

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO FSD: 86 OF 2013 - AJJ

**IN OPEN COURT
THIS 29TH DAY OF NOVEMBER 2013
BEFORE THE HONOURABLE MR. JUSTICE JONES Q.C.**

**IN THE MATTER OF THE COMPANIES LAW (2013 REVISION AS
AMENDED) ("THE COMPANIES LAW")**

**AND IN THE MATTER OF GALT FINANCIAL LTD (IN OFFICIAL
LIQUIDATION) (The "Company")**



ORDER

UPON the Summons of the Joint Official Liquidators dated 25 November 2013 (the "Summons").

AND UPON reading the First Affidavit of Kenneth Krys sworn on 22 November 2013.

AND UPON hearing Counsel for the Joint Official Liquidators.

IT IS ORDERED that:-

1. The Joint Official Liquidators are authorised to continue to prosecute the Company's legal proceeding against Clariden Leu AG which is currently pending before the Zurich Commercial Court, Switzerland, proceeding number HG110247 (the "Swiss Proceeding").

This Order is filed by Broadhurst LLC, Attorneys-at-Law for Joint Official Liquidators whose address for service is 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman KY1-1104, Cayman Islands.

2. The Joint Official Liquidators are authorised to execute a Deed of Assignment on behalf of the Company in the terms of the draft contained in **Schedule 1** and to prosecute the assigned claims against Clariden Leu AG in the Swiss Proceeding.

3. The Official Liquidators' engagement of Rud Winkler Partners AG to act on behalf of the Company for the purposes of and relating to the Swiss Proceeding, including prosecution of the assigned claim, is authorised (with retrospective effect from the commencement of the liquidation) on terms of, or substantially similar to, those recorded in the retainer agreement at **Schedule 2** hereto.

4. That the Joint Official Liquidators' costs of and arising from the Summons be paid out of the assets of the Company as an expense of the liquidation..

Dated the 29th day of November 2013

Filed the 29th day of November 2013



The Hon. Mr. Justice Andrew Jones Q.C.
JUDGE OF THE GRAND COURT



SCHEDULE 1

DEED OF ASSIGNMENT



THIS DEED OF ASSIGNMENT is made November 2013

BETWEEN:

- (1) The Trustee in Bankruptcy of the Cayman Islands, Grand Court of the Cayman Islands, Albert Panton Street, George Town, Cayman Islands (the "Assignor");
- (2) Galt Financial Limited (In Official Liquidation) being a company incorporated in the Cayman Islands, registration number 040673, with its registered office at Krys Global, Governors Square, Building 6, 23 Lime Tree Bay, Cayman Islands (the "Assignee").

WHEREAS:

- (A) The Grand Court of the Cayman Islands has jurisdiction in respect to William H. Millard and Patricia H. Millard ("Mr and Mrs Millard") as they have been ordinarily resident in the Cayman Islands since 1993.
- (B) Mr and Mrs Millard, in their sole or joint names, maintain the following account relationships with Clariden Leu AG ("Clariden"):
 - a. Account no. 937765-02
 - b. Account no. 937765-02-1
 - c. Account no. 18810-42
 - d. Account no. 914501-52-1
 - e. Account no. 914501-52-2
 - f. Securities custody account no. 18810-45
 - g. Securities custody account no. 914501-55(collectively the "Accounts");
- (C) In November 2011, Mr and Mrs Millard commenced legal proceedings against Clariden in relation to the Accounts which are currently pending before the Zurich Commercial Court proceeding number HG110247 (the "Legal Proceedings"). Galt Financial Limited, Global Telesis Limited, Nippon Investments Limited, Old World Properties Limited and Transglobal Investments Limited were also plaintiffs in the Legal Proceedings in relation to the account relationships they held with Clariden;
- (D) Mr and Mrs Millard were adjudged bankrupt upon their own petitions by order of the Grand Court of the Cayman Islands made (in case numbers FSD 60 and 61 of 2013) on 3 June 2013. Kenneth Krys and Margot MacInnis of KRyS Global were appointed joint agents of the Assignor;
- (E) As at 3 June 2013, the real and personal property belonging to Mr and Mrs Millard, wherever located and including the Accounts, vested in the Assignor by operation of Cayman Islands Law.
- (F) All of the issued share capital of the Assignee was owned by Mr and Mrs Millard and therefore, as at 3 June 2013, vested in the Assignor by operation of law.



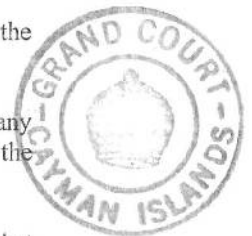
A handwritten signature in black ink, consisting of stylized, overlapping letters that appear to be "AM".

- (G) By an Order of the Grand Court of the Cayman Islands made (in case numbers FSD 60 and 61 of 2013) on 26 November 2013, the Assignor was authorised to enter into this Deed of Assignment.
- (H) By this Deed the Assignors hereby agree to assign and transfer all of their rights, benefits, claims, causes of action, and entitlements in the Legal Proceedings including any underlying substantive claims or rights asserted or relied upon in Legal Proceedings arising from the banking relationship between Mr and Mrs Millard (either solely or jointly) and Clariden to the Assignee.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1. Words and expressions defined in the recitals above shall form an integral part of this Deed and shall have full effect as if they were incorporated in the body of this Deed and the expression "this Deed" and "the Deed" shall be deemed to include the words and terms defined in the recitals above and be taken into account in the interpretation hereof.
- 1.2. Any reference to a recital or clause is to the relevant recital or clause of this Deed and any reference to a sub-clause is to the relevant sub-clause of the Clause in which it appears.
- 1.3. The clause headings are included for convenience only and shall not affect the interpretation of this Deed.
- 1.4. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5. A reference to a person (including a party to this Deed) includes a reference to that person's legal personal representatives, successors and permitted assigns.



2. ASSIGNMENT

- 2.1. The Assignors hereby assign and transfer all of their rights, benefits, claims, causes of action, and entitlements in the Legal Proceedings including any underlying substantive claims or rights asserted or relied upon in the Legal Proceedings arising from the banking relationship between William H. Millard and Patricia H. Millard (both in their sole names and jointly) and Clariden to the Assignee and further that from and after the date of this Deed, the Assignee shall be the beneficial owner of the rights, benefits, claims, causes of action, and entitlements in the Legal Proceedings including any underlying substantive claims or rights asserted or relied upon in the Legal Proceedings arising from the banking relationship between William H. Millard and Patricia H. Millard (both in their sole names and jointly) and Clariden.
- 2.2. The Assignee hereby accepts the assignment by the Assignors of all of the Assignors' all of the all of the rights, benefits, claims, causes of action, and entitlements in the Legal Proceedings including any underlying substantive claims or rights asserted or relied upon in the Legal Proceedings arising from the banking relationship between

William H. Millard and Patricia H. Millard (both in their sole names and jointly) and Clariden upon the terms of this Deed.

3. **REPRESENTATIONS AND WARRANTIES**

3.1. Each party represents and warrants to the other that:

- (a) They have all requisite powers and authority to execute and deliver this Deed and to perform its obligations hereunder;
- (b) the execution and delivery by such party of this Deed and the performance by such party of its obligations hereunder have been duly and validly authorised by all necessary action on the part of such party;
- (c) this Deed has been duly and validly executed and delivered by such party and constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms; and
- (d) neither the entry into or performance by such party, nor any payment contemplated by this Deed does or will conflict with any applicable law, regulation, binding decision or order of any court or arbitral body or Deed.



4. **GENERAL**

- 4.1. Failure of a party to enforce a right under this Deed shall not act as a waiver of that right or waiver of the ability to later assert that right relative to the particular situation involved.
- 4.2. The Assignors agree that they will do or procure the doing of all such acts and things and execute or procure the execution of all such documents as may be required on or after the date of this Deed to give effect to the terms of this Deed.
- 4.3. This Deed sets forth the entire agreement and understanding, and supersedes any prior agreements and understandings, whether written or oral, of the parties with respect to the subject matter hereof.
- 4.4. No failure to exercise nor any delay in exercising, on the part of any party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 4.5. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
- 4.6. This Deed shall benefit and bind the parties hereto and their respective successors and permitted assigns.
- 4.7. Any notice given under this Deed shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid

recorded delivery or registered post (or registered airmail in the case of an address for service outside the Cayman Islands) or by email to the address stated in this Deed (or as otherwise notified by that party hereunder).

5. COUNTERPART

This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The execution by a party of one or more counterparts shall constitute execution by that party of this Deed for all purposes.

6. GOVERNING LAW AND JURISDICTION

- 6.1. This Deed is governed by, and shall be construed in accordance with, the laws of the Cayman Islands.
- 6.2. Each of the parties hereby irrevocably submits for all purposes of and in connection with this Deed to the exclusive jurisdiction of the courts of the Cayman Islands.

IN WITNESS WHEREOF this Deed has been executed and delivered on the above date.

**EXECUTED AND DELIVERED by:
ASSIGNOR**

.....
Tabitha Philander in her capacity as the Trustee in
Bankruptcy of the Cayman Islands

In the presence of:

.....
Witness Signature

.....
Witness Name

**EXECUTED AND DELIVERED by:
ASSIGNEE**

.....
Kenneth Krys and Margot MacInnis of KRyS Global, in their
capacity and Joint Official Liquidators, for and on behalf of
Galt Financial Limited (In Official Liquidation)

In the presence of:

.....
Witness Signature

.....
Witness Name



SCHEDULE 2

By Email

Kenneth Krys and Margot Macinnis as Joint
Official Liquidators of Galt Financial Ltd c/o
KRyS Global
Governors Square
Building 6, 2nd Floor
23 Lime Tree Bay Avenue
PO Box 31237
Grand Cayman
KY1-1205

November 28, 2013
1296 | gj



In the Matter of Galt Financial Ltd (In Official Liquidation) ("the Company")

Re Credit Suisse AG (former Clariden Leu AG)

Ladies and Gentlemen

Thank you for your inquiry and your interest in our services. We are delighted to assist you in the above mentioned matter.

The purpose of this letter is to confirm the terms of our engagement. Our aim is to provide you with high quality legal services and to assist in achieving this objective, I will be ultimately responsible to you for the work carried out by us.

Please feel free to raise with us any questions you may have with regard to these terms.

Timing and Progress

We will report to you on the progress of the matter on a regular basis.

Fees and Expenses

Our fees will be calculated by reference to the time that we spend in dealing with the matter applying an hourly rate of CHF 550.00 for partners and CHF 380.00 for associates.

Rüd Winkler Partner Ltd will discuss any increase in rates with the Joint Official Liquidators ("JOLs") prior to any rate increase taking effect.

A handwritten signature in black ink, appearing to be "Rüd Winkler", is written over a horizontal line.

In addition to legal fees, we will invoice 3% on the total amount of legal fees for out-of-pocket expenses such as postage, photocopying, email, telephone, fax and word processing.

Third party expenses (such as travel and accommodation expenses, courier services, telephone conference services and fees of the commercial registry or notary public etc.) are not included in the 3% flat sundry expense and will be invoiced additionally.

If the invoice is rendered for the benefit of a Swiss or Liechtenstein domiciled client, a value added tax (VAT) of 8 % is due on fees and expenses.

Rüd Winkler Partner Ltd fees and expenses will be treated as expenses of the liquidation of the Company and will rank pari Passau with all the professional fees and expenses paid by the estate.

Rüd Winkler Partner Ltd agree that the fees and expenses are subject to the JOLs right to seek taxation under the Grand Cayman Grand Court Rules Order 62.

Advance Payment

As a matter of policy, our firm reserves the right to require an advance payment on costs.

Based on the preliminary information on the matter, we consider an advance payment to be appropriate. Therefore, we kindly ask you to arrange for a retainer payment, the amount of which is to be agreed between both parties upon the necessary liquidity being available in the liquidation estate.



Any advance payment will be set off against the final invoice upon termination of the current mandate.

Resolving Problems

Our objective is to provide you with high quality efficient legal services. We hope that you will not have cause for complaint. However, if our service falls short of your expectation in any way, please advise us immediately.

Should a dispute arise with the JOLs regarding the quantum of Rüd Winkler Partner Ltd fees and expenses we agree that any such dispute may be referred to the Grand Court of the Cayman Islands for taxation.

Insurance Cover

Professional indemnity cover is maintained and Rüd Winkler Partner Ltd confirm we have adequate professional indemnity cover to undertake the engagement.

Conflicts of Interest

We remain generally free to act for any other client in relation to any matter involving you, without your consent. However, we would not become involved for another client on any matter without your consent where there would be a conflict of interest or a significant risk of a conflict of interest,

where we have previously advised you, or where we have confidential Information which in our view is relevant.

Documents

We will retain documents in our files relating to this matter in accordance with the laws of the Cayman Islands (The Companies Winding Up Rules 2008 (Amended 2010) (O.26 r.2)), being 3 years from the dissolution of the Company.

Rüd Winkler Partner Ltd confirm they have no right to exercise lien over files held as against the JOLs.

Confidentiality

Any information which we obtain as a result of acting for you will be treated in an entirely confidential manner, subject to applicable law, and in particular will not be made available to any other client without your consent.

The client, however, explicitly declares to release Rüd Winkler Partner Ltd. from the confidentiality undertaking under the attorney-client privilege to the extent necessary to enforce the claims arising from this mandate. The client may withdraw this release anytime at his|her own discretion.

E-Mail Communication and the Internet

Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, arrive late or contain viruses. We therefore do not accept liability for any errors or omissions in the context of a message which arises as a result of Internet transmission. We will assume that we are entitled to communicate with you by email unless you instruct us to the contrary.



Governing Law and Jurisdiction

This letter of engagement and our terms of service shall be governed by and construed in accordance with the laws of the Cayman Islands.

The place of jurisdiction for all disputes arising out of or in connection with this letter of engagement and the terms set forth therein shall be the Grand Court in Grand Cayman.

Once again, I would like to thank you for the inquiry and the interest in our firm. Should you have any further questions, please feel free to contact me at your convenience.

Yours sincerely,
Rüd Winkler Partner Ltd.

Dr. Andreas Rüd

Accepted and agreed

Place, Date

Margot MacInnis as Joint Official Liquidator of Transglobal Investments Limited

