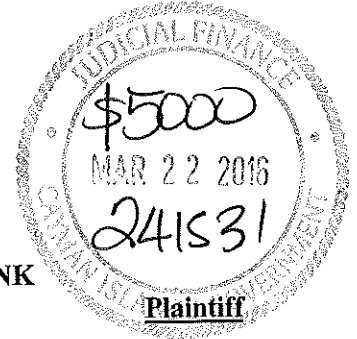


CAUSE NO ^{FSD0035} OF 2016

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

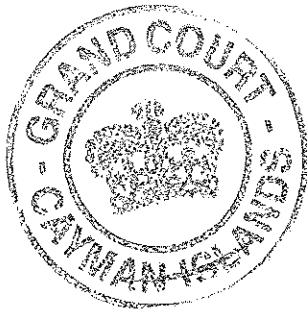


BETWEEN:

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

- and -

AHMAD HAMAD ALGOSAIBI & BROTHERS COMPANY



WRIT OF SUMMONS

TO AHMAD HAMAD ALGOSAIBI & BROTHERS COMPANY of no. 8 Pepsi Street, Al-Khobar, Kingdom of Saudi Arabia

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 9 Quai du Président Paul Doumer, 92920 Paris, La Defense Cedex, France in respect of the claim set out on the next page.

Within 14 days 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 day of March 2016

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.

STATEMENT OF CLAIM

1. The Plaintiff is a limited company incorporated under the laws of France with its principal place of business at 9 Quai du Président Paul Doumer, 92920 Paris, La Defense Cedex, France.
2. The Plaintiff carries on business as a bank in numerous locations, including at its London branch at 5 Appold Street, London. The Plaintiff is a member of the Crédit Agricole SA Group and specialises in capital markets, corporate and investment banking. The Plaintiff which was formerly named Calyon (but is referred to in the Dubai Court Proceedings (defined below) as Calyon Corporate Finance and Investment Bank) changed its name to Crédit Agricole Corporate and Investment Bank on 8 February 2010.
3. The Defendant is a partnership founded in the Kingdom of Saudi Arabia, with its principal place of business in Al Khobar, Saudi Arabia.
4. On 6 December 2009 the Plaintiff commenced proceedings (“Dubai Court Proceedings”) in the Dubai Commercial Court of First Instance (“Dubai Court”), under cause number 2009 Folio 1510 against the Defendant, in which the Plaintiff is referred to as Calyon Corporate Finance and Investment Bank.
5. The Dubai Court was competent to hear the case and the Defendant was subject to the jurisdiction of the Dubai Court pursuant to the terms of the agreements between the Plaintiff and Defendant, in particular in a Facility Letter dated 16 March 2008 which provides (at clause 18.1 and 18.2 of the Terms and Conditions) that:

“the parties agree that any legal action or proceedings with respect to the Facility Letter shall be subject to the non-exclusive jurisdiction of the court of Dubai, United Arab Emirates.

Nothing in this Facility Letter shall limit the right of the Bank to commence any legal action against the Borrower and/or its assets in any other jurisdiction.”
6. In the Dubai Court Proceedings the Plaintiff sought recovery of debts due to it from the Defendant pursuant to promissory notes (copies of which are attached as Appendices A, B and C respectively) in the sums of:
 - 6.1. US\$9,949,500 payable on 11 May 2009; and
 - 6.2. US\$6,684,700 payable on 03 August 2009; and


- 6.3. US\$3,109,300 payable on 15 September 2009.
7. On 10 October 2012, the Dubai Court issued an Order (“Dubai Order”) which inter alia required the Defendant to pay to the Plaintiff:
- 7.1. the sum of US\$19,743,500 or an equal amount in Dirham being AED 72,517,875.50; and
- 7.2. charges and expenses; and
- 7.3. the sum of AED 1,000 in respect of attorney fees.
8. A notarised copy of the Dubai Order is attached hereto as Appendix D.
9. The Dubai Order was made as if in the presence of the Defendant who had notice of the hearing. The Plaintiff therefore pleads that the Dubai Order was and is final and conclusive of the matters in issue between the parties to which it relates, and that the Dubai Order therefore operates as a res judicata estoppel as between the Plaintiff and the Defendant.
10. The Defendant has failed to pay to the Plaintiff any of the sums due pursuant to the Dubai Order as referred to in paragraph 7 above and such sums remain outstanding from the Defendant to the Plaintiff.
11. The Defendant is therefore indebted to the Plaintiff in the sums of US\$19,743,500 or AED 72,517,875.50, which the Plaintiff claims in this action.
12. The Plaintiff is entitled to and claims interest pursuant to statute on the sums awarded under the Dubai Order from the date hereof until judgment or sooner payment.

AND THE PLAINTIFF CLAIMS

- I. Judgment in the sum of US\$19,743,500; or
- II. Judgment in the sum of AED 72,517,875.50; and
- III. Post-judgment interest upon the sums set out in I and II above with effect from the date of judgment in these proceedings at the rate of $2\frac{3}{8}\%$ per annum and/or such other rate then prevailing and/or determined by the Court in accordance with section 34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2010; and
- IV. Such further or other relief as this Honourable Court deems just; and
- V. Costs

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed (including costs and interest) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

Dated the 10th day of March 2016



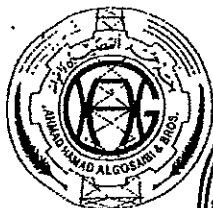
Higgs & Johnson
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: The Defendant

THIS WRIT was issued by Higgs & Johnson whose address for service is PO Box 866, George Town, Grand Cayman, KY1 – 1103 and 2nd Floor, Willow House, Cricket Square, George Town, Grand Cayman, Cayman Islands. Tel: +1 345 949 7555. Ref: JMH/502218-1.

A



AHMAD HAMAD ALGOSAIBI & BROTHERS CO.
FINANCE, DEVELOPMENT & INVESTMENT

(PAID UP CAPITAL SR 300 MILLION)

Partnership
C.R. 1439
Head Office
Al khobar

VJ

PROMISSORY NOTE

NO. : ALGME/2008/636a

Date of Issue: November 13, 2008

Amount : US\$ 9,949,500.00

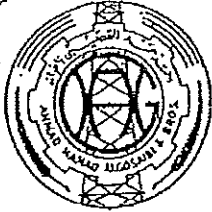
On May 11, 2009, fixed by this promissory note, We Ahmad Hamad Algosaibi & Bros. Co., Money Exchange Commission & Investment, P.O. Box 707, Al Khobar 31952, Saudi Arabia, hereby promise and undertake to pay to Credit Agricole Indocuez, Manama, Bahrain an amount of US\$ 9,949,500.00 (US\$ Nine million, nine hundred forty nine thousand and five hundred only)

The payment under this promissory note will be clear our liability against Bill of Exchange No: AHA448/CAID08 dated 18th November 2008 for US\$ 9,949,500.00 (US\$ Nine million, nine hundred forty nine thousand and five hundred only)

All reference to time herein shall be construed by reference to the Gregorian calendar. We hereby waive presentment, demand of payment, protest and notice of non payment and of protest and any and all other notices and demands whatsoever.

For and on behalf of
Ahmad Hamad Algosaibi & Bros Co.
Finance, Development & Investment

B



AHMAD HAMAD ALGOSAIBI & BROTHERS CO.
FINANCE , DEVELOPMENT & INVESTMENT

(PAID UP CAPITAL SR 300 MILLION)

Partnership
C. R. 1439
Head Office
Alkhobar

179

PROMISSORY NOTE

NO : AGLFD/2009/0001

Date of Issue: 4th February 2009

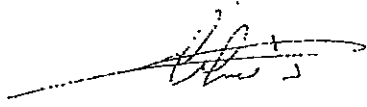
Amount : US\$ 6,684,700.00



On August 03, 2009, fixed by this promissory note, We Ahmad Hamad Algosaibi & Bros. Co., Finance, Development & Investment, P.O. Box 707, Al Khobar 31952, Saudi Arabia, hereby promise and undertake to pay to Credit Agricole Indocuez, Manama, Bahrain an amount of US\$ 6,684,700.00 (US\$ Six Million, Six Hundred Eighty Four Thousand and Seven Hundred Only)

The payment under this promissory note will be clear our liability against Bill of Exchange No: AHA050/CAID09 dated 4th February 2009 for US\$ 6,684,700.00 (US\$ Six Million, Six Hundred Eighty Four Thousand and Seven Hundred Only)

All reference to time herein shall be construed by reference to the Gregorian calendar. We hereby waive presentment, demand of payment, protest and notice of non payment and of protest and any and all other notices and demands whatsoever.


For and on behalf of
Ahmad Hamad Algosaibi & Bros Co.
Finance, Development & Investment

C



AHMAD HAMAD ALGOSAIBI & BROTHERS CO.
FINANCE, DEVELOPMENT & INVESTMENT

(PAID UP CAPITAL SR 300 MILLION)

Partnership
C. R. 1439
Head Office
Alkhubar

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PROMISSORY NOTE

NO : AGLFD/2009/0002

Date of Issue: 19th March 2009


Amount : US\$ 3,109,300.00



On 15th September 2009, fixed by this promissory note, We Ahmad Hamad Algosaibi & Bros. Co., Finance, Development & Investment, P.O. Box 707, Al Khobar 31952, Saudi Arabia, hereby promise and undertake to pay to Credit Agricole Indocuez, Manama, Bahrain an amount of US\$ 3,109,300.00 (US\$ Three Million, One Hundred Nine Thousand and Three Hundred Only)

The payment under this promissory note will be clear our liability against Bill of Exchange No: AHA093/CAID09 dated 19th March 2009 for US\$ 3,109,300.00 (US\$ Three Million, One Hundred Nine Thousand and Three Hundred Only)

All reference to time herein shall be construed by reference to the Gregorian calendar. We hereby waive presentment, demand of payment, protest and notice of non payment and of protest and any and all other notices and demands whatsoever.


For and on behalf of
Ahmad Hamad Algosaibi & Bros Co.
Finance, Development & Investment

D

Dubai Courts Case No. 1510 / 2009 Commercial Full Jurisdiction

In the Name of Allah, the Most Merciful, the Most Graceful

In the name of HH Sheikh Mohammad bin Rashid Al Maktoum, Ruler of Dubai

The Court of First Instance

In the public session held on Wednesday, 10/10/2012 at the Courthouse of
Dubai Court of First Instance;

Presided by Mr. Khalil Mohamed Ali, Judge

Membership of Ms. Sheikha Hamad Al Ghafly, Judge

& Mr. Ahmed Fathy Qerma, Judge

In Presence of Mr. Nasser Abdulla Al Abdouly Secretary

In Lawsuit No. 1510 of 2009 Commercial Full Jurisdiction

Filed by: Calyon Corporate Finance and Investment Bank

Against: Ahmad Hamad Algosaibi and Brothers. Co

The court has rendered the following judgment:

Having reviewed the papers, heard the oral pleadings and after
deliberation;

Whereas the facts of the lawsuit are summarized, as apparent from the
documents and papers of the lawsuit, in that the Plaintiff Bank has applied
to the Judge so as to issue an order obliging the Defendant to pay a sum of



USD 19743500 or its equal amount in Dirham being AED 72,517,875,50 with the obligation of the Defendant to pay the charges, expenses and attorney fees.

The Plaintiff explained the lawsuit thereof by stating that it is a commercial bank carrying out banking activity and the Defendant is a commercial company which is headquartered in the Kingdom of Saudi Arabia. The Defendant failed to settle the promissory note that was issued as a bond against the bill of exchange that was drawn at the same and was guaranteed by the Plaintiff in consideration of a total amount of USD 9949500 under the current facilities contract that is payable on 11/05/2009. Further, the Defendant failed to fulfill the value of the promissory note that was issued as a bond against the bill of exchange that was drawn at the same and was guaranteed by the Plaintiff in consideration of a total amount of AED 6684700 under the current facilities contract that is payable on 09 / 09 / 2009. Further, the Defendant failed to fulfill the value of the promissory note that was issued as a bond against the bill of exchange that was drawn at the same and was guaranteed by the Plaintiff in consideration of a total amount of AED 3109300 under the current facilities contract that is payable on 15 / 09 / 2009. The Plaintiff has notified the



Defendant under the letter dated 15 / 11 / 2009; however, the Defendant ceased to pay. The Plaintiff upheld the claims thereof with a summary statement that included : 1 - The original of the promissory notes, subject of the lawsuit, with the translation, and signed by a signature attributed to the Defendant; and 2 - A photo copy of the notice.

Whereas the Judge has ordered on 05 / 03 / 2009 the dismissal of the order and scheduled a session for hearing the subject; and whereas the Defendant was notified with the order of the dismissal and the claims;

And whereas the lawsuit has been deliberated in the sessions as apparent from the minutes thereof; and whereas the Plaintiff has attended through an advocate and the Defendant did not appear; and at the session held on 23 / 01 / 2012, the court delegated the banking expert as an expert in the lawsuit in order to investigate the matter in light of the task assigned to him;

Whereas, in fulfillment of such judgment, the expert has lodged the report thereof under which he concluded that the Defendant Ahmad Ahmad Algozaibi Co. has obtained credit facilities from the Plaintiff in accordance with the letter of facilities signed between them on 21 / 11 / 2006 and a memorandum for confirming the continuation in granting the facilities



granted to the Defendant on 16 / 03 / 2008, and that a payable sum of USD 7866753622 balanced from the Defendant, and that such amounts resulted from the Defendant's use of such facilities related to the deduction of the promissory notes in the issuance of promissory notes for the payment of the commercial transactions to the beneficiaries being D N D Limited Company based on the application / request of the Defendant in consideration of the Defendant's issuance of promissory notes to the Plaintiff as a promise for payment on their due dates. Such promissory notes are three with a total amount of USD 19743500 which is the amount subject of the claim.

Whereas at the pleading conclusive session, the attorney of the Plaintiff appeared and requested setting the lawsuit for adjudication, and whereas the Defendant did not appear, the court decided to render its judgment at today's session; and whereas the Defendant did not appear through a representative or advocate; and whereas the Defendant did not submit a memorandum of defence; hence, the judgment becomes rendered as if in presence of the Defendant in operation of the provision of Article NO 53 / 1 of the Civil Procedures Law.



With regard to the subject of the lawsuit, whereas the facts of the lawsuit are as above mentioned,

it is legally established as per the judgment of the Court of Cassation that the banking facilities contract is an agreement between the bank and his customer in which the bank undertakes to place a certain amount (subject of these facilities) under disposition of his customer for a certain period in consideration of the customer's obligation to pay the agreed interest and commission and if these facilities are coupled with current account with the bank, the rights and obligations arising out of or in connection therewith shall hereby convert to entries in the account that are being decreased between them where the final balance, when closing the account, shall be debt to be paid and settled to the Bank. Further, it is not necessary for entering into the current account contract that offer and acceptance are in one deed and expression of statement shall not be only through the signature but it shall be sought help from what the bank has insisted on or what it has executed even if the bank has let the customer to operate the current account and obtain overdraft facilities for the customer. (28/11/2004 in Contestation NO 98 / 2004 and Contestation NO 152 / 2004 Commercial Contestation)



Further, the banking facilities contracts are of the mutual consent contracts which conclusion does not require certain draft; rather, it is sufficient for the conclusion of such contracts and the enforceability thereof that the will of the bank meets the will of the client in a manner that proves the impact thereof in the subject of the contract, which shall result in the obligation of each of them to fulfill what it is obliged to do towards the other (Contestation NO 355 of 2000 – Rights Contestation – 04 / 02 / 2001)

Further, it established also that the banking facilities granted by the bank to the customer holding the current account and customer's acceptance of these facilities by using the same and withdraw amounts therefrom shall lead to the customer's obligation to settle the indebtedness resulted from this account to the bank. (Contestation No. 32 of 1991, session of 10/8/1991 – Issue Page NO 458)

Furthermore, it is established under the judgments of the court of cassation that if the account does not have a specific period, each of the parties thereto is entitled to terminate the account provided that doing so shall be at a proper timing and in accordance with the applicable banking norms; i.e. the closure of the account may be implicit and concluded from the will of the parties without the need to notify one of the parties of the intent



thereof to do so unless it was agreed on such notice; and that the trial judge is the judge who concludes the intent of the parties for the closure of the account and the date thereof once the judge established the judgment thereof on grounds that are originated from the papers and that are sufficient for the rendering of the judgment; and the trial judge is entitled to infer the closure of the account in case the bank opens banking facilities for the client from the circumstances and presumptions or from the suspension of the withdrawal and deposit for a long period, and then the account movement becomes limited to the mere withdrawal of the interests without making any new transactions so that it loses the ability thereof to receive new mutual payments since such date; hence, this becomes a presumption that that the account was closed on such date (the Precedent NO 29 published in Issue NO 12 of 2001 – Page NO 195 – Contestation NO 15 of 2001 – the session held on 25 / 02 / 2001)

Whereas it established also in accordance with the provision of the First Article of the Law of Evidence that both litigants to the lawsuit shall assume the burden of proving what is alleged by each of them and the origin is innocence of the custody and its being indebted is incidental and



burden of proving what is contrary to the original shall be assumed by whoever alleges the same whether it is a Plaintiff or Defendant.

(Contestation NO 20 / 23 / 1997, Rights Contestation, session of 8/6/1997)

Whereas it is legally established, and as applicable under the judgments of the court of cassation, that the trial court has the absolute power to conclude and understand the facts of the lawsuit, estimate and examine the evidences and documents submitted to the trial court properly and to infer the presumptions and evidences, to weigh between them and to account on what it is assured of and to set aside otherwise; where is the pure right, and where is the pure wrong; the claimed right may be per se vivid, but it does not fade away; since not revealing the right results from keeping such right hidden. Such evidences include the report of the expert on the consideration that it is of the elements of evidence in the lawsuit; thus, the court may count on such report once it is assured of and once it is assured of the soundness and validity of the bases on which the report is based, and once the report is consistent with the facts evident in the lawsuit, and once the trial court based the judgment thereof on grounds that are originated from the papers and result in the conclusion drawn by the court. Further, the trial court is not obliged to specifically reply to the objections



of the litigant party to the report of the expert or to reply to the documents submitted by the litigant parties or to return the task to the expert or to discuss each illegal presumption which they express; and is not obliged to follow them as for their different statements and arguments or to independently reply to each of them; since the trial court's reliance on the same implies that the court did not find any of the objections worth to be replied to with more than what is mentioned in the report (Contestation NO 14 of 2008 – Commercial Contestation – the session held on 11/03/2008)

Therefore, and whereas it is evident to this court from the report of the expert delegated in the lawsuit, of which the court is assured, which the court relied on based on the grounds thereof as basis for its judgment as it is assured of the sufficiency of its investigations and the soundness of the bases on which the expert based the opinion thereof, and as the court is assured of the consistency of the conclusions drawn by the expert, that it is evident from the report of the banking expert, attached to the papers, that the Defendant did not pay the amounts payable from it to the Plaintiff; therefore, the Defendant owes the Plaintiff the value of the amount mentioned in the report of the expert. Moreover, this being the case and whereas the facts of the lawsuit, as evident from the credit facilities



contract and the attachments thereof, subject of the lawsuit, concluded between the parties on 21 / 11 / 2006, under which the Defendant Company is licensed to obtain credit facilities from the Plaintiff Bank in the form of short term loans and the deduction of the bills of exchange and the letters of credit and the other forms of credit facilities in consideration of the bank's receipt of the interest agreed upon under the contract; and as a result of the Defendant's receipt of such facilities, the Defendant owed a sum of USD 19743500 or its equal amount in Dirham; and whereas the Defendant did not appear upon the hearing of the lawsuit before this court, though the Defendant was legally notified to defend with any pleading or defence that may undermine the evidences of the lawsuit; hence, the lawsuit of the Plaintiff Bank is upheld with the conclusive evidences and presumptions and is consistent with the facts and the law; therefore, the court rules with the obligation of the Defendant to pay the Plaintiff Bank a sum of USD 19743500 or an equal amount in Dirham being AED 7251787550.

With regard to the expenses including the attorney fees, the Defendant shall pay the expenses as it lost the lawsuit in operation of the provision of Article NO 133 / 1 / 2 and 135 of the Civil Procedures Law.



Therefore,

The court as if in presence obliges the Defendant to pay the Plaintiff Bank a sum of USD 19743500 (Only Nineteen Thousand Seven Hundred Forty Three USA dollar and five hundred cents) or an equal amount in Dirham being AED 7251787550, and to pay the charges, expenses and a sum of one thousand dirham as attorney fees.

Secretary

Circuit President

Signed

Signed

Seal of Dubai Courts - The Executive Formula

Attested by the Ministry of Foreign Affairs of United Arab Emirates under No. 4184787 dated 25/10/2015



In accordance with the provision of Article NO 137 of the Civil Procedures Law, the material error made by me in writing the amount in letters shall be corrected to become Nineteen Million Seven Hundred Forty Three USA Dollar and Five Hundred Cents instead of Nineteen Thousand Seven Hundred Forty Three USA dollar and five hundred cents.

Secretary

Circuit President

Signed

Signed

Seal of Dubai Courts

Attested by the Ministry of Foreign Affairs of United Arab Emirates under No. 4184786 dated 25/10/2015



The United Arab Emirates
Ministry of Justice

16 / 2341 / 1 / 4 / 3

The 18th of Rabi Al Akhir of 1435 AH

The 18th of February of 2014 CE

HE Mohamed Ahmed Al Obaidly

The respectable

Director of Cases Services Department – Dubai Courts

May Mercy and Blessings of Allah Be upon You,

We present to you the kindest of greetings,

The Subject: Notification to Messrs. Ahmad Hamad Algozaibi Co.

With reference to your letter NO 3095 / 2014 dated the 9th of January 2014 concerning the above mentioned subject,

We return to you the judicial papers related to the above mentioned persons having made the necessary actions as mentioned in the attached papers submitted to us among the letter of the Ministry of Foreign Affairs NO M P / U T / U T C / 6 / 4 / 1 / 2287 dated 13 February 2014 CE.

With all due respect and appreciation,

Judge \ Abdel Rahman Murad Al Belooshi

International Cooperation Department Director

Signed

Seal of Dubai Courts – Department of Commercial Cases – Date: 24 / 02 / 2014

Enclosures:

- The above mentioned papers

Seal of Dubai Courts – Archive Department

*Attested by the Ministry of Foreign Affairs of United Arab Emirates under
No. 4184785 dated 25/10/2015*



The United Arab Emirates
Ministry of Foreign Affairs
Department of Foreign Nationals Affairs

NO. : NO MP / UT / UTC / 6 / 4 / 1 / 2287

Date: the 12th of Rabi Al Thani of 1435 AH

Corresponding to : the 13th of February of 2014 CE

HE \ International Cooperation Department Director

The respectable

The Ministry of Justice

May Mercy and Blessings of Allah Be upon You,

With reference to your letter NO 17 / 16 dated 23 / 01 / 2014 CE concerning the judicial papers related to the application for notifying Messrs. Ahmad Hamad Algozaibi Co.,

We return to you the above mentioned papers submitted to us with the letter of the Embassy of the State in Riyadh NO 270 dated 09 / 02 / 2014 CE after taking the necessary actions.

With all due respect and appreciation,

Hanan Khalfan Al Madhany

Director of Department of Foreign Nationals Affairs

Signed

Seal of the United Arab Emirates - the Ministry of Foreign Affairs -
Department of Foreign Nationals Affairs

Seal of Dubai Courts – Archive Department

*Attested by the Ministry of Foreign Affairs of United Arab Emirates under
No. 4184784 dated 25/10/2015*



Government of Dubai

Dubai Courts

Date: illegible

NO: 71864 / 2013

Application for Notifying the Judgment Debtor with the Judgment

Lawsuit NO: 1510 / 2009 Full Jurisdiction Registered on 06/12/ 2009
Commercial

Heard at The Sixth Full Jurisdiction Commercial Circuit NO 46

The subject of the lawsuit Claim for the obligation of the Defendant to pay a sum of USD 19,743,500 equal to AED 72,517,875,50 with the charges, expenses and attorney fees

The Plaintiff Calyon Corporate Finance and Investment Bank
Emirate of Dubai – by proxy of Advocate \ Hamad Al Muhairi

The Defendant Ahmad Hamad Algosaibi and Brothers Co.

The address: Saudi Arabia – Al Khubbar 31952

The party to be notified Ahmad Hamad Algosaibi and Brothers Co.

Capacity The Defendant

The address: Saudi Arabia – Al Khobar 31952

Subject of the notice Whereas the court has rendered its judgment in the above



mentioned lawsuit dated 10 / 10 / 2012, I plead you to notify the judgment debtor of the judgment rendered against the judgment debtor as if in presence.

Attachments: photo copy of the judgment

Prepared by Mohamed Saif Al Khusaiby

The Notification Applicant

It is on this day corresponding to / / at
at , I, the process server at the court, moved to notify the
party to be notified :

Signature affixed – 14 / 02 / 1435

17 / 12 / 2013

I received a full copy of the judgment

Signature or thump fingerprint of recipient

Seal of Dubai Courts

Attested by the Ministry of Foreign Affairs of United Arab Emirates under

No. 4184783 dated 25/10/2015



Government of Dubai

Dubai Courts

Application for Notification outside the Emirate inside the State

Application NO 36084 / 2014

Date: 19 / 02 / 2014

Case NO: 1510 / 2009 Full Jurisdiction Commercial

Circuit: The Sixth Full Jurisdiction Commercial Circuit NO 46

Applicant: Advocate \ Hamad Mohamed Kadfoor Abdullah Al Muhairi

Capacity in Case: Advocate for Calyon Corporate Finance and Investment Bank

The subject: Application for Notification outside the State

Whereas we have previously submitted an Application for Notification outside the State on 17 / 11 / 2013 and no decision was made so far, and whereas the domicile of the party to be notified \ Ahmad Hamad Algozaibi and Brothers Co., in its capacity as the judgment debtor, is situated outside the jurisdiction of the court; therefore, the Applicant pleads the honorable court to address the competent authority to notify the judgment debtor outside the State through the diplomatic means at the address thereof \ Kingdom of Saudi Arabia- Al Khobar 31952 at which the judgment debtor was notified outside the State during the deliberation of the case, and to



permit us to receive the letter by hand so as to make the notification
(attached herewith a photo copy of the date of the previous application, i.e.
17 / 11 / 2013)

Signature of Applicant

Signed

Seal affixed

H E the Judge

*Handwriting: there is a previous permission for notification with the judgment
dated 21 / 08 / 2013; however, no one appeared to receive the notice.*

Kindly be informed

Signature of the Judge

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Seal of Dubai Courts – Archive Department

*Attested by the Ministry of Foreign Affairs of United Arab Emirates under
No. 4184782 dated 25/10/2015*



بسم الله الرحمن الرحيم

باسم صاحب السمو الشيخ محمد بن راشد آل مكتوم حاكم دبي

المحكمة الابتدائية

بالجلسة العلنية المنعقدة يوم الأربعاء ١٠-١٠-٢٠١٢ بمقر المحكمة الابتدائية بدبي

القاضي المحكمة	برئاسة السيد/ خليل محمد علي
القاضي بالمحكمة	وعضوية السيد/ شيخة حمد الغفلي
القاضي بالمحكمة	السيد/ احمد فتحي قرمه
أمين السر	وبحضور السيد/ ناصر عبدالله العبدولي

في الدعوى رقم ١٥١٠ لسنة ٢٠٠٩ تجاري كلي

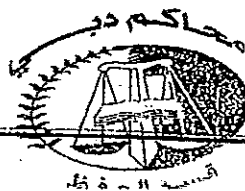
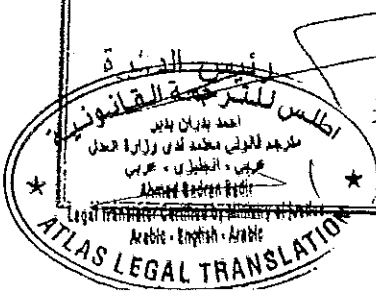
المرفوعة من : كاليون بنك تمويل الشركات والإستثمار

ضد : شركة أحمد حمد القصيبي واخوانه

أصدرت الحكم التالي

بعد الاطلاع على الأوراق وسماع المرافعة الشفوية و المداولة قانونا،
وحيث أن وقائع الدعوى تخلص حسبما يبين من مستنداتها واوراقها في
أن البنك المدعى تقدم بطلب إلى السيد القاضي بغية استصدار امر بإلزام المدعى
عليها باداء مبلغ وقدره ١٩٧٤٣٥٠٠ درهم امريكي وما يعادله بالدرهم الاماراتي
٧٢,٥١٧,٨٧٥.٥٠ درهم مع إلزامها بالرسوم والمصاريف ومقابل اتعاب المحاماة

أمين السر

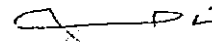


وقال شرحا لطلبه ان المدعى مصرف تجاري يمارس نشاط مصرفي والمدعى عليها شركة تجارية مركزها الرئيسي المملكة العربية السعودية وقد تخلفت المدعى عليها عن تسوية السند الاذني الذي تم تحريره كسند مالي مقابل الكمبيالة المسحوبة عليها وكفل بواسطة المدعى بمبلغ اجمالي وقدره ٩٩٤٩٥٠٠ دولار بموجب عقد التسهيلات الحالي والمستحقة الدفع بتاريخ ١١-٥-٢٠٠٩ كما تخلفت المدعى عليها ايضا في الوفاء بقيمة السند الاذني والذي تم تحريره كسند مالي مقابل الكمبيالة المسحوبة عليها وكفل بواسطة المدعى بمبلغ اجمالي وقدره ٦٦٨٤٧٠٠ درهم بموجب عقد التسهيلات الحالي والمستحقة الدفع بتاريخ ٩-٩-٢٠٠٩ كما تخلفت المدعى عليها ايضا في الوفاء بقيمة السند الاذني والذي تم تحريره كسند مالي مقابل الكمبيالة المسحوبة عليها وكفل بواسطة المدعى بمبلغ اجمالي وقدره ٣١٠٩٣٠٠ درهم بموجب عقد التسهيلات الحالي والمستحقة الدفع بتاريخ ١٥-٩-٢٠٠٩ وقد قام المدع باخطار المدعى عليها بموجب الخطاب المؤرخ ١٥-١١-٢٠٠٩ الا انها امتنعت عن السداد وساند طلبه بحافظه مستندات طويت على ١- اصل السندات الاذنية موضوع الدعوى مع الترجمة مذيله بتوقيع منسوب للمدعى عليها ٢- صورة من الاخطار وحيث امر السيد القاضي بتاريخ ٥-٣-٢٠٠٩ برفض الأمر وتحديد جلسة لنظر الموضوع واذ أعلنت المدعى عليها بأمر الرفض وبالطلبات.

وحيث تداولت الدعوى بالجلسات على النحو المبين بمحاضرها وفيه حضر المدعى بوكيل عنه ولم تحضر المدعى عليها ويجلسة ٢٣-١-٢٠١٢ قضت المحكمة بنذب الخبير المصرفي خبيرا في الدعوى لبحثها على ضوء المأمورية الموكولة اليه

وحيث انه نفاذا لهذا القضاء فقد اودع الخبير تقريرة الذي انتهى الى نتيجة مؤداها ان المدعى عليها شركه احمد احمد القصيبي قد حصلت على تسهيلات ائتمانية من المدعى وفق اتفاق خطاب التسهيل الموقع بينهما في ٢١-١١-٢٠٠٦ ومذكرة

أمين السر




رئيس الدائرة

المترجم للترجمة القانونية

احمد بهران بهار

مترجم قانوني معتمد لدى وزارة العدل

عربي - انجليزي - عربي

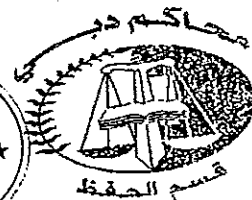
Ahmed Bahran Behar

التأكيد لاستمرار منح التسهيلات الممنوحة للمدعى عليها في ١٦-٣-٢٠٠٨ وقد ترصد في ذمتها مبالغ مستحقة السداد وقدرها مبلغ ٧٨٦٦٧٥٣٦٢٢٢ دولار وان هذه المبالغ نتيجة الاستخدام المدعى عليها لهذه التسهيلات الخاصة بخصم الكمبيالات، في اصدار كمبيالات لسداد التعاملات التجارية للجهات المستفيدة وهي شركة دي اند دي المحدودة بناء على طلب المدعى عليها مقابل اصدار المدعى عليها لسندات اذنيه لصالح المدعى كوعد بالسداد في مواعيد استحقاقها وعدد هذه السندات ثلاثة باجمالي مبلغ ١٩٧٤٣٥٠٠ دولار امريكي وهو المبلغ محل المطالبة

وحيث انه بجلسه ختام المرافعة مثل وكيل المدعى والتمس حجز الدعوى للحكم ولم تمثل المدعى عليها فقررت المحكمة اصدار حكمها جلسه اليوم. وحيث أن المدعى عليها لم تحضر بممثل او بوكيل عنها ولم تقدم مذكره بدفاعها فمن ثم يضحى الحكم بمثابة الحضورى بالنسبة لها عملا بنص المادة ٥٣ / ١ من قانون الإجراءات المدنية.

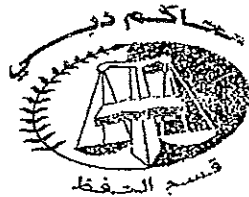
وحيث انه عن موضوع الدعوى فانه ومتى استقامت وقائعها على النحو المبسوط انفا واستوت على سوقها فانه من المقرر قانونا وعلى ما جرى به قضاء التمييز أن عقد التسهيلات المصرفية هو اتفاق بين البنك وعميله يتعهد فيه البنك بأن يضع مبلغا معيناً - موضوع تلك التسهيلات - تحت تصرف عميله خلال مدة معينة مقابل التزام العميل بأداء الفائدة والعمولة المتفق عليها وانه إذا اقترنت تلك التسهيلات بحساب جار لدى البنك فإن الحقوق والالتزامات الناشئة عنها تتحول بموجبه إلى قيود في الحساب تتناقض فيما بينها بحيث يكون الرصيد النهائي عند اغلاق الحساب ديناً مستحق الأداء للبنك ، وانه لا يشترط لإبرام عقد الحساب الجاري أن يكون الايجاب والقبول في محرر واحد وأن التعبير عن القبول لا يكون بالتوقيع وحده بل يجوز ان يستفاد من تمسك البنك به أو بتنفيذه كما إذا قام البنك بالسماح للعميل بتشغيل الحساب الجاري والحصول على تسهيلات على المكشوف للعميل بالفعل (٢٨-١١-٢٠٠٤ في

رئيس المحكمة



أمين السر

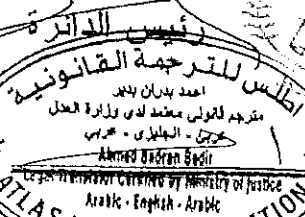
الطعن رقم ٩٨ / ٢٠٠٤ طعن تجاري و ١٥٢ / ٢٠٠٤ طعن تجاري) كما إن عقد التسهيلات المصرفية من العقود الرضائية التي لا يلزم لانعقادها إفراغها في شكل معين. - ولذا يكفي لانعقاد هذا العقد ونفاذه تلاقى إرادة البنك مع إرادة العميل على وجه يثبت أثره في المعقود عليه ويترتب عليه التزام كل منهما بما وجب عليه للآخر (الطعن رقم ٣٥٥ لسنة ٢٠٠٠ طعن حقوق ٤-٢-٢٠٠١) كما أن التسهيلات المصرفية التي منحها البنك للعميل صاحب الحساب الجاري وقبول الأخير هذه التسهيلات باستخدامه لها وسحب مبالغ منها يترتب عليه إلزامه بسداد ما قد يسفر عنه الحساب من مديونية للبنك (الطعن رقم ٣٢ لسنة ١٩٩١ جلسة ١٠-٨-١٩٩١ العدد ص ٤٥٨). كذلك جرى قضاء التمييز على أنه إذا لم يكن للحساب مدة معينة كان لكل من طرفيه إنهاء الحساب بشرط أن يكون ذلك في وقت لائق ومتفق مع العادات المصرفية المتبعة أي أن قفل الحساب كما يجوز صراحة أن يكون ضمناً ومستخلصاً من إرادة طرفيه بغير حاجة إلى إخطار أحد الطرفين لآخر برغبته في ذلك ما لم يتفق على هذا الإخطار وأن قاضي الموضوع هو الذي يستخلص إتجاه نية الطرفين إلى قفل الحساب وتاريخه متى أقام قضاءه على أسباب لها أصلها الثابت بالأوراق وتكفي لحمله وله أن يستشف قفل الحساب في حالة فتح البنك تسهيلات مصرفية للعميل من الظروف وقرائن الأحوال أو من توقف السحب والإيداع لمدة طويلة ثم إقتصرت حركة الحساب بعد ذلك على مجرد حساب الفوائد مع عدم إجراء عمليات جديدة بحيث يفقد قدرته على تلقي مدفوعات جديدة متبادلة منذ ذلك التاريخ فينبهض ذلك قرينة على أن الحساب قد تم قفله في هذا التاريخ (القاعدة رقم ١٩ الصادرة من العدد ١٢ سنة ٢٠٠١ رقم الصفحة ١٩٥ الطعن رقم ١٥ لسنة ٢٠٠١ جلسة ٢٥-٢-٢٠٠١) كما أنه من المقرر قانوناً ووفق نص المادة الأولى من قانون الإثبات (أن يتناوب الخصمان في الدعوى عبء الإثبات تبعاً لما يدعيه كل منهما وأن الأصل براءة الذمة وإنشغالها عارض ويقع عبء الإثبات على من يدعى ما يخالف



أمين السر

الثابت أصلاً مدعياً كان أو مدعى عليه (الطعن رقم ٢٠ / ٢٣ لسنة ١٩٩٧، طعن حقوق جلسة ٨-٦-١٩٩٧) (وحيث أنه من المقرر قانوناً وعلى ما جرى به قضاء التمييز أن لمحكمة الموضوع السلطة التامة في تحصيل فهم الواقع في الدعوى وفحص وتقدير الأدلة والمستندات المقدمة إليها تقديماً صحيحاً في يقظه وإسبصار وحول الدليل حذقاً في الأداء ولباقة في إيراد الأمر وإصداره واستنباط الأدلة والقرائن والبراهين والموازنة والترجيح بينها والأخذ بما تظمنن إليه منها وطرح ما عداها فأين الحق الذي لا يمازجة باطل وأين الباطل الذي لا يمازجة حق فقد يكون للحق المطلوب حياة في نفسه ولكنه لا يلبث أن يموت لأن قصور الأبحاث عنه تركه مختقاً تحت ترابته ومن بين تلك الأدلة تقرير الخبير بإعتباره عنصراً من عناصر الإثبات في الدعوى فللمحكمة الأخذ به متى أطمأنت إليه ورأت فيه ما يقنعها بسلامة الأسس التي أقيم عليها ويتفق مع الواقع الثابت في الدعوى متى أقامت قضائها على أسباب لها أصلها الثابت بالأوراق وتؤدي إلى النتيجة التي إنتهت إليها وهي غير ملزمة من بعد أن ترد بأسباب خاصة على كل ما أبداه الخصم من مطاعن على تقرير الخبير أو الرد على ما يقدمه الخصوم من مستندات أو إعادة المأمورية للخبير ولا بالتحدث عن كل قرينة غير قانونية يدلون بها ولا بأن تتبعهم في مختلف أقوالهم وحججهم والرد إستقلاً على كل منهما إذ في أخذها به على هذا النحو ما يدل على أنها لم تجد في تلك الإعتراضات ما يستحق الرد عليها بأكثر مما تضمنه التقرير (الطعن ١٤ لسنة ٢٠٠٨ طعن تجاري جلسة ١١-٣-٢٠٠٨) وعليه ولما كان الثابت لهذه المحكمة من تقرير الخبرة المنتدب في الدعوى والذي تظمنن إليها المحكمة وتأخذ بها محمولاً على أسبابه عمدة لقضائها لإقتناعها بكفاية أبحاثهما وسلامة الأسس التي بنى عليها رأياً والتلازم والتوافق بين النتائج التي إنتهى إليها ان الثابت من تقرير الخبير المصرفي المرفق بالاوراق قد انتهى الى ان المدعى عليها لم تسدد المبالغ المستحقة للمدعيه وبناء عليه تكون ذمه المدعى عليها مشغولة للمدعيه بقيمة المبالغ المذكورة بتقرير

أمين السر



انخير هذا فضلا عن انه ولما كان الواقع فى الدعوى والثابت من عقد التسهيلات الائتمانية وملحقاته سند الدعوى والمبرم بين الطرفين بتاريخ ٢١-١١-٢٠٠٦ والذى بموجب ترخص للشركة المدعى عليها فى الحصول على تسهيلات ائتمانية من البنك المدعى فى صورة قروض قصيرة الاجل وخصم الكمبيالات والإعتمادات المستندبة الى اخر ذلك من صور التسهيلات الائتمانية وذلك مقابل حصول البنك على الفائدة المتفق عليها بالعقد وكان نتيجة لحصول المدعى عليها على تلك التسهيلات فقد ترصد فى ذمتها مبلغ وقدره ١٩٧٤٣٥٠٠ دولار امريكى او ما يعادله بالدرهم الاماراتى وكانت المدعى عليها لم تمثل لدى نظر الدعوى امام هذه المحكمة رغم اعلانها قانونا لتدفع الدعوى بثمة دفع او دفاع ينال من ادلتها وآيات صحتها ويحضر حجيتها ويخمد جذوتها ومن ثم تكون دعوى البنك المدعى قد ناصرها البيان وصدق اليقين وقوة البرهان وأحيطت بسياج متين من الادلة والبراهين وآتت أوكلها وتبوات منزلها الصحيح من الواقع والقانون متعينا معها والحال كذلك القضاء بالزام المدعى عليها بان تؤدى للبنك المدعى مبلغ وقدره (١٩٧٤٣٥٠٠ دولار امريكى) او ما يعادلها بالدرهم الاماراتى مبلغ ٧٢٥١٧٨٧٥٥٠ درهم

وحيث أنه عن المصاريف شاملة أتعاب المحاماة فانها حقت على المدعى عليها جزاء وفاقا لخسراتها الدعوى عملا بحكم المادتين (١٣٣ / ١ / ٢) (١٣٥) من قانون الاجراءات المدنية .

فلهذه الأسباب

حكمت المحكمة : بمثابة الحضورى بالزام المدعى عليها بان تؤدى للبنك المدعى مبلغ وقدره (١٩٧٤٣٥٠٠ دولار امريكى) فقط تسعة عشر الف وسبعمائه وثلاثة واربعون دولار امريكى وخمسمائة سنت او ما يعادلها بالدرهم الاماراتى مبلغ ٧٢٥١٧٨٧٥٥٠ درهم والرسوم والمصاريف ومبلغ الف درهم مقابل أتعاب المحاماة

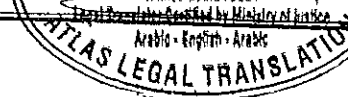
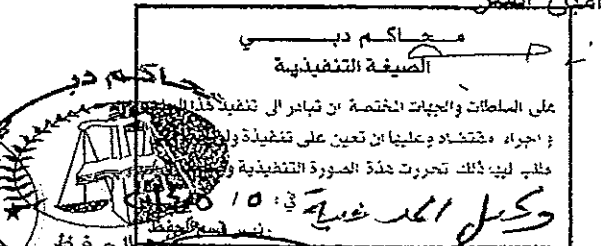
رئيس الدائرة

امين السر

محاكم دبي
الصفحة التنفيذية

على السلطات والجهات المختصة ان تباشر الى تنفيذ هذا الحكم
واجراء مقتضاه وعليها ان تعين على تنفيذة
طلب ليد ذلك تحررت هذه الصورة التنفيذية

وكيل المدعى عليه





الإمارات العربية المتحدة
 UNITED ARAB EMIRATES
 وزارة الخارجية Ministry of Foreign Affairs
 مكتب دبي - دبي

Dubai - DXB Office



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تمسك على صحة ختم وتوقيع
 محاكم دبي

دون تحمل الوزارة أي مسؤولية تجاه المستلمين

محمد
 محمد

4184787



وفقاً للمادة (١٣٧) من قانون الإمارات العربية المتحدة
 يوضح الخطأ المادي الواقع من كتابه يبلغ
 بالأحرف ليصبح (تسعة عشرة مليون وسبعمائة
 وثلاثة وأربعون ألفاً وخمسمائة دولار أمريكي)
 بدلت عنه (تسعة عشر ألفاً وسبعمائة وثلاثة وأربعون
 دولار أمريكي وخمسمائة سنت) .

رئيس الدائرة

أيه إس
 طالب



الإمارات العربية المتحدة
 UNITED ARAB EMIRATES
 وزارة الخارجية
 Ministry Of Foreign Affairs
 مكتب دبي

Dubai - DXB OAc

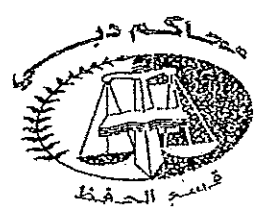
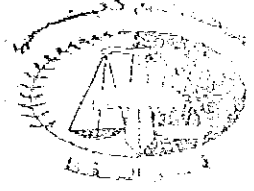


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2015/025 150.00 AED
 رقم الطلب 201501043849 0000150057154617
 تسلف على نسخة، تم وتوقيع
 معاكم دبي

أحمد

4184786





الإمارات العربية المتحدة
UNITED ARAB EMIRATES
وزارة الخارجية
Ministry of Foreign Affairs

Dubai - DXB Office



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201501083957 رقم الطلب

تصليق على نسخة ختم وتوقيع
محاكم دبي

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تادو 1/4/3 / 16/2241

18 / ربيع الاخر / 1435 هـ

18 / فبراير / 2014 م

المحترم

سعادة / محمد أحمد العبيدلي
مدير إدارة خدمات القضايا - محاكم دبي

والله سبحانه وتعالى اعلم

نهديكم أطيب تحية وبعد

الموضوع: تبليغ السادة / شركة أحمد حمد القصيبي

بالإشارة لكتايكم رقم 2014/3095 - المؤرخ في 09/يناير/2014
بشان الموضوع أعلاه .
نعيد لسعادتكم طيه الأوراق القضائية الخاصة بالمذكورين أعلاه بعد إجراء اللازم
وذلك وفقاً لما جاء بالأوراق المرفقة الوارد إلينا ضمن كتاب وزارة الخارجية
رقم م ع / ش ق ج / 6 / 1 / 4 / 2287 - المؤرخ في 13 / فبراير / 2014 م .

وتفضلوا بقبول فائق الاحترام والتقدير

القاضي / عبد الرحمن مراد البلوشي
مدير إدارة التعاون الدولي



محاكمكم دبي
الوارد: 150.00
القسم: قضايا التجار
التاريخ: 13/2/2014
ضابط اداري / قلمية تبليغ





التماس بتبليغ المحكوم عليه بالحكم

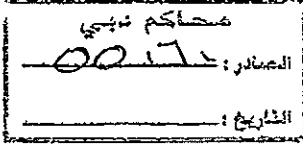
المسجلة بتاريخ: ٠٦ - ١٢ - ٢٠٠٩

الدعوى رقم : ٢٠٠٩/١٥١٠ تجاري كلي

المطالبة بالزام المدعى عليها بسداد مبلغ (١٩,٧٤٣,٥٠٠ دولار امريكي) بما يعادل مبلغ (٧٢,٥١٧,٨٧٥,٥٠) :
الدائرة الكلية التجارية السادسة رقم (٤٦) :
نوع الدعوى :
ترهم والرسوم والمصاريف واتعاب المحاماه.

كالبنك تمويل الشركات والاستثمار :
عنى :

إمارة دبي - بوكالة المحامي / حمد المهديري



عنى عليه : شركة أحمد حمد القصيبي واخوانه

السعودية - الخبر ٣١٩٥٢

علاقته : شركة أحمد حمد القصيبي واخوانه

مدعى عليه :

السعودية - الخبر ٣١٩٥٢

سوق الإعلان : حيث أصدرت المحكمة حكمها في الدعوى المذكورة أعلاه بتاريخ ١٠-١٠-٢٠١٢ لذلك

التس من ميلادكم إعلان المحكوم عليه بالحكم الصادر ضده بمثابة الحضور.

المرفقات : صورة من الحكم

طالب التبليغ

أ. محمد سيف القصيبي

المعلن بالمحكمة انتقلت لإعلان المطلوب

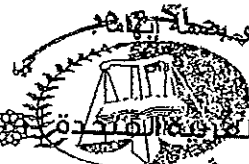
أنا

بناحية

الموافق ١١ في الساعة

في يوم

لذته :

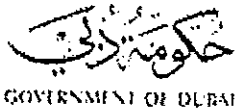


Handwritten signature and date: ١٤٢٥ / ١٢ / ١٨

تسلمت نسخة كاملة من الحكم. توقيع المستلم أو محمداً سيف القصيبي



2015/1025 150.00
201501083957 رقم نشب / 0000150057154928
نسحق على صحة علم وتوقيع
محاكم دبي
دون إكمال الوزارة أي مسؤولية تجاه المستفيدين



حكومة دبي
GOVERNMENT OF DUBAI

الحكيم

4184782



محاكم دبي
DUBAI COURTS



طلب إعلان خارج الامارة داخل الدولة



السمو لورد

شاهج عتيقو ٢٠١٤ - ٢٣
٢٣

القصبي

٣٦٠٨٤/٢٠١٤

رقم الطلب

٢٠١٤-٠٢-١٩

التاريخ

١٥١٠/٢٠٠٩ تجاري كلي

رقم القضية

الدائرة الكلية التجارية السادسة (٤٦)

الدائرة

المحامي حمد محمد كدفور عبدالله المهيري

مقدم الطلب

وكيل عن كاليون بنك تمويل الشركات والاستثمار

صفته بالقضية

الموضوع : طلب إعلان خارج الدولة

حيث سبق ان قدمنا طلب اعلان خارج الدولة بتاريخ ٢٠١٣/١١/١٧ ولم يصدر قرار الى الان وحيث ان موطن المطلوب
إعلانه :شركة أحمد حمد القصبي واخوانه وصفته محكوم عليه يقع خارج اختصاص المحكمة لذلك يلتزم مقدم الطلب من
المحكمة الموافقة على مخاطبة الجهة المختصة لإعلانه خارج الدولة بالطريق الدبلوماسي على عنوانه/ السعودية - الخبر
٣١٩٥٢ الذي سبق وان اعلن عليه خارج الدولة اثناء توال القضية مع التصريح لنا باستلام الخطاب باليد حتى يتسنى لنا اعلانه
(مرفق صورة ضوئية من تاريخ الطلب السابق تاريخ ٢٠١٣/١١/١٧)

توقيع مقدم الطلب

سعادة القاضي

يوجد التصريح

سأبده بإعلان

الكم تباع

٢٠١٣/١١/١٩

يحضر احمد كاشم

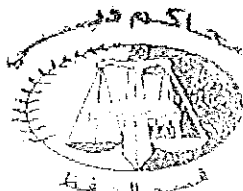
الإعلان

الرجاء أخذ العلم

مراجعة خلال سبعة أيام



توقيع القاضي



Acknowledgement of service of writ of summons (0.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

BETWEEN:

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

Plaintiff

- and -

AHMAD HAMAD ALGOSAIBI & BROTHERS COMPANY

Defendant

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
 yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)
 yes no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Higgs & Johnson
Attorneys-at-Law for the Plaintiff
2nd Floor, Willow House
P.O. Box 866
Cricket Square
George Town
Grand Cayman, KY1-1103
Cayman Islands
Ref: 502218-1 (JMH)

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.