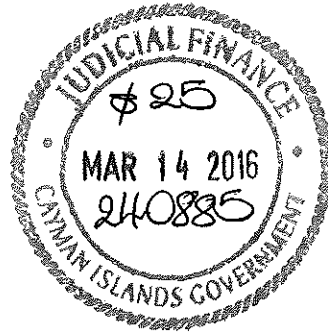


No. 1
Plaint

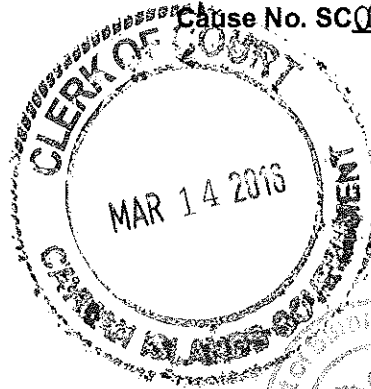


IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC0062 of 2016

BETWEEN:

Daniel John Haydon
Anna Laura Elaine Haydon



Plaintiff

AND:

Island Properties (Cayman) Limited

Defendant



To the Defendant

Western International Trust Company Limited
P. O. Box 1369
79 Town Hall Road
West Bay
Grand Cayman, KY1-1108

THIS PLAINT 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 service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 14 day of MARCH 2016

See overleaf for particulars of the Plaintiff's claim


PARTICULARS OF CLAIM

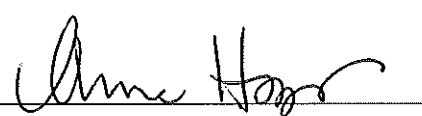
(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

- (1) By a contract in writing dated the 11th day of June 2014 entered into between the Plaintiff and the Defendant, the Plaintiff agreed to purchase one of twelve units to be constructed at Block 15C and Parcel 361 from the Defendant. The agreed completion date was the 1st of December 2014.
- (2) The Defendant has failed to complete construction of the swimming pool as per the specifications in the contract.
- (3) The Defendant has failed to install an electric gated entrance as per the specifications in the contract.
- (4) The Defendant has failed to install a barbeque as per the specifications in the contract.
- (5) The Defendant has failed to install a wet bar as per the specifications in the contract.
- (6) The Defendant has failed to install a window in the Plaintiff's living room. Instead, the Defendant's contractor installed fireproof glass bricks following a failed inspection by the Building Control Unit. The Plaintiff was assured by the Defendant that the glass bricks would be replaced as soon as the fire rated window in the plans could be procured. The correct window is yet to be installed and the Plaintiff still has glass bricks for a window.
- (7) Plaintiff has fulfilled his obligations in the contract by purchasing the unit from the Defendant for the agreed sum on the 1st July 2015 following the Certificate of Occupancy being issued by the Planning Department.
- (8) Plaintiff has invited the Defendant to propose a timeline to have the remaining items completed and the Defendant has refused to provide such a proposal.
- (9) The Defendant has breached the contract and should be ordered to complete the outstanding items.
- (10) The development price in the contract was for the sum of CI\$204,000.
- (11) Attached is a copy of the contract titled 'Agreement to Develop' as an addendum to the particulars of the claim.

AND the Plaintiff claims:

- 1 The court order the Defendant to specifically perform the agreement by completing the outstanding items or award damages.
- 2 Fixed costs of \$150, alternatively costs to be assessed.


Plaintiff's Signature


Defendant's Signature

Plaintiff's address for service

Box 112, Govt. Admin. Bldg. 133 Elgin Avenue, Grand Cayman, KY1-9000 Cayman Islands Phone Number: 929 3523 Email: haydondj@gmail.com

Dated this 11th day of June, 2014

Island Properties (Cayman) Limited

Developer

and

Daniel John Haydon and Anna Laura Elaine Haydon

Contracting Purchaser

EMERALD ISLE

AGREEMENT TO DEVELOP

THIS AGREEMENT is made the 11th day of June, 2014.

BETWEEN: (1) **Island Properties (Cayman) Limited** whose registered office address is P.O. Box 1369, George Town, Grand Cayman, KY1-1108 ("the Developer");

AND: (2) **Daniel John Haydon and Anna Laura Elaine Haydon** both of P.O. Box 112, Grand Cayman, KY1-9000 ("the Contracting Purchaser").

WHEREAS:

- (A) The Vendor (as hereinafter defined) is the registered owner of a parcel of land situated on Fairbanks Road, George Town, Grand Cayman and registered at the Cayman Islands Land Registry as South Sound, Block 15C, Parcel 361 ("the Land");
- (B) The Developer carries on business in the Cayman Islands as a real estate developer and contractor; and
- (C) The Vendor intends to stratify the Land and sell twelve individual building lots and six garden lots to purchasers;
- (D) The Vendor has agreed to allow the Developer to build the Development (as hereinafter defined) on the Land and which will be known as "Emerald Isle"; and
- (E) The Contracting Purchaser has entered into a contract with the Vendor to purchase one of the said lots and now wishes the Developer to construct the Unit (as hereinafter defined) on the said lot.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

In this Agreement:

1.1 Unless the context requires otherwise:

"the Agreement for Sale"

means the agreement described in sub-clause 3.1 hereof.

"Common Property"

means so much of the Strata Plan (including all buildings, driveways, landscaping, leisure facilities, walls and other constructions or erections whatever at or on the Strata Plan) as is not comprised in any Strata Lot.

"the Completion Notice"	means the notice described in sub-clause 7.1 hereof.
"the Contractor"	means Thistle Construction, a Cayman Islands company licensed to carry on the business as a contractor.
"the Contracting Purchaser's Attorney"	means, TBA P.O. box , George Town, Grand Cayman, KY1-1.
"the Deposit"	means the sum of CI\$1.00 to be paid by the Contracting Purchaser to the Developer in accordance with Sub-Clause 4.1.1.
"the Developer's Attorney"	means Nelson & Company, Attorneys at Law.
"the Development"	means the twelve units and ancillary buildings to be constructed by the Contractor on the Land.
"the Development Price"	the sum of CI\$204,000.00.
"Dollars" or "\$"	means Cayman Islands Dollars.
"the Land"	means the land described in the Land Registry of the Cayman Islands as South Sound Block 15C Parcel 361.
"the Master Construction Contract"	means the construction contract dated 1 st February, 2014 and made between the Developer and the Contractor which sets out the terms and conditions under which the Contractor has agreed to construct the Development.
"the Strata Corporation"	means the Strata Corporation known as "The Proprietors of Strata Plan No. TBA"
"the Strata Lot"	means the land located in the Strata Plan as outlined in the Site Plan annexed hereto as the First Schedule known as Lot No. SL5 in the Development together with so much of the Developer's estate and interest as tenants in common in the Common Property as is appurtenant to the Strata Lot and being part of the Development.
"the Strata Plan"	means the Plan filed or to be filed by the Developer in the Land Registry under the provisions of the Strata Titles Registration Law 1973 in relation to the Development.
"the Unit"	means the dwelling unit to be constructed by the Developer on the Strata Lot.

"the Vendor" means Emerald Isle Holdings Limited., the legal and beneficial owner of the Land.

- 1.2 Where the context so admits the expressions "the Developer" and "the Contracting Purchaser" includes any successors in title and assigns of the Developer and "the Contracting Purchaser" shall include the personal representatives of the Contracting Purchaser.
- 1.3 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.4 Words importing persons of one gender only shall include the other and words importing the singular number only shall include the plural and vice versa;
- 1.5 Words importing persons include companies and associations or bodies of persons whether corporate or un-incorporate;
- 1.6 References to clauses, schedules and annexes are reference to clauses of, schedules to and annexes to this Agreement;
- 1.7 References to statutes are, unless otherwise specified, references to statutes of the Cayman Islands, and include any statutory modifications or re-enactments thereof and any regulations promulgated thereunder for the time being in force;
- 1.8 Clause headings are for convenience only and shall not affect the construction of this Agreement; and
- 1.9 References to "this Agreement" or to any other document are references to this Agreement or, as the case may be, such document as from time to time amended, supplemented or restated.

2. Agreement to develop

- 2.1 The Vendor has agreed to the construction of the Development on the Land.
- 2.2 The Developer hereby agrees to develop or cause to be developed the Unit on the Strata Lot at the Development Price in accordance with the specifications set out in the Second Schedule hereto and the Master Construction Contract annexed hereto as Exhibit A.

3. Conditions Precedent

- 3.1 It shall be a condition precedent of this Agreement that the Purchaser obtain a satisfactory offer of financing within thirty days of the date hereof. In the event the Purchaser does not obtain such an offer either party hereto shall be entitled to terminate this agreement forthwith by giving written notice to the other whereupon the Vendor shall return the Deposit paid hereunder to the Purchaser and neither party shall have any further rights or obligations under this Agreement.

3.2 It is a condition precedent of this Agreement to Develop that the Contracting Purchaser enters into a contract with the Vendor for the purchase of the Strata Lot simultaneously upon execution hereof.

3.2.1 In the event that the Contracting Purchaser is unable or unwilling to enter into such a contract for the purchase of the Strata Lot then this Agreement to Develop shall automatically terminate and neither party shall have any further rights or claims against the other.

4. Development Price

4.1 The Development Price shall be paid by the Contracting Purchaser to the Developer as follows:

4.1.1 On execution and exchange hereof a deposit of One Cayman Island Dollars (CI\$1.00); and

4.1.2 The balance of Two Hundred and Three Thousand, Nine Hundred and Ninety Nine Cayman Island Dollars (CI\$203,999.00) shall be paid on the Completion Date.

4.2 The payment in respect of the balance of the Development Price shall be in paid in Cayman Island Dollars by means of a banker's draft or a Client Account cheque of the Contracting Purchaser's Attorney drawn on a Class A Licensed Bank in the Cayman Islands or in other freely available funds acceptable to the Developer and shall be made without set-off, deduction or withholdings whatsoever.

4.3 In the event that any monies payable hereunder are paid by cheque none of the rights and obligations created hereby shall have effect until such cheque has been cleared in the Cayman Islands.

5. Completion Date

5.1 Save as hereafter provided, completion shall take place not later than twenty-one (21) days after such date as the Developer shall notify the Contracting Purchaser that Certificate of Fitness for Occupancy for the Unit has been issued by the Central Planning Authority for the Cayman Islands (the "Completion Date").

5.2 Unless otherwise agreed by the Developer or the Developer's Attorney completion shall take place at the offices of the Developer's Attorney.

6. Construction

6.1 The Developer warrants to the Contracting Purchaser (subject to the later provisions of this clause) that it will by the date set for completion procure complete construction of the Unit and the works provided for within the Common Property in a proper and workmanlike manner and in compliance with all Government consents, regulations and statutory requirements in accordance with the plans, elevations and specifications prepared on the Developer's behalf and approved by the Central Planning Authority, copies of which are kept at the Developer's offices, all of which the Contracting Purchaser acknowledges that he has seen and is deemed to have notice. The Unit and the works provided for within the

Common Property must be built in accordance with the plans of them at present in existence, but the Developer has the right to make such reasonable modifications to them as it deems fit provided the modifications do not materially affect the appearance of the Strata Lot or structure of the Unit.

- 6.2 The Contracting Purchaser acknowledges that, despite anything to the contrary in this Agreement, the Developer is under no obligation to construct or complete any building or any works within the Common Property not actually shown on the Strata Plan as being within the Development within any specific time or at all.
- 6.3 Despite anything to the contrary in this Agreement, if the Developer is unable to continue the construction of the Unit by reason of *force majeure* as defined below, the parties' obligations will be suspended until such time as construction can proceed (as to which a certificate of the Developer's architect will be final and conclusive), and the Developer may within sixty (60) days of the happening of an event which constitutes *force majeure* determine this Agreement and repay to the Contracting Purchaser all money paid under it without interest. In this clause "*force majeure*" means any event or circumstance whether arising from natural causes, human agency or otherwise beyond the Developer's reasonable control including (but without prejudice to the generality of the above provisions) Acts of God or the Queen's enemies, fire, storm, hurricane, earthquake, explosion, perils of the sea, flood, tidal wave, sea water damage, drought, war, riot, civil commotion, sabotage, accident, embargo, strike lockout or other labour dispute, shortage of labour or materials or economic recession.
- 6.4 The Purchaser hereby acknowledges that he has read and signed the Developer's Upgrade and Allowance policy, a copy of which is annexed hereto as the Third Schedule and fully accepts and understands the terms and conditions contained therein.

7. Completion Notice - Termination of Agreement

7.1 If the Contracting Purchaser does not:

7.1.1 Complete the purchase of the Strata Lot in accordance with the Agreement for Sale on the date set for completion; or

7.1.2 Pay the balance of the Development Price on the Completion Date;

then the Developer being then himself ready, able and willing to complete may after that date serve on the Contracting Purchaser notice to complete the purchase of the Strata Lot in accordance with the Agreement for Sale and pay the balance of the Development Price in accordance with this condition (a "Completion Notice"). The Developer shall be deemed to be ready to complete if he could do so but for some default or omission of the Contracting Purchaser.

- 7.2 Upon service of a Completion Notice it shall become a term of this Agreement that the Contracting Purchaser shall complete the purchase of the Strata Lot in accordance with the Agreement for Sale (if not already completed) and pay the balance of the Development Price within thirty (30) days of service of the said Notice and in respect of such period time shall be of the essence.

- 7.2.1** If the Contracting Purchaser is unable or unwilling to comply with a Completion Notice the Developer without prejudice to such other rights and remedies as are available to it shall be entitled to forfeit all sums paid hereunder and to terminate this Agreement and neither party shall have any further rights of action or claim of any nature against the other in respect hereof.
- 7.2.2** Where after service of a Completion Notice the time for completion shall have been extended by agreement or implication, either party may again invoke the provisions of this condition.
- 7.3** If the Developer has not on or before the 1st December, 2014:
- 7.3.1** Procured the Completion of the sale of the Strata Lot in accordance with the Agreement for Sale;
- 7.3.2** Completed construction of the Unit;
- 7.3.3** Procured completion of the registration of a Strata Plan in connection with the Development;
- 7.3.4** Procured receipt by the Vendor from the Registrar of Lands of notification that a register has been opened for the Unit; and
- 7.3.5** Procured the receipt by the Vendor of a Certificate of Fitness for Occupancy of the Unit from the Central Planning Authority for the Cayman Islands
- then the Contracting Purchaser being then himself ready, able and willing to complete may after that date serve on the Developer notice to complete the performance of all or any of the obligations of the Developer as is/are set out in this sub-clause that have not been completed by the Developer. The Contracting Purchaser shall be deemed to be ready to complete if he has complied with all the terms and conditions of this agreement and the Agreement for Sale and he could so complete but for some default or omission of the Developer.
- 7.4** Upon service of a Completion Notice it shall become a term of this Agreement that the Developer shall complete the performance of all or any of the obligations of the Developer as is/are set out in sub-clause 7.3 hereof that have not been completed by the Developer within thirty (30) days of service of the said Notice and in respect of such period time shall be of the essence.
- 7.4.1** If the Developer is unable or unwilling to comply with a Completion Notice the Purchasing Contractor shall be entitled to the return (without interest) all sums paid hereunder and to terminate this Agreement and neither party shall have any further rights of action or claim of any nature against the other in respect hereof.
- 7.4.2** Where after service of a Completion Notice the time for completion shall have been extended by agreement or implication, either party may again invoke the provisions of this condition.

- 7.5 In the event this agreement is terminated for any reason pursuant to this clause the Vendor and the Contracting Purchaser shall terminate the Agreement for Sale within seven days of such termination, in respect of which time shall be of the essence.
- 7.6 If either party shall fail to perform its obligation set out in sub-clause 7.5 in accordance with that sub-clause, it shall be deemed to have appointed the other party as its attorney-in-fact for the purpose of so doing.
- 7.7 In the event the Agreement for Sale is terminated pursuant to sub-clause 3.1 thereof then this agreement shall automatically terminate whereupon the Vendor shall return to the Purchaser (without interest) all sums paid by the Purchaser to it hereunder and neither party shall have any further rights or obligations under this Agreement to Develop.
- 7.8 In the event this Agreement to Develop is terminated pursuant sub-clause 7.3 then the Agreement for Sale shall be automatically terminated as if the Developer were in breach of the Agreement for Sale.
- 7.9 In the event this Agreement to Develop is terminated pursuant any of sub-clause 7.1 or 7.2 then the Agreement for Sale shall be automatically terminated as if the Contracting Purchaser were in breach of the Agreement for Sale.

8. Interest on late payments

In addition to any other remedies available to the Developer, in the event that the Contracting Purchaser delays in making payment of any installment payable hereunder or the final balance of the Development Price on the date fixed for such payment hereunder the Developer shall be entitled to charge interest on the late installment or the balance of the Development Price unpaid as the case may be until the date of payment at the rate of three per centum (3%) per annum above the prime lending rate of the George Town, Grand Cayman branch of the Royal Bank of Canada for Dollars calculated on a daily basis.

9. Assignment

The Contracting Purchaser may not assign this Agreement.

10. Merger on Completion

The provisions of this Agreement shall not merge on completion of the transfer of the Strata Lot so far as they remain to be performed.

11. Entire Agreement

The Contracting Purchaser admits that he has inspected the Strata Plan and the specifications for the Strata Lot and has contracted for the construction of the Unit with full knowledge of its actual state and condition and shall take the Strata Lot as described and the Contracting Purchaser now admits that he enters into this Agreement solely as a result of his own inspection and on the basis of the terms of this Agreement and not in reliance upon any representation or warranty, either written or oral, implied or made by or on behalf

of the Developer anything whatsoever subject to the agreement and that this Agreement contains the entire agreement between the parties.

12. Notices

12.1 Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered personally, by post, or by email:

To The Developer at:	Island Properties (Cayman) Limited
Address:	P.O. Box 31066, George Town, Grand Cayman, Cayman Islands, KY1-1205.
Telephone:	1 (345) 916 3355
Email:	info@islandproperties.ky

To The Contracting Purchaser at:	Daniel John Haydon and Anna Laura Elaine Haydon
Address:	P.O Box 112, George Town, Grand Cayman, KY1-9000
Telephone:	929 3523
Email:	haydondj@gmail.com

or at such other address as the recipient may have notified to the other party in writing.

12.2 Proof of posting, dispatch or transmission shall be deemed to be proof of receipt:

- a) In the case of a letter on the seventh day after posting;
- b) In the case of an email or personal delivery on the day immediately following the date of delivery or transmission.

13. No waiver of terms

In the absence of an express written agreement to the contrary no neglect omission or forbearance on the part of the Developer to take advantage of or enforce any right or remedy arising out of any breach or non-observance of any of the terms and conditions contained or implied herein shall be deemed to be or operate as a general waiver of such term and condition or the right to enforce or take advantage of the same in respect of any breach or non-observance thereof either original or recurring.

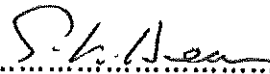
14. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Cayman Islands and the Contracting Purchaser hereby submits to the exclusive jurisdiction of the courts of the Cayman Islands.

IN WITNESS whereof, this Agreement has been signed by the parties hereto on the day and year first before written.

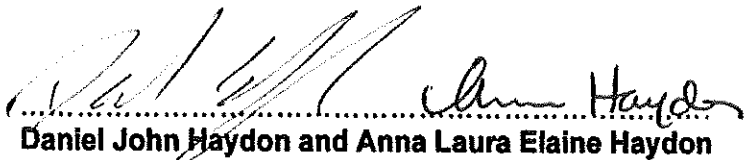
Signed for Island Properties (Cayman)
Limited by Simon K. Hearn
a director, in the presence of:

.....
Witness 

.....

For: Island Properties (Cayman) Limited

Signed by Daniel John Haydon and
Anna Laura Elaine Haydon
in the presence of:

.....
Witness 

.....

Daniel John Haydon and Anna Laura Elaine Haydon

First Schedule

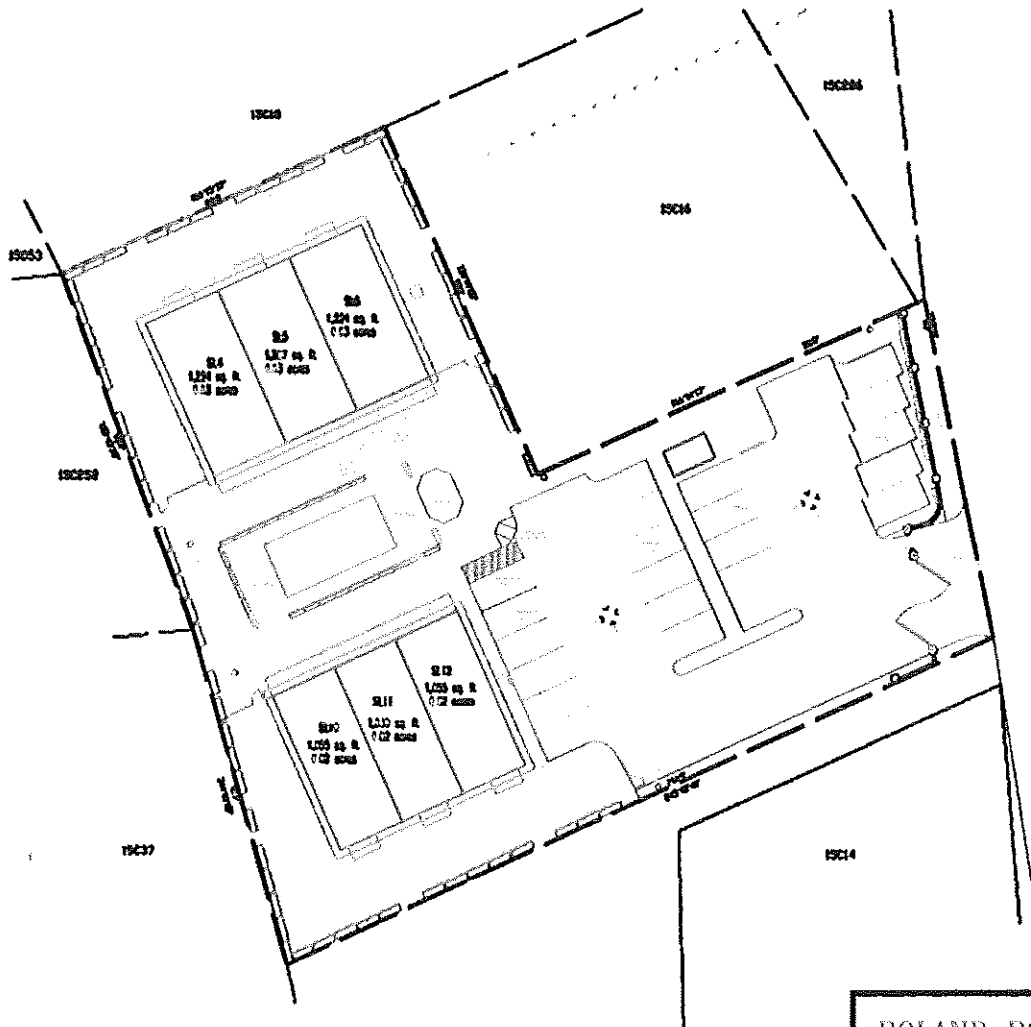
Site Plan

PLAN OF PROPOSED RAW LAND STRATA OF
 BLOCK 15C, PARCELS 15 & 17
 GRAND CAYMAN
 BRITISH WEST INDIES

ROLAND BODDEN & CO.LTD 2013.

SCALE IS 1" = 25'

SECOND FLOOR AREAS



KEY

20	GROUND LEVEL FLOOR
1	FIRST LEVEL FLOOR
2	SECOND

ROLAND BODDEN & CO. LTD
 LICENSED LAND & ENGINEERING SURVEYOR
 P.O. BOX 2313, GEORGE TOWN
 GRAND CAYMAN, B.W.I.
 TEL. 949 5177 / FAX: 949-0792

Second Schedule

STANDARD SPECIFICATIONS OF THE UNIT

Interior Design Features

- 9' 4" high ceilings
- Polished 24" porcelain tile on the living room, dining area, kitchen, bedroom and bathroom. The mezzanine area will be fitted with a laminated wood floor
- Crown molding finishes in the living room, and bedroom
- 48" modern style ceiling fans
- Pre-wired for fiber optic cable high speed cable, internet and telephone services
- Six panel interior colonial doors
- Smooth finish walls and ceilings
- Decora switches and receptacles
- Baseboard package
- Flush mounted lights throughout
- Delta/American standard faucets and shower packages

Kitchen Features

- Granite countertops -- choice of four colours (Butterfly Green, Gray Sardo, Santa Cecilia or Giallo Ornamental)
- Shaker style cabinets -- choice of two colours (white or maple)
- Stainless steel double compartment sinks
- Whirlpool/Kenmore/GE stainless steel appliance package (refrigerator/freezer, ceramic top stove, dishwasher, microwave and stackable washer/dryer)

Bathroom Features

- Marble countertops -- choice of two colours (Travertine Honed or Paradisio Brown)

- 8' x10' beige wall tiles
- Solid wood cabinets

Exterior Design and Security Features

- Private enclosed gardens attaching to the ground floor units
- Brush aluminum entry handles
- Pool, deck and gazebo area with barbeque and wet bar
- Landscaping
- Electric gated entrance
- Exterior lighting
- Boundary wall fences and hedges

Energy Efficient Features

- R-19 Batt insulation to walls and R-21 to ceiling
- Sealant around doors and windows
- 16 seer rated energy efficient air conditioning
- Efficient instant water heater
- Insulated entry doors and windows

Third Schedule

DEVELOPER'S UPGRADE AND ALLOWANCE POLICIES

1. The Unit comes with the standard specifications (including some alternatives in respect of certain item e.g. tiles etc.) set out in the Second Schedule above.
2. The following specifications may be upgraded by the Purchaser, subject to the conditions set out below. The Purchaser will be given an allowance in respect of a specification to be upgraded as set out below which will be deducted from the cost of the relevant upgrade.

<u>Item</u>	<u>Allowance</u> C1\$
i. Floor tiles	1.75psf
ii. Bathroom wall tiles	1.49sf
ii. Wood laminated flooring	1.75psf
iii. Granite counter-top – kitchen	1,500
iv. Bathroom vanity:	1,000
v. Toilet	150
vi. Kitchen faucets	179
vii. Bathroom faucets	
Building A	258
Building B	129

Other specifications and alteration may be made with the approval of the Developer.

All upgrades must be approved by the Developer.

The materials to be upgraded must be ordered through, and installed or carried out by, the

Exhibit A

Master Construction Contract

Minor Works
Building Contract
Construction Apartments
At Block 15C Parcel 15&17
Grand Cayman
Cayman Islands

Between: Thistle Construction Ltd. (the “Contractor”)
And: Island Properties (Cayman) Ltd. (the “Customer”)

Based on the JCT standard form of contract and adapted for use in the Cayman Islands

Part I The arrangements for the work

[A] The work to be done

1 Give a short description of the work to be done.

Construction of apartment complex comprising of 2# buildings and associated external work

2 A full description of the work to be done is given in the documents ticked below. These are the work details.

Contractor's quotation REFER TO APPENDIX A

Specification REFER TO APPENDIX B

Architects drawings REFER TO APPENDIX C

Bill of Quantities

Other documents *(Please specify the document and show whether the consultant or the contractor prepared them).*

Contractors Schedule of Payment – REFER TO APPENDIX D

(Both the customer and the contractor should initial the documents and both parties should keep a set of them with his copy of this contract)

[B] Planning Permission and Building Regulations.

1 Island Properties has applied, or will apply, for planning permission and building regulations.

2 The contractor will not start work at the premises before any planning permission and building regulations requirements have been received. The Red Card must be displayed on site as required by the Building Control Department.

[C] Using Facilities on the Premises.

1 The customer has ticked below the facilities which he will allow the contractor to use free of charge.

Electricity Telephone/fax

Washroom/toilet Water

[D] Price.

- 1 The price for the work shown in the work details is **1,787,478.CI DOLLARS**).
- 2 The contractor will itemize the price shown on page 4.
- 3 The price also includes the contractor's costs of dealing with any unexpected problems which he could have discovered by carrying out a careful inspection before the price was agreed.
- 4 All change orders to contract must be approved in writing by Island Properties
- 5 15% immobilization payment due 24th January 2014 sum of \$268,121.70ci dollars and valuation reports to be completed by JEC or other agreed QS on 15th of each month and paid within 14 days of the agreed valuation .

[E] Payment.

- 1 The customer should tick one of the boxes below to show how he will pay the contractor. (See conditions 6(a) and 6(b).)

 The customer will pay either:

 By one payment when all the work is finished; or

 By the agreed installments detailed within Appendix D, together with any price adjustment for changes to the work, when each of the stages of the work is finished.
- 2 The customer will not have to pay the remaining of the total price until 14 days after the contractor has received certificate of occupancy.

[E] Payment (Cont'd)

- Valuation of the contract works (summarized below) will be undertaken on completion of the relevant stages as detailed on the enclosed Schedule of Payment (Refer to Appendix D).

Contract Breakdown:
(Inclusive of labour, materials and specialists work)

Preliminaries:

Site clearance and Fill:

Foundations and Floor Slabs:

External and Internal Concrete Walls:

Roof: Construction and Finish

Windows: and doors

Finishes:	External Internal Walls Floors Ceilings
Fixtures and fittings:	(kitchen, bathroom and closets)
Appliances:	(kitchen and utility equipment)
Service:	Plumbing installation inc. fixtures Air conditioning Electrical installation inc. fixtures Propane Gas and Water Heater Drainage (septic tank)
External Works:	Driveway, patio / pool deck

Total:

[F] The working period

(The working period is the agreed length of time for doing the work. The client should tick one of the options below.)

- The contractor will start the work no later than 27th January 2014 and finish it by 1st December 2014 on the condition that all necessary planning and BCU approvals are obtained.
- The work will be finished within 44 weeks from start date to be agreed between the client and the contractor. Contractor will be responsible to inspect site prior to starting date to ensure all scopes of work have been checked and drawings accurate.

2 The working period will be extended in certain circumstances. *(See condition 5(a).)*

[G] Product guarantees

The contractor will give the customer any guarantees issued by the manufacturers of products installed in the work.

[H] Insurance

Before the work starts:

- 1 The customer will tell his household insurers (if any) that he is about to have work done at the premises.
- 2 The contractor will have an "all risks" insurance policy to cover himself and the client for the full costs of damage to the work and to unfixed materials which are on the premises before being used in the work.
- 3 The contractor will have an up-to-date public liability policy for death or injury to people and damage to property. Amount insured for any one claim arising from one event C1\$1,000,000

[I] working hours

The customer will allow the contractor to do the work between 07:00 am and 5.00pm from Monday to Friday and 8.00 am to 01:00 pm Saturday, unless they agree otherwise..

[J] Occupation and security of the premises

- 1 The customer has ticked a box below to show whether the premises will be lived in while the work is being done.
 - The premises will be lived in
 - The premises will not be lived in
- 2 If the premises are unoccupied at any time while the work is being done the contractor will take practical and common-sense precautions to deter intruders entering.

[K] Disputes

- 1 The customer or the contractor can start court proceedings to settle any disputes.

- 2 The customer or the contractor can also have disputes decided within 21 days by an adjudicator appointed under an adjudication scheme for this contract run by the Royal Institution of Chartered Surveyors (RICS) or the Royal Institute of British Architects (RIBA). This is as well as the right to go to court.
- 3 The contractor agrees that if he wants a dispute to be decided by adjudication he will not apply to the National Specialist Contractors Council.
- 4 If the customer or the contractor chooses adjudication to decide disputes they both accept that the cost, rules and procedures involved will become part of this contract.

Free details of the cost, rules and procedures for adjudication are available from the following.

<p><u>Royal Institution of Chartered Surveyors</u> Dispute Resolution Service Surveyor Court Westwood Way Coventry CV4 BJE Phone: 020 7222 7000 Fax: 020 7334 3802 E-mail: drs@rics.org.uk</p>	<p><u>Royal Institute of British Architects</u> Adjudication Administrator 66 Portland Place London W1B 1AD Phone: 020 7307 3649 Fax: 020 7307 3754 E-mail: adjudication @ inst. riba.org</p>	<p><u>National Specialist Contractors Council</u> Construction House 56-64 Leonard Street London EC2A 4JX Phone: 020 7608 5090 Fax: 020 7608 5081 E-mail: administrator@nsc.org.uk</p>
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Customer's signature: _____

In the presence of: _____

WITNESS SIGNATURE

 WITNESS NAME

 WITNESS ADDRESS

Contractor's signature: _____

In the presence of: _____

WITNESS SIGNATURE

 WITNESS NAME

 WITNESS ADDRESS

Dated: _____

The Conditions Part 2

1 Contractor's responsibilities

The contractor will do the following.

- (a) Carry out the work set out in the work details carefully and competently.
- (b) Use materials which are of satisfactory quality and suitable for their intended purpose. The materials will be new unless the consultant agrees otherwise in writing.
- (c) Start and finish the work within the working period or any extension made to it.
- (d) Be at the premises regularly to carry out the work during the agreed working hours.
- (e) Not sub-contract any of the work without the client's permission.
- (f) Store away his tools and equipment and ladders at the end of each working day.
- (g) Regularly dispose of any rubbish from the work.
- (h) Be responsible for any damage he may cause to the premises and its contents or to neighboring properties.
- (i) Leave the working areas in a clean and tidy condition after finishing the work.
- (j) Keep to all his legal duties and responsibilities.

2 Customer's responsibilities

The customer will do the following.

- (a) Give the contractor access to the premises during the agreed working hours throughout the working period.
- (b) Keep the working areas sufficiently clear of obstructions to allow the contractor to carry out the work.
- (c) Allow the contractor to carry out the work in an order which he considers necessary to finish the work on time.

3 Health and safety

(a) The contractor will take all practical steps to:

- (i) Prevent or minimize health and safety risks to the customer and other people living in or visiting the premises;
- (ii) Minimize environmental disturbance, nuisance or pollution from the work; and
- (iii) Make sure that any temporary protection for the work is safe and weatherproof.

(b) The customer will:

- (i) take notice of all warnings the contractor gives about any health and safety or environmental risks which he is taking measures to prevent or minimize; and
- (ii) Not knowingly allow people living in or visiting the premises, particularly children, to be exposed to any dangers from the work.

4 Changing the work details

Only the customer can change the work details. Changes will be dealt with as follows.

- (a) If the changes increase the amount of work shown in the work details and the contractor agrees the changes, he will quote a price for the extra work and time involved. The customer will then decide whether to go ahead with the changes.
- (b) If the changes reduce the amount of work shown in the work details the contractor will make an appropriate reduction in the price.

(c) If the changes alter the cost of any items in the work details without increasing of work involved, an appropriate adjustment of the price will be made to reflect those changes.

5 Extending the working period

(a) The customer will extend the working period by a fair and reasonable amount if the contractor:

(i) Has to spend extra time on the work because of changes made to the work details; or

(ii) Cannot finish the work on time for reasons beyond his control, including any delay caused by the customer.

(b) The contractor can claim any reasonable costs arising from the working period being extended because of any delay caused by the customer.

6 Payment

(a) When all of the work is finished (if the customer is not paying by installments), or when its stage of the work is finished (if the customer is paying by installments), the contractor will invoice the customer the amount due after taking account of any price increase or decrease for changes made to the work details.

(b) The customer will pay 100% of the amount of the invoice no later than 14 days after receiving the Certificate of Occupancy.

6 Contractor's continuing Responsibility

For 1 year after carrying out the work the contractor will remain responsible for any faults in the work (other than fair wear and tear) which are caused by him.

8 Bringing the contract to an end

(a) If the contractor:

(i) Is not at the premises regularly to carry out the work; or

(ii) Is not meeting his health and safety and environmental responsibilities; or

(iii) is so incompetent or careless that the work is of an unacceptable standard; and does not correct the matter within 7 days of receiving a written warning from the customer or the consultant, the customer can end this contract by giving the contractor a written notice. The contract will end as soon as that notice is given.

(b) If the customer ends this contract he will only have to pay any money due to the contractor when the work has been finished by another contractor.

(c) If the customer:

(i) Does not pay an amount due, without having good reason; or

(ii) Prevents or obstructs the contractor from carrying out the work; and does not correct the matter within 7 days of receiving a written warning from the contractor, the contractor can end this contract by giving the customer a written notice. The contract will end as soon as that notice is given.

(d) If the contractor ends this contract the customer will pay him, within 14 days of the contract ending, for work properly carried out, for any materials made especially for the work and for any other of the contractor's materials on the premises which he allows the customer to keep.

- 9 **Insolvency**
- (a) If the customer or the contractor becomes insolvent (unable to pay their debts), this contract will come to an end unless the insolvency practitioner involved makes a suitable arrangement to allow the contract to continue.
- (b) If this contract comes to an end because the contractor becomes insolvent, the customer will not have to pay any amount then due to the contractor until the work has been finished by another contractor.
- 10 **Other rights and remedies**
- (a) The customer and the contractor can claim from each other the costs and expenses which result from either of them failing to keep to the terms of this contract.
- (b) This contract does not rule out or limit any other legal remedies which may be available to the customer or the contractor.
- (c) Only the customer and the contractor can take action to enforce the terms of this contract.
- 11 **Law of the contract**
- The laws of the Cayman Islands apply to this contract.

Appendix B

FAIRBANKS ROAD – SPECIFICATION

The specification produced below is to be read in conjunction with the approved drawings.

SUB-CONTRACTORS

1. **PLUMBING – per plumbing drawings.**
2. **AIR-CONDITIONING – per mechanical drawings.**

Any change to specifications to be approved by the developer.

All condensers and air handlers to be ultra high efficiency 16 seer rated York or Carrier compressors or higher.

3. **ELECTRICAL – per electrical drawings.**
4. **LANDSCAPING – per landscaping drawings.**

GENERALLY

1. **FILL TO SITE / UNDERSIDE OF SLAB** – as per structural plan.
2. **STRUCTURAL** – as per structural drawings.
3. **ROOF/SOFFITS/FASCIAS** – pre-engineered roof trusses, pressure treated plywood deck – as per structural / architectural drawings.
4. **GUTTERING** - 6" white aluminum.
5. **EXTERIOR WALLS** – 8" CMU block filled with concrete. They are to be rendered externally and furred internally and to be finished with sheetrock.
6. **INTERIOR WALLS** – concrete walls to be finished as above. 3 5/8" steel studs with sheetrock / cement board.
7. **MAIN ENTRANCE / SLIDING DOORS** – to be agreed by developer.
8. **WINDOWS** – single hung, double glazed, solar tinted, frame colour white PGT or equal.
9. **INTERIOR DOORS** – hollow core masonite panelled. Bi-fold doors are to match the interior door style. Door hardware is to be brushed satin/nickel.
10. **CABINERY** – to be hardwood and counters to be granite to be agreed by the developer.
11. **PAINT WORKS** – all interior doors, trims, baseboards etc are to be sanded, nail holes filled, prepared etc and painted with a minimum mist coat and two finish coats, colour to be agreed.
12. **INTERNAL TRIMS** – door trims to be 3 1/2" colonial castings to be finished in white. Baseboards to be 7 1/4" high profile colonial to be approved by the client and finished in white. Wood trim as per the brochure
13. **FLOOR FINISHES** – 24" x 24" porcelain tile to be approved by the developer.

14. WALL FINISHES:

Main Units – concrete walls to be furred and finished with sheetrock with a minimum of mist coat and two finish coats, colour to be agreed by developer.

Partition Walls – to be 1/2" sheetrock to metal studs with a minimum of mist coat and two finish coats, colour to be agreed by developer.

Bathroom Walls – to be 1/2" moisture resistant board minimum of mist coat and two finish coats, colour to be agreed by developer. Bathroom walls to be tiled with locations

to be agreed by the developer.

15. CEILINGS - to be ½" sheetrock with a minimum of mist coat and two finish coats, colour to be agreed by developer.

16. KITCHEN APPLIANCES:

Range: glass top range stainless steel

Hood: microwave over the range 1.4 c.u. foot stainless steel finish

Refrigerator: 23 c.u. foot side by side refrigerator with ice and water dispenser stainless finish

Dishwasher: standard spec dishwasher stainless steel finish

Washer / Dryer: stackable combination all white

17. BATHROOMS:

Mirrors: full height mirror over vanities

WC: american standard model 103-160 with matching seat, 1.6 gal bowl only

Bathtub: American 60" all white

Basin: granite, to be agreed by developer

Faucet: moen 3 hole satin finish or similar

Tub and shower faucet: moen single handle pull down satin finish or similar

1# towel rails: satin

1# towel ring: satin

1# paper holder: satin

Exhaust Fan: nutone #qt - 110 or similar

18. CLOSET CABINETRY: closet maid 16" wire shelving to be fixed into studs or backing

Interior Design Features

- 9' 4" high ceilings
- Polished 24" porcelain tile on the living room, dining area, kitchen, bedroom and bathroom. The mezzanine area will be fitted with a laminated wood floor
- Crown molding finishes in the living room, and bedroom
- 48" modern style ceiling fans
- Pre-wired for fiber optic cable high speed cable, internet and telephone services

- Six panel interior colonial doors
- Smooth finish walls and ceilings
- Decora switches and receptacles
- Baseboard package
- Flush mounted lights throughout
- Delta/American standard faucets and shower packages

Kitchen Features

- Granite countertops – choice of four colours (Butterfly Green, Gray Sardo, Santa Cecilia or Giallo Ornamental)
- Shaker style cabinets – choice of two colours (white or maple)
- Stainless steel double compartment sinks
- Whirlpool/Kenmore/GE stainless steel appliance package (refrigerator/freezer, ceramic top stove, dishwasher, microwave and stackable washer/dryer)

Bathroom Features

- Marble countertops – choice of two colours (Travertine Honed or Paradisio Brown)
- 8' x10' beige wall tiles
- Solid wood cabinets

Exterior Design and Security Features

- Private enclosed gardens attaching to the ground floor units
- Brush aluminum entry handles
- Pool, deck and gazebo area with barbeque and wet bar
- Landscaping
- Electric gated entrance

- Exterior lighting
- Boundary wall fences and hedges

Energy Efficient Features

- R-19 Batt insulation to walls and R-21 to ceiling
- Sealant around doors and windows
- 16 seer rated energy efficient air conditioning
- Efficient instant water heater
- Insulated entry doors and windows

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: Daniel John Haydon
Anna Laura Elaine Haydon

Plaintiff

AND: Island Properties (Cayman) Limited

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Island Properties (Cayman) Limited
Western International Trust Company Limited
P. O. Box 1369
79 Town Hall Road
West Bay
Grand Cayman, KY1-1108

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.