

**BETWEEN: BANK OF CREDIT AND COMMERCE
INTERNATIONAL (OVERSEAS) LTD.
(In Liquidation)**

PLAINTIFF

**AND: HABIB BANK LIMITED
(A company incorporated in Pakistan)**

DEFENDANT

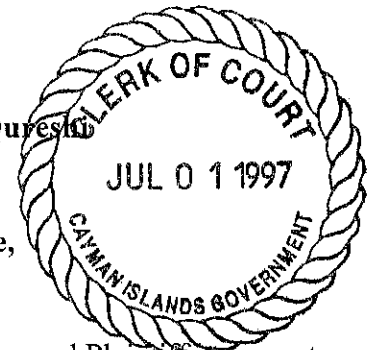
WRIT OF SUMMONS

**TO: Habib Bank Limited
Head Office
15, Habib Bank Plaza
11 Chundrigar Road
Karachi, Pakistan 75650**

**AND: Habib Bank Limited
c/o Habib Bank Zurich Limited
c/o Caledonian Bank & Trust Limited
P.O. Box 1043, GT
Grand Cayman
Cayman Islands**

**AND : Habib Bank Limited
Granite House,
97 Cannon Street
London EC4N 5AD
U.K.**

**AND: c/o Mr Saghir A. Qureshi
Flat 16
Third Floor
100 Lancaster Gate,
London W2**



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days (or such longer period as the Court may specify in granting leave to effect service out of the jurisdiction) after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 1st day of July 1997

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

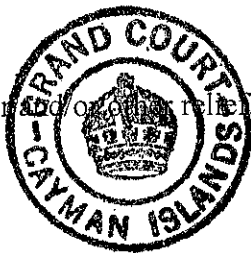
IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.



The Plaintiff's claim is for:-

1. Monies owed by the Defendant to the Plaintiff in respect of BCC Visa Travellers Cheques issued by the Plaintiff to the Defendant pursuant to, inter alia, Agreements dated January 28, 1985 and February 25, 1985 and which are to date unaccounted for by the Defendant.
2. Monies owed by the Defendant to the Plaintiff in connection with the provision by the Plaintiff's Karachi Branch of Foreign Documentary Bills ("FDB") to the Defendant's New York Branch by way of confirming a Letter of Credit issued by the Defendant (reference FDB No. 21020) and which sum the Defendant has failed to reimburse to the Plaintiff at the date hereof.
3. Monies owed by the Defendant to the Plaintiff in connection with the provision by the Plaintiff's Seoul Branch of FDB's to the Defendant by way of confirming certain Letters of Credit issued by the Defendant on or about June 13 and 23, 1991 (reference FDB No.'s SL-13416Y, SL-13417Y, SL-13668H) and further Letters of Credit issued by the Defendant on or about July 2 and 5, 1991 (reference FDB No.'s SL-13853A, SL-13947A, SL-13950A, SL-13956Y), and which sums the Defendant has failed to reimburse to the Plaintiff at the date hereof.
4. Further and/or alternatively, an order that the Defendant do provide the Plaintiff with replacement banker's drafts for any drafts previously issued by the Defendant in respect of its liabilities arising out of the sale of Travellers Cheques herein.
5. Interest on any United States Dollar sums due pursuant to the Judgment Debts (Rates of Interest) Rules 1995 r.4(a) at a rate of 8 3/8% per annum for the period July 5, 1991 to January 31, 1996 and at a rate of 7 3/8% per annum from February 1, 1996; and interest on any United Kingdom Pounds Sterling sums due at the rate of 9% per annum for the period July 5, 1991 to January 31, 1996 and at a rate of 8 3/8% from February 1, 1996; alternatively at such rates and for such periods as the Court shall deem just.
6. Further and/or alternatively, all necessary accounts and inquiries in respect of the Travellers Cheques issued by the Plaintiff and in respect of the FDB's provided by the Plaintiff.
7. All and any Declarations as to what sums are held on trust by the Defendant for the Plaintiff; alternatively are owed by the Defendant to the Plaintiff in respect of the above.
8. Costs.
9. Further and/or alternatively, an order that the Defendant do provide the Plaintiff with replacement banker's drafts for any drafts previously issued by the Defendant in respect of its liabilities arising out of the sale of Travellers Cheques herein.



Kuntel & Hunter
Hunter & Hunter
Attorneys for the Plaintiff

CLERK OF COURT
JUL 01 1997
CAYMAN ISLANDS GOVERNMENT

THIS WRIT was issued by Hunter & Hunter, the Attorneys for the Plaintiff whose address for service is P.O. Box 190G, The Huntlaw Building, George Town, Grand Cayman (Ref: MJ/Z01371/writ)