

SCHEDULE 13D

Under the Securities Exchange Act of 1934

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)

December 17, 2018
(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 .

(1)	Name of Reporting Persons: CGY Investments Limited (“CGY Investments”) 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: 0
	(8)	Shared Voting Power: 40,625,479 (1)
	(9)	Sole Dispositive Power: 0
	(10)	Shared Dispositive Power: 40,625,479 (1)
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 40,625,479 (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): 17.6% (2)	
(14)	Type of Reporting Person (See Instructions): CO	

(1) This includes 471,809 Class A Ordinary Shares and 4,015,367 Class B Ordinary Shares owned by CGY Investments. The Class B Ordinary Shares vote on a one for ten basis; accordingly, CGY Investments is entitled to an aggregate of 40,625,479 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 based on the aggregate voting rights under 6,488,953 Class A Ordinary Shares and 22,437,754 Class B Ordinary Shares (such Class B Ordinary Shares are entitled to 224,377,540 votes) issued and outstanding as of December 20, 2018.

(1)	Name of Reporting Persons: Darren Lui (“ Darren ”) 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: 0
	(8)	Shared Voting Power: 45,206,298 (1)
	(9)	Sole Dispositive Power: 0
	(10)	Shared Dispositive Power: 45,206,298 (1)
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 45,206,298 (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): 19.6% (2)	
(14)	Type of Reporting Person (See Instructions): IN	

(1) This includes (i) 471,809 Class A Ordinary Shares and 4,015,367 Class B Ordinary Shares owned by CGY Investments, which is collectively owned by close family members of Mr. Lui, and (ii) 50,339 Class A Ordinary Shares and 453,048 Class B Ordinary Shares owned by DSF Investment Holdings Limited (“**DSF Investment**”), which is wholly-owned by Mr. Lui and located at Flat A2, 11th Floor, Wing Hang Insurance Building, 11 Wing Kut Street, Hong Kong. The Class B Ordinary Shares vote on a one for ten basis; accordingly, Darren Lui is deemed to control an aggregate of 45,206,298 votes through CGY Investments and DSF Investment. 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 based on the aggregate voting rights under 6,488,953 Class A Ordinary Shares and 22,437,754 Class B Ordinary Shares (such Class B Ordinary Shares are entitled to 224,377,540 votes) issued and outstanding as of December 20, 2018.

(1)	Name of Reporting Persons: Seng Fun Yee (“ Seng Fun ”) 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: Malaysia	
Number of Shares Beneficially Owned By Each Reporting Person With	(7)	Sole Voting Power: 0
	(8)	Shared Voting Power: 20,312,740 (1)
	(9)	Sole Dispositive Power: 0
	(10)	Shared Dispositive Power: 20,312,740 (1)
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 20,312,740 (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): 8.8% (2)	
(14)	Type of Reporting Person (See Instructions): IN	

(1) This includes 235,905 Class A Ordinary Shares and 2,007,684 Class B Ordinary Shares distributable to the Reporting Person pro rata based on the ownership of the equity interest in CGY Investments. The Class B Ordinary Shares vote on a one for ten basis; accordingly, this Reporting Person is entitled to an aggregate of 20,312,740 votes. 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 based on the aggregate voting rights under 6,488,953 Class A Ordinary Shares and 22,437,754 Class B Ordinary Shares (such Class B Ordinary Shares are entitled to 224,377,540 votes) issued and outstanding as of December 20, 2018.

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 CGY Investments, Darren Lui, and Seng Fun Yee, (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) CGY Investments;
- (b) Darren; and,
- (c) Seng Fun.

Darren owns 100% equity interest of DSF Investment which holds 50,339 Class A Ordinary Shares and 453,048 Class B Ordinary Shares of the Company.

CGY Investments holds 471,809 Class A Ordinary Shares and 4,015,367 Class B Ordinary Shares of the Company. CGY Investments is 50% held by Seng Fun, the spouse of Darren, 25% held by Mandy, a sister of Darren and 25% held by Adrian, a brother of Darren. Due to the close family relationship between the parties, Darren is deemed to control and/or have substantial influence on the disposition rights and voting rights over the shares included herein based on Section 13(d) of the Exchange Act.

- (b) The principal business address of the Reporting Persons is Unit A 3/F Cheong Sun Tower, 116-118 Wing Lok St Sheung Wan, Hong Kong.
- (c) The principal business of CGY Investments is to act as an investment holding company.
The principal business of Darren is President and Chief Business Officer of the Company.
The principal business of Seng Fun is as an investor.
- (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) CGY Investments is a company incorporated in Hong Kong.

Citizenship of Darren: Hong Kong

Citizenship of Seng Fun: Malaysia

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

On March 31, 2017, CGY Investments entered into a Subscription Agreement with the Company. As a result of this agreement, CGY Investments acquired 25,657 Class A Ordinary Shares for an aggregate purchase price of \$99,999.57 (the “**Subscription Shares**”).

On March 23, 2018, Jurchen Investment Corporation (“**Jurchen**”) and CGY Investments entered into a Share Purchase Agreement (the “**Purchase Agreement**”). As a result of the Purchase Agreement, Jurchen transferred 446,152 Class A Ordinary Shares and 4,015,367 Class B Ordinary Shares to CGY Investments (the “**Transfer Shares**”) for a total consideration of \$1.00 in the capital of the Company.

Item 4. Purpose of Transaction

CGY Investments received the Subscription Shares for investment purposes, and such purchase was made in CGY’s ordinary course of business.

CGY Investments received the Transfer Shares as a result of the Purchase Agreement and in order to increase their holding in Aptorum Group Limited.

The shares reported herein were acquired for investment purposes. The Reporting Persons 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 the Reporting Person 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 shares of the Company’s Class A Ordinary Shares and Class B Ordinary Shares, as a single class to which this Schedule 13D relates is 45,206,298 shares, constituting approximately 19.6% of the Company’s outstanding votes against the voting rights represented by 6,488,953 Class A Ordinary Shares and 22,437,754 Class B Ordinary Shares (such Class B Ordinary Shares are entitled to 224,377,540 votes) issued and outstanding as of December 20, 2018.
- b. The beneficial ownership of each of the Reporting Persons is :
 - a. Darren: 45,206,298 (19.6%) through his control over CGY Investments’ shares and his ownership of DSF Investment.
 - b. CGY Investments: 40,625,479 (17.6%)
 - c. Seng Fun: 20,312,745 (8.8%) pro rata based on her ownership of CGY Investments.
- c. Darren is deemed to have sole voting power, to vote or direct the vote of and to dispose or direct the disposition of the 40,625,479 votes reported herein through CGY Investment and has sole voting power or disposition power over 4,580,819 votes reported herein through DSF Investment.

Seng Fun holds 20,312,740 votes reported herein, but due to the close family relationship between the parties, Darren is deemed to control and/or have disposition rights and voting rights over such votes.
- d. There have been no other transactions in the Class A Ordinary Shares effected by the Reporting Persons during the past 60 days.
- e. 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 Class A Ordinary Shares reported as being beneficially owned (or which may be deemed to be beneficially owned) by the Reporting Persons.
- f. 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 amendments hereto. A copy of such agreement is attached as Exhibit 99.1 and is incorporated by reference herein.

The Reporting Persons and the Company entered into the Subscription Agreement. A copy of such agreement is attached hereto as Exhibit 99.2 and is incorporated by reference herein.

CGY Investments and Jurchen entered into the Purchase Agreement and the Transfer Agreement. A copy of such agreement are attached hereto as Exhibit 99.3 and Exhibit 99.4, respectively, and are incorporated by reference herein.

The Reporting Persons are also subject to a lock-up agreement. In connection with the Company's initial public 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 180 days from the date on which the trading of the Class A Ordinary Shares on the NASDAQ Stock Exchange commenced, without the prior written consent of the underwriters (the "**Lock-Up Agreement**"). A copy of the form of such agreement is attached as Exhibit 99.4 and is incorporated by reference herein.

To the knowledge of the Reporting Persons, there are no other contracts, arrangements, understandings or relationships among the persons named in Item 2 with respect to any securities of the Issuer, except as described herein.

Item 7. Material to Be Filed as Exhibits.

Exhibit 99.1* [Joint Filing Agreement, dated January 3, 2019](#)

Exhibit 99.2* [Series A Subscription Agreement between APTUS Holding Limited and CGY Investments Limited](#)

Exhibit 99.3* [Share Transfer Agreement between CGY Investments Limited and Jurchen Investment Corporation, dated March 23, 2018](#)

Exhibit 99.4* [Share Purchase Agreement between CGY Investments Limited and Jurchen Investment Corporation, dated March 23, 2018](#)

Exhibit 99.5 [Form of Lock Up Agreement \(incorporated by reference to Exhibit 4.2 to the Current Report on Form 6-K filed by the Company with the SEC on December 18, 2018.\)](#)

* 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: January 3, 2019

CGY Investments Limited

By: /s/ Mandy Lui Man Lok
Name: Mandy Lui Man Lok
Title: Director

By: /s/ Darren Lui
Darren Lui

By: /s/ Seng Fun Yee
Seng Fun Yee*

* The Reporting Persons disclaim beneficial ownership of the Class A Ordinary Shares except to the extent of their pecuniary interest therein.

JOINT FILING AGREEMENT

The undersigned agree that this Schedule 13D, and any amendments hereto, relating to the ordinary shares, par value \$1.00 per share, of Aptorum Group Limited shall be filed on behalf of the undersigned.

January 3, 2019

CGY Investments Limited

By: /s/ Mandy Lui Man Lok
Name: Mandy Lui Man Lok,
Title: Director

By: /s/ Darren Lui
Name: Darren Lui

By: /s/ Seng Fun Yee
Name: Seng Fun Yee

Dated 31 March 2017

CGY INVESTMENTS LIMITED

and

APTUS HOLDINGS LIMITED

AGREEMENT ON SUBSCRIPTION OF SHARES
in
APTUS HOLDINGS LIMITED

Deacons
5th Floor Alexandra House
18 Chater Road
Central
Hong Kong

DISCLAIMER

THIS OFFERING DOCUMENT HAS NOT BEEN REVIEWED BY ANY REGULATORY AUTHORITY IN HONG KONG AND IT IS ENCOURAGED THAT ITS RECIPIENT SEEK INDEPENDENT PROFESSIONAL ADVICE IN THE EVENT OF ANY CONCERN OR UNCERTAINTY WITH RESPECT TO ITS CONTENT.

THIS DOCUMENT IS NOT INTENDED FOR DISTRIBUTION AND ENTIRELY PRODUCED AND INTENDED FOR THE VIEWING OF THE INDIVIDUAL AND OFFICERS OF THE CORPORATE ENTITY INVESTOR AS HEREBY DEFINED AS THE SUBSCRIBER, OR THEIR QUALIFIED ADVISORS ONLY (**“QUALIFIED RECIPIENTS”**).

THIS DOCUMENT IS NOT AN OFFER TO THE PUBLIC AND STRICTLY SHOULD NOT BE PASSED TO ANY OTHER PERSON OR ENTITY OTHER THAN THE AFOREMENTIONED AND INTENDED QUALIFIED RECIPIENTS.

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AGREEMENT

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THIS AGREEMENT is dated 31 March 2017 and is made

BETWEEN:

- (1) **CGY INVESTMENTS LIMITED** at Unit A 3/F Cheong Sun Tower, 116-118 Wing Lok St, Sheung Wan, Hong Kong (the **“Subscriber”**); and
- (2) **APTUS HOLDINGS LIMITED**, an exempted company with limited liability incorporated under the laws of the Cayman Islands with registered number 245310, and with its registered office situated at the offices of Campbells Corporate Services Limited, Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (the **“Company”**).

The Subscriber and the Company shall be collectively referred to as **“Parties”**, and individually a **“Party”**.

WHEREAS:

- (A) The Company was incorporated on 13 September 2010 and, immediately prior to the Pre-Completion Restructuring (as defined below), an investment-fund company. Upon the Pre-Completion Restructuring, the Company has become a holding company with operating subsidiaries. The present corporate information of the Company is set out in Schedule 1.
- (B) As at the date of this Agreement, the Company has a total of 7 shareholders. Chung Yuen Ian Huen is the majority shareholder of the Company, holding 86.95% of Shares (as defined below). The 6 remaining shareholders hold a total of 13.05% of Shares.
- (C) The Company wishes to raise additional capital from a number of persons (including the Subscriber) for an aggregate of up to 4,000,000 Shares (as defined below) comprising 13.49% of the enlarged issued capital of the Company, at US\$3.8976 (approx.) per Share (**“Series-A Subscription”**).
- (D) This Agreement is entered into by the Parties for the purpose of recording the terms and conditions of the subscription for Shares by the Subscriber (**“Subscription”**).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions and Interpretation**

1.1. In this Agreement, unless the context requires otherwise:

“Articles”

means the Articles of Association of the Company;

“Board”

means the board of directors of the Company as constituted from time to time;

“Business Day”

means a day, other than a Saturday or Sunday, on which banks are generally open for banking business in Hong Kong;

“Series-A Subscription”

has the meaning ascribed thereto in the recitals;

“Shares”

means shares in the capital of Company, being ordinary shares;

“Subscription”

has the meaning ascribed thereto in the recitals;

“Subscription Price”

the purchase price for the Subscription Shares as set out in Schedule 2;

“Subscription Shares”

the Shares applied for by the Subscriber to be allotted and issued by the Company to the Subscriber pursuant to this Agreement, the number of which is set out in Schedule 2;

“Pre-Completion Restructuring”

means the internal reorganisation completed by the Company prior to or concurrently on the date hereof, involving, inter alia, the reorganization of the Company from an investment-fund company to a holding company with operating subsidiaries, the reorganisation of all shares in the capital of the Company (comprising management shares and redeemable preference shares) into ordinary shares, and the increase in the authorized share capital of the Company ; and

“US\$” or “USD”

means the lawful currency of the United States of America.

1.2. In this Agreement, unless the context requires otherwise, any reference:

- (a) to a Clause or Schedule is a reference to the Clause or the Schedule to this Agreement ;
- (b) to this Agreement, any other document or any provision of this Agreement or that document is a reference to this Agreement, that document or that provision as in force for the time being or from time to time amended in accordance with the terms of this Agreement or that document;
- (c) to a person includes an individual, a company, a body corporate, a partnership, any other unincorporated body or association of persons and any state or state agency;
- (d) to a time of day is a reference to the time in Hong Kong, unless expressly indicated otherwise;
- (e) to an enactment includes that enactment as it may be amended, replaced or reenacted at any time, whether before or after the date of this Agreement, and any subordinate legislation made under it;
- (f) to an **“agreement”** includes any document or deed, an arrangement and any other kind of commitment;
- (g) to a **“right”** includes a power, a remedy and discretion;
- (h) to a **“subsidiary” or “holding company”** shall have the same meaning as defined in Section 2 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

1.3. In this Agreement , unless the context requires otherwise:

- (a) words importing the plural include the singular and vice versa;
- (b) words importing a gender include every gender;
- (c) the words **“other”** , **“including”** and **“in particular”** do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.4. The headings and the tables of contents in this Agreement do not affect its interpretation.

1.5. The Schedules form part of this Agreement.

2. **Share Subscription**

- 2.1. Subject to the terms and conditions set out in this Agreement, the Subscriber agrees to subscribe for such number of the Subscription Shares in cash as set out in Schedule 2.
- 2.2. The Company hereby waives any rights or restrictions, including pre-emption rights, whether contained in the Articles or elsewhere, which might prevent the actions set out in Clause 2.1 and hereby consents to the Subscription, and allotment and issue of the Subscription Shares by the Company in accordance with the terms of this Agreement, and agrees to take all necessary actions to effect such allotment and issue.

3. **Completion**

3.1. At completion of the Subscription which shall occur on a date to be agreed by the Parties and in any event on or before 31 March 2017 (or on such date as agreed by the Parties), the Subscriber shall deliver to the Company:

- (a) the Subscription Price in cash as set out in Schedule 2 to the following bank account or such other bank account as the Company shall designate in writing:

Beneficiary Account Name: [REDACTED]
Beneficiary Account Number: [REDACTED]
Beneficiary Bank: [REDACTED]
Beneficiary Bank SWIFT code: [REDACTED]
Beneficiary Bank Account: [REDACTED]
Corresponding Bank: [REDACTED]
Corresponding SWIFT Code: [REDACTED]
Remarks: [REDACTED]

- (b) a counterpart of an agreed form shareholders agreement (or an agreed form deed of adherence to an existing shareholders agreement, as the case may be) duly executed by that Subscriber;
- (c) for a Subscriber who is not a natural person, a certified true copy of the resolutions of that Subscriber approving and authorizing the subscription of the Subscription Shares contemplated hereunder and the execution and completion of this Agreement and the Shareholders Agreement.

3.2. Against compliance with the transactions referred to in Clause 3.1 by the Subscriber, the Company shall, within ten (10) Business Days of its receipt of the Subscription Price:

- (a) allot and issue the Subscription Shares to the Subscriber, and record the Subscriber as the holder of the Subscription Shares in its books and records;
- (b) deliver to the Subscriber:
- (i) a notice confirming the completion of the allotment and issue of the Subscription Shares, and the update of the books and records of the Company to reflect such allotment and issue; and
- (ii) a counterpart of an agreed form shareholders agreement (or an agreed form deed of adherence to an existing shareholders agreement, as the case may be) duly executed by the Company.

3.3. The Subscriber shall have the right to inspect the register of members of the Company at Campbells, Registered Foreign Law Firm, Floor 35, Rm 3507, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong, during office hours of the Company, upon giving reasonable prior written notification to the Company. The Company may unilaterally change the place for keeping the register of members by giving the Subscriber no less than five (5) Business Days' notice.

3.4. The Parties acknowledge that the estimated percentage of shareholding of the Subscriber as set out in Schedule 2 is calculated based on the anticipated successful completion of all subscriptions under the Series-A Subscription and is for reference only. To the extent that any subscriber participating in the Series-A Subscription fails to complete his / its respective subscription, subscribes for more or less Shares as currently anticipated, or completes his / its respective subscription at a different time of the Subscriber, the actual shareholding percentage to be held by the Subscriber shall be adjusted accordingly based on the actual number of Shares held by the Subscriber and the then total issued Shares of the Company at the relevant time.

4. **Warranties**

4.1. The Subscriber represents and warrants to the Company that as at the date of this Agreement and on completion of the Subscription:

- (a) he / it has the necessary power to enter into and perform its obligations under this Agreement;
- (b) this Agreement has been duly authorized and executed by him / it and constitutes valid, legally binding and enforceable obligations upon him / it;
- (c) the making of this Agreement and the compliance with its terms will not result in violation of its constitutional documents (insofar as the Subscriber is not a natural person), or in any material respect, any provision contained in any agreement or instrument to which he / it is a party or by which he / it is bound or in any statute, law, rule, regulation, judgment, decree or order applicable to him / it;
- (d) no action, proceeding, litigation or dispute against him / it is presently taking place or pending which would or might threaten or inhibit its ability to perform its obligations under this Agreement;
- (e) all governmental or official approvals, consents, notarisations, legalization and registrations required in relation to the making, performance and validity of this Agreement have been obtained by him / it at the time they were required and are, to the extent required, in full force and effect; and
- (f) no petition has been presented, no order has been made and no resolution has been passed for his / its bankruptcy, winding-up, liquidation or dissolution.

4.2. The Company represents and warrants to the Subscriber that that as at the date of this Agreement and on completion of the Subscription:

- (a) the Company has performed all acts required under the Articles and applicable law to enter into this Agreement and to perform its obligations;
- (b) the issued shares as disclosed in Schedule 1 constitute the whole of the issued share capital of the Company prior to the Series-A Subscription;
- (c) the Subscription Shares to be issued and allotted shall be free from all charges, liens, encumbrances, equities and other claims or interest of any nature whatsoever, and with all rights attaching thereto after the date of issue and allotment;
- (d) no claim, legal or administrative proceeding has been threatened, filed or is pending against the Company, or the assets of the Company; and
- (e) no investigation by public authorities has been initiated against the Company to the knowledge of the Company or the Existing Shareholders.

- 4.3. Each of the warranties set out in this Clause 4 shall be construed as a separate and independent warranty and save as expressly provided shall not be limited by reference to any other.
- 4.4. Each Party shall immediately notify the other Parties in writing of any matter or thing which it becomes aware after the date hereof which is a breach of or inconsistent with any of the warranties given by him / it.

5. **Further Assurance**

The Parties further assure that they shall do and execute or procure to be done and executed all such further acts, deeds, documents and things as may be necessary to give full effect to the terms and intent of this Agreement.

6. **Notice**

- 6.1 Each notice or other communication given or made under this Agreement shall be in writing in English and shall be left at or sent by pre-paid registered post (if posted from and to an address in Hong Kong), pre-paid registered air mail (if posted from or to an address outside Hong Kong) or email transmission to the Party due to receive the notice or communication at its respective address (including email) set out below or to such other address as may have been last specified by such Party by written notice to each of the other Parties:

To the Company:

Address: Unit B, 17th Floor, Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong.

Email: [REDACTED] / [REDACTED]

To the Subscriber:

at his / its address (and email address) as set out in Schedule 2.

- 6.2 Any notice or communication given or made under this Agreement shall be deemed to have been received:

- (a) if delivered personally, when left at the address referred to in Clause 6.1 above;
- (b) if sent by registered post except air mail, two (2) days after posting;
- (c) if sent by registered air mail, six (6) days after posting; and
- (d) if sent by email, on completion of its transmission.

- 6.3 In proving the giving of a notice by mail, it shall be sufficient to prove that the envelope containing such notice was properly addressed and posted.

- 6.4 In proving such service by email, it shall be sufficient to produce an activity or other report from the sender's email account in respect of the notice or other written communication showing the email was sent to the recipient.

7. **Entire Agreement**

This Agreement and the documents referred to in it or executed contemporaneously with it, constitute the whole agreement between the Parties and supersede any previous agreement, understanding or agreement between them relating to the subject matter they cover. Each Party acknowledges that in entering into this Agreement, and the documents referred to in it or executed contemporaneously with it, it does not rely on, and shall have no remedy in respect of, any statement, representation assurance or warranty of any person other than as expressly set out in this Agreement or those documents.

8. **Remedies Cumulative**

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

9. **No Prejudice to Rights / Waiver**

No failure to exercise, or delay in exercising, any right or remedy under this Agreement will operate as a release or waiver of such right or remedy or any other right or remedy, nor will any single or partial exercise of any right or remedy under this Agreement or provided by law preclude any other or further exercise of it or the exercise of any other right or remedy or prejudice or affect any right or remedy against others under the same liability whether joint, several or otherwise. A waiver of any breach of this Agreement or any right of remedy under this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10. **Time**

Time is of the essence of this Agreement as regards any time, date or period specified for the performance of an obligation.

11. **Severance**

If any term in or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, the term or provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

12. **Amendments**

No amendment to this Agreement shall be effective unless in writing and executed by all the Parties.

13. **Counterparts**

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which is an original but, together, they constitute one and the same agreement.

14. **Successors**

This Agreement is binding on the successors of each Party

15. **Assignment**

15.1. No Party may assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties.

15.2. This Agreement is personal to and is made solely for the benefit of the Parties and shall not create or give any rights to or purport to confer any benefits on any third parties whatsoever. The application of the Contracts (Rights of Third Parties) Ordinance and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any term of this Agreement is expressly excluded and no terms of this Agreement are, or intended to be, enforceable by any person not being a party to it. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement, or any term of this Agreement, are not subject to the consent of any third party.

16. **Expenses**

Save as expressly provided herein, all expenses incurred by or on behalf of the Parties and their advisers including all fees of agents, representatives, solicitors, accountants, actuaries and other advisers employed by any of them, in connection with the negotiation, preparation or execution of this Agreement, shall be borne solely by the Party who incurred the liability; and the Company and the other Parties shall have no liability in respect of them.

17. **Governing Law and Jurisdiction**

17.1. **Hong Kong law:** This Agreement is governed by and shall be construed in accordance with Hong Kong law.

17.2. **Jurisdiction:** The Parties irrevocably agree that the courts of Hong Kong have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

17.3. **Process agent:** The Parties agree that any writ, judgment or other notice of legal process in connection with any such legal action or proceedings shall be deemed to have been validly served on a Party if they are served on the process agent whose name and present address are set out below against the name of that Party and service will be deemed to have been acknowledged by that Party if it is acknowledged by that process agent:

<u>Party</u>	<u>Process Agent</u>
Company	APTUS Holdings Limited / APTUS Therapeutics Limited Unit B, 17 th Floor, Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong

17.4. Each Party hereby irrevocably agrees that if its process agent ceases to have an address in Hong Kong or ceases to act as his / its process agent it shall appoint a new process agent in Hong Kong acceptable to the other Parties and will deliver to the other Parties within seven (7) days a copy of a written acceptance of appointment by the process agent. If at any time any of the Parties appoints a new process agent, it shall give notice to the other Parties of such appointment and until such time service on the process agent last known to the other Parties shall be deemed to be effective service.

IN WITNESS whereof the Parties have executed this Agreement the day and year first above written.

Schedule 1

Details of the Company

Name
APTUS Holdings Limited

Date of Incorporation
13 September 2010

Former Name
Striker Asia Opportunities Fund Corporation

Place of Incorporation
Cayman Islands

Registered No.:
245310

Registered Office:
Campbells Corporate Services Limited, Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands

Authorised Share Capital:
US\$100,000,000.00 comprising 100,000,000
ordinary shares with a par value of US\$1.00 each

Total Issued Shares:
25,657,110 Ordinary Shares

Directors:
Chung Yung Ian Huen
Kenrick Henry Fok

Schedule 2

Particulars of Shares under the Subscription

No. of Subscription Shares	Subscription Price (USD)	Estimated % of Total Issued Share Capital of the Company (after completion of the Series-A Subscription)	Correspondence Address and Email Address
25,657	99,999.57	0.09%	Address: <u>Unit A, 3/F Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan, Hong Kong</u> Email: [REDACTED]

EXECUTION PAGE

SIGNED by)
[Name of individual subscriber])
in the presence of:)

OR

SIGNED by)
for and on behalf of)
CGY INVESTMENTS LIMITED)
in the presence of: _____)

EXECUTION PAGE

SIGNED by)
for and on behalf of)
APTUS HOLDINGS LIMITED)
in the presence of:)

Aptorum Group Limited
(the “Company”)

Share Transfer

Jurchen Investment Corporation, (the “Transferor”) does hereby transfer to **CGY Investments Limited** (the “Transferee”), 446,152 Class A Ordinary Shares for good and valuable consideration in the capital of the Company, a Cayman Islands company, standing in our name to hold the same unto the Transferee, subject to the terms and conditions of the memorandum and articles of association of the Company and, the Transferee does hereby agree to take such shares subject thereto as aforesaid and hereby request that the Transferee’s name be entered in the Company’s register of members.

This transfer may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

Signed by: _____
For and on behalf of
Jurchen Investment Corporation
Transferor

Signed by: _____
For and on behalf of
CGY Investments Limited
Transferee

Witnessed by:
Address:

Witnessed by:
Address:

Dated:

Dated:

Aptorum Group Limited
(the “Company”)

Share Transfer

Jurchen Investment Corporation, (the “Transferor”) does hereby transfer to **CGY Investments Limited** (the “Transferee”), 4,015,367 Class B Ordinary Shares for good and valuable consideration in the capital of the Company, a Cayman Islands company, standing in our name to hold the same unto the Transferee, subject to the terms and conditions of the memorandum and articles of association of the Company and, the Transferee does hereby agree to take such shares subject thereto as aforesaid and hereby request that the Transferee’s name be entered in the Company’s register of members.

This transfer may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

Signed by: _____
For and on behalf of
Jurchen Investment Corporation
Transferor

Signed by: _____
For and on behalf of
CGY Investments Limited
Transferee

Witnessed by:
Address:

Witnessed by:
Address:

Dated:

Dated:

Share Purchase Agreement

Jurchen Investment Corporation, (the “**Seller**”) does hereby agreed to sell to **CGY Investments Limited** (the “**Purchaser**”), 446,152 Class A Ordinary Shares and 4,015,367 Class B Ordinary Shares for total consideration of USD1.00 in the capital of Aptorum Group Limited, a Cayman Islands company and the Purchaser does hereby agree to take such shares subject thereto as aforesaid.

This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

Signed by: _____
For and on behalf of
Jurchen Investment Corporation
Seller

Signed by: _____
For and on behalf of
CGY Investments Limited
Purchaser

Witnessed by:
Address:

Witnessed by:
Address:

Dated:

Dated: