

## Instructions for Completion of Power of Attorney

1. The form of power of attorney may be used in the liquidations of any or all of:
  - (a) Bank of Credit and Commerce International (Overseas) Ltd., ("BCCI Overseas");
  - (b) Credit and Finance Corporation Limited, ("CFC");
  - (c) International Credit and Investment Corporation (Overseas) Ltd., ("ICIC Overseas").

2. The attorney you appoint may be any person who is at least 18 years old. The attorney need not be a lawyer.

3. For all joint accounts or partnership accounts, each co-depositor must provide a power of attorney.

For instance, if an account is in the name of Mr. John Smith and Mrs. Joan Smith, either Mr. and Mrs. Smith may both complete the same power of attorney or each may complete a separate power of attorney.

4. You may only appoint one person to act as attorney.

5. All signatures of donors must be witnessed by someone who is at least 18 years of age. Legal seals must be affixed beside the signature of each donor.

Where possible, the power of attorney should be completed before a notary public or, a person authorized to administer oaths in the relevant country, whose official seal is to be affixed.

6. Witness must not be the person to whom the power of attorney is given.

If you have any questions please contact Stefan DuChene at (345) 814-3312.

**BANK OF CREDIT AND COMMERCE INTERNATIONAL (OVERSEAS) LTD.  
(IN LIQUIDATION)**

**CREDIT AND FINANCE CORPORATION LIMITED (IN LIQUIDATION)**

**INTERNATIONAL CREDIT AND INVESTMENT COMPANY  
(OVERSEAS) LTD.  
(IN LIQUIDATION)**

THIS POWER OF ATTORNEY IS MADE ON this \_\_\_\_ day of \_\_\_\_\_, 200

by

\_\_\_\_\_ and  
(name of first donor)

by

\_\_\_\_\_  
(name of second donor)

by

\_\_\_\_\_  
(mailing address of first donor)

by

\_\_\_\_\_  
(mailing address of second donor)

(collectively the "Donor")

1. (a) In this Power of Attorney the singular includes the plural and the masculine includes the feminine.
- (b) The expression "the Bank" shall mean any or all of Bank of Credit and Commerce International (Overseas) Ltd. (In Liquidation), ("BCCI"), Credit & Finance Corporation Limited (In Liquidation), ("CFC") and/or International Credit and Investment Company (Overseas) Ltd. (In Liquidation), ("ICIC") each company incorporated in the Cayman Islands.
- (c) The expression "the Liquidation" shall mean the liquidation of the BCCI or CFC conducted pursuant to an Order of the Grand Court of the Cayman Islands dated 14th January, 1992, or the liquidation of ICIC conducted pursuant to an order of the Grand Court of the Cayman Islands dated 29th April, 1992.

2. The Donor appoints \_\_\_\_\_  
(name of attorney)

of \_\_\_\_\_  
(mailing address of attorney)

(the "Attorney") as his attorney, whose signature now follows:

\_\_\_\_\_  
(signature of attorney)

with full power to act in his own name to do any and all of the following on behalf of the Donor:

- (a) to execute, sign and deliver any and all deeds, documents and instruments in such form and on such terms as the Attorney, in the Attorney's absolute discretion, considers appropriate or necessary and to give any instructions or information which the Attorney, in the Attorney's absolute discretion, considers are required in connection with the making and pursuing of any claim by the Donor for recovery of any debt which the Donor claims is owed to him by the Bank (hereinafter referred to as "the Debt") and the Attorney shall, without prejudice to the generality of the foregoing, be entitled to complete any claim form whatsoever that is in the opinion of the Attorney required for this purpose;
- (b) to settle, compromise, submit to arbitration or make any court application whether in the Cayman Islands or otherwise and generally to negotiate in relation to the Debt or any part thereof;
- (c) to receive, endorse, collect or otherwise deal with any and all cheques or other forms of payment for any and all amounts which may at any time become payable to the Donor in respect of the Debt or any part thereof;
- (d) to consent on behalf of the Donor to any information provided in relation to the Debt or the Donor being made available to any part of the Bank and its local liquidators or equivalent officers or their agents or advisors and to this extent insofar as this is appropriate and/or allowed in any jurisdiction to waive any rights of banking secrecy and confidentiality that the Donor may have;

- (e) otherwise to do anything and to sign any document that is in the opinion of the Attorney necessary or incidental to the performance of any of the functions referred to above or to give full effect to any deed, document or instrument executed pursuant thereto.
- 3. The Donor warrants and confirms that the granting of this Power of Attorney is valid, binding and effective and is not contrary to the law of the country where the Donor is resident or domiciled.
- 4. The Donor undertakes to ratify all that the Attorney may do, purport to do, or cause to be done pursuant to this Power of Attorney.
- 5. By execution of the Power of Attorney the Donor undertakes to indemnify the Attorney from all actions, proceedings, losses, costs, damages, claims and demands which he may suffer or incur by reason of his exercising the powers granted to him by this Power of Attorney.
- 6. This Power of Attorney is governed by and shall be construed in accordance with the laws of the Cayman Islands, to the non-exclusive jurisdiction of whose courts the Donor and the Attorney hereby submit.

IN WITNESS WHEREOF this document has been executed as a Deed by the Donor, on the day and year first above written.

SIGNED, SEALED and DELIVERED AS A )  
DEED by the Donor in the presence of )

) \_\_\_\_\_  
 ) (signature of first donor)  
 )  
 )  
 ) \_\_\_\_\_  
 ) (signature of second donor)

\_\_\_\_\_  
(signature of witness to first donor)

Full Name of Witness:  
Mailing Address of Witness:

\_\_\_\_\_  
(signature of witness to second donor)

Full Name of Witness:  
Mailing Address of Witness: