

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 35 OF 2000

B E T W E E N:

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

Plaintiff

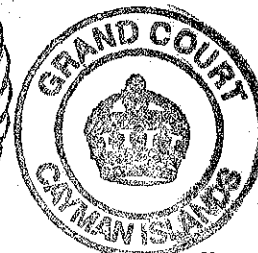
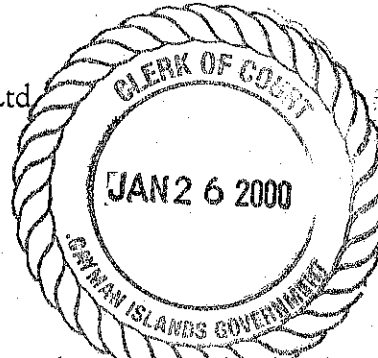
AND

TAHIR NAZIR KHAWAJA

Defendant

WRIT OF SUMMONS

TO: Tahir Nazir Khawaja
c/o Equatorial Commercial Bank Ltd
P.O. Box 52467
Nairobi
Kenya
East Africa



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 26th day of January, 2000.

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

CLAIM # 1

1. The Plaintiff's claim is for US \$56,313.75 being money payable by the Defendant to the Plaintiff for money lent by the Plaintiff to the Defendant on loan account #12001147 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

December 31, 1999 Principal due US\$56,313.75

Interest will continue to accrue
at the rate aforesaid from
December 31, 1999
to June 30, 2000 whereupon it will
will be compounded as described above.
The daily interest accruing on the
amount due until 30 June, 2000 is US\$7.714

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 is evidenced by an undated BCCI Staff Loan Application Form signed by the Defendant and a BCCI loan approval document dated 19 February, 1985.
3. By letter dated June 10, 1997 the Official Liquidators of the Plaintiff made demand on the Defendant for the payment of the sum of US\$48,460.70 due and owing as of December 31, 1996, by the Defendant to the Plaintiff in respect of the aforesaid indebtedness.
4. 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.
5. The Plaintiff further claims interest on the said amount due at the rate aforesaid from 31 December, 1999, the daily rate being currently US\$7.714.

CLAIM # 2

6. The Plaintiff's claim is for US\$55,164.28 being money payable by the Defendant to the Plaintiff for money lent by the Plaintiff to the Defendant on loan account 12001158 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

December 31, 1999 Principal due

US\$55,164.28

Interest accrued at the rate aforesaid from December 31, 1999 to June 30, 2000 whereupon it will be compounded as described above. The daily interest accruing on the amount due until 30 June, 2000 is US\$10.579

7. The agreement for the said loan entered into at a time when the Defendant was employed by the Plaintiff and/or other BCCI Group entities is contained in an undated BCCI Staff Loan Application Form signed by the Defendant and a BCCI loan approval document dated 19 February, 1985.
8. By letter dated June 10, 1997 the Official Liquidators of the Plaintiff made demand on the Defendant for the payment of the sum of US\$44,749.91 due and owing as of December 31, 1996 by the Defendant to the Plaintiff in respect of the aforesaid indebtedness.
9. 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.
10. The Plaintiff further claims interest on the said amount due at the rate aforesaid from 31 December, 1999, the daily rate being currently US\$10.579.

AND THE Plaintiff claims:

1. US \$56,313.75 and US\$55,164.28 namely US\$111,478.03 or CI\$93,641.55 (at a conversion rate of US \$1.00 = CI \$.84).
2. Interest as aforesaid.
3. Fixed costs pursuant to GCR Order 62 rule 1 of CI\$500.00 plus the fee on the issue of the writ of CI\$936.42 being a total of CI\$1,436.42; alternatively costs to be taxed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$111,478.03 and interest at the rate aforesaid calculated up to the date of payment, and fixed costs of CI\$1,436.42, further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.

HUNTER ; HUNTER

Hunter & Hunter
Attorneys for the Plaintiff

THIS WRIT was issued by Hunter & Hunter, Attorneys-at-Law for the Plaintiff whose address for service is The Huntlaw Building, 75 Fort Street, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref: NVCJ/06206.100).