



1. Applicant
2. James Patrick Lee Bitossi
3. First Affidavit
4. Exhibit "JPLB-1"
5. 23 January 2020

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: *18* OF 2020

IN THE MATTER OF: A CONSTRUCTIVE TRUST OVER SHARES HELD BY JOLLY
ADMIRE LIMITED AND HIGH EXPRESS HOLDINGS LIMITED
IN UNITED BIOPHARMA (HOLDINGS) CO., LIMITED

AND IN THE MATTER OF: GRAND COURT RULES ORDER 50, RULE 11



AFFIDAVIT OF JAMES PATRICK LEE BITOSSI

I, **James Patrick Lee Bitossi**, of 10 Collyer Quay, #30-00 Ocean Financial Centre, Singapore 049315, being duly sworn **MAKE OATH AND SAY** as follows:

1. I am the Head of Lending Services, Asia in the Risk Division of the Australia & New Zealand Banking Group Limited, which is the parent of wholly owned subsidiary ANZ Commodity Trading Pty Ltd (the "**Applicant**"), a company incorporated under the laws of Australia and having its registered office at Level 9, 833 Collins Street, Docklands Victoria, Australia. I am duly authorised to swear this affidavit on behalf of the Applicant. I swear this affidavit pursuant to Order 50, rule 11(2)(a) of the Grand Court Rules in support of the Stop Notice annexed hereto.
2. Jolly Admire Limited ("**Jolly Admire**") and High Express Holdings Limited ("**High Express**", together with Jolly Admire, the "**Legal Owners**") are the respective legal owners of 5,540,000 and 1,965,500 shares in United Biopharma (Holdings) Co., Limited (the "**Company**"), as shown in the Excerpts from the Register of Members issued by the Company and dated 3 October 2019. A copy of the said Excerpts are exhibited at pages 1 and 2 of JPLB-1. The Company is incorporated in the Cayman Islands with its registered office at Maples Corporate Services Limited, P.O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands. The Shares are specified in the Stop Notices annexed hereto.

3. The Applicant's proprietary interest in the Shares arises as a result of a claim by the Applicant that certain funds, along with the fruits and proceeds thereof including the Shares held by each of Jolly Admire and High Express in the Company, are held by them as constructive trustee for and on behalf of the Applicant, and are beneficially owned by the Applicant.
4. On 19 November 2018, the Applicant joined Jolly Admire and High Express to proceedings commenced in the High Court of the Hong Kong Special Administrative Region (the "**Hong Kong Court**") arising out of a commodities trading fraud perpetrated against the Applicant (the "**HK Proceedings**"). The claims against Jolly Admire and High Express are proprietary and tracing claims for unjust enrichment and/or constructive trust on the basis that they are subsequent recipients of the defrauded funds paid by the Applicant. A copy of the Re-Amended Statement of Claim filed in the HK Proceedings is exhibited at pages 1 to 32 of JPLB-1.
5. As part of the HK Proceedings, on 13 November 2018 the Applicant sought (and was granted) proprietary injunctions against:
 - (a) Jolly Admire, at that time the intended Ninth Defendant to the HK Proceedings, in respect of the sum of US\$7,000,000 and the traceable fruits and proceeds thereof, including 5,440,000 shares in a Taiwanese listed company, United Biopharma Inc ("**UBP**"), and if the shares in UBP had been sold or agreed to be sold, the proceeds of sale or any replacement or new shares whether by way of exchange or cash consideration in any new entity; and
 - (b) High Express, at that time the intended Tenth Defendant to the HK Proceedings, in respect of the sum of US\$3,263,636.36 and the traceable fruits and proceeds thereof, including 1,810,000 shares in UBP and if the shares in UBP had been sold or agreed to be sold, the proceeds of sale or any replacement or new shares whether by way of exchange or cash consideration in any new entity,(together, the "**Proprietary Injunctions**").
6. A true copy of the order of the Hong Kong Court dated 13 November 2018 is exhibited hereto at pages 33 to 41 of JPLB-1.

7. On 9 July 2019, the Hong Kong Court ordered that the Proprietary Injunctions continue until trial or further order and to date the Proprietary Injunctions remain in effect.
8. On 6 December 2019, the solicitors for Jolly Admire and High Express wrote to solicitors for the Applicant, stating that at the time the Proprietary Injunctions were granted, UBP had already been delisted in Taiwan and the shares in UBP had been converted into the Shares in the Company, which was a new Cayman Islands incorporated company registered on 31 October 2018. A true copy of the letter dated 6 December 2019 is at pages 42 to 58 of JPLB-1.
9. In a further letter on 10 December 2019, the solicitors for Jolly Admire and High Express stated that:

"We are instructed to confirm that:

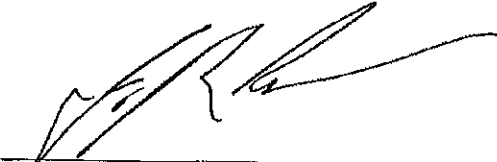
 - (1) 5,440,000 shares previously held by Jolly Admire Limited in United Biopharma Inc have been converted into a similar number of new shares by way of exchange in United Biopharma (Holdings) Co., Limited;*
 - (2) 1,810,000 shares held by High Express Holdings Limited in United Biopharma Inc., have been converted into a similar number of new shares by way of exchange in the United Biopharma (Holdings) Co., Ltd; and*
 - (3) in each case those new shares are still held by Jolly Admire and High Express respectively and subject to the terms of the proprietary injunction dated 14 November 2018 and in particular to paragraph 2 thereof."*
10. A true copy of the letter dated 10 December 2019 is at page 59 of JPLB-1.

11. The address for service of a notice under Order 50, rule 12 is c/- Walkers, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands (reference JC/H20209).

SWORN in Singapore
on the 23rd day of January 2020
before me



NOTARY PUBLIC



JAMES PATRICK LEE BITOSSI

This Affidavit is filed by Walkers, Attorneys at Law, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands, for the Applicant whose address for service is care of its said Attorneys at Law.

1. Applicant

2. James Patrick Lee Bitossi
3. First Affidavit
4. Exhibit "JPLB-1"
5. 23 January 2020

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

CAUSE NO FSD OF 2020

**IN THE MATTER OF A CONSTRUCTIVE TRUST OVER SHARES HELD BY JOLLY ADMIRE
LIMITED AND HIGH EXPRESS HOLDINGS LIMITED IN UNITED BIOPHARMA (HOLDINGS)
CO., LIMITED**

AND IN THE MATTER OF GRAND COURT RULES ORDER 50, RULE 11

THIS IS EXHIBIT "JPLB-1" TO THE FIRST AFFIDAVIT OF

JAMES PATRICK LEE BITOSSI

SWORN BEFORE ME THIS 23rd DAY OF JANUARY 2020



NOTARY PUBLIC



Amended in Red on 11
September 2018 pursuant
to the Order of the
Honourable Madam Justice
Mimmie Chan dated 6
September 2018

HCCL 4/2017

Re-Amended in Green
on 19 June 2019
pursuant to the Order of
the Honourable Madam
Justice Mimmie Chan
dated 19 June 2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
COMMERCIAL LIST ACTION NO. 4 OF 2017

BETWEEN

ANZ COMMODITY TRADING PTY LTD

Plaintiff

AND

EXCELLENCE RAISE OVERSEAS LIMITED

1st Defendant

COME HARVEST HOLDINGS LIMITED

2nd Defendant

MEGA WEALTH INTERNATIONAL TRADING LIMITED

3rd Defendant

WONG WAI KWOK

4th Defendant

KO SIU MEI HAMAY

5th Defendant

SIU CHUNG HANG

6th Defendant

ZHUHAI HENGQIN DE FENG INTERNATIONAL TRADING
COMPANY LIMITED (珠海橫琴德豐國際貿易有限公司)

7th Defendant

ZHUHAI TITAN INTERNATIONAL TRADING CORPORATION
(珠海戴頓國際貿易有限公司)

8th Defendant

JOLLY ADMIRE LIMITED

9th Defendant

HIGH EXPRESS HOLDINGS LIMITED

10th Defendant

RE-AMENDED STATEMENT OF CLAIM

Writ issued on 26 May 2017

A. The Parties

1. The Plaintiff is and was at all material times a wholly-owned subsidiary of the Australia & New Zealand Banking Group Limited. The Plaintiff's business includes providing financial services in the areas of stocks, bonds, options and commodity trading.

2. The 1st Defendant is and was at all material times a company incorporated in the British Virgin Islands and the holder of bank account No. 80-0901948-01 ("~~D's~~ **ERO's Account**") at Credit Suisse AG Hong Kong Branch.

- 2A. The 2nd Defendant ("**Come Harvest**") is and was at all material times:
 - 2A.1. a company incorporated in Hong Kong having its central management and control located in Hong Kong; and
 - 2A.2. a customer of MCM (defined at paragraph 3 below).

- 2B. The 3rd Defendant ("**Mega Wealth**") is and was at all material times:
 - 2B.1. a company incorporated in Hong Kong with its head office held out to be located in Hong Kong;
 - 2B.2. a customer of MCM (defined at paragraph 3 below).

- 2C. The 4th Defendant ("**Mr Wong**") is and was at all material times:
 - 2C.1. a Hong Kong permanent resident;
 - 2C.2. the sole director and shareholder of Come Harvest; and
 - 2C.3. a person who represented Come Harvest in its dealings with MCM.

- 2D. The 5th Defendant ("**Ms Ko**") was at all material times:
 - 2D.1. a Hong Kong permanent resident;
 - 2D.2. an employee and the operations manager of Come Harvest;
 - 2D.3. authorised to act as a signatory on behalf of Come Harvest in its dealings with MCM;

- 2D.4. the person at Come Harvest who dealt with warehouse receipts; and
- 2D.5. allegedly paid a monthly salary of HK\$19,000.
- 2E. The 6th Defendant (“**Mr Siu**”) was:
- 2E.1. at all material times a Hong Kong permanent resident;
- 2E.2. at all material times authorised to and did act as a signatory on behalf of Mega Wealth in its dealings with MCM;
- 2E.3. between 1 December 2016 and 12 January 2017, authorised to act as a signatory on behalf of Come Harvest in its dealings with MCM;
- 2E.4. at all material times, MCM’s principal contact person at Mega Wealth; and
- 2E.5. at all material times, the person at Mega Wealth who dealt with warehouse receipts.
- 2F. The 7th Defendant (“**ZHDF**”):-
- 2F.1. was incorporated in the PRC on 15 September 2014;
- 2F.2. was from 10 March 2015 to 25 October 2016 the holder of 90% of the shares in Mega Wealth, and from 25 October 2016 the holder of 100% of the shares in Mega Wealth, until 6 March 2017 when its entire shareholding in Mega Wealth was transferred to Mr. Bian Yizhong (“**Bian**”);
- 2F.3. was since 23 January 2017 purportedly represented by Bian who was appointed as its legal representative since that date;
- 2F.4. had Bian as executive director and Huang Zhiming as supervisor;

2F.5. was at all material times the holder of multi-currency bank accounts in the PRC with CITIC Bank International Limited, Zhuhai branch (“**CITIC Zhuhai**”) and Industrial and Commercial Bank of China Limited, Zhuhai branch (“**ICBC Zhuhai**”).

2G. The 8th Defendant (“**ZTIT**”):-

2G.1. was incorporated in the PRC on 26 November 2013;

2G.2. had its shareholding held between 17 May 2016 and 15 December 2016 by Huang Zhiming and Zhao Binting;

2G.3. was at all material times the holder of 86.66% of the shares in ZHDF;

2G.4. was at all material times the holder of multi-currency bank accounts in the PRC with CITIC Bank International Limited, Foshan branch (“**CITIC Foshan**”) and Bank of Communications Co Ltd, Zhuhai branch (“**BOC Zhuhai**”).

2H. The 9th Defendant (“**Jolly Admire**”):-

2H.1 was incorporated in the British Virgin Islands on 28 January 2015;

2H.2 has issued on 4 May 2015 5,000 shares for a consideration of USD 1.00 each to Mr. Tadashi Koizumi;

2H.3 has a sole director, Mr. Tadashi Koizumi since 4 May 2015;

2H.4 was at all material times the holder of Hong Kong dollar and USD dollar bank accounts with DBS Bank in Hong Kong and of a US dollar bank account with CTBC in Taipei; and

2H.5 was at all material times the holder of Hong Kong dollar and USD dollar bank accounts with DBS Bank in Hong Kong and of a US dollar bank account with CTBC in Taipei; and

2H.6 is the holder of shares in United Biopharma Inc. (TW 6471) listed on the Taipei Stock Exchange.

2I. The 10th Defendant (“**High Express**”):-

2I.1 was incorporated in Hong Kong on 11 December 2014;

2I.2 has issued on 4 May 2015 10,000 shares for a consideration of HK\$1.00 each to Mr. Tadashi Koizumi;

2I.3 has as sole director, Mr. Tadashi Koizumi since 4 May 2015;

2I.4 was at all material times the holder of Hong Kong dollar and US dollar bank accounts with DBS Bank in Hong Kong and of a US dollar bank account with CTBC in Taipei; and

2I.5 is the holder of shares in United Biopharma Inc (TW 6471) listed on the Taipei Stock Exchange.

B. Fraud on the Plaintiff

B1. Background

3. ED&F Man Capital Markets Limited (“**MCM**”) was at all material times:-

3.1. a company incorporated in England and Wales;

3.2. a global financial brokerage business ;

~~3.3.3.2~~ 3.3. the financial series division of ED&F Man Holdings Limited;

~~3.4.~~ ~~3.3~~ 3.4. a ring dealing member of the London Metal Exchange (“**LME**”); and

~~3.5.~~ ~~3.4~~ 3.5. a customer of the Plaintiff.

4. The Plaintiff and MCM agreed to utilise a warehouse finance exchange facility product which involved the sale and purchase of physical commodities. On or about 8 December 2015, the Plaintiff and MCM entered into a Master Commodities Purchase Agreement (“MCPA”) pursuant to which the Plaintiff would at MCM’s request provide finance to MCM by purchasing in this case nickel under individual purchase contracts to be held for a period of time of initially six months but extendable and subject to a repurchase option on the part of MCM exercisable within a prescribed period, failing which the Plaintiff was free to sell the nickel. In this way MCM could provide finance to its customers by purchasing the nickel from its customers and selling it on essentially back to back terms to the Plaintiff.
5. Under the MCPA, the Plaintiff would in the ordinary course of events obtain title in and constructive delivery of the nickel purchased under each individual purchase contract by paying the purchase price and receiving the warehouse receipts representing nickel physically stored in various LME approved warehouses in Asia. The Plaintiff would first pay MCM in each instance and then MCM would utilise the funds advanced to pay the seller from whom MCM purchased the commodities. Insofar as necessary, the Plaintiff shall rely upon the full terms and effect of the MCPA at trial.
6. Between May 2016 and October 2016, the Plaintiff entered into ~~various~~ 31 individual purchase contracts (one of which EDNI-085(B) related to the only genuine warehouse receipt) (“Purchase Contracts”) pursuant to the MCPA to purchase in aggregate a ~~substantial quantity~~ around 31,600 metric tonnes of nickel from MCM ~~which MCM in turn had purchased from two Hong Kong companies named Come Harvest Holdings Limited (“Come Harvest”) and Mega Wealth International Trading Limited (“Mega Wealth”) in back to back transactions pursuant to Commodities Sale and Purchase Master Agreements dated 29 April 2016 and 13 June 2016 respectively.~~ In turn, MCM purchased from Come Harvest and Mega Wealth as sellers in back-to-back Sale Contracts and Purchase Contracts (“MCM S&P Contracts”) each made in accordance with:-
 - 6.1. a written Commodities Sale and Purchase Master Agreement dated 29 April 2016 between MCM and Come Harvest; and

- 6.2. a written Commodities Sale and Purchase Master Agreement dated 13 June 2016 between MCM and Mega Wealth.

(collectively, the “MCM Master Agreements”)

- 6A. Following an announcement from the LME that it would no longer accept Tocantins brand nickel to be placed on LME warrant with effect from 20 July 2016, 3 replacement MCM S&P Contracts were entered into between MCM and Come Harvest on or about 1 July 2016 to replace the Tocantins brand nickel with other brands of nickel. The Plaintiff in turn entered into replacement Purchase Contracts on or about 1 July 2016 with MCM with replacement warehouse receipts for those containing Tocantins brand nickel.
7. Under each of the Purchase Contracts, the Plaintiff paid MCM and then under the MCM S&P Contracts, MCM in turn paid Come Harvest or Mega Wealth (as the case may be) out of the funds remitted by the Plaintiff to MCM for the nickel in reliance on the receipt of 84 purportedly authentic and genuine original warehouse receipts issued by Pacorini Metals Asia (Pte) Limited (“Pacorini Metals”) (subsequently retitled Access World Logistics (Singapore) Pte Ltd (“Access World”)) originally purportedly to the order of:-
- 7.1. in the case of 83 warehouse receipts, Straits (Singapore) Pte. Ltd (“Straits”); and
- 7.2. in the case of the remaining warehouse receipt (“Genesis Receipt”), Genesis Resources Inc. (“Genesis”).
8. At the time of the Purchase Contracts and payment, the Plaintiff believed that it obtained title in and constructive delivery of the nickel purchased under each of the Purchase Contracts represented by what appeared to be 84 original warehouse receipts (“Warehouse Receipts”) which the Plaintiff received in exchange for payment. On the face of the Warehouse Receipts 83 warehouse receipts issued to the order of Straits, it is made to appear that Straits had endorsed each of them to Come Harvest or Mega Wealth (as the case may be), which in turn had endorsed the Warehouse Receipts them to MCM, who then which had in turn further endorsed the same to the Plaintiff. In respect of some of the MCM S&P Contracts, MCM subsequently entered into rollover contracts with

Come Harvest and Mega Wealth to extend the maturity of the repurchase options in reliance upon the existing warehouse receipts.

- 8A. Each warehouse receipt was accompanied by a corresponding original letter issued by Pacorini Metals (subsequently retitled Access World) ("**PMA Letters**") which MCM received from Come Harvest or Mega Wealth (as the case may be) and then delivered in turn to the Plaintiff which was addressed to the Plaintiff confirming that upon receiving the original warehouse receipt, Pacorini Metals (subsequently retitled Access World) would release the subject goods to the holder of the original warehouse receipt without further written instructions from the order party.
9. On or about 18 January 2017, MCM informed the Plaintiff that it would not exercise its option to repurchase any of the nickel financed under the Purchase Contracts due to concerns over the authenticity of some of the ~~Warehouse Receipts~~ corresponding warehouse receipts and the ability of Come Harvest and Mega Wealth to repurchase the nickel from MCM.
10. The Plaintiff ultimately discovered upon further investigation and enquiries with various parties, including MCM and Access World who issued the ~~wWarehouse rReceipts~~, that 83 out of 84 of the ~~Warehouse Receipts~~ warehouse receipts received under the Purchase Contracts (namely those 83 warehouse receipts purportedly issued to the order of Straits) (the "**83 Warehouse Receipts**") were forged or otherwise non-authentic and, as a consequence, did not confer any title or constructive possession of the nickel which they purported to represent. The only genuine warehouse receipt was the Genesis Receipt issued to Genesis.
11. The forgery of the 83 Warehouse Receipts was highly sophisticated in that they bore unique serial numbers and detailed information about the stored nickel (e.g. grade, quantity, brand and location) which matched commodities actually stored in corresponding LME approved warehouses, but failed the issuer's authentication test upon presentation or were "cancelled" from the issuer's system records by the issuer after the issuer received from third parties and authenticated genuine warehouse receipts matching the same unique serial numbers and detailed information about the stored nickel

represented by the forged 83 Warehouse Receipts. ~~The Plaintiff believes~~ It is to be inferred that the forged 83 Warehouse Receipts ~~relied on~~ purportedly sold by Come Harvest and Mega Wealth to MCM were based on original warehouse receipts issued by Pacorini Metals (subsequently retitled Access World) to the order of Straits (Singapore) Pte. Ltd.

12. Following the discovery of the ~~forgery of the~~ forged 83 Warehouse Receipts, with the cooperation and assistance of MCM, the Plaintiff took steps to identify and trace the whereabouts of the funds which the Plaintiff paid to MCM under the Purchase Contracts and which MCM paid onwards to Come Harvest and Mega Wealth under the Purchase corresponding MCM S&P Contracts (the "Funds").
13. As far as the Plaintiff is aware:-
 - 13.1. Come Harvest held and still holds (1) USD, CNY and HKD bank accounts with DBS Bank (Hong Kong) Limited ("**DBS HK**") and (2) USD and CNY bank accounts with the Macau branch of CITIC Bank International Limited ("**CITIC Macau**").
 - 13.2. Mega Wealth held and still holds USD, CNY and HKD bank accounts with DBS HK and a USD and CNY bank accounts with ~~the Macau branch of China CITIC Bank International Limited~~ ("**CITIC**") CITIC Macau.
14. ~~The portion of the Funds received by Come Harvest were all remitted by MCM to Come Harvest's USD account held with DBS.~~ The Plaintiff paid a total of USD 293,625,392.59 to MCM under the Purchase Contracts (excluding the Genesis Receipt, any contract value adjustments at rollover and partial Tocantin buy back) out of which:-
 - 14.1 USD 117,402,248.50 was paid onward by MCM to Come Harvest at its DBS HK account pursuant to corresponding MCM S&P Contracts entered with Come Harvest; and
 - ~~14.1.~~ 14.2. USD 167,404,683.80 was paid onward by MCM to Mega Wealth pursuant to corresponding MCM S&P Contracts entered with Mega Wealth comprising:

(1) USD 157,744,136.27 at its CITIC Macau account; and

(1)-(2) USD 9,660,547.53 at its DBS HK account.

15. ~~The vast majority of the portion of the Funds received by Mega Wealth was remitted by MCM to Mega Wealth's CITIC account, the records for which the Plaintiff has been unable to obtain to date, save for a single payment of USD9,660,547.53 which was paid directly into Mega Wealth's DBS account as described more particularly in section C below.~~ Particulars of the Purchase Contracts (excluding rollover adjustments, partial buy back due to Tocantin removal, and details relating to the Genesis Receipt), the corresponding MCM S&P Contracts, the 83 Warehouse Receipts, corresponding PMA Letters and the payments made thereunder by the Plaintiff and MCM, respectively, are set out in **Schedule 1**.
16. The DBS HK bank records reveal that after each tranche of the Funds were received by Mega Wealth and Come Harvest in their DBS HK accounts, the vast majority of those Funds were then swiftly dissipated and paid out to various entities by multiple transactions, including various large payments and internal currency conversions between Mega Wealth's and Come Harvest's multi-currency bank accounts with DBS HK and ~~to Mega Wealth's CITIC account in Macau.~~
17. As of 31 January 2017, each of the DBS HK accounts held by Mega Wealth and Come Harvest were substantially depleted and held no more than a few thousand USD.
18. ~~It is to be inferred that~~ The CITIC Macau bank records reveal that the same or similar pattern of dissipation and circular payments amongst related entities likely occurred in respect of the Funds received by Mega Wealth in its CITIC Macau account. The Plaintiff reserves its right to plead further hereto if necessary upon discovery or the emergence of further information from its investigations.
- 18A. In particular, the vast majority of the Funds received by Mega Wealth in its CITIC Macau and DBS HK accounts were remitted onward to the bank accounts of Come Harvest, ZHDF and/or ZTIT (either directly or indirectly) as tabulated in **Schedule 2** hereto. In

summary, out of the USD 157,744,136.27 and USD 9,660,547.53 initially received by Mega Wealth in its CITIC Macau account and DBS HK account, respectively, from MCM as pleaded at paragraph 14.2 above:-

18A.1. at least a total of USD 155,895,852.28 was later received by Come Harvest at its DBS HK and/or CITIC Macau accounts;

18A.2. at least a total of USD 3,597,759.85 and CNY 18,760,430.00 was later received by ZHDF in its CITIC Zhuhai and ICBC Zhuhai accounts;

18A.3. at least a total of USD 6,670,676.57 and CNY 43,245,442.49 was later received by ZTIT in its CITIC Foshan and BOC Zhuhai accounts.

19. The lack of corresponding payments to nickel sellers (save for a small fraction) and the manner in which the Funds were dissipated and cycled through various bank accounts in multiple jurisdictions held by Come Harvest, ~~and~~ Mega Wealth and associated entities such as ZHDF and ZTIT for no discernible commercial purpose indicate that the Funds were not used by ~~these two companies~~ Come Harvest and Mega Wealth to finance the genuine or bona fide purchase of any nickel purportedly represented by the ~~83 inauthentic~~ forged 83 Warehouse Receipts.

B2. Deceit and Conspiracy

19A. Each of the forged 83 Warehouse Receipts contained the representations that (1) it had been issued by Pacorini Metals (subsequently retitled Access World); (2) it had been endorsed by the original order party, Straits; and (3) Come Harvest and Mega Wealth (as the case may be) owned or otherwise had title to the subject nickel referred to therein; and (4) Come Harvest and Mega Wealth (as the case may be) were in their capacity as holders of each warehouse receipt capable of conferring and transferring constructive possession of the subject nickel referred to therein by endorsement and delivery of each warehouse receipt.

19B. In sending or causing to be sent to MCM the forged 83 Warehouse Receipts, the 2nd to 6th Defendants each made, authorised or otherwise adopted the false representations set

out in paragraph 19A above and also falsely represented that the 83 Warehouse Receipts were genuine to all persons (including the Plaintiff or any other endorsee or holder generally) whom the 2nd to 6th Defendants knew and intended would rely upon the apparent genuineness of the 83 Warehouse Receipts to finance the Purchase Contracts and to advance monies for the purchase of the subject nickel.

19C. It is to be inferred that each of the 2nd to 6th Defendants knew that the 83 Warehouse Receipts were forgeries or otherwise not authentic and that Come Harvest and Mega Wealth could not have validly transferred any title or possession of the subject nickel at the time of entering into each MCM S&P Contract and subsequently purporting to endorse and deliver the 83 Warehouse Receipts to MCM. The Plaintiff relies on the following facts and matters (subject to further particulars to be provided, if any, upon discovery):

19C.1. Come Harvest and Mega Wealth caused the forged 83 Warehouse Receipts (31 and 52 forged warehouse receipts respectively) to be sent to MCM, over a period between May 2016 and October 2016 knowing that by virtue of the PMA Letters being addressed to the Plaintiff, the forged 83 Warehouse Receipts would be and were further endorsed and delivered by MCM to the Plaintiff under the Purchase Contracts.

19C.2. Mr Wong, Ms Ko and Mr Siu were the individuals responsible for handling the MCM S&P Contracts and the delivery to MCM of the 83 Warehouse Receipts on behalf of Come Harvest and Mega Wealth. It is therefore to be inferred that they knew the matters pleaded in this paragraph (or, at any rate, that Ms Ko knew these matters so far as they related to Come Harvest, and Mr Siu knew these matters so far as they related to Mega Wealth).

19C.3. Bank statements for the CITIC Macau and DBS HK accounts held by Come Harvest and Mega Wealth do not show payments by Come Harvest and Mega Wealth, respectively, for purchases of nickel from Straits. Alternatively, those bank statements do not show payments by Come Harvest or Mega Wealth for purchases of nickel from Straits in the quantities which would have been needed

to fulfil Come Harvest's and Mega Wealth's respective obligations under the MCM S&P Contracts. Instead, the Funds were paid out and/or concealed by various outward and circular remittances to associated entities (including Come Harvest, Mega Wealth, Genesis, ZHDF and ZTIT) as pleaded herein.

19C.4. Straits claims that it did not at any time transfer physical possession of, or title to the nickel represented by the 83 Warehouse Receipts to Come Harvest or Mega Wealth. The 2nd to 6th Defendants must have known that there had been no such transfer, and therefore that the 83 Warehouse Receipts issued to the order of Straits and delivered to MCM by the 2nd to 6th Defendants were not authentic warehouse receipts but merely forged copies of the same.

19C.5. The 2nd to 6th Defendants must therefore have known that Come Harvest and Mega Wealth did not purchase or own the nickel that it was purporting to sell to MCM and that the 83 Warehouse Receipts were incapable of conferring and transferring ownership, title or constructive possession of the subject nickel referred to therein.

19C.6. Straits provided Come Harvest and Mega Wealth with complete scanned copies of all 83 authentic warehouse receipts as a result of purchase options for nickel allegedly agreed between Straits and Come Harvest and Straits and Mega Wealth. Straits claims (1) that at all times the authentic 83 warehouse receipts were in the safekeeping of it or its bankers, and (2) that Come Harvest and Mega Wealth were the only parties to receive the scanned copies of the warehouse receipts. The 2nd to 6th Defendants thereby had the opportunity to reproduce and/or forge or procure the forgery of the 83 Warehouse Receipts.

19C.7. The forged 83 Warehouse Receipts that Come Harvest and Mega Wealth provided to MCM contain, amongst other matters, reproduced signatures and handwriting as compared with the authentic warehouse receipts held by Straits or Straits' bankers.

- 19C.8. Both Come Harvest and Mega Wealth sent materially identical forged warehouse receipts to MCM, making it likely that the same individual or individuals associated with Come Harvest and Mega Wealth were responsible for the reproduction and/or forgery of the 83 Warehouse Receipts.
- 19C.9. On or about 23 January 2017, the Plaintiff presented one of the 83 Warehouse Receipts (AWSG/MY/0023405) to Access World for authentication. Access World concluded that the warehouse receipt had failed authentication and that the warehouse receipt was not genuine. Access World retained the document and made a police report to the Singapore Police.
- 19D. The 2nd to 6th Defendants made the false representations pleaded above knowing and intending that MCM and/or the Plaintiff would rely on them. In particular, pursuant to the Plaintiff's request as relayed by MCM to Come Harvest and Mega Wealth in or around end April 2016, each of Mega Wealth and Come Harvest procured and arranged for all PMA Letters to be addressed to the Plaintiff. The 2nd to 6th Defendants must therefore have specifically known that the Plaintiff (1) financed the MCM S&P Contracts, (2) was intended to be recipients and endorsees of the 83 Warehouse Receipts, and (3) would rely upon the genuineness of the 83 Warehouse Receipts to finance the Purchase Contracts, which in turn was used by MCM to finance the MCM S&P Contracts.
- 19E. In reliance upon the false representations pleaded above, the Plaintiff was induced to pay the Funds to MCM which were remitted onwards to Come Harvest and/or Mega Wealth and by making the payment on reliance of the false representations, the Plaintiff has incurred a financial loss.
- 19F. Further or in the alternative, it is to be inferred from the overt acts carried out by the 2nd to 6th Defendants as pleaded above that the 2nd to 6th Defendants wrongfully and with intent to injure MCM and/or the Plaintiff conspired and combined together to defraud MCM and/or the Plaintiff by unlawful means and to conceal such fraud and the proceeds of such fraud from MCM and/or the Plaintiff.

- 19G. In the premises, the 2nd to 6th Defendants are jointly and severally liable to pay damages to the Plaintiff in the tort of deceit and/or conspiracy to injure by unlawful means, to compensate the Plaintiff for its direct and consequential losses in an amount to be assessed. Such losses include (but are not limited to) (1) the sums paid by the Plaintiff under the Purchase Contracts (i.e. the Funds); and (2) the costs of investigating the fraud; and (3) legal expenses.
- 19H. Alternatively, each of the 2nd to 6th Defendants are at any rate jointly and severally liable to pay damages to the Plaintiff in the tort of deceit for its losses particularised at paragraph 19G above to the extent of losses caused by or referable to fraudulent representations found to be made, authorised, caused to be made or otherwise adopted by each of the 2nd to 6th Defendants.
20. By reason of the matters pleaded above, it is to be inferred that Come Harvest and Mega Wealth and/or persons who controlled or purported to control these entities and their bank accounts in their dealings with MCM (including Mr Wong, Mr Siu and Ms Ko) and/or other persons not presently identified or known to the Plaintiff pending further inquiries fraudulently induced the Plaintiff into remitting the Funds to MCM which in turn remitted the same to Come Harvest and Mega Wealth in the mistaken belief that it was in exchange for genuine ~~Warehouse Receipts~~ warehouse receipts.
21. In the premises, the Plaintiff retains and asserts a proprietary interest in the Funds which it was wrongfully deceived into paying and is entitled to trace the Funds into the hands of any subsequent recipients which hold the traceable proceeds of the Funds on constructive trust for the Plaintiff.
- C. Portion of the Funds received by the 1st Defendant, Jolly Admire and High Express**
22. By a confirmation no.EDNI-086(B) dated 27 September 2016 made between MCM as seller and the Plaintiff as buyer, the Plaintiff purchased 970.673MTs of nickel stored in Johor, Malaysia (in respect to four warehouse receipt nos. AWSG/MY/0025621, AWSG/MY/0025622, AWSG/MY/0025623 and AWSG/MY/0025861) and in Singapore in relation to a fifth warehouse receipt no AWSG/SG/0025763_(all of which

were later discovered to be ~~non-authentic~~-forged as pleaded at paragraph 10 above). In turn, MCM had purchased the same 970.673MTs of nickel represented by the same Warehouse Receipts from Mega Wealth pursuant to a confirmation no.MWNI-014 dated 27 September 2016. The purchase price between the Plaintiff and MCM was USD9,961,639.27 and between MCM and Mega Wealth was USD9,660,547.53.

23. On or about 28 September 2016, the sum of USD9,660,547.53 out of the Funds being the purchase price for purchase contract no.MWNI-014 was remitted by MCM and received in Mega Wealth's DBS HK USD bank account no. 80-0901958-01 ("**Mega Wealth's DBS USD Account**"). That sum was derived from and directly traceable to the prior remittance of USD9,961,639.27 made by the Plaintiff to MCM that had been received by MCM on 27 September 2016. Prior to the remittance of USD9,660,547.53 from MCM, the balance of Mega Wealth's DBS USD Account was zero.
24. The bank records of Mega Wealth's DBS USD Account reveal a series of transactions particularised at ~~Schedule 1-3~~ below between 28 September 2016 and 8 November 2016 which culminated in the remittances of (1) the sum of USD 7,000,000 ("**the Jolly Admire Sum**") from Mega Wealth's DBS USD Account to the 9th Defendant's account no 7883710980 with DBS Hong Kong on or about 7 November 2016, (2) the sum of USD 3,263,636.36 ("**the High Express Sum**") from Mega Wealth's DBS USD Account to the 10th Defendant's account no 7883710630 with DBS Hong Kong on or about 7 November 2016 and (3) a sum of USD4,395,164.84 ("**the ERO Sum**") from Mega Wealth's DBS USD Account to ~~D's~~ ERO's Account on 8 November 2016. According to the 1st Defendant's assertions, the 1st, 9th and 10th Defendants are all corporate vehicles purportedly controlled and/or owned by a Mr. James Chui.
- 24A. In respect of the Jolly Admire Sum and High Express Sum, the transactions summarised in Schedule 3 and the bank records of Mega Wealth's DBS USD account indicate that:
 - 24A.1 At least USD257,839.37 is directly traceable and attributable to the tranche of the Funds in the total amount of USD9,660,547.53 which the Plaintiff paid to MCM on 27 September 2016 as pleaded at paragraph 23 above;

24A.2 the Jolly Admire Sum and High Express Sum are comprised of a mixed fund derived from the balance of USD257,839.37 identified at paragraph 24A.1 above and 2 inward remittances to Mega Wealth's DBS USD Account:

- (1) USD 4,407,598.45 from Mega Wealth's CNY account with DBS Hong Kong converted from CNY 29,999,000; and
- (2) USD 5,864,956.01 from Mega Wealth's CNY account with DBS Hong Kong converted from CNY 39,999,000.

24A.3 The two sums of CNY 29,999,000 and CNY 39,999,000 in sub-paragraph 24A.2(1) and (2) above were remitted to Mega Wealth's CNY account with DBS Hong Kong from ZHDF's bank account with DBS China (defined at paragraph 25.3 below) on 4 and 7 November 2016 respectively.

25. In respect of the ERO Sum, the transactions summarised in Schedule 4-3 and the bank records of Mega Wealth's DBS USD Account indicate that:-

25.1. at least USD257,839.37 (i.e. the balance of USD257,839.37 identified at paragraph 24A.1 above) is directly traceable and attributable to the tranche of the Funds in the total amount of USD9,660,547.53 which the Plaintiff paid to MCM on 27 September 2016 as pleaded at paragraph 23 above;

25.2. ~~the remainder of the~~ ERO Sum is comprised of a mixed fund derived from the balance of USD257,839.37 identified at paragraph 24A.1 above and 4 inward remittances to Mega Wealth's DBS USD Account:-

- (1) USD4,407,598.95 from Mega Wealth's CNY account with DBS HK on 4 November 2016 (converted from RMB29,999,000);
- (2) USD5,864,956.01 from Mega Wealth's CNY account with DBS HK on 7 November 2016 (converted from RMB39,999,000);

(3) USD3,995,164.84 from Mega Wealth's CNY account with DBS HK on 7 November 2016 (converted from RMB27,267,000); and

(4) USD400,000.00 from Come Harvest's USD account with DBS HK;

25.3. the three sums of RMB29,999,000, RMB39,999,000 and RMB 27,267,000 identified in sub-paragraphs 25.2 (1) to (3) above were remitted to Mega Wealth's CNY account with DBS ~~HK~~ from a PRC bank account in the name of ~~Zhuhai Hengqin De Feng International Trading Company Limited ("ZHDF")~~ ZHDF with DBS (China) Limited ("**DBS China**") on 3, 4 and 7 November 2016, respectively.

26. As pleaded in Section A above, ZHDF is a PRC company and was at the material time the 90% shareholder of Mega Wealth. As ZHDF's DBS China, ICBC Zhuhai and BOC Zhuhai accounts ~~is-are~~ located in the PRC, the Plaintiff has so far been unable to obtain the relevant bank records thereof.

27. It is to be inferred from the nature of the fraudulent scheme described at section B above and the circularity of fund flow between the associated entities of Come Harvest and Mega Wealth (including ZHDF and ZTIT) in multiple jurisdictions that the Jolly Admire Sum, the High Express Sum, and the ERO Sum ~~is-are~~ in fact wholly comprised of and traceable to the Funds which the Plaintiff was fraudulently induced into paying under the Purchase Contracts.

D. Claim for return of the Funds against ERO

28. It is and was at all material times unconscionable for the 1st Defendant, High Express, Jolly Admire, Come Harvest, Mega Wealth, ZHDF and ZTIT (collectively, the "**Recipients**") to retain the benefit of any part of the ~~Sum~~-Funds or its traceable proceeds thereof as none of ~~Come Harvest, Mega Wealth, ZHDF or the Defendant~~ the Recipients ever had any valid or legitimate entitlement to receive or retain the ~~same~~ portion of the Funds which they each received.

29. In the premises, the ~~Defendant~~-Recipients upon receipt of the portion of the Funds they each received held and still holds ~~the Sum~~ that portion of Funds and/or the traceable

proceeds of the ~~Sum~~ same together with the fruits and/or proceeds thereof (including interest accrued thereon, if any) on constructive trust for the Plaintiff and is liable to account for the same as constructive trustee.

30. Further or in the alternative, the Plaintiff is entitled to trace into and claim equitable title over the ~~Sum~~ Funds and/or any balance of the ~~Sum retained in D's Account~~ Funds still held by the Recipients (if any) together with the fruits and/or proceeds thereof (including interest accrued thereon, if any) which the ~~Defendant holds~~ Recipients hold on trust for the Plaintiff.
- 30A. Out of the Jolly Admire Sum, the 9th Defendant remitted USD 7,000,000 on or about 8 November 2016 to its USD bank account no 901540542237 with CTBC Bank Co Limited ("**CTBC Bank**") in Taipei. Prior to the receipt of the Jolly Admire Sum, the balance in the 9th Defendant's DBS USD account was zero. On the accompanying remittance advice for the transfer to the 9th Defendant's CTBC account was written "*UBP Share Placement*".
- 30B. On or about 9 November 2016, the 9th Defendant requested CTBC Bank to convert the sum of USD 6,999,989 (USD 7,000,000 less USD 11 bank charges) received into New Taiwanese Dollars ("**NTD**"). In the absence of the actual exchange rate pending discovery at an average spot exchange rate of NTD 31.437 to the US Dollar this produces a sum of NTD 221,458,652. Of this, NTD 217,600,000 was utilised by the 9th Defendant to purchase 5,440,000 shares in UBP at NTD 40 per share (the "**Jolly Admire Shares**"). The Plaintiff is not aware pending discovery and/or interrogatories whether the Jolly Admire Shares which are held electronically are held in the name of the 9th Defendant or by a nominee or custodian on its behalf.
- 30C. Out of the High Express Sum, the 10th Defendant remitted USD 3,000,000 on or about 8 November 2016 to its USD bank account no 901540542220 with CTBC Bank Co Limited in Taipei. Prior to the receipt of the High Express Sum, the balance in the 10th Defendant's DBS USD account was zero. On the accompanying remittance advice for the transfer to the 10th Defendant's CTBC account was written "*UBP Share Placement*".

30D. On or about 9 November 2016, the 10th Defendant requested CTBC Bank to convert the sum of USD 2,999,989 (USD 3,000,000 less USD 11 bank charges) received into NTD. In the absence of the actual exchange rate pending discovery at an average spot exchange rate of NTD 31.437 to the US Dollar this produces a sum of NTD 94,910,652. Of this, NTD 72,400,000 was utilised by the 10th Defendant to purchase 1,810,000 shares in UBP at NTD 40 per share ("the High Express Shares"). The Plaintiff is not aware pending discovery and/or interrogatories whether the High Express Shares which are held electronically are held in the name of the 10th Defendant or by a nominee or custodian on its behalf.

~~32.31.~~ As far as the Plaintiff is aware, out of the ERO Sum:-

~~32.1.31.1.~~ USD1,750,000 was remitted to a Mr Richard Coglon in Vancouver, Canada on 3 January 2017 purportedly to finance the purchase of 1,750,000 Class A shares in a Canadian company named Dew Point Manufacturing Ltd (the "Dew Point Shares");

~~32.2.31.2.~~ USD36,130.50 was remitted to Enoteca Wineries and Resorts Inc. of Vancouver, Canada on 27 March 2017;

~~32.3.31.3.~~ USD2,618,826.75 was placed on a fixed short term deposit in D²'s ERO's Account on 25 January 2017 to mature on 30 May 2017 and is believed to have been rolled over subsequently on deposit.

~~33.32.~~ Insofar as any part of the Sums-Funds was applied to acquire any assets (including the Dew Point Shares by the 1st Defendant if the transaction described at paragraph 31.1 was genuine, which the Plaintiff has no means to verify and does not admit, the Jolly Admire Shares by the 9th Defendant and the High Express Shares by the 10th Defendant), the Plaintiff is entitled upon the provision of full information as to the value, whereabouts of and title to such traceable assets to elect between (1) tracing or following the Sum-Funds into such assets and (2) claiming restitution against the Defendant-Recipients in respect of any dissipated portion of the Sum-Funds.

34.33. Further or in the alternative, the ~~Defendant is~~ Recipients are liable to repay the Sum portion of the Funds they each received to the Plaintiff together with the fruits and/or proceeds thereof (including interest accrued thereon, if any) as money had and received.

35.34. The Plaintiff further claims and is entitled to claim interest, whether compounded or otherwise, on all sums found to be due to it at such rates and for such period as the Court thinks fit pursuant to sections 48 and/or 49 of the High Court Ordinance (Cap. 4) and/or the Court's equitable jurisdiction.

AND THE PLAINTIFF CLAIMS:

Against the 1st Defendant:-

- (1) The sum of USD4,395,164.84 (i.e. the ERO Sum);
- (2) A declaration that the 1st Defendant holds the ERO Sum (together with the fruits and proceeds thereof and including any balancing remaining in ~~D's~~ ERO's Account) as constructive trustee for and on behalf of the Plaintiff and that the Plaintiff is the beneficial owner of the ERO Sum (or any remaining balance thereof in ~~D's~~ ERO's Account);
- (3) An account of profits and all necessary inquiries, directions and orders (including tracing) to enable the Plaintiff to recover the ERO Sum and the fruits and proceeds thereof;
- (4) ~~Interest;~~
- (5) ~~Costs;~~
- (6) ~~Further or other relief~~

Against the 2nd Defendant:

- (4) The sum of USD 117,402,248.50 (as pleaded at paragraph 14.1 above);

(5) A declaration that Come Harvest held the sums of USD 117,402,248.50 out of the Funds (together with the fruits and proceeds thereof) which it received as constructive trustee for and on behalf of the Plaintiff and that the Plaintiff is and was the beneficial owner of that portion of the Funds;

(6) An account of profits and all necessary inquiries, directions and orders (including tracing) to enable the Plaintiff to recover the Funds received by Come Harvest and the fruits and proceeds thereof;

Against the 3rd Defendant:-

(7) The sum of USD 167,404,683.80 (as pleaded at paragraph 14.2 above);

(8) A declaration that Mega Wealth held the sum of USD 167,404,683.80 out of the Funds (together with the fruits and proceeds thereof) which it received as constructive trustee for and on behalf of the Plaintiff and that the Plaintiff is and was the beneficial owner of that portion of the Funds;

(9) An account of profits and all necessary inquiries, directions and orders (including tracing) to enable the Plaintiff to recover the Funds received by Mega Wealth and the fruits and proceeds thereof;

Against the 2nd to 6th Defendants:-

(10) Damages for the tort of deceit and/or conspiracy to injure by unlawful means in an amount to be assessed as per paragraphs 19G or 19H above;

Against the 7th Defendant:-

(11) The sums of USD 3,597,759.85 and CNY 18,760,430.00 (as pleaded at paragraph 18A.2 above);

(12) A declaration that ZHDF held the sums of USD 3,597,759.85 and CNY 18,760,430.00 out of the Funds (together with the fruits and proceeds thereof) which it received as

constructive trustee for and on behalf of the Plaintiff and that the Plaintiff is and was the beneficial owner of that portion of the Funds;

(13) An account of profits and all necessary inquiries, directions and orders (including tracing) to enable the Plaintiff to recover the Funds received by ZHDF and the fruits and proceeds thereof;

Against the 8th Defendant:-

(14) The sums of USD 6,670,676.57 and CNY 43,245,442.49 (as pleaded at paragraph 18A.3 above);

(15) A declaration that ZTIT held the sums of USD 6,670,676.57 and CNY 43,245,442.49 out of the Funds (together with the fruits and proceeds thereof) which it received as constructive trustee for and on behalf of the Plaintiff and that the Plaintiff is and was the beneficial owner of that portion of the Funds;

(16) An account of profits and all necessary inquiries, directions and orders (including tracing) to enable the Plaintiff to recover the Funds received by ZTIT and the fruits and proceeds thereof;

Against the 9th Defendant:-

(17) The sum of USD 7,000,000;

(18) A declaration that the 9th Defendant holds the sum of USD7,000,000 (together with the fruits and proceeds thereof, including the Jolly Admire Shares and any balance remaining in the 9th Defendant's Account) as a constructive trustee for and on behalf of the Plaintiff and that the Plaintiff is the beneficial owner of the sum of USD7,000,000 (or any remaining balance thereof in the 9th Defendant's Account);

(19) An account of profits and all necessary inquiries, directions and orders (including tracing) to enable the Plaintiff to recover the sum of USD7,000,000 and the fruits and proceeds thereof;

Against the 10th Defendant:-

(20) The sums of USD3,263,636.36;

(21) A declaration that the 10th Defendant holds the sum of USD3,263,636.36 (together with the fruits and proceeds thereof including the High Express Shares and any balance remaining in the 10th Defendant's Account) as a constructive trustee for and on behalf of the Plaintiff and that the Plaintiff is the beneficial owner of the sum of USD3,263,636.36 (or any remaining balance thereof in the 10th Defendant's Account);

(22) An account of profits and all necessary inquiries, directions and orders (including tracing) to enable the Plaintiff to recover the sum of USD3,263,636.36 and the fruits and proceeds thereof;

Against all the Defendants:-

(17) (23)Interest;

(18) (24)Costs;

(19) (25)Further or other relief.

Dated the 22nd day of September 2017.

Redated the 11th day of September 2018.

Re-redated the 19th day of _____ June 2019

~~Jonathan Wong~~
Derek J Y Chan
Counsel for the Plaintiff
Holman Fenwick Willan
Holman Fenwick Willan
Solicitors for the Plaintiff

Schedule 1
Particulars of Purchase Contracts (Come Harvest/Mega Wealth to MCR and MCM to ANZ)

MCR/ANZCT Contract No.	Warehouse Receipt No.	Quantity (MT)	PMA Letter Date	ANZCT Purchase/Sale Contract Date	ANZCT Purchase Contract Value (USD)	ANZCT Payment Date to MCR	CH/MCM/MW/MCA Contract No.	CH Purchase Contract Value (USD)	MW Purchase Contract Value (USD)	MCM Payment Date to CH/MW
1. EDNI-0580	PMSGMY0021184	840.0470	21-May-16	05-May-16	\$4,201,029.77	05-May-16	CHNI-0031A	\$4,792,919.75		05-May-16
2. EDNI-0580	PMSGMY0021412	403.0370	10-May-16	17-May-16	\$6,509,117.60	17-May-16	CHNI-0031A	\$6,596,453.53		17-May-16
3. EDNI-0570	PMSGMY0021655	501.5410	13-May-16	18-May-16	\$12,541,812.43	18-May-16	CHNI-0031A	\$12,167,167.23		18-May-16
4. EDNI-0580	PMSGMY0021657	420.3370	17-May-16	23-May-16	\$6,853,348.12	23-May-16	CHNI-0031A	\$6,641,412.39		23-May-16
5. EDNI-0580	PMSGMY0021990	440.3720	23-May-16	27-May-16	\$9,357,822.59	27-May-16	CHNI-0031A	\$9,076,344.39		27-May-16
6. EDNI-0610	PMSGMY0021993	173.9620	27-May-16	03-Jun-16	\$14,952,606.39	03-Jun-16	CHNI-0071A	\$14,300,045.41		03-Jun-16
7. EDNI-0620	PMSGMY0022187	310.2120	01-Jun-16	08-Jun-16	\$12,792,915.85	08-Jun-16	CHNI-0031A	\$12,464,244.84		08-Jun-16
8. EDNI-0620	PMSGMY0022377	552.4680	08-Jun-16	14-Jun-16	\$9,227,062.28	14-Jun-16	CHNI-0091A	\$9,145,995.47		14-Jun-16
9. EDNI-0620	PMSGMY0022570	1,750.3410	10-Jun-16	16-Jun-16	\$21,382,799.61	16-Jun-16	MWNI-001	\$20,448,262.78		16-Jun-16
10. EDNI-0640	PMSGMY0022698	375.2090	14-Jun-16	21-Jun-16	\$8,940,351.99	21-Jun-16	MWNI-001	\$8,719,374.55		21-Jun-16
11. EDNI-0640	PMSGMY0022758	527.8570	15-Jun-16	21-Jun-16	\$9,244,029.80	21-Jun-16	MWNI-002	\$9,180,797.99		21-Jun-16
12. EDNI-0670	PMSGMY0022847	616.8340	17-Jun-16	24-Jun-16	\$16,101,671.67	24-Jun-16	MWNI-001	\$15,811,110.33		24-Jun-16
13. EDNI-0680	PMSGMY0022938	143.0540	22-Jun-16	01-Jul-16	\$6,329,182.00	01-Jul-16	MWNI-009	\$6,234,360.87		01-Jul-16
14. EDNI-0690	PMSGMY0023155	507.5550	27-Jun-16	01-Jul-16	NA	NA	NA	NA	NA	NA
15. EDNI-0700	PMSGMY0023102	396.3950	24-Jun-16	01-Jul-16	NA	NA	NA	NA	NA	NA
16. EDNI-0710	PMSGMY0023103	630.0830	27-Jun-16	1-Jul-16	\$10,846,693.34	1-Jul-16	CHNI-012(A)	\$10,345,253.01		01-Jul-16
17. EDNI-0710	PMSGMY0023160	376.3850	27-Jun-16	1-Jul-16	\$13,638,068.83	01-Jul-16	MWNI-006	\$13,225,476.63		01-Jul-16
18. EDNI-0710	PMSGMY0023255	486.0010	29-Jun-16	05-Jul-16	\$12,959,740.98	05-Jul-16	MWNI-007	\$12,585,562.49		05-Jul-16
19. EDNI-0740	PMSGMY0023414	353.9230	12-Jul-16	18-Jul-16	\$12,358,175.91	18-Jul-16	CHNI-012(A)	\$12,183,677.73		18-Jul-16
20. EDNI-0750	PMSGMY0023300	90.3480	13-Jul-16	19-Jul-16	\$18,892,618.48	19-Jul-16	MWNI-005	\$18,448,960.93		19-Jul-16
21. EDNI-0760	PMSGMY0023362	392.0360	23-Jul-16	27-Jul-16	\$9,744,416.41	27-Jul-16	MWNI-010	\$9,469,324.95		27-Jul-16
22. EDNI-0760	PMSGMY0023375	393.8340	22-Jul-16	27-Jul-16	\$9,733,698.37	27-Jul-16	CHNI-014(A)	\$9,439,529.80		27-Jul-16
23. EDNI-0790	PMSGMY0023581	84.1790	22-Jul-16	27-Jul-16	\$8,660,876.20	27-Jul-16	MWNI-009	\$8,308,780.31		27-Jul-16
24. EDNI-0800	PMSGMY0024003	491.2460	27-Jul-16	02-Aug-16	\$10,430,096.31	02-Aug-16	CHNI-013	\$10,111,552.38		02-Aug-16
25. EDNI-0810	PMSGMY0023603	390.0930	27-Jul-16	01-Aug-16	\$10,229,435.12	01-Aug-16	MWNI-011	\$9,916,747.61		01-Aug-16
26. EDNI-0820	PMSGMY0024197	339.6740	12-Aug-16	16-Aug-16	\$9,345,670.28	16-Aug-16	MWNI-012	\$9,068,060.55		16-Aug-16
27. EDNI-0830	PMSGMY0024401	294.0860	08-Sep-16	13-Sep-16	\$4,808,108.10	13-Sep-16	MWNI-013	\$4,751,363.64		13-Sep-16
28. EDNI-0840	PMSGMY0024521	188.2460	23-Sep-16	27-Sep-16	\$6,961,619.27	27-Sep-16	MWNI-014	\$6,840,517.53		27-Sep-16
29. EDNI-0870	PMSGMY0025763	375.8660	26-Sep-16	30-Sep-16	\$9,747,163.23	30-Sep-16	MWNI-015	\$9,446,912.24		30-Sep-16
30. EDNI-0890	PMSGMY0025940	186.3810	05-Oct-16	11-Oct-16	\$4,228,790.16	11-Oct-16	MWNI-016	\$4,169,140.25		11-Oct-16
TOTAL					\$293,628,392.59			\$117,461,218.56	\$167,464,683.89	

Denotes WPs that are not included in the list of 83 Warehouse Receipts

PMSGMY0021158	Replaced	PMSGMY0021796
PMSGMY0021102	Replaced	PMSGMY0021993

Schedule 2 – Fund flow from Mega Wealth to Come Harvest, ZHDF and ZTIT

Part I: Amounts received by Come Harvest

* Bold and underlined figures represent amounts received by Come Harvest (“CH”) (less any bank fees or charges) which are traceable to the Funds received by Mega Wealth (“MW”) from MCM

Man/ANZ Contract No.	Date	Currency	Amount	Payer (Bank)	Beneficiary (Bank)
MWNI-001	17.06.16	USD	20,648,046.78	MCM	MW (CITIC)
	17.06.16	USD	<u>20,544,796.58</u>	MW (CITIC)	CH (CITIC)

MWNI-002	22.06.16	USD	9,150,781.99	MCM	MW (CITIC)
MWNI-003	22.06.16	USD	8,719,358.55	MCM	MW (CITIC)
	22.06.16	USD	<u>17,677,499.33</u>	MW (CITIC)	CH (CITIC)

MWNI-004	27.06.16	USD	15,617,994.34	MCM	MW (CITIC)
	27.06.16	USD	<u>15,550,009.34</u>	MW (CITIC)	CH (CITIC)

MWNI-006	01.07.16	USD	13,225,460.63	MCM	MW (CITIC)
MWNI-005	04.07.16	USD	6,244,344.87	MCM	MW (CITIC)
	04.07.16	USD	<u>18,975,827.34</u>	MW (CITIC)	CH (CITIC)

MWNI-007	06.07.16	USD	13,565,846.49	MCM	MW (CITIC)
	06.07.16	USD	9,999,984.00	Genesis	MW (CITIC)
	06.07.16	USD	23,498,013.75 <u>(13,565,846.49 traceable to MCM)</u>	MW (CITIC)	CH (CITIC)

MWNI-008	20.07.16	USD	14,448,939.93	MCM	MW (CITIC)
	20.07.16	USD	9,999,984.00	Genesis	MW (CITIC)
	20.07.16	USD	24,376,686.81 <u>(14,448,939.93</u> <u>traceable to</u> <u>MCM)</u>	MW (CITIC)	CH (CITIC)

MWNI-009/010	28.07.16	USD	18,837,984.26	MCM	MW (CITIC)
	28.07.16	USD	<u>18,743,803.63</u>	MW (CITIC)	CH (CITIC)

MWNI-011	04.08.16	USD	9,916,726.61	MCM	MW (CITIC)
	04.08.16	USD	9,999,984.00	Genesis	MW (CITIC)
	04.08.16	USD	18,660,189.54 <u>(9,916,726.61</u> <u>traceable to</u> <u>MCM)</u>	MW (CITIC)	CH (CITIC)

MWNI-012	17.08.16	USD	9,068,039.55	MCM	MW (CITIC)
	17.08.16	USD	<u>2,570,713.00</u>	MW (CITIC)	CH (CITIC)

MWNI-013	14.09.16	USD	4,753,342.64	MCM	MW (CITIC)
	20.09.16	USD	<u>2,799,905.29</u>	MW (CITIC)	CH (DBS)

MWNI-014	28.09.16	USD	9,660,547.63	MCM	MW (DBS)
	29.09.16	USD	<u>7,556,788.00</u>	MW (DBS)	CH (DBS)

MWNI-015	04.10.16	USD	9,446,891.28	MCM	MW (CITIC)
	11.10.16	USD	<u>9,445,000.00</u>	MW (CITIC)	CH (CITIC)

MWNI-016	12.10.16	USD	4,100,119.35	MCM	MW (CITIC)
	12.10.16	USD	<u>4,099,996.74</u>	MW (CITIC)	CH (CITIC)

Total received by Come Harvest from Mega Wealth traceable to the Funds: USD 155,895,852.28

Part II: Amounts received by ZHDF

* Bold and underlined figures represent amounts received by ZHDF (less any bank fees or charges) which are traceable to the Funds received by Mega Wealth from MCM

Man/ANZ Contract No.	Date	Currency	Amount	Payer (Bank)	Beneficiary (Bank)
MWNI-012	17.08.16	USD	9,068,039.55	MCM	MW (CITIC)
	17.08.16	USD	2,570,713.00	MW (CITIC)	CH (CITIC)
	17.08.16	USD	2,831,527.15	MW (CITIC)	MW(CITIC) (Conversion to CNY 18,761,415.74)
	17.08.16	USD	45,340.30	MW (CITIC)	Genesis
	17.08.16	USD	<u>96,531.51</u>	MW (CITIC)	ZHDF (CITIC Zhuhai)
	17.08.16	USD	<u>667,058.11</u>	MW (CITIC)	ZHDF (CITIC Zhuhai)
	17.08.16	USD	<u>2,834,170.23</u>	MW (CITIC)	ZHDF (CITIC Zhuhai)
	17.08.16	CNY	18,761,415.74	MW (CITIC) (Conversion from USD 2,831,527.15)	MW (CITIC)
	17.08.16	CNY	<u>5,760,00.00</u>	MW (CITIC)	ZHDF (CITIC Zhuhai)
	17.08.16	CNY	<u>13,000,430.00</u>	MW (CITIC)	ZHDF (CITIC Zhuhai)

Total received by ZHDF from Mega Wealth traceable to the Funds: USD 3,597,759.85 and CNY 18,760,430.00

Part III: Amounts received by ZTIT

* **Bold and underlined figures represent amounts received by ZTIT (less any bank fees or charges) which are traceable to the Funds received by Mega Wealth from MCM**

Man/ANZ Contract No.	Date	Currency	Amount	Payer (Bank)	Beneficiary (Bank)
MWNI-012	17.08.16	USD	9,068,039.55	MCM	MW (CITIC)
	17.08.16	USD	2,570,713.00	MW (CITIC)	CH (CITIC)
	17.08.16	USD	<u>2,570,103.05</u>	CH (CITIC)	ZTIT (CITIC Foshan)

MWNI-015	04.10.16	USD	9,446,891.28	MCM	MW (CITIC)
	11.10.16	USD	9,445,000.00	MW (CITIC)	CH (CITIC)
	11.10.16	USD	6,445,000.00	CH (CITIC)	CH (CITIC) (Conversion to CNY 43,250,461.50)
	11.10.16	CNY	43,250,461.50	CH (CITIC) (Conversion from USD 6,445,000.00)	CH (CITIC)
	11.10.16	CNY	<u>14,245,185.00</u>	CH (CITIC)	ZTIT (CITIC Foshan)
	11.10.16	CNY	<u>29,000,257.49</u>	CH (CITIC)	ZTIT (BOC Zhuhai)

MWNI-016	12.10.16	USD	4,100,119.35	MCM	MW (CITIC)
	12.10.16	USD	4,099,996.74	MW (CITIC)	CH (CITIC)
	12.10.16	USD	<u>3,461,621.04</u>	CH (CITIC)	ZTIT (CITIC Foshan)
	12.10.16	USD	<u>638,952.48</u>	CH (CITIC)	ZTIT (CITIC Foshan)

Total received by ZTIT from Mega Wealth traceable to the Funds; <u>USD 6,670,676.57</u> and <u>CNY 43,245,442.49</u>
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Schedule 13

Date	In/Out	Beneficiary (Remitter)	Amount (USD)	Balance (USD)
28.9.16	In	(MCM)	9,660,547.563	9,660,547.563
28.9.16	Out	Bank charge	13.37	9,660,534.16
29.9.16	Out	Come Harvest	7,556,788.00	2,103,746.16
30.9.16	In	Interest	3.85	2,103,750.01
4.10.16	Out	Bank charge	14.16	2,103,735.85
4.10.16	Out	Recipient-1 Strails	1,593,670.63	510,065.22
4.10.16	Out	Bank charge	14.16	510,051.06
4.10.16	Out	Recipient-2 Genesis	143,305.95	366,745.11
12.10.16	Out	Bank charge	14.15	366,730.96
12.10.16	Out	Recipient-2 Genesis	30,751.05	335,979.91
13.10.16	Out	Bank charge	14.15	335,965.76
13.10.16	Out	Mega Wealth (CITIC Macau account)	18,000.00	317,965.76
26.10.16	Out	Bank charge	14.15	317,951.61
26.10.16	Out	Mega Wealth (CITIC Macau account)	10,000.00	307,951.61
28.10.16	Out	Bank charge	14.16	307,937.45
28.10.16	Out	Bank charge	28.32	307,909.13
28.10.16	Out	Mega Wealth (CITIC Macau account)	50,000.00	257,909.13
28.10.16	Out	Mega Wealth (CNY account)	74.03	257,835.10
31.10.16	In	Interest	4.27	257,839.37
4.11.16	In	(Mega Wealth (CNY account))	4,407,598.95	4,665,438.32
7.11.16	In	(Mega Wealth	5,864,956.01	10,530,394.33

		(CNY account)		
7.11.16	Out	Recipient- <u>Jolly Admire</u>	7,000,000.00	3,550,394.33
7.11.16	Out	Recipient- <u>High Express</u>	3,263,636.36	266,757.97
8.11.16	In	(Mega Wealth (CNY account))	3,995,164.84	4,261,922.81
8.11.16	In	(Come Harvest)	400,000.00	4,661,922.81
8.11.16	Out	Bank charges	7.08	4,661,915.73
8.11.16	Out	Defendant	4,395,164.84	266,750.898

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
COMMERCIAL LIST ACTION NO HCCL 4 OF 2017

BETWEEN
ANZ COMMODITY TRADING PTY LTD
Plaintiff

AND

EXCELLENCE RAISE OVERSEAS LIMITED 1st Defendant
COME HARVEST HOLDINGS LIMITED 2nd Defendant
MEGA WEALTH INTERNATIONAL TRADING 3rd Defendant
LIMITED
WONG WAI KWOK 4th Defendant
KO SIU MEI HAMAY 5th Defendant
SIU CHUNG HANG 6th Defendant
ZHUHAI HENGQIN DE FENG INTERNATIONAL 7th Defendant
TRADING COMPANY LIMITED (珠海橫琴德豐國際
貿易有限公司)
ZHUHAI TITAN INTERNATIONAL TRADING 8th Defendant
CORPORATION (珠海戴頓國際貿易有限公司)
JOLLY ADMIRE LIMITED 9th Defendant
HIGH EXPRESS HOLDINGS LIMITED 10th Defendant

RE-AMENDED STATEMENT OF CLAIM

Writ issued on 26 May 2017

~~Dated the — day of September 2018-~~
~~Filed on the — day of September 2018-~~

Dated the 19th day of — June 2019

Filed on the 19th day of June 2019

HOLMAN FENWICK WILLAN

Solicitors for the Plaintiff

15th Floor, Tower One, Lippo Centre

89 Queensway, Admiralty

Hong Kong

Telephone: +852 3983 7788

Fax: +852 3983 7766

Ref: GUY /71299-5

HCCL 4/2017

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
COMMERCIAL LIST ACTION NO. 4 OF 2017



COMMODITY TRADING PTY LTD

Plaintiff

14 NOV 2018

AND

EXCELLENCE RAISE OVERSEAS LIMITED

1st Defendant

COME HARVEST HOLDINGS LIMITED

2nd Defendant

MEGA WEALTH INTERNATIONAL TRADING LIMITED

3rd Defendant

WONG WAI KWOK

4th Defendant

KO SIU MEI HAMAY

5th Defendant

SIU CHUNG HANG

6th Defendant

ZHUHAI HENGQIN DE FENG INTERNATIONAL
TRADING COMPANY LIMITED
(珠海橫琴德豐國際貿易有限公司)

7th Defendant

ZHUHAI TITAN INTERNATIONAL TRADING
CORPORATION (珠海戴頓國際貿易有限公司)

8th Defendant

JOLLY ADMIRE LIMITED

Intended 9th Defendant

HIGH EXPRESS HOLDINGS LIMITED
(尚捷集團有限公司)

Intended 10th Defendant

PROPRIETARY INJUNCTION

IMPORTANT NOTICE TO THE INTENDED 9th AND 10th DEFENDANTS

1. If you disobey this Order you may be found guilty of contempt of court and you and any of your directors may be fined or your assets may be seized.
2. You should read the whole of this document carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the court to vary or discharge this Order.

BEFORE DEPUTY HIGH COURT JUDGE DOUGLAS LAM SC IN CHAMBERS

(NOT OPEN TO PUBLIC)

ORDER

An application was made on 12 November 2018 by the solicitors for ANZ COMMODITY TRADING PTY LTD, the Plaintiff, to the Judge who read the draft Re-Amended Writ of Summons dated 7 November 2018 and the 2nd Affidavit of James Patrick Lee Bitossi together with Exhibit JB-2 listed in Schedule 1 and accepted the undertakings in Schedule 2 at the end of this Order. After hearing the application the Judge made the following Order.

IT IS ORDERED that:

1. USE OF DOCUMENTS OBTAINED IN DISCOVERY

The Plaintiff shall have leave to refer to and rely upon the Affirmations of James Jie Chui made on 9 June 2017 and 17 July 2017, the Affirmation of Kwok Mei Chun Jannie made on 22 June 2018 and the Affirmation of Jia Qianming made on 30 October 2018 together with the letter dated 28 June 2018 from Wai and Co in connection with the application for this Order against the Intended 9th and 10th Defendants,

**2. RESTRICTION ON DISPOSAL OF MONIES/SHARES AND/OR ITS SALE
PROCEEDS OVER WHICH THE PLAINTIFF ASSERTS A PROPRIETARY CLAIM**

- (1) Until further order of the Court, the Intended 9th Defendant must not dispose of, deal with or diminish the value of any of the sum of USD7,000,000 remitted to it by the 3rd Defendant on or about 7 November 2016 into its DBS bank account in Hong Kong (A/C number 7883710980) and the traceable fruits and proceeds thereof (inclusive of any interest or profits earned), including the 5,440,000 shares owned or beneficially owned by it and registered in its name or in the name of a nominee or custodian in United Biopharma Inc (the "Jolly Admire Shares") or, if the Jolly Admire Shares have been sold or agreed to be sold (whether before or after the date of this Order), the net proceeds of sale or any replacement or new shares whether by way of exchange or cash consideration in any new entity (the "Overseas ListCo").
- (2) Until further order of the Court, the Intended 10th Defendant must not dispose of, deal with or diminish the value of any of the sum of USD3,263,636.36 remitted to it by the 3rd Defendant on or about 7 November 2016 into its DBS bank account in Hong Kong

(A/C 7883710630) and the traceable fruits and proceeds thereof (inclusive of any interest or profits earned), including the 1,810,000 shares owned or beneficially owned by it and registered in its name or in the name of a nominee or custodian in United Biopharma Inc (the "High Express Shares") or, if the High Express Shares have been sold or agreed to be sold (whether before or after the date of this Order), the net proceeds of sale or any replacement or new shares whether by way of exchange or cash consideration in any new entity (the "Overseas ListCo").

- (3) The Intended 9th Defendant in the case of the Jolly Admire Shares and the Intended 10th Defendant in the case of the High Express Shares are permitted (notwithstanding paragraph 2(1) and 2(2) above) but subject always to paragraph 5 below to sell the Jolly Admire Shares and High Express Shares provided that the following conditions are satisfied:
- (a) Any sale of the Jolly Admire Shares or the High Express Shares must be a sale of the entirety of those shares with not less than 7 days prior written notice to the Plaintiff;
 - (b) The Plaintiff has confirmed in writing its acceptance that the sale is at full market value (provided that this condition will fall away if this written confirmation is unreasonably withheld or delayed for more than 7 days after receipt of written notice from Jolly Admire);
 - (c) The Intended 9th Defendant in the case of the Jolly Admire Shares and the Intended 10th Defendant in the case of the High Express Shares has appointed jointly a Firm of Solicitors (which must be solicitors practising in Hong Kong) which has undertaken to hold the net proceeds of any sale on the terms of this Order ("the Undertaking");
 - (d) Any sale is on terms that the entire proceeds of sale will be paid in Hong Kong to the Firm of Solicitors bound by the Undertaking; and
 - (e) On completion of any sale, the entire proceeds of sale must be paid to the Firm of Solicitors bound by the Undertaking and thereafter promptly paid into Court by the Firm of Solicitors to be held until trial or further order.

3. DISCLOSURE OF INFORMATION

- (1) Within three (3) days of this Order, the Intended 9th and 10th Defendants respectively must disclose whether either has agreed to sell, exchange or otherwise deal with any of their respective shareholdings, whether any conversion into or exchange for new shares in an Overseas ListCo or any other company is contemplated, the ratio of conversion or exchange of current for new shares in Overseas ListCo or other company, whether any cash or other consideration is required and the timeline for any such dealing in their respective shares.
- (2) This information must be confirmed in an affidavit or affirmation made by a responsible officer of the Intended 9th and 10th Defendants respectively which must be served on the Plaintiff's solicitors within seven (7) days of this Order.

4. DURATION OF THIS ORDER

This Order will remain in force up to and including 16 November 2018 ("The Return Date"), unless before then it is varied or discharged by a further order of the court. The application in which this Order is made shall come back to the Court for further hearing on the Return Date unless the Intended 9th and 10th Defendants respectively pay the sum of USD 7,000,000 and USD 3,263,636.36 respectively into court or makes provision for security in that sum by some other method as provided for hereinabove and serve notice that it does not require the application to come back to court.

5. EXCEPTIONS TO THIS ORDER

- (1) This Order does not prohibit the Intended 9th and 10th Defendant from dealing with or disposing of any of its assets in the ordinary and proper course of business, save and except that: i) the conditions in Paragraph 2 above are met; and ii) an application must be made to vary this Order in order to permit such dealing or disposal on not less than 24 hours' notice.
- (2) This Order shall cease to have effect if the Intended 9th and 10th Defendants provide security by paying the sums of USD7,000,000 and USD3,263,636.36 respectively into court or makes provision for security in that sum by some other method agreed with the Plaintiff's solicitors or approved by the court.

6. EFFECT OF THIS ORDER

- (1) A defendant who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.
- (2) A defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents, or in any other way.

7. THIRD PARTIES

- (1) *Effect of this Order.* It is a contempt of court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be imprisoned, fined, or have his assets seized.
- (2) *Effect of this Order outside Hong Kong.* The terms of this Order do not affect or concern anyone outside Hong Kong until it is declared enforceable or is enforced by a court in another jurisdiction and then they are to affect him only to the extent they have been declared enforceable or have been enforced UNLESS such person is:
 - (a) a person to whom this Order is addressed or an officer or an agent appointed by power of attorney of such a person; or
 - (b) a person who is subject to the jurisdiction of this court and (i) has been given written notice of this Order at his residence or place of business within the jurisdiction of this court and (ii) is able to prevent acts or omissions outside the jurisdiction of this court which are a breach or assist in a breach of this Order.

8. SERVICE

- (1) Leave be given to the Plaintiff to issue and serve a sealed copy of this Order, the 2nd Affidavit of James Patrick Lee Bitossi sworn on 7 November 2018 together with Exhibit JB-2 and the inter partes Summons for the Return Date out of the jurisdiction in the British Virgin Islands on the intended 9th Defendant at Unit 8, 3/F., Qwomar Trading Complex, Blackburne Road, Port Purcell, Road Town, Tortola, VG1110, British Virgin Islands.

9. UNDERTAKINGS

The Plaintiff gives to the court the undertakings set out in Schedule 2 to this Order.

10. VARIATION OR DISCHARGE OF THIS ORDER

The Intended 9th and 10th Defendants (or anyone notified of this Order) may apply to the court at any time to vary or discharge this Order (or so much of it as affects that person), but anyone wishing to do so should first inform the Plaintiff's solicitors.

NAME AND ADDRESS OF PLAINTIFF'S SOLICITORS

The Plaintiff's solicitors are:

Holman Fenwick Willan

15/F, Tower One,

Lippo Centre,

89 Queensway, Hong Kong

(Ref: GUY/LNF/71299-5)

Telephone (Business Hours): 3983 7788

After Hours Contact: Guy Hardaker +852 5411 7489

INTERPRETATION OF THIS ORDER

- (1) In this Order "he", "him" or "his" include "she", "her", "hers" and "it" or "its".
- (2) When there are two or more defendants then (unless otherwise stated):
 - (a) references to "the defendant" means the both or all of them;
 - (b) an order requiring "the defendant" to do or not to do anything requires each Defendant to do it or not to do it; and
 - (c) A requirement relating to service of this Order, or of any legal proceedings on "the defendant" means on each of them.

COSTS

Costs of this application be reserved.

Dated the 13th day of November 2018.

Registrar

SCHEDULE 1

Documents

The Judge read the following documents before making this Order:

- (1) Draft Re-Amended Writ of Summons
- (2) The Plaintiff's Summons (joinder) dated 7 November 2018
- (3) Draft Order
- (4) The 2nd Affidavit of James Patrick Lee Bitossi sworn on 7 November 2018 together with Exhibit JB-2.

SCHEDULE 2

Undertakings given to the court by the Plaintiff

- (1) If the court later finds that this Order has caused loss to the Intended 9th and 10th Defendants or any other party and decides that the Intended 9th and 10th Defendant or that other party should be compensated for that loss, the Plaintiff will comply with any order the court may make.
- (2) As soon as practicable, the Plaintiff will apply for leave to file and serve and will upon leave being granted file and serve on the Intended 9th and 10th Defendants a Re-Amended Writ of Summons.
- (3) As soon as practicable the Plaintiff will serve on the Intended 9th and 10th Defendants a sealed copy of this Order, will issue and serve the summons for the Return Date together with a copy of the 2nd Affidavit of James Patrick Lee Bitossi and Exhibit JB-2 containing the evidence relied on by the Plaintiff and a copy of the skeleton argument used at the application for this Order. Service will be on their respective registered offices in the British Virgin Islands and in Hong Kong and notifications will be sent by email to Mr. James Chui at jameschui@126.com; and to Mr. Tadashi Koizumi at m13818763514@163.com. A copy of Exhibit JB-2 will be provided by FTP link. A copy of the above documents will be sent to Mr. James Chui's address at Flat A02, A18-F, Wah Ha Factory Building, No. 8, Shipyard Lane, Quarry Bay, Hong Kong.
- (4) Anyone notified of this Order will be given a copy of it by the Plaintiff's solicitors.
- (5) The Plaintiff will pay the reasonable costs of anyone other than the Intended 9th and 10th Defendants which have been incurred as a result of this Order including the costs of ascertaining whether that person holds any of the Intended 9th and 10th Defendant's assets and if the court later finds that this Order has caused such a person loss, and decides that such person should be compensated for that loss, the Plaintiff will comply with any order the court may make.
- (6) The Plaintiff will not without the leave of the court begin proceedings against the Intended 9th and 10th Defendants in any other jurisdiction or use information obtained as a result of an order of the court in this jurisdiction for the purpose of civil or criminal proceedings in any other jurisdiction.
- (7) The Plaintiff will not without the leave of the court seek to enforce this Order outside Hong Kong or seek an order of a similar nature including orders conferring a charge or other security against the Intended 9th and 10th Defendants or their assets.
- (8) If for any reason this Order ceases to have effect (including in particular where the Intended 9th and 10th Defendants provide security as provided for above), the Plaintiff will forthwith take all reasonable steps to inform, in writing, any person or company to whom he has given notice of this Order, or who he has reasonable grounds for supposing may act upon this Order, that it has ceased to have effect.

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
COMMERCIAL LIST ACTION NO. 4 OF 2017

BETWEEN

ANZ COMMODITY TRADING PTY LTD


Plaintiff

and

EXCELLENCE RAISE OVERSEAS LIMITED	1 st Defendant
COME HARVEST HOLDINGS LIMITED	2 nd Defendant
MEGA WEALTH INTERNATIONAL TRADING LIMITED	3 rd Defendant
WONG WAI KWOK	4 th Defendant
KO SIU MEI HAMAY	5 th Defendant
SIU CHUNG HANG	6 th Defendant
ZHUHAI HENGQIN DE FENG INTERNATIONAL TRADING COMPANY LIMITED (珠海橫琴德豐國際貿易有限公司)	7 th Defendant
ZHUHAI TITAN INTERNATIONAL TRADING CORPORATION (珠海戴頓國際貿易有限公司)	8 th Defendant
JOLLY ADMIRE LIMITED	Intended 9 th Defendant
HIGH EXPRESS HOLDINGS LIMITED (尚捷集團有限公司)	Intended 10 th Defendant

PROPRIETARY INJUNCTION ORDER

Dated the 13th day of November 2018

Filed this 13th day of November 2018 

Holman Fenwick Willan
Solicitors for the Plaintiff
15/F Tower One
Lippo Centre
89 Queensway
Hong Kong
Tel: 3983 7788
Fax : 3983 7766
Ref: GUY/LNF/71299-5
HFWHK1\6136401-1

WAI & Co., SOLICITORS

衛氏律師行

Unit D, 20/F, Eton Building, No.288 Des Voeux Road Central, Hong Kong

香港上環德輔道中 288 號易通商業大廈 20 樓 D 室

Tel 電話: (852) 2505 3911

Fax 傳真: (852) 2505 3977

Our Ref: WW/18/11/692/LIT/WW

Date: 6th December 2019

Your Ref: GUY/LNF/71299-5

BY FAX (3983 7766) & BY POST

Holman Fenwick Willan
Solicitors for the Plaintiff
15/F Tower One,
Lippo Centre,
89 Queensway, Admiralty,
Hong Kong

Dear Sirs,

Re: **HCCL 4/2017**

We refer to your letters dated 20th November 2019 and 3rd December 2019.

We would like to respond to your request for the disclosure of the documents as set out in your said letter as follows:

- (1) Copy of the Certificate of Incorporation of Ample Concert Holdings Limited dated 15 January 2014 and copy of the Certificate of Incumbency dated 18 February 2014 evidencing the ownership of Ample Concert Holdings Limited by the 1st Defendant are enclosed herewith as Annex A;
- (2) As regards the receipt of the consideration for the acquisition agreement dated 26 May 2014 by the 1st Defendant, our clients have to go back to Shanghai to search for the record in respect thereof this weekend and will let you know the result of the search next week;
- (3) As regards the documentation relating to the acquisition of shares by the 1st, 9th and 10th Defendants respectively in UBP on the dates set out in the table under paragraph 4.5 of the Defence, we would like to explain to you as follows.
 - a) As you are well aware, the trading of the shares in UBP was terminated in Taiwan on 29 August 2018. In about October 2018, UBP was delisted in Taiwan. The whole exercise is to convert eventually all the shares in UBP into the shares in United Biopharma (Holdings) Co Ltd set up in Cayman Islands ("UBP Cayman"). As a result, the shares in UBP has since then been gradually converted into the shares in UBP Cayman.

.../2

PRINCIPAL
WAI PUI SHUEN
衛佩璇律師
LLB (PTD) (EU Candidate Law)
LLM (Chinese Law) LLM (MTL)
Civil Celebrant of Marriage

CONSULTANT
RESSOS ALEXANDER

REGISTERED FOREIGN LAWYER
ZU XIATONG
趙曉彤律師
PRC

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- b) After UBP was delisted, UBP issued 3 share certificates dated 11 January 2019 to the 1st, 9th and 10th Defendant respectively to show the shares in UBP then held by the 1st, 9th and 10th Defendant respectively through their stockbroker known as 中國信託綜合證券股份有限公司 (the "Stockbroker"), namely, 1,800,000 shares held by the 1st Defendant, 5,540,000 shares held by the 9th Defendant and 6,594,000 shares held by the 10th Defendant. We enclose herewith as Annex B the said 3 share certificates dated 11 January 2019;
 - c) The shares held by the 1st, 9th and 10th Defendant respectively in UBP have since been converted into the shares in UBP Cayman. We enclose herewith as Annex C the 3 Excerpts from the Register of Members issued by UBP Cayman and dated 31 July 2019 showing the shares held by the 1st, 9th and 10th Defendants respectively in UBP Cayman up to 31 July 2019;
 - d) We also enclose herewith as Annex D another 3 Excerpts from the Register of Members issued by UBP Cayman and dated 3 October 2019 showing the shareholdings by the 1st, 9th and 10th Defendants respectively in UBP Cayman including the acquisition and dispossession of certain shares in UBP Cayman up to 3 October 2019. As can be seen from the aforesaid Excerpts from the Register of Members, no share certificate has yet been issued by UBP Cayman to the 1st, 9th and 10th Defendants;
 - e) Further we enclose herewith as Annex E the various purchase reports issued by the Stockbroker for the acquisition of shares by the 1st, 9th and 10th Defendant respectively in UBP in August 2018 from the Taiwanese stock market. As the said shares were acquired through the stockbroker from the stock market, no share certificates were issued in respect of the said acquisitions. Our clients are in the course of searching for the documentation relating to the acquisition of shares in UBP by the 1st, 9th and 10th Defendants respectively prior to August 2018 and will let you know the result of the search next week.
- (4) As regards the cross-border outbound guarantee facility issued to the 7th Defendant and referred to in paragraph 4.8 of the Defence, the facility should belong to the 7th Defendant and we consider that you should write to the 7th Defendant about the same. Our clients have not had the facility or any copy thereof in their possession, custody or control;
- (5) As regards the evidence of the reporting and/or registration of the cross border outbound guarantee with the State Administration of Foreign Exchange, we do not know what you mean by the evidence thereof. We consider that you should write to the 7th Defendant about the same. As far as our clients are concerned, they have not had any document relating to the reporting and/or registration of the cross border outbound guarantee with the State Administration of Foreign Exchange or any copy thereof in their possession, custody or control;

.../3


-3-

- (6) As regards the bank statement of the 7th Defendant with DBS Bank (China) Limited for the month of November 2016 together with the remittance advice for the sum of RMB29,000,000 alleged to be remitted by the 7th Defendant to the 3rd Defendant's CNY account with DBS Hong Kong on or about 3 November 2016, the bank statements should belong to the 7th Defendant and we consider that you should write to the 7th Defendant about the same. As far as our clients are concerned, they have not had any such bank statements or any copy thereof in their possession, custody or control;
- (7) As regards the outward remittance advices of DBS Bank (China) Limited relating to the transfer of the sum of RMB 39,999,000 on 4 November 2016 and of RMB 27,267,000 on 7 November 2016 by the 7th Defendant to the 3rd Defendant's CNY account with DBS Hong Kong, the said remittance advices should belong to the 7th Defendant and we consider that you should write to the 7th Defendant about the same. As far as our clients are concerned, they have not had any such remittance advices or any copy thereof in their possession, custody or control.

As can be seen from the said Excerpts from the Register of Members disclosed above, it can be seen that (1) the 1st Defendant transferred 111,999 shares in UBP Cayman which were acquired on 15 July 2019 to Sino-Pacific Agency Partners(HK) LTD on 3 October 2019, (2) the 9th Defendant transferred 344,709 shares in UBP Cayman which were acquired on 15 July 2019 to Sino-Pacific Agency Partners(HK) LTD on 3 October 2019, and (3) the 10th Defendant transferred a total of 5,038,790 shares in UBP Cayman which were acquired in August 2017, 1 August 2018 and 15 July 2019 to various parties on 3 October 2019. It can also be seen that Mr. James Chui transferred 3,433,476 shares in UBP Cayman to the 9th Defendant on 3 October 2019. We would like to make it clear that the aforesaid transfers have nothing to do with any of the subject matters of the present proceedings. We would also like to make it clear that all the information and documents disclosed herein are strictly for the purpose of the present action and any unauthorised disclosure or use of the same may affect the interest of our clients and that they cannot be used for any purpose other than the present action and cannot be disclosed to any third party.

All our clients' rights are expressly reserved.

Yours faithfully,


WAI & CO., SOLICITORS

Encls.

CERTIFIED TRUE COPY
For and on behalf of
SBC CPA LIMITED

Annex A

003920
Authorized Signature(s)
WONG CHAK YAN
P05529 18 FEB 2014

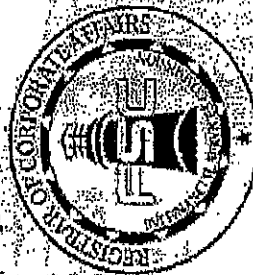
TERRITORY OF THE BRITISH VIRGIN ISLANDS
BVI BUSINESS COMPANIES ACT 2004

CERTIFICATE OF INCORPORATION
(SECTION 7)

The REGISTRAR of CORPORATE AFFAIRS, of the British Virgin Islands, HEREBY CERTIFIES, that pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of incorporation having been complied with:

AMBLE CONCEPT HOLDINGS LIMITED
裕意控股有限公司
BVI COMPANY NUMBER: 1805279

is incorporated in the BRITISH VIRGIN ISLANDS as a BVI BUSINESS COMPANY, this 15th day of January, 2014.



Handwritten signature: W. C. F.

for REGISTRAR OF CORPORATE AFFAIRS
15th day of January, 2014



CERTIFICATE OF INCUMBENCY

公司現況證明書

AMPLE CONCEPT HOLDINGS LIMITED

裕意控股有限公司

Date of Incorporation 公司成立日期 : 2014/01/18 (g/m/a) Company Number 公司註冊號碼: 1808279

Incorporated in British Virgin Islands

成立於英屬維京群島

CERTIFIED TRUE COPY

For and on behalf of
SBC CPA LIMITED
駿業會計師事務所有限公司

Authorized Signatory(s)
WONG CHAI YAN
POS5291 8 FEB 2014

We, SBC Registration Limited, the Registered Agent of the captioned company, do hereby certify that according to the records kept at the Company's Registered Office as at 2014/02/18
我們, SBC Registration Limited, 為上述公司之註冊代理, 特此證明根據於 2014/02/18 保存於公司之註冊辦事處的記錄。

- a) the captioned Company is in good standing;
上述公司狀況良好;
- b) the Registered Office of the captioned Company is situated at Unit 8, 3/F., Qwomar Trading Complex, Blackburns Road, Port Purcell, Road Town, Tortola, British Virgin Islands VG1110;
上述公司註冊辦事處設於英屬維京群島托爾托拉島黑堡城, 寬勞港畢得路, 萬萬貿易綜合大樓 3 樓 08 室郵編 VG1110;
- c) the following is/are the Director(s) of the captioned Company;
以下為上述公司之有效委任董事:

Name 姓名	Identification No. 身份證明文件號碼	Date of Appointment (g/m/a) 委任日期 (年/月/日)
EXCELLENCE RAISE OVERSEAS LIMITED 卓昇海外有限公司	1808273	2014/02/18

- d) the following is/are the Shareholder(s) of the captioned Company holding the respective share(s):
以下為上述公司之股東持有之股份數目:

Name 姓名	Identification No. 身份證明文件號碼	No. of Shares 股份數目	Par Value per Share 每股面值
EXCELLENCE RAISE OVERSEAS LIMITED 卓昇海外有限公司	1808273	--50,000--	USD 1.00

- e) the captioned Company is authorised to issue a maximum of 50,000 no par value Shares of a single class;
上述公司被授權可最多發行 50,000 股無票面值的單一類別股票;
- f) no entries have been made on the Company's Register of Charges maintained pursuant to section 162 of the Act; and
依據英屬維京群島地區商業公司法第 162 條條款, 上述公司沒有在公司註冊辦事處登記抵押權及質押紀錄名冊; 及
- g) We are not aware of any action being taken or threatened against the captioned Company or its assets or with a view to winding it up.
本註冊代理沒有發現有任何針對上述公司或其資產的法律程序或在何種程度上對上述公司的覆圍。

Signed and dated 簽署及日期 : 2014/02/18

For and on behalf of 代表
SBC Registration Limited

Authorized Signatory(s)
授權簽署人

0105991

SBC Registration Limited

Unit 8, 3/F., Qwomar Trading Complex, Blackburns Road, Port Purcell, Road Town, Tortola, British Virgin Islands VG1110.

Tel: +1 284 494 9636

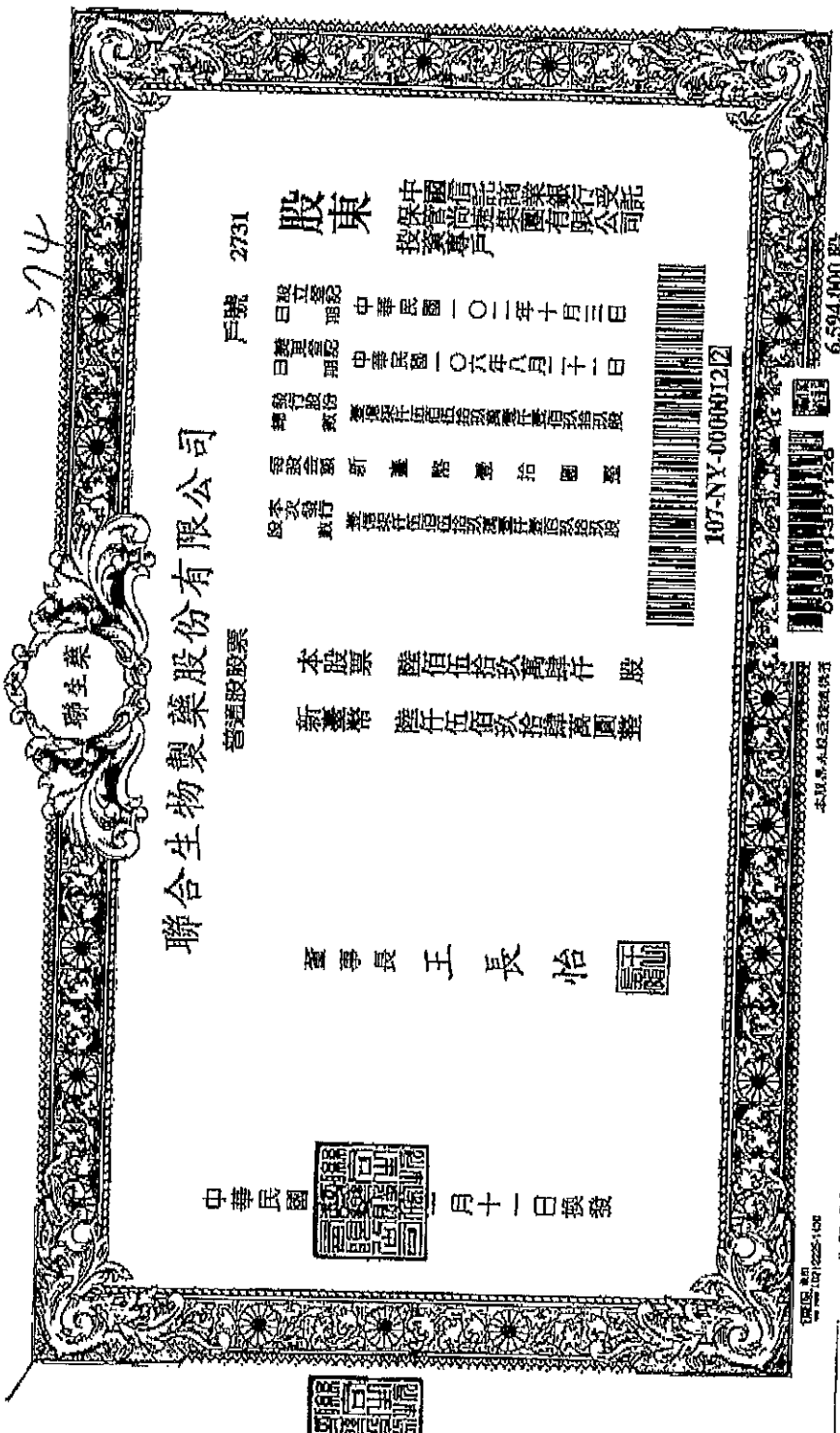
Fax: +1 284 494 9634

Email: info@sbcregister.com

Website: www.sbcregister.com

NY: 2401

Annex B



374

聯生藥

聯合生物製藥股份有限公司

普通股股票

戶號 2731

股東 中國信託商業銀行受託
保險信託集團有限公司
投資專戶

日 股 立 發 中華民國一〇二年十月三日

日 轉 登 記 中華民國一〇六年八月十二日


轉 行 股 份 臺灣銀行信託部證券信託課發給

股 票 面 額 新 臺 幣 陸 拾 圓 整

本 次 發 行 臺灣銀行信託部證券信託課發給

本股票 陸佰伍拾玖萬肆仟 股

新臺幣 陸仟伍佰玖拾肆萬圓整

董事長 王 長 怡 

中華民國  一月十一日換發



107-NY-006601212

6,594,000 股

本票係由ALICE10041933

107-NY-006601212



374

聯生藥

聯合生物製藥股份有限公司

普通股股票

戶號 2730

股東 中國信託商業銀行受託
專保管戶有限公司投資家

日設立 中華民國一〇二年十月三日

日遷為期 中華民國一〇六年八月十一日

發行總份 萬股 每份伍佰股 實收資本伍佰萬元

每股金額 新 臺 幣 壹 拾 圓 整

本 票 行 實 收 資 本 伍 佰 伍 拾 萬 圓 整

本 股 票 伍 佰 伍 拾 肆 萬 股

新 臺 幣 伍 仟 伍 佰 肆 拾 肆 萬 圓 整

董事長 王 長 怡



中華民國 十月十一日換發



107-NY-0000011



5,540,000 股

本股票永無效

107-NY-0000011

374

聯生藥

聯合生物製藥股份有限公司

普通股票

戶號 581

股東 中國信託商業銀行受託
保管專戶 海外有限公司
投資專戶

日 設立登記 中華民國一〇二年十月三日

日 變更登記 中華民國一〇六年八月十一日

總行 設在 臺北市信託路四號

本公司 設在 臺北市信託路四號

本公司 設在 臺北市信託路四號

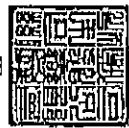
本股票 壹佰捌拾萬 股

新臺幣 壹仟捌佰萬 圓整

董事長 王長怡



中華民國 二月十一日 換發



107-NY-66960109



1,500,000 股

中華民國 中華民國

中華民國 中華民國

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司

EXCERPTS FROM THE REGISTER OF MEMBERS

股東名錄節錄

NAME OF MEMBER	ADDRESS	DATE OF ENTRY AS MEMBER	DATE OF RESOLUTION APPROVING ISSUE/ TRANSFER OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES ACQUIRED	CLASS OF SHARES	SOURCE OF SHARES	AMOUNT PAID THEREON	DATE OF DISPOSITION OF SHARES	METHOD OF DISPOSITION OF SHARES	NUMBER OF SHARES DISPOSED
EXCELLENCE RAISE OVERSEAS LIMITED	52E, Taipei 101 Tower, No.7, Sec. 5, Xinyi Rd., Taipei, Taiwan 1063 (R.O.C.)	13 Jun 2019		No Certificate Issued	1,609,000	Ordinary	Original Issue	In Full			
		15 Jul 2019		No Certificate Issued	131,999	Ordinary	Original Issue	In Full			
		31 Jul 2019		No Certificate Issued	2,249,245	Ordinary	Original Issue	In Full			
BALANCE OF SHARES									Ordinary	4,161,244	

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司



DATE: JULY 31, 2019

聯合生物製藥(控股)有限公司
United Biopharma (Holdings) Co., Ltd.

致 貴股東：
To Shareholders

本公司 2019 年度第一次現金增資，已於 2019 年 7 月 31 日辦理完成。本次現金增資共計發行 17,559,119 股普通股，共募得約美金 7,199,238.79 元（折合新臺幣約為 221,069,308 元）。

The Company's first cash capital increase of 2019 was completed on July 31, 2019. The Company issued 17,559,119 ordinary shares, raising a total of US\$7,199,238.79 (approximately NT\$221,069,308) as a result of this cash capital increase.

本公司謹以此函感謝 貴股東對於本公司之支持，使本公司在海外資本市場上市之計畫得以推展。未來，本公司將與國際接軌，以期在國際資本市場上取得更大規模的資金，加速公司產品開發，同時逐步將公司推向國際市場，吸引國際優秀與高階人才加入，朝國際生物醫藥公司之目標邁進。

The Company would like to take this opportunity to express our gratitude to our shareholders for continuously supporting us, thereby allowing the Company to make progress on our overseas listing plan. The Company will expand globally, so as to attract substantial financing on overseas capital markets to expedite the Company's product development in the future. We will also endeavor to promote ourselves in the global market, to attract talented and high-level personnel to the Company and to work toward becoming a multinational biotech company.

謹檢附 貴股東參與聯合生物製藥股份有限公司與本公司間組織重組計畫，以及/或本公司 2019 年第一次現金增資完成後之股東名簿節錄本。

We enclose the excerpts of the Company's register of members after (1) the completion of restructuring project executed by the Company and United Biopharma Inc.; and/or (2) the completion of the Company's first cash capital increase in 2019.



United Biopharma (Holdings) Co., Ltd.
聯合生物製藥(控股)有限公司

如有與服務相關之問題，請洽詢本公司承辦人：

If you have any questions about shareholder services, please contact our account officers:

鍾榮輝(Matthew Chung)；電話(Tel. No.)：+886-3-597-9288 ext 6200；matthew.chung@unitedbiopharma.com

何傳敏(Raymond Ho)；電話(Tel. No.)：+886-3-597-9288 ext 6201；raymond.ho@unitedbiopharma.com

傳真號碼(Fax No.)：+886-3-597-3155

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司

EXCERPTS FROM THE REGISTER OF MEMBERS

股東名簿節錄

NAME OF MEMBER	ADDRESS	DATE OF ENTRY AS MEMBER	DATE OF RESOLUTION APPROVING ISSUE/ TRANSFER OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES ACQUIRED	CLASS OF SHARES	SOURCE OF SHARES	AMOUNT PAID THEREON	DATE OF DISPOSSESSION OF SHARES	METHOD OF DISPOSSESSION OF SHARES	NUMBER OF SHARES DISPOSSESSED
HSH EXPRESS HOLDINGS LIMITED	52E, Taipei 104 Tower, No.7, Sec. 5 Xinyi Rd., Taipei, Taiwan 10423 (R.O.C.)	18 Jun 2019		No Certificate Issued	6,594,000	Ordinary	Original Issue	In Full			
		15 Jul 2019		No Certificate Issued	410,290	Ordinary	Original Issue	In Full			
BALANCE OF SHARES										Ordinary	7,004,290

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司



DATE: JULY 31, 2019

聯合生物製藥(控股)有限公司
United Biopharma (Holdings) Co., Ltd.

致 貴股東：
To Shareholders

本公司 2019 年度第一次現金增資，已於 2019 年 7 月 31 日辦理完成。本次現金增資共計發行 17,559,119 股普通股，共募得約美金 7,199,238.79 元（折合新臺幣約為 221,069,308 元）。

The Company's first cash capital increase of 2019 was completed on July 31, 2019. The Company issued 17,559,119 ordinary shares, raising a total of US\$7,199,238.79 (approximately NT\$221,069,308) as a result of this cash capital increase.

本公司謹以此函感謝 貴股東對於本公司之支持，使本公司在海外資本市場上市之計畫得以推展。未來，本公司將與國際接軌，以期在國際資本市場上取得更大規模的資金，加速公司產品開發，同時逐步將公司推向國際市場，吸引國際優秀與高階人才加入，朝國際生物醫藥公司之目標邁進。

The Company would like to take this opportunity to express our gratitude to our shareholders for continuously supporting us, thereby allowing the Company to make progress on our overseas listing plan. The Company will expand globally, so as to attract substantial financing on overseas capital markets to expedite the Company's product development in the future. We will also endeavor to promote ourselves in the global market, to attract talented and high-level personnel to the Company and to work toward becoming a multinational biotech company.

謹檢附 貴股東參與聯合生物製藥股份有限公司與本公司間組織重組計畫，以及/或本公司 2019 年第一次現金增資完成後之股東名簿節錄本。

We enclose the excerpts of the Company's register of members after (1) the completion of restructuring project executed by the Company and United Biopharma Inc.; and/or (2) the completion of the Company's first cash capital increase in 2019.



United Biopharma (Holdings) Co., Ltd.
聯合生物製藥(控股)有限公司

如有與股務相關之問題，請洽詢本公司承辦人：

If you have any questions about shareholder services, please contact our account officers:

鍾崇輝(Matthew Chung)：電話(Tel. No.)：+886-3-597-9288 ext 6200；matthew.chung@unitedbiopharma.com

何傳鏡(Raymond Ho)：電話(Tel. No.)：+886-3-597-9288 ext 6201；raymond.ho@unitedbiopharma.com

傳真號碼(Fax No.)：+886-3-597-3155

800738348 v2

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司

EXCERPTS FROM THE REGISTER OF MEMBERS

股東名簿節錄

NAME OF MEMBER	ADDRESS	DATE OF ENTRY AS MEMBER	DATE OF RESOLUTION APPROVING ISSUE/ TRANSFER OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES ACQUIRED	CLASS OF SHARES	SOURCE OF SHARES	AMOUNT PAID THEREON	DATE OF DISPOSSESSION OF SHARES	METHOD OF DISPOSSESSION OF SHARES	NUMBER OF SHARES DISPOSSESSED
JOLLY ADMIRE LIMITED	57B, Taipei 101 Tower, No. 7, Sec. 5, Xinyi Rd., Taipei, Taiwan 10001 (R.O.C.)	23 Jun 2019		No Certificate Issued	5,940,000	Ordinary	Original Issue	In Full			
		19 Jul 2019		No Certificate Issued	848,709	Ordinary	Original Issue	In Full			
BALANCE OF SHARES										Ordinary:	5,841,299

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司



DATE: JULY 31, 2019

聯合生物製藥(控股)有限公司
United Biopharma (Holdings) Co., Ltd.

致 貴股東：
To Shareholders

本公司 2019 年度第一次現金增資，已於 2019 年 7 月 31 日辦理完成。本次現金增資共計發行 17,559,119 股普通股，共募得約美金 7,199,238.79 元（折合新臺幣約為 221,069,308 元）。

The Company's first cash capital increase of 2019 was completed on July 31, 2019. The Company issued 17,559,119 ordinary shares, raising a total of US\$7,199,238.79 (approximately NT\$221,069,308) as a result of this cash capital increase.

本公司謹以此函感謝 貴股東對於本公司之支持，使本公司在海外資本市場上市之計畫得以推展。未來，本公司將與國際接軌，以期在國際資本市場上取得更大規模的資金，加速公司產品開發，同時逐步將公司推向國際市場，吸引國際優秀與高階人才加入，朝國際生物醫藥公司之目標邁進。

The Company would like to take this opportunity to express our gratitude to our shareholders for continuously supporting us, thereby allowing the Company to make progress on our overseas listing plan. The Company will expand globally, so as to attract substantial financing on overseas capital markets to expedite the Company's product development in the future. We will also endeavor to promote ourselves in the global market, to attract talented and high-level personnel to the Company and to work toward becoming a multinational biotech company.

謹檢附 貴股東參與聯合生物製藥股份有限公司與本公司間組織重組計畫，以及/或本公司 2019 年第一次現金增資完成後之股東名簿節錄本。

We enclose the excerpts of the Company's register of members after (1) the completion of restructuring project executed by the Company and United Biopharma Inc.; and/or (2) the completion of the Company's first cash capital increase in 2019.



United Biopharma (Holdings) Co., Ltd.
聯合生物製藥(控股)有限公司

如有與股務相關之問題，請洽詢本公司承辦人：

If you have any questions about shareholder services, please contact our account officers:

鍾榮輝(Matthew Chung)；電話(Tel. No.)：+886-3-597-9288 ext 6200；matthew.chung@unitedbiopharma.com

何傳駿(Raymond Ho)；電話(Tel. No.)：+886-3-597-9288 ext 6201；raymond.ho@unitedbiopharma.com

傳真號碼(Fax No.)：+886-3-597-3155

800738946 v2

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司

EXCERPTS FROM THE REGISTER OF MEMBERS

股東名簿節錄

NAME OF MEMBER	AGENCY	DATE OF ENTRY AS MEMBER	DATE OF RESOLUTION APPROVING ISSUE/TRANSFER OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES ACQUIRED	CLASS OF SHARES	SOURCE OF SHARES	AMOUNT PAID THEREON	DATE OF DISPOSSESSION OF SHARES	METHOD OF DISPOSSESSION OF SHARES	NUMBER OF SHARES DISPOSSESSED
EXCELLENCE RISE OVERSEAS LIMITED	52E, Taipei 101 Tower, No. 7, Sec. 5, Xin-Yi Rd., Taipei, Taiwan 11049 (R.O.C.)	13 Jun 2019		No Certificate issued	1,860,000	Ordinary	Original Issue	In Full			
		25 Jul 2019		No Certificate issued	227,999	Ordinary	Original Issue	In Full	Oct 3 2019	Transfer to SINO-PACIFIC AGENCY PARTNERS RMC LIMITED	111,999
		22 Aug 2019		No Certificate issued	2,249,245	Ordinary	Original Issue	In Full			
BALANCE OF SHARES									Ordinary	4,337,245	

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司



DATE: OCT 3, 2019

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司

EXCERPTS FROM THE REGISTER OF MEMBERS
股東名簿節錄

NAME OF MEMBER	ADDRESS	DATE OF ENTRY AS MEMBER	DATE OF RESOLUTION APPROVING ISSUE, TRANSFER OR SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES ACQUIRED	CLASS OF SHARES	SOURCE OF SHARES	AMOUNT PAID THEREON	DATE OF DISPOSSESSION OF SHARES	METHOD OF DISPOSSESSION OF SHARES	NUMBER OF SHARES DISPOSSESSED
JOLLY ADMIRER LIMITED	59F, Taipei 101 Tower, No. 7, Sec. 5, Xin-Yi Rd., Taipei, Taiwan 11049 (P.O.C)	13 Jun 2019		No Certificate issued	5,540,800	Ordinary	Original Issue	In Full			
		15 Jun 2019		No Certificate issued	344,709	Ordinary	Original Issue	In Full	Oct 3 2019	Transfer to SINO-PACIFIC AGENCY PARTNERS (HK) LIMITED	344,709
		Oct 3 2019		No Certificate issued	1,423,476	Ordinary	Transfer from CHIU JAMES HE	In Full			
Balance as at 31st Dec 2019											
1,764,276											

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
 聯合生物製藥(控股)有限公司



DATE: OCT 3, 2019

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
聯合生物製藥(控股)有限公司

EXCERPTS FROM THE REGISTER OF MEMBERS
股東名簿節錄

NAME OF MEMBER	ADDRESS	DATE OF ENTRY AS MEMBER	DATE OF RESOLUTION APPROVING ISSUE/ TRANSFER OF SHARES	CERTIFICATE NUMBER	NUMBER OF SHARES ACQUIRED	CLASS OF SHARES	SOURCE OF SHARES	AMOUNT PAID THEREON	DATE OF DISPOSITION OF SHARES	METHOD OF DISPOSITION OF SHARES	NUMBER OF SHARES DISPOSED
HIGH EXPRESS HOLDINGS LIMITED	52E, Taipei 101 Tower, No. 7, Sec. 5, Xinyi Rd., Taipei, Taiwan 1049 (R.O.C)	31 Aug 2019		No Certificate issued	6,594,000	Ordinary	Original issue	In Full	Oct 3 2019	Transfer to SINO-PACIFIC AGENCY PARTNERS PRC LIMITED	3,142,290
									Oct 3 2019	Transfer to LYIN YUN CHIEN	100,000
									Oct 3 2019	Transfer to NEW GROUP DEVELOPMENT LIMITED	2,081,000
									Oct 3 2019	Transfer to GLOWY DREAM LIMITED	467,000
									Oct 3 2019	Transfer to CTC PARTNERS, LTD.	712,000
									Oct 3 2019	Transfer to CHU JAMES JE	300,000
									Oct 3 2019	Transfer to GOAL CASH HOLDING LIMITED	60,000
									Oct 7 2019	Transfer to CHU SHERRY YUJIANG	202,500
									Oct 3 2019	Transfer to WANG YONG YANG	75,000
		15 Jul 2019		No Certificate issued	430,200	Ordinary	Original issue	In Full			
BALANCE OF SHARES											

UNITED BIOPHARMA (HOLDINGS) CO., LTD.
 聯合生物製藥(控股)有限公司



DATE: OCT 3, 2019

WAI & Co., SOLICITORS 衛氏律師行

Unit D, 20/F, Eton Building, No.288 Des Voeux Road Central, Hong Kong

香港上環德輔道中 288 號易通商業大廈 20 樓 D 室

Tel 電話 : (852) 2505 3911

Fax 傳真 : (852) 2505 3977

Our Ref: WW/18/11/692/LIT/WW

Date: 10th December 2019

Your Ref: GUY/LNF/71299-5

BY FAX (3983 7766) & BY POST

Holman Fenwick Willan
Solicitors for the Plaintiff
15/F Tower One,
Lippo Centre,
89 Queensway, Admiralty,
Hong Kong

Dear Sirs,

Re: HCCL 4/2017

We refer to your letter dated 9th December 2019.

We are instructed to confirm that:

(1) 5,440,000 shares previously held by Jolly Admire Limited in United Biopharma Inc have been converted into a similar number of new shares by way of exchange in United Biopharma (Holdings) Co., Limited;

(2) 1,810,000 shares held by High Express Holdings Limited in United Biopharma Inc., have been converted into a similar number of new shares by way of exchange in the United Biopharma (Holdings) Co., Ltd; and

(3) in each case those new shares are still held by Jolly Admire and High Express respectively and subject to the terms of the proprietary injunction dated 14 November 2018 and in particular to paragraph 2 thereof.

Thank you for your kind attention.

Yours faithfully,

WAI & CO., SOLICITORS

PRINCIPAL
WAI PUI SHUEN
衛琬儀律師
LL.B PGDip (EU Competition Law)
LL.M (Chinese Law) LL.M (S'Gt)
Civil Celebrant of Marriages

CONSULTANT
RESSOS ALEXANDER

REGISTERED FOREIGN LAWYER
ZU XIAOTONG
朱曉彤律師
PRC

STOP NOTICE

TO: **UNITED BIOPHARMA (HOLDINGS) CO., LIMITED** c/- Maples Corporate
Services Limited, P. O. Box 309 , Ugland House, South Church Street, George
Town, Grand Cayman KY1-1104, Cayman Islands

TAKE NOTICE that the securities comprised in and subject to the trusts of the settlement referred to in the affidavit to which this notice is annexed consist of the following:

1. 5,540,000 shares now or in the future owned by Jolly Admire Limited in the Company ("**Jolly Admire Shares**");
2. 1,965,500 shares now or in the future owned by High Express Holdings Limited in the Company ("**High Express Shares**", together with the Jolly Admire Shares, the "**Shares**");
3. any shares acquired in respect of Shares by reason of a stock split, stock dividend, reclassification or otherwise.

This notice is intended to stop the transfer of the said securities or payment of any dividend in respect thereof without first giving fourteen days' notice in writing to ANZ Commodity Trading Pty Ltd, and not the payment of any dividend or interest thereon.



Name: **James Patrick Lee Bitossi**

Position: Authorised Signatory

For and on behalf of: ANZ Commodity Trading Pty Ltd

NOTE: No transfer of the securities referred to above shall be registered or any dividend shall be paid in respect thereof until fourteen days after sending notice thereof to the following person (on whose behalf the stop notice has been filed):

ANZ Commodity Trading Pty Ltd, c/- Walkers, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands (reference JC/H20209).



NC0K0N0A8A

NOTARIAL CERTIFICATE

TO ALL TO WHOM these presents shall come

I, Ng Yong Ern Raymond, NOTARY PUBLIC duly admitted, authorised to practise in the Republic of Singapore, DO HEREBY CERTIFY

that I was present and did see **JAMES PATRICK LEE BITOSS**, holder of Republic of Singapore FIN No. G3265359L, duly sign the attached **AFFIDAVIT OF JAMES PATRICK LEE BITOSS** on the date thereinstated relating to the matters as described therein.

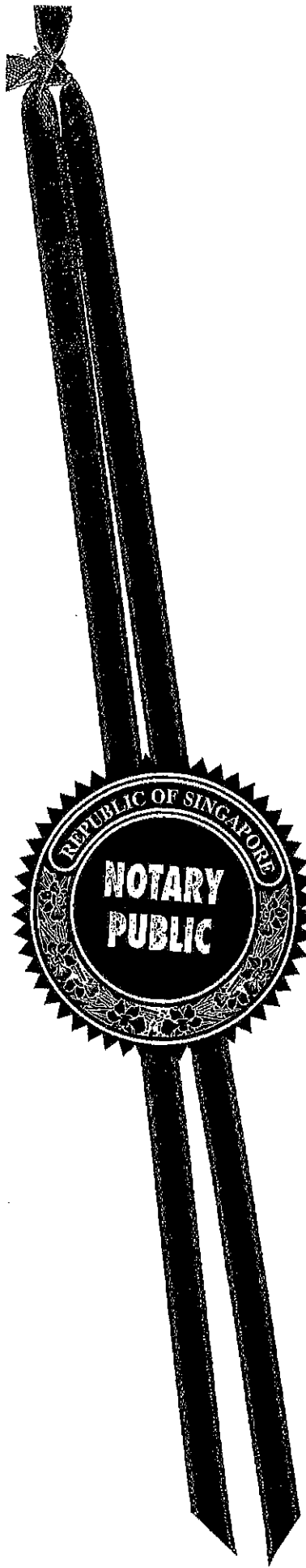
The signature is of the proper handwriting of the said signatory.

IN FAITH AND TESTIMONY whereof I the said notary have subscribed my name and set and affixed my seal of office at Singapore, this 23rd day of January 2020.

NOTARY PUBLIC
SINGAPORE



By virtue of Rule 8(3)(c) of the Notaries Public Rules, a Notarial Certificate must be authenticated by the Singapore Academy of Law in order to be valid.



To verify the issuance of
this *Authentication
Certificate*, go to
Legalisation.sal.sg
or scan QR code:

This *Authentication Certificate* only certifies the
authenticity of the signature and the capacity of the
person who signed the Notarial Certificate.

This *Authentication Certificate* is not valid if the seal of
the Singapore Academy of Law is removed or altered in
any way whatsoever. This Certificate does not
authenticate or confirm the content of the Document
attached to the annexed Notarial Certificate.



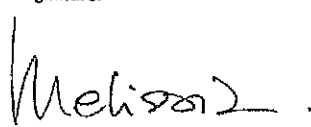
Verification code:
01578889

Authentication

1. Country:	Singapore
2. This public document has been signed by:	Ng Yong Ern Raymond
3. Acting in the capacity of:	Notary Public
4. Bears the seal/stamp:	Notary Public

Certified

5. Authentication Cert No.:	AC0K0000U1
6. At:	Singapore Academy of Law
7. The:	24th January 2020
8. By:	Melissa Goh, Deputy Director, SAL

9. SAL Certification Seal:	10. Signature: 
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