

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 418 OF 1997

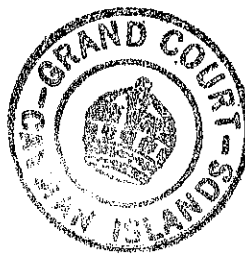
B E T W E E N:

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

Plaintiff

AND

AMJAD AWAN

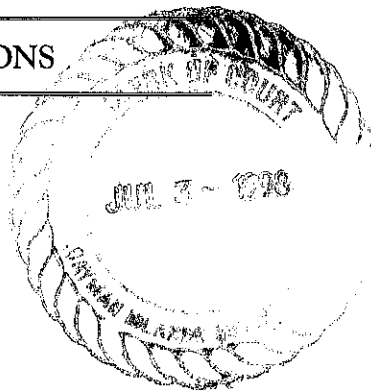


Defendant

---

WRIT OF SUMMONS

---



TO: Amjad Awan  
House No. 7  
Street No. 88  
G-6/31  
Islamabad, Pakistan

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 3<sup>rd</sup> day of July 1998.

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

In respect of Claim Number 1.

1. The Plaintiff's claim is for US \$139,156.28 being money payable by the Defendant to the Plaintiff for money lent by the Plaintiff to the Defendant on loan account #12001512 and/or for money paid by the Plaintiff for the Defendant as bankers for the Defendant at his request, and for interest agreed to be paid upon money due from the Defendant to the Plaintiff at the rate of 5% per annum compounded half yearly.

### PARTICULARS

3 July, 1998	Principal due	US \$139,156.28
--------------	---------------	-----------------

2. The agreement for the said loan was entered into at a time when the Defendant was employed by the Plaintiff and/or other BCCI Group entities.
3. The Defendant has failed to pay the whole or any part of the sum due to the Plaintiff and interest thereon has continued to accrue at the rate aforesaid.
4. The Plaintiff further claims interest on the said amount due at the rate aforesaid from July 4, 1998 to judgment or sooner payment (the daily rate being US \$19.32).

**In respect of Claim Number 2.**

5. The Plaintiff's claim is for US \$161,136.23 being money payable by the Defendant to the Plaintiff for money lent by the Plaintiff to the Defendant on loan account #12001523 and/or for money paid by the Plaintiff for the Defendant as bankers for the Defendant at his request, and for interest agreed to be paid upon money due from the Defendant to the Plaintiff at the rate of 7% per annum compounded half yearly.

**PARTICULARS**

3 July, 1998	Principal due	US \$161,136.23
--------------	---------------	-----------------

6. The agreement for the said loan was entered into at a time when the Defendant was employed by the Plaintiff and/or other BCCI Group entities.
7. The Defendant has failed to pay the whole or any part of the sum due to the Plaintiff and interest thereon has continued to accrue at the rate aforesaid.
8. The Plaintiff further claims interest on the said amount due at the rate aforesaid from July 4, 1998 to judgment or sooner payment (the daily rate being US \$31.31).

**In respect of Claim Number 3.**

9. The Plaintiff's claim is for US \$89,548.00 being money payable by the Defendant to the Plaintiff for money lent by the Plaintiff to the Defendant on loan account #12001534 and/or for money paid by the Plaintiff for the Defendant as bankers for the Defendant at his request, and for interest agreed to be paid upon money due from the Defendant to the Plaintiff at an annual interest rate equal to US Prime rate, compounded half yearly.

**PARTICULARS**

3 July, 1998	Principal due	US \$89,548.00
--------------	---------------	----------------


10. The agreement for the said loan was entered into at a time when the Defendant was employed by the Plaintiff and/or other BCCI Group entities.
11. The Defendant has failed to pay the whole or any part of the sum due to the Plaintiff and interest thereon has continued to accrue at the rate aforesaid.

12. The Plaintiff further claims interest on the said amount due at the rate aforesaid (currently 8.5%) from July 4, 1998 to judgment or sooner payment (the daily rate being US \$21.12).

AND THE Plaintiff claims:

1. US \$139,156.28, US \$161,136.23 and US \$89,548.00, namely US \$389,840.51 or CI \$327,466.02 (at a conversion rate of US \$1.00 = CI \$.84)
2. Interest as aforesaid.
3. Fixed costs pursuant to Order 62 rule 1 of CI \$500.00 plus the fee on the issue of the writ of CI \$3,274.66 being a total of CI \$3,774.66; alternatively costs to be taxed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI \$327,466.02 and interest at the rate aforesaid calculated up to the date of payment, and fixed costs of CI \$3,774.66, further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.

  
Hunter & Hunter  
Attorneys for the Plaintiff

THIS WRIT was issued by Hunter & Hunter, the Attorneys for the Plaintiff whose address for service is The Westwind Building, 2<sup>nd</sup> Floor, Harbour Drive, P.O. Box 190GT, Grand Cayman, Cayman Islands (Ref:AJB/97)