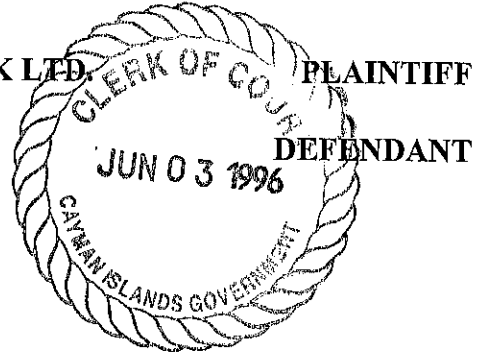


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO ²⁷⁶ OF 1996

BETWEEN: BRITISH AMERICAN BANK LTD. PLAINTIFF
AND: RAY McLAUGHLIN DEFENDANT

WRIT OF SUMMONS



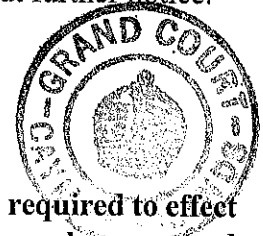
TO: Ray McLaughlin, c/o Kentucky Fried Chicken, West Bay Road, Grand Cayman

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 ^{3rd} day of June 1996.



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

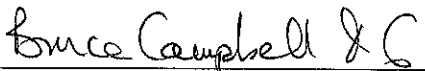
STATEMENT OF CLAIM

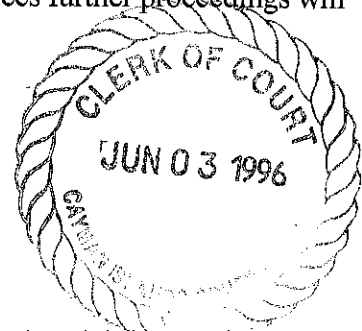
1. Pursuant to a promissory note dated the 19th April 1990 ("the promissory note") the Defendant agreed to repay to the Plaintiff the sum of CI\$35,112.50 being an amount loaned by the Plaintiff to the Defendant plus interest on the amount loaned by monthly instalments of CI\$731.52.
2. The promissory note provided that in the event of any one instalment not being paid on the date due the whole balance of the amount loaned then unpaid would become due and payable and interest would accrue on the whole amount due and payable at the rate of 10% until payment.
3. By letter dated the 25th day of October 1995 the Plaintiff through its attorneys made demand upon the Defendant for repayment of the balance of the amount loaned plus interest then outstanding.
4. The Defendant has failed to make the aforesaid payment and the sum of CI\$26,385.59 remains due and owing from the Defendant to the Plaintiff under the promissory note.
5. The Plaintiff has also provided overdraft facilities to the Defendant. Despite demand the Defendant has failed to repay to the Plaintiff the amount borrowed by way of overdraft being CI\$6,182.71.

AND THE PLAINTIFF CLAIMS:

1. The said sums of CI\$26,385.59 and CI\$6,182.71 being a total of CI\$32,568.30.
2. Interest pursuant to Section 34 (1) of the Judicature Law (1995 Revision) at 7 3/8% per annum at a daily rate of CI\$6.58 per day.
3. Costs.

If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$32,568.30 and the sum of CI\$855.68 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.
Attorneys-at-Law for the Plaintiff



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