

**POWER OF ATTORNEY**

**(For Use by a UK Company Submitting Claims in the Liquidation of  
Bank of Credit & Commerce International SA (In Liquidation))**

Account Numbers covered by this Power of Attorney:

- 1. ....
- 2. ....
- 3. ....
- 4. ....

**THIS POWER OF ATTORNEY** is made on: .....  
*(Insert Date (day, month and year))*

by: .....  
*(Insert Company's name)*

of .....  
*(Insert Company's address)*

.....  
.....

(the "Company")

- 1. (a) In this Power of Attorney the singular includes the plural and the masculine includes the feminine.
- (b) The expression "BCCI" shall mean Bank of Credit and Commerce International S.A. (in liquidation) a company incorporated in Luxembourg.
- (c) The expression "the Liquidation" shall mean the liquidation of BCCI being conducted pursuant to an Order of the District Court of the Grand Duchy of Luxembourg dated 3<sup>rd</sup> January 1992 and/or an order of the High Court of Justice in London dated 14<sup>th</sup> January 1992 and/or an Order of the High Court of Justice in the Isle of Man made on 15<sup>th</sup> January 1992.
- (d) For the avoidance of doubt, the expression "the United Kingdom" shall include the Isle of Man.

2. **The Company** appoints .....  
*(Insert Attorney's name. Appoint one person only to act as Attorney)*

of .....  
*(Insert Attorney's address)*

.....  
.....

(the "Attorney")

(a copy of the Attorney's passport is attached)  
as his attorney whose signature now follows:

.....  
*(Attorney's usual signature)*

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

- (a) to execute, sign and deliver any and all deeds, documents, (including, without limitation proofs of debt, address confirmation forms and payment instruction forms) and all other instruments or documents 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 relating to the making and pursuing of any claim in the Liquidation by the Company for the recovery of any debt which the Company claims is owed to him by BCCI (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 provide an address for service and take effective receipt of all notifications, correspondence, letters and mails to be sent by BCCI in relation to the Debt, including claims rejection letters;
  - (c) to settle, compromise, submit or agree to arbitration, mediation or any other alternative dispute resolution process, and/or to make and conduct any court application and/or process whether in Luxembourg, the United Kingdom or otherwise and generally to negotiate in relation to the Debt or any part thereof;
  - (d) to receive, endorse, collect or otherwise deal with any and all cheques or other forms of payment of any and all amounts which may at any time become payable to the Company in respect of the Debt or any part thereof;
  - (e) to consent on behalf of the Company to any information provided in relation to the Debt or the Company being made available to any part of BCCI (or the group of companies in which BCCI is a subsidiary) and its local liquidators or equivalent officers or any of 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 Company may have;
  - (f) 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 Company 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 Company is resident or domiciled.
  4. The Company undertakes (if requested) 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 this Power of Attorney the Company 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 shall come into force at 12.01 am (London time) on 1 January 2008.
  7. This Power of Attorney shall continue in full force and effect until the occurrence of one of the following events:
    - (a) written notice of termination by the Attorney (in the form attached) is received by BCCI;
    - (b) the death of the Attorney;
    - (c) written notice of termination by the Company (in the form attached) is received by BCCI; or
    - (d) the dissolution of the Company.

Notwithstanding termination of this Power of Attorney in the event of the Company's dissolution, the Attorney shall be obliged to notify BCCI of the Company's dissolution.

Notwithstanding termination of this Power of Attorney in the event of the Attorney's death, the Company shall be obliged to notify BCCI of the Attorney's death.

8. The Company has herein given the Attorney power to collect dividend payments in relation to the Debt. Should the Company wish to give notice to BCCI that it **DOES NOT WANT** any dividend cheque(s) or payments to be made payable to the Attorney, then it shall inform BCCI accordingly by formal written notice to the Liquidators.
9. Notices to be given for the purposes of or pursuant to this Power of Attorney shall be delivered to BCCI at 5<sup>th</sup> Floor, Athene Place, 66 Shoe Lane, London EC4A 3BQ, UK or such other address as subsequently notified to the Attorney by the liquidators of BCCI appointed in the English liquidation.
10. This Power of Attorney shall be construed in accordance with the laws of England, to the jurisdiction of whose courts the Company of this Power and the said Attorney hereby submit.

**IN WITNESS WHEREOF** this document has been executed as a Deed and is intended to be and is hereby delivered.

**SIGNED AND DELIVERED**

as a Deed by the Company acting by two directors or one director and the secretary:

.....  
Director (*Director's signature*)  
(a copy of the passport of the Director attached)

.....  
Director/Secretary (*the signature of another Director or the Secretary of the Company. Delete as appropriate*)  
(a copy of the passport of the Director or Secretary attached)



Company Seal as appropriate