



GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

FSD CAUSE NO. 124 OF 2024 (JAJ)

IN THE MATTER OF THE COMPANIES ACT (2023 REVISION)

AND IN THE MATTER OF META DATA LIMITED (PREVIOUSLY ONESMART INTERNATIONAL

EDUCATION GROUP LIMITED 精銳國際教育集團有限公司)

WINDING UP PETITION

To the Grand Court of the Cayman Islands

The humble petition of China Minsheng Banking Corp., Ltd. Hong Kong Branch (the “**Petitioner**”) with its registered office at 40/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong **shows that:-**

- 1 The Petitioner seeks the winding up of Meta Data Limited (the “**Company**”) on the grounds that it is unable to pay its debts.

The Petitioner

- 2 The Petitioner is a joint-stock company incorporated in the People’s Republic of China (the “**PRC**”) and is listed on the main board of Hong Kong Stock Exchange (Stock code: 1988) and the Shanghai Stock Exchange (Stock code: 600016). The Petitioner is also a licensed bank in Hong Kong and a registered institution with the Securities and Futures Commission of Hong Kong.

This **WINDING UP PETITION** is filed by Campbells LLP, Attorneys-at-Law for the Petitioner, whose address for service is 4th Floor, Willow House, Cricket Square, George Town, Grand Cayman, Cayman Islands (ref JMH/09975-42637)

- 3 The Petitioner is one of seven syndicate Lenders (as defined in paragraph [10] below) under a Facilities Agreement (as defined and explained in more detail in paragraph [10]), under which the Petitioner may separately and individually enforce its rights against the Company to recover the Relevant Amount (as defined and explained in paragraphs [30] to [31] below).

The Company

- 4 The Company (which was previously known as OneSmart International Education Group Limited) is an exempted company with limited liability incorporated in the Cayman Islands on 10 March 2017 with registration number 320611. The Company has been listed on the New York Stock Exchange since 28 March 2018 (NYSE: AIU) and as at the date of this Petition remains listed thereon (although has, at this time, been designated a “non-compliant” issuer by the New York Stock Exchange).
- 5 The registered office of the Company is situated at Maples Corporate Services Limited, P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. The principal executive office of the Company is located at Flat H 3/F, Haribest Industrial Building, 45-47 Au Pui Wan Street, Sha Tin, New Territories, Hong Kong.
- 6 Based on the form 6-K dated 19 May 2023 and filed with the SEC, the authorised share capital of the Company was amended by ordinary resolution on 11 May 2023 (immediately following a share consolidation also approved on that date), such that the authorized share capital of the Company became US\$100,000 divided into 200,000,000 shares, with par value of US\$ 0.0005 per share, comprising of (i) 140,000,000 Class A ordinary shares, (ii) 20,000,000 Class B ordinary shares of a par value of US\$0.0005 each, and (iii) 40,000,000 shares of a par value of US\$0.0005 each, to be designated by the board of directors of the Company. The issued and outstanding shares of the Company as at 31 August 2023 were 153,948,323 Class A ordinary shares.

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- 7 The Company was (until the events described in paragraphs [25] to [27]) the parent company of a group of companies incorporated in the BVI, Hong Kong and the PRC (the “**Group**”). The business of the Group was the provision of K-12 after-school education services in the PRC. In particular, the Group developed a K-12 after-school education platform that primarily focused on mathematics training services and FasTrack English in the PRC and internationally. Since its original establishment in 2008, the Group underwent major expansion, achieving at its peak a nationwide network of 480 learning centres across 40 cities in the PRC, in addition to having an online presence.
- 8 In July 2021, the General Office of Central Committee of the Communist Party of China and the General Office of the State Council of China jointly released *Opinions on Further Alleviating the Burden of Homework and After-School Tutoring for Students in Compulsory Education* (the “**Opinion**”). The Opinion posed various restrictions on PRC education service providers, including the Group. Following the issuance of the Opinion, the Company stated in its SEC filings that the Group suspended all education programmes and learning centres in the PRC with effect from 12 October 2021.
- 9 The Company is unable to pay its debts within the meaning of section 93 of the Companies Act (2023 Revision) (the “**Companies Act**”) for the reasons set out in this Petition.

The Facilities Agreement

- 10 On 27 March 2019, the following parties entered into an up to US\$139,000,000 term facility and up to US\$61,000,000 greenshoe facility senior facilities agreement (the “**Senior Facilities Agreement**”):
- 10.1 The Company (as borrower);

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- 10.2 OneSmart Edu Inc., a BVI company and wholly owned subsidiary of the Company as at the date of the Facilities Agreement (as joint and several guarantor) (the “**BVI Guarantor**”);
- 10.3 OneSmart Edu (HK) Limited (精銳教育集團(香港)有限公司) (previously known as Great Edu (HK) Limited (至慧教育集團有限公司) and ONESMART EDU (HK) LIMITED (精銳教育(香港)有限公司)), a Hong Kong company and wholly owned subsidiary of the BVI Guarantor as at the date of the Facilities Agreement (as joint and several guarantor) (the “**HK Guarantor**”);
- 10.4 a bank syndicate of lenders originally comprising the Petitioner, Industrial Bank Co., Ltd. Hong Kong Branch, UBS AG, Singapore Branch, Agricultural Bank of China, Seoul Branch, Siemens Bank GMBH Singapore Branch, SPD Silicon Valley Bank Co., Ltd., following which UBS AG, Singapore Branch subsequently sold its entire portion of the Loan (as defined in paragraph [13]) to Bank Sinopac, Offshore Banking Branch and The Tokyo Star Bank, Limited (collectively the “**Lenders**” and each a “**Lender**”); and
- 10.5 UBS AG, Singapore Branch as facility agent and security agent (the “**Facility Agent**” and “**Security Agent**” (as applicable) and together with the Lenders, the “**Finance Parties**”).
- 11 The Senior Facilities Agreement was subsequently amended by a first amendment agreement dated 20 December 2019, a second amendment agreement dated 17 June 2020 and a third amendment agreement dated 8 February 2021 (collectively, the “**Amendment Agreements**”) (the Senior Facilities Agreement and the Amendment Agreements collectively, the “**Facilities Agreement**”).
- 12 Pursuant to the terms of the Facilities Agreement, the Lenders agreed to advance to the Company:

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- 12.1 a term loan facility of up to US\$139,000,000; and
- 12.2 up to two greenshoe facilities of, in aggregate, up to US\$61,000,000.
- 13 On 1 April 2019, pursuant to Clause 2 (*The Facilities*) and Clause 5 (*Utilisation*) of the Facilities Agreement, the Company made a draw-down for the total amount of the term facility, being an amount of US\$139,000,000 (the "**Loan**"), of which US\$30,000,000 was funded by the Petitioner in its capacity as a Lender in accordance with its funding commitments under the Facilities Agreement. The Petitioner has not transferred, assigned or otherwise entered into any sub-participation arrangement in respect of such original commitment, and therefore holds approximately 21.58% of the outstanding principal amount under the Facilities Agreement.
- 14 Pursuant to the Facilities Agreement, the Company is obliged to, inter alia, repay the sums drawn down by it and pay interest and other amounts:
- 14.1 Clause 6 (*Repayment*) of the Facilities Agreement sets out the repayment terms applicable to the term loan facility and the greenshoe facilities respectively. In summary, the sums drawn down are to be repaid in instalments by the Company on specified "Repayment Dates"; and
- 14.2 Clause 9 (*Interest*), Clause 10 (*Interest Periods*) and Clause 11 (*Changes to the Calculation of Interest*) of the Facilities Agreement require that the Company to pay interest on the principal debt and set out how interest will be calculated; and
- 14.3 Clause 16 (*Other Indemnities*) and Clause 17 (*Costs and Expenses*) of the Facilities Agreement require the Company to pay various other fees and costs (including legal costs).

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- 15 The obligations owed by the Company under the Facilities Agreement are secured by various security documents, including the BVI Share Mortgage (as defined in paragraph [27] below) (the “**Security Documents**”).
- 16 The Security Documents may only be enforced by the Security Agent acting on the instructions of Lenders holding more than 66 and 2/3 % of the total commitments under the Facilities Agreement.

Events of Default

- 17 As at 31 March 2022, one or more events had occurred (and remain continuing) which amount to Events of Default as defined in the Facilities Agreement, including the following:
- 17.1 an Event of Default under Clause 23.1 (*Non-payment*) of the Facilities Agreement arising from the failure of the Company to pay the below sums which were due under the Facilities Agreement:
- (a) a principal sum and scheduled interest which, together, amounted to US\$7,840,480.88 as at 24 March 2022; and
 - (b) accrued default interest in the amount of US\$60,518.42 as at 24 March 2022.
- 17.2 an Event of Default under Clause 23.3(a) (*Other obligations*) of the Facilities Agreement arising from the failure of the Company to provide certain documents by specified dates, including its (i) unaudited consolidated financial statements, (ii) audited consolidated financial statements and (iii) Compliance Certificates (as defined in the Facilities Agreement);

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- 17.3 an Event of Default under Clause 23.3(a) (*Other obligations*) of the Facilities Agreement arising from the failure of the Company to provide the information and documentation requested by the Facility Agent pursuant to Clause 20.8 (*Information: miscellaneous*) of the Facilities Agreement in a reservation of rights letter issued by the Facility Agent to the Obligors dated 29 September 2021; and
- 17.4 an Event of Default under Clause 23.3(a)(i) (*Other obligations*) of the Facilities Agreement arising from the failure of the Borrower to comply with its interest reserve account top up obligations under Clause 22.29 (*Interest Reserve Account*) of the Facilities Agreement (together, the “**Events of Default**”).

The Acceleration Notice and First Statutory Demand

- 18 Clause 23.22 (*Acceleration*) of the Facilities Agreement provides, *inter alia*, that on and at any time after the occurrence of an Event of Default which is continuing, the Facility Agent may issue an acceleration notice to the Company declaring all or part of the Loan immediately due and payable. Accordingly, on 31 March 2022, the Facility Agent (on behalf of the Lenders) issued an acceleration notice to the Company pursuant to the said clause (the “**Acceleration Notice**”).
- 19 Pursuant to the Acceleration Notice, the Loan, together with accrued interest, and all other amounts accrued and outstanding under the Finance Documents became immediately due and payable on the date of the Acceleration Notice. The total sum demanded in the Acceleration Notice (which was calculated up to and including 24 March 2022) was US\$62,110,999.30 (the “**Debt as at March 2022**”) comprised of:
- 19.1 remaining outstanding principal of US\$61,239,691.53;
- 19.2 interest of US\$810,789.35; and

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- 19.3 default interest of US\$60,518.42.
- 20 On 31 March 2022, the Facility Agent also issued a statutory demand (the “**First Statutory Demand**”) to the Company under section 93 of the Companies Act in respect of the Debt as at March 2022.
- 21 The Company did not pay the Debt as at March 2022 in accordance with the Acceleration Notice or within the 21 day statutory period specified in the First Statutory Demand.
- 22 Therefore, as at the date of this Petition, the Loan, together with accrued interest, and all other amounts accrued and outstanding under the Facilities Agreement remain immediately due and payable by the Company (and the HK Guarantor in accordance with the HK Statutory Demand (as defined in paragraph [30] below)) and default interest continues to accrue under Clause 9.3 (*Default interest*) of the Facilities Agreement.

Petitioner’s individual rights as a Lender

- 23 Each Finance Party, including the Petitioner, may, pursuant to Clause 2.10 (*Finance Parties’ rights and obligations*) of the Facilities Agreement (as set out below, emphasis added), separately and individually enforce its rights under the Facilities Agreement against each of the Obligors (as defined in the Facilities Agreement), including the Company, to recover any amount that is due and payable to it without the consent of any other party to the Facilities Agreement.

“2.10 Finance Parties’ rights and obligations

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under any or all of the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under any or all of the Finance Documents.

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(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under any or all of the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in a Facility or its role under a Finance Document (including any such amount payable to the Facility Agent or the Security Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

(c) A Finance Party may, except as otherwise stated in the Finance Documents, separately enforce its rights under the Finance Documents. **Each Finance Party shall be entitled to separately enforce its rights under the Finance Documents against each of the Obligors to recover any amount that is due and payable to it under any Finance Document (or to recover its share of any amount that is due and payable under any Finance Document) without the consent of any other Party;** and nothing shall prejudice the rights of a Finance Party from separately enforcing its rights in relation to any debt arising under any Finance Document owing to it (or its share of any debt arising under a Finance Document), which debt is due and payable.”

- 24 For completeness, as mentioned in paragraph [16] above and with reference to the first sentence in paragraph (c) of Clause 2.10 (Finance Parties' rights and obligations) of the Facilities Agreement referred to above, the security created under and pursuant to the Security Documents is only enforceable through the Security Agent. As at the date of this Petition, the Security Agent has not taken any steps to enforce such security.

Original Group Disposal

This WINDING UP PETITION is filed by Campbells LLP, Attorneys-at-Law for the Petitioner, whose address for service is 4th Floor, Willow House, Cricket Square, George Town, Grand Cayman, Cayman Islands (ref JMH/09975-42637)

- 25 On 28 October 2022, the Company, the BVI Guarantor, and Muckle Capital Investment Co., Ltd. (“**Muckle Capital**”) entered into a share purchase agreement, pursuant to which Muckle Capital agreed to purchase the entire issued share capital of the BVI Guarantor (and, as a result, an indirect interest in the underlying subsidiaries comprising the Group) for cash consideration of US\$1,000,000 (the “**Original Group Disposal**”).
- 26 On 25 November 2022, the Company completed the Original Group Disposal and Muckle Capital became the sole shareholder of the BVI Guarantor, replacing the Company at the apex of the Group.
- 27 The Original Group Disposal was strictly prohibited under the terms of the Facilities Agreement and an equitable share mortgage dated 27 March 2019 entered into by the Company favour of the Security Agent in respect of shares of the BVI Guarantor (the “**BVI Share Mortgage**”), pursuant to which the Finance Parties (as defined in paragraph [10]) have validly created a first ranking security over the BVI Guarantor’s shares. Notwithstanding this, the Company proceeded with the Original Group Disposal without first obtaining the prior written consent of the Finance Parties and no reference to the BVI Share Mortgage or the Facilities Agreement was made in any of the Borrower’s SEC filings relating to the Original Group Disposal.

Second Statutory Demand

- 28 In accordance with its rights under Clause 2.10 (*Finance Parties’ rights and obligations*) of the Facilities Agreement (as referred to in paragraph [23] above), on 4 January 2024, the Petitioner served a statutory demand dated 28 December 2023 (the “**Second Statutory Demand**”) on the Company at its registered office demanding the immediate payment of the sum of US\$15,618,920.20 due and owing to the Petitioner (the “**Second Statutory Demand Debt**”). The Second Statutory Demand Debt is comprised of:

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- 28.1 US\$13,217,199.61, being the Petitioner’s pro rata share of outstanding principal due and owing under the Facilities Agreement;
- 28.2 US\$2,054,252.78, being the Petitioner’s pro rata share of accrued interest calculated in accordance with Clause 9.1 (*Calculation of interest*) of the Facilities Agreement as at the date of the Second Statutory Demand; and
- 28.3 US\$347,467.81, being the Petitioner’s pro rata share of default interest accrued and calculated in accordance with Clause 9.3 (*Default interest*) of the Facilities Agreement as at the date of the Second Statutory Demand.
- 29 The Company has neglected to pay the Second Statutory Demand Debt within the 21-day statutory period, or to secure or compound the same to the satisfaction of the Petitioner. As at the date of this Petition, the Company has not sought to dispute or set aside the Second Statutory Demand and the Second Statutory Demand Debt remains due and owing by the Company.
- 30 For completeness, it is noted that the Petitioner also served a statutory demand on the HK Guarantor (in its capacity as joint and several guarantor) pursuant to the provisions of the Hong Kong Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) on 4 January 2024 (the “**HK Statutory Demand**”), demanding payment of the Second Statutory Demand Debt within 21 days (being 25 January 2024), failing which, as was noted in the Hong Kong Statutory Demand, the Petitioner may present a winding-up petition against the HK Guarantor. As at the date of this Petition, the HK Guarantor has not sought to dispute or set aside the HK Statutory Demand and the Second Statutory Demand Debt remains due and owing by the HK Guarantor.
- 31 As at the date of this Petition, the Company is indebted to the Petitioner for the sum of US\$16,120,348.11 (the “**Relevant Amount**”), consisting of:

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- 31.1 US\$15,618,920.20, being the Second Statutory Demand Debt; and
- 31.2 US\$501,427.91, being the outstanding default interest accrued from the date of the Statutory Demand to the date of this Petition pursuant to Section 9.3 (*Default Interest*) of the Facilities Agreement.
- 32 The Company has failed or neglected to pay the Relevant Amount to the Petitioner, which remains due and owing to the Petitioner and on which interest continues to accrue and the Petitioner intends to also file a winding up petition in respect of the HK Guarantor with the High Court of Hong Kong on or around the date of this Petition.

Grounds for Winding Up

- 33 In the circumstances, the Company is deemed to be unable to pay its debts pursuant to Section 93 of the Companies Act and should be wound up pursuant to Section 92(d) of the Companies Act.

Nomination of Joint Official Liquidators

- 34 The Petitioner nominates Simon Richard Conway of PwC Corporate Finance & Recovery (Cayman) Limited, PO Box 258, 18 Forum Lane, Camana Bay, Grand Cayman, KY1 1104 Cayman Islands and Yat Kit Jong and Ka Yee Annette Lee of PricewaterhouseCoopers Limited, 20/F Prince's Building, Central, Hong Kong to be appointed as joint official liquidators of the Company.

YOUR PETITIONER THEREFORE HUMBLY PRAYS THAT:

- 1 The Company be wound up in accordance with the Companies Act (2023 Revision).

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- 2 Simon Richard Conway of PwC Corporate Finance & Recovery (Cayman) Limited, PO Box 258, 18 Forum Lane, Camana Bay, Grand Cayman, KY1 1104 Cayman Islands and Yat Kit Jong and Ka Yee Annette Lee of PricewaterhouseCoopers Limited, 20/F Prince's Building, Central, Hong Kong be appointed as Joint Official Liquidators (**JOLs**) of the Company.
- 3 The JOLs be authorised to act jointly and severally in their capacity as liquidators of the Company.
- 4 The JOLs shall not be required to give security for their appointment.
- 5 In addition to their powers prescribed in Part II of the Third Schedule to the Companies Act which are exercisable without sanction of this Court, the JOLs are hereby sanctioned to exercise the power set out in paragraph 10 or Part I of the Third Schedule to the Companies Act to engage staff (whether or not employees of the Company) to assist the JOLs in the performance of their functions.
- 6 The JOLs shall be authorised to seek recognition of their appointment in any other relevant jurisdictions and to make applications to the courts of such jurisdictions for that purpose, including but not limited to the BVI, Hong Kong and the PRC.
- 7 The JOLs be at liberty to appoint counsel, attorneys, and/or any other professional advisors and agents, whether in the Cayman Islands or elsewhere as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they may think fit and to remunerate them out of the assets of the Company.
- 8 The JOLs have authority and are directed to take all necessary steps to take control of the Company's subsidiaries, if any, including by exercising voting or other rights attached to the shares in the Company's subsidiaries and/or by causing themselves to be registered as holders of the Company's shares in their subsidiaries in place of the Company.

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- 9 Subject to section 109(2) of the Companies Act, the JOLs' remuneration and expenses be paid out of the assets of the Company in accordance with the Companies Winding Up Rules (2023 Consolidation) and Part III of the Insolvency Practitioners' Regulations (2023 Consolidation).
- 10 No disposition of the property of the Company by or with the authority of the JOLs in carrying out their duties and functions and the exercise of their powers under this Order shall be voided by virtue of section 99 of the Companies Act.
- 11 No suit, action or other proceeding shall be proceeded with or commenced against the Company except with leave of the Court and subject to such terms as the Court may impose.
- 12 The costs of the Petitioner of and incidental to the Petition be paid out of the assets of the Company as an expense of the liquidation, to be taxed on the indemnity basis if not agreed with the JOLs.
- 13 Such other orders and directions may be made as the Court thinks fit.

Dated this 19th day of April 2024



Campbells LLP

Attorneys-at-Law for the Petitioner

IT IS INTENDED THAT THIS PETITION TO BE SERVED ON META DATA LIMITED

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Notice of Hearing

TAKE NOTICE THAT the hearing of this Petition will take place at the Law Courts, George Town, Grand Cayman, Cayman Islands on 11th June 2024 at 10:00 ~~am/pm~~.

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, George Town, Grand Cayman KY1-1106, Cayman Islands; Tel: 3459494296.

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