



IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO FSD OF 2026 ()

BETWEEN:

(1) TB MGMT LLC
(2) TB EXECUTIVES UNITY HOLDING LIMITED

PLAINTIFFS

and

TAIBANG BIOLOGICAL LTD

DEFENDANT

WRIT OF SUMMONS

TO: Taibang Biological Ltd
c/o Maples Corporate Services Limited
P.O. Box 309
Ugland House
South Church Street
George Town
Grand Cayman KY1-1104
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs c/o Campbells LLP, Floor Four, Willow House, Cricket Square, George Town, Cayman Islands, KY1-9010 in respect of the claims set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands,

the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 27th day of March 2026

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

GENERAL INDORSEMENT

1. By a Second Amended and Restated Memorandum and Articles of Association dated 27 November 2023 (the "**M&AA**") and a Shareholders Agreement dated 27 November 2023 (the "**SHA**"), the parties regulated the affairs of the Defendant.
2. Article 11 of the M&AA and Section 6 of the SHA (the "**Management Redemption Rights**") provide, *inter alia*, that upon the occurrence of a "*Redemption Event*" the holders of "*Redemption Shares*" are entitled to compel the Defendant to redeem such shares at a "*Redemption Price*" equivalent to the "*Fair Market Value*" thereof (as those terms are defined in the M&AA and SHA).
3. The First Plaintiff holds 282,509 shares in the Defendant and the Second Plaintiff holds 392,600 shares in the Defendant. Of these, all of the First Plaintiff's shares and 182,600 of the Second Plaintiff's shares (i.e. 465,109 shares in total) constitute Redemption Shares corresponding to Mr Joseph Chow ("**Mr Chow**"), who was at all relevant times the Chairman of the Defendant.
4. On 12 December 2024, the board of directors of the Defendant resolved to remove Mr Chow as Chairman. The board of directors of the Defendant did not state it was removing Mr Chow as

Chairman for "Cause" (as that term is defined in the M&AA and SHA) and no grounds to remove Mr Chow for Cause existed in any event. Article 11.1 of the M&AA and Section 6.1 of the SHA provide that such removal constitutes a Redemption Event entitling the holders of the relevant Redemption Shares to exercise the Management Redemption Rights. On the same date, the First Plaintiff and the Second Plaintiff issued Redemption Notices to the Defendant exercising their right to redeem the Redemption Shares corresponding to Mr Chow (the "**Redemption**").

5. Notwithstanding the foregoing, and despite initially engaging in discussions regarding the terms of the Redemption (during which the Defendant itself proposed a Fair Market Value of US\$186.01 per share), the Defendant has failed and/or refused to redeem the Redemption Shares in breach of its obligations under the M&AA and the SHA.

The Plaintiffs claim:

1. An order for specific performance compelling the Defendant to redeem the Redemption Shares at a price of US\$186.01 per share, translating to a total price of US\$52,549,499.09 to be paid to the First Plaintiff and US\$33,965,426.00 to be paid to the Second Plaintiff (or a price at such Fair Market Value as the Court may determine).
2. Such further or other relief as this Honourable Court sees fit.
3. Costs.

Dated: 27 March 2026



CAMPBELLS LLP
Attorneys-at-Law for the Plaintiffs

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ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

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

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

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

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

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
☐ yes ☐ no

3. If the claim against the Defendant is for a debt or liquidated demand, AND s/he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)
☐ yes ☐ no ☐ N/A

Service of the Writ is acknowledged accordingly

(Signed)

..... [Attorneys for the Defendant]

Address for service: (*see overleaf*)

NOTES ON ADDRESS FOR SERVICE

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

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

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

Campbells LLP
Floor 4 Willow House
Cricket Square
George Town
Grand Cayman KY1-9010
Ref: 46122/46123

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

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

OF WRIT OF SUMMONS

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

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

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

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

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

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

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

See over for notes for guidance

NOTES FOR GUIDANCE

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