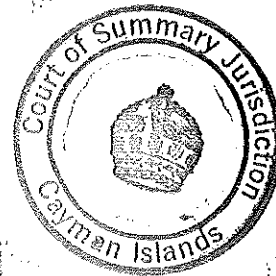


No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 208 of 2017

BETWEEN:

Bradford Betzner

Co-Plaintiff

Nick McMillan

Co-Plaintiff

Plaintiff

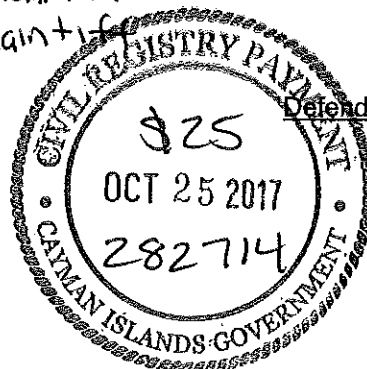
Siddhant Jain Jaiswal

Co-Plaintiff

AND:

Cristian Kentesz

Defendant



To the Defendant

Ground Floor, Shedden Rd. 1 Capital Pl
PO Box 10251 APO, Grand Cayman
KY1-1003 (NCB Group)

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 Plaint 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 25 day of OCT 20 17

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)

Please see attached Exhibit A

AND the Plaintiff claims:

- 1 The sum of \$ 996.⁹³.
- 2 Interest in the sum of \$ 4.41 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 205, alternatively costs to be assessed.


Plaintiff's Signature
1313


SJ


UM

Plaintiff's address for service

62 Forum Lane, Camana Bay, P.O. Box 510
Grand Cayman, KY1-1106, Cayman Islands

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: Bradford Betner Co-Plaintiff
Mick McMillen Co-Plaintiff
Siddhant Jain Jaiswal - Co-Plaintiff ^{Plaintiff}

AND: Cristian Kertes Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

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.

EXHIBIT A

Bradford Betzner, Co-Plaintiff 1, Nick McMillan, Co-Plaintiff 2, & Siddhant JainJaiswal, Co-Plaintiff 3 v. Cristian Kertesz, Defendant

Plaintiff Betzner Phone Number: 814-8986

Email: bcbetzner@gmail.com

Co-plaintiffs were roommates and party to same lease at San Sebastian lease dated January 19th of 2017, unit 131 (Exhibit F). Co-plaintiffs have an equal 1/3 interest in the claim against the defendant Cristian Kertesz whom is the owner of the property. Total value of claim is \$996.96 with each plaintiff having an equal 1/3 interest of \$332.31 for funds not returned to plaintiffs from security deposit as described below. Interest of \$4.41 calculated at the prescribed rate from August 18th to date. Interest to continue at the per diem rate of \$.065 per day until matter is settled.

- 1) Defendant charged \$250 plaintiffs (Exhibit G) for couch cleaning from security deposit balance at Unit 131 in San Sebastian, South Sound. Couch required clearing due to laminate installed by previous tenant of unit prior to lease executed by plaintiff and defendant. Laminate peeled and flaked over time and was brought to the attention several times to the defendant by the plaintiffs via email and WhatsApp as it was unpleasant to live. Flakes from the floor spread all over plaintiffs' skin and cloths no matter how often floor was swept as the floor peeled daily. During the tenancy of the plaintiffs, the floor was sanded down to remove laminate and the couch in question was cleaned, but it was not until after plaintiffs vacated from residence were plaintiffs made aware of defendants attempt to charge plaintiffs for faulty peeling of the floor. Defendant made no mention that he would charge the plaintiffs for defendant's previous tenant's faulty floor sticking to defendant's couch. In email dated August 3rd (Exhibit B) defendant makes reference that he the defendant considers himself to be 50% at fault but declines to remedy the plaintiffs. **Plaintiffs seeks compensation of \$250.**
- 2) Defendant charged plaintiffs \$60 from security deposit for door repair to kitchen cabinet which plaintiffs view as a scratch from normal wear and tear using kitchen in normal manner outlined in lease. Picture attached of said damages (Exhibit C). **Plaintiffs seeks compensation of \$60.**
- 3) Defendant charged plaintiffs \$250 from security deposit to "Repair walls damage" (Exhibit E). Plaintiffs told defendant that scratches and marks to walls are results of wear and tear that are considered normal for any residential lease. Plaintiffs lease was six months and involved three adult individuals who used the hallways and stairs daily as a result of living on the second and third floor of the residence. This would be the equivalent wear of one adult living in residence for one year and a half. Defendant continued to state in six months time there should be no wear and tear, yet plaintiffs lived in the house on a daily basis and used in a manner consistent with described in the lease (Exhibit F). When plaintiffs requested receipts showing repair work performed on wall defendant responded with email

dated August 4th stating he was not able to get receipts for plaintiffs because "In Cayman this is how it works sometimes for various reasons you may come to understand if you live here long enough." The email was condescending to the plaintiffs and left no support nor documentation for where the \$250 went. The defendant is a financial controller for a well-established company on island and the plaintiffs have a higher level of expectation of documentation for spent funds. **Plaintiffs seeks compensation of \$250.**

- 4) Defendant charged plaintiffs \$80 (Exhibit E) from security deposit for white outdoor patio pillows to be cleaned. Pillows were white outdoor pillows defendant chose to have exposed to the elements of the Caribbean and cannot reasonably expect the weather to keep them in in new condition. If defendant were to keep the pillows inside the house, plaintiffs would agree with defendant's position for cleaning charges, but pillows were kept outdoors on back screened patio and exposed to wind, water, rain, salt air, etc. Defendant mentioned plaintiffs should have kept the pillows clean during the tenancy. Plaintiffs did keep the pillows clean during the course of routine cleaning but defendant cannot expect white pillows kept in the elements to maintain their new look. **Plaintiffs seeks compensation of \$80.**

- 5) Defendant charged plaintiffs \$70 (Exhibit I) for a second "final" cleaning upon vacating the property. Rental lease (Exhibit F) stated plaintiffs shall professionally clean apartment upon termination of lease only once. Plaintiff Nick McMillan was approached by the defendant who requested the plaintiff schedule the final cleaning early so the defendant could take pictures to list property on eaytrade.com prior to plaintiff's departure. All plaintiffs agreed with defendant to schedule a final deep cleaning and one was arranged for July 5th, 2017 in order to accommodate the defendant with the understanding plaintiffs would not be charged another "final" cleaning upon plaintiffs departure at the end of the month. Plaintiffs was shocked to find that after going out of their way to accommodate defendant, plaintiffs were taken advantage of by being charged again for a second "final" cleaning. If plaintiffs had known this would have occurred, plaintiffs would have never agreed to allow for a "final" cleaning to occur before departure as this was not stipulated in the lease agreement. Additionally, defendant charged plaintiff a \$35 tip to Roper Cleaners (Exhibit H). Plaintiffs does not feel compelled to pay for any such tip as plaintiff only agreed to pay for a cleaning and the defendant should be liable with his own personal funds to cover any and all types of additional compensation for which defendant wishes to compensate above and beyond the actual price of the invoice from the services provided. **Plaintiffs seeks \$35 for tip and \$70 for second unauthorized final cleaning by schedule by defendant for a total sum of \$105.**

- 6) Defendant charged plaintiffs \$21.08 for bath caddies to be replaced (Exhibit E). Bath caddies provided by defendant were of lesser quality and did not stay in place in the shower when affixed to the wall after normal use. Plaintiffs attempted to use bath caddy in a normal manner in which one would assume a bath caddy would be used by adding a bottle of body wash to the caddy. After about three months of daily use the bath caddy failed leading plaintiff Bradford Betzner to believe the bath caddy was either defective or of lesser

quality. Plaintiffs would welcome defendant to show brand and model of bath caddy so reviews can be examined online of bath caddy to see how customers have fared with similar usage. In no way did plaintiff abuse or mishandle said bath caddies. **Plaintiffs seeks compensation of \$21.08.**

7) Defendant charged plaintiffs \$67.20 for bathmats to be replaced (Exhibit E). Plaintiff Nick McMillan used the bathroom daily and washed the bathmats once while residing at the premises. The bathmats were unstained on departure upon cleaning. Plaintiff McMillan was provided no option by the defendant to replace the bathmats nor contest the charge of \$67.20 enforced by the defendant. Plaintiff McMillan did not abuse said bathmats and used them in a manner any reasonable tenant would while occupying the residence on a daily basis. **Plaintiffs seeks compensation of \$67.20.**

8) Defendant charged plaintiffs \$163.65 for a four piece wall art set (Exhibit J). The four set piece was hung in plaintiff Siddhant JainJaiswal's room. One of the four pieces of the wall art set fell on the floor from the wall due to a loose screw and a piece from one set broke (1 of the 4 pieces). Plaintiff JainJaiswal informed the defendant about the incident immediately upon noticing the damage. The defendant initially agreed to have the piece repaired and adjust the repair cost from the security deposit. But the defendant changed his mind and deducted \$163.65 (May 2015 invoice price for the complete 4 piece wall art set) from the security deposit, instead of deducting $\frac{1}{4}$ proportion cost, as only one piece was damaged. Plaintiff JainJaiswal, with the defendant's consent agreed to have it repaired and was made aware by the defendant he would reimburse the cost. After several email exchanges with defendant and searching for the correct color and texture, plaintiff JainJaiswal had the piece repaired at his personal cost of \$35. The defendant reviewed the wall art set and acknowledged that it had been repaired, but ending up stating verbatim

"Since your roommates and you are taking me to the court, I would wait for it to be settled based on courts judgment".

The defendant made plaintiff JainJaiswal believe for over one month (August 7th, 2017 to September 18th, 2017) that if the one piece was repaired, the full cost would be reimbursed to the plaintiffs. Additionally, the defendant is in possession of the three of the four pieces of the wall art set (the simple fact being, the plaintiffs were charged for all 4 pieces of the 4 piece wall art set). **Plaintiffs seeks compensation of \$163.65.**



Bradford Betzner <bcbetzner@gmail.com>

Re: SS expenses

1 message

Cristian Kertesz <jinxstarr@yahoo.com>

Thu, Aug 3, 2017 at 11:39 AM

To: Bradford Betzner <bcbetzner@gmail.com>

Cc: Nick GT <nicholas.mcmillan@live.co.uk>, Siddhant Jain Jaiswal <sidjj21@gmail.com>

Couch cleaning - would not have been necessary had the unit been kept clean as required by the lease and the flakes would not have been brought to the couch on bare feet. However, this is one place where I would estimate the responsibility to be 50/50 but to my mind it's offset by the fact that I gave the equivalent amount for the master bathroom bath door repair which was 100% tenant responsibility. Will leave you guys to determine how best to allocate that.

Kitchen cabinet door - there was a pic with the batch I sent. Tried to fix it myself but too deep. Have attached a pic of the scratch with filler.

Walls damage - I noted previously that I absolutely do not regard holes and scratches in walls as wear and tear, especially from tenants who only inhabited for 6 months.

Pillow cleaning - stains etc were not normal weather; pillows were brand new when you moved in as they had just arrived on island. Should have been cleaned by you as part of your unit maintenance.

Final cleaning - as I noted in the spreadsheet you were due to have a standard cleaning in May which was just flipped for the final clean which I discussed with Nick when arranging it; both were tenant responsibility. The 'deep cleaning' as you refer to it is the standard full clean done when a tenant leaves which actually should be done at all times; there's nothing unusual about that, and the fact is that the cleaners spend a good deal of time trying to clean marks off the walls to try to avoid having to charge you for repainting a number of walls. A 3 bedroom unit usually requires a team of 2 for 6-8 hours to properly clean.

Bathmat - these are high quality mats that I have myself at my home; they still look brand new after years of use. With proper upkeep as required by the lease there should be no reason for them to look like that. Have attached some more pics taken during your tenancy, one of which shows the state of some mats. I remind you that the lease required that the unit be maintained in a clean and sanitary manner at all times.

Caddies - not cheap quality if not overloaded.

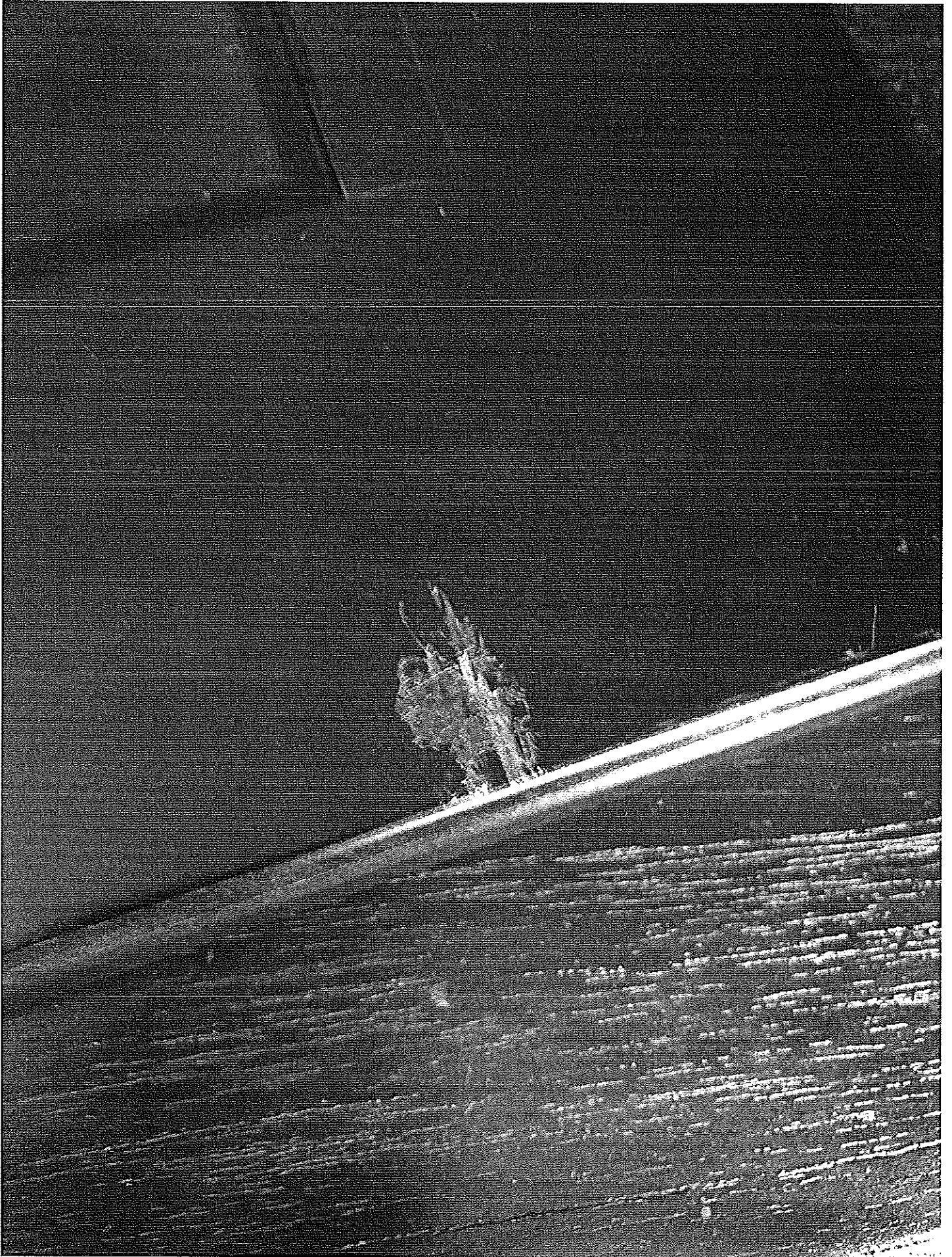
From my point of view I have been more than fair with you. I have decided not to charge you for repairing the damage on the patio sofa (which looks to have been used as a coaster and would have cost between \$300 and \$500 to refinish) or the mould inspection, nor did I follow the suggestions of industry members to either retain all your deposit or charge you a \$100/hour administration fee for all the extra time I've had to dedicate to dealing with these matters. I am not willing to deduct any further amounts from the calculation and await you letting me know to what account I should transfer the balance. And should you decide to litigate this I have absolutely no qualms about going in front of a judge with the information and photos in hand and letting him decide.

I also note that there is now a security system at San Sebastian with day/night cameras at the front and back of the unit.

Cristian

On Thursday, August 3, 2017, 11:02:21 AM EST, Bradford Betzner <bcbetzner@gmail.com> wrote:

Hi all, I included my initial thoughts and notes below regarding the list created. Cristian could you please kindly provide an explanation for the below comments so we can resolve this without litigation. Nick and Sid if you want to add any notes feel free. I would also be willing to meet you Cristian or have a phone call to discuss but by replying via email would keep everyone on the same page.





Bradford Betzner <bcbetzner@gmail.com>

Re: SS expenses

1 message

Cristian Kertesz <jinxstarr@yahoo.com>

Fri, Aug 4, 2017 at 4:22 PM

To: Bradford Betzner <bcbetzner@gmail.com>

Cc: Siddhant Jain Jaiswal <sidjj21@gmail.com>, Nick GT <nicholas.mcmillan@live.co.uk>

The amounts I listed are the actual amount I paid out. In Cayman this is how it works sometimes for various reasons you may come to understand if you live here long enough. Nevertheless I am not able to obtain invoices for the work and we'll just have to deal with that come court time.

On Friday, August 4, 2017, 4:19:06 PM EST, Bradford Betzner <bcbetzner@gmail.com> wrote:

If the repair guys did not provide receipts how can we trust the actual amount of the work and labor and what can we provide the courts to support your deductions are reasonable? Can you please request receipts from the repair men?

Thanks in advance.

Bradford C Betzner, CPA
US & Intl.+1 617-870-3772
Cayman Islands +1 345-814-8986

On Fri, Aug 4, 2017 at 3:40 PM, Cristian Kertesz <jinxstarr@yahoo.com> wrote:

Hi Sidd,

Here are the all the available invoices; the repair guys did not provide any.

Regarding your questions, there was a sheet set for the foldout couch in the dresser; I could not find it. If you know where it is let me know and I'll refund the charge. As for the artwork, if you can source the damaged piece I would wish to use the set again and would also gladly refund the charge.

Regards,
Cristian

On Friday, August 4, 2017, 3:19:47 PM GMT-5, Siddhant Jain Jaiswal <sidjj21@gmail.com> wrote:

Hi Cristian,

Can you let me know what does the following pertain too -

1. 3rd bedroom missing sheet
2. The one square piece of the art was for 164 KYD? - can you break this down with the invoice and pictures of art imported

Regards,
Sid

On Thu, Aug 3, 2017 at 1:15 PM, Bradford Betzner <bcbetzner@gmail.com> wrote:

I respectfully request all invoices and receipts as well by August 19th relating to any deductions from our deposit. Thanks Cristian.

Bradford C Betzner, CPA
US & Intl.+1 617-870-3772
Cayman Islands +1 345-814-8986

On Thu, Aug 3, 2017 at 11:49 AM, Cristian Kertesz <jinxstarr@yahoo.com> wrote:
Funds have been transferred.

From my side I consider the matter closed. Should you wish to dispute the deductions you will need to avail yourselves of the legal system.

Regards,
Cristian

On Thursday, August 3, 2017, 11:39:17 AM EST, Bradford Betzner <bcbetzner@gmail.com> wrote:

Cristian,

You can send the initial deposit back to myself via **Butterfield account # 1361636890016 of \$2,402.98 CI** today please. Could you please inform us all when the transfer has been made.

We will be disputing the claims you have against our deposit as mentioned in the previous email and I look forward to resolving it among ourselves.

Thanks Cristian

Bradford C Betzner, CPA
US & Intl.+1 617-870-3772
Cayman Islands +1 345-814-8986

On Thu, Aug 3, 2017 at 10:17 AM, Cristian Kertesz <jinxstarr@yahoo.com> wrote:
This should work for PCs

On Thursday, August 3, 2017, 9:50:52 AM GMT-5, Bradford Betzner <bcbetzner@gmail.com> wrote:

I am unable to open a .numbers file. Can you put this in excel or something else compatible with Windows?
Thanks Cristian.

Bradford C Betzner, CPA
US & Intl.+1 617-870-3772
Cayman Islands +1 345-814-8986

On Thu, Aug 3, 2017 at 9:43 AM, Cristian Kertesz <jinxstarr@yahoo.com> wrote:
Good morning,

Here's the spreadsheet detailing the expenses; still waiting on a couple of invoices but the amounts are included so this is the final. Let me know the account to which you would like the refund transferred.

Best regards,
Cristian

EXHIBIT E

Cost [USD]	Cost [KYD]	Shipping to CI	Customs Duty	Handling Fees	Customs Warehouse Fees	Total Cost	Paid	Allowance	Balance Outstanding
	\$ 250.00					\$ 250.00	\$ (125.00)	\$ (125.00)	\$ -
Repair master bathroom bath door						\$ 250.00			\$ 250.00
Repair walls damage	\$ 250.00					\$ 250.00			\$ 60.00
Repair kitchen cabinet door	\$ 60.00					\$ 60.00			\$ -
Refinish patio sofa [1]	No charge					\$ -			\$ 250.00
Couch cleaning	\$ 250.00					\$ 250.00			\$ 275.00
Main cleaning	\$ 275.00					\$ 275.00			\$ 80.00
Cleaning outdoor patio pillows	\$ 80.00					\$ 80.00			\$ 70.00
Final cleaning [2]	\$ 70.00					\$ 70.00			\$ 163.65
3rd bedroom damaged art	\$ 140.88	\$ 3.45	\$ 26.17	\$ 8.50	\$ 10.00	\$ 163.65			\$ 80.00
3rd bedroom mattress repair	\$ 80.00					\$ 80.00			\$ 67.20
Bathmat replacement [3]	\$ 44.47	\$ 3.45	\$ 8.78	\$ 8.50	\$ 10.00	\$ 67.20			\$ 36.40
3rd bedroom missing sheet set	\$ 36.40					\$ 36.40			\$ 21.08
Bath caddies replacement	\$ 21.08					\$ 21.08			\$ 15.00
Kitchen shelf replacement	\$ 15.00					\$ 15.00			\$ -
Mold inspection [4]	No charge					\$ -			\$ (6.66)
CUC balance	\$ (6.66)					\$ (6.66)			\$ 35.36
WA balance [5]	\$ 35.36					\$ 35.36			Total
									\$ 1,397.02
									Deposit
									\$ 3,800.00
									Refund
									\$ 2,402.98

RENTAL AGREEMENT

THIS AGREEMENT is made this 19th of January 2017 between CRISTIAN KERTESZ (hereinafter known as the Landlord) and NICK MCMILLAN, BRATFORD BETZNER and SIDDHANT JAIN JAISWAL (hereinafter jointly and severally known as the Tenant).

Whereby it is agreed as follows: The Landlord agrees to rent the property located at Block 15E Parcel 318H9 known as San Sebastian unit #131 (hereinafter known as the Premises).

1. **TERM:** The tenancy shall be for a period of 6 months from 19 January 2017 to 18 July 2017.
2. **RENT:** The rental will be C\$3,800.00 per month and paid on or before the 19th of each month. The payment shall be made on the acceptance and execution hereof and the Landlord shall also receive a security deposit of C\$3,800.00. The Landlord shall have the right to re-enter and take possession of the Premises should the rent be in arrears for a period of 10 days after the date covenanted for payment whether the said rent has been legally demanded or not should there be any breach of this Agreement on the Tenant's part.
3. **RENEWAL:** Any renewal or extension of this lease must be in writing and signed by all parties hereto, their successors or assigns. Should the Tenant continue on possession of the Premises after the expiration of this lease, without a written extension or renewal hereof, such possession shall be on a month to month basis only and then under the same terms and conditions as herein found except a) the monthly rate will increase by 10% of the current monthly rental amount, b) Landlord has the exclusive right to give the Tenant a twenty one (21) days notice to vacate without reason.
4. **SECURITY DEPOSIT:** The security deposit shall be returned at the termination of this lease (without interest), provided there are no outstanding breaches of this Agreement, including non-payment of debts or damage relating to the leased Premises and that the Premises is handed over with the fixture, fittings/furniture and contents and additions thereto in good and tenantable condition save normal wear and tear. Tenant shall not have the right to apply the security deposit to the last month's rent. Upon inspection and assessment of vacated Premises, the deposit moneys less any necessary charges for repairs, cleaning etc. will be refunded within four weeks from the date of vacating premises. Tenant must organise to have the Premises professionally cleaned at their cost upon departure.
5. **UTILITIES/SERVICES:** The Tenant will be responsible for the payment of the utilities marked with an 'X' and indicated herein. Items not marked will be at the Landlord's expense, if applicable. Water consumption by running toilets will be the responsibility of the Tenant.

X Electricity	Garbage Fees	Lawn Service
X Water	Pest Control	Telephone
Sewage	TV - Cable	
6. **LATE CHARGES:** In the event that the rent and any expenses incurred by the Tenant not received prior to 5:00 p.m. on the 5th of the month, regardless of the cause, a late fee of C\$100.00 will be charged. In the event that the Tenant's check is returned or dishonoured, the Landlord will charge the Tenant a penalty equal to 5% of the overdue amount.
7. **USE:** The Premises shall be used exclusively as a private residence for the Tenant as agreed by Landlord. The Tenant shall not charge, encumber, assign, underlet or part with the possession of the Premises or any part thereof. Guests staying more than 21 days must be cleared by the landlord prior to their arrival. Tenants leaving the unit for more than 21 days must notify Landlord in writing. There shall be no smoking in unit.
8. **ANIMALS:** Tenant agrees to no pets on premises unless agreed by landlord.

Initial of Tenant _____

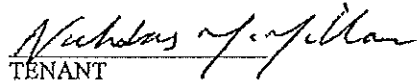
9. **DAMAGES TO THE PREMISES:** The Tenant agrees that on the commencement of this tenancy, the Premises and the furniture and furnishings were in good repair and condition. The Tenant will keep the Premises and the furniture and furnishings therein in good tenantable repair and deliver up the same at the termination of the tenancy with the exception of damage cause by fair wear and tear, acts of God and the queens enemies. The Tenant shall be responsible for damages caused by his negligence and that of family, invitees, contractors, agents or guests. In the event of a Hurricane Warning, the Tenant will take rugs off floor, bring patio furniture inside and close all windows.
10. **TENANT INSURANCE:** No rights of storage are given with this agreement. The landlord will not be liable for any loss of Tenant's property. The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damage against the Landlord. The Tenant agrees to purchase insurance, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections etc. They acknowledge that if they fail to produce such insurance, it is their responsibility and they alone shall bear the consequences.
11. **LANDLORD INSURANCE:** The Tenant agrees not to do or permit or suffer anything whereby the Landlord's policy or policies of insurance in or upon the Premises against fire or any other risk may become void or voidable or whereby the premium thereon may be increased and to repay the Landlord all sums paid by the Landlord by way of increased premium and all reasonable expenses incurred by the Landlord or any other expenses or charges incurred by the Landlord rendered necessary by reason or breach or non-observance of the provisions of this clause.
12. **ENTRY AND INSPECTION:** Landlord shall have the right to enter the Premises with reasonable notice: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the Premises to prospective or actual purchasers, mortgages, tenants, workmen, or contractors; (c) when the tenant has abandoned or surrendered the Premises; (d) to check inventory and Premises.
13. **MAINTENANCE, REPAIRS or ALTERATIONS:** Tenant acknowledges that Premises are in good tenantable repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, keep the Premises including all equipment, appliances, furniture and furnishings in a clean and sanitary manner. Tenant shall not make any alterations including but not limited to not painting, papering or otherwise re-decorate or make alterations to the Premises without the written prior consent of the landlord. Tenant agrees to notify the Landlord immediately if roof leaks, water spots appear on ceilings or walls, or at the first sign of termite activity. The Tenant specifically agree that no tacks, nails, screws etc. will be driven into the walls, nor will they be marred or torn by glue or tape. Tenant will be responsible for and pay for any damage caused by leaving windows open during inclement weather.
14. **INVENTORY:** Any furnishings or equipment to be furnished by the Landlord shall be set out in special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with the lease and shall be part of the lease. Tenant agrees that all furniture and furnishings thereon will not be removed from the Premises and they shall be responsible for any damaged or missing items upon inspection. Any indoor furnishings should at no time be used outside or in another Premises.
15. **INDEMNIFICATION:** Landlord/Agent shall not be held liable for any damages or injury to Tenant, or the Tenant's invitees, contractors, agents or guests or any other person, occurring on or near the Premises or any part thereof. Tenant agrees to indemnify, defend and hold the Landlord harmless from any and all claims, damages, expenses, and liabilities of any nature whatsoever relating to the use and occupation of the Premises by the Tenant and the tenant's invitees, contractors, agents or guests. The Tenant shall be solely responsible for obtaining personal insurance to protect their personal property and liability.
16. **ATTORNEYS FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
17. **LANDLORD RESPONSIBILITIES:** The Tenant shall be entitled to quiet enjoyment of the Premises provided all rents and deposits are current and Tenant's obligations are being fulfilled in full. The Landlord agrees to ensure that the structure of the Premises is kept in good repair and insured against loss or damage by fire, hurricane, storm or act of God and other risks as the Landlord sees fit. The Landlord agrees to pay for maintenance charges of Premise and contents contained therein not including damage by

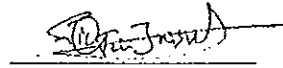
Initial of Tenant _____

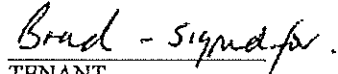
Tenant, notwithstanding, normal wear and tear. If the Premises or any part thereof shall at any time during the tenancy be destroyed or damaged by fire or by any other cause so as not to be fit for habitation and use this Agreement shall be automatically terminated and neither party shall have any rights against the other provided such damage shall not have been caused by the Tenant or the Tenants servant, agents or invitees, it being agreed that the balance of any prepaid rent and the deposit shall be refunded to the Tenant.


18. **DEFAULT:** Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets/ and/or earnings. Where the Tenant comprises 2 or more individuals then each individual will be jointly and severally liable for the acts and omissions of the Tenant.
19. **PROPERTY BY-LAWS:** Tenant agrees to obey and comply with any by-laws Relating to the Premises (being part of a strata complex) or subdivision on which the Premises is located. Failure to comply with any necessary rules or property by-laws will be considered grounds for termination of this Agreement and loss of all deposits.
20. **VEHICLE POLICY:** The Tenant agrees never to park or to store a large commercial or recreational vehicle of any sort on the common areas of the property. Junk cars, cars on blocks, non-functional vehicles, or unlicensed vehicles are not permitted on the common areas of the property. No washing or repairing of cars on the premise is permitted. Removal will be at the expense of the Tenant. Tenants agree that any vehicle parked on unpaved areas may be towed and stored at Tenants' expense.
21. **LOCK POLICY:** No additional or change of locks will be installed on any door without the written permission of the Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.
22. **UTILITIES:** Landlord will not be responsible for any outages of utilities due to circumstance beyond his control.
23. **WORK PERMITS:** If the Tenant should repatriate due to non work permit renewal or transfer, and provides the Landlord with (30) thirty days written notice together with confirmation in writing from his employer or the Cayman Islands immigration Board, then this lease shall become void at the time of the expiration of the notice.
24. **SALE OF PROPERTY:** If the Premises shall be sold during the term of the Agreement the Landlord may at any time after exchanging contracts for such a sale give to the Tenant not less than Two (2) months written notice to terminate this agreement and on expiration thereof the Tenant shall yield up possession of the Premises to the Landlord;
25. **TROPICAL CLIMATE:** Tropical climate without air conditioning produces MOLD! The Tenant must keep the A/C running at all times (regardless of whether the Tenant is occupying the Premises). The Tenant must set the thermostat to maintain a temperature of 83 degrees or less to avoid mold growing in the Premises. The Tenant is responsible for any mold growing or spreading in the Premises.
26. **AGENTS:** Tenant and Landlord irrevocably release, agent for the Landlord, from any claim in respect to the performance by any of the parties to this agreement.
27. **NOTICE:** Any notice under this Tenancy Agreement shall be in writing and any notice to the Tenant shall be deemed to be sufficiently served if left addressed to the Tenant on the Premises or sent to the Tenant by prepaid registered post or left at the last known address in the Cayman Islands. Any notice to the Landlord shall be deemed to be sufficiently served if sent by prepaid registered post to the Landlord at its address herein. Any notice properly posted to the Landlord or Tenant shall be deemed to have been served within five (5) days following that on which it was posted;
28. **LAWS:** In this Tenancy Agreement where the context so admits words importing the masculine gender shall include the feminine gender and vice versa and words importing persons and all references to persons shall include corporation and firms and vice versa. This Agreement shall be construed in accordance with the Laws of the Cayman Islands.


Initial of Tenant _____


TENANT
Nick McMillan

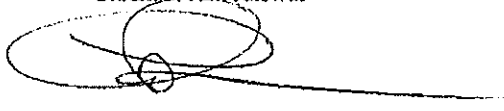

WITNESS TO TENANT


TENANT
Bradford Betzner


WITNESS TO TENANT


TENANT
Siddhant Jain Jaiswal


WITNESS TO TENANT


LANDLORD
Cristian Kertesz


WITNESS TO LANDLORD

Initial of Tenant _____

SCHEDULE

Premises:

Rent: CI\$3,800.00 to be paid to Bank of Butterfield acct no. 02201110790

Rental Period: 6 months

Deposit: CI\$3,800.00

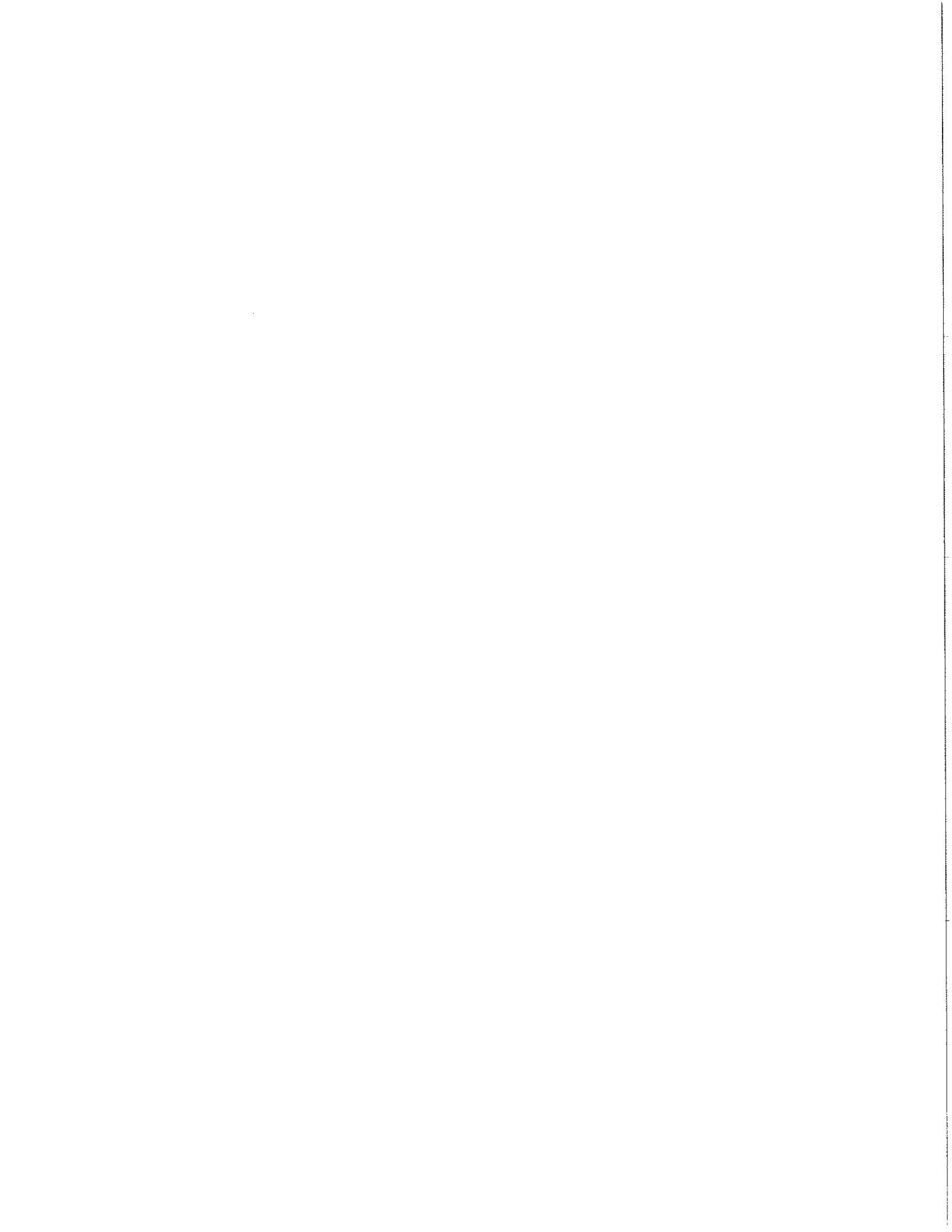
**Landlords
Particulars:**

Name: Cristian Kertesz
Address: P.O. Box 195 Grand Cayman KYI-9006
Tel: 324-1600
Email: cristian.kertesz@hotmail.com

**Tenants
Particulars:**

Name: Nick McMillan / Bradford Betzner / Siddhant Jain Jaiswal
**Place of
Employment:** Grant Thornton / E&Y / E&Y
Address:
Tel: 44 7961 575 110 / 325 2950 / 325 2998
Email: nicholas.mcmillan@live.co.uk
bcbetzner@gmail.com
sidjj21@gmail.com

Initial of Tenant _____



FABRIZONE

cleaning professionals™

P.O. Box 1899
 Grand Cayman, KY1-1110
 Cayman Islands
 345-949-5010
 fabrizone@candw.ky

INVOICE

Customer:
 P.O. Box 65
 Grand Cayman KY1-1102
 Cayman Islands

Work Site:
 #131 San Sebastian

MELIN
C 916 2067
D 949 5010

Date	Invoice Number	Terms
6/18/2017	15106	Due on Receipt

Category	Service	Quantity	Measure	Unit Cost	Extended
Ceramic	Clean Grout & Tile - Ceramic Flooring	305.00	Sq Ft	1.75	533.75
Sectional L	Purclean - Sectional Large	1.00	Ea	250.00	250.00

Comments

Total: KYD 783.75
 Payments/Credits: KYD 0.00
 Balance Due: KYD 783.75

15% will be add to all balances over 30 days.

Thank you for choosing Fabri-Zone, Cayman's leading professional cleaning company.
www.fabrizone.com

ROPER ENTERPRISES

PO BOX 2432
GRAND CAYMAN KY1-1105, CI
{345} 949-2511 FAX {345} 949-8558

Statement Copy
INVOICE
PLEASE REFER TO INVOICE NUMBER
ON ALL CORRESPONDENCE

Page: 1		Invoice: 10292796	
Special :		Time:	11:18:50
Instructions :		Ship Date:	07/06/17
:		Invoice Date:	07/06/17
Sale rep #:	CRYSTAL Sherelene Reid	Acct rep code:	Due Date: 08/05/17
Sold To: CHRISTIAN KERTESZ		Ship To: CHRISTIAN KERTESZ	
131 SAN SEBASTIAN		(345) 324-1600 131 SAN SEBASTIAN	
SOUTH SOUND		(345) 324-1600 SOUTH SOUND	
Customer #: 0000613		Customer PO: 61135	
		Order By: CHRISTAIN KERTES	

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
1.00	1.00	P	EA	NOTE	JULY 24,2017	0.0000 EA	0.0000	0.00
1.00	1.00	P	EA	GENCONTR	DEEP CLEAN + SUPPLIES CLNR:CARMELLA,ARNETT	240.0000 EA	240.0000	240.00
								+ \$35 TIP

	FILLED BY	CHECKED BY	DATE SHIPPED	DRIVER		Sales total	\$240.00
	SHIP VIA						
	RECEIVED COMPLETE AND IN GOOD CONDITION						
X					Taxable	0.00	
					Non-taxable	240.00	
					Tax #	EXEMPT	
					Tax		0.00

TOTAL \$240.00

3 - Statement Copy



ROPER ENTERPRISES

PO BOX 2432
 GRAND CAYMAN KY1-1105, CI
 (345) 949-2511 FAX (345) 949-8558

Statement Copy
INVOICE

PLEASE REFER TO INVOICE NUMBER
 ON ALL CORRESPONDENCE

Page: 1 Invoice: **10293688**

Special : Time: 15:45:30
 Instructions : Ship Date: 07/29/17
 : Invoice Date: 07/29/17
 Sale rep #: SR Sherrienne Ramroop Accl rep code: Due Date: 08/28/17

Sold To: CHRISTIAN KERTESZ Ship To: CHRISTIAN KERTESZ
 131 SAN SEBASTIAN (345) 324-1600 131 SAN SEBASTIAN
 SOUTH SOUND (345) 324-1600 SOUTH SOUND

Customer #: 0000613 Customer PO: WO#61625 Order By: CHRISTIAN KERTES

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	All Price/Uom	PRICE	EXTENSION
1.00	1.00	P	EA	NOTE	29 JULY 2017	0.0000 EA	0.0000	0.00
1.00	1.00	P	EA	GENCONTR	GENERAL CLEAN W/ SUPPLIES CLNR: YVONNE	60.0000 EA	60.0000	60.00

+ \$60
TTP

PAID

FILLED BY	CHECKED BY	DATE SHIPPED	DRIVER	Sales total	\$60.00
SHIP VIA				Taxable	0.00
RECEIVED COMPLETE AND IN GOOD CONDITION				Non-taxable	60.00
X				Tax #	EXEMPT
				Tax	0.00

TOTAL \$60.00

3 - Statement Copy

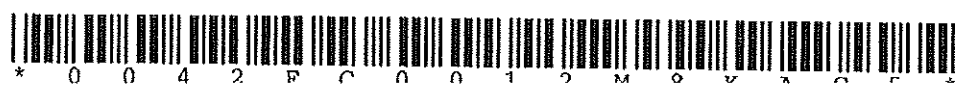


Exhibit J

