



**GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO: FSD [] OF 2026 ()

BETWEEN:

**RITCHIE MULTI-STRATEGY GLOBAL LTD
(IN OFFICIAL LIQUIDATION)
(Acting by its Joint Official Liquidators
Michael Lam and James Parkinson)**

PLAINTIFF

AND:

**(1) RITCHIE MULTI STRATEGY GLOBAL LLC
(a Delaware entity)
(2) RITCHIE MULTI-STRATEGY GLOBAL TRADING LTD**

DEFENDANTS

WRIT OF SUMMONS

TO:

- (1) Ritchie Multi Strategy Global LLC** of Corporation Trust Center, 1209 Orange St, Wilmington, DE 19801;
- (2) Ritchie Multi-Strategy Global Trading Ltd** of TTA Corporate Services Ltd, Harbour Place, 2nd Floor, North Wing, 103 South Church St, PO Box 472, Grand Cayman, KY1-1106, Cayman Islands; and,

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days (or, if leave is required to effect service out of the jurisdiction, such other period as specified in the attached Acknowledgement of Service of Writ of Summons) after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the

This **WRIT OF SUMMONS** was issued by KSG, attorneys for the Plaintiff, whose address for service is:
4th Floor, One Capital Place, Shedden Road, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands
Ref: [SG/KM/05040]

proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 5th day of May 2026

NOTE – This Writ 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 date of issue unless renewed by order of the Court.

IMPORTANT

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

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CONCISE STATEMENT OF THE NATURE OF THE CLAIM

1. The Plaintiff is an exempted company incorporated in the Cayman Islands with limited liability, which is currently in official liquidation pursuant to an order of the Grand Court dated 15 December 2020 (the "**Winding Up Order**"). The Plaintiff acts by its Joint Official Liquidators, Michael Lam and James Parkinson, of Arkus Advisory.
2. This action concerns a sale and purchase agreement dated on or about 7 May 2020 (the "**SPA**") between the Plaintiff, as seller and the First Defendant, Ritchie Multi Strategy Global LLC (a Delaware entity), as purchaser, pursuant to which the Plaintiff purported to sell, transfer and/or assign to the First Defendant certain "Remaining Assets" (as defined in the SPA), including, inter alia:
 - 2.1. All issued shares held by the Plaintiff in the Second Defendant, Ritchie Multi-Strategy Global Trading, Ltd.;
 - 2.2. All issued shares held by the Plaintiff in RTL Options Ltd. which is recorded as dissolved as of 21 December 2020 following voluntary liquidation. The Plaintiff will seek restoration and/or directions as necessary to facilitate effective relief in respect of the share register and to implement any order setting aside the SPA;
 - 2.3. The Plaintiff's rights to receive a "Seller Legal Fees Escrow Receivable", being a USD \$6,000,000 advance made by the Plaintiff to Ritchie Capital Management SEZC, Ltd. in connection with an escrow arrangement relating to the Huizenga Litigation (as defined in the SPA);

- 2.4. The Plaintiff's rights to receive a "Seller Indemnification Advances Receivable", being a USD \$11,615,196 indemnification advance allegedly owed to the Plaintiff by Ritchie Risk-Linked Strategies, L.L.C. in connection with the Huizenga Litigation (as defined in the SPA); and,
 - 2.5. The Plaintiff's rights to receive "Seller Intercompany Receivables" (as defined in the SPA).
3. RTL Options Ltd. is not named as a Defendant in these proceedings due to its recorded dissolution following voluntary liquidation. The Plaintiff reserves the right to apply for the prompt restoration of RTL Options Ltd. and/or for directions in these proceedings, should such steps be necessary to effect any rectification, vesting, or other consequential relief arising from the setting aside of the SPA.
4. The Plaintiff contends that the SPA, and the dispositions effected pursuant thereto, are void and/or voidable and/or liable to be set aside on various grounds, including (without limitation):
 - 4.1. Pursuant to Section 146 of the Companies Act (as revised), as dispositions at an undervalue made with intent to defraud creditors;
 - 4.2. Pursuant to the Fraudulent Dispositions Act (as revised); and/or,
 - 4.3. At common law and/or in equity, including by reason of breach of fiduciary duty, unlawful means conspiracy, and/or knowing receipt and/or dishonest assistance.
5. The Plaintiff seeks the following relief (together with such further or other relief as may be set out in its Statement of Claim):
 - 5.1. A declaration that the SPA and/or the dispositions of the Remaining Assets effected pursuant thereto are void and/or voidable and/or be set aside;
 - 5.2. An order rescinding the SPA and requiring the First Defendant to retransfer (and/or procure the retransfer of) the Remaining Assets to the Plaintiff, including (without limitation) the shares in the Second Defendant and RTL Options Ltd and the assignments of the receivables described above;
 - 5.3. Alternatively, a declaration that the First Defendant holds the Remaining Assets (and any proceeds thereof, including any substitutions or traceable assets) on trust for the Plaintiff, together with an order for delivery up and/or retransfer;
 - 5.4. An order for rectification of the register of members of the Second Defendant and the Third Defendant to record the Plaintiff as the registered holder of the shares transferred pursuant to the SPA, together with an order that the First Defendant do all acts and execute all documents and/or procure all necessary steps to restore the Plaintiff as the legal and/or beneficial owner of the shares in RTL Options Ltd.,

including procuring rectification and/or restoration (if required) and/or such consequential directions as the Court considers appropriate;

5.5. An account and inquiry as to:

- a. All Remaining Assets received by the First Defendant pursuant to the SPA;
and
- b. All proceeds, profits and/or benefits derived from those Remaining Assets,
together with payment to the Plaintiff of all amounts found to be due;

5.6. Interest;

5.7. Costs; and

5.8. Such further or other relief as the Court considers just.



KSG

Attorneys for the Plaintiff

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendants or by the Defendants if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e., the words "Statement of Claim" appear on the top of page 3), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendants.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendants' goods may be applied for where the Defendants are unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendants desire to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

☐

yes

☐

no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

☐

yes

☐

no

Service of the Writ is acknowledged accordingly

(Signed).....
Attorney for First Defendant

(Signed).....
Attorney for Second Defendant

Please complete overleaf

Notes on address for service

Attorney: where the Defendants are represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, they must give their post office box number and the physical address of their residence or, if they do not reside in the Cayman Islands, they must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Endorsement by plaintiffs' Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

KSG Attorneys at Law
4th Floor
One Capital Place
Shedden Road
PO Box 2255
Grand Cayman KY1-1107
Cayman Islands

Endorsement by first defendant's Attorney (or by first defendant if suing in person) of his name, address and reference, if any, in the box below.

Endorsement by second defendant's Attorney (or by second defendant if suing in person) of his name, address and reference, if any, in the box below.