

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *522* OF 2006

BETWEEN: PAINT PROS LTD

PLAINTIFF

AND: RESTORATION CAYMAN LIMITED

DEFENDANT



WRIT OF SUMMONS

TO: RESTORATION CAYMAN LIMITED
Cayman International Corporate & Marine Services Ltd
PO Box 822
Grand Cayman KY1-1103
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, Grand Cayman KY1-1106, Cayman Islands, 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 30th day of November 2006.

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁵²² 12 OF 2006

BETWEEN: PAINT PROS LTD

PLAINTIFF

AND: RESTORATION CAYMAN LIMITED

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated in the Cayman Islands Companies Registry, specializing in the provision of supply of services to assist with inter alia interior and exterior preparation and painting.
2. The Defendant is a company incorporated in the Cayman Islands Companies Registry registered as the registered proprietor of Registration Section West Bay Beach South, Block 13B, Parcel 124 REM1 physically known and referred to as the Treasure Island Hotel ("THH").
3. Pursuant to a request by the Defendant's subcontractor, Mr. Gibb Phillips of BSI Constructors Inc ("BSI"), the Plaintiff, on 25th July 2005, provided a first proposal contract for the interior painting of THH's rooms, back patios and entryways ("the First Contract"), which included a breakdown of the scope of work provided.
4. Following receipt of the First Contract, BSI accepted its terms and conditions and instructed the Plaintiff to commence work pursuant to the terms of the First Contract.
5. The work to be undertaken in the First Contract included the protection of all relevant areas, the preparation of surfaces and the required painting of those areas.
6. The price quoted in the First Contract represented each cove, with each and every cove consisting of two guest rooms, two bathrooms, two back patios, walls ceiling and front entryway.

7. Again, at the request of the Defendant's sub-contractor, Mr. Gibb Phillips, on 25th August 2005 the Plaintiff delivered a second contract concerning the required interior drywall installation and finish to the new kitchenette cabinets in the guest rooms ("the Second Contract"). The work under the Second Contract included all labour and materials for hanging and finishing drywall. The drywall material was not included in the Second Contract and was agreed by the Plaintiff and Mr. Gibb Phillips to be provided by BSI. The cost associated with the work required under the Second Contract totaled C\$170.00 per room. There were in total 285 rooms.
8. Following receipt of the Second Contract, BSI accepted its terms and conditions and instructed the Plaintiff to commence work pursuant to the terms of the Second Contract.
9. On or around mid-October 2005, the Plaintiff was requested by Mr. Gibb Phillips of BSI to provide a third contract for all required work to the exterior of TIH ("the Third Contract"). The Third Contract concerned the execution, inspection, preparation, application and cleaning of all external work required to TIH. The work required under the Third Contract was specified to be limited to room buildings only at a cost of C\$280,596.00. The Third Contract further provided that one-third of the total contract price would be due upon contract signing, with the final payment due upon completion, or penalties would apply.
10. Following receipt of the Third Contract, BSI accepted its terms and conditions and instructed the Plaintiff to commence work pursuant to the terms of the Third Contract.
11. On 5th November 2005 as requested by BSI, the Plaintiff provided a fourth contract concerning work required to the exterior patio floors ("the Fourth Contract"). The work included within the Fourth Contract included the cleaning and painting of all exterior patio floors of the TIH room balconies, including a cost for labour and materials, totaling C\$55.00 per balcony. In total there were 288 balconies.
12. Following receipt of the Fourth Contract, BSI accepted its terms and conditions and instructed the Plaintiff to commence work pursuant to the terms of the Fourth Contract.

19. Wrongfully, and in breach of contract, the Defendant has failed and refused to pay the Plaintiff's invoices issued since 22nd February 2006, leaving an outstanding balance, exclusive of interest, totalling C1\$436,303.48, whereby the Plaintiff has suffered loss and damage.

PARTICULARS

The details of the invoices the Defendant has failed to pay are:

Date	Invoice No.	CIS Amount
10 April 2006	410	10,341.92
10 April 2006	411	5,642.76
10 April 2006	412	4,845.60
10 April 2006	413	2,130.40
10 April 2006	414	2,370.40
10 April 2006	415	2,370.40
10 April 2006	416	3,555.60
10 April 2006	417	4,043.54
10 April 2006	418	40,506.98
10 April 2006	419	24,396.62
10 April 2006	420	140,500.00
16 May 2006	424	40,531.86
26 May 2006	437	6,275.00
26 May 2006	438	8,690.00
26 May 2006	439	126,066.20
26 September 2006	549	14,036.20
TOTAL:		C1\$436,303.48

20. On or around 9th October 2006 the Plaintiff's attorney received three cheques totalling C1\$13,259.99 (US\$16,170.73) in part payment of the outstanding amount. No further sums have been paid to the Plaintiff.

STATEMENT REGARDING INTEREST

21. The Plaintiff seeks and is entitled to interest to the Judicature Law (1995 Revision) in the sum of C1\$15,172.28 until 30th November 2006, calculated as set out below:

Date	C1\$		No. days		No. days	3.00%	7.25%
10/04/2006	10,341.92	30/06/2006	81	30/11/2006	153	68.85	314.30
10/04/2006	5,642.76	30/06/2006	81	30/11/2006	153	37.57	171.49
10/04/2006	4,845.60	30/06/2006	81	30/11/2006	153	32.26	147.26
10/04/2006	2,130.40	30/06/2006	81	30/11/2006	153	14.18	64.74
10/04/2006	2,370.40	30/06/2006	81	30/11/2006	153	15.78	72.04
10/04/2006	2,370.40	30/06/2006	81	30/11/2006	153	15.78	72.04
10/04/2006	3,555.60	30/06/2006	81	30/11/2006	153	23.67	108.06
10/04/2006	4,043.54	30/06/2006	81	30/11/2006	153	26.92	122.88
10/04/2006	40,506.98	30/06/2006	81	30/11/2006	153	269.68	1,231.02
10/04/2006	24,396.62	30/06/2006	81	30/11/2006	153	162.42	741.42
10/04/2006	140,500.00	30/06/2006	81	30/11/2006	153	935.38	4,269.85
16/05/2006	40,531.86	30/06/2006	45	30/11/2006	153	149.91	1,231.78
26/05/2006	6,275.00	30/06/2006	35	30/11/2006	153	18.05	190.70
26/05/2006	8,690.00	30/06/2006	35	30/11/2006	153	25.00	264.09
26/05/2006	126,066.20	30/06/2006	35	30/11/2006	153	362.66	3,831.20
26/09/2006	14,036.20			30/11/2006	65		181.22
	436,303.48					C1\$2,158.12	C1\$13,014.17

**Total
Interest: C1\$15,172.28**

and continuing at the daily rate of C1\$86.66 until judgment or sooner payment, alternatively at such rate from such date and on such amount as this honourable Court thinks fit.

AND THE PLAINTIFF claims:

- a) Judgment for the principle sum of C1\$423,043.49 (US\$515,906.70);
- b) Interest pursuant to a rate determined by the Judicature Law (1995 Revision) as set out in Paragraph 21 above;
- c) Costs;

d) Such further or other relief as this Honourable Court deems appropriate.

DATED this 30th day of November 2006.

FILED this 30th day of November 2006.



CAMPBELL

Attorneys-at-Law for the Plaintiff

THIS IS WRIT AND STATEMENT OF CLAIM is filed by Campbells, Attorneys-at-Law for the Plaintiff whose address for service is 4th Floor Scotia Centre, PO Box 884, George Town, Grand Cayman KY1 - 1103, Cayman Islands Tel: 949-2648 (Ref: AJW/BJH/sm/13643)