



- (4) **Chen, Mark D.** Global Cord Blood Corporation, 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong SAR
- (5) **Chow, Jack,** Global Cord Blood Corporation, 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong SAR
- (6) **Dr. Lu, Ken,** Global Cord Blood Corporation, 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong SAR
- (7) **Weng, Jennifer J.** Global Cord Blood Corporation, 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong SAR
- (8) **Cheng Siu Chuen, Jacky,** Global Cord Blood Corporation, 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong SAR
- (9) **Kam Yuen,** 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong SAR
- (10) **PAGAC III Holding VII Limited,** 33/F, Three Pacific Place, 1 Queen's Road East, Hong Kong SAR
- (11) **GM Precision Medicine (BVI) Limited,** 48/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong SAR

**THIS 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 THE 8<sup>TH</sup> DAY OF JUNE 2022.**

**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.

**THIS WRIT OF SUMMONS** was **ISSUED** by **BEDELL CRISTIN** of 18 Forum Lane, Suite 5305, 3rd Floor, Camana Bay, PO Box 1990, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

**GENERAL ENDORSEMENT**

1. The Plaintiff, whose registered address is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VD1110, British Virgin Islands, is the registered and/or beneficial holder of 79,528,662 shares in the 1<sup>st</sup> Defendant, which until 31 May 2022 comprised approximately 65.4% of the issued shares in the 1<sup>st</sup> Defendant.
2. The 1<sup>st</sup> Defendant is a company registered by way of continuation in the Cayman Islands on 30 June 2009 with registration number 227732 and with its registered office situated at Conyers Trust Company (Cayman) Limited, 2<sup>nd</sup> Floor, Cricket Square, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands.
3. The 1<sup>st</sup> Defendant is also listed on the New York Stock Exchange ("**NYSE**") with ticker symbol "CO".
4. The 2<sup>nd</sup> Defendant is the Chairwoman and Executive Director of the 1<sup>st</sup> Defendant. She is also the spouse of the 9<sup>th</sup> Defendant, Kam Yuen, and the mother of the 9<sup>th</sup> Defendant's two children.
5. The 3<sup>rd</sup> Defendant is an Executive Director and Chief Financial Officer of the 1<sup>st</sup> Defendant.
6. The 4<sup>th</sup> to 8<sup>th</sup> Defendants are Independent Non-Executive Directors of the 1<sup>st</sup> Defendant.
7. The 9<sup>th</sup> Defendant is (i) the director, founder, and either a substantial or the sole shareholder of Golden Meditech Holdings Limited ("**GMHL**"), a medical device and hospital management company incorporated in the Cayman Islands; (ii) the director of the 11<sup>th</sup> Defendant, which is a wholly owned indirect subsidiary of GMHL; and (iii) the spouse of the 2<sup>nd</sup> Defendant and the father of the 2<sup>nd</sup> Defendant's two children.
8. The 10<sup>th</sup> Defendant is an Asia-focused private equity fund that purportedly invested US\$100 million in the 11<sup>th</sup> Defendant in or around early November 2021 in exchange for a 16.7% shareholding in the 11<sup>th</sup> Defendant.
9. The 11<sup>th</sup> Defendant is a company incorporated in the British Virgin Islands and is a wholly owned subsidiary of Golden Meditech Precision Medicine Limited ("**GMPM**"), which in turn is a wholly owned subsidiary of GMHL. The 9<sup>th</sup> Defendant is the director of the 11<sup>th</sup> Defendant.

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10. In September 2016, GMHL acquired 17.4% of the total issued common stock of a company called Cellenkos, Inc with the option to subscribe for additional shares of common stock for a total interest in Cellenkos, Inc of 51%.
11. On 25 October 2021, GMPM entered into a licence agreement with Cellenkos, Inc by which Cellenkos, Inc granted GMPM exclusive license of an early stage clinical product known as CK0802 (and preferential rights to other Cellenkos products), to develop, manufacture, distribute, market, promote, and sell in the PRC, Brunei, Cambodia, East Timor, Indonesia, Laos, Malaysia, Myanmar, Philippines, Singapore, Thailand, Vietnam, India, South Korea, Japan, Iran, Iraq, Israel, Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, Syria, Turkey, United Arab Emirates and Yemen for a period of no less than 10 years (from the first commercial sale) (the "**Licence Agreement**").
12. On 27 April 2022, GMPM assigned its interest in the Licence Agreement to the 11<sup>th</sup> Defendant, which is a 100% wholly owned subsidiary of GMPM, which is a wholly owned subsidiary of GMHL, which is wholly or substantially owned by the 9<sup>th</sup> Defendant.
13. On 29 April 2022 the 1<sup>st</sup> Defendant made a Form 6-K filing (the "**6-K**") with the United States Securities and Exchange Commission (the "**SEC**") announcing the entry into a Material Definitive Agreement to acquire Cellenkos, Inc (the "**Transaction**").
14. The Transaction involved the acquisition of Cellenkos, Inc excluding, *inter alia*, the Licence Agreement for consideration of approximately 101,812,267 ordinary shares in the 1<sup>st</sup> Defendant. The total value of the equity consideration for the Transaction and the Framework Agreement as defined below will result in an almost 100% increase in the outstanding issued shares of the 1<sup>st</sup> Defendant and a commensurate dilution of the existing shareholders, including the Plaintiff.
15. In connection with the Transaction, the 1<sup>st</sup> Defendant entered into a Framework Agreement dated 29 April 2022 (the "**Framework Agreement**") with the 11<sup>th</sup> Defendant by which the 1<sup>st</sup> Defendant will acquire the Licence Agreement from the 11<sup>th</sup> Defendant. The consideration for entering into the Framework Agreement consists of 12,363,636 million Ordinary Shares in the 1<sup>st</sup> Defendant to be issued to the 10<sup>th</sup> Defendant (as to 9,500,000) and the 11<sup>th</sup> Defendant (as to 2,863,636) and US\$664 million cash consideration to be paid to the 11<sup>th</sup> Defendant.

**THIS WRIT OF SUMMONS** was **ISSUED** by **BEDELL CRISTIN** of 18 Forum Lane, Suite 5305, 3rd Floor, Camana Bay, PO Box 1990, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

16. The Framework Agreement was signed by the 2<sup>nd</sup> Defendant in her capacity as Chief Executive Officer of the 1<sup>st</sup> Defendant. The Framework Agreement was signed by the 9<sup>th</sup> Defendant in his capacity as Director of the 11<sup>th</sup> Defendant. Thus the Framework Agreement was entered into by the two spouses as representatives of the respective counterparties.
17. The entry into the Transaction and the Framework Agreement by the 1<sup>st</sup> Defendant constituted a direct violation and breach of the 2<sup>nd</sup> Defendant's fundamental fiduciary duty of loyalty to the 1<sup>st</sup> Defendant and a violation and breach of the prohibition on self-dealing.
18. At no time was the spousal and parental relationship between the 2<sup>nd</sup> Defendant and the 9<sup>th</sup> Defendant disclosed to the shareholders of the 1<sup>st</sup> Defendant.
19. Shareholder approval was never obtained by the 1<sup>st</sup> Defendant for the Transaction and the 1<sup>st</sup> Defendant has refused to call an Extraordinary General Meeting notwithstanding the delivery of a requisition notice to the 1<sup>st</sup> Defendant by the Plaintiff.
20. The 3<sup>rd</sup> to 8<sup>th</sup> Defendants and the 10<sup>th</sup> and 11<sup>th</sup> Defendants all had knowledge of the spousal and parental relationship between the 2<sup>nd</sup> and 9<sup>th</sup> Defendants and the 9<sup>th</sup> Defendant's involvement in the Transaction (the "**Related Party Knowledge**").
21. In correspondence with the 1<sup>st</sup> Defendant's lawyers, Cleary Gottlieb Steen & Hamilton LLP, on 5 May 2022 the 1<sup>st</sup> Defendant stated that "we are not aware of any "closely related" relationship between any Board member and the sellers of Cellenkos", notwithstanding the Related Party Knowledge.
22. Notwithstanding the Related Party Knowledge, the 3<sup>rd</sup> to 8<sup>th</sup> Defendants approved the Transaction at a Board meeting of the 1<sup>st</sup> Defendant on 29 April 2022. The 3<sup>rd</sup> to 8<sup>th</sup> Defendant's conduct in approving the Transaction and aiding and abetting the 1<sup>st</sup> Defendant's breach of fiduciary duty constitutes dishonest assistance.
23. Notwithstanding the Related Party Knowledge, the 10<sup>th</sup> Defendant received 9,500,000 shares in the 1<sup>st</sup> Defendant on or before 31 May 2022 ("**PAG Unlawful Share Issuance**") and is liable in knowing receipt for the shares.

THIS WRIT OF SUMMONS was ISSUED by BEDELL CRISTIN of 18 Forum Lane, Suite 5305, 3rd Floor, Camana Bay, PO Box 1990, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

24. Notwithstanding the Related Party Knowledge, the 11<sup>th</sup> Defendant received 2,863,636 shares in the 1<sup>st</sup> Defendant on or before 31 May 2022 ("**GM Unlawful Share Issuance**") and US\$664 million in cash on or before 29 April 2022 ("**Unlawful Transfer**") and is liable in both dishonest assistance and knowing receipt.

**AND THE PLAINTIFF** seeks:

1. A declaration that the Transaction is void;
2. A declaration that the Framework Agreement is void;
3. Equitable compensation for breach of fiduciary duty and/or dishonest assistance against the 2<sup>nd</sup> to 8<sup>th</sup> and 11<sup>th</sup> defendant, to be assessed;
4. Rectification of the Register of Members of the 1<sup>st</sup> Defendant pursuant to section 46 of the Companies Act (2022 Revision) to cancel the PAG Unlawful Share Issuance and the GM Unlawful Share Issuance;
5. Declarations that the 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> Defendants hold the shares received under the PAG Unlawful Share Issuance and the GM Unlawful Share Issuance as trustee of the 1<sup>st</sup> Defendant on constructive trust;
6. Declarations that the 11<sup>th</sup> Defendant holds the funds received from the Unlawful Transfer as trustee of the 1<sup>st</sup> Defendant on constructive trust;
7. An Order that the 11<sup>th</sup> Defendant return the funds received from the Unlawful Transfer to the 1<sup>st</sup> Defendant and disgorge any profit;
8. Interest in equity and/or pursuant to section 34 of the Judicature Act (2021 Revision), to be assessed;
9. Further or other relief; and
10. Costs on the indemnity basis.

**Dated** this the 8<sup>th</sup> day of June 2022



**BEDELL CRISTIN**  
**ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

**THIS WRIT OF SUMMONS** was **ISSUED** by **BEDELL CRISTIN** of 18 Forum Lane, Suite 5305, 3rd Floor, Camana Bay, PO Box 1990, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

**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 his Acknowledgment of Service that 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 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 he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but 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.

**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 own, the form must be completed by him 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.

**THIS WRIT OF SUMMONS** was **ISSUED** by **BEDELL CRISTIN** of 18 Forum Lane, Suite 5305, 3rd Floor, Camana Bay, PO Box 1990, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his 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.

**THIS WRIT OF SUMMONS** was **ISSUED** by **BEDELL CRISTIN** of 18 Forum Lane, Suite 5305, 3rd Floor, Camana Bay, PO Box 1990, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

## IN THE GRAND COURT OF THE CAYMAN ISLANDS

## FINANCIAL SERVICES DIVISION

FSD CAUSE NO. OF 2022 ( )

BLUE OCEAN STRUCTURE INVESTMENT COMPANY LIMITED

PLAINTIFF

-AND-

(1)	GLOBAL CORD BLOOD CORPORATION	1 <sup>ST</sup> DEFENDANT
(2)	ZHENG TING, TINA;	2 <sup>ND</sup> DEFENDANT
(3)	CHEN BING CHUEN, ALBERT;	3 <sup>RD</sup> DEFENDANT
(4)	CHEN, MARK D.;	4 <sup>TH</sup> DEFENDANT
(5)	CHOW, JACK;	5 <sup>TH</sup> DEFENDANT
(6)	DR. LU, KEN;	6 <sup>TH</sup> DEFENDANT
(7)	WENG, JENNIFER J.;	7 <sup>TH</sup> DEFENDANT
(8)	CHENG SIU CHUEN, JACKY	8 <sup>TH</sup> DEFENDANT
(9)	KAM YUEN	9 <sup>TH</sup> DEFENDANT
(10)	PAGAC III HOLDINGS VII LIMITED	10 <sup>TH</sup> DEFENDANT
(11)	GM PRECISION MEDICINE (BVI) LIMITED	11 <sup>TH</sup> DEFENDANT

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**ACKNOWLEDGMENT OF  
SERVICE OF WRIT OF SUMMONS**

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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.

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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

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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

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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, 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 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.

**Bedell Cristin**  
18 Forum Lane  
Suite 5305  
3<sup>rd</sup> Floor  
Camana Bay  
PO Box 1990  
Grand Cayman KY1-1104  
Cayman Islands  
REF: JMC/JOV/139297.0001

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