
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

CATALYST BIOSCIENCES, INC.

(Name of Issuer)

Common Stock, par value \$0.001

(Title of Class of Securities)

14888D208

(CUSIP Number)

Ying Luo, Ph.D.
Nihonbashi-Honcho YS Bldg. 3rd Floor
2-2-2 Nihonbashi-Honcho, Chuo-ku,
103-0023 Tokyo, Japan
+81-3-6214-3600

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 27, 2023

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 14888D208			
1.	Names of Reporting Persons		GNI Group Ltd.
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only		
4.	Source of Funds (See Instructions)		OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		<input type="checkbox"/>
6.	Citizenship or Place of Organization		Japan
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	6,266,521
	8.	Shared Voting Power	0
	9.	Sole Dispositive Power	6,266,521
	10.	Shared Dispositive Power	0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person		6,266,521
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11)		16.50%(1)
14.	Type of Reporting Person (See Instructions)		CO

(1) Based on 37,978,142 shares of common stock issued and outstanding as of October 20, 2023.

1.		Names of Reporting Persons	GNI Hong Kong Limited
2.		Check the Appropriate Box if a Member of a Group (See Instructions)	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.		SEC Use Only	
4.		Source of Funds (See Instructions)	OO
5.		Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	<input type="checkbox"/>
6.		Citizenship or Place of Organization	Hong Kong
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	0
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	0
11.		Aggregate Amount Beneficially Owned by Each Reporting Person	0
12.		Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	<input type="checkbox"/>
13.		Percent of Class Represented by Amount in Row (11)	0%(1)
14.		Type of Reporting Person (See Instructions)	CO

(1) Based on 37,978,142 shares of common stock issued and outstanding as of October 20, 2023.

1.		Names of Reporting Persons	GNI USA, Inc.
2.		Check the Appropriate Box if a Member of a Group (See Instructions)	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.		SEC Use Only	
4.		Source of Funds (See Instructions)	OO
5.		Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	<input type="checkbox"/>
6.		Citizenship or Place of Organization	Delaware
Number of Shares Beneficially by Owned by Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	6,266,521
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	6,266,521
11.		Aggregate Amount Beneficially Owned by Each Reporting Person	6,266,521
12.		Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	<input type="checkbox"/>
13.		Percent of Class Represented by Amount in Row (11)	16.50%(1)
14.		Type of Reporting Person (See Instructions)	CO

(1) Based on 37,978,142 shares of common stock issued and outstanding as of October 20, 2023.

Explanatory Note

This Amendment No. 1 to the statement on Schedule 13D (this “Amendment”) relates to shares of common stock, \$0.001 par value (“Common Stock”) of Catalyst Biosciences, Inc., a Delaware corporation (the “Issuer”), and amends the statement on Schedule 13D filed on January 5, 2023 (the “Original Schedule 13D” and, together with this Amendment, the “Schedule 13D”). Except as otherwise provided herein, each Item of the Original Schedule 13D remains unchanged. Capitalized terms used and not defined in this Amendment have the meanings set forth in the Original Schedule 13D.

Item 2. Identity and Background.

Item 2(a) of the Original Schedule 13D is amended and restated in its entirety as follows:

- a. This Schedule 13D is being filed by GNI Group Ltd., a company incorporated under the laws of Japan with limited liability (“GNI Japan”), GNI Hong Kong Limited, a company incorporated under the laws of Hong Kong with limited liability (“GNI Hong Kong”) and GNI USA, Inc., a Delaware corporation (“GNI USA” and, together with GNI Japan and GNI Hong Kong, the “Reporting Persons”).

Items 2(b) and 2(c) of the Original Schedule 13D are amended by adding the following:

- b. The principal business address of GNI USA is 12730 High Bluff Drive, Suite 250, San Diego, CA 92130.
- c. GNI USA is a wholly-owned subsidiary of GNI Japan.

Item 4. Purpose of Transaction.

Item 4 of the Original Schedule 13D is amended by adding the following:

Pursuant to that certain Share Purchase Agreement, dated as of October 27, 2023, by and between GNI Hong Kong and GNI Group, GNI Hong Kong assigned and transferred to GNI Group all of its right, title and interest in and to all of its shares of Common Stock and all of its shares of Series X Convertible Preferred Stock, par value \$0.001 per share, of the Issuer (“Convertible Preferred Stock”) in exchange for \$ 54,626,653 in the aggregate.

Immediately after such transfer, pursuant to that certain Contribution and Exchange Agreement, dated as of October 27, 2023, by and between GNI Group and GNI USA, GNI Group assigned and transferred to GNI USA all of its right, title and interest in and to all of its shares of Common Stock and of Convertible Preferred Stock in exchange for 17.97 shares of common stock of GNI USA.

GNI USA acquired the shares of Common Stock and of Convertible Preferred Stock as part of a reorganization among related parties in order to consolidate into GNI USA the shares of Common Stock and of Convertible Preferred Stock acquired by GNI Group and GNI Hong Kong in the transactions contemplated by the F351 Agreement.

Item 5. Interest in Securities of the Issuer.

Item 5(e) of the Original Schedule 13D is amended and restated in its entirety as follows:

- e. Effective as of October 27, 2023, GNI Hong Kong ceased to be the beneficial owner of more than five percent of the shares of Common Stock.

Item 7. Materials to be Filed as Exhibits.

[Exhibit A](#) — Share Purchase Agreement, dated as of October 27, 2023, by and between GNI Group Ltd. and GNI Hong Kong Limited.

[Exhibit B](#) — Contribution and Exchange Agreement, dated as of October 27, 2023, by and between GNI Group Ltd. and GNI USA, Inc.

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: October 30, 2023

GNI Group Ltd.

/s/ Thomas Eastling

By: Thomas Eastling

Its: Attorney-in-fact

Dated: October 30, 2023

GNI Hong Kong Limited

/s/ Thomas Eastling

By: Thomas Eastling

Its: Attorney-in-fact

Dated: October 30, 2023

GNI USA, Inc.

/s/ Thomas Eastling

By: Thomas Eastling

Its: Director

Schedule A

MANAGING DIRECTORS AND EXECUTIVE OFFICERS OF GNI USA, INC.

Name and Position	Business Office Address	Present Principal Occupation
Ying Luo, Ph.D.	Nihonbashi-Honcho YS Bldg. 3rd Floor 2-2-2 Nihonbashi-Honcho, Chuo-ku 103-0023 Tokyo, Japan	Director, President and Chief Executive Officer
Thomas Eastling	12730 High Bluff Drive Suite 250 San Diego, CA 92130	Director, Treasurer and Secretary

GNI HONG KONG SHARE PURCHASE AGREEMENT

This GNI HONG KONG SHARE PURCHASE AGREEMENT (this "Agreement"), is made as of October 27, 2023, by and between GNI Hong Kong Limited, a company incorporated under the laws of Hong Kong with limited liability ("Seller") and GNI Group Ltd., a company incorporated under the laws of Japan with limited liability ("Buyer"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Business Combination Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Business Combination Agreement, dated as of December 26, 2022, and amended on March 29, 2023 and August 30, 2023 (as amended, the "Business Combination Agreement"), by and among Catalyst Biosciences, Inc., a Delaware corporation ("Parent"), Buyer, Seller, GNI USA, Inc., a Delaware corporation, Shanghai Genomics, Inc., a company organized under the laws of the People's Republic of China, the Minority Holders and Continent Pharmaceuticals, Inc., a Cayman Islands company limited by shares (the "Company"), the parties intend to effect the contribution of the interests in each of the Company and Further Challenger International Ltd., a company incorporated and existing under the laws of the British Virgin Islands, to Parent in exchange for either, or a combination of, shares of common stock, par value \$0.001 per share (the "Parent Common Stock"), or shares of Series X Convertible Preferred Stock, par value \$0.001 per share (the "Parent Series X Preferred Stock"), of Parent, on the terms and subject to the conditions set forth therein and (ii) that certain Asset Purchase Agreement, dated as of December 26, 2022, and amended on March 29, 2023 (as amended, the "Asset Purchase Agreement"), by and among Parent, Buyer and Seller (together, the "F351 Sellers"), the F351 Sellers sold to Parent, and Parent purchased from the F351 Sellers, the Purchased Assets (as defined in the Asset Purchase Agreement), in exchange for the issuance to Buyer and Seller of a combination of Parent Common Stock and Parent Series X Preferred Stock (collectively, the "Transactions");

WHEREAS, Seller holds 5,371,304 shares of Parent Common Stock and 10,577 shares of Parent Series X Preferred Stock (collectively, the "Shares"); and

WHEREAS, in connection with the Transactions, Seller desires to sell, and the Buyer desires to purchase, the Shares, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Purchase. On the terms and subject to the conditions set forth in this Agreement, Seller hereby sells with full title guarantee, and Buyer does hereby buy from Seller, all of Seller's right, title and interest in and to the Shares, both beneficial and legal, effective as of the date hereof (the "Sale") for an aggregate purchase price of \$54,626,653 (the "Purchase Price"). Buyer shall deliver to the Seller an amount equal to the Purchase Price. Seller shall deliver to Buyer on the date hereof in connection with the Sale a stock transfer form in relation to the Shares, duly executed.

2. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer:

(a) Organization of Seller. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of Hong Kong.

(b) Authority. Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Seller has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) shall constitute Seller's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) Ownership and Transferred Interests. Seller has valid, good, and marketable title to the Shares and such Shares are free and clear of all liens. Seller has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to Buyer all right, title and interest in and to the Shares without penalty or other adverse consequences.

3. Representations and Warranties of the Buyer. Buyer hereby represents and warrants to Seller:

(a) Organization of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of Japan.

(b) Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Buyer has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution and delivery by Seller) shall constitute Buyer's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) Accredited Investor Status. Prior to the date of this Agreement, Buyer is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act") or is not a "U.S. person" within the meaning of Regulation S, Rule 902, promulgated by the SEC under the Securities Act.

4. Further Assurances. Seller and Buyer agree to execute any and all documents and instruments of transfer, assignment, assumption, or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

5. Entire Agreement. This Agreement, the Business Combination Agreement, the Company Disclosure Letter, the Parent Disclosure Letter and the Confidentiality Agreements constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns.

7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

8. Headings. The table of contents and headings contained in this Agreement or in any Exhibit or Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment.

10. Governing Law; Submission to Jurisdiction. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any party or its Affiliates against any other party or its Affiliates shall be brought and determined in the Court of Chancery of the State of Delaware, provided that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware. Each of the parties hereby irrevocably submits to the jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

11. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

GNI HONG KONG LIMITED

By: /s/ Thomas Eastling

Name: Thomas Eastling

Title: Director

GNI GROUP LTD.

By: /s/ Ying Luo, Ph.D.

Name: Ying Luo, Ph.D.

Title: President and Chief Executive Officer

[Signature Page to GNI Hong Kong Share Purchase Agreement]

GNI GROUP CONTRIBUTION AND EXCHANGE AGREEMENT

This GNI GROUP CONTRIBUTION AND EXCHANGE AGREEMENT (this "Agreement") is made as of October 27, 2023, by and between GNI Group Ltd., a company incorporated under the laws of Japan with limited liability ("GNI Group") and GNI USA, Inc., a Delaware corporation ("GNI USA") (each of GNI Group and GNI USA being a "Party" and together the "Parties"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Business Combination Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Business Combination Agreement, dated as of December 26, 2022, and amended on March 29, 2023 and August 30, 2023 (as amended, the "Business Combination Agreement"), by and among Catalyst Biosciences, Inc., a Delaware corporation ("Parent"), GNI USA, GNI Group, GNI Hong Kong, a company incorporated under the laws of Hong Kong with limited liability ("GNI Hong Kong"), Shanghai Genomics, Inc., a company organized under the laws of the People's Republic of China, the Minority Holders and Continent Pharmaceuticals, Inc., a Cayman Islands company limited by shares (the "Company"), the parties intend to effect the contribution of the interests in each of the Company and Further Challenger International Ltd., a company incorporated and existing under the laws of the British Virgin Islands, to Parent in exchange for either, or a combination of, shares of common stock, par value \$0.001 per share (the "Parent Common Stock"), or shares of Series X Convertible Preferred Stock, par value \$0.001 per share (the "Parent Series X Preferred Stock"), of Parent, on the terms and subject to the conditions set forth therein and (ii) that certain Asset Purchase Agreement, dated as of December 26, 2022, and amended on March 29, 2023 (as amended, the "Asset Purchase Agreement"), by and among Parent, GNI Group and GNI Hong Kong (together, the "Sellers"), the Sellers sold to Parent, and Parent purchased from the Sellers, the Purchased Assets (as defined in the Asset Purchase Agreement), in exchange for the issuance to GNI Group and GNI Hong Kong of a combination of Parent Common Stock and Parent Series X Preferred Stock (collectively, the "Transactions");

WHEREAS, GNI Group holds 12,739,900 ordinary shares, par value \$0.0001 per share, of the Company (being a 60.95% interest in the Company) (the "Company Ordinary Shares");

WHEREAS, GNI Group previously acquired 5,371,304 shares of Parent Common Stock and 10,577 shares of Parent Series X Preferred Stock from GNI Hong Kong;

WHEREAS, GNI Group holds 6,266,521 shares of Parent Common Stock and 12,340 shares of Parent Series X Preferred Stock (collectively, the "Parent Stock"); and

WHEREAS, in connection with the Transactions, the Parties hereto desire to cause GNI Group to contribute the Company Ordinary Shares and Parent Stock to GNI USA in exchange for 17.97 shares of common stock, par value \$0.001 per share, of GNI USA (the "GNI USA Common Stock"), such that, following the transactions contemplated by this Agreement, one hundred percent (100%) of both the Company Ordinary Shares and Parent Stock shall be owned by GNI USA.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) Contributions. GNI Group hereby contributes, transfers and delivers to GNI USA all of GNI Group's right, title and interest in, to and under the Company Ordinary Shares and Parent Stock, and GNI USA hereby accepts and acquires from GNI Group the Company Ordinary Shares and Parent Stock in exchange for the GNI USA Common Stock, effective as of the date that the Company's Register of Members is updated to reflect GNI USA's ownership of the Company Ordinary Shares (the "GNI Group Contribution").
- 2) Further Assurances. Each Party shall execute and deliver any and all such instruments and take any and all actions as any other Party may reasonably request from time to time in order to better confirm or give effect to the other provisions of this Agreement or the transactions described herein.
- 3) Accredited Investor Status. Prior to the date of this Agreement, GNI USA is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act") or is not a "U.S. person" within the meaning of Regulation S, Rule 902, promulgated by the SEC under the Securities Act.
- 4) Tax Treatment. It is intended that, for U.S. federal income tax purposes, the GNI Group Contribution will be treated as an exchange governed by Sections 351(a) and 1032(a) of the Internal Revenue Code of 1986, as amended.
- 5) Miscellaneous.
 - a) Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective legal representatives, successors and assigns.
 - b) Survival; Complete Agreement. All the agreements, representations and warranties made by the Parties in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the GNI Group Contribution. This Agreement, the Business Combination Agreement (including the exhibits thereto), the Company Disclosure Letter, the Parent Disclosure Letter and the Confidentiality Agreements constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the Parties with respect to the subject matter hereof and thereof.
 - c) Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

GNI GROUP LTD.

By: /s/ Ying Luo, Ph.D.
Name: Ying Luo, Ph.D.
Title: President and Chief Executive Officer

GNI USA, INC.

By: /s/ Thomas Eastling
Name: Thomas Eastling
Title: Director

[Signature Page to the Contribution Agreement]
