



COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD OF 2025 ()

IN THE MATTER OF ASCENDUM CAPITAL LIMITED

AND IN THE MATTER OF SECTION 92(E) OF THE COMPANIES ACT (2025 REVISION)

PETITION

TO: The Grand Court of the Cayman Islands

THE HUMBLE PETITION OF: Yuan Management Limited of Vistra Corporate Services Centre, Wickhams Cay II, Road Town Tortola, VG1110, British Virgin Islands (the “**Petitioner**”) shows that:

A. THE COMPANY (ACL)

1 The Respondent, Ascendum Capital Limited (“**ACL**”), was incorporated on 5 March 2020 under the Companies Act of the Cayman Islands (the “**Companies Act**”) as an exempted company with limited liability with registration number 360797 and having its registered office at Maples Corporate Services Limited, P.O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands.

2 At all material times:

- (a) ACL has been engaged in the business consulting, particularly in its capacity as an advisor to AVGPI and the Fund (defined in **Section B** below).

THIS PETITION is filed by Campbells LLP, Attorneys for the Petitioner, whose address for service is Floor 4, Willow House, Cricket Square, PO Box 866, George Town, Grand Cayman KY1-1103 (Ref: SRF/SDA/20569-45243).

- (b) The issued share capital of ACL has been and remains divided into 100 ordinary shares.
- (c) The Petitioner held and continues to hold 45 shares in ACL (i.e. 45%).
- (d) Ms. Ying Shao (also known as Serena Shao, “**Ms. Shao**”) legally held and continues to hold the remaining 55 shares in ACL (i.e. 55%), of which 15 shares were held by Ms. Shao on trust for Mr. Michael Yi Wei Zhao (“**Mr. Zhao**”) pursuant to a Shareholding Entrustment Agreement entered into between Ms. Shao and Mr. Zhao on or around 7 April 2020.
- (e) The only directors of ACL were and remain Ms. Shao and Ms. Ling Zhang (also known as Cathy Zhang, “**Ms. Zhang**”), who has at all material times been and remains the sole shareholder of the Petitioner.

B. THE ASCENDUM GROUP

B1. The Genesis of The Ascendum Group

- 3 In or about 2019, Ms. Shao and Ms. Zhang first came to know each other through their mutual friend and business associate, Mr. Eric Zi (“**Mr. Zi**”), when Ms. Shao assisted with the initial public offering of Venus Medtech (Hangzhou) Inc. (“**Venus (HZ)**”), a company founded by Mr. Zi which is now listed on the Main Board of the Hong Kong Stock Exchange (“**HKEX**”) (stock code: 2500).
- 4 Ms. Shao was a seasoned analyst at Credit Suisse with deep expertise in the healthcare industry and provided services to Venus (HZ). Following Mr. Zi’s introduction, Ms. Shao and Ms. Zhang quickly formed a cordial and friendly relationship. They kept in close contact through frequent phone calls and WeChat messages, discussing both professional matters and personal matters such as family and current events. Over time, they met in person several times a year, including informal gatherings such as lunches with Ms. Shao’s husband and daughter.

- 5 In or about 2020, Ms. Shao and Ms. Zhang decided to leverage Ms. Shao's analytical expertise and Ms. Zhang's background and resources in healthcare investments to set up the Ascendum Group (defined in paragraph 7 below). The group focuses on early-stage investments in healthcare, information technology, digital health, health technology, life science and software as a service (SaaS) sectors based in the China region.
- 6 The Ascendum Group was established with the support of the "**Dinova Group**", which is a group of international companies co-founded by Mr. Zi and Mr. Zhao, comprising, inter alia, venture capital and incubator companies and funds focusing on the medical and health industry and a medical device innovation hub creating healthcare solutions. One of the ways in which the Dinova Group supported the establishment of the Ascendum Group was with the provision of the initial capital, which is why 15% of the issued shares in ACL were (and remain) held on trust for Mr. Zhao.
- 7 In 2020 and following, Ms. Shao and Ms. Zhang (through the Petitioner) set up the following entities in the Cayman Islands and in Hong Kong, collectively forming the "**Ascendum Group**":
- (a) Ascendum Venture Partners I Limited ("**AVPI**"), which:
- (i) Is an exempted company with limited liability, incorporated on 5 March 2020 in the Cayman Islands under the Companies Act with registration number 360796 and having its registrerd office at Maples Corporate Services Limited, P.O. Box 309, Ugland House, South Churh Street, George Town, Grand Cayman KY1-1104, Cayman Islands;
- (ii) Is and has always been engaged in business consulting, particularly in its management of AVGPi and the Fund (defined in paragraphs 7(c) and (d) below, respectively);

- (iii) Has 100 issued shares, which are held by Ms. Shao and the Petitioner as to 55 shares and 45 shares respectively, where Ms. Shao also held 15 out of her 55 registered shares for Mr. Zhao pursuant to the Shareholding Entrustment Agreement referred to in paragraph 2(d) above;
 - (iv) Has two directors, namely Ms. Shao and Ms. Zhang;
- (b) Ascendum Capital (Hong Kong) Limited (“**ACHK**”), which:
 - (i) Is a limited company incorporated in Hong Kong on 4 March 2020;
 - (ii) Provides consulting and administrative services;
 - (iii) Has 1 issued share which is held by ACL;
 - (iv) Has one director, namely Ms. Shao, who was appointed as a sole director because all directors of the company were required to be present in person to open a bank account, and at that time the Covid-19 restrictions imposed by the government of Hong Kong made it substantially easier for those requirements to be satisfied by Ms. Shao alone while Ms. Zhang was based in Mainland China;;
- (c) Ascendum Venture Partners GP I, L.P. (“**AVGPI**”), which:
 - (i) Is an exempted limited partnership registered in the Cayman Islands on 13 March 2020;
 - (ii) Has a general partner, namely AVPI;
 - (iii) Has two initial limited partners, namely the Petitioner and Ms. Shao;
- (d) Ascendum Healthcare Fund I, L.P. (the “**Fund**”), which at all material times:

- (i) Is an exempted limited partnership registered in the Cayman Islands on 24 March 2020;
 - (ii) Has a general partner, namely AVGPI;
 - (iii) Had one initial limited partner, namely Ms. Shao, who ceased to be a partner of the Fund on 15 July 2020;
 - (iv) Has had, since 8 January 2021, 12 limited partner investors in the Fund;
- (e) Various special purpose vehicle subsidiaries of the Fund holding the Fund's investments. In particular:
- (i) ACM 01 Limited was incorporated in the British Virgin Islands on 13 August 2020 to hold the Fund's investment in 5,205,228 shares in Broncus Holding Corporation ("**Broncus**"), a company listed on the HKEX (stock code: 2216) (see Section D2.5 below); and
 - (ii) ACM 09 Limited was incorporated in the British Virgin Islands on 20 October 2023 to hold a company incorporated in China on 5 December 2023 called 无锡英达通医疗有限公司 (Wuxi Endoways Medical Co., Ltd) ("**Wuxi Endoways**") (see Section D1 below).

A structure chart illustrating the entities in the Ascendum Group can be found at **Annexure 1** hereto.

B2. The Management and Operation of The Ascendum Group**B2.1 *The Agreed Modus Operandi***

8 Essentially, the entities in the Ascendum Group operate together in the following manner:

- (a) The Fund was primarily intended to be a vehicle which would attract investment for projects and businesses developed by or invested in by the Dinova Group;
- (b) The Fund is managed by and acts through its general partner, AVGPI, which in turn is managed by and acts through its general partner, AVPI;
- (c) AVGPI is entitled to delegate certain of its powers to ACL pursuant to the LPA (defined in paragraph 13 below), and (acting through AVPI) engaged ACL as a contractor to assist AVGPI in the performance of its duties under the LPA;
- (d) Furthermore, the Fund appointed ACL as its advisor to advise on the operation of the Fund and to provide administrative services to the Fund;
- (e) In the circumstances, the management and operation of the Fund are effectively undertaken by ACL and AVPI, companies of which Ms. Shao and Ms. Zhang are the only directors and registered shareholders;
- (f) ACL also engaged ACHK for consulting and administrative services, which under the terms of its engagement with ACL is permitted to utilise the services of others (such as the Dinova Group) in discharging its duties; and
- (g) The upshot is, the Ascendum Group have been assisted, operated and co-managed by Ms. Shao and Ms. Zhang, as well as the legal, investment, accounting and investor relationship teams of the Dinova Group.

9 Furthermore:

- (a) The Petitioner (via Ms. Zhang) and Ms. Shao would manage and operate ACL, AVPI and the Ascendum Group as a quasi-partnership. Mr. Zhao would not take part in day-to-day management but his prior approval would be required before the Fund made any investments, as explained in paragraph 9(f) below;
- (b) The Petitioner (via Ms. Zhang) and Ms. Shao would participate in the management of the business of the Ascendum Group in their various capacities as (i) directors of ACL and AVPI, (ii) members of the Investment Committee of AVGPI, and (iii) Principals of the Fund (see definitions in Section B2.2 below);
- (c) In their co-management of the Ascendum Group, as shareholders of ACL and AVPI and as quasi-partners, the Petitioner (via Ms. Zhang) and Ms. Shao agreed orally and/or by conduct on the division of duties between them as follows:
 - (i) Both the Petitioner (via Ms. Zhang) and Ms. Shao would be responsible for identifying potential investors and evaluating investment opportunities;
 - (ii) Ms. Shao would assume a public-facing role, including media engagement and representing the Ascendum Group at public events; and
 - (iii) The Petitioner (via Ms. Zhang), with support from the Finance Team as defined in paragraph 9(e)(iii)(D) below, would take charge of investor communications and relations, post-investment portfolio management, day-to-day operations and expense management across the Ascendum Group.
- (d) In implementing their respective duties:

- (i) The Petitioner (via Ms. Zhang) and Ms. Shao would regularly carry out informal discussions regarding the business and affairs of the Ascendum Group, over the telephone, on WeChat or in *ad hoc* meeting as if they were partners; and
 - (ii) Ms. Shao also recruited and often relied on the assistance of Mr. Chen Fei (“**Mr. Chen**”) and Mr. Wu Conghuan, who would follow her instructions.
- (e) In terms of the finances of the Ascendum Group:
- (i) As directors of ACL and AVPI, Ms. Zhang and Ms. Shao had access to information and documents belonging to these companies and the Ascendum Group, including but not limited to books and records;
 - (ii) ACHK maintains its bank accounts with Bank of China (Hong Kong) Limited (“**BOC**”), and the other entities in the Ascendum Group maintain their respective banking accounts with Silicon Valley Bank (“**SVB**”) set out below (collectively, the “**Ascendum Bank Accounts**”):

Account holder	Bank	Account no.
ACHK	BOC	012-706-2-014632-0
		012-706-2-014633-3
		012-706-2-014634-6
		012-706-2-014635-9
ACL	SVB	3302953794
AVPI		3302953775
AVGPI		3302953760
The Fund		3302953756

- (iii) The Ascendum Bank Accounts were, until April 2024, co-managed by the Petitioner (via Ms. Zhang), Ms. Shao and others. In particular, until March 2024:
- (A) The authorised signatory and primary user of the SVB accounts was Ms. Sheryl Kuang (“**Ms. Kuang**”). Ms. Kuang, Ms. Shao, Ms. Gillian Li and Ms. Levana Li all had user access to the online banking services of the SVB accounts.
 - (B) The authorised signatories of the BOC accounts were Ms. Zhang, Ms. Kuang and Ms. Shao. The primary user was Ms. Kuang. Ms. Kuang, Ms. Shao, Ms. Gillian Li and Ms. Levana Li all had user access to the online banking services of the SVB accounts.
 - (C) In terms of the different levels of authority and powers of authorised signatories, primary users and users for the Ascendum Bank Accounts: (1) the authorised signatories had complete access and control over the bank accounts and their online and offline operations, including the addition or removal of primary users and users; (2) the primary users had access to the online banking services and could add and remove the users and edit their authorisation limits; (3) the users had access to the online banking services and could make payments subject to the authorisation limits set by the relevant authorised signatory or primary user.
 - (D) Ms. Kuang, Ms. Gillian Li and Ms. Levana Li of the Dinova Group together constitute the “**Finance Team**”.
- (iv) Neither the Petitioner nor Ms. Shao would withdraw funds from ACL, AVPI or any of the entities in the Ascendum Group for personal use, under any circumstances.

- (f) In terms of the investments of the Ascendum Group:
- (i) Investment selection would be jointly undertaken by the Petitioner (via Ms. Zhang) and Ms. Shao, with the Dinova Group providing technical due diligence support;
 - (ii) All investments would require the prior consent of the Petitioner (via Ms. Zhang), Ms. Shao and Mr. Zhao;
 - (iii) The Petitioner (via Ms. Zhang), with the support of the Dinova Group, would be responsible for ongoing investment management; and
 - (iv) The Petitioner and the Dinova Group would advise Ms. Shao and the Ascendum Group on compliance issues.

10 The aforesaid arrangement will hereinafter be referred to as the “**Agreed Modus Operandi**”.

11 In the premises, ACL, AVPI, AVGPI and ACHK were at all material times and/or still are quasi-partnerships with their business and affairs managed and conducted on the basis of the mutual trust and confidence between the Petitioner (via Ms. Zhang), Ms. Shao and Mr. Zhao (as a passive investor, save for his consent to new investments).

B2.2 Relevant Contractual Agreements

12 The contractual provisions of the relevant agreements giving rise to or partly evidencing the above *Agreed Modus Operandi* are set out below.

Management and Operation of the Fund

13 Pursuant to the Amended and Restated Limited Partnership Agreement dated 15 July 2020 (“**LPA**”):

- (a) The purposes of the Fund are, *inter alia*, “to make worldwide, principally privately-negotiated investments in Persons operating directly or indirectly in life science, healthcare and related industries, through investments in principally non-public equity and equity-related securities” (Section 1.3 – Purposes);
- (b) “The management, control and operation of and the determination of policy with respect to the Fund and its investment and other activities shall be vested exclusively in the General Partner [i.e. AVGPI] (acting directly or through its duly appointed agents or delegates, including [ACL]) ... [AVGPI] may exercise on behalf of the Fund, and may delegate to [ACL], all of the powers set forth in Section 1.6 and Section 1.7; provided that the management and the conduct of the activities of the Fund shall remain the sole responsibility of [AVGPI] and all decisions relating to the selection and disposition of the Fund’s investments shall be made exclusively by [AVGPI] in accordance with this Agreement.” (Section 2.1 – Management of the Fund);
- (c) The “Advisor” of the Fund referred to ACL (or any additional or successor Advisor appointed by the Fund) (Section 1.1 – Definitions), who “shall advise the General Partner [i.e. AVGPI] on the operations of the Fund, subject to the overview of [AVGPI], including advising on the investments of the Fund and disposition opportunities, provided that the operation and the conduct of the activities of the Fund shall remain the ultimate responsibility of [AVGPI] and all decisions relating to the selection and disposition of the Fund’s investments shall be made exclusively by [AVGPI] in accordance with this Agreement” (Section 7.1 – Advisory Fee);
- (d) “The majority approval of the members of the Investment Committee shall be required for all investment and divestment decisions relating to any Portfolio Investment and [AVGPI] shall implement all such decisions of the Investment Committee” (Section 1.11(b) – Approval of Investment);

- (e) The “**Investment Committee**” referred to above means the investment committee of AVGPI that initially consisted of Ms. Shao, Ms. Zhang and Tiffany Bo Xu (“**Ms. Xu**”) (Section 1.1 – Definitions), although the composition of the Investment Committee subsequently changed, as explained in paragraph 4141 and following below;
 - (f) Ms. Shao and Ms. Zhang (and their qualified replacements as appointed from time to time) shall be “Principals” who actively participate in advising on the Fund’s investment activities, including the selection, management and disposition of investments (Section 1.1 – Definitions); and
 - (g) There would be an “**Advisory Committee**” comprising three representatives from three of the Fund’s limited partners, who would approve certain matters such as the replacement of any member of the Investment Committee (other than the initial replacement effected by AVGPI in accordance with Section 1.11(a)) or the Fund’s transactions with its affiliates (Section 3.5 – Advisory Committee).
- 14 Pursuant to the Advisory Agreement entered into between ACL, AVGPI (acting through AVPI) and the Fund (acting through AVGPI, which in turn was acting through AVPI) on 15 July 2020:
- (a) AVGPI engaged ACL as an independent contractor to assist AVGPI in the performance of its duties under the Partnership Agreement. The duties of ACL shall include but are not limited to: *“(i) advising AVGPI on the operations of the Fund; (ii) advising on the investment proposals, including screening promising investment proposals and submitting such proposals to [AVGPI]; (iii) advising AVGPI on the transactions in which the Fund makes investments; and (iv) advising on [AVGPI’s] monitoring and operation of Portfolio Companies, in each case if and to the extent requested by the General Partner”* (Clause 2(a) – Services and Duties);

- (b) *“The management and conduct of the activities of the Fund shall remain the sole responsibility of [AVGPI] and... all decisions relating to the selection and disposition of the Fund’s investments shall be made exclusively by [AVGPI]”* (Clause 2(b) – Services and Duties);
- (c) *“In discharging any of its duties under this Agreement, [ACL] may utilise the services of attorneys, accountants, investment bankers, brokers, appraisers and others”* (Clause 2(c) – Services and Duties).

Management and Operation of AVGPI

- 15 Pursuant to the Initial Exempted Limited Partnership Agreement entered into between AVPI, the Petitioner and Ms. Shao on 13 March 2020, the conduct of the business of AVGPI shall be conducted by AVPI (as the general partner of AVGPI), and not the Petitioner and Ms. Shao (as the initial limited partners of AVGPI) (Clause 10).

Management and Operation of ACHK

- 16 Pursuant to a Service Agreement entered into between ACHK and ACL on 5 March 2020:
- (a) ACHK would provide consulting and administrative services for the operation of ACL (Clause 2(a)); and
 - (b) In discharging its duties under the agreement, ACHK may utilise the services of attorneys, accountants, investment bankers, brokers, appraisers and others (Clause 2(b)).
- 17 Up to the events set out in **Section D2** below, ACL and ACHK (and in turn, the Ascendum Group) were assisted by the Dinova Group in various legal, investment and accounting matters.

C. THE FUNDAMENTAL MUTUAL UNDERSTANDINGS

18 By reason of the aforesaid matters, it has always been the fundamental understanding between and/or the common assumption of the Petitioner, Ms. Shao and Mr. Zhao (the “**Mutual Understandings**”) that:

- (a) The Petitioner (via Ms. Zhang) and Ms. Shao, as the active members of the Ascendum Group participating in the management and operation thereof, are and were entitled to:
 - (i) Access and be supplied all relevant books and records of the Ascendum Group which a member and quasi-partner would need to form a true and fair view of the Ascendum Group’s affairs;
 - (ii) Expect that the business and operation of the Ascendum Group would be conducted in accordance with the Agreed *Modus Operandi* unless approved by the Petitioner, Ms. Shao and Mr. Zhao;
 - (iii) Be involved in decisions on any major or material change of the Agreed *Modus Operandi* of the Ascendum Group and be provided with full and frank information, accounts, books and records about such decisions; and
 - (iv) Be involved in decisions on the disposal or utilisation of profits and/or be provided with full and frank information, accounts, books and records about such decisions.
- (b) Each director of ACL, AVPI and ACHK, each member of the Investment Committee of the AVGPI, each general partner of AVGPI and the Fund, or each Principal of the Fund, would comply with and/or perform their duties owed to each entity in the Ascendum Group according to law, including but not limited to the duties pleaded at paragraph 19 below.

- 19 Ms. Zhang (as a director of ACL and AVPI, member of the Investment Committee of AVGPI, and a Principal of the Fund) and Ms. Shao (as a director of ACL, AVPI and ACHK, member of the Investment Committee of AVGPI, and a Principal of the Fund) each owed and continues to owe fiduciary and directors' duties to the respective entities in the Ascendum Group including but not limited to the following:
- (a) To act in what they *bona fide* considered to be in the best interests of the relevant entity in the Ascendum Group;
 - (b) Not to make a secret profit out of their position of trust;
 - (c) Not to act for an improper or collateral purpose;
 - (d) Not to act in such a way or place herself in a position that would give rise to a conflict between her personal interests and the interests and her duties owed to entities in the Ascendum Group; and
 - (e) To protect and not to misappropriate, utilise or exploit for a collateral purpose assets belonging to the Ascendum Group, including the investments made by the Fund.

(without limitation, the "Duties".)

D. BREACH OF THE MUTUAL UNDERSTANDINGS, IRRETRIEVABLE BREAKDOWN OF TRUST AND CONFIDENCE AND FUNCTIONAL DEADLOCK

- 20 Up to around late 2023, the Ascendum Group operated in accordance with the Agreed *Modus Operandi* and the Mutual Understandings set out in Sections B and C above. During that period:

- (a) Under the management of ACL, AVPI and AVGPI, the Fund attracted 12 investors and invested approximately US\$46.56 million in 12 projects, such as EndoWays (defined in paragraph 25 below) and Broncus (see Sections D1 and D2.5 below).
 - (b) Most of the key investors of the Fund, such as DCP Discovery Limited (“**DCP Discovery**”), Venus Medtech (Hong Kong) Limited, Qiming Venture Partners VII, L.O., Qiming VII Strategic Investors Fund, L.P., SCC Seed II Holdco., Ltd. and SCC Venture VIII Holdco, Ltd., were introduced to the Fund by the Dinova Group.
- 21 However, from late 2023 onwards, the mutual trust and confidence between the Petitioner and Ms. Shao began to deteriorate as a result of the way in which Ms. Shao was, *inter alia*, managing and operating ACL and AVPI (and through AVPI, managing AVGPI and the Fund and its assets) and dealing with ACL and AVPI’s accounts.
- 22 In breach of the Mutual Understandings, Ms. Shao has:
- (a) Failed to act in accordance with the Duties;
 - (b) Taken successive actions to exclude the Petitioner (via Ms. Zhang) from management;
 - (c) Taken steps to hinder and/or limit the Petitioner and Ms. Zhang’s access to ACL and the Ascendum Group’s books and records;
 - (d) Misappropriated the funds and assets of the Ascendum Group to the benefit of herself; and
 - (e) Destroyed the trust and confidence between Ms. Zhang and herself by making false reports about the former to the Hong Kong Police and Shenzhen Public Security Bureau.
- 23 This culminated in Ms. Shao’s latest unilateral and wrongful attempt to remove Ms. Zhang from the management of the Ascendum Group in March 2025 when, although Ms. Shao did not have the

legal right to remove Ms. Zhang as a director of ACL and AVPI (to say nothing of the Mutual Understandings), still Ms. Shao attempted to pass resolutions to remove Ms. Zhang from the boards of those companies. This has also resulted in a functional deadlock of ACL.

- 24 Given the Petitioner's exclusion from management of the Ascendum Group, the following wrongful actions are pleaded to the best of the Petitioner's knowledge, information and belief. The Petitioner reserves its right to add to and vary these complaints after obtaining further discovery and particulars.

D1. Ms. Shao's Attempt to Personally Benefit from Wuxi EndoWays without Authorisation

- 25 In February 2021, the Fund and Dinova Group incorporated ENDO Limited ("**ENDO**"), a company incorporated under the laws of BVI of which Ms. Shao was appointed by the Fund and Ms. Xu and Mr. Wang Yongsheng were appointed by Dinova Group as the directors. The Ascendum Group held 56.67% of ENDO and entities within the Dinova Group held the balance of 43.33%. That same month, ENDO acquired 80.64% of the issued shares in EndoWays Ltd ("**EndoWays**"), an Israel-based developer of a disposable robotic system for the catheterisation lab founded in 2018.
- 26 On 21 June 2023, as part of a share incentive plan for employees, directors, officeholders and consultants which EndoWays had begun before the Fund's investment, ostensibly in connection with her role as a director of EndoWays (which role she was performing for and on behalf of the Fund), Ms. Shao was granted a 1.05% shareholding in EndoWays and Mr. Chen, Ms. Xu, and Ms. Sissi Wu were granted between them shareholdings in the amounts of 0.29%, 0.58% and 0.07% respectively (in the case of Mr. Chen and Ms. Xu ostensibly also for their roles in the management of EndoWays, which were also performed on behalf of the Fund; and in the case of Ms. Wu for her role in the Fund, as she was not involved in the management of EndoWays).
- 27 In around late 2023, the Ascendum Group acquired the Dinova Group's interest in ENDO, such that the Ascendum Group became its sole shareholder.

28 In late 2023, without consulting or seeking approval from the Investment Committee, which was required pursuant to Section 1.11(b) of the LPA, Ms. Shao began to restructure the Fund's interest in EndoWays, purportedly (at least in part) to make provision for an employee share scheme for the employees of the EndoWays business. To that end:

- (a) In late 2023, Ms. Shao caused the Fund to incorporate a new wholly owned subsidiary, ACM 09 Limited ("**ACM 09**"), a business company incorporated in the British Virgin Islands (the "**BVI**") with company number 2134430 and having its registered office at Kingston Chambers, P.O. Box 173, Road Town, Tortola, Virgin Islands, British. The plan at that time (so far as it is understood by the Petitioner, noting that Ms. Shao did not share these plans with the Petitioner or with the Investment Committee) was for the Fund to hold a 70% interest in ENDO, with the remaining 30% interest to be transferred to a new company which would operate as the vehicle for the employee share scheme (the "**ESOP vehicle**"). It was also intended that the equity interests represented by the shares which had been granted to Ms. Shao and Mr. Chen in June 2023 (described in paragraph 26 above) would be transferred into the ESOP vehicle.
- (b) However, whereas the Fund had previously held its interest in ENDO directly, it was now proposed by Ms. Shao that the Fund would wholly own ACM 09, which in turn would hold the 70% interest referred to above through another new vehicle, a company incorporated in China called Wuxi EndoWays, of which Ms. Shao was appointed the executive director and authorised representative (such that she alone controlled Wuxi EndoWays). The proposal was that:
 - (i) The remaining 30% in Wuxi EndoWays would be held by the ESOP vehicle; and
 - (ii) Wuxi EndoWays would hold 100% of the shares in ENDO which in turn still held 80.58% of the shares in EndoWays. Under relevant local laws, the government in

Wuxi (a city in eastern China) required Wuxi EndoWays to have substance, and purportedly for that reason ENDO (and, by extension, the interest in EndoWays) would be held by Wuxi EndoWays.

- (c) The plan was not able to be realised in that form, however, because as a matter of Chinese company law, it would have been necessary for the ESOP vehicle to fully pay up its 30% capital contribution into Wuxi EndoWays. As the ESOP vehicle would not have had the resources to do that, Ms. Shao changed her plan and instead proposed that the Fund transfer 30% of its shares in ACM 09 to the ESOP vehicle (which had been incorporated in the BVI as a company called EDW Star Limited (“**EDW Star**”), of which Ms. Shao was the sole shareholder and director) (the “**First Restructuring**”).
- (d) Ms. Shao received legal advice from the Fund’s counsel, who opined that granting the 30% interest to EDW Star would be detrimental to the Fund’s interests in various ways (such as complicating the Fund’s future exit from the investment) and would in any event require approval from the Fund’s investors (via the Advisory Committee) pursuant to section 2.3(d) of the LPA.
- (e) As the Petitioner has been excluded from the management of the Fund’s investment in EndoWays, it is not clear whether Ms. Shao ultimately proceeded with the First Restructuring, for which no approvals were obtained from the Fund or its investors. If the First Restructuring were implemented, it would have reduced the Fund’s interest in EndoWays to 56.406% (down from its interest of 80.58% which it held as at the date of its acquisition of ENDO in February 2021).

29 Further yet, without the requisite approval of the Investment Committee in accordance with Section 1.11(b) of the LPA, or the authority of AVGPi acting through AVPI, on or around 18 March 2024, Ms. Shao unilaterally caused the Fund to announce a strategic cooperation with and execute

a cooperation agreement between the Fund and the Wuxi Xishan Municipal People's Government (the "**Cooperation Agreement**").

- 30 On 28 March 2024, Ms. Shao sought to convene a meeting of the Investment Committee the following day, to obtain retrospective approval for the First Restructuring and for her unilateral and wrongful decision to cause the Fund to enter into the Cooperation Agreement, which was the first time Ms. Zhang and Ms. Xu were aware of Ms. Shao having taken those actions. Further, it was the first time that Ms. Shao referred to proposed investments in the EndoWays business by third parties including Wuxi Runyuan and Wuxi Angel (see paragraph 31 below). The members of the Investment Committee other than Ms. Shao did not agree with what she had done and refused to attend the meeting sought to be convened by Ms. Shao. As that meeting would have been inquorate, it was not held, and those matters were never approved by the Investment Committee.
- 31 Possibly in connection with the Cooperation Agreement, on 25 June 2024, without proper authorisation, Ms. Shao caused Wuxi EndoWays and ACM 09 to enter into a shareholders' agreement with two limited partnerships formed in China, 无锡润元生物医药创业投资合伙企业 (有限合伙) ("**Wuxi Runyuan**") and 无锡创新创业天使投资引导基金 (有限合伙) ("**Wuxi Angel**") (the "**Shareholders' Agreement**"), obliging the Fund to restructure the investment again, in the following way (the "**Second Restructuring**"):
- (a) The Fund and AVGPI were issued 99% and 1% interests respectively in a newly formed Chinese limited partnership called Wuxi Ascendum Medical Investment Partnership (Limited Partnership) ("**Wuxi Ascendum**");
 - (b) The Fund and Wuxi Ascendum were issued 96.77% and 3.23% respectively in another newly formed Chinese limited partnership, called 无锡济时朗坤股权投资合伙企业 ("**Wuxi Langkun**");

- (c) ACM 09 transferred its 100% shareholding in Wuxi EndoWays as follows:
- (i) 94.6% to Wuxi Langkun;
 - (ii) 4.05% to Wuxi Runyuan; and
 - (iii) 1.35% to Ruxi Angel; and
- (d) Pursuant to the Shareholders' Agreement, Wuxi Langkun undertook to make capital contributions to Wuxi EndoWays in the amount of US\$10,000,000 by no later than 7 November 2029.

A structure chart showing the position following the Second Restructuring (which, to the best knowledge of the Petitioner, remains the current position) is at **Annexure 2** hereto.

32 Between March and August 2024, upon discovering various breaches of the LPA committed by Ms. Shao on behalf of AVGPI, various key investors of the Fund such as DCP Discovery refused to make further capital contributions. This left ACM 09 exposed to breach of its obligations in the Shareholders' Agreement.

33 In January 2025, presumably due to the investors' refusal to contribute capital to Wuxi EndoWays, without the requisite approval of the Investment Committee in accordance with Section 1.11(b) of the LPA, Ms. Shao restructured Wuxi EndoWays again such that it is now approximately 94.57% indirectly held by the Fund and 0.03% indirectly held by AVGPI.

D2. Ms. Shao's Exclusion of the Petitioner (via Ms. Zhang) and the Finance Team from the Management of the Ascendum Group

34 From March 2024, Ms. Shao took a series of actions to exclude the Petitioner (via Ms. Zhang) and the Finance Team from the management of the Ascendum Group and usurped control as follows.

D2.1 Improper Disbursements and Squandering of the Ascendum Group's Assets

35 Ms. Shao abused her various roles in the Ascendum Group improperly to claim various disbursements from ACHK which had not been incurred in the course of her work with the Ascendum Group. Between April 2020 and March 2024, Ms. Shao received salary payments (despite not having an employment or services agreement entitling her to a salary and noting that Ms. Zhang did not draw a salary at all) and fraudulently claimed invalid disbursements amounting to approximately HK\$18,000,000 (US\$2,300,000).

36 In particular, pending discovery:

- (a) From January 2023 to February 2024, Ms. Shao travelled to Japan ten times, in connection with which she claimed disbursements amounting to HK\$387,890 (approximately US\$50,000), notwithstanding that such travel was plainly unrelated to her work with the Ascendum Group because it does not have investments or investors in Japan, nor has it ever sought out investments or investors in that country.
- (b) The disbursements claimed also included, without limitation, the following:
 - (i) Flight tickets to Sapporo, Japan in March 2023, where the Fund did not have any potential or actual investment;
 - (ii) Unexplained transportation expenses of HK\$39,417 (approximately US\$5,000) during a trip to the US in July 2023 (in addition to various Uber trips);
 - (iii) Shopping amounting to almost HK\$28,000 (approximately US\$3,600) on a trip to the US in August 2023 which could not have been related to Ms. Zhao's employment with the Ascendum Group;

- (iv) Flight tickets for co-travellers for a trip to Shanghai in November 2023 (which the Finance Team understood to be for Ms. Shao's family members, for whom the Ascendum Group would not have paid travel expenses); and
- (v) A long vacation to Hokkaido, Japan from 18 to 30 December 2023 with accommodation at Club Med, a family style ski resort located in the mountains, which was obviously not connected with her work at the Ascendum Group.

37 On 15 March 2024, Ms. Shao also caused ACHK to enter into a lease for an apartment in Shanghai, which apartment was for the private use of Ms. Shao. Ms. Shao entered into the lease without first obtaining the approval of the Finance Team and the Finance Team never approved the lease. As a result of the refusal by the Finance Team, Ms. Shao retaliated as set out in **Section D2.2** below and following.

D2.2 Removal of Ms. Zhang and the Finance Team's Access to the Ascendum Bank Accounts

38 In early April 2024, abusing her position as the registered majority shareholder and one of the directors of ACL and AVPI, and abusing her position as the sole director of ACHK, Ms. Shao:

- (a) Removed Ms. Kuang (being a member of the Finance Team) as the authorised signatory of the SVB accounts held by ACL, AVPI, AVGPI and the Fund;
- (b) Removed Ms. Kuang as the primary user of the Ascendum Bank Accounts;
- (c) Removed Ms. Zhang as the authorised signatory of ACHK's bank accounts with BOC;
- (d) Revoked all user access for Ms. Gillian Li and Ms. Levana Li of the Finance Team to the Ascendum Bank Accounts' online banking services; and
- (e) Appointed herself as the sole authorised signatory and primary user of the Ascendum Bank Accounts.

39 In other words, Ms. Shao had abused her position, in breach of the Mutual Understandings, improperly to take control of the Ascendum Bank Accounts, and currently has all of the Ascendum Group's funds at her disposal.

40 On or around 5 May 2025, Ms. Shao also changed her email contact with SVB from serena.shao@ascendumcap.com (an email sub-account of the Ascendum Group's Tencent account to which Ms. Zhang had access) to serena.shao@ascendumcaps.com. The Petitioner considers that the creation of an email address with such a similar domain was deliberately intended not to raise any suspicion on the part of SVB, and it has resulted in the Ascendum Group being unable to monitor any correspondence which may have since been exchanged between Ms. Shao and SVB in relation to the Ascendum Group's SVB bank accounts.

D2.3 Unauthorised Change of the Investment Committee

41 On 10 April 2024, Ms. Shao unilaterally announced the "removal" of Ms. Xu from the Investment Committee (despite her having already resigned from the Investment Committee and more generally from her employment with the Fund in late 2023) and appointed Mr. Chen as her "replacement".

42 This unilateral replacement was wrongfully and invalidly effected by Ms. Shao, in further breach of the Mutual Understandings, because:

- (a) The replacement by AVGPI can only have been approved through its general partner, AVPI;
- (b) AVPI could only have acted by its board which comprised both of Ms. Zhang and Ms. Shao; and
- (c) The board of AVPI, i.e. Ms. Zhang and Ms. Shao, never held a meeting, nor discussed, nor passed a resolution for or authorised such replacement.

D2.4 Ms. Shao's Stonewalling of the Advisory Committee and Attempt to Remove Ms. Zhang from the Board of ACL and AVPI

43 Due to Ms. Shao's unilateral and wrongful actions in breach of the LPA, as well as departure from the Agreed *Modus Operandi* and the Mutual Understandings, on 15 April 2024, the Advisory Committee of the Fund resolved that, *inter alia*:

- (a) The management of the Fund, AVGPI and related entities, as well as the unauthorised change in the members of the Investment Committee constituted a "Key Person Event" under the LPA, such that the "Commitment Period" should automatically terminate and the Fund should only focus on "Runoff Activities" (i.e. the limited partners would not be obliged to meet any further capital calls) (see Section 5.6 of the LPA); and
- (b) There be an audit of the Fund and entities related to its general partner, AVGPI (including ACL, AVPI and ACHK).

44 On 19 April 2024, a meeting was also held between the Advisory Committee and AVGPI, where, *inter alia*, Ms. Zhang raised Ms. Shao's revocation of the access of the Finance Team and me to the Ascendum Bank Accounts, and the Advisory Committee resolved that there should be no further changes in the management team of the Fund pending an investigation.

45 In the meantime, between 15 and 23 April 2024, Ms. Shao sought to convene board meetings of ACL and AVPI, at which she would put a resolution to convene extraordinary general meetings of those companies for the purpose of (1) removing Ms. Zhang from the boards, and (2) appointing Mr. Chen and Mr. Dong Cheng (the husband of Ms. Shao) to the boards of ACL and AVPI.

46 Ms. Shao and Ms. Zhang could not agree on a time and location for the proposed board meetings and so no such meetings were held, no resolutions were passed and no extraordinary general meetings were convened.

- 47 On 5 June 2024, the Advisory Committee requested AVGPI to engage Deloitte Touche Tohmatsu to conduct the auditing. But Ms. Shao never complied with or responded to the Advisory Committee's audit request.
- 48 By August 2024, another key investor of the Fund, DCP Discovery, refused to make any further capital contributions. It specifically cited numerous breaches of the LPA by Ms. Shao including her mismanagement of the EndoWays investment, her purported removal of Ms. Xu from the Investment Committee (which they considered no longer to be properly constituted), and the internal financial mismanagement of the Ascendum Group which Ms. Shao had refused to subject to an independent audit as requested.
- 49 On 28 August 2024, in view of Ms. Shao's stonewalling, the Advisory Committee issued a further notice suspending the AVGPI's function, and specifically the role of Ms. Shao and Mr. Chen. However, AVGPI, under the control of Ms. Shao, never complied with or responded to the Advisory Committee's audit request or suspension notice. Instead, Ms. Shao doubled down on her attempts to exclude Ms. Zhang from the management as follows.

D2.5 Wrongful Removal of Ms. Zhang from ACM 01 Limited ("ACM 01") and Unauthorised Disposal of Broncus Shares

- 50 In line with the Agreed *Modus Operandi* and Mutual Understandings outlined in Sections B and C above, Ms. Shao and Ms. Zhang have been the directors of ACM 01 since its incorporation, managing the Fund's investment of 5,205,228 shares in Broncus which are held through ACM 01.
- 51 Unbeknownst to the Petitioner (or Ms. Zhang) at the time, on 10 September 2024, Ms. Shao purported to pass a sole shareholder's resolution of ACM 01 in the name of AVPI, acting as general partner for and on behalf of AVGPI, which in turn was acting as general partner for and on behalf of the Fund, the sole shareholder of ACM 01, whereby Ms. Zhang was purportedly removed from the board of ACM 01.

- 52 The above sole shareholder's resolution must be void and of no effect, as Ms. Shao did not have the authority of the board of AVPI, comprising both Ms. Zhang and Ms. Shao, to do so as the general partner of AVGPI (which in turn was acting as the general partner of the Fund). By acting in this way, without any reference to Ms. Zhang at all, Ms. Shao acted invalidly in accordance with the constitutional documents of AVPI and also wrongfully breached the Mutual Understandings.
- 53 Furthermore, without informing or obtaining approval of Ms. Zhang as a member of the Investment Committee and as a board member of ACM 01, ACL and AVPI, Ms. Shao then caused ACM 01 to dispose of 800,000 of its 5,205,228 shares in Broncus between April and May 2025, and a further 3,451,000 shares between May and June 2025, and likely realised about HK\$10,000,000 (approximately US\$1,280,000) in proceeds (the "**Broncus Proceeds**").
- 54 Such disposal and divestment were wrongfully effected, as:
- (a) It was a divestment decision made without the majority approval of the members of the Investment Committee, bearing in mind that Mr. Chen had not been validly appointed as explained in **Section D2.3** above; and
 - (b) The implementation was invalid, because there was no board approval of ACM 01 which still comprised both Ms. Shao and Ms. Zhang, as the earlier purported removal of Ms. Zhang was wrongful and invalid.
- 55 Due to Ms. Shao's exclusion of Ms. Zhang from the management of ACM 01, it is still unknown whether there has been any further disposal of that company's shares in Broncus, or where the Broncus Proceeds have gone.

D3. Ms. Shao's Misappropriation of the Ascendum Group's Assets

56 Between July 2024 and March 2025 (i.e. after Ms. Shao had wrongfully taken over the sole control of the Ascendum Bank Accounts, as described in paragraph 38 above), Ms. Shao on multiple occasions misappropriated funds from ACL's bank account with SVB (account no.: 3302953794), and caused various unauthorised transfers as follows:

Date	Amount (US\$)	Recipient	Bank	Account no.
19.07.2024	250,000	Ms. Shao	Bank of East Asia Ltd	01551488536253
19.09.2024	100,000	ACHK	BOC	012-706-2-014632-0
23.09.2024	1,000,000	Ms. Shao	The Hongkong and Shanghai Banking Corporation Ltd	128-662319-833
29.10.2024	200,000	ACHK	BOC	012-706-2-014632-0
02.12.2024	100,000			
11.12.2024	46,680	Messrs. Maples and Calder (Hong Kong) LLP	DBS Bank (Hong Kong) Ltd	016-478-000111333
02.01.2025	100,000	ACHK	BOC	012-706-2-014632-0
27.03.2025	100,000			

57 The transfers of US\$250,000 and US\$1,000,000 from ACL to herself amounted to clear misappropriation of corporate assets in breach of Ms. Shao's fiduciary duties and in violation of the Agreed *Modus Operandi* and the Mutual Understandings.

58 For completeness, it appears that the US\$1,000,000 which Ms. Shao had attempted to transfer to herself on 23 September 2024 was returned on or around 4 October 2024 due to the need for "USD

Intermediary Bank Details”. As previously explained, the Petitioner has been excluded from access to ACL’s bank accounts and cannot confirm whether or not the transfer was ultimately successful.

59 Furthermore, it was also discovered that Ms. Shao had engaged Messrs. Maples and Calder (Hong Kong) LLP (“**Maples**”) to provide legal advice to Ms. Shao personally and to her wholly owned vehicle EDW Star between May and August 2024, while paying for the same with ACL’s funds. The invoices issued by Maples to Ms. Shao and EDW Star amounted to US\$111,240.04, and Ms. Shao had caused ACL to make at least a payment of US\$46,680 to Maples in December 2024. Payment for legal advice provided to Ms. Shao in a personal capacity and to EDW Star (the role of which was never approved by the Ascendum Group or the Fund in any sense) is not a proper expense of the Ascendum Group and should have been borne by Ms. Shao and EDW Star personally.

60 As the Petitioner and Ms. Zhang remain excluded from the Ascendum Group’s banking facilities, it is unknown at the present time if Ms. Shao has made any other attempts to misappropriate the funds and assets of the Ascendum Group.

D4. Ms. Shao’s False Reports to the Hong Kong Police and Shenzhen Public Security Bureau

61 In September 2024, Ms. Zhang was informed by Standard Chartered Bank (Hong Kong) Limited (“**SCB**”) that her bank account with SCB had been frozen.

62 On 22 November 2024, when Ms. Zhang attempted to cross the border of Mainland China and enter into Hong Kong, she was arrested on the suspicion of theft.

63 Ms. Zhang then learned from the Hong Kong Police that Ms. Shao had made accusations against Ms. Zhang that she had stolen HK\$426,500 from a BOC bank account of ACHK (account no.: 012-706-2-014632-0) in December 2023 with the assistance of Ms. Kuang and Ms. Gillian Li. Ms. Shao also made a similar report to the Shenzhen Public Security Bureau.

64 The accusation was patently false and known by Ms. Shao to be so, as:

- (a) The transfer of HK\$426,500 from ACHK's bank account to Ms. Zhang in December 2023 was the repayment of the same sum which Ms. Zhang had advanced to ACHK in 2020;
- (b) In particular, in 2020, Ms. Zhang made three transfers to ACHK or its company secretary Top Brilliant Limited in the total sum of HK\$426,500 as follows:

Date	Recipient	Amount (HK\$)	Use
03.03.2020	Top Brilliant Limited	26,500	Registration fee of ACHK
08.07.2020	ACHK	200,000	Operational funds
13.07.2020	ACHK	200,000	Operational funds

- (c) On 15 December 2021, 20 December 2022 and 15 August 2023, Ms. Shao as the sole director of ACHK personally requested Ms. Zhang to sign a letter confirming that such amounts remained outstanding, such that they were owed by ACHK to Ms. Zhang;
- (d) Similarly, Ms. Shao as the sole director of ACHK signed off ACHK's audited statements of financial position for the years 2020, 2021 and 2022, each of which listed the sum of HK\$426,500 as "amount due to related party", which was a reference to Ms. Zhang;
- (e) On 27 December 2023, Ms. Kuang decided that it was time for ACHK to repay Ms. Zhang and arranged payment on the same day; and
- (f) The repayment was also reflected in ACHK's audited statement of financial position for the year of 2023, where the item "amount due to related party" was reduced to zero, and which was signed off by Ms. Shao.

65 In response to the false police reports made by Ms. Shao, in December 2024, Ms. Zhang, Ms. Kuang and Ms. Gillian Li filed police reports against Ms. Shao for:

- (a) Making a false report of the commission of an offence in contravention of section 64 of the Police Force Ordinance (Cap. 232) under the laws of Hong Kong, and
- (b) Causing wasteful employment of the police by knowingly making a false report tending to show that an offence has been committed, or to give rise to the apprehension for the safety of any person or property, in contravention of section 91(2) of the Criminal Procedure Ordinance (Cap. 221) under the laws of Hong Kong.

66 Upon investigation, the Hong Kong Police determined that there was no case against Ms. Zhang, Ms. Kuang and Ms. Gillian Li and formally closed the investigation on or around 17 April 2025. Ms. Zhang's previously frozen bank account with SCB was thereafter reinstated on or around 6 June 2025.

D5. Latest Attempt to Exclude the Petitioner and Ms. Zhang from Management of the Ascendum Group

67 On 9 March 2025, Ms. Shao purported to issue a Notice (the "**Purported EGM Notice**") convening a combined extraordinary general meeting for ACL and AVPI (the "**Purported EGM**") to be held on 14 March 2025 at 2:00 p.m. Hong Kong time. The Purported EGM Notice indicated that resolutions would be put removing Ms. Zhang as a director of each of the companies, replacing her as a director with Mr. Chen, and authorising those companies to pursue baseless claims against Ms. Zhang.

68 Pursuant to Article 19.3 of the Memorandum and Articles of Association of both ACL and AVPI, an extraordinary general meeting may only be convened by the directors of those companies, based on a board resolution or pursuant to a qualified members' requisition.

- 69 The Purported EGM Notice stated that it was issued by the order of the board of each of ACL and AVPI, and was signed by Ms. Shao alone.
- 70 However, the Purported EGM Notice is invalid and Ms. Shao's attempt to remove Ms. Zhang from the boards of ACL and AVPI is also invalid, as:
- (a) No board resolution was passed by the boards of ACL and AVPI to convene the Purported EGM, nor was the matter ever raised by Ms. Shao with Ms. Zhang;
 - (b) Ms. Shao had no authority to issue the Purported EGM Notice on behalf of the boards of ACL and AVPI; and
 - (c) Ms. Shao did not give five clear days' notice of the Purported EGM as was required under the articles of association of both ACL and AVPI.
- 71 Further, not only was Ms. Shao's attempt to remove Ms. Zhang as a director in contravention of the constitutional documents of ACL and AVPI, it was also clearly in breach of the Mutual Understandings, in particular that they would both manage the affairs of the Ascendum Group, and would do so together.
- 72 On 13 March 2025, the Petitioner and Ms. Zhang instructed Messrs. Conyers Dill & Pearman ("**Conyers**") to issue a letter to Ms. Shao by way of email, whereby Conyers:
- (a) Informed Ms. Shao of the invalidity of the Purported EGM Notice;
 - (b) Set out various wrongful conduct of Ms. Shao, such as her unauthorised investment and self-dealing in Wuxi EndoWays, unauthorised change of the Investment Committee of the Fund, and making false reports against Ms. Zhang to the Hong Kong Police and Shenzhen Public Security Bureau;

- (c) Reminded Ms. Shao that she and Mr. Chen had been suspended from the management of the Fund by the Advisory Committee;
- (d) Demanded an undertaking from Ms. Shao not to proceed with the Purported EGM and refrain from making further similar attempts to remove Ms. Zhang from the boards of ACL and AVPI; and
- (e) Demanded Ms. Shao to: (i) provide full sets of financial records of ACHK, ACL, AVPI and the Fund from 2024 to present; (ii) reinstate Ms. Zhang as the authorised signatory of the bank accounts of ACHK, and reinstate the Finance Team's access to the Ascendum Bank Accounts' online banking services; and (iii) undertake not to dispose of or deal with any assets of the Ascendum Group or companies held and controlled by the Ascendum Group.

73 On 14 March 2025:

- (a) Ms. Shao replied to Conyers, acknowledging receipt of the above email. Ms. Shao also:
 - (i) Invited the Petitioner (or Ms. Zhang) to attend the Purported EGM postponed to the next day at the same time and place, where she would purportedly answer Conyers' queries, and where the resolution to remove Ms. Zhang from the boards of AVPI and ACL would still be considered; and
 - (ii) Confirmed that Maples acted for her personally.
- (b) Conyers responded that neither the Petitioner (nor Ms. Zhang personally) would attend the postponed Purported EGM.
- (c) Ms. Shao further responded, refusing to accede to any of the Petitioner or Ms. Zhang's demands, and surprisingly asserting that Ms. Zhang held no interest in the Ascendum Group at all.

- 74 On 15 March 2025, neither the Petitioner nor Ms. Zhang personally attended the postponed Purported EGM, which was invalidly convened and unilaterally adjourned from the first Purported EGM. In any event, any resolution purportedly passed at the postponed Purported EGM must be invalid and of no effect.
- 75 On 17 June 2025, the Petitioner and Ms. Zhang also caused Conyers to issue another demand letter to follow up on the previous demand letter issued on 13 March 2025, as well as the unauthorised transfers to ACHK and Maples and the disposal of the Broncus shares which had at that time recently been discovered. Ms. Shao was reminded that she and Mr. Chen had been suspended from their respective roles in the management of the Fund by the Advisory Committee since August 2024, and was asked to provide, *inter alia*:
- (a) A written explanation for the unauthorised transfers, including the purpose of each transfer and whether approval was obtained from the board of ACL;
 - (b) A complete record of the disposals, sales or transfers of assets of ACL, ACHK, AVPI, the Fund or other companies held or controlled by them from 2024 to present, stating whether approval was obtained from Ms. Zhang or the Advisory Committee;
 - (c) Confirmation of whether the Purported EGM or any general meeting had been convened by Ms. Zhang in relation to the aforementioned companies since March 2025;
 - (d) An undertaking that Ms. Shao would not in the future make further attempts similar to the Purported EGM to remove Ms. Zhang from the boards of the aforementioned companies;
 - (e) Full sets of financial records of ACL, ACHK, AVPI, the Fund and companies held or controlled by them from 2024 to present;

- (f) Confirmation that Ms. Shao had reinstated me as the authorised signatory of ACHK's bank accounts and reinstate the Finance Team's access to the Ascendum Bank Accounts' online banking services; and
- (g) An undertaking that Ms. Shao would not, without the prior approval of Ms. Zhang, dispose of or deal with any assets of ACL, ACHK, AVPI, the Fund and companies held or controlled by them, or take steps to diminish the value of such assets.

76 Ms. Shao did not respond by the stipulated deadline of 27 June 2025. Accordingly, the Petitioner commenced a derivative action in Hong Kong (action number DCCJ 3771/2025) on behalf of ACL to pursue Ms. Shao for the sums she misappropriated.

E. CONCLUSION

77 As a result of the conduct of Ms. Shao as pleaded above, the corporate governance of ACL and by extension the Ascendum Group has broken down completely, particularly in light of:

- (a) The exclusion of the Petitioner (and Ms. Zhang) from the management of the Ascendum Group;
- (b) Ms. Shao's refusal to fulfil her duties as (i) director of ACL, AVPI and ACHK, (ii) member of the Investment Committee, and (iii) Principal of the Fund;
- (c) Ms. Shao's departure from the Agreed *Modus Operandi* and the Mutual Understandings;
- (d) Ms. Shao's misappropriation of the assets of the Ascendum Group; and
- (e) The complete breakdown in mutual trust and confidence between the Petitioner (and Ms. Zhang) and Ms. Shao as a result of: (i) the aforementioned conduct of Ms. Shao; (ii) her

refusal to give any or any satisfactory explanation for her conduct; and (iii) her false criminal reports against Ms. Zhang.

78 By reason of the above, the Petitioner avers that:

- (a) There has been a proven lack of probity and/or gross misconduct in the conduct of the business and affairs of ACL and the Ascendum Group by Ms. Shao;
- (b) Any mutual trust and confidence between the Petitioner, Ms. Shao and Mr. Zhao has broken down in respect of the affairs of the Ascendum Group;
- (c) The quasi-partnership between the parties can no longer be sustained;
- (d) There is a justifiable lack of confidence in the conduct and management of the Ascendum Group under the control of Ms. Shao; and
- (e) The Petitioner's interest as a member of ACL has also been unfairly prejudiced.

79 In the premises, the Petitioner prays that ACL be wound up on the basis that it is just and equitable to do so.

80 It is averred that the winding up of ACL is justified on the basis that it is the appropriate and/or the only practical relief in the circumstances, as:

- (a) Ms. Shao has been hindering and/or limiting the Petitioner's lawful and rightful access to the books and records of ACL and the Ascendum Group; and
- (b) There is a need for independent investigation into the affairs of ACL and the Ascendum Group.

THE PETITIONER THEREFORE HUMBLY PRAYS THAT:

- 1 ACL be wound up and Mr Martin Trott of R&H Restructuring (Cayman) Ltd., Windward 1, Regatta Office Park, PO Box 897, Grand Cayman, KY 1-1103, Cayman Islands and Mr Osman Mohammed Arab and Mr Lai Wing Lun (Johnathan), both of Acclime Corporate Advisory (Hong Kong) Limited, 29th Floor, Lee Garden Two, 28 Yun Ping Road, Causeway Bay, Hong Kong be appointed as joint official liquidators.
- 2 Such further and other order as this Honourable Court may think fit.
- 3 Costs.

Dated the 8th day of August 2025



Campbells LLP

Attorneys for the Petitioner

TO: The Registrar of the Financial Services Division

TIME ESTIMATE: The estimate hearing time is one day.

NOTE: It is intended to serve this Petition on Ascendum Capital Limited

Notice of Hearing

This Petition having been presented to the Court on the day of 2025 will be heard at the
Law Courts, George Town, Grand Cayman on the day of 2025 at am/pm or as soon
thereafter as the Petition can be heard.

[illegible]

ANNEXURE 2

无锡英达通 (Wuxi EndoWays) - Structure

