D COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD OF 2026

BETWEEN:

TONY BOBULINSKI

Plaintiff

-AND-

(1) HUGH DICKSON

(2) DAVID BENNETT

(3) JOHN ROYLE

Defendants

WRIT OF SUMMONS

TO: Hugh Dickson formerly of Grant Thornton Specialist Services (Cayman) Limited, 2nd Floor, Century Yard, Cricket Square, P.O. Box 1044, Grand Cayman, Cayman Islands KY1-1102.

David Bennett of 16 Kerrison Road, London, United Kingdom W5 5NW.

John Royle of Grant Thornton Specialist Services (Cayman) Limited, 2nd Floor, Century Yard, Cricket Square, P.O. Box 1044, Grand Cayman, Cayman Islands KY1-1102.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff c/o McGrath Tonner LLP, 5th Floor, Genesis Building, George Town, Grand Cayman, Cayman Islands in respect of the claim set out on the next page.

Within 14 days (or, if leave is required to effect service out of the jurisdiction, such other period as is specified by the Order of Court granting leave to serve out of the jurisdiction) 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,

This Writ was issued by McGrath Tonner LLP, attorneys at law for the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, George Town, Grand Cayman, PO Box 446 GT, KY1 1106.

P.O. Box 495G, George Town, Grand Cayman, 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 within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 27th day of May 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

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1. The First and Second Defendants were appointed joint provisional liquidators of China Branding Group Limited (in Official Liquidation) (the **Company**) on 2 June 2016 and joint official liquidators of the Company on 18 August 2016 (the **Original JOLs**).

2. On 5 January 2024 the Third Defendant was appointed replacement official liquidator of the Company and, from that date, has had conduct of the liquidation and of the assets and proceeds derived from the transactions pleaded below. On the same date, the Original JOLs were removed as official liquidators.

3. The Plaintiff and the Company entered into a pledge agreement dated 15 April 2015 (the **Pledge Agreement**), whereby the Company agreed that certain assets as defined in the Pledge Agreement be secured as collateral for debts owed by the Company to the Plaintiff, being a loan in the principal amount of US$650,000 advanced under a promissory note and related amendment (together, the **Secured Obligations**). The assets subject to the Pledge Agreement are referred to as the **Collateral**.

4. Under the terms of the Pledge Agreement, the Plaintiff had and has a valid, first priority, continuing security interest in the Collateral and those assets could not be transferred by the Company and/or the Defendants without the express written consent of the Plaintiff. The Pledge Agreement provides, among other things, that: (a) on the occurrence of an event of default the Plaintiff may exercise all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law; (b) no term of the Pledge Agreement may be amended, modified, supplemented, terminated or waived except in writing signed by the Plaintiff and the Company; and (c) the security interest created is a continuing first priority lien and security interest in the Collateral which remains in full force and effect until payment and performance in full of the Secured Obligations.

5. Pursuant to section 110 of the Companies Law (2016 Revision) and all revisions thereafter, the Defendants were under a statutory obligation to collect, realise and distribute the assets of the Company to its creditors. Assets which were subject to a security interest in favour of a creditor are not assets of a company for these purposes. Pursuant to sections 110, 140 and 142, the Defendants owed a statutory duty to the Plaintiff not to apply assets which were subject to a security interest to meet unsecured claims of the estate or to pay expenses in the liquidation and to transfer secured assets or the value of those assets to the Plaintiff.

6. By certain transactions, including: (a) an Assignment and Assumption Agreement dated as being effective 20 September 2016 (the **AAA**); and (b) an Asset Purchase Agreement dated 20 September 2016 (the **APA**), the First and Second Defendants, in their capacities as joint official liquidators of the Company, procured and/or executed: (i) the transfer of assets subject to the Collateral to RAAD Productions LLC (**RAAD**) and the subsequent transfer of RAAD to Remark Media Inc (**Remark**); and (ii) the transfer of all of the Company's remaining assets to KanKan Limited (**KanKan**), a subsidiary of Remark (together, the **Transfers**). The Original JOLs did not obtain the written consent of the Plaintiff to transfer any of the Collateral and did not obtain the authorisation of the Grand Court to transfer the Collateral.

7. The Original JOLs took the decision not to disclose the proposed transfer of the Company's assets to RAAD, nor the Transfers more generally, to the Plaintiff or to the Grand Court prior to the Transfers being effected, and took the decision not to disclose the Transfers at any time prior to the Plaintiff discovering the same on or about 5 April 2021 during the course of depositions given by the Company's former Chief Executive Officer, Mr Adam Roseman, in separate legal proceedings in the United States.

8. The Plaintiff would not have consented to any transfer of the Collateral, or any transaction the effect of which was to dispose of the Collateral or its value, unless the Secured Obligations and all accrued interest and legal costs owing to him were paid in full, alternatively, unless monies equivalent to the full value of the Collateral were paid to him or otherwise set aside for his benefit.

9. As a result of the Transfers, cash in the sum of approximately US$5,710,096 was received into the liquidation estate of the Company, being the traceable proceeds of the Collateral and the Company's other assets disposed of under the Transfers (the **Proceeds**). The Proceeds were received and held initially by the Original JOLs and, in due course, by the Third Defendant as the current official liquidator of the Company.

10. At all material times the Plaintiff was and remains a secured creditor of the Company in respect of the Secured Obligations plus interest and legal costs. The Proceeds and any other property and cash representing the traceable value of the Collateral were and are subject to the Plaintiff's security interest and, to that extent, were not available to be dealt with or distributed other than in accordance with the Plaintiff's rights as secured creditor.

11. The transfer of the Collateral and the failure to account to the Plaintiff for the value of the Collateral were breaches of the statutory duties owed by the Defendants to the Plaintiff. Had these statutory duties not been breached, the Plaintiff would have been repaid in full in respect of the monies due to him by the Company.

12. To the extent that the Defendants have received value obtained as a result of the Transfers which was subject to the Plaintiff's security rights under the Pledge Agreement, the Defendants held and hold the same on trust for the benefit of the Plaintiff and/or are liable to account to the Plaintiff in equity, and the value of such property was and remains the property of the Plaintiff.

13. Further or alternatively, to the extent that the Defendants have received value obtained as a result of the Transfers which was subject to the Plaintiff's security rights under the Pledge Agreement, such value was had and received by the Defendants when, in equity and good conscience, it ought to have been paid or transferred to the Plaintiff, and/or the Defendants have been unjustly enriched at the Plaintiff's expense.

14. Further or alternatively, to the extent that the Defendants received the Proceeds or any part of them on the mistaken basis that such Proceeds were not subject to a security interest in favour of the Plaintiff and were free assets of the estate, it would be unjust for the Defendants to retain the same and they are obliged to make restitution of such value to the Plaintiff.

15. The Defendants owed and owe the Plaintiff: (a) a duty of care to protect and have proper regard to the Plaintiff's interests and rights as a secured creditor under the Pledge Agreement; and/or (b) a fiduciary and/or equitable duty to the like effect in administering and dealing with the Collateral and its proceeds.

16. By procuring and/or executing the Transfers and by their conduct in respect of the Collateral and the Proceeds before, during and after the Transfers, including their non-disclosure of the Transfers to the Plaintiff and the Court, the Defendants have: (a) acted negligently and/or in breach of their fiduciary and/or equitable duties to the Plaintiff; (b) received property which was subject to the Plaintiff's security rights in a manner by which it is unconscionable for them to retain the property or the benefit of the property.

17. The Original JOLs, together with the Company and RAAD, committed a wrongful act of dominion and/or interference in the Plaintiff's property rights in the Collateral by transferring the same to RAAD and KanKan without consent of the Plaintiff or legal authority to do so and thereby converted the same to the use of RAAD and/or KanKan as a matter of California law. As a result, the Plaintiff suffered loss and damage.

18. Further or alternatively, the Original JOLs were aware of the terms of the Pledge Agreement, knew of the essential facts by which the Transfers were a breach and induced and/or played more than a minimis part in the Company's breach of contract so as to be liable for inducing the breach of the Pledge Agreement and/or as an accessory to that breach by acting with common design with the Company thereby causing loss and damage to the Plaintiff.

19. Further or alternatively, the Original JOLs aided and abetted the Company's breach of contract and conversion of the Collateral, thereby causing loss and damage to the Plaintiff as a matter of California law.

20. Further, the Original JOLs acted in combination with each other and with the Company to procure and execute the Transfers in a manner which constituted breaches of the Pledge Agreement, conversion of the Collateral and wrongful transfers of the Collateral without authority and intended to cause injury to the Plaintiff by said conduct, and thereby engaged in an unlawful means conspiracy actionable by the Plaintiff.

21. By reason of the matters aforesaid, including the breaches of duty and conspiracy of the Defendants, the Plaintiff has suffered loss and damage, including but not limited to: (a) a reduction in the extent and value of the Plaintiff's secured assets and security; and (b) legal and

other costs incurred by the Plaintiff in seeking to protect and vindicate his rights as a secured creditor.

AND THE PLAINTIFF CLAIMS:

(a) A declaration that the value of the Collateral and/or the traceable value of the same (including the Proceeds and any cash now held in the estate of the Company) is subject to the Plaintiff's security interest.

(b) Orders that the Third Defendant, as current official liquidator of the Company, transfer and/or pay to the Plaintiff the property and monies identified in paragraph (a) above in satisfaction, or towards satisfaction, of the Secured Obligations, together with interest and legal costs.

(c) An order that the Defendants transfer and/or pay to the Plaintiff the value of all monies and property had and received by them which represent the Collateral or its traceable proceeds and which ought to have been paid or transferred to the Plaintiff.

(d) Damages for breach of duty, breach of statutory duty, unlawful means conspiracy, procuring and/or inducing breach of the Pledge Agreement and/or as an accessory to the breach of contract, including damages reflecting any shortfall after application of estate assets to the Secured Obligations.

(e) Further or alternatively, compensation in equity, including equitable compensation for breach of trust and/or breach of fiduciary and/or equitable duty.

(f) Further or alternatively, restitution of the value transferred unjustly to the Defendants and/or received by them by reason of a mistake.

(g) An account and/or inquiry as to: (i) all property and monies received by the Defendants (or any of them) as a result of the Transfers; and (ii) all dealings with the Collateral and its proceeds.

(h) Orders for the transfer and/or payment of monies and property to the Plaintiff as may be required upon the taking of such account and/or inquiry.

(i) Interest pursuant to section 34 of the Judicature Act (2021 Revision), or in equity or as damages, at such rate and for such period as this Honourable Court thinks fit.

(j) Such further or other orders and relief as this Honourable Court thinks fit.

(k) Costs.

ISSUED this 27th day of May 2026

FILED this day of 2026

McGrath Tonner

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McGrath Tonner

Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by McGrath Tonner LLP, attorneys at law for the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, George Town, Grand Cayman, PO Box 446 GT, KY1 1106.

**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.

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

3. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant intends to contest the proceedings must also serve a defence on the attorney for the plaintiff (or on the plaintiff if acting in person).

4. 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.

5. 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.

6. If the Defendant fails to serve that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant without further notice.

7. 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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
Please complete overleaf

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 the Defendant.

3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 that Partner's name.

5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (...........................)" after that Defendant's name.

6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD OF 2026

BETWEEN:

TONY BOBULINSKI

Plaintiff

-AND-

(1) HUGH DICKSON

(2) DAVID BENNETT

(3) JOHN ROYLE

Defendants

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant may have to pay the costs of applying to set it aside.

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

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

☐ yes ☐ no

This Writ was issued by McGrath Tonner LLP, attorneys at law for the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, George Town, Grand Cayman, PO Box 446 GT, KY1 1106.

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant 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

Service of the Writ is acknowledged accordingly

(Signed)..................................

Attorney for

Please complete 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, the Defendant must give the Defendant's post office box number and the physical address of the Defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of that Plaintiff's name, address and reference, if any, in the box below.

McGrath Tonner LLP 5th Floor Genesis Building Genesis Close George Town Grand Cayman PO Box 446, KY1-1106 Attn: Ben Tonner KC

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of that Defendant's name, address and reference, if any, in the box below.
