

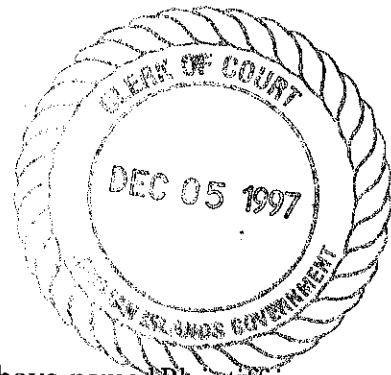
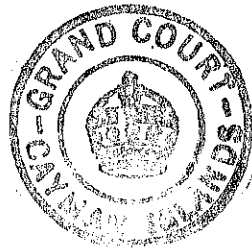
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁸²⁰ OF 1997

BETWEEN: BRITISH AMERICAN BANK LTD PLAINTIFF
AND: RAAFAT KHALIL DEFENDANT

WRIT OF SUMMONS

TO: The Defendant
Raafat Khalil
c/o Cayman Economy Cars
Walkers Road
Grand Cayman



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 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 Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 th 5 day of *Dec.* 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 this Court

STATEMENT OF CLAIM

1. Pursuant to a promissory note dated 19th day of August 1997 ("the Promissory Note") the Defendant agreed to repay to the Plaintiff the sum of CI\$24,000.00 being an amount loaned by the Plaintiff to the Defendant plus the cost of borrowing the amount loaned being interest at the rate of prime plus 7% ie.15½% from 19th August 1997 by monthly installments of CI\$600.00 on the 15th of each month.
2. The Promissory Note provided that if any installment was not paid on the date due, the whole balance loaned then unpaid would become due and payable with interest at the rate of prime plus 7% from the date of default until payment.
3. The Defendant failed to pay the installments due on 15th September 1997, 15th October 1997 and 15th November 1997 and the whole balance due under the Promissory Note has become due and payable by the Defendant.
4. By letter dated 16th day of October 1997 the Plaintiff made demand upon the Defendant for repayment of the balance of the amount loaned plus the cost of borrowing the amount loaned then outstanding being the sum of CI\$24,192.84.
5. The Defendant has failed to make the aforesaid payment and the amount of CI\$24,876.99 being CI\$24,000.00 of principal and CI\$876.99 of interest is now due and owing by the Defendant to the Plaintiff with interest accruing at a daily rate of CI\$10.51.

AND THE PLAINTIFF CLAIMS:

1. The said sum of CI\$24,876.99.
2. Interest pursuant to contract at 15½% per annum at a daily rate of CI\$10.51 per day.
3. Costs.

If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$24,876.99 and the sum of CI\$848.77 in respect of costs and fees further proceedings will be stayed. The money must be paid to the Plaintiff or its attorney.

Bruce Campbell & Co.

BRUCE CAMPBELL & CO

Attorneys-at-Law
for the Plaintiff

THIS WRIT was issued by Bruce Campbell & Co., Attorneys-at-Law for the Plaintiff British American Bank Ltd whose address for service is 4th floor, Bank of Nova Scotia Building, George Town, Grand Cayman