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

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934

For the month of April 2026

Commission file number: 001-41598

LAKESHORE BIOPHARMA CO., LTD
(Exact name of registrant as specified in its charter)

**Building No. 2, 38 Yongda Road
Daxing Biomedical Industry Park
Daxing District, Beijing, PRC
Tel: 010-89202086**
(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

EXHIBITS

Exhibit No.	Description
99.1	Press Release - LakeShore Biopharma Enters into Amended Merger Agreement for Going-Private Transaction
99.2	Amendment No. 1 to Agreement and Plan of Merger, dated April 29, 2026, by and among LakeShore Biopharma Co., Ltd, Oceanpine Skyline Inc. and Oceanpine Merger Sub Inc.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

LakeShore Biopharma Co., Ltd

By: /s/ Rachel Yu

Name: Rachel Yu

Title: Director and Chief Financial Officer

Date: April 29, 2026

LakeShore Biopharma Enters into Amended Merger Agreement for Going-Private Transaction

BEIJING, China, April 29, 2026 /NewMediaWire/ — LakeShore Biopharma Co., Ltd (“LakeShore Biopharma” or the “Company”) (OTCPK: LSBCF; OTCPK: LSBWF), a global biopharmaceutical company dedicated to discovering, developing, manufacturing, and delivering new generations of vaccines and therapeutic biologics for infectious diseases and cancer, today announced that it has entered into Amendment No. 1 to Agreement and Plan of Merger with Oceanpine Skyline Inc. (“Parent”) and Oceanpine Merger Sub Inc. (“Merger Sub”), a wholly owned subsidiary of Parent, which amends the Agreement and Plan of Merger, dated November 4, 2025, by and among the Company, Parent and Merger Sub (the “Original Merger Agreement,” and the Original Merger Agreement as so amended, the “Amended Merger Agreement”). Pursuant to the Amended Merger Agreement and subject to the terms and conditions thereof, Merger Sub will be merged with and into the Company, with the Company continuing as the surviving company and becoming a wholly owned subsidiary of Parent (the “Merger”), in a transaction implying an equity value of the Company of approximately US\$2.7 million. As a result of the Merger, the Company will become a direct and wholly owned subsidiary of Parent, which will be owned by Oceanpine Investment Fund II LP, Oceanpine Capital Inc., Crystal Peak Investment Inc., Adjuvant Global Health Technology Fund, L.P., Adjuvant Global Health Technology Fund DE, L.P., Superstring Capital Master Fund LP, MSA Growth Fund II, L.P., and Epiphron Capital (Hong Kong) Limited (collectively, the “Rollover Shareholders,” and together with Parent and Merger Sub, the “Buyer Group”). The amendment follows the Company’s receipt of a letter dated March 24, 2026 (the “Revised Proposal”) from Parent and Merger Sub proposing to reduce the merger consideration under the Original Merger Agreement, which was announced by the Company on March 25, 2026.

At the effective time of the Merger (the “Effective Time”), each ordinary share of the Company (each, a “Share”) issued and outstanding immediately prior to the Effective Time, other than the Excluded Shares and the Dissenting Shares (each as defined in the Amended Merger Agreement), will be cancelled in exchange for the right to receive US\$0.066 in cash per Share without interest (the “Amended Per Share Merger Consideration”).

The Amended Per Share Merger Consideration represents a premium of approximately 46.7% to the closing price of the Shares on March 24, 2026, the last trading day prior to the Company’s announcement of its receipt of the Revised Proposal, and a premium of approximately 23.3% to the volume-weighted average closing price of the Shares during the last 10 trading days prior to and including March 24, 2026.

In addition to reducing the merger consideration per Share from US\$0.90 to US\$0.066, the Amended Merger Agreement also extends the termination date upon which either the Company or Parent may terminate the Amended Merger Agreement to the date falling 9 months from the date of the Amended Merger Agreement, and reduces the Company Termination Fee (as defined in the Amended Merger Agreement) to US\$50,000 and the Parent Termination Fee (as defined in the Amended Merger Agreement) to US\$100,000.

The Merger will be funded through a combination of (i) cash contribution from Oceanpine Capital Inc. pursuant to an amended and restated equity commitment letter, and (ii) equity rollover by the Rollover Shareholders of Shares held in the Company pursuant to an amended and restated rollover and support agreement.

The board of directors of the Company (the “Board”), acting upon the unanimous recommendation of a committee of independent and disinterested directors established by the Board (the “Special Committee”), approved the Amended Merger Agreement and the Merger, and resolved to recommend that the Company’s shareholders vote to authorize and approve the Amended Merger Agreement and the Merger. The Special Committee evaluated the Revised Proposal and negotiated the terms of the Amended Merger Agreement with the assistance of its financial and legal advisors.

The Merger is currently expected to close during the third quarter of 2026 and is subject to customary closing conditions, including the authorization and approval of the Amended Merger Agreement by no less than two-thirds of the votes cast by holders of Shares as being entitled to do so at a general meeting of the Company’s shareholders. Each Rollover Shareholder has agreed to vote, or cause to be voted, all Shares held directly or indirectly by them, which represent approximately 53.35% of the voting rights attached to the issued and outstanding Shares, in favor of the authorization and approval of the Amended Merger Agreement and the consummation of the Merger. If completed, the Merger will result in the Company becoming a privately held company, and its Shares will no longer be quoted on the OTC Pink Open Market.

Kroll, LLC is serving as the financial advisor to the Special Committee. Gibson, Dunn & Crutcher LLP is serving as U.S. legal counsel to the Special Committee. Maples and Calder (Hong Kong) LLP is serving as Cayman Islands legal counsel to the Special Committee.

White & Case LLP is serving as U.S. legal counsel to the Buyer Group.

Additional Information About the Merger

The Company will furnish to the U.S. Securities and Exchange Commission (the “SEC”) a current report on Form 6-K regarding the Merger, which will include as an exhibit thereto the Amended Merger Agreement. All parties desiring details regarding the Merger are urged to review these documents, which will be available at the SEC’s website (<http://www.sec.gov>).

In connection with the Merger, the Company will prepare and mail to its shareholders a proxy statement that will include a copy of the Amended Merger Agreement. In addition, in connection with the Merger, the Company and certain other participants in the Merger will prepare and disseminate to the Company’s shareholders a Schedule 13E-3 Transaction Statement that will include the Company’s proxy statement (the “Schedule 13E-3”). The Schedule 13E-3 will be filed with the SEC. INVESTORS AND SHAREHOLDERS ARE URGED TO READ CAREFULLY AND IN THEIR ENTIRETY THE SCHEDULE 13E-3 AND OTHER MATERIALS FILED WITH THE SEC WHEN THEY BECOME AVAILABLE, AS THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, THE MERGER, AND RELATED MATTERS. Shareholders also will be able to obtain these documents, as well as other filings containing information about the Company, the Merger, and related matters, without charge from the SEC’s website (<http://www.sec.gov>).

This announcement is neither a solicitation of proxy, an offer to purchase nor a solicitation of an offer to sell any securities, and it is not a substitute for any proxy statement or other materials that may be filed with or furnished to the SEC should the proposed merger proceed.

About LakeShore Biopharma Co., Ltd

LakeShore Biopharma, previously known as YS Biopharma, is a global biopharmaceutical company dedicated to discovering, developing, manufacturing, and delivering new generations of vaccines and therapeutic biologics for infectious diseases and cancer. It has developed a proprietary PIKA[®] immunomodulating technology platform and a new generation of preventive and therapeutic biologics targeting Rabies, Hepatitis B, Influenza, and other virus infections. The Company operates in China, Singapore, and the Philippines, and is led by a management team that combines rich local expertise and global experience in the biopharmaceutical industry.

For more information, please visit <https://investors.lakeshorebio.com/>.

Safe Harbor Statement

This press release contains statements that may constitute “forward-looking” statements. These forward-looking statements include, without limitation, the Company’s business plans and development, which can be identified by terminology such as “may,” “will,” “expect,” “anticipate,” “aim,” “future,” “estimate,” “intend,” “plan,” “believe,” “potential,” “continue,” “is/are likely to” or other similar expressions. LakeShore Biopharma may also make written or oral forward-looking statements in its periodic reports to the SEC, in its annual report to shareholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. Statements that are not historical facts, including statements about LakeShore Biopharma’s beliefs, plans and expectations, are forward-looking statements. Forward-looking statements involve inherent risks and uncertainties. A number of factors could cause actual results to differ materially from those contained in any forward-looking statement, including but not limited to the following: the possibility that competing offers will be made; the possibility that financing may not be available; the possibility that various closing conditions for the transaction may not be satisfied or waived; and other risks and uncertainties discussed in documents filed with the SEC by the Company, as well as the Schedule 13E-3 and the proxy statement to be filed by the Company; the Company’s goals and strategies; the Company’s future business development, financial condition and results of operations; its ability to provide efficient services and compete effectively; its ability to maintain and enhance the recognition and reputation of its brands; general economic and business conditions globally and in China and assumptions underlying or related to any of the foregoing. Further information regarding these and other risks, uncertainties or factors is included in the Company’s filings with the SEC. All information provided in this press release is as of the date of this press release, and the Company does not undertake any obligation to update any forward-looking statement as a result of new information, future events or otherwise, except as required under applicable law.

For investor inquiries, please contact:

IR Team

Tel: +86 (10) 8920-2086

Email: ir@lakeshorebio.com

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER, dated April 29, 2026 (this "Amendment"), is entered into by and among LakeShore Biopharma Co., Ltd, an exempted company with limited liability incorporated under the Laws of the Cayman Islands and formerly known as YishengBio Co., Ltd and YS Biopharma Co., Ltd. (the "Company"), Oceanpine Skyline Inc., an exempted company with limited liability incorporated under the Laws of the Cayman Islands ("Parent"), and Oceanpine Merger Sub Inc., an exempted company with limited liability incorporated under the Laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub", together with the Company and Parent, collectively, the "Parties" and each a "Party").

RECITALS

WHEREAS, the Parties entered into that certain Agreement and Plan of Merger dated November 4, 2025 (the "Agreement");

WHEREAS, the Parties desire to amend the Agreement as set forth below; and

WHEREAS, Section 10.1 of the Agreement (*Amendment and Modification*) provides that the Agreement may be amended by written agreement of the Parties, by action taken by or on behalf of their respective board of directors (or individuals holding similar positions) with the Company acting solely through the Special Committee.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound the Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS AND TERMS**

Section 1.1 Definitions. Unless otherwise specifically defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Agreement.

**ARTICLE II
AMENDMENTS TO THE AGREEMENT**

Section 2.1 Amendment to Recitals. The Recitals of the Agreement are hereby amended and restated in their entirety to read as follows:

"RECITALS

WHEREAS, the Parties intend that Merger Sub be merged with and into the Company, with the Company being the surviving company and becoming a wholly-owned subsidiary of Parent as a result of the Merger on the terms and subject to the conditions set forth herein and in accordance with Part 16 of the Companies Act (the "Merger");

WHEREAS, as of the date of the Amendment No. 1, the board of directors of the Company (the “Board”) acting upon the unanimous recommendation of the Special Committee has (a) determined that the terms of this Agreement, the Plan of Merger and the other Transaction Documents to which the Company is a party and the transactions contemplated hereby and thereby, including the Merger (collectively, the “Transactions”) are fair to, and in the best interests of, the Company and the unaffiliated security holders (as such term is defined in Rule 13e-3 of the Exchange Act) and declared it advisable to enter into this Agreement and the Plan of Merger and consummate the Transactions, including the Merger, (b) adopted resolutions authorizing and approving the execution, delivery and performance by the Company of this Agreement and the Plan of Merger and the consummation of the Transactions, including the Merger, upon the terms and subject to the conditions set forth herein, and (c) resolved to recommend that the shareholders of the Company approve this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, at the Shareholders’ Meeting;

WHEREAS, as of the date of the Amendment No. 1, the respective board of directors of Parent (on behalf of Parent itself and as the sole shareholder of Merger Sub) and Merger Sub has each unanimously (a) determined that the terms of this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, are advisable and in the best interests of Parent and Merger Sub, respectively, and their respective shareholders, and (b) authorized and approved the execution, delivery and performance by Parent and Merger Sub, as the case may be, of this Agreement and the Plan of Merger and the consummation of the Transactions, including the Merger, upon the terms and subject to the conditions set forth herein; and

WHEREAS, as a condition and inducement to Parent’s, Merger Sub’s and the Company’s willingness to enter into this Agreement, the Rollover Shareholders and Parent have entered into a rollover and support agreement, dated November 4, 2025, which was amended and restated in its entirety by that certain amended and restated rollover and support agreement, dated April 29, 2026 (the “Support Agreement”), pursuant to which each of such Rollover Shareholders has irrevocably agreed, among other things, (a) to vote any Shares Beneficially Owned by each of them in favor of the approval and adoption of this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, and (b) subject to the terms and conditions of the Support Agreement, (A) to subscribe for or otherwise receive newly issued Parent Shares at or immediately prior to the Effective Time and (B) to receive no consideration for the cancellation of the Rollover Shares in accordance with this Agreement.

WHEREAS, as a condition and inducement to the Company’s willingness to enter into this Agreement, the Guarantor has executed and delivered a limited guarantee in favor of the Company, dated November 4, 2025, which was amended and restated in its entirety by that certain amended and restated limited guarantee, dated April 29, 2026, to guarantee the due and punctual performance and discharge of certain payment obligations of Parent under this Agreement (the “Limited Guarantee”).”

Section 2.2 Amendment to Section 1.1.

(a) The definition of “Agreement” in Section 1.1 (Definitions) of the Agreement is hereby amended and restated in its entirety to read as follows:

“Agreement” means that certain Agreement and Plan of Merger dated November 4, 2025, as amended by the Amendment No. 1.

(b) The following shall be added to Section 1.1 (Definitions) of the Agreement:

“Amendment No. 1” means that certain Amendment No. 1 to Agreement and Plan of Merger dated April 29, 2026 entered into by and among Parent, Merger Sub and the Company.

(c) The definition of “Company Material Adverse Effect” in Section 1.1 (Definitions) of the Agreement is hereby amended by adding the following sentence at the end thereof:

“Notwithstanding anything to the contrary herein, the arbitral awards issued by the Kaifeng Arbitration Commission regarding three arbitration cases involving Liaoning Yisheng Biopharma Co., Ltd. and Beijing Yisheng Biotechnology Co., Ltd., received by the Company on January 21, 2026 and January 22, 2026, any Legal Proceeding seeking to enforce, recognize, challenge, vacate, modify, dispute, or otherwise give effect to such arbitral awards, and any liabilities, losses or damages incurred by the Company or any of its Subsidiaries therefrom, shall not, individually or in the aggregate, be deemed to constitute, result in, or give rise to a Company Material Adverse Effect.”

(d) The definition of “Equity Commitment Letter” in Section 1.1 (Definitions) of the Agreement is hereby amended and restated in its entirety to read as follows:

“Equity Commitment Letter” means the equity commitment letter, dated November 4, 2025, which was amended and restated in its entirety by that certain amended and restated equity commitment letter, dated April 29, 2026, to Parent from the Sponsor, pursuant to which the Sponsor has committed, subject to the terms and conditions set forth therein, to purchase or cause the purchase of the Equity Interests of Parent, for the cash amount set forth therein.

Section 2.3 Amendment to Section 1.2(a). Section 1.2(a) of the Agreement is hereby amended by adding the following sentence at the end thereof:

“For the avoidance of doubt, effective from the date of the Amendment No. 1, each reference to “this Agreement,” “hereof,” “herein,” “hereunder,” “hereby” and each other similar reference shall be construed to refer to this Agreement as amended by the Amendment No. 1. Notwithstanding the foregoing, references to “the date hereof,” “the date of this Agreement”, and other similar references shall in all instances continue to refer to November 4, 2025. References to “the date of the Amendment No. 1” and “as of the date of the Amendment No. 1” shall refer to April 29, 2026.”

Section 2.4 Amendment to Section 3.1(a). The reference to “US\$0.90” in Section 3.1(a) of the Agreement is hereby amended to “US\$0.066”.

Section 2.5 Amendment to Section 4.4 (b). Section 4.4(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(b) The Special Committee is composed of three (3) members of the Board, each of whom is not affiliated with Parent or Merger Sub and is not a member of the Company’s management and qualifies as an “independent director” (as such term is defined in Rule 10A-3 under the Exchange Act). As of the date of the Amendment No. 1, the Board, acting upon the unanimous recommendation of the Special Committee, by resolutions duly adopted by vote of those directors voting at a meeting duly called and held, has (i) determined that the terms of the Transactions are fair to, and in the best interests of, the Company and its shareholders (other than the holders of Excluded Shares); (ii) determined that the Merger is in the best interests of the Company and the unaffiliated security holders (as such term is defined in Rule 13e-3 of the Exchange Act), and declared that it is advisable for the Company to enter into this Agreement with Parent and Merger Sub and the Plan of Merger; (iii) authorized and approved the execution, delivery and performance by the Company of this Agreement and the Plan of Merger and the consummation of the Transactions upon the terms and subject to the conditions set forth herein; and (iv) subject to the terms of this Agreement (including Section 6.2), resolved to recommend the authorization and approval of this Agreement, the Plan of Merger and the consummation of the Transactions, including the Merger, to the holders of Shares (the “Company Recommendation”).”

Section 2.6 Amendment to Section 4.4(c). Section 4.4(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(c) As of the date of the Amendment No. 1, the Special Committee has received the written opinion of Kroll, LLC, operating through its Duff & Phelps Opinions Practice as an independent financial advisor to the Special Committee (the “Financial Advisor”), to the effect that, as of the date of such opinion and based upon and subject to the assumptions, limitations and qualifications set forth in such opinion, the Per Share Merger Consideration (which, for the avoidance of doubt, shall refer to such term as amended by the Amendment No. 1) to be received by holders of Shares (other than the Excluded Shares and Dissenting Shares) is fair, from a financial point of view, to such holders, a copy of which opinion will be delivered to Parent promptly after the execution of the Amendment No. 1 for informational purposes only. It is agreed and understood that such opinion may not be relied on by Parent or Merger Sub. The Financial Advisor has consented to the inclusion of a copy of such opinion in the Proxy Statement and Schedule 13E-3.”

Section 2.7 Amendment to Sections 5.8, 5.9 and 5.12. The representations and warranties set forth in Sections 5.8, 5.9 and 5.12 of the Agreement shall be deemed to be given by Parent and Merger Sub to the Company solely with respect to the Buyer Group Contracts, the Limited Guarantee and the Equity Commitment Letter as of the date of the Amendment No. 1.

Section 2.8 Amendment to Section 7.1. Section 7.1 of the Agreement is hereby amended by adding the following paragraph at the end thereof:

“The Parties shall supplement or amend, as applicable, the Proxy Statement and the Schedule 13E-3 to reflect the amendments contemplated by the Amendment No. 1, including the revised Per Share Merger Consideration, the updated Company Recommendation and the updated opinion from the Financial Advisor. The obligations of the Parties set forth in this Section 7.1 shall apply *mutatis mutandis* to the preparation, filing and distribution of any such supplement or amendment to the Proxy Statement and the Schedule 13E-3.”

Section 2.9 Amendment to Section 9.1(b)(3). The reference to “nine (9) months from the date of this Agreement” in Section 9.1(b)(3) of the Agreement is hereby amended to “nine (9) months from the date of the Amendment No. 1”.

Section 2.10 Amendment to Section 9.3. The reference to “US\$550,000” in Section 9.3(a) of the Agreement is hereby amended to “US\$50,000”. The reference to “US\$1,100,000” in Section 9.3(b) of the Agreement is hereby amended to “US\$100,000”.

ARTICLE III MISCELLANEOUS

Section 3.1 No Further Amendment. The Parties agree that all other provisions of the Agreement shall, subject to the amendments set forth in Article II (Amendments to the Agreement) of this Amendment, continue unmodified, in full force and effect and constitute legal and binding obligations of the Parties in accordance with their terms. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Agreement or any of the documents referred to therein. This Amendment forms an integral and inseparable part of the Agreement.

Section 3.2 Representations and Warranties of the Company. The Company hereby represents and warrants to Parent and Merger Sub that: (i) the Company has the requisite corporate power and authority to execute and deliver this Amendment, to perform its obligations hereunder, (ii) the execution, delivery and performance by the Company of this Amendment has been duly and validly authorized by the Board and no other corporate action on the part of the Company is necessary to authorize the execution and delivery by the Company of this Amendment, and (iii) this Amendment has been duly and validly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery hereof by Parent and Merger Sub, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions.

Section 3.3 Representations and Warranties of Parent and Merger Sub. Parent and Merger Sub jointly and severally represent and warrant to the Company that: each of Parent and Merger Sub has all necessary corporate power and authority to execute and deliver this Amendment and perform its obligations hereunder. The execution, delivery and performance by each of Parent and Merger Sub of this Amendment has been duly authorized and approved by all necessary actions, and no other action on the part of Parent or Merger Sub is necessary to adopt this Amendment or to authorize or approve the execution and delivery of this Amendment. This Amendment has been duly executed and delivered by each of Parent and Merger Sub, and assuming due and valid authorization, execution and delivery hereof by the Company, is a valid and binding obligation of Parent and Merger Sub, enforceable against them in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions. No vote or consent of the holders of any class or series of share capital of Parent is necessary to approve this Amendment.

Section 3.4 Effect of Amendment. This Amendment shall form a part of the Agreement for all purposes, and each Party shall be bound hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the Parties.

Section 3.5 Other Miscellaneous Terms. The provisions of Article 10 (*Miscellaneous*) of the Agreement shall apply *mutatis mutandis* to this Amendment, and to the Agreement as amended by this Amendment, taken together as a single agreement, reflecting the terms therein as amended by this Amendment.

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

IN WITNESS WHEREOF, the Company, Parent and Merger Sub have caused this Amendment to be signed by their respective officers or directors thereunto duly authorized as of the date first written above.

LAKESHORE BIOPHARMA CO., LTD

By: /s/ Jutao (Adam) Zhao

Name: Jutao (Adam) Zhao

Title: Chairperson of the Special
Committee of the Board of Directors

[Signature Page to Amendment No. 1 to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the Company, Parent and Merger Sub have caused this Amendment to be signed by their respective officers or directors thereunto duly authorized as of the date first written above.

Oceanpine Skyline Inc.

By: /s/ NAN Shaodeng

Name: NAN Shaodeng

Title: Director

Oceanpine Merger Sub Inc.

By: /s/ NAN Shaodeng

Name: NAN Shaodeng

Title: Director

[Signature Page to Amendment No. 1 to Agreement and Plan of Merger]