



IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD OF 2020 ( )

IN THE MATTER OF THE COMPANIES LAW (2020 REVISION)

AND IN THE MATTER OF ORIENTAL DRAGON CORPORATION

---

WINDING UP PETITION

---

To the Grand Court:

This humble petition of the petitioning creditor, BCSEAL Ltd, whose registered office address is Abbey House, Easby, North Yorkshire, DL10 7EU, United Kingdom (the "Petitioner") shows that:-

1. Oriental Dragon Corporation (the "Company") was incorporated in the Cayman Islands as an exempt limited company on 10 March 2006, with registration number 164186. Its registered office address is c/o McGrath Tonner Corporate Services Ltd, PO Box 446, 5<sup>th</sup> Floor Genesis Building, Genesis Close, George Town, Grand Cayman, KY1-1106. It has not, so far as the Petitioner is aware, changed its name.
2. So far as the Petitioner is aware, the Company operates in the Cayman Islands only. The Company's executives are non-English speaking individuals.
3. The Petitioner is a company registered in England and Wales which provides cross-cultural business communication and English and Chinese interpretation and translation services.

The Debt

4. On 1 August 2019 the Petitioner and the Company entered into an agreement entitled the "Translation and Court Document Explanation Services Agreement" whereby the Petitioner agreed to provide Chinese and English translation services to the Company and explanations concerning court documents issued in legal proceedings continuing

against the Company in the Supreme Court of New York (the “**Services**”), in consideration for which the Company agreed to pay the Petitioner a fee (the “**Agreement**”). A copy of the Agreement is annexed to this Petition at Annex A.

5. Clause 3 of the Agreement provides that:
  - a. the Agreement has an initial minimum term of 3 months (1 August 2019 to 31 October 2019);
  - b. the Company will pay the Petitioner USD \$5,000 per month for the Services; and
  - c. the Company would pay the amount due to the Petitioner within 10 days of the Petitioner's invoice being issued.
6. The Petitioner provided the Services to the Company in accordance with the terms of the Agreement between 1 August 2019 and 31 October 2019 and on 7 November 2019, the Petitioner issued the Company with an invoice for payment in the sum of USD \$15,000 (the “Invoice”). A copy of the Invoice is attached at Annex B.
7. The Company failed to pay the Invoice within 10 days in accordance with Clause 3 of the Agreement.

#### Statutory Demand

8. On 19 August 2020, the Petitioner served a statutory demand on the Company demanding payment of USD \$ 15,000, together with interest from 18 November 2019 to 19 August 2020 at the rate of 2 3/8 % per annum pursuant to the Judicature Law (as revised) and the Judgment Debts (Rate of Interest) Rules (as revised) (USD \$267.72) and gave notice that interest would continue to accrue until the debt is paid.
9. No response has been received to the statutory demand and as at the date of this Petition the sum demanded has not been paid.

#### Basis of petition to wind up the Company

10. The Petition seeks the winding up of the Company in accordance with section 92 (d) of the Companies Law (2020 Revision) (“Companies Law”) on the basis that the Company is unable to pay its debts. The Petitioners rely on section 93(a) and/or

section 93(c) of the Companies Law.

Nomination

11. The Petitioners nominate Russell Homer and Karen Scott of Chris Johnson Associates Ltd. of Elizabethan Square, 80 Shedden Road, George Town., Grand Cayman KY1-1104, Cayman Islands for appointment as official liquidators of the Company.

Your Petitioner(s) therefore humbly pray(s) that:-

- (1) The Company be wound up in accordance with the Companies Law;
- (2) Russell Homer and Karen Scott of Chris Johnson Associates Ltd. be appointed as joint official liquidators (“JOLs”) of the Company;
- (3) The JOLs be authorized to exercise any of the powers listed in the Third Schedule to the Companies Law;
- (4) The JOLs be authorized to do any act or thing considered by them to be necessary or desirable in connection with the liquidation of the Company and the winding up of its affairs;
- (5) The JOLs do file with the Clerk of the Court a report in writing of the position of the Company and the progress which the liquidators have made with the winding up of the Company, with the realization of its assets and in relation to any other matters connected to the winding up of the Company, at such time and in such manner as the Court may direct;
- (6) The JOLs be at liberty to appoint such counsel, attorneys, professional advisors, whether in the Cayman Islands or elsewhere, as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they may think fit and to remunerate them out of the assets of the Company;
- (7) No disposition of the Company’s property by or with the authority of the JOLs in carrying out their duties and functions and exercise of their powers under this Order shall be voided by virtue of section 99 of the Companies Law;
- (8) The JOLs and their staff be remunerated for their professional services and time in accordance with Part III of the Insolvency Practitioners’ Regulations, 2018;
- (9) The JOLs be at liberty to apply generally;

- (10) The costs of the Petition and the petitioner be paid forthwith out of the assets of the Company on the indemnity basis;
- (11) Such further or other relief be granted as the Court deems appropriate;
- (12) Any other orders and directions.

AND your Petitioner will ever pray etc.

Dated the 16<sup>th</sup> day of September 2020

A handwritten signature in cursive script, appearing to read "McGrath Tonner", is written over a horizontal line.

McGrath Tonner

Attorneys for the Petitioner

NOTE: This petition is intended to be served on the Company

This Petition was presented by: McGrath Tonner whose address for service is 5<sup>th</sup> Floor Genesis Building, PO Box 446, George Town, Grand Cayman, Cayman Islands, KY1-1106

**NOTICE OF HEARING**

**TAKE NOTICE THAT** the hearing of this petition will take place at the Law Courts, George Town, Grand Cayman, on \_\_\_\_\_ at 10.00am.

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

## **Annex A**

Translation and Court Document Explanation Services Agreement

## 翻译及法院文件说明服务协议

### Translation and Court Documents Explanation Services Agreement

This Agreement is signed on 1st August, 2019 in Qingdao, Shandong Province, China, based on friendly discussions, equality, willingness and mutual benefit.

本协议由以下双方在友好协、平等、自愿、互利互惠的基础上，于2019年8月1日在中国山东青岛签署。

**Parties (hereafter "Parties"):**

合同双方:

**Party A: Oriental Dragon Corporation**

Business Address: P.O Box 2510 GT, Grand Cayman E9 00000

Represented by: Chairman Jiang Zhide

Contact for Notices: address above or [jiangyong118@126.com](mailto:jiangyong118@126.com)

**Party B: BCSEAL Limited**

Business Address: Abbey House, Easby, North Yorkshire, DL10 7EU, United Kingdom

Represented by: Mr. Timothy Clissold

Contact for Notices: address above or [tcclissold@hotmail.com](mailto:tcclissold@hotmail.com)

甲方: 东方龙公司

商务地址: P.O Box 2510 GT, Grand Cayman E9 00000

负责人: 姜志德董事长

通讯地址: 上述地址或 [jiangyong118@126.com](mailto:jiangyong118@126.com)

乙方: 英国 BCSEAL 有限公司

商务地址: Abbey House, Easby, North Yorkshire, DL10 7EU, United Kingdom

负责人: Tim Clissold 先生

通讯地址: 上述地址或 [tcclissold@hotmail.com](mailto:tcclissold@hotmail.com)

Party A is a Cayman Islands registered company which has involved as defendant in a lawsuit with Supreme Court of the State of New York Index No 652110/2016.

甲方是一家注册于开曼群岛的公司，作为被告方涉及到纽约州最高法院第652110/2016号诉讼案。

Party B is a UK registered company, experienced in cross-cultural business communication and providing English and Chinese interpretation and translation services and court documents explanation services.

乙方为一家注册于英国的公司，长期从事跨文化商务沟通工作，擅长提供中英口译及笔译翻译服务及对法院文件做出说明。

Party A needs to communicate with Court Appointed Receiver and Plaintiffs in relation to the above lawsuit, and hereby decides to engage Party B to provide services of Chinese-English translation and explanation of the court documents issued by the Supreme Court of the State of New York.

甲方需要就上述诉讼案与法院指定接管人及原告方等进行沟通，现决定聘请乙方提供中英文翻译服务及纽约法院裁决文件的说明服务。

### 1. Responsibility of Two Parties 双方各自的责任

Party A shall provide copies of the court documents and necessary background information in relation to the above lawsuit. Party B shall provide interpretation and translation services to Party A regarding its communication with Court Appointed Receiver and Plaintiffs and relevant parties, and provide explanations concerning documents submitted to or received from the Court, the Receiver or the Plaintiffs.

甲方须向乙方提供有关法院文件的副本及与该诉讼案相关的必要背景信息。乙方须按甲方要求在其与法院指定接管人、原告及其他相关方等进行沟通时提供口译及笔译服务，并就向法院、接管人或原告提交的或从法院、接管人或原告处接收到的文件做出说明。

### 2. Payment of Service Fees 服务费用支付

Party A shall pay Party B US\$5,000 per month as service fee, with an initial term of three (3) months. Party B shall invoice for its services on 31 October, 2019 and Party A should make a onetime payment to the bank account designated by Party B within 10 working days after the receipt of the invoice.

甲方将向乙方每月支付 5000 美元作为服务费，首期服务期限为三（3）个月。乙方应于 2019 年 10 月 31 日将服务费发票提供给甲方，甲方须在收到发票后十个工作日内将服务费一次性汇给乙方指定账户。

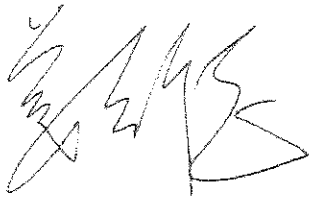
### 3. Governing Law and Dispute Resolution 适用法律及争议解决

The governing law shall be the law of the Cayman Islands.  
本合同适用开曼群岛法律。

4. This Agreement is written in English and Chinese. In the absence of manifest error, the Chinese shall prevail.

本协议以中英两种语言书就，如无明显错误，以中文文本为准。

5. This Agreement shall have two copies, each Party shall keep one copy.  
本协议一式两份，双方各执一份，均具有同等法律效力。



Party A: Jiang Zhidie  
Chairman, Oriental Dragon Corporation  
甲方：姜志迪  
东方龙业有限公司董事长

Party B: Timothy Clissold  
BCSEAL Limited  
乙方：Timothy Clissold  
英国 BCSEAL 有限公司

**Schedule 2**

**The Invoice**

BCSEAL Limited  
Abbey House  
Easby  
North Yorkshire  
DL10 7EU

Oriental Dragon Corporation  
PO Box 2510, GT,  
Grand Cayman E9 00000

Attention: Chairman Jiang Zhide

7<sup>th</sup> November, 2019

## Invoice

Number: 00364

Fees due under the Translation and Court Document  
Explanation Services Agreement  
dated 1 August, 2019,  
for the three months ended 31 October, 2019

\$US15,000=00

Please remit within 10 days to:

Beneficiary: BCSEAL Limited  
Account Number: 33195168  
Beneficiary Bank: Lloyds Bank  
Address: 21-23 Northgate, Darlington. DL1 1TL  
Sort Code: 30-84-43  
BIC: LOYDGB21755  
IBAN: GB52 LOYD 3084 4333 1951 68



**THE COMPANIES LAW (AS REVISED)**  
**STATUTORY DEMAND UNDER SECTION 93**

To: Oriental Dragon Corporation  
(formerly known as Emerald Acquisition Corporation) (the "Company")

Address: c/o McGrath Tonner Corporate Services Ltd  
PO Box 446  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
George Town  
Grand Cayman  
KY1-1106

This demand is served on the Company by:

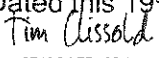
BCSEAL Ltd. (the "Creditor")

Address: Abbey House  
Easby  
North Yorkshire  
DL10 7EU  
United Kingdom

The Creditor claims that the Company owes the sum of US\$ 15,000, particulars of which are stated overleaf.

The Creditor demands that the Company do pay this debt or secure or compound for it to the Creditor's satisfaction.

If payment of this debt is not made within twenty-one (21) days of the date upon which this statutory demand is served on the Company's registered office, the Company will be deemed to be insolvent and a winding up petition may be presented against the Company in accordance with section 92(d) of the Companies Law.

DocuSigned by:  
Dated this 19<sup>th</sup> day of August 2020  
  
3748CCFD12D149C...

Signature

Name: Tim Clissold

Title: Director of BCSEAL Ltd.

Address: c/o McGrath Tonner Attorneys, PO Box 446, 5<sup>th</sup> Floor Genesis Building, Genesis Close, George Town, Grand Cayman, Cayman Islands, KY1-1106

## PARTICULARS OF THE DEBT

The Company is an exempt limited company registered in the Cayman Islands, whose executives are non-English speaking individuals.

The Creditor is a company registered in England and Wales which provides cross-cultural business communication and English and Chinese interpretation and translation services.

On 1 August 2019 the Creditor and the Company entered into an agreement entitled the "Translation and Court Document Explanation Services Agreement" whereby the Creditor agreed to provide Chinese and English translation services to the Company and explanations concerning court documents issued in legal proceedings continuing against the Company in the Supreme Court of New York (the "Services"), in consideration for which the Company agreed to pay the Creditor a fee (the "Agreement").

A copy of the Agreement is annexed to this Statutory Demand at Schedule I.

Clause 3 of the Agreement provides that:

1. the Agreement has an initial minimum term of 3 months (1 August 2019 to 31 October 2019);
2. The Company will pay the Creditor USD \$5,000 per month for the Services; and
3. the Company would pay the amount due to the Creditor within 10 days of the Creditor's invoice being issued.

The Creditor provided the Services to the Company in accordance with the terms of the Agreement between 1 August 2019 and 31 October 2019 and on 7 November 2019, the Creditor issued the Company with an invoice for payment in the sum of USD \$15,000 (the "Invoice").

A copy of the Invoice is attached at Schedule 2.

The Company failed to pay the Invoice within 10 days in accordance with Clause 3 of the Agreement, and as at the date of this Statutory Demand the Invoice remains outstanding in full.

The Creditor claims interest on the sum unpaid from 18 November 2019 at the rate of 2 3/8 % per annum pursuant to the Judicature Law (as revised) and the Judgment Debts (Rate of Interest) Rules (as revised) until the date of payment.

Interest is calculated from 18 November 2019 at the daily rate of \$0.97. The interest that has accrued to 19 August 2020 (276 days) is \$267.72.

Accordingly, the Creditor hereby demands payment of US\$ 15,267.72.

## HOW TO COMPLY WITH THIS STATUTORY DEMAND

1. If the Company wishes to avoid a winding up petition being presented, the amount due must be paid within **twenty-one (21) days**.
2. Alternatively, it is open to the Company to seek to negotiate a settlement with the Creditor,

failing which the amount due must be paid within twenty-one (21) days.

3. Payment may be made by transferring funds to the Creditor's account c/o McGrath Tonner, the details of which are as follows:

Local transfers to:

Bank of Butterfield (Cayman) Ltd, George Town, Grand Cayman, Cayman Islands

Account name: McGrath Tonner

Client account KYD: 1361553310052

Client account USD: 8401553310042

International wire transfers to:

Bank of Butterfield (Cayman) Ltd, George Town, Grand Cayman, Cayman Islands

Account name: McGrath Tonner

Account number: 8401553310042

Swift/BIC: BNTBKYYXXX

Payment Reference: 14688-001