

DATED 28 September 2001

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(1) CITIBANK OVERSEAS INVESTMENT CORPORATION

and

(2) CITIBANK INVESTMENTS LIMITED

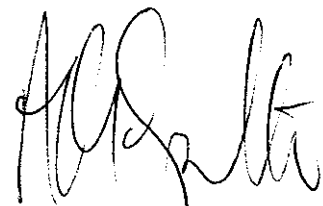
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SHARE SALE AND PURCHASE AGREEMENT  
IN RESPECT OF  
CITIBANK TRUSTEES (IRELAND) LIMITED

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MATHESON ORMSBY PRENTICE  
30 Herbert Street  
Dublin 2  
Ireland  
TEL + 353 1 619 9000  
FAX + 353 1 619 9010  
385828.2

CERTIFIED A TRUE AND  
EXACT COPY



A. M. GAULTER  
SECRETARY



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THIS AGREEMENT made on 28 September 2001 BETWEEN

- (1) **CITIBANK OVERSEAS INVESTMENT CORPORATION** a company incorporated under the laws of Delaware whose principle office is at New Castle Corporate Commons One Penn's Way, New Castle, Delaware, 19720, U.S.A. (the "**Vendor**");

**AND**

- (2) **CITIBANK INVESTMENTS LIMITED** a company incorporated under the laws of the England whose registered office is at 336 Strand, London, WC2R 1HB (the "**Purchaser**").

**WHEREAS**

The Vendor, the beneficial owner of the Shares (as hereinafter defined) has agreed with the Purchaser to sell the Shares to the Purchaser subject to the terms and the conditions of this Agreement.

**NOW IT IS HEREBY AGREED AND DECLARED** as follows:-

**1 DEFINITIONS**

- 1.1 Unless the context otherwise requires, in this Agreement:-

"**Board**" means the Board of Directors of the Company;

"**Company**" means Citibank Trustees (Ireland) Limited, a company incorporated under the laws of Ireland (registered no. 27459 whose registered office is at 1 North Wall Quay, Dublin 1);

"**Completion Date**" means the 28<sup>th</sup> September 2001;

"**Shares**" means the entire issued share capital of the Company being 165,004 ordinary shares of US\$1 each, owned by the Vendor; and

"**Valuation**" means the valuation report to be prepared by KPMG as soon as practicably possible following the Completion Date.

- 1.2 Words importing the singular shall where the context so requires include the plural and vice versa.

**2 SHARE PURCHASE AND SALE**

- 2.1 Subject to the terms of this Agreement, on the Completion Date, the Vendor as beneficial owner shall sell and the Purchaser shall purchase free from all charges, liens and encumbrances, the Shares for the consideration set out in Clause 2.2.

- 2.2 The consideration for the Shares shall be the issue to the Vendor of shares in the capital of the Purchaser credited as paid in full, the value and number of which are to be agreed in accordance with the Valuation and settled as soon as practicably possible after completion of the Valuation.

**3 SETTLEMENT**

In accordance with Clause 2:

- (a) The Vendor shall deliver to the Purchaser or their nominee:-

- (i) duly executed Transfers of the Shares from the registered holders thereof in favour of the Purchaser or as the Purchaser may direct, together with the relative Share Certificates and such other documents as are necessary to vest legal and beneficial ownership to the Shares in the Purchaser or as the Purchaser may direct; and
  - (ii) the certificate of incorporation, the common seal, the minute book, share registers and share certificate books (with any unissued Share Certificates) and other statutory books and registers and copies of the Memorandum and Articles of Association and other constitutional documents of the Company.
- (b) The Vendor shall procure that a meeting of the Board is held at which the transfers referred to in Clause 3(a)(i) are approved subject to stamping or being adjudged exempt from stamp duty.
  - (c) The Purchaser shall issue to the Vendor the shares referred to in clause 2.2 credited as fully paid.

#### 4 WARRANTIES AND INDEMNITY

##### 4.1 The Vendor hereby warrants to the Purchaser that:-

- (a) the Vendor is the beneficial owner of the Shares free from any lien, charge or encumbrance;
- (b) no person has the right to call for the issue of any share or loan capital of the Company under any option or other agreement (including conversion rights); and
- (c) neither the Company nor (in relation to any matter for which the Company may be liable) any third party is or at any time within the three years ending on the date hereof has been involved in any litigation, arbitration, tribunal, inquiry or other proceedings or dispute resolution process, none of the foregoing is or are pending or threatened by or against the Company or (in relation to any such matter) any such person, and there are no circumstances likely to lead to any of the foregoing or to any claim being made against the Company in respect of any of the foregoing.

##### 4.2 The Vendor undertakes to the Purchaser to indemnify and hold harmless the Purchaser from and against any and all liabilities, costs, interest and expenses directly or indirectly suffered in the event of the warranties contained in Clause 4.1 above proving to be untrue.

#### 5 NOTICES

Notices and other communications to the parties to this Agreement required or permitted hereunder shall be in writing and shall be deemed duly given:-

- (a) upon being transmitted by telex or facsimile to the correct telex or facsimile number of any party during normal business hours; or
- (b) one day after being left at the address of the party to which it is being given; or
- (c) forty eight hours after it has been posted by prepaid registered post to the parties to which it is being given.

And in the case of the receiving party at its address hereinbefore set out or such other address as such party shall have previously communicated by notice to any other party.

6 **WAIVER**

The rights of either party arising out of any provision in this Agreement or any breach of any provision of this Agreement shall not be waived except in writing. Any waiver by any party of any of its rights under this Agreement or of any breach of this Agreement shall not be construed as a waiver of any other rights or of any other or further breach.

7 **AMENDMENTS**

This Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be amended or modified except by an agreement in writing signed by both parties.

8 **SEVERABILITY**

All agreements and covenants contained herein are severable and in the event of any of them being held to be invalid by any competent court this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

9 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same instrument.

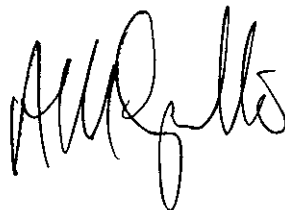
10 **GOVERNING LAW**

This Agreement shall be governed by the laws of Ireland. Each of the parties hereto agrees that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Agreement and for such purposes irrevocably submits to the jurisdiction of such courts.

**IN WITNESS** whereof the parties hereto have duly executed this Agreement on the date shown at the beginning of this Agreement.

**SIGNED** for and on behalf of  
**THE VENDOR**  
in the presence of:-

*Jui Roben*  
120 Cheapside  
London  
EC2V 6DS



**SIGNED** for and on behalf of  
**THE PURCHASER**  
in the presence of:-

*Jui Roben*  
As above



**DATED**

**2001**

**(1) CITIBANK OVERSEAS INVESTMENT  
CORPORATION**

**(2) CITIBANK INVESTMENTS LIMITED**

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