

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 0030 OF 2016

BETWEEN:

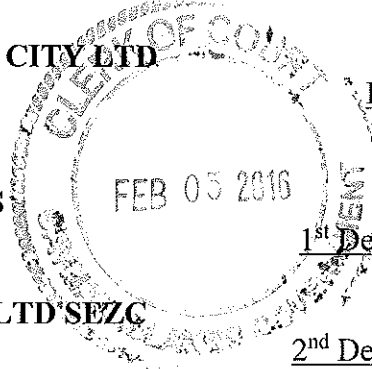
AND:



CAYMAN ENTERPRISE CITY LTD

Plaintiff

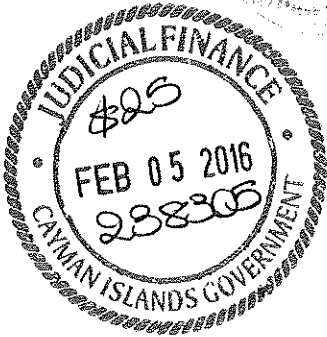
MARC NAFTS



1<sup>st</sup> Defendant

STRONG OX HEALTH LTD SEZC

2<sup>nd</sup> Defendant



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PLAINT

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To the Defendants:

Marc Nafts  
1212 Western Ave  
Glendale  
California  
91201-1427  
United States of America

Strong Ox Health Ltd SEZC  
Stuarts Corporate Services Ltd  
4<sup>th</sup> Floor Cayman Financial Center  
36A Dr Roy's Drive  
PO Box 2510  
George Town  
Cayman Islands

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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, 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 Acknowledgment of Service form.

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

**Issued** this 5<sup>th</sup> day of February, 2016

**See overleaf for particulars of the Plaintiff's claim.**

## PARTICULARS OF CLAIM

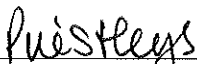
1. The Plaintiff is and was at all material times a company registered in the Cayman Islands.
2. The 1<sup>st</sup> Defendant is and was at all material times an individual residing in the United States of America.
3. The 2<sup>nd</sup> Defendant was at all material times a Special Economic Zone Company formed in the Cayman Islands on 13 May 2014.
4. By an agreement (the "Agreement") in writing executed 18 March 2014 between the Plaintiff and the 1<sup>st</sup> Defendant in respect of the 2<sup>nd</sup> Defendant (collectively the "Licensee") for a license to occupy the Plaintiff's office facilities (the "Premises") the Licensee agreed to pay the sum of USD\$42,250.00 as an annual license fee (the "Fee"), along with charges for any additional fees in respect of the use of additional facilities, equipment and services (the "Service Fee").
5. The Agreement contained the following express terms:
  - 5.1 The license period was for 3 years commencing on 1 June 2014 (the "Commencement Date");
  - 5.2 The Fee was payable in accordance with the Agreement's payment terms whether or not occupation at the Premises had been taken up by the Licensee on the Commencement Date;
  - 5.3 The Fee was payable at USD\$10,562.50 per quarter with the first such payment due on or before the Commencement Date;
  - 5.4 At clause 2.3 of Schedule 1 to the Agreement, the Licensee shall be liable to the Plaintiff in respect of late payments (*inter alia* for the Fee and the Service Fee) for interest at the rate of 5% above the applicable LIBOR rate provided to the Plaintiff by Cayman National Bank;
  - 5.5 At clause 3.1 of Schedule 1 to the Agreement, the Plaintiff reserved the right to charge the Licensee the Service Fee;
  - 5.6 At clause 3.10.1 of Schedule 1 to the Agreement, the Licensee agreed to indemnify the Plaintiff against all costs arising from any breach of the Licensee's covenants contained in the Agreement.
6. On 22 February 2015 the 1<sup>st</sup> Defendant emailed the Plaintiff stating that he could "not afford the lease" with the Plaintiff. On 27 April 2015 the Plaintiff advised

the 1<sup>st</sup> Defendant by email that a final quarterly payment of USD\$10,562.00 would be accepted for early termination of the licence. Invoice number 3321 was issued to the Licensee on 1 June 2015 for the sum of USD\$10,562.50. Payment was due on receipt of the invoice.

7. In breach of the Agreement the Licensee has failed to pay the sum of USD\$10,562.50 or any part of that sum by the due date or at all.
8. The Licensee therefore owes the Plaintiff the sum of USD\$10,562.50.
9. Further, the Plaintiff claims contractual interest on the sum unpaid at the rate of 5% above the applicable LIBOR rate provided to the Licensor by Cayman National Bank from time to time from the due date to the date of issue of this claim until judgment or earlier payment.
10. Further, the Plaintiff claims under the Agreement the Plaintiff's costs (including but not limited to legal costs) arising from the Licensee's failure to pay the sum set out in paragraph 8 above.

AND the Plaintiff Claims:

1. The sum of USD\$10,562.50.
2. Contractual interest as set out in paragraph 9 above.
3. Costs under the Agreement.
4. Costs.

  
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**PRIESTLEYS**  
**Attorneys for the Plaintiff**

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2016

BETWEEN:

CAYMAN ENTERPRISE CITY LTD

Plaintiff

AND:

MARC NAFTS

1<sup>st</sup> Defendant

STRONG OX HEALTH LTD SEZC

2<sup>nd</sup> Defendant

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ACKNOWLEDGMENT OF SERVICE

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1. State Defendant's name and address-

Marc Nafts  
1212 Western Ave  
Glendale  
California  
91201-1427  
United States of America

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 \_\_\_\_\_, 2016

**Please see overleaf**

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**PARTICULARS OF DEFENCE**

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(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).

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Defendant's Signature

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