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Genscript Biotech Corporation

金斯瑞生物科技股份有限公司 *

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1548)

INSIDE INFORMATION DEEMED DISPOSAL OF EQUITY INTEREST IN PROBIO CAYMAN

INTRODUCTION

Reference is made to the announcements of the Company dated 14 May 2021, 7 June 2021, 19 August 2021 and 5 September 2021 in relation to, among others, Probio Cayman's Series A Financing completed on 5 September 2021.

DEEMED DISPOSAL

The Board is pleased to announce that on 2 July 2022 (Hong Kong time), Probio Cayman entered into the Subscription Agreement, whereby Probio Cayman agreed to issue and sell, and the Series B Investor agreed to purchase, an aggregate of 57,314,000 Series B Preferred Shares at an aggregate consideration of US\$37,254,100 (equivalent to approximately HK\$292,444,685) at the Closing.

The Subscription Price and the number of the Subscription Shares shall be subject to potential adjustments if the exchange rate between US\$ and RMB immediately prior to the Closing fluctuates beyond an agreed range.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Probio Cayman is indirectly owned by the Company as to approximately 82.95% through its wholly-owned subsidiary Probio BVI. Immediately upon the Closing, the equity interest of Probio BVI in Probio Cayman will be diluted to 80.34%, without taking into account the future allotment, issuance and vesting of the ESOP Shares and assuming (i) the Probio Warrant has not been exercised, and (ii) the Convertible Bond has not been converted into the Probio Shares. Therefore, the Subscription as contemplated under the Subscription Agreement constitutes a deemed disposal of the Company's equity interest in Probio Cayman under Rule 14.29 of the Listing Rules. As all of the applicable percentage ratios (as defined in the Listing Rules) in respect of the Subscription are less than 5%, the Subscription does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

According to Rule 14.22 of the Listing Rules, the Stock Exchange will aggregate a series of transactions and treat them as if they were one transaction if they are all completed within a 12-month period or are otherwise related. As each of the Aggregated Transactions involves a reduction of the percentage shareholding of the Company in Probio Cayman and constitutes a deemed disposal on the part of the Company, the Aggregated Transactions will be required to be aggregated pursuant to Rule 14.22 of the Listing Rules.

As all of the applicable percentage ratio (as defined under the Listing Rules) in respect of the deemed disposal arising from the Aggregated Transactions, in aggregate, are less than 5%, the Aggregated Transactions does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

The entering into of the Amended and Restated Shareholders Agreement among the parties thereto constitutes a material variation of the terms of the transactions which have been previously announced by the Company in accordance with Chapter 14 of the Listing Rules and is, therefore, required to be disclosed pursuant to Rule 14.36 of the Listing Rules.

INTRODUCTION

This announcement is made by GenScript Biotech Corporation (the “**Company**”) pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

Reference is made to the announcements of the Company dated 14 May 2021, 7 June 2021, 19 August 2021 and 5 September 2021 in relation to, among others, Probio Cayman's Series A Financing completed on 5 September 2021 (collectively, the “**Previous Announcements**”). Unless otherwise defined, capitalized terms used in this announcement shall have the same meanings as those defined in the Previous Announcements.

THE SHARE SUBSCRIPTION

The Board is pleased to announce that on 2 July 2022 (Hong Kong time), Probio Cayman entered into the Subscription Agreement with the Series B Investor, pursuant to which Probio Cayman agreed to issue and sell, and the Series B Investor agreed to purchase, an aggregate of 57,314,000 Series B Preferred Shares representing approximately 2.37% of the entire issued share capital of Probio Cayman immediately after the Closing on the Fully Diluted Basis, at an aggregate consideration of US\$37,254,100 (equivalent to approximately HK\$292,444,685).

(1) Subscription Agreement

Date

2 July 2022

Parties

- (1) Probio Cayman; and
- (2) Zhenjiang High-tech Venture Capital (HK) Limited* (鎮江高新創業投資(香港)有限公司) (the “**Series B Investor**”).

To the best of the Directors’ knowledge, information and belief, and having made all reasonable enquiries, each of the Series B Investor and its ultimate beneficial owner is an Independent Third Party.

The principal terms of the Subscription Agreement is summarized as follows:

Consideration

According to the Subscription Agreement, the Series B Investor agreed to subscribe for, and Probio Cayman agreed to issue and sell to the Series B Investor at the Closing, a total of 57,314,000 Series B Preferred Shares (the “**Subscription Shares**”) of par value US\$0.00002 each at a purchase price of US\$0.65 per share at an aggregate consideration of US\$37,254,100 (equivalent to approximately HK\$292,444,685) (the “**Subscription Price**”).

The Subscription Price and the number of the Subscription Shares shall be subject to potential adjustments if the exchange rate between US\$ and RMB immediately prior to the Closing fluctuates beyond an agreed range.

The Subscription Price of US\$37,254,100 for the Subscription Shares was arrived at after arm’s length negotiation between the parties with reference to, among other things, the matters as set out in the paragraph headed “Reasons for and Benefits of the Deemed Disposal” below.

Closing

The Closing of the Subscription shall take place electronically by the exchange of documents and signatures as soon as possible, but in no event later than the third (3rd) Business Day following the satisfaction or waiver of the conditions precedent (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver (as the case may be) of the relevant conditions precedent), or such other time and place as may be mutually agreed in writing by Probio Cayman and the Series B Investor. Payment of the Subscription Price shall be made at the Closing by wire transfer of immediately available funds to a bank account designated by Probio Cayman.

The Closing shall be subject to the satisfaction or waiver (as the case may be) of, among others, the following conditions precedent:

1. the representations and warranties of Probio Cayman and the Series B Investor shall remain true and accurate in all respects or in all material respects (as the case may be) as of the Closing;
2. Probio Cayman and the Series B Investor having performed and complied in all material respects with all, and not be in breach or default in any material respect under any, agreements, covenants and obligations contained in the Subscription Agreement and other Transaction Documents that are required to be performed or complied with on or before the Closing;
3. all Authorizations (including without limitation, the ODI Approvals) in connection with the Subscription having been obtained and effective as of the Closing (other than those Authorizations to be obtained after the Closing pursuant to the Transaction Documents);
4. the Restated Articles having been duly adopted by Probio Cayman and shall remain in full force and effect;
5. the Amended and Restated Shareholders Agreement having been executed and delivered; and
6. the Properties Purchase Agreements having been executed and delivered.

The shareholding structure of Probio Cayman immediately before and after the Closing is set out below, which shall be subject to potential adjustment to the Subscription Price and the number of the Subscription Shares if the exchange rate between US\$ and RMB immediately prior to the Closing fluctuates beyond an agreed range.

Name of shareholders	Probio Shares	Series A Preferred Shares	Series B Preferred Shares	Shareholding percentage immediately prior to the Closing ⁽³⁾	Shareholding percentage immediately after the Closing ⁽⁴⁾	Shareholding percentage immediately after the Closing	Shareholding percentage immediately after the Closing
						(assuming the full exercise of the Probio Warrant and the Convertible Bond and all the ESOP Shares have been allotted, issued and vested) on the Fully-Diluted Basis ⁽⁶⁾	(assuming all the ESOP Shares have been allotted, issued and vested) ⁽⁵⁾
Genscript Biotech Corporation and its wholly-owned subsidiary Probio BVI ⁽¹⁾	1,460,000,000	—	—	82.95%	80.34%	68.61%	64.62% ⁽⁶⁾
Series A Investors	—	300,000,000	—	17.05%	16.51%	14.10%	20.19%
Series B Investor	—	—	57,314,000	—	3.15%	2.69%	2.37%
The ESOP ⁽²⁾	310,588,235	—	—	—	—	14.60%	12.82%
Total	<u>1,770,588,235</u>	<u>300,000,000</u>	<u>57,314,000</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>

Notes:

- (1) As at the date of this announcement and immediately prior to the Closing, Probio Cayman is approximately 82.95% owned by Probio BVI, which in turn is wholly-owned by the Company.
- (2) The employee stock ownership plan (the “ESOP”) includes the restricted share unit award scheme of Probio Cayman, pursuant to which a maximum of 310,588,235 Probio Shares may be issued pursuant to the vesting of the restricted share units that may be granted thereunder. As at the date of this announcement, no ESOP Shares have been allotted, issued, and vested.
- (3) As at the date of this announcement and immediately prior to the Closing, Probio Cayman is approximately 82.95% owned by Probio BVI, which in turn is wholly-owned by the Company.
- (4) Immediately after the Closing and without taking into account (i) the future allotment, issuance and vesting of the ESOP Shares, (ii) the future exercise of the Probio Warrant, and (iii) the future conversion into the Probio Shares from the Convertible Bond.
- (5) Immediately after the Closing and assuming all the ESOP Shares have been allotted, issued and vested.
- (6) Immediately after the Closing and assuming (i) all the ESOP Shares have been allotted, issued and vested, (ii) the Probio Warrant has been fully exercised, and (iii) the Convertible Bond has been fully converted into the Probio Shares, whereupon Probio Cayman shall be indirectly owned as to approximately 64.62% by the Company.

(2) The Restated Articles and the Amended and Restated Shareholders Agreement

In connection with the Subscription, the Company, Probio BVI, Probio Cayman, the Series A Investors and the Series B Investor intend to enter into the Amended and Restated Shareholders Agreement on the date of the Closing, which will supersede the Shareholders Agreement.

According to the Restated Articles and the Amended and Restated Shareholders Agreement, the holder of Series B Preferred Shares shall have the following rights:

Redemption Right

Upon the occurrence of any Series B Redemption Event (as defined below), the Series B Investor shall have the right (the “**Series B Redemption Right**”) to require the Company or Probio Cayman, jointly and severally, to redeem all or any of the Series B Preferred Shares at the Series B Redemption Price (as defined below) per share (the “**Redemption Obligation**”).

The “Series B Redemption Price” shall be equal to the aggregate of (i) the Series B Issue Price, (ii) interest at an agreed rate per annum accruing on the Series B Issue Price, calculated from the date of issuance thereof until the fifth (5th) anniversary of the date of issuance, and (iii) any declared but unpaid dividends thereto as of the redemption date.

A “Series B Redemption Event” means the Qualified IPO has not been accomplished on or prior to the fifth (5th) anniversary of the date of issuance of Series B Preferred Shares.

The Company shall ensure compliance with Rule 14.74 of the Listing Rules upon exercise of the Series B Redemption Right.

Information and Inspection Rights

Probio Cayman shall provide the Series B Investor with certain annual, semi-annual, and quarterly financial statements and other reasonable information relating to the financial conditions and business of Probio Cayman.

Series B Investor shall have the right to (i) inspect the properties, equipment, facilities, books and records of Probio Cayman, and (ii) discuss the business, operations and conditions of Probio Cayman with its directors.

Restrictions on Transfer

A holder of Series B Preferred Share may not sell, assign or transfer any equity securities of Probio Cayman now or hereafter held by it unless (i) the transferee has agreed in writing to be bound by terms and conditions of the Amended and Restated Shareholders Agreement pursuant to a deed of adherence, (ii) the transfer complies in all respects with the other applicable provisions of the Amended and Restated Shareholders Agreement, and (iii) the transfer complies in all respects with applicable laws.

(3) Letter of Undertaking and Real Property Pledge Agreements

On the date of the Closing, the Letter of Undertaking is proposed to be entered into by and among (1) Zhenjiang Gaoxin Venture Capital Co., Ltd* (鎮江高新創業投資有限公司) (“**Zhenjiang Gaoxin**”), (2) the Series B Investor, (3) Probio Jiangsu, (4) GenScript Jiangsu, (5) Probio Cayman, and (6) the Company.

A real property pledge agreement is to be entered into by and between Zhenjiang Gaoxin and GenScript Jiangsu, and a real property pledge agreement is to be entered into by and between Zhenjiang Gaoxin and Probio Jiangsu after the completion of the Acquisition (collectively, the “**Pledge Agreements**”).

Pursuant to the Letter of Undertaking and the Pledge Agreements, GenScript Jiangsu and Probio Jiangsu shall pledge the Properties acquired by them pursuant to the Acquisition in favour of Zhenjiang Gaoxin so as to secure the performance of the Redemption Obligation of the Company and Probio Cayman.

Pursuant to the Letter of Undertaking, the pledge of the Properties shall be immediately released once the Redemption Obligation of the Company and Probio Cayman are fully fulfilled, terminated or otherwise expired.

GENERAL INFORMATION

Information on the Series B Investor and Zhenjiang Gaoxin

The Series B Investor is a limited liability company incorporated under the laws of Hong Kong and an affiliate of Zhenjiang Gaoxin.

Zhenjiang Gaoxin is a limited liability company established under the laws of the PRC in June 2010 and is a wholly-owned subsidiary of Jiangsu Hanrui Investment Holding Co., Ltd.* (江蘇瀚瑞投資控股有限公司), a state-owned enterprise wholly-owned by the Zhenjiang People’s Government, the PRC. Zhenjiang Gaoxin is an investment platform to accelerate transformation and upgrading and enhance industrial competitiveness of the Zhenjiang Economic Development Zone, and to support the industrialization of technology-based small and medium-sized enterprises and the development of emerging industries.

Information on Probio Group

Probio Cayman is an indirect non wholly-owned subsidiary of the Company incorporated on 7 May 2021 in the Cayman Islands as an exempted company with limited liability. Probio Group provides comprehensive CDMO services in four key categories, namely, antibody drug discovery, biologics pre-clinical development, biologics clinical and commercial manufacturing, plasmid & virus for therapeutics development at pre-clinical to commercial manufacturing stages. These services and associated products help biopharmaceutical and biotech companies to accelerate the development of biologics, cell therapy, gene therapy, mRNA and etc. with an integrated platform from drug discovery stage to commercial manufacturing stage.

There was no audited consolidated financial information of Probio Cayman and its subsidiaries for the year ended 31 December 2020. The unaudited consolidated financial information prepared in accordance with the Hong Kong Financial Reporting Standards of Probio Cayman for the period from its date of establishment to 31 December 2021 is set forth below:

	For the period from its date of establishment to 31 December 2021 US\$'000
Revenue	46,812
Loss before tax	(141,153)
Net loss after tax	(141,687)

As at each of 31 December 2020 and 2021, the unaudited net liabilities of Probio Cayman and its subsidiaries were nil and US\$139,532,000, respectively.

REASONS FOR AND BENEFITS OF THE DEEMED DISPOSAL

The proceeds from the Subscription are intended to be used to satisfy the capital expenditure and other general working capital needs in the operation of the main business of Probio Cayman. The Company believes that the Subscription would provide an additional source of funding for the plan to build up the Good Manufacturing Practice (GMP) manufacturing capacity and the research and development capabilities of Probio Cayman to develop its existing business.

The terms of the Transaction Agreements have been arrived at after arm's length negotiations among the parties. The Directors (including independent non-executive Directors) are of the view and have confirmed that the terms of the Transaction Agreements and the transactions contemplated thereunder are on normal commercial terms, fair and reasonable and in the interest of the Company and the Shareholders as a whole.

USE OF PROCEEDS FROM THE SUBSCRIPTION

Probio Cayman intends to utilize the net proceeds from the Subscription for capital expenditure and other general working capital purposes, primarily for use in the expansion of manufacturing facilities, enhancement of research and development platform, as well as general corporate expenses.

THE FINANCIAL IMPACT OF DEEMED DISPOSAL

Immediately prior to the Closing, Probio Cayman was approximately 82.95% owned by the Probio BVI. Immediately after the Closing, Probio Cayman is owned as to approximately 80.34% by Probio BVI without taking into account the future allotment, issuance and vesting of the ESOP Shares and assuming (i) the Probio Warrant has not been exercised, and (ii) the Convertible Bond has not been converted into the Probio Shares. Probio Cayman will continue to be an indirect non-wholly-owned subsidiary of the Company. The results of operations and financial position of Probio Cayman will continue to be recorded in the Group's consolidated financial statements. As the effect of the Subscription and the Deemed Disposal will not cause a loss of the Group's control over Probio Cayman, the Deemed Disposal due to the Subscription will be accounted for as an equity transaction that will not result in the recognition of any gain or loss in profit or loss.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Probio Cayman is indirectly owned by the Company as to approximately 82.95% through its wholly-owned subsidiary Probio BVI. Immediately upon the Closing, the equity interest of Probio BVI in Probio Cayman will be diluted to approximately 80.34%, without taking into account the future allotment, issuance and vesting of the ESOP Shares and assuming (i) the Probio Warrant has not been exercised, and (ii) the Convertible Bond has not been converted into the Probio Shares. Therefore, the Subscription as contemplated under the Subscription Agreement constitutes a deemed disposal of the Company's equity interest in Probio Cayman under Rule 14.29 of the Listing Rules. As all of the applicable percentage ratios (as defined in the Listing Rules) in respect of the Subscription are less than 5%, the Subscription does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

According to Rule 14.22 of the Listing Rules, the Stock Exchange will aggregate a series of transactions and treat them as if they were one transaction if they are all completed within a 12-month period or are otherwise related. As each of the Aggregated Transactions involves a reduction of the percentage shareholding of the Company in Probio Cayman and constitutes a deemed disposal on the part of the Company, the Aggregated Transactions will be required to be aggregated pursuant to Rule 14.22 of the Listing Rules.

As all of the applicable percentage ratio (as defined under the Listing Rules) in respect of the deemed disposal arising from the Aggregated Transactions, in aggregate, are less than 5%, the Aggregated Transactions does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

None of the Directors has any material interest in the Transaction Agreements and the transactions contemplated thereunder. The Board (including the independent non-executive Directors) has approved the Transaction Agreements and the transactions contemplated thereunder. The Directors (including independent non-executive Directors) are of the view and have confirmed that the terms of the Transaction Agreements and the transactions contemplated thereunder are on normal commercial terms, fair and reasonable and in the interest of the Company and the Shareholders as a whole.

The entering into of the Amended and Restated Shareholders Agreement among the parties thereto constitutes a material variation of the terms of the transactions which have been previously announced by the Company in accordance with Chapter 14 of the Listing Rules and is, therefore, required to be disclosed pursuant to Rule 14.36 of the Listing Rules.

The Subscription may or may not proceed and that the Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Acquisition”	the acquisition of the Properties by GenScript Jiangsu and Probio Jiangsu in accordance with the terms of the Properties Purchase Agreements;
“Aggregated Transactions”	collectively, the (i) the deemed disposal of the Company’s equity interests in Probio Cayman pursuant to the Series A Financing (see announcements of the Company dated 14 May 2021, 7 June 2021, 19 August 2021 and 5 September 2021 for details) and (ii) the Subscription;
“Amended and Restated Shareholders Agreement”	the first amended and restated shareholders agreement to be entered into by Probio Cayman, the Company, Probio BVI, the Series A Investors and the Series B Investor at the Closing;
“Authorizations”	any consent, approval, order, license or authorization of, registration, certificate, declaration or filing with or notice to any governmental authority;
“Board”	the board of Directors;
“Business Day”	any day other than Saturday, Sunday or another day on which commercial banks located in the Cayman Islands, the PRC or Hong Kong are authorized or required by law or executive order to be closed and on which no tropical cyclone warning No. 8 or above and no “black” rainstorm warning signal is hoisted in Hong Kong at any time between 8:00 a.m. and 6:00 p.m. Hong Kong time;
“Closing”	the consummation of the Subscription;
“Company”	Genscript Biotech Corporation 金斯瑞生物科技股份有限公司 * (Stock Code: 1548), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange;

“connected person(s)”	has the meaning ascribed to it under the Listing Rules;
“Convertible Bond”	the convertible bond in the principal amount of US\$70,000,000 convertible into certain Probio Shares issued by Probio Cayman to the Company through its subsidiary, being Probio BVI, on the Series A Closing Date;
“Deemed Disposal”	the deemed disposal of equity interest in Probio Cayman in relation to the Subscription;
“Director(s)”	the director(s) of the Company;
“ESOP Shares”	an aggregate of 310,588,235 Probio Shares that have been reserved for the restricted share unit award scheme adopted by Probio Cayman on 3 September 2021;
“Fully Diluted Basis”	for the purpose of calculating share numbers, that the calculation is made assuming that (i) all the ESOP Shares have been allotted, issued and vested, (ii) the Probio Warrant has been fully exercised, and (iii) the Convertible Bond has been fully converted into the Probio Shares;
“GenScript Jiangsu”	Jiangsu GenScript Biotech Co., Ltd.* (江蘇金斯瑞生物科技有限公司), a limited liability company incorporated in the PRC, which is an indirect wholly-owned subsidiary of the Company;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong Dollar, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Independent Third Party(ies)”	the independent third party who is, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, independent of and not connected with the Company and the connected person(s) (as defined in the Listing Rules) of the Company;
“Letter of Undertaking”	the letter of undertaking to be entered into by Zhenjiang Gaoxin, the Series B Investor, Probio Jiangsu, GenScript Jiangsu, Probio Cayman, and the Company on the date of the Closing;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;

“ODI Approvals”	all overseas direct investment approvals, consents, authorizations and registrations required under all applicable laws by (i) the National Development and Reform Commission of the PRC or its local counterparts; (ii) the Ministry of Commerce of the PRC or its local counterparts; and (iii) the State Administration for Foreign Exchange or its local branches (including through the relevant foreign exchange banks), in each case, relating to the Subscription;
“PRC”	the People’s Republic of China, excluding, for the purpose of this announcement, Hong Kong, the Macau Special Administrative Region of China and Taiwan;
“Preferred Shares”	the Series A Preferred and/or the Series B Preferred Shares (as the case may be);
“Probio BVI”	Probio Technology I Limited, a limited company incorporated in the British Virgin Islands, which is a direct wholly-owned subsidiary of the Company;
“Probio Cayman”	Probio Technology Limited, an exempted company incorporated in the Cayman Islands with limited liability, which is approximately 82.95% owned by Probio BVI and in turn is wholly-owned by the Company immediately prior to the Closing;
“Probio Group”	Probio Cayman and its subsidiaries;
“Probio Jiangsu”	Jiangsu GenScript ProBio Biotech Co., Ltd* (江蘇金斯瑞蓬勃生物科技有限公司), a limited company incorporated in the PRC, which is an indirect non wholly-owned subsidiary of the Company;
“Probio Shares”	the ordinary shares of Probio Cayman of par value US\$0.00002 per share;
“Probio Warrant”	the warrant to purchase certain Probio Shares issued by Probio Cayman to the Series A Investors on the Series A Closing Date;
“Properties”	eight buildings acquired by GenScript Jiangsu and Probio Jiangsu in accordance with the terms of the Properties Purchase Agreements;
“Properties Purchase Agreements”	the Properties Purchase Agreements entered into by and among GenScript Jiangsu, Probio Jiangsu and the Sellers in relation to the sale and purchase of the Properties. Please see the announcement of the Company dated 29 June 2022 for details of the Properties Purchase Agreements;

“Qualified IPO”	Probio Cayman’s first firm commitment underwritten public offering of its Probio Shares, or securities representing such Probio Shares, on New York Stock Exchange, the NASDAQ global market, The Hong Kong Stock Exchange of Hong Kong Limited or other internationally recognized stock exchange as may be approved by the board of directors of Probio Cayman and the Investors, and in which the public offering price per Probio Share being at least two (2) times the Series A Issue Price;
“Restated Articles”	the Amended and Restated Memorandum and Articles of Association of Probio Cayman to be adopted by special resolution;
“Sellers”	collectively, Hanrui Asset Management Co., Ltd.* (江蘇瀚瑞資產經營有限公司) and Jiangsu Hanrui Investment Holding Co., Ltd.* (江蘇瀚瑞投資控股有限公司);
“Series A Closing Date”	3 September 2021;
“Series A Financing”	the financing of Probio Cayman pursuant to the Series A Purchase Agreement;
“Series A Investors”	the holders of the Series A Preferred Shares;
“Series A Issue Price”	means US\$0.50 per Series A Preferred Share, as equitably adjusted for share split, share combination, recapitalization, or similar events;
“Series A Preferred Shares”	the Series A preferred shares issued by Probio Cayman;
“Series A Purchase Agreement”	the Share and Warrant Purchase Agreement dated 18 August 2021 entered into among the Company, Probio BVI, Probio Cayman, Probio Technology (BVI) Limited, Probio Technology HK Limited (香港蓬勃生物科技有限公司), Nanjing ProBio Biotech Co., Ltd. (南京蓬勃生物科技有限公司), Jiangsu GenScript ProBio Biotech Co., Ltd. (江蘇金斯瑞蓬勃生物科技有限公司) and the Series A Investors, pursuant to which Probio Cayman issued and the Series A Investors purchased certain Series A Preferred Shares and the Probio Warrant to purchase certain Probio Shares;
“Series B Issue Price”	means US\$0.65 per Series B Preferred Share, as equitably adjusted for share split, share combination, recapitalization, or similar events;
“Series B Preferred Shares”	the Series B preferred shares to be issued by Probio Cayman;

“Shareholders”	the holders of shares of the Company;
“Shareholders Agreement”	the Shareholders Agreement dated 3 September 2021 entered into by and between GenScript, Probio BVI, Probio Cayman and the Series A Investors;
“Subscription”	the purchase of 57,314,000 Series B Preferred Shares by the Series B Investor;
“Subscription Agreement”	the share subscription agreement dated 2 July 2022 entered into between Probio Cayman and Series B Investor, pursuant to which Probio Cayman agreed to issue, and the Series B Investor agreed to purchase, 57,314,000 Series B Preferred Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Transaction Documents”	collectively, the Subscription Agreement, the Restated Articles, the Amended and Restated Shareholders Agreement, the Letter of Undertaking, the Pledge Agreements, and any other agreements, documents or instruments delivered pursuant hereto or thereto;
“US\$”	United States Dollar, the lawful currency of the United States of America; and
“%”	per cent.

For the purposes of illustration only, any amount denominated in US\$ in this announcement was translated into HK\$ at the rate of US\$1 = HK\$7.85. Such translations should not be construed as a representation that the amounts in question have been, could have been or could be, converted at any particular rate at all.

By order of the Board
Genscript Biotech Corporation
Meng Jiange
Chairman and Executive Director

Hong Kong, 4 July 2022

As at the date of this announcement, the executive Directors are Mr. Meng Jiange, Ms. Wang Ye and Dr. Zhu Li; the non-executive Directors are Dr. Zhang Fangliang, Dr. Wang Luquan, Mr. Pan Yuexin and Ms. Wang Jiafen; and the independent non-executive Directors are Mr. Guo Hongxin, Mr. Dai Zumian, Mr. Pan Jiuan and Dr. Wang Xuehai.

* *For identification purposes only*