer and Citibank N.A. The customer acknowledges that he has been informed of these terms and hereby reiterates his agreement to these.

The customer shall benefit from the same credit as that extended by Citibank N.A. prior to the transfer, as the conditions of which shall be unchanged.

This extension of credit by Citibank International plc is conditioned upon the subscription of new guarantees in favor Citibank International plc and further the provisions provided for by this document shall not in themselves, in the absence of the express agreement of the bank, represent an automatic resumption of credit nor a bestowal of new credit.

In accordance with this and on the assumption that credit was granted the customer by Citibank N.A. and shall be taken up by Citibank International plc, the customer shall undertake to agree to the same guarantees in favour of Citibank International plc as those previously subscribed to in favour of Citibank N.A.. The guarantees shall be established once new separate and independent documents have been signed.

This document shall be subject to the laws of the Principality of Monaco. Any dispute relating to the validity, interpretation or execution of this document shall be subject to the jurisdiction of the courts of Monaco.

Drawn up in Monaco on  
Customer's signature

(1) Signature after handwritten note

*"Good for the transfer of my account to the books of Citibank International plc"*

**SCHEDULE 2**  
**List of Transaction Documents**

Base	Currency	Amount	Maturity	Equiv US\$
884840	FRF	727.272,73	March 2005	101.237,18
884840	FRF	1624.062,86	March 2005	226.071,36
886115	DEM	570.000,00	June 2004	266.110,64