

THIS ASSIGNMENT AGREEMENT made as of the _____ day of _____, 2009.

BETWEEN :

_____, of
(Name)
_____, in _____,
(City) (State, Province)

(Country name)
(hereinafter called the "Creditor")

OF THE FIRST PART

- and -

_____, of
(Name)
_____, in _____,
(City) (State, Province)

(Country name)
(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS:

- A. On January 14, 1992, the Grand Court of the Cayman Islands ordered that the Bank of Credit and Commerce International (Overseas) Ltd., in liquidation ("BCCI Overseas") be wound up and appointed I.A. N. Wight, R.E. Axford and M.W. Mackey as Official Liquidators (the "Official Liquidators"). By an order of the Court dated June 21, 1996, Mr. Michael W. Pilling was appointed as an Official Liquidator of BCCI (Overseas) and Mr. Robert E. Axford was allowed to resign from his duties;
- B. The Creditor has monies on deposit with BCCI (Overseas). As of the date of liquidation of BCCI (Overseas) the amount of monies on deposit total U.S. \$ _____ (the "Deposit");

- C. The Creditor wishes to assign its right to receive Dividend Payments (as defined below) if any, from the liquidation of BCCI (Overseas), on the terms and conditions set out in this agreement.

THEREFORE this Agreement witness that in consideration of the sum of \$2.00 paid by the Assignee to the Creditor and of the mutual covenants and agreements made herein, this sufficiency of which are acknowledged by both parties, the parties agree as follows:

1. The Creditor assigns to the Assignee its right to receive all Dividend Payments, if any, which become available for payment to the Creditor from the liquidation estate of BCCI (Overseas) in connection therewith and the Assignee accepts such assignment. For the purposes of this Agreement "Dividend Payments" mean:

(a) any and all monies received by the Creditor as distributions or other repayments from the liquidation of BCCI (Overseas);

(b) any and all monies of the Creditor is paid or becomes entitled to receive pursuant to an Agreement executed as of November 10, 1994 between the various BCCI group liquidators and the Government of Abu Dhabi (the "Contribution Agreement");

(c) any and all monies the Creditor is paid or becomes entitled to receive pursuant to an Agreement made in December 1991 between the various BCCI group liquidators and the United States of America (the "U.S. Plea Agreement"); and

(d) any and all monies or payments or credits that the Creditor becomes entitled to receive from the liquidation of BCCI Overseas, or any of its branches or affiliates.

2. The Creditor assigns over to the Assignee the Dividend Payments or any other repayment which he may receive from BCCI (Overseas), or any of its branches or affiliates. The Creditor hereby directs the Official Liquidators of BCCI (Overseas) to pay any Dividend Payments directly to the Assignee and the Assignee is hereby irrevocably appointed attorney for the Creditor for the purpose of receiving payment of Dividend Payments and for doing all acts, things and matters necessary to ensure such payment to the Assignee. Further, the Creditor hereby authorizes and instructs the Assignee to provide to the Official Liquidators any information that they, their employees or agent may request in relation to

the Creditor's account or dealings with BCCI (Overseas), including without limitation the amounts referred to in this Agreement notwithstanding any bankers duty, statutory or otherwise, of confidentiality owed to the Creditor.

3. The Creditor makes no representation that the Creditor's claim will be verified as being valid, or that any Dividend Payments will be paid to the Creditor.
4. Time shall be of the essence.
5. The validity and interpretation of this Agreement and each provision or part hereof shall be governed by the laws of The Cayman Islands.
6. This Agreement shall be binding upon and to the benefit of the Creditor and the Assignee and the respective heirs, executors, successors and assigns.
7. This Agreement may be executed in counterpart which counterparts shall together constitute one Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Witness Name:

Creditor Name and Signature:

Witness Name:

Assignee Name and Signature:

I guarantee that the signature(s) above is/are the signature(s) of the Creditor(s) and Assignee.

DATED this day of , 2009.

Notary Public

[Guarantor must be a Notary Public or a person authorized to administer oaths in the country in which this assignment is executed.]