



## PARTICULARS OF CLAIM

On the 14<sup>th</sup> day of May 2021, Mr. Keneek McDonald obtained a personal salary guaranteed loan with the assistance of SEB Finance Consulting Cayman from Mr. Nicholas Comrie in the amount of CI\$1,500.00 with an interest rate of 20% being CI\$200.00 due upon the expiration of the contract being 13<sup>th</sup> of June 2021.

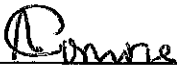
SEB Finance Consulting Cayman being the administrator appointed by the lender being Mr. Nicholas Comrie. Noting that the contract is a 30-day contract, SEB Finance has made several attempts to contact Mr. Keneek McDonald and several promise dates have been assured to date Mr. Danny Randall has paid \$250 on Mr. McDonald's behalf on SEPTEMBER 24<sup>th</sup>, 2021.

Accompanying as part of this claim:

1. Copy of Signed contract
2. Copy of email correspondence on May 14<sup>th</sup> where Mr. Danny Randall pledged guarantee

AND the Plaintiff claims:

- 1 The sum of \_\_\_\_ \$3,050.00 \_\_\_\_\_.
- 2 Interest in the sum of \$ \_\_\_\_ 140 \_\_\_\_\_ calculated at the prescribed rate from 20<sup>th</sup> October 2021 to 3<sup>rd</sup> November 2021 being a daily rate of being \$10.00
- 3 Fixed costs of \$ \_\_\_\_ 200 \_\_\_\_\_, alternatively costs to be assessed.



\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for  
service

Office of SEB Finance Consulting Cayman
Unit # 3 Dorcy Place, Dorcy Drive, Industrial Park, George Town
Grand Cayman, Cayman Islands                      Phone: 345 623 6630



## **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.

Dated this 14TH DAY of MAY 2021

Nicholas Comrie  
Lender

and

Keneek Mcdonald  
Borrower

SEB FINANCE CONSULTING CAYMAN  
(Administrator)

---

# **LOAN AGREEMENT**

---

**THIS AGREEMENT** is made the 14th day of MAY, 2021

BETWEEN: (1) Nicholas Comrie  
("the Lender");

AND: (2) Keneek McDonald  
("the Borrower").

WHEREAS the Lender has agreed to grant a discretionary loan to the Borrower having the repayment thereof with interest at the rate hereinafter mentioned secured or unsecured as mentioned in this agreement hereinafter appearing.

NOW THIS DEED WITNESSES as follows:-

**1. Definitions and Interpretation**

In this Agreement:

1.1 Unless the context requires otherwise:

"Initial Drawdown Date" means the distribution date of funds

"Indebtedness" means the Principal Sum together with any interest outstanding pursuant to the Shareholder's Agreement at the drawdown date and all other monies and liabilities now or hereafter due, owing or incurred to the Lender by the Borrower under this Agreement.

"Interest" means interest on the Principal Sum at the rate of 20% per cent of the borrowed amount for Cayman Islands Dollars Lending for 30 days and payable in accordance with clause 3.

"Principal Sum" means C\$1500.00.

"Loan Period" means the period of time in calendar years or months that is agreed in this Agreement between the Lender and the Borrower with set payment schedule as outlined in 4.1 (30 day to end , 14TH JUNE 2021).

"Administrator" SEB Finance Consulting Cayman will act as the Administrator for the loan facility and accommodate in the distribution and collection of funds for an administration fee of C\$100.00 payable on the signing date stipulated above.

1.2 References to the parties hereto include their personal representatives permitted assignees and/or respective successors in title to substantially the whole of their respective undertakings.

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 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 unincorporate;



9. **Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of the Cayman Islands and the Borrowers hereby submit to the jurisdiction of the Courts of the Cayman Islands.


**IN WITNESS** whereof the parties hereto have executed this Agreement on the day and year first before written.


Signed by LENDER

  
.....  
Witness SEB Finance  
Tel: 1345 623 6630  
[odell@sebfinance.com](mailto:odell@sebfinance.com)

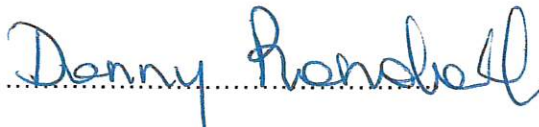
  
.....  
Nicholas Comrie

Signed by BORROWER

  
.....  
Witness SEB Finance  
  
SEB FINANCE CONSULTING CAYMAN

  
.....  
Keneek Mcdonald  
547 3597  
Keneek89@gmail.com

Signed by GUARANTOR

  
.....  
Guarantor For Keneek Mcdonald  
See email  
attached.

AC

**FORCE COLLECTION NOTICE - KENECK MCDONALD**

odell <odell@sebfinance.com>

Fri 9/10/2021 2:41 PM

To: atlantismarine.345@gmail.com <atlantismarine.345@gmail.com>; keneck89@gmail.com <keneck89@gmail.com>

Cc: mrwaspskyline@icloud.com <mrwaspskyline@icloud.com>

Hello Keneek,

This is to notify you that your debt is in Forced Collection stage and is now the responsibility of your Guarantor Mr. Danny Randal who vouched for your loan request.

As of today being the 10th of Sept 2021, your loan Final balance and break down are as follows:

Your first loan was issued on the 14th of May 2021 for the amount of C\$1500.00 with an expiration date of 13th of June 2021. You made payment on the 24th June 2021 and requested a roll (extension) which was granted with an expiration on the 23rd July 2021. The Roll Contract became due on 23rd July 2021 and as of today through many communications with some failed attempt and promises no payment has been made.

Loan Amount	Interest Rate	Contract Start date	Contract End Date	# of Days	Days over Expiration	Date over Expiration for Forced Collection	Contract interest rate	Daily Rate	Total Amount Outstanding on Interest and penalty Charges	Collection Fee	FORCED COLLECTION
1,500.00	20%	24/06/2021	23/07/2021	30	49	10Sept2021	300.00	10.00	790.00	300	2,590.00

Mr. Randal,

Please see the amount above that you will be responsible for through the Forced Collection process that will be initiated on Monday.

Regards,

O'Dell Suarez  
Managing Consultant  
Phone: + 345 623 6630  
Direct: + 345 623 6633



Clarity leaves no room for ambiguity!

**From:** Danny Randall <mrwaspskyline@icloud.com>  
**Sent:** Friday, May 14, 2021 4:07 PM  
**To:** Odell@sebfinance.com  
**Subject:** Re: Loan

I Danny Randall stand as guarantor for Keneek McDonald in the amount of \$1500 plus 20% interest within 30 days.

Sent from my iPhone

> On May 10, 2021, at 12:17 PM, Danny Randall <mrwaspskyline@icloud.com> wrote:

>

> It Jshaw@caymanport.com

>

> Sent from my iPhone

>

>> On May 10, 2021, at 10:01 AM, Odell@sebfinance.com wrote:

>>

>> Hello Danny,

>>

>> Please bring the payroll slip with you, this image is not acceptable

>> for Lender's file.

>>

>> Regards,

>>

>> O'Dell Suarez

>> Managing Consultant

>> Phone: + 345 623 6630

>>

>>

>> Clarity leaves no room for ambiguity!

>>

>> -----Original Message-----

>> From: Danny Randall <mrwaspskyline@icloud.com>

>> Sent: Sunday, May 9, 2021 1:39 PM

>> To: Odell@sebfinance.com

>> Subject: Loan

>>

>>

>>

>>

**FORCED COLLECTION NOTICE - KENEEK MCDONALD**

Alex Rankine <Alex@sebfinance.com>

Thu 10/21/2021 3:19 PM

To: keneek89@gmail.com <keneek89@gmail.com>

Cc: odell <odell@sebfinance.com>; mrwaspskyline@icloud.com <mrwaspskyline@icloud.com>

Dear Mr. McDonald,

This is to notify you that your debt is in Forced Collection Stage and will be filed through the summary court on Monday the 25th of October 2021.

As of the 20th of October 2021, your loan balance and break down are as follows:

Your first loan was issued on the 14th of May 2021 for the amount of CI\$1500,00 with an expiration date of 13th of June 2021. You made payment on the 24th June 2021 and requested a roll (extension) which was granted with an expiration on the 23rd July 2021. The Roll Contract became due on 23rd July 2021 and as of today through many communications with some failed attempt and promises no payment has been made.

A Payment was made CI\$250.00.

Which is reflected in the below calculations.

		Loan Amount	Interest Rate	Contract Start date	Contract End Date	# of Days	Days over Expiration	Date over Expiration for Forced Collection	Contract Interest rate	Daily Rate	Total Amount Outstanding on Interest and penalty Charges	Collection Fee	FORCED COLLECTION
Keneek	McDonald	1,500.00	20%	14-May-21	13-Jun-21	30	120	20-Oct-21	300.00	10.00	1,500.00	300	3,300.00
								Daily Rate	10		payment	-250	
											oustanding		3,050.00

Please note that Debt Collection Fee and court fee will be applied to the above balance.

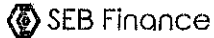
Regards,

Alex Rankine

Associate Administrator

Phone: +345 623-6630

Direct: +345 623-6635



Clarity Leaves no room for ambiguity