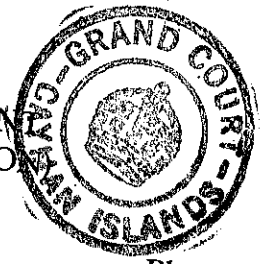


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 72/ OF 1998

BETWEEN:

1. BANK OF CREDIT AND COMMERCE INTERNATIONAL (OVERSEAS) LTD (IN LIQUIDATION)
2. INTERNATIONAL CREDIT AND INVESTMENT COMPANY (OVERSEAS) LTD. (IN LIQUIDATION)



Plaintiffs

AND

MICHAEL BARTLETT

Defendant

WRIT OF SUMMONS

TO: Michael Bartlett
 c/o Cable & Wireless
 P.O. Box 293 GT
 George Town
 Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 17th day of November 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

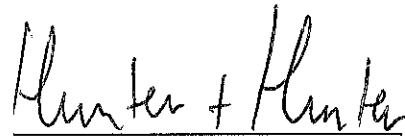
1. The First Plaintiff was the employer of the Defendant.
2. The Second Plaintiff, is a company closely associated with the First Plaintiff. At the request of the First Plaintiff the Defendant worked at the offices of the Second Plaintiff from the 1 October 1993 to 14 January 1994.
3. It was an express and alternatively an implied term of the Defendant's contract of employment with the First Plaintiff that the Defendant would not make any unauthorised and personal use of the Plaintiffs' telephone systems.
4. Between 1 October 1993 and 5 January 1994 the Defendant using the Second Plaintiff's telephone system made a number of unauthorised calls of a personal nature to private lines in North Carolina, Iowa, California and the Dominican Republic.
5. The total duration of the said calls was 104 hours and 52 minutes, at a cost of CI \$8,587.70.
6. As a result of investigation by the Plaintiffs, the Defendant was confronted with this matter and agreed to make restitution to the First Plaintiff in the amount of monthly CI \$100.00 to \$200.00 per month, to be increased thereafter as his circumstances allowed as evidenced in a written agreement signed by the Defendant on the 14 January 1994.
7. The said payments were intended as compensation to the Plaintiffs for the breach of contract by the Defendant, alternatively as restitution of a debt incurred by the Defendant to the Plaintiffs.

8. On 14 January 1994 the Defendant resigned his employment with the First Plaintiff having immediate effect.
9. Thereafter the Defendant made repayments to the First Plaintiff of CI\$100, \$100 and \$700.00 on 22 March 1994, 4 August 1994 and 5 August 1998.
10. The First Plaintiff by letter dated 5 August 1998 renewed the demand that the Defendant pay the amount outstanding.
11. Notwithstanding the aforesaid contract of employment and the aforesaid demands for payment, the Defendant has failed and continues to fail to pay the whole or any further part of the sum payable, owing and due to the Plaintiffs.

AND THE Plaintiffs jointly claim:

1. \$7,656.93.
2. Fixed costs pursuant to Order 62 rule 1 of CI \$250.00 plus the fee on the issue of the writ of CI \$100.00 being a total of CI \$350.00 alternatively costs to be taxed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI \$7,656.93 and fixed costs and fee of CI \$350.00, further proceedings will be stayed. The money must be paid to the Plaintiffs or its Attorneys.



Hunter & Hunter
Attorneys for the Plaintiffs

THIS WRIT was issued by Hunter & Hunter, Attorneys-at-Law for the Plaintiffs herein whose address for service is The West Wind Building, 2nd Floor, Harbour Drive, P.O. Box 190GT, Grand Cayman, Cayman Islands (Ref: AC/3/03985)