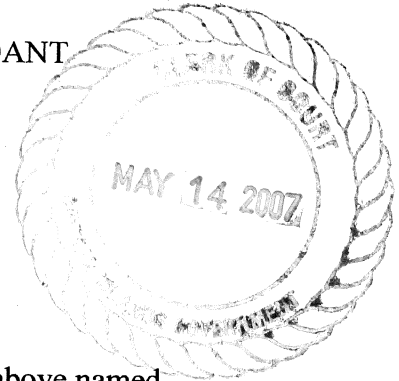
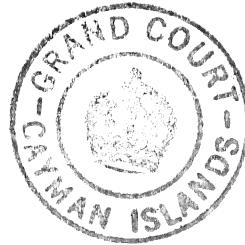


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ~~Q205~~ OF 2007

BETWEEN: NEVILLE ANTONIO FAULKNOR PLAINTIFF
T/A FAULKNOR ELECTRIC
AND: TRI- QUEST GROUP LTD DEFENDANT

TO: Tri-Quest Group Ltd
216 Berry Drive, Beach Bay
P.O.Box 526BT
Grand Cayman
Cayman Islands



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 495 G T, 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 at George Town, this 11th day of May, 2007

NOTE: This Writ may not be served later four than (4) calendar months, (or if leave is required to effect service out of the jurisdiction, (six (6) months beginning with the date of issue unless renewed by Order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is an individual and the owner/ manager of an electrical business trading as 'Faulknor Electric' with a mailing address of P.O. Box 783, Grand Cayman KY1-1103, Grand Cayman.
2. The Defendant is a Cayman Islands local Company with registered office situated at 216 Berry Drive, Beach Bay, P.O. Box 526, Bodden Town, Grand Cayman and at all material times carrying on business within the island. The Defendant's address for service in connection with this proceeding is in care of its attorneys-at-Law, Creary and Associates, Grand Cayman.
3. The Defendant is indebted to the Plaintiff for work and services to the Defendant at its request at the Ocean Club project (OC) in the total sum of CI\$59,400.00 under the Plaintiff's invoices particularized below which the Plaintiff has rendered to the Defendant but which despite demands from and on behalf of the Plaintiff to the Defendant, it has failed and/or refused to pay

PARTICULARS

<u>Date submitted</u>	<u>Invoice</u>	<u>Amount</u>	<u>Still owing</u>	<u>Project</u>
Nov 11,06	# 510	CI\$25,600.00	still owing	OC (Bldgs A-F,L-0,R,T-Z AA-DD
Mar 26,07	# 611 (Invoice # 510 Re-submitted as Invoice #611 for the same amount and the same project)			
Apr 18, 07	(Invoice # 611 re-submitted for same amount and same project)			
Dec 4, 06	# 513	CI\$17,500.00	still owing	OC
Apr 18, 07	(Invoice 513 re-submitted for same amount and same project)			
Dec 4, 06	#512	CI\$9,800.00	still owing	OC(Bldg G,I &J)
Apr 2, 07	#511	CI\$4,000.00	still owing	OC (Bldg K1 thru K6 (6)Apts
Feb 4, 07	#483	CI\$2,500.00	still owing	OC/Units 207- 210(4apts) Pod #6
TOTAL		<u>CI\$ 59,400.00</u>		

4. Further, the Plaintiff is entitled to and claims interest on the said sums pursuant to the Judicature Law, 1995 and the Judgment Debts (Rates of interest Rules 2001)

AND THE PLAINTIFF CLAIMS

a) The sum of CI\$ 59,400.00

b) Interest pursuant to Section 34 of the Judicature Law, 1995 (JL 1995) at the Statutory rate of 7 1/4 % per annum.

- (i) On the sum of CI\$59,400.0 from April 1, 2007 to the date of issue of the Writ and from the date thereof, namely May 11, 2007 to the date of Judgment against the Defendant herein and thereafter from the date of Judgment to the date of payment of the said judgment sum at the said statutory rate per annum

OR Alternatively

- (ii) interest on such sums as are awarded to the Plaintiff from the date hereof, namely, May 11, 2007 and continuing thereafter until payment of the judgment sum or at such other rate and for such other period as the Honourable Court may find just pursuant to the Judicature Law, 1995 and the Judgment Debt(Rates of Interest) Rules, 2001 or pursuant to the inherent jurisdiction of the Court.

Dated this 11th day of May, 2007


Morris M. Garcia

This Writ was filed by Morris M. Garcia , Suite #2, Nevlaw Building, George Town, Grand Cayman, attorneys-at-Law for the Plaintiff.

STATEMENT REGARDING INTEREST

- (i) The prescribed rate of interest throughout the relevant period is 7 1/4 % per annum.
- (ii) The date from which interest is calculated is April 1, 2007.
- (iii) The total amount of interest claimed as at the date of the issue of the Writ of Summons is CI\$49.05
- (iv) The amount of interest accruing thereafter is CI \$1.20 per day.

The amount claimed is CI\$59,400.00 as principal and CI\$ 49.05 interest to the date of issue of the Writ of Summons for a total of CI\$ 59,449.50. The amount of the fixed costs is CI\$1,000.00 and the cost of filing and serving the Writ is CI\$744.00. If, within the time fixed for returning the Acknowledgement of Service, the Defendant pays to the Plaintiff or his attorney-at-law the total amount claimed of CI\$61,193.05 in principal and interest, fixed costs and the costs of filing and serving the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney-at-Law.

THIS WRIT was issued by Morris M. Garcia, Attorney-at-law for the plaintiff whose address for service is that of his said Attorney, Suite #2, Nevlaw Building P.O. Box 253, Grand Cayman, KY1-1501, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 205 OF 2007

BETWEEN: NEVILLE ANTONIO FAULKNOR PLAINTIFF
T/A FAULKNOR ELECTRIC

AND: TRI- QUEST GROUP LTD DEFENDANT

ACKNOWLEDGEMENT OF SERVICE OF THE WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY

Important: Read the accompanying directions and notes for guidance carefully before completing this form. If given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

_____ Yes _____ no

3. If the claim against the Defendant is for a debt or liquidated sum and he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff (tick box)

_____ Yes _____ No

PLEASE COMPLETE OVERLEAF

Service of the Writ is acknowledged accordingly

(Signed) _____

(Attorney) for:

(Defendant in person)

Address for service:

Note 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 the 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.

Indorsement by the Plaintiff's attorney (or by the Plaintiff if acting in person) of his name and address in the box below.

Morris M Garcia
P.O.Box 253,Grand Cayman KY1-1501
Cayman Islands

Indorsement by the Defendant's ' attorney (or by the Defendant if suing in person) of his name and address in the box below.

**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 495, George Town, Grand Cayman.

2. A defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the attorney for the plaintiff (or on the plaintiff acting in person).

If a Statement of Claim is endorsed on the Writ (ie. 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 a Statement of Claim is not endorsed 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 affidavit of his means. The affidavit should state any offer which the defendant desires to make for the payment of the money by installments 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 a 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.