

SCHEDULE 13D

Under the Securities Exchange Act of 1934

AMENDMENT NO. 2*

APTORUM GROUP LIMITED
(Name of Issuer)

Class A Ordinary Shares, \$1.00 par value per share
(Title of Class of Securities)

G6096M106
(CUSIP Number)

17th Floor, Guangdong Investment Tower
148 Connaught Road Central
Hong Kong
Telephone: +852 2117 6611

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

February 28, 2020
(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13-1(f) or 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 disclosures provided in a prior cover page.

The information required on 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).

(1)	Name of Reporting Persons: Jurchen Investment Corporation (“ Jurchen ”) S.S. or I.R.S. Identification Nos. of above persons:	
(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: British Virgin Islands	
Number of Shares Beneficially Owned By Each Reporting Person With	(7)	Sole Voting Power: 163,470,378(1)
	(8)	Shared Voting Power: 0
	(9)	Sole Dispositive Power: 163,470,378(1)
	(10)	Shared Dispositive Power: 0
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 163,470,378(1)	
(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): 70.36% (2)	
(14)	Type of Reporting Person (See Instructions): CO	

(1) This includes (i) 2,315,148 Class A Ordinary Shares owned by Jurchen, (ii) 16,061,469 Class B Ordinary Shares owned by Jurchen, and (iii) warrants held by Jurchen to purchase 540,540 Class A Ordinary Shares. The Class B Ordinary Shares vote on a one for ten basis; accordingly, Jurchen is entitled to an aggregate of 163,470,378 votes as indicated above. The Reporting Person maintains the right to convert its Class B Ordinary Shares into Class A Ordinary Shares at any time, in its sole discretion, on a one for one basis; following such conversion, the resulting Class A Ordinary Shares will retain the same one for one voting power as all other Class A Ordinary Shares.

(2) Represents the voting power with respect to all of our Class A Ordinary Shares and Class B Ordinary Shares, voting as a single class. Accordingly, the percentage is calculated based on the Issuer's prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b)(5) on February 27, 2020, which discloses that there are 7,948,712 Class A Ordinary Shares and 22,437,754 Class B Ordinary Shares (such Class B Ordinary Shares entitled to 224,377,540 votes) outstanding immediately after the offering.

(1)	Name of Reporting Persons: Ian Huen (“Ian”) S.S. or I.R.S. Identification Nos. of above persons:	
(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: 163,480,432 (1)
	(8)	Shared Voting Power: 0
	(9)	Sole Dispositive Power: 163,480,432 (1)
	(10)	Shared Dispositive Power: 0
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 163,480,432 (1)	
(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): 70.37% (2)	
(14)	Type of Reporting Person (See Instructions): IN	

(1) This includes (i) 2,315,148 Class A Ordinary Shares owned by Jurchen, (ii) warrants held by Jurchen to purchase 540,540 Class A Ordinary Shares, (iii) options granted to Ian to purchase 10,054 Class A Ordinary Shares, and (iv) 16,061,469 Class B Ordinary Shares owned by Jurchen. Excludes stock options that vest more than 60 days from the date hereof. Jurchen is wholly-owned by Ian and its principal office address is at 17th Floor, Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong located. The Class B Ordinary Shares vote on a one for ten basis; accordingly, Ian is deemed to control an aggregate of 163,470,378 votes through Jurchen and 10,054 votes directly. The Reporting Person maintains the right to convert its Class B Ordinary Shares into Class A Ordinary Shares at any time, in its sole discretion, on a one for one basis; following such conversion, the resulting Class A Ordinary Shares will retain the same one for one voting power as all other Class A Ordinary Shares

(2) Represents the voting power with respect to all of our Class A Ordinary Shares and Class B Ordinary Shares, voting as a single class. Accordingly, the percentage is calculated based on the Issuer's prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b)(5) on February 27, 2020, which discloses that there are 7,948,712 Class A Ordinary Shares and 22,437,754 Class B Ordinary Shares (such Class B Ordinary Shares entitled to 224,377,540 votes) outstanding immediately after the offering.

EXPLANATORY NOTE

This Amendment No. 2 to Schedule 13D (this “**Schedule 13D/A**”) amends and restates the statement on Schedule 13D filed with the Securities and Exchange Commission (the “**SEC**”) on January 3, 2019, as amended by Amendment No. 1, filed with the SEC on May 8, 2019 (the “**Prior Filing**”), with respect to Class A Ordinary Shares, \$1.00 par value per share (the “**Ordinary Shares**”), of Aptorum Group Limited, a Cayman Islands exempted company with limited liability whose principal place of business is in Hong Kong (the “**Issuer**” or the “**Company**”). The Issuer’s principal executive office is located at 17th Floor, Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong. From and after the date hereof, all references in the Prior Filing to the Prior Filing or terms of similar import shall be deemed to refer to the Prior Filing as amended and supplemented by this Schedule 13D/A.

The purpose of this filing is to revise the beneficial ownership previously reported for Ian Huen and Jurchen Investment Corporation, the Reporting Persons included in the Prior Filing, and to update certain other related information in the Prior Filing.

Item 1. Security and Issuer.

This statement on Schedule 13D (the “**Schedule**”) relates to the Class A Ordinary Shares, \$1.00 par value per share (the “**Class A Ordinary Shares**”), of Aptorum Group Limited (formerly known as APTUS Holdings Limited and STRIKER ASIA OPPORTUNITIES FUND CORPORATION), a Cayman Islands exempted company with limited liability whose principal place of business is in Hong Kong (the “**Company**”), and is being filed jointly by Jurchen, and Ian (collectively, the “**Reporting Persons**”). The Company also has Class B Ordinary Shares. The Class B Ordinary Shares vote on a one for ten basis, but the holder can convert into Class A Ordinary Shares at any time, at his/her sole discretion, on a one for one basis.

The Company’s principal offices are located at 17th Floor, Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong.

Item 2. Identity and Background.

(a) The names of the persons filing this Statement (the “**Reporting Persons**”) are:

(a) Jurchen; and

(b) Ian.

Ian owns 100% equity interest in Jurchen, which holds 2,315,148 Class A Ordinary Shares, warrants (“**Warrants**”) to purchase 540,540 Class A Ordinary Shares and 16,061,469 Class B Ordinary Shares of the Company.

(b) The principal business address of each Reporting Person is 17th Floor, Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong.

(c) The principal business of Jurchen is to act as an investment holding company.

The principal business of Ian is Chief Executive Officer and Executive Director of the Company.

(d) During the past five years, none of the Reporting Persons or to the knowledge of the Reporting Persons, the persons identified in this Item 2, have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, none of the Reporting Persons or to the knowledge of the Reporting Persons, the persons identified in this Item 2, have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was the subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal and state securities laws of findings any violation with respect to such laws.

(f) Jurchen is a company incorporated in the British Virgin Islands.

Citizenship of Ian: Hong Kong

Item 3. Source and Amount of Funds or Other Consideration.

The aggregate purchase price for the shares currently beneficially owned by Jurchen was \$26,307,596. The source of these funds was the working capital of Jurchen.

Item 4. Purpose of Transaction

Jurchen/Ian

The Issuer offered 1,351,350 Class A Ordinary Shares in a registered direct offering at a per share offering price of \$7.40. The Issuer has announced that it intends to use the net proceeds from the offering for improving its existing business, working capital and other general corporate purposes. Jurchen used working capital in the amount of \$4,000,000 for the purchase of 540,540 Class A Ordinary Shares and Warrants to purchase 540,540 Class A Ordinary Shares in this offering. Following such transfer, Jurchen holds the shares reported herein (2,315,148 Class A Ordinary Shares, Warrants to purchase 540,540 Class A Ordinary Shares and 16,061,469 Class B Ordinary Shares) (the “**Jurchen Securities**”). The Warrants will be exercisable immediately following the date of issuance for a period of seven years at an initial exercise price of \$7.40.

The Jurchen Securities owned by Ian and Jurchen have been acquired for investment purposes. Jurchen and/or Ian may make further acquisitions of Class A Ordinary Shares from time to time and, subject to certain restrictions, may dispose of any or all of the Class A Ordinary Shares held by Jurchen and/or Ian at any time depending on an ongoing evaluation of the investment in such securities, prevailing market conditions, other investment opportunities and other factors. However, such shares are subject to certain lock-up restrictions as further described in Item 6 below.

Item 5. Interest in Securities of the Issuer

- a. The aggregate number and percentage of the Company’s Class A Ordinary Shares and Class B Ordinary Shares owned by each Reporting Person named herein is calculated based on the Issuer’s prospectus filed with the SEC pursuant to Rule 424(b)(5) on February 27, 2020, which discloses that there are 7,948,712 Class A Ordinary Shares and 22,437,754 Class B Ordinary Shares (such Class B Ordinary Shares entitled to 224,377,540 votes) outstanding immediately after the offering.

The beneficial ownership of each of the Reporting Persons is:

- i. Jurchen: 163,470,378 (70.36%).
 - ii. Ian: 163,480,432 (70.37%) 163,470,378 through Jurchen and 10,054 directly.
- b. Ian is deemed to have sole voting power, to vote or direct the vote of and to dispose or direct the disposition of the 163,480,432 votes reported herein.
 - c. There have been no other transactions in the Class A Ordinary Shares effected by the Reporting Persons during the past 60 days.
 - d. No person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares reported as being beneficially owned (or which may be deemed to be beneficially owned) by the Reporting Persons.
 - e. Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The following descriptions are qualified in their entirety by the agreements and instruments included as exhibits to this Schedule.

The Reporting Persons are parties to an agreement with respect to the joint filing of this Schedule and any Schedules hereto. A copy of such agreement is attached as Exhibit 99.1 and is incorporated by reference herein.

The Reporting Persons are also subject to a lock-up agreement. In connection with the Company's registered direct offering of its Class A Ordinary Shares, the Reporting Persons signed lock-up agreements which, subject to certain exceptions, prevent them from selling or otherwise disposing of any of our shares, or any securities convertible into or exercisable or exchangeable for shares for a period of not less than 90 days after the closing date of the offering, without first obtaining the written consent of the placement agent (the "**Lock-Up Agreement**"). A copy of the form of such agreement is attached as Exhibit 99.2 and is incorporated by reference herein.

On February 28, 2020, Jurchen entered into the Securities Purchase Agreement. A copy of such agreement and form of Warrant are attached hereto as Exhibit 99.3 and Exhibit 99.4, respectively, and are incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits.

The following are filed herewith as Exhibits to the Schedule 13D:

Exhibit 99.1 [Joint Filing Agreement, dated January 3, 2019 \(Previously filed as an exhibit to the Reporting Person's Schedule 13D filed with the SEC on January 3, 2019 and incorporated herein by reference\)](#)

Exhibit 99.2* [Form of Lock Up Agreement](#)

Exhibit 99.3 [Form of Securities Purchase Agreement \(incorporated by reference from Exhibit 99.2 to the Issuer's Form 6-K filed on February 26, 2020\)](#)

Exhibit 99.4 [Form of Warrant \(incorporated by reference from Exhibit 99.3 to the Issuer's Form 6-K filed on February 26, 2020\)](#)

* filed herewith

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 10, 2020

Jurchen Investment Corporation

By: /s/ Ian Huen

Name: Ian Huen

Title: Director

By: /s/ Ian Huen

Name: Ian Huen

Lock-Up Agreement

February 28, 2020

A.G.P./Alliance Global Partners
 590 Madison Avenue, 36th Floor
 New York, New York 10022

Re: Aptorum Group Limited Proposed Offering

Ladies and Gentlemen:

The undersigned understands that you (“AGP”) propose to enter into a Placement Agency Agreement (the “**Placement Agency Agreement**”) providing for the offer and sale (the “**Offering**”) of Class A Ordinary Shares, par value \$1.00 per share (the “**Ordinary Shares**”) and the Ordinary Shares proposed to be offered in the Offering the “**Shares**”), of Aptorum Group Limited, a company organized under the laws of the Cayman Islands (the “**Company**”).

In consideration of the execution of the Placement Agency Agreement by AGP, and for other good and valuable consideration, the undersigned hereby irrevocably agrees that, without the prior written consent of AGP, the undersigned will not, directly or indirectly, (a) offer for sale, sell, pledge, or otherwise transfer or dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the transfer or disposition by any person at any time in the future of) any Ordinary Shares (including, without limitation, Ordinary Shares that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and Ordinary Shares that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for Ordinary Shares; (b) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Ordinary Shares, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Ordinary Shares or other securities, in cash or otherwise; (c) except as provided for below, make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Ordinary Shares or securities convertible into or exercisable or exchangeable for Ordinary Shares or any other securities of the Company; or (d) publicly disclose the intention to do any of the foregoing for a period commencing on the date hereof and ending ninety (90) days after the Closing Date of the Offering (such 90-day period, the “**Lock-Up Period**”).

The foregoing paragraph shall not apply to (a) transactions relating to Ordinary Shares or other securities acquired in the open market after the completion of the Offering, *provided that* no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), shall be required or shall be voluntarily made in connection with such transfers; (b) bona fide gifts of shares of any class of the Company’s capital stock or any security convertible into Ordinary Shares, in each case that are made exclusively between and among the undersigned or members of the undersigned’s family, or affiliates of the undersigned, including its partners (if a partnership) or members (if a limited liability company); (c) any transfer of Ordinary Shares or any security convertible into Ordinary Shares by will or intestate succession upon the death of the undersigned; (d) transfer of Ordinary Shares or any security convertible into Ordinary Shares to an immediate family member (for purposes of this Lock-Up Letter Agreement, “**immediate family**” shall mean any relationship by blood, marriage or adoption, not more remote than first cousin) or any trust, limited partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or any immediate family member of the undersigned; *provided that*, in the case of clauses (b), (c) and (d) above, it shall be a condition to any such transfer that (i) the transferee/donee agrees to be bound by the terms of this Lock-Up Letter Agreement (including, without limitation, the restrictions set forth in the preceding sentence) to the same extent as if the transferee/donee were a party hereto; (ii) each party (donor, donee, transferor or transferee) shall not be required by law (including without limitation the disclosure requirements of the Securities Act of 1933, as amended (the “**Securities Act**”), and the Exchange Act) to make, and shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the 90day period referred to above; and (iii) the undersigned notifies AGP at least two (2) business days prior to the proposed transfer or disposition; (e) the transfer of shares to the Company to satisfy withholding obligations for any equity award granted pursuant to the terms of the Company’s stock option/incentive plans, such as upon exercise, vesting, lapse of substantial risk of forfeiture, or other similar taxable event, in each case on a “cashless” or “net exercise” basis (which, for the avoidance of doubt shall not include “cashless” exercise programs involving a broker or other third party), *provided that* as a condition of any transfer pursuant to this clause (e), that if the undersigned is required to file a report under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares during the Lock-Up Period, the undersigned shall include a statement in such report, and if applicable an appropriate disposition transaction code, to the effect that such transfer is being made as a share delivery or forfeiture in connection with a net value exercise, or as a forfeiture or sale of shares solely to cover required tax withholding, as the case may be; (f) transfers of Ordinary Shares or any security convertible into or exercisable or exchangeable for Ordinary Shares pursuant to a bona fide third party tender offer made to all holders of Ordinary Shares, merger, consolidation or other similar transaction involving a change of control (as defined below) of the Company, including voting in favor of any such transaction or taking any other action in connection with such transaction, *provided that* in the event that such merger, tender offer or other transaction is not completed, the Ordinary Shares and any security convertible into or exercisable or exchangeable for Ordinary Shares shall remain subject to the restrictions set forth herein; (g) the exercise of warrants or the exercise of stock options granted pursuant to the Company’s stock option/incentive plans or otherwise outstanding on the date hereof; *provided that*, the restrictions shall apply to Ordinary Shares issued upon such exercise or conversion; (h) the establishment of any contract, instruction or plan that satisfies all of the requirements of Rule 10b5-1 (a “**Rule 10b5-1 Plan**”) under the Exchange Act; *provided, however*, that no sales of Ordinary Shares or securities convertible into, or exchangeable or exercisable for, Ordinary Shares, shall be made pursuant to a Rule 10b5-1 Plan prior to the expiration of the Lock-Up Period; *provided further*, that the Company is not required to report the establishment of such Rule 10b5-1 Plan in any public report or filing with the Commission under the Exchange Act during the lock-up period and does not otherwise voluntarily effect any such public filing or report regarding such Rule 10b5-1 Plan; and (i) any demands or requests for, exercise any right with respect to, or take any action in preparation of, the registration by the Company under the Securities Act of the undersigned’s Ordinary Shares, *provided that* no transfer of the undersigned’s Ordinary Shares registered pursuant to the exercise of any such right and no registration statement shall be filed under the Securities Act with respect to any of the undersigned’s Ordinary Shares during the Lock-Up Period. For purposes of clause (f) above, “**change of control**” shall mean the consummation of any bona fide third party tender offer, merger, purchase, consolidation or other similar transaction the result of which is that any “**person**” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of a majority of total voting power of the voting stock of the Company.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's securities subject to this Lock-Up Letter Agreement except in compliance with this Lock-Up Letter Agreement.

It is understood that, if the Company notifies AGP that it does not intend to proceed with the Offering, if the Placement Agency Agreement does not become effective, or if the Placement Agency Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares, the undersigned will be released from its obligations under this Lock-Up Letter Agreement.

The undersigned understands that the Company and AGP will proceed with the Offering in reliance on this Lock-Up Letter Agreement.

This letter agreement shall automatically terminate upon (a) the termination of the Placement Agency Agreement prior to the issuance and delivery of the Shares, (b) the date that either the Company or AGP provides written notice to the other that it has determined not to proceed with the proposed Offering and, with respect to the Company, is terminating this letter agreement on behalf of all of the Company's holders of securities subject to a Lock-Up Agreement, provided that the Company and AGP shall not have executed the Placement Agency Agreement on or prior to such date. Notwithstanding anything herein to the contrary, this letter agreement shall lapse and become null and void if the closing of the offering shall not have occurred on or before March 31, 2020.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof. Delivery of a signed copy of this Lock-Up Agreement by facsimile or e-mail/pdf transmission shall be effective as the delivery of the original hereof.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Letter Agreement and that, upon request, the undersigned will execute any additional documents necessary in connection with the enforcement hereof. Any obligations of the undersigned shall be binding upon the heirs, personal representative, successors and assigns of the undersigned.

[Signature page follows]

Very truly yours,

(Name)

(Signature)

(Name of Signatory, in the case of entities –
Please Print)

(Title of Signatory, in the case of entities –
Please Print)

Address: _____
