

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *56* OF 2007

BETWEEN:

ANDROGROUP LTD.

AND

THE PROPRIETORS OF STRATA PLAN 83
(A CORPORATION FORMED UNDER
THE LAWS OF THE CAYMAN ISLANDS)



PLAINTIFF



DEFENDANT

WRIT OF SUMMONS

TO: The Defendant
Proprietors of Strata Plan #83
Genesis Strata Corporation
P.O. Box 1371
Cayman Islands KY1-1108

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 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 *6^m* day of *Feb.* 2007.

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 Plaintiff is and was at all material times a company carrying out, inter alia, the provision of Mechanical, Electrical, Plumbing, Fire Protection, Data/Telecom, Heating, Ventilation, Air Conditioning and, Elevator services. The company's address is 20 Somerset Drive, P.O. Box 10051, Grand Cayman KY1-1001, Cayman Islands.
2. The Defendant is and was at all material times a Strata Corporation formed under the Laws of the Cayman Islands. The Defendant's address is Genesis Strata Corporation, P.O. Box 1371, Cayman Islands KY1-1108.
3. On or about 15 June 2005 McAlpine Limited ("McAlpine") was retained to carry out extensive repairs and renovations (the "Works") on the Genesis Building, Genesis Drive, George Town, Grand Cayman (the "Premises") by BCQS Property Management Limited ("BCQS"), who in turn were acting as property managers on behalf of the Defendant.
4. BCQS and McAlpine were acting at all material times as agents and on the instructions of the Defendant as the project managers for the works at the premises.
5. On 18 June 2005 on McAlpine's request the Plaintiff forwarded a quote to McAlpine in the sum of CI\$116,096.00 for the carrying out various electrical repair and renovation works at the Premises. On 22 June 2005, an e-mail was sent by Tom Goodyear of McAlpine to Charles Alberga, employee of the Plaintiff, indicating that Martyn Bould (the owner of, or representative of the owner of the premises and/or chairman of the executive committee of the Defendant), had requested some changes to the wording of the quotation for insurance purposes. This e-mail was also addressed to Mr Bould.

6. By letter dated 19 July 2005 the Plaintiff requested a deposit of CI\$45,305.00, representing 40% of the total price quoted.
7. This deposit was paid on behalf of the Defendant by BCQS, by cheque dated 29 July 2005 in the sum of US\$55,250.00.
8. The Plaintiff carried out the works as requested, although on or about 10 October 2005 the Plaintiff changed the scope and specification of the light fixtures that had been originally quoted. The fixtures originally installed in the Premises could not be replaced like for like because these fixtures were no longer in production. The fixture quoted originally by the Plaintiff was not in stock and would take many weeks to reach Grand Cayman. As time was of the essence, as it was important for the Strata to have an operational building so that it could rent out the office space therein, a different light fixture than that originally quoted for was supplied.
9. The fixtures in fact supplied and fitted cost less than those originally quoted. This resulted in a reduction in the overall cost of works and material provided by the Plaintiff to the Defendant of approximately CI\$13,000.00.
10. The change in specification was agreed to by McAlpine, acting as the project managers, alternatively the change was subsequently acknowledged and accepted by McAlpine as being reasonable in the circumstances, given that the fixtures originally intended to be supplied would not be available for many weeks and would unreasonably delay completion of the project. It is averred that change in specification was also accepted by the Defendant by agreement during the course of a meeting with Charles Alberga on or about 21 November 2005.
11. On 27 October 2005 the Plaintiff sent an invoice (no.11411) requesting interim payment of CI\$38,623.07 in respect of electrical work carried out by the Plaintiff at the premises. This was paid by BCQS on behalf of the Defendant by way of cheque dated 25 November 2005 in the sum of US\$47,101.67.

12. On or about 21 November 2005 Martin Bould met with Charles Alberga at the Premises and requested a reduction in the number of light fixtures to be supplied and installed by the Plaintiff. The number of fixtures subsequently supplied by the Plaintiff was accordingly reduced to 130 rather than the original 232 quoted.
13. On 28 February 2006 an invoice (no. 12757) requesting payment of the balance due in respect of the works carried out at the premises, in the sum of CI\$19,160.13, was sent by the Plaintiff to BCQS. This represented the balance due in respect of the total bill of CI\$103,088.20, of which CI\$83,928.07 had already been paid to the Plaintiff by BCQS on behalf of the Defendant.
14. The invoice also evidences the discount given in respect of the change in specification of fixture and reduction in the number of fixtures requested by or on behalf of the Defendant. A copy of the invoice is appended to this Statement of Claim.
15. In breach of the agreement and despite prior demands, the Defendant has neglected, failed or refused to pay the outstanding sum of CI\$19,160.20.

AND the Plaintiff claims:-

1. The sum of CI\$19,160.20
2. Interest at the prescribed rate of 7.25% p/a compounded monthly from 28 February 2006 to date of judgment hereof.
3. The amount of interest claimed as at the date of filing this Statement of Claim is CI\$1229.02 and continues to accrue at a daily rate of CI\$3.67.
4. Ad Valorem fees of CI\$291.60

5. Costs

6. Other relief as this Honourable Court deems just and equitable in the circumstances.

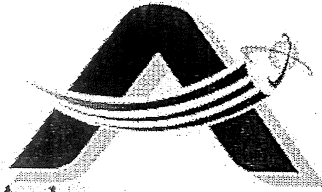
Dated the 6^h day of February 2007.

Diamond Law Associates

DIAMOND LAW ASSOCIATES

Filed the 6^h day of February 2007.

THIS WRIT OF SUMMONS was issued by DIAMOND LAW ASSOCIATES, Attorneys for the Plaintiff, whose address for service is 4th Floor, Cardinal Plaza, Cardinal Avenue, PO Box 2887, George Town, Cayman Islands KY1-1112 (Ref: DLA/1009).



Androgroup

Androgroup Ltd
 20 Somerset Drive
 P O Box 10051 APO
 Grand Cayman
 Tel: 949 8000 Fax: 949 8061

Invoice

Customer No.	Date	Invoice #
B025	2/28/2006	12757

Terms	Due Date
DUE ON INVOICE	2/28/2006

Bill To
BCQS Property Management Ltd. P.O. Box 871 GT Grand Cayman BWI

Job #	Dayworks
16608	

Quantity	Description	Rate	Amount
1	Balance due for work done up to date as at February 28, 2006 for Electrical: - Genesis Building Post Ivan Electrical Works	103,088.20	103,088.20
1	Less previously billed as per invoice# 10414 & 11411 See attached Interim Claim For Payment for full details Balance Now Due	-83,928.07	-83,928.07
Please make cheque payable to Androgroup Ltd. To pay in US\$ please divide by 0.82		Total C.I.	\$19,160.13

Androgroup Ltd.

Final Account for Job Number:- 16608

Date of Final Account:	February 28th, 2006
Job Name:-	Electrical: - Genesis Building Post Ivan Electrical Works
Customer:	BCQS Property Management Ltd.

Original Contract Sum Scope of Works Elements	Contract Sum	Percent Complete	Balance Claimed
Electrical:-			
Ground floor through 5th Lobby areas	32,698.00	100%	32,698.00
Car park Ceiling light fixtures	4,475.00	100%	4,475.00
Main and side Stairwells (3 in total)	11,690.00	100%	11,690.00
232 Office Area Lighting fixtures Ground Floor through 5 As quoted.	67,233.00	100%	67,233.00
Less 102 Fixtures supplied not installed and restocked	-29,559.34	100%	-29,559.34
Less change in specification from Air Handling Troffer to Regular (130 units)	-2,511.60	100%	-2,511.60
Plus restocking change for 102 Regular Fixtures	1,745.22	100%	1,745.22
Sub-Total Original Contract Sum Values:	\$85,770.28		\$85,770.28

Dayworks:-		Time Detail		Materials Detail		
Daywork #/ Invoice#	Work Done	Hours	Labour	Materials	Extended	
41726/10414 M	- Installed 3 temporary lights on staircase.*	4	280.00	36.40	316.40	
43266/11411 M	- Installing temporary lighting in lobbies 2nd 3rd 4th and 5th floors*	4	180.00	38.00	218.00	
43892/11411 M	Extra - Installed receptacle covers, switch covers and blank plates on walls for Delta Bank and Trust Company 3rd floor.*	2	70.00	7.53	77.52	
43889/11411 M	Extra - Installed receptacle covers, switch covers and blank plates on wall for Curanda Ltd. 2nd floor.*	5	175.00	11.90	186.90	
43888/11411 M	Extra - Removed switch, data and receptacle boxes from stud walls and installed box cable to light fixtures in ceiling, 4th floor South Lobby.*	5	225.00	44.44	269.44	
43894/11411 M	Extra - Changed out damaged	6	405.00	14.34	419.34	

	receptacles, installed receptacle covers on wall and blank plates. Also installed exit lights over door in ceiling at Curanda Ltd, 2nd floor.*				
43893/11411 M	Extra - Installed receptacles, plates and telephone jacks in Delta Bank and Trust Company 3rd floor. Installed junction box, ran cable and installed exit light fixture.*	9	607.50	18.95	626.45
45310/11411 M	Extra - Installed receptacles, switches and cover plates. Also installed blank plates on 3rd floor North lobby.*	6	270.00	50.05	320.05
45311/11411 M	Extra - Installed 3 GCFI receptacles in kitchen and exit light in ceiling. Checked boxes to find hot feed and tested in 3rd floor North Lobby.*	6	270.00	85.20	355.20
45321/11411 M	Extra: 4th floor north of lobby. Anglin Ebanks and Associates: put in receptacle/internet and telephone box in stud wall and tested. *	6	270.00	124.54	394.54
45329/11411 M	Extra: put in extra receptacles in kitchen in offices. Cut sheetrock to put in cutout boxes, make off joints in boxes to put in receptacles in kitchen. 4th floor north of lobby Anglin Ebanks and associates. *	14	922.50	123.78	1,046.28
45331/11411 M	Extra - Disconnected light fixtures and reinstalled on 3rd floor North lobby.*	3.5	122.50	53.05	175.55
45337/11411 M	Extra - Installed bathroom fan and light fixtures on ground floor, 2nd floor and 3rd floor.*	5	235.00	12.10	247.10
45341/11411 M	Extra - Removed lobby lights from 4th floor down to ground floor.*	7	457.50	0.00	457.50
45340/11411 M	Extra - Changed out defective receptacles and put on cover plates. Also replaced light switches on 4th floor.*	9	532.50	28.98	561.48
45342/11411 M	Extra - Took down light fixtures from off the wall and laid them down in bulk head on the ground floor lobby. *	3	135.00	0.00	135.00
45349/11411 M	Extra - Fit out work on ground floor north side of lobby in A. Steve McField and Associates.*	14	630.00	109.75	739.75
45350/11411 M	Extra - Fit out ground floor north of lobby.*	12	810.00	26.51	836.51

46559/11411 M	Extra work - Put in exit lights on ground floor north lobby.*	8	360.00	398.88	758.88
46558/11411 M	Extra work - Change out one strip light from ground floor south bathroom to new one.*	1	55.00	77.90	132.90
46560/11411 M	Extra work - Put up Exit lights on ground floor north lobby.*	3	140.00	307.88	447.88
46571/11411 M	EXTRA WORK - Changed out receptacles and switches to new ones and put on cover plates. Also put up new Exit lights on 4th floor north of lobby BCQS office.*	16	720.00	193.12	913.12
46572/12757 M	EXTRA WORK - Put up Exit lights and blank covers on receptacle in BCQS on 4th floor north of lobby.*	9	355.00	4.64	359.64
46575/12757 M	EXTRA WORK - Put in can lights in blue head on 2nd floor Kensington. Also supplied bulbs for can lights.*	5	227.50	105.30	332.80
46580/12757 M	EXTRA WORK - Fit out on 2nd floor, put on receptacles and switches on wall with covers in the Kensington north lobby.*	14.5	627.50	86.23	713.73
46584/12757 M	EXTRA - Put up exit lights on the 4th floor south of lobby C.S. Gill-N-Co.*	3	105.00	54.50	159.50
46583/12757 M	EXTRA - Fit out on the second floor putting up exit lights and putting on blank plates on wall for switches and receptacles in the Kensington north lobby.*	12	540.00	55.92	595.92
49814/12757 M	EXTRA - Supplied and installed time clocks on ground floor up to the 4th floor lobby area.*	6	270.00	0.00	270.00
49813/12757 M	EXTRA - Supplied and installed switches and receptacles and covers on the 2nd floor south of lobby Curanda.*	3	165.00	0.00	165.00
49812/12757 M	EXTRA - Supplied and installed switches and receptacles and covers on the 2nd floor north of lobby Kensington.*	9	375.00	569.73	944.72
49815/12757 M	EXTRA - Supplied and installed time clock on the 5th floor lobby.*	1	35.00	0.00	35.00
49824/12757 M	EXTRA - Changed out light fixtures on the 5th floor telephone room and replace with new one.*	1	52.50	0.00	52.50
49823/12757 M	EXTRA - Change out tubes from light	1	82.50	0.00	82.50

Last Invoice	Date	Previously Invoiced	Sales this Period
		\$103,088.20	\$0.00

Accounts Transactions:-
BCQS Property Management Ltd.

Final Balance Due for Payment:		CIS 19,160.20
Total Invoiced / Previously Paid:	\$103,088.20	(\$83,928.00)
12757	2/28/2006	\$0.00
11411	10/27/2005	(\$38,623.00)
10414	8/5/2005	(\$45,305.00)
Invoice(s)	Date(s)	Amount(s)
		Payment(s)
Less Retention (Contract Sum + Variations Only) @ 0.0%		\$0.00
Works Complete as at Wednesday, August 02, 2006:		103,088.20
Gross Updated Contract Sum		CIS 103,088.20

Invoice & Payment Details:-

Sub-Total of Dayworks:		\$17,317.92	
51325/12757 M	EXTRA - Supplied power in ceiling space for computer rack on the 4th floor north of lobby Anglin, Ebanks and Associates.*	2	90.00
49834/12757 M	EXTRA - Took down old light fixtures from ceiling and replaced with new ones south of lobby Maedac Midtown.*	28.5	2,140.00
49829/12757 M	EXTRA - Checked receptacles and panel, lobby Anglin Ebanks & Associates. not working on the 4th floor north of EXTRA - GFCl receptacle in kitchen breaker in panel and test.*	3	135.00
49819/12757 M	EXTRA - Change out light bulbs on the 2nd floor Kensington north of lobby.*	1	55.00
49820/12757 M	EXTRA - Change out light fixtures from ground floor telephone room to new one.*	1	35.00
49821/12757 M	EXTRA - Receptacles boxes out of wall, cut sheet rock to put boxes back in wall and put on receptacles and covers. Also put exit light in ceiling on the 2nd floor south of lobby Curanda.*	9	708.75
49822/12757 M	EXTRA - Put on receptacles on walls from the 2nd floor up to the 5th floor lobby area. Also put one GFCl receptacle on ground floor lobby area.*	7	487.50
	on the 2nd floor and 3rd floor.*		

No Retention Account association has been made for this Job Number. Associate

QB Previous Balance	New Balance	Retention
\$0.00	\$0.00	\$0.00

Acknowledgement of service of writ of summons (0.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

yes no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

DIAMOND LAW ASSOCIATES
4th Floor, Cardinal Plaza
Cardinal Avenue
Po Box 2887
George Town
Cayman Islands KY1-1112

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.