

No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 49 of 2019

BETWEEN: SOUND FINANCIAL MANAGEMENT LIMITED

Plaintiff

AND: ROLAND TALANOW T/A CAYMAN PIRATES LIMITED

Defendant

To the Defendant

ROLAND TALANOW T/A CAYMAN PIRATES LIMITED



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 Acknowledgement 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 judgement** without any further notice to you.

Issued this 8 day of March, 2019.

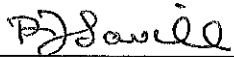
See overleaf for particulars of the Plaintiff's claim

back in 2017 when the Defendant had his first attempted to initiate a suspension of docking fees refused.

10. Copies of relevant Agreements, statements and correspondence are attached as referenced above.

AND the Plaintiff claims :

1. The sum of CI\$4,982.39 as adjusted by interest and any payments since 8th March, 2019, as appropriate.
2. Fixed costs to be assessed.



Plaintiff's Signature

Plaintiff's Address for service

4th Floor, Cardinal Plaza, Cardinal Avenue,
PO Box 1544GT, George Town
Grand Cayman, KY1-1110

949 7282 / 547 1115

DOCKING AGREEMENT

This Agreement confirms the longstanding arrangements in respect of docking as set out below:

BETWEEN: SOUND FINANCIAL MANAGEMENT ("Landlord"), of P.O. Box 1544GT, George Town, Grand Cayman, KY1-1110, Cayman Islands.

AND: CAYMAN PIRATES T/A Jolly Roger ("Tenant"), of P.O. Box 2636, George Town, Grand Cayman, KY1-1102, Cayman Islands.

WHEREAS: Tenant wishes to load and unload passengers from the dock on the property owned by the Landlord known as Bayside located on South Church Street, George Town, Grand Cayman, parcel 14BH158.

IT IS HEREBY AGREED THAT:

1. Landlord shall allow the Tenant use of the dock at Bayside, in conjunction with other tenants, for the purposes only of loading or unloading passengers from the dock.
2. Tenant shall pay Landlord monthly rental in advance on the first day of each calendar month for the duration of the term in the amount of Five Hundred U.S. Dollars (US\$500) per month.
3. In the event that rental payments due under this agreement remain outstanding for a period of more than fourteen (14) days, the Landlord shall have the right to immediately suspend all docking privileges until such time that outstanding rental payments are paid in full or to cancel this agreement with immediate effect and without notice.
4. Tenant shall pay Landlord a deposit on signing this Agreement of US\$1,000. This deposit will be retained by the Landlord for the duration of the term and returned to the Tenant within 30 days of the expiration of the term after any reasonable deduction in respect of reinstatement of the property, making good any damage to the property caused by the Tenant or deduction in respect of rental payments owed by the tenant.
5. Tenant shall not cause nuisance to other Tenants of the property and shall not cause unnecessary or excessive delay to any other tenant of the property wishing to use the dock. The Tenant shall observe all rules and regulations pertaining to the usage of the dock as may be advised to the tenant in writing by the Landlord from time to time.
6. No vehicles shall be parked on the property and no vessels shall be moored at the dock overnight. Whilst vessels are at the dock, they shall at all times be in the supervision of a qualified boat captain. If the Tenant moors any vessel on the dock overnight, the Landlord shall have the right to cancel this agreement with immediate effect and without notice and the Tenant shall forfeit his deposit in full.
7. The Tenant shall at all times maintain suitable insurance with the Landlord noted as an additional insured on the policy and shall indemnify and hold harmless the Landlord in respect of any claim resulting from or consequential to the actions or negligence of the Tenant. Confirmation of insurance shall be provided to the Landlord within seven (7) days of signing of this Agreement.
8. This Agreement shall commence December 1st 2015 and shall continue to remain in effect until cancelled by either party by one months' prior written notice, unless terminated by the Landlord as provided for above.

Signed: Paul Lewis Peter Saville
Paul Lewis Peter Saville
Sound Financial Management Ltd

Date: Dec

Signed: Roland Talanow
Roland Talanow
Cayman Pirates Ltd

Date: December 8, 2015

Paul Lewis

From: Roland Talanow, MD PhD <roland@talanow.info>
Sent: 15 July 2017 20:19
To: 'Paul Lewis'
Cc: 'Debra Jackson'
Subject: RE: Dock

Thank you Paul,
I agree that this would be the best and least complicated way. Will pay the remaining soon.
I would be also happy to resume our agreement when the vessel is suited again. I wish you a nice weekend.

Best regards,
Roland

Roland Talanow, MD, PhD
Consultant Radiologist, 3T Cayman & CTMH Doctors Hospital/Cayman Islands
Affiliate Professor, University of Bern/Switzerland
Editor-in-Chief, Journal of Radiology Case Reports

Mail:
CTMH Doctors Hospital
Department of Radiology
PO Box 2000, George Town KY1-1104, Grand Cayman/Cayman Islands
Phone: +1 345-949-6066
Email: roland@talanow.info
LinkedIn: www.linkedin.com/in/talanow
Facebook: www.facebook.com/talanow
Twitter: www.twitter.com/radiologyman
Radiolopolis: www.radiolopolis.com/uid/62

From: Paul Lewis [mailto:paul@oak-hill.ie]
Sent: Friday, July 14, 2017 11:19 AM
To: roland@talanow.info
Cc: 'Debra Jackson' <debraj@candw.ky>
Subject: RE: Dock

Dear Roland,

Many thanks for your email. I have considered this at length and think it best to terminate the agreement on the understanding that I would be extremely happy to resume a docking arrangement with you if you require one, assuming I have the capacity to do so.

It has been a pleasure dealing with you and I look forward to talking with you again soon.

I'll ask Debra to send you a statement of account after deducting the security deposit held.

Kind regards,

Paul

From: Roland Talanow, MD PhD [<mailto:roland@talanow.info>]
Sent: Monday 15 May 2017 20:11
To: 'Paul Lewis' <paul@oak-hill.ie>
Cc: 'Debra Jackson' <debraj@candw.ky>; ritzcayman@gmail.com; astridstewart@yahoo.com
Subject: Dock

Hello Paul,

As you might know, the Jolly Roger is doing repairs and upgrades since end of March and not using the dock since then. Is it possible to forfeit the dock fees or discount them since your dock is not in use? We anticipate that the repairs will go into end of May or even beginning of June.

Thank you very much for your understanding.

Best regards,
Roland

Roland Talanow, MD, PhD
Consultant Radiologist, 3T Cayman & Chrissie Tomlinson Memorial Hospital/Cayman Islands
Affiliate Professor, University of Bern/Switzerland
Editor-in-Chief, Journal of Radiology Case Reports

Mail:

Chrissie Tomlinson Memorial Hospital
Department of Radiology
PO Box 2000, George Town KY1-1104, Cayman Islands
Phone: +1 345-949-6066

Email: roland@talanow.info

LinkedIn: www.linkedin.com/in/talanow

Facebook: www.facebook.com/talanow

Twitter: www.twitter.com/radiologyman

Radiolopolis: www.radiolopolis.com/uid/62



Virus-free. www.avast.com

DOCKING AGREEMENT

This Agreement confirms the longstanding arrangements in respect of docking as set out below:

BETWEEN: SOUND FINANCIAL MANAGEMENT ("Landlord"), of P.O. Box 1544GT, George Town, Grand Cayman, KY1-1110, Cayman Islands.

AND: Roland Talanow T/A Cayman Pirates Limited ("Tenant"), of P.O. Box 273, George Town, Grand Cayman, KY1-1104, Cayman Islands.

WHEREAS: Tenant wishes to load and unload passengers from the dock on the property owned by the Landlord known as Bayside located on South Church Street, George Town, Grand Cayman, parcel 14BH158.

IT IS HEREBY AGREED THAT:

1. Landlord shall allow the Tenant use of the dock at Bayside, in common with Resort Sports Ltd, for the purposes only of loading or unloading passengers from the dock. The tenant is not permitted be use the dock after midnight (save for unloading after a New Year cruise or other special holiday event), any violation to this clause shall and the Landlord shall have the right to immediately suspend all docking privileges or to cancel this agreement with immediate effect and without notice.
2. Tenant shall pay Landlord monthly rental in advance on the first day of each calendar month for the duration of the term in the amount of One Thousand Cayman Islands Dollars (CIS\$1,000) per month. The lease shall commence April 15th 2018.
3. If the Rent hereby reserved or any part thereof is not paid by the close of business on the first working day of any month, a late fee of CIS\$50 shall become payable.
4. If the Rent hereby reserved or any part thereof is not paid by the close of business on the 14th day of any month, a further late fee of CIS\$50 shall become payable.
5. If the Rent hereby reserved or any part thereof is not paid by the close of business on the last day of any month, a further late fee of CIS\$50 shall become payable. Thereafter, interest shall be charged on the entire balance owed at the end of each calendar month at the rate of 18% per annum.
6. In the event that rental payments due under this agreement remain outstanding for a period of more than fourteen (14) days, the Landlord shall have the right to immediately suspend all docking privileges until such time that outstanding rental payments are paid in full or to cancel this agreement with immediate effect and without notice.
7. Tenant shall pay Landlord a deposit on signing this Agreement of One Thousand Cayman Islands Dollars (CIS\$1,000). This deposit will be retained by the Landlord for the duration of the term and returned to the Tenant within 30 days of the expiration of the term after any reasonable deduction in respect of reinstatement of the property, making good any damage to the property caused by the Tenant or deduction in respect of rental payments owed by the tenant.
8. Tenant shall not cause nuisance to other Tenants of the property and shall not cause unnecessary or excessive delay to any other tenant of the property wishing to use the dock. The Tenant shall observe all rules and regulations pertaining to the usage of the dock as may be advised to the tenant in writing by the Landlord from time to time.
9. No vehicles shall be parked on the property and no vessels shall be moored at the dock overnight. The vessel may moor at the dock only between the hours of 5pm and midnight, provided it moves when required to accommodate other docking tenants. Whilst vessels are at the dock, they shall at all times be in the supervision of a qualified boat captain. If the Tenant moors any vessel on the dock overnight, the Landlord shall have the right to cancel this agreement with immediate effect and without notice and the Tenant shall forfeit his deposit in full.

10. The Tenant shall at all times maintain suitable insurance with the Landlord noted as an additional insured on the policy and shall indemnify and hold harmless the Landlord in respect of any claim resulting from or consequential to the actions or negligence of the Tenant. Confirmation of insurance shall be provided to the Landlord within seven (7) days of signing of this Agreement.

11. This Agreement shall commence April 15th 2018 and shall continue to remain in effect until cancelled by either party by one months' prior written notice, unless terminated by the Landlord as provided for above.

Signed: _____

Paul Lewis
Sound Financial Management Ltd

Date: 25/4/18

Signed: _____

By: Roland Talanow

Position: CEO

Date: April 25, 2018

DOCKING AGREEMENT

This Agreement confirms the longstanding arrangements in respect of docking as set out below:

BETWEEN: SOUND FINANCIAL MANAGEMENT ("Landlord"), of P.O. Box 1544GT, George Town, Grand Cayman, KY1-1110, Cayman Islands.

AND: Roland Talanow T/A Cayman Pirates Limited ("Tenant"), of P.O. Box 273, George Town, Grand Cayman, KY1-1104, Cayman Islands.

WHEREAS: Tenant owns the vessel "Jolly Roger" and wishes to have use of the dock on the property owned by the Landlord known as Bayside located on South Church Street, George Town, Grand Cayman, parcel 14BH158.

IT IS HEREBY AGREED THAT:

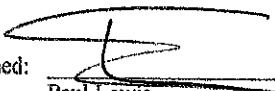
1. Landlord shall allow the Tenant use of the dock at Bayside, in common with Resort Sports Ltd. The Tenant may use the dock for purposes including but not limited to docking, cleaning, carrying out maintenance, loading and unloading passengers and docking overnight. Use of the dock by the Tenant is only for the vessel "Jolly Roger".
2. Tenant shall pay Landlord monthly rental in advance on the first day of each calendar month for the duration of the term in the amount of One Thousand Three Hundred Cayman Islands Dollars (CIS1,300) per month. The lease shall commence ~~September 1st 2018.~~ ^{December}
3. If the Rent hereby reserved or any part thereof is not paid by the close of business on the first working day of any month, a late fee of CIS\$50 shall become payable.
4. If the Rent hereby reserved or any part thereof is not paid by the close of business on the 14th day of any month, a further late fee of CIS\$50 shall become payable.
5. If the Rent hereby reserved or any part thereof is not paid by the close of business on the last day of any month, a further late fee of CIS\$50 shall become payable. Thereafter, interest shall be charged on the entire balance owed at the end of each calendar month at the rate of 18% per annum.
6. In the event that rental payments due under this agreement remain outstanding for a period of more than fourteen (14) days, the Landlord shall have the right to immediately suspend all docking privileges until such time that outstanding rental payments are paid in full or to cancel this agreement with immediate effect and without notice.
7. Tenant shall pay Landlord a deposit on signing this Agreement of One Thousand Three Hundred Cayman Islands Dollars (CIS1,300). CIS1,000 of this deposit has been received by the Landlord from a previous lease agreement. This deposit will be retained by the Landlord for the duration of the term and returned to the Tenant within 30 days of the expiration of the term after any reasonable deduction in respect of reinstatement of the property, making good any damage to the property caused by the Tenant or deduction in respect of rental payments or late fees owed by the tenant.
8. Tenant shall not cause nuisance to other Tenants of the property and shall not cause unnecessary or excessive delay to any other tenant of the property wishing to use the dock. The Tenant shall observe all rules and regulations pertaining to the usage of the dock as may be advised to the tenant in writing by the Landlord from time to time. Tenant shall be responsible for making good any damage to the property caused by the Tenant.
9. No vehicles shall be parked on the property.
10. Whilst the Jolly Roger is at the dock, it shall at all times be under the supervision of a qualified boat captain. If the Tenant leaves the Jolly Roger without such supervision, the Landlord shall have the right to cancel this agreement with immediate effect and without notice and the Tenant shall forfeit his deposit in full.
11. The Landlord does not carry insurance covering the Tenant's property. The Landlord will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of the facilities of Landlord by

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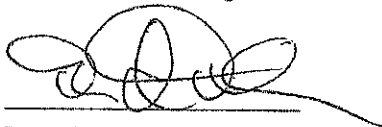
the Tenant or the Tenant's customers, agents or employees and the Tenant does hereby release and discharge the Landlord from any and all liability from loss, injury (including death) or for damages to persons or property sustained while in or on the premises of Landlord, including fire, theft, vandalism, windstorm, high or low waters, hail rain, ice, collision or accident or any other act of God.

12. Tenant agrees to keep the *Jolly Roger* fully insured with complete marine insurance, including adequate hull coverage and liability insurance (minimum US\$2million liability coverage) with Landlord noted on the policy as an additional assured and shall have furnished a copy of said insurance to Landlord prior to signing this agreement and thereafter upon written request from the Landlord as well as immediately upon renewal of the insurance by the Tenant. Said insurance must be satisfactory to Landlord and shall be non-cancellable except upon 30 days prior written notice to the Landlord. Failure to furnish such certificate of insurance within seven (7) days after the Landlord's request shall at the Landlord's option be deemed material default.

13. This Agreement shall commence ~~September~~^{December} 1st 2018 and shall continue to remain in effect until cancelled by either party by one months' prior written notice, unless terminated by the Landlord as provided for above.

Signed: 
Paul Lewis
Sound Financial Management Ltd

Date: 1 Nov 2018

Signed: 
By: Roland Talanow
Position: CEO

Date: 10/31/18

Peter Savill

From: Paul Lewis <paul@oak-hill.ie>
Sent: 27 November 2018 17:33
To: roland@talanow.info
Cc: debraj@candw.ky; peter@oak-hill.ie
Subject: Re: November 2018 Docking Invoice

Dear Roland,

Debra has forwarded me an email you sent to her. I do not appreciate you sending your request to Debra when you have previously dealt with me on such requests.

I believe I have already advised i) that we cannot waive or reduce the rent due; ii) that we have already given concessions by delaying the agreed rent increase and iii) that I cannot make any further concessions.

Please be aware that we have a signed lease agreement with you. We had a previous tenant who always paid rent on time but who, largely as a result of your persuasion, we evicted so that we could allow you to resume docking. We took that action on the assumption (and your assertion) that you would be a model tenant.

I note that at no time have you indicated when your repairs are likely to be completed. Please let Debra and myself know when you expect to be operational again and when we can expect payment for the outstanding rent due. I will do my best to try to work with you on payment terms.

Kind regards,

Paul

From: Roland Talanow, MD, PhD [<mailto:roland@talanow.info>]
Sent: Monday, November 26, 2018 9:58 AM
To: 'Debra Jackson'
Subject: RE: November 2018 Docking Invoice

Hello Debra,

As I tried to explain, under the current circumstances (not using the dock for several months, thus not using your services), it is not justifiable to pay the full rent.

I can offer, at least for the time we do not use the dock, that we fall back to the initial rent of \$500USD per month, till we go back into the water. This way, everybody should feel fairly treated.

I am able to make the payments from January on and more than happy to pay \$25 CI per month late fees for that. I hope we come to an agreement.

Thank you for your understanding.

Best regards,

Roland

Roland Talanow, MD, PhD
Consultant Radiologist
Affiliate Professor, University of Bern/Switzerland
Editor-in-Chief, Journal of Radiology Case Reports

Mail:

PO Box 30565, George Town KY1-1203, Grand Cayman/Cayman Islands
Phone: +1 345-926-1863
Email: roland@talanow.info
LinkedIn: www.linkedin.com/in/talanow
Facebook: www.facebook.com/talanow

Peter Savill

From: Roland Talanow, MD. PhD. <roland@talanow.info>
Sent: 15 January 2019 17:36
To: 'Debra Jackson'
Cc: peter@oak-hill.ie
Subject: RE: Statement Attached - Need pay now

Importance: High

Dear Debra and Peter,
Happy belated New Year.

The Jolly Roger has not used the dock since beginning of October when it suffered severe damage. Since then, it has been at the drydock, undergoing repairs and it is not foreseeable when the repairs will be finished.

I asked to understand the situation and it is not fair to charge for services not rendered, thus I wish to terminate the agreement. Should the Jolly Roger come back (and that is not even clear), we can resume or renegotiate the agreement. The port charges us \$1050 per year for the right to use the South Terminal dock. Please take this into consideration.

Thank you and I am sorry for these news. I try my best to rescue the Jolly Roger so we can continue.

Best regards,
Roland

From: Debra Jackson <debraj@candw.ky>
Sent: Friday, January 11, 2019 12:18 PM
To: roland@talanow.info
Subject: Statement Attached - Need pay now

Dear Dr. Talanow,

Please find attached a copy of what is outstanding for Docking and Late Fees as of Nov. 1, 2018 – January 1, 2019. Please advise. Thanks

Debra
Sound Financial Management Ltd.



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Peter Savill

From: Paul Lewis <paul@oak-hill.ie>
Sent: 18 February 2019 10:26
To: roland@talanow.info
Cc: peter@oak-hill.ie; debraj@candw.ky
Subject: RE: Statement Attached - Need pay now

Dear Roland,

It is disappointing not to receive either a response or a payment following my email of January 25th below.

Since you have not paid as requested by 15th February, my instructions are to file an application to the Courts. Interest will also be charged per the terms of your lease agreement.

Kind regards,

Paul

From: Paul Lewis <paul@oak-hill.ie>
Sent: 25 January 2019 18:19
To: 'roland@talanow.info' <roland@talanow.info>
Subject: RE: Statement Attached - Need pay now

Dear Roland,

Debra and Peter have both forwarded me your email below in which you give notice to terminate your contract.

Clause 13 of our Agreement provides for one month's prior written notice of termination and I shall accept your email as notice. Your Agreement will terminate on February 14th 2019.

The following amounts are therefore due for payment as of today:

Docking November 1-30 2018	CI\$ 1,000.00
Late Fees – November 2018	CI\$ 150.00
Docking December 1-31 2018	CI\$ 1,300.00
Late Fees – December 2018	CI\$ 150.00
Docking January 1-31 2019	CI\$ 1,300.00
Late Fees – January 2019	CI\$ 100.00
Docking February 1-14 2019	<u>CI\$ 650.00</u>
Total Due as of 25th Jan 2019:	CI\$4,650.00

Late Fee to be assessed 31 st Jan	CI\$ 50.00
Late Fee to be assessed 2 nd Feb	CI\$ 50.00
Late Fee to be assessed 14 th Feb	CI\$ 50.00

Further late fees will also be due if the above amount is not paid before the end of January. The Lease also provides that interest is to be charged on all fees outstanding at the end of any month at a rate of 18%. This interest will be charged unless full payment of CI\$4,650 (plus applicable late fees) is received by February 15th 2019. Should the account not be paid in full, interest will be added in accordance with the agreement and the matter handed over to the Courts.

I look forward to receiving the above payment on or before February 15th and wish you well in resuming your business in the future.

Kind regards,

Paul

From: Roland Talanow, MD. PhD. [<mailto:roland@talanow.info>]
Sent: Tuesday, January 15, 2019 12:36 PM
To: 'Debra Jackson'
Cc: peter@oak-hill.ie
Subject: RE: Statement Attached - Need pay now
Importance: High

Dear Debra and Peter,
Happy belated New Year.

The Jolly Roger has not used the dock since beginning of October when it suffered severe damage. Since then, it has been at the drydock, undergoing repairs and it is not foreseeable when the repairs will be finished.

I asked to understand the situation and it is not fair to charge for services not rendered, thus I wish to terminate the agreement. Should the Jolly Roger come back (and that is not even clear), we can resume or renegotiate the agreement. The port charges us \$1050 per year for the right to use the South Terminal dock. Please take this into consideration.

Thank you and I am sorry for these news. I try my best to rescue the Jolly Roger so we can continue.

Best regards,
Roland

From: Debra Jackson <debraj@candw.ky>
Sent: Friday, January 11, 2019 12:18 PM
To: roland@talanow.info
Subject: Statement Attached - Need pay now

Dear Dr. Talanow,

Please find attached a copy of what is outstanding for Docking and Late Fees as of Nov. 1, 2018 – January 1, 2019. Please advise. Thanks

Debra
Sound Financial Management Ltd.



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Rent, Late Fees and Interest owed by Roland Talanow to Sound Financial Management Ltd**Property:** Bayside Dock, George Town**Statement Date** 8-Mar-19**Interest Rate on overdue amounts:** 18%**Daily Interest Adjustment:** \$ 2.43

Service Charge	Amount	Due Date	Days Late	Interest	Total Due
Rental - November 2018	\$ 1,000.00	1-Nov-18	98	\$ 48.33	\$ 1,048.33
Late Fee #1 - November 2018	\$ 50.00	30-Nov-18	98	\$ 2.42	\$ 52.42
Late Fee #2 - November 2018	\$ 50.00	30-Nov-18	98	\$ 2.42	\$ 52.42
Late Fee #3 - November 2018	\$ 50.00	30-Nov-18	98	\$ 2.42	\$ 52.42
Rental - December 2018	\$ 1,300.00	1-Dec-18	67	\$ 42.95	\$ 1,342.95
Late Fee #1 - December 2018	\$ 50.00	31-Dec-18	67	\$ 1.65	\$ 51.65
Late Fee #2 - December 2018	\$ 50.00	31-Dec-18	67	\$ 1.65	\$ 51.65
Late Fee #3 - December 2018	\$ 50.00	31-Dec-18	67	\$ 1.65	\$ 51.65
Rental - January 2019	\$ 1,300.00	1-Jan-19	36	\$ 23.08	\$ 1,323.08
Late Fee #1 - January 2019	\$ 50.00	31-Jan-19	36	\$ 0.89	\$ 50.89
Late Fee #2 - January 2019	\$ 50.00	31-Jan-19	36	\$ 0.89	\$ 50.89
Late Fee #3 - January 2019	\$ 50.00	31-Jan-19	36	\$ 0.89	\$ 50.89
Rental - February 1-14 2019	\$ 650.00	1-Feb-19	8	\$ 2.56	\$ 652.56
Late Fee #1 - February 2019	\$ 50.00	28-Feb-19	8	\$ 0.20	\$ 50.20
Late Fee #2 - February 2019	\$ 50.00	28-Feb-19	8	\$ 0.20	\$ 50.20
Late Fee #3 - February 2019	\$ 50.00	28-Feb-19	8	\$ 0.20	\$ 50.20
				KYD:	\$ 4,982.39

Total Due, including Interest, at the following dates (For Reference)

31-Mar-19	€ 5,038.33
30-Apr-19	€ 5,111.30
31-May-19	€ 5,186.70
30-Jun-19	€ 5,259.67
31-Jul-19	€ 5,335.07
31-Aug-19	€ 5,410.47
30-Sep-19	€ 5,483.44
31-Oct-19	€ 5,558.84
30-Nov-19	€ 5,631.81
31-Dec-19	€ 5,707.22

No. 2

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ___ of 20__

BETWEEN: SOUND FINANCIAL MANAGEMENT LIMITED Plaintiff
AND: ROLAND TALANOW T/A CAYMAN PIRATES LIMITED Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address --

ROLAND TALANOW T/A CAYMAN PIRATES LIMITED
PO BOX 273, GRAND CAYMAN, KY1-11104

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 judgement may be entered against you.

PARTICULARS OF PAYMENT OF CLAIM

(Here set out in numbered paragraphs the proposed dates and amounts on which payments will be made to clear 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 judgement may be entered against you.