GRAND COURT CAYMAN ISLANDS FINANCIAL SERVICES DIVISION

ND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

Cause No. FSD of 2026

IN THE MATTER OF THE COMPANIES ACT (2025 REVISION)

AND IN THE MATTER OF CEDRUS INVESTMENTS LTD.

WINDING UP PETITION

TO: The Grand Court of the Cayman Islands

THE HUMBLE PETITION of Gordon Timmins Watson ("**Mr Watson**"), whose address for service is c/o Campbells LLP, Floor 4, Willow House, Cricket Square, Grand Cayman, Cayman Islands, shows that:

1 Mr Watson is an individual resident in Hong Kong. Mr Watson is the sole indirect shareholder of Sage Asia International Limited ("**Sage Asia**"). Sage Asia was a business company incorporated in the British Virgin Islands ("**BVI**") with BVI company number 1880282 until its dissolution on 1 May 2026.

2 Cedrus Investments Ltd ("**Company**") is an exempted limited company incorporated under the laws of the Cayman Islands with company registration number 222676 and with its registered office at International Corporation Services Ltd, P.O. Box 472, Harbour Place, 2nd Floor, North Wing, 103 South Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands. The Company is a firm offering investment services in Hong Kong.

<u>Investment Accounts</u>

3 On 12 January 2012, Mr Watson opened an investment account with the Company with account number CERJ11020 ("**Personal Account**"). In or around August 2016, the Company assisted Mr Watson in establishing Sage Asia for the purposes of opening another investment account with the Company with account number CERJ11113 ("**Sage Account**", together with the Personal Account "**Accounts**" and

THIS PETITION is filed by Campbells, attorneys for the Petitioner, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman, KY1-9010 Cayman Islands (Ref: HTS/20889-15904)

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each an "**Account**"). The Sage Account was opened on 25 August 2016. Both Accounts were opened in accordance with the Company's standard customer agreement as appended to its standard investment account application form ("**Account Agreement**"). Account statements dated 30 June 2026 for each of the Accounts show that, as of 30 June 2026:

3.1 The Personal Account had a total portfolio value of USD 8,205,720.76; and

3.2 The Sage Account had a total portfolio value of HKD 36,866,413.41.

4 Each of the Accounts comprises seven investment portfolios governed by standard Investment Management Agreements dated between 1 October 2014 and 1 September 2021 ("**IMAs**"). This petition sets out events relating to withdrawal requests and other instructions given to the Company by Mr Watson in his personal capacity and/or in his capacity as Sage Asia's indirect shareholder. Owing to those events, the Company owes amounts to both Mr Watson (in respect of assets in the Personal Account) and to Sage Asia (in respect of amounts in the Sage Account). This petition sets out the events relating to the Sage Account for completeness and to demonstrate further the Company's insolvency only. However, for clarity, Sage Asia is not a petitioner in this matter and, as petitioner, Mr Watson relies only on the debt as owed to himself personally by the Company in relation to the Personal Account for the purposes of this Petition.

<u>Guaranteed Deposits</u>

5 Separately, between 1 March 2014 and 1 August 2018 and pursuant to the Company's guaranteed deposit program ("**Program**"), Mr Watson also made guaranteed deposits totalling (i) HKD 7,870,000 in the name of Sage Asia; and (ii) USD 2,550,000, HKD 1,500,000 and RMB 3,000,000 in his own name ("**Guaranteed Deposits**") as follows:

Amount invested	**Guaranteed rate of return (per annum)**	**Date of investment**	**Initial investment term**
Sage Asia			
HKD 3,870,000	5.5%	1 January 2017	18 months
HKD 3,500,000	5.8%	1 August 2017	Two years
HKD 500,000	5.5%	1 August 2018	18 months
Gordon Watson			
USD 400,000	6%	1 March 2014	18 months

USD 200,000		1 June 2014	
USD 250,000		1 September 2014	
RMB 1,000,000		1 September 2014	
HKD 5,000,000		1 October 2014	
USD 400,000		1 September 2015	
USD 200,000		1 December 2015	
RMB 1,000,000		1 January 2016	
USD 250,000		1 January 2016	
HKD5,000,000	5.5%	1 April 2016	
USD 400,000	6%	1 March 2017	
USD 200,000	5.5%	1 June 2017	
RMB 1,000,000	6%	1 September 2017	
USD 250,000	6%	1 September 2017	
HKD 5,000,000	5.5%	1 October 2017	

8 With respect to each Guaranteed Deposit and under the terms of the Program as contained in the Company's standard terms and conditions ("**Guaranteed Deposit Agreement**"):

8.1 Invested amounts would be deposited into a guaranteed deposit account opened under the name of Mr Watson or Sage Asia, respectively ("**Guaranteed Deposit Account**").

8.2 Interest accrued on the Guaranteed Deposits were due quarterly and were to be credited to each relevant Account.

8.3 The Company would pay interest on funds at a guaranteed rate of return.

8.4 Upon the expiry of each Guaranteed Deposit's initial investment term, the Guaranteed Deposit Agreement would automatically renew for an identical term unless terminated by the investor in writing 60 days prior to the end of each term.

9 Since opening each Guaranteed Deposit Account, neither Mr Watson nor Sage Asia have withdrawn any funds therefrom, nor sought to terminate the Guaranteed Deposit Agreement prior to the Closure Notice defined below. All amounts invested remain in the Accounts together with accrued interest to date.

Withdrawal requests

10 Clause 7 of the IMAs largely provides in relevant part: "*[i]f the Client wishes to withdraw funds, Client shall provide written notice of no less than 45 days before the end of the current quarter. One full quarter is required for redemption and redemption shall occur no later than the third week of the second quarter following notice*".

11 On 12 March 2024 and pursuant to clause 7, Mr Watson wrote to the Company requesting a withdrawal from the Sage Account, noting that he would prefer the first tranche of US$ 865,000 to be paid "in September [2024]", with the same amount to be paid out of the Sage Account annually for the next seven years ("**First Withdrawal Request**"). The Company responded to Mr Watson on 13 March 2024 noting that the required notice period would be two full quarters and that the funds should be available by mid-October. In any event, to date, no payments have been received.

12 On 21 September 2025 and again pursuant to clause 7 of the IMAs, Mr Watson wrote to the Company instructing a further withdrawal of US$ 3,750,000 from the Personal Account ("**Second Withdrawal Request**"). Pursuant to clause 7, the withdrawal must be completed by the end of Q1 2026 (ie by 31 March 2026).

Annuity payments

13 In addition to amounts payable by the Company to Mr Watson under the IMAs, Mr Watson and the Company's founder and chairman, Mr Rani Jarkas ("**Mr Jarkas**") have separately agreed that Mr Watson would be entitled to a US$200,000 annuity payment in respect of his investments in the Company, to be paid quarterly with the first instalment being due 1 April 2025. To date, Mr Watson has not received any annuity payments.

Closure of accounts

14 Clause 28(c) of the Account Agreement provides that it may be terminated upon thirty days' written notice. On 17 December 2025, Mr Watson gave written notice to the Company to close all accounts with the Company ("**Closure Notice**"). The Company acknowledged receipt that day. The Account Agreement was therefore terminated as and from 16 January 2026 in respect of each Account, pursuant to

clause 28(c). On 22 December 2025 and pursuant to clause 7 of the IMAs, Mr Watson further delivered to the Company a Liquidation and Closure of Account letter for each Account, dated 18 December and signed 20 December 2025, confirming his instructions to liquidate all portfolios and effect withdrawals in accordance with the IMAs. The Company confirmed receipt on 22 December 2025.

15 Pursuant to clause 28(c) of the Account Agreement and clause 7 of the IMAs, the following amounts are due and owing:

	Amount due (USD)	**Account**	**Due date**	**Notes**
1.	865,000	Sage Account	14 October 2024*	First Withdrawal Request
2.	865,000	Sage Account	14 October 2025*	First Withdrawal Request
3.	200,000	Both Accounts	1 April 2025	Quarterly annuity payment
4.	200,000	Both Accounts	1 July 2025	Quarterly annuity payment
5.	200,000	Both Accounts	1 October 2025	Quarterly annuity payment
6.	200,000	Both Accounts	1 January 2026	Quarterly annuity payment
7.	865,000	Sage Account	14 January 2026*	First Withdrawal Request
8.	3,750,000	Personal Account	1 July 2026* (as parts of the amounts payable upon termination)	Second Withdrawal Request
9.	All amounts remaining in the Accounts after the above withdrawals (including Guaranteed Deposit amounts invested under the Program)	Both Accounts	1 July 2026*	Termination of Accounts

16 For completeness, the Company has claimed in correspondence with Mr Watson that two full quarters' notice is required for redemption in accordance with the underlying investment agreements. Mr Watson reserves his rights in relation to that claim but notes in any event that, even on the Company's own case, all amounts owed by the Company as recorded in the table above have since fallen due. The entries marked with an asterisk (*) in the table above adopt, for illustrative purposes only, the Company's position that the required notice period is two full quarters.

17 Mr Watson confirmed the outstanding amounts above to the Company by way of email dated 6 January 2026 and by way of lawyers' letter dated 26 January 2026.

Correspondence with the Company

18 In correspondence, the Company has not taken issue with any of the claimed amounts. Rather, it has acknowledged on multiple instances that payment is due but has raised a number of untenable excuses to explain its failure to make payment. In particular:

18.1 On 13 March 2024, the Company confirmed to Mr Watson in writing that the First Withdrawal Request was received and that funds "*should be available*" by mid-October 2024.

18.2 On 9 September 2025, the Company wrote to Mr Watson and apologised for "*unnecessary delays*" with respect to payment, explaining that it was due to the Company changing some of its administrators and service providers.

18.3 On 6 November 2025, the Company once again wrote to Mr Watson noting that circumstances were "complicated" and "*require [sic] more time than anticipated due to dealing with many global counter parties, different time zones and different rules and regulations for our service providers*". Nonetheless, the Company confirmed that it would redeem payments to Mr Watson and Sage Asia from its own net capital requirements and that payment could be expected by or around 19 November 2025.

18.4 On 17 December 2025, Mr Watson wrote to the Company once again following up on payment, and the Company wrote to Mr Watson confirming that it was "*trying [its] best to restore connectivity with all of [its] service* *providers*" but that it had recently discovered that it had been hacked, causing the delays in repayment.

18.5 On 23 December 2025, Mr Jarkas confirmed to Mr Watson via telephone that the delay in payment was fully Cedrus' fault.

18.6 Mr Jarkas has approached Mr Watson separately on multiple occasions, oftentimes via Whatsapp, to acknowledge that the Company does in fact owe the amounts to Mr Watson and Sage Asia.

19 The Company has also committed to pay additional interest to Mr Watson at the rate of 10.3% per annum on all outstanding sums as and from their original due date. That rate represents the additional interest Mr Watson has incurred on his own facilities as a consequence of the Company's failure to meet its obligations to make payments to Mr Watson as and when required.

<u>Indebtedness</u>

20 Accordingly, in breach of contract, the Company has failed to repay sums that are presently due and owing under the Account Agreement and the IMAs and the Company is presently indebted to Mr Watson in the amounts of at least USD 8,205,720.76 (being the total portfolio value of the Personal Account as of 30 June 2026), excluding accrued interest.

21 In the premises:

21.1 Mr Watson is a creditor of the Company and has standing to present this petition under section 94(b) of the Companies Act (2026 Revision) ("**Act**"); and

21.2 the Company is unable to pay its debts, within the meaning of section 92(d) of the Act, and should be wound up pursuant to Part V of the Act.

AND THE PETITIONER HUMBLY PRAYS THAT:

(1) The Company be wound up by the Court pursuant to Part V of the Act;

(2) Gwynn David Nevill Hopkins and Michael Pearson be appointed as Joint Official Liquidators ("**JOLs**") of the Company;

(3) The JOLs shall not be required to give security for their appointment;

(4) The JOLs' remuneration and expenses be paid out of the assets of the Company in accordance with Part III of the Insolvency Practitioners' Regulations 2008 (as amended) and Order 20 of the Companies Winding Up Rules 2008 (as amended) (**"CWR"**);

(5) The JOLs be at liberty to meet all disbursements reasonably incurred in connection with the performance of their duties and such payments shall be made as and when they fall due out of the assets of the Company and shall be expenses in the liquidation;

(6) The costs of and incidental to this Petition be paid out of the assets of the Company as an expense of the liquidation, on the indemnity basis, to be taxed if not agreed with the JOLs; and

(7) Such further or other relief as the Court sees fit.

Dated: 28 August 2026

Campbells LLP

CAMPBELLS LLP
Attorneys for the Petitioner

Notice of Hearing

TAKE NOTICE THAT the hearing of this petition will take place at the Law Courts, George Town, Grand Cayman on 2026 at am/pm or as soon thereafter as the Petition can be heard.

Any correspondence or communication with the Court relating to the hearing of this petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, telephone 345 949 4296.