

(1) JEREMY BECK  
AND  
(2) MV CAYMAN LTD.



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ORIGINATING SUMMONS

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**LET THE DEFENDANT** c/o GK Management Ltd, P. O. Box 10729, Suite 1, Artemis House, 67 Fort Street, Grand Cayman, KY1-1007, Cayman Islands attend before the Judge in Chambers, at the Law Courts, George Town, Grand Cayman on the            day of            2021 , at            o'clock on the hearing of an application by the Plaintiff of 560 South Sound Rd, PO Box 30255, Grand Cayman, KY1-1202, Cayman Islands for Orders in the terms of the draft annexed hereto or further and alternative relief.

The Plaintiff reserves his right to seeks order for an inquiry into damages.

**AND LET THE DEFENDANT** within 12 days after service of this summons on him counting the day of service, return the accompanying Acknowledgment of Service to the Courts office.

Dated this 11 day of March 2021

Filed this            day of March 2021

A handwritten signature in black ink that reads "McGrath Tonner".

**McGrath Tonner**

Attorneys at Law for the Plaintiff

To:                            The Clerk of the Grand Court

Time Estimate:            30 minutes - 1 hour

THIS SUMMONS was filed by McGrath Tonner, attorneys at law for the fifth and seventh defendants, whose address for service is PO Box 446 GT, Genesis Building, Cayman Islands, KY1-1106.

NOTES:-

(1) This Summons 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 above date unless renewed by order of the Court.

(2) If a defendant does not attend personally or by his attorney at the time and place above-mentioned such order will be made as the Court may think just and expedient.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:                      OF 2021 (      )

(1) JEREMY BECK

AND

(2) MV CAYMAN LTD.

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DRAFT ORDER

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**UPON** the Plaintiff's summons dated 11 March 2021 (the "**Summons**")

**AND UPON** reading The First Affidavit of Jeremy Charles Nicholas Beck sworn on 11 March 2021

[**AND UPON** reading the Affidavit of [                      ] sworn on [      ]]

[**AND UPON** reading and the Second Affidavit of Jeremy Charles Nicholas Beck sworn on [      ]]

[**AND UPON** hearing Counsel for the Plaintiff and Counsel for the Defendant]

**IT IS HEREBY ORDERED** that:

1. Specific performance of an option agreement between the Plaintiff and the Defendant in respect of the land comprising the Block and Parcel numbers set out in Annex I to this Order (the "**Properties**") dated 24 February 2016 (the "**Option Agreement** ") shall take place in the following manner:
  - a. Within 7 days from the date of this Order, the Defendant shall pay to the Plaintiff by way of banker's draft or cashier's cheque drawn on a Class A Licensed Cayman Islands bank (or by such other means as may be mutually agreed) the amount of US\$ 2,005,000, being the aggregate of the purchase prices of each of the Properties set out in Annex I of this Order (the "**Purchase Price**");
  - b. Immediately upon receipt of the Purchase Price, the Plaintiff shall deliver to the Defendant a valid executed instrument of transfer for each Property transferring the Properties to the Defendant (the "**Transfers**");

- c. Immediately upon receipt of the Transfers and in any event within 14 days of the date of this Order, the Defendant will execute the Transfers and file the Transfers for stamping and registration at the Land Registry together with a Certificate of Good Standing of the Defendant, the Register of Directors of the Defendant, a Resolution of the Directors of the Defendant authorizing the purchase of the Properties and any other necessary documentation or fees whatsoever, and take all required action to transfer the Properties to the Defendant at its own cost;
  - d. The Stamp Duty Amount and Registration Fees shall be paid by the Defendant;
  - e. In the event that the Valuation Office of the Lands & Surveys Department determines that the aggregate market value of the Properties is higher than the Purchase Price, then all additional stamp duty which is assessed on the Properties over the Purchase Price is the responsibility of the Defendant to pay; and
  - f. Within 14 days of the date of this Order, the Defendant shall pay the Plaintiff his reasonable costs of sale of \$2,250.
2. Within 14 days of the date of this Order, the Defendant shall pay the Plaintiff interest on the Purchase Price of US\$2,005,000 in accordance with Section 34 of the Judicature Law (2007 Revision) from 11 March 2021 to the date of payment or for such other period as the Court deems just;
  3. The Defendant do pay the costs of and incidental to the Proceedings, including all costs of and incidental to the Summons filed by the Plaintiff on 11 March 2021 on the standard basis to be taxed if not agreed.
  4. Either party may apply to the Court to enforce the terms of this Order.

DATED this     day of March 2021

FILED this      day of March 2021

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**JUDGE OF THE GRAND COURT**

**Annex I**

**The Properties**

<b>Block and Parcel Number</b>	<b>Unit Number</b>	<b>Purchase Price (US\$)</b>
124REM1H91	1200	195,000
124REM1H92	1201	245,000
124REM1H93	1202	245,000
124REM1H94	1203	195,000
124REM1H33	1212	245,000
124REM1H96	2201	245,000
124REM1H86	5205	195,000
124REM1H87	5206	195,000
124REM1H60	5215	245,000
		<b>\$ 2,005,000</b>

This Order was filed by McGrath Tonner, Attorneys for the Third, Fourth and Fifth Defendants, whose address for service is 5<sup>th</sup> Floor, Genesis Building, George Town, Grand Cayman, P.O. Box 446 GT, KY1 1106