

IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD 400 OF 2023 (MRHCJ)



YS BIOPHARMA CO., LTD

Plaintiff

(1) YI ZHANG

(2) NAN ZHANG

(3) YUN (MONICA) ZHANG

(4) LUI CHI KEUNG

(5) JING XIAN LI

(6) YUAN LIU

(7) JIMIN WANG

Defendants

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**RE-AMENDED** WRIT OF SUMMONS

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TO: YI ZHANG at 38 Yongda Road, Daxing Biomedical Industry Park, Daxing District, Beijing, China.

TO: NAN ZHANG  
TO: YUN (MONICA) ZHANG  
TO: LUI CHI KEUNG  
TO: JING XIAN LI  
TO: YUAN LIU  
TO: JIMIN WANG

**THIS RE-AMENDED WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff in respect of the claim 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 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 21st day of December 2023

**Amended this 1<sup>st</sup> day of February 2024**

Re-Amended this 21<sup>st</sup> day of February 2024

NOTE - This **Re-Amended** 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION

CAUSE NO: FSD 400 OF 2023 (MRHCJ)

BETWEEN:

YS BIOPHARMA CO., LTD

Plaintiff

(1) YI ZHANG

(2) NAN ZHANG

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(4) LUI CHI KEUNG

(5) JING XIAN LI

(6) YUAN LIU

(7) JIMIN WANG

Defendants

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GENERAL ENDORSEMENT

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The Plaintiff claims:

- ~~1. An injunction restraining the Defendant from taking any steps to convene an extraordinary general meeting of YS Biopharma Co., Ltd (the Company), either pursuant to the Notice of Extraordinary General Meeting for Removal of Director dated 17 December 2023 (the Notice) scheduled to be held on 28 December 2023 at 9.00am Beijing time (27 December 2023 at 8pm Cayman time), or at all.~~

2. An injunction restraining the First Defendant from taking any steps to exercise any powers of, or hold himself out to be, chairperson of the board of directors of the Company.
3. ~~An injunction restraining the Defendant from exercising any voting or other rights attaching to any shares in the Company that he owns or controls (whether directly or indirectly, through one or more intermediate entities or otherwise) or otherwise arising by virtue of his status as a member of the Company (whether directly or indirectly, through one or more intermediate entities or otherwise) to cause any of the Company's directors to be removed.~~
4. ~~An injunction restraining the Defendant from exercising any voting or other rights attaching to any shares in the Company that he owns or controls (whether directly or indirectly, through one or more intermediate entities or otherwise) or otherwise arising by virtue of his status as a member of the Company (whether directly or indirectly, through one or more intermediate entities or otherwise) to take other steps to stifle any investigations into his alleged wrongdoing.~~ ~~An injunction restraining the First Defendant, whether in his capacity as director or a member of the Company or as the ultimate beneficial owner and/or controller of other members of the Company or as member, director and/or manager of any direct or indirect subsidiary of the Company, from taking steps to stifle and/or obstruct any investigations of the Special Committee.~~
  - 4A. An injunction restraining the First Defendant, whether in his capacity as ~~director or~~ a member of the Company or as the ultimate beneficial owner and/or controller of other members of the Company, from taking steps to ratify or procure the ratification of the misappropriation of funds by him.
  - 4B. An injunction restraining the First Defendant, whether in his capacity as ~~director or~~ a member of the Company or as the ultimate beneficial owner and/or controller of other members of the Company, from taking steps to stifle equity financing and/or to interfere with the board exercising its rights pursuant to Article 8 of the Articles of Association in order to pay the sums demanded by R-Bridge.
  - 4C. An injunction restraining the Defendants from holding themselves out to be directors of the Company and from taking any steps to exercise any powers as though they were directors or had any authority to act on behalf of the Company.

4D. An injunction restraining the Defendants from taking any steps authority for which is purportedly derived from any director resolution or other decision taken by them purportedly acting in the capacity of a director or holding out that any such resolution has been properly passed or any decision has been validly taken.

5. Declarations that:

- (a) The First Defendant was validly removed as chairperson of the Company on 9 December 2023.
- (b) The First Defendant is not entitled to take any steps, or exercise any powers as chairperson of the Company.
- (c) No steps taken by the First Defendant in his purported capacity as chairperson since his removal on 9 December 2023 are valid.
- (d) The Notices for Removal of Director dated 17 December 2023, and any purported notice of an extraordinary general meeting scheduled to be held on 28 December 2023 at 9.00am Beijing time (27 December 2023 at 8pm Cayman time) (the Notices) are were invalid.
- (e) The Notice of an Extraordinary General Meeting delivered by hand on 8 February was invalid.
- (f) The Amended Notice of an Extraordinary General Meeting dated 15 February 2024 was invalid.
- (g) The First Defendant was removed as a director of the Company on 12 February 2024.
- (h) Dr Ajit Shetty was appointed Chairman of the Company on 12 February 2024.
- (i) The purported extraordinary general meeting held by Mr Ledbetter within the offices of DLA Piper LLP (US), 701 5<sup>th</sup> Avenue #6900, Seattle, WA 98104, United States on 16 February 2024 (“the 16 February DLA Meeting”) was a nullity and no business of the Company was conducted at that meeting.
- (j) Dr Ajit Shetty was wrongfully excluded from the 16 February DLA Meeting.

- (k) Dr Hui Shao was wrongfully excluded from the 16 February DLA Meeting.
- (l) Apex Prospect Limited and/or its representative Ms Meng Lai was wrongfully excluded from the 16 February DLA Meeting.
- (m) All resolutions purportedly passed at the 16 February DLA Meeting were nullities.
- (n) None of the Defendants was appointed a director of the Company at the 16 February DLA Meeting.
- (o) None of the Defendants is a director of the Company.
- (p) The purported board meeting held by the Defendants on 16 February 2024 was a nullity.
- (q) All resolutions purportedly passed at the purported board meeting on 16 February meeting were nullities.
- (r) The First Defendant is not the Chairperson of the Company's Board.
- (s) None of the Defendants are members and/or the Chairpersons of the Company's Audit Committee, Compensation Committee and/or Nominating and Corporate Governance Committees.
- (t) None of the Defendants are the Company's Chief Executive Officer and/or Chief Finance Officer.
- (u) The issue of shares to APEX Prospect Limited on 7 February 2024 was valid.
- (v) APEX Prospect Limited was entitled to vote its shares at the 16 February DLA Meeting.
- (w) The general meeting chaired by Dr Ajit Shetty on 16 February 2024 ("the Chairman Meeting") was a valid general meeting of the Company.
- (x) APEX Prospect Limited was entitled to vote its shares at the Chairman Meeting.
- (y) Resolutions passed at the Chairman Meeting are valid resolutions.

#### 5A. Damages

5B. Interest on all damages and costs in accordance with section 34 of the Judicature Act (2021 Revision).

~~(z) Any resolution purported to be passed at any extraordinary general meeting or other meeting held or purporting to be held pursuant to the Notices (on 28 December 2023 or any other date) is invalid.~~

~~6. Damages.~~

7. Costs.

~~8. Interest on all damages and costs in accordance with section 34 of the Judicature Act (2021 Revision).~~

9. Such further or other relief that the Honourable Court thinks fit.

Dated this 21<sup>st</sup> day of December 2023

Amended this 1<sup>st</sup> day of February 2024

Re-Amended this 21<sup>st</sup> day of February 2024

Mourant Ozannes (Cayman) LLP

MOURANT OZANNES (CAYMAN) LLP

ATTORNEYS FOR THE PLAINTIFF

This Re-Amended Writ is filed by Mourant Ozannes (Cayman) LLP, Attorneys-at-Law for the Plaintiff whose address for service is PO Box 1348, 4th Floor, 94 Solaris Avenue, Camana Bay, Grand Cayman KY1-1108.



**Form No. 8**

**Acknowledgment of Service of Writ of Summons (O.10, r.1)**

**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 495G, George Town, Grand Cayman.

2. 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).

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 defence within the appropriate time, the Plaintiff may enter judgment against the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after the 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 the 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 400 OF 2023 (MRHCJ)

BETWEEN:

YS BIOPHARMA CO., LTD

PLAINTIFF

AND:

- (1) YI ZHANG
- (2) NAN ZHANG
- (3) YUN (MONICA) ZHANG
- (4) LUI CHI KEUNG
- (5) JING XIAN LI
- (6) YUAN LIU
- (7) JIMIN WANG

DEFENDANTS

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him 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 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

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 his name, address and reference, if any, in the box below.

Mourant Ozannes (Cayman) LLP  
94 Solaris Avenue  
PO Box 1348  
Grand Cayman KY1-1108  
Cayman Islands

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