

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2016-01-25**
SEC Accession No. [0000950103-16-010428](#)

(HTML Version on secdatabase.com)

SUBJECT COMPANY

CASI Pharmaceuticals, Inc.

CIK:[895051](#) | IRS No.: **581959440** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: [005-46247](#) | Film No.: **161357444**
SIC: **2836** Biological products, (no diagnostic substances)

Mailing Address

9620 MEDICAL CENTER DR
STE 300
ROCKVILLE MD 20850

Business Address

9620 MEDICAL CENTER DR
STE 300
ROCKVILLE MD 20850
240-864-2600

FILED BY

SPARKLE BYTE LTD

CIK:[1663831](#) | IRS No.: **000000000** | State of Incorporation: **D8** | Fiscal Year End: **1231**
Type: **SC 13D**

Mailing Address

P.O. BOX 957
OFFSHORE
INCORPORATIONS CENTRE
ROAD TOWN
TORTOLA D8 00000

Business Address

P.O. BOX 957
OFFSHORE
INCORPORATIONS CENTRE
ROAD TOWN
TORTOLA D8 00000
852 2127 4863

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

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

CASI Pharmaceuticals, Inc.
(Name of Issuer)

Common Stock, \$0.01 par value
(Title of Class of Securities)

14757U 109

(CUSIP Number)

Dongliang Lin
6/F, Tower A, COFCO Plaza
8 Jianguomennei Avenue
Beijing 100005, P. R. China
+86 10 6526 4136

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Howard Zhang
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2201 China World Office 2
1 Jian Guo Men Wai Avenue
Chao Yang District, Beijing 100004, P.R. China
+86 10 8567 5002

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

January 14, 2016
(Date of Event which Requires Filing of this Statement)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

*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 PERSON Sparkle Byte Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
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 5,693,892 ⁽¹⁾
	8.	SHARED VOTING POWER 0
	9.	SOLE DISPOSITIVE POWER 5,693,892 ⁽¹⁾
	10.	SHARED DISPOSITIVE POWER 0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) These securities include (i) 4,744,910 shares of common stock issued by the Issuer to the Reporting Person and (ii) 948,982 shares of common stock issuable upon exercise at \$1.69 per share of certain warrant issued by the Issuer to the Reporting Person pursuant to that certain securities purchase agreement dated as of September 20, 2015 between the Issuer and He Xie Ai Qi Investment Management (Beijing) Co., Ltd. By virtue of holding 100% of the equity interest of the Reporting Person, Snow Moon Limited may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of holding 100% of the equity interest of Snow Moon Limited, Tianjin Jingran Management Center (Limited Partnership) may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the general partner of Tianjin Jingran Management Center (Limited Partnership), He Xie Ai Qi Investment Management (Beijing) Co., Ltd. may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the shareholders and/or directors of He Xie Ai Qi Investment Management (Beijing) Co., Ltd., Jianguang Li, Dongliang Lin, Fei Yang, Suyang Zhang and Hugo Shong may be deemed to have shared voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

1.	NAME OF REPORTING PERSON Snow Moon Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
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 5,693,892 ⁽¹⁾
	8.	SHARED VOTING POWER 0
	9.	SOLE DISPOSITIVE POWER 5,693,892 ⁽¹⁾
	10.	SHARED DISPOSITIVE POWER 0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) The record owner of these shares is Sparkle Byte Limited. By virtue of holding 100% of the equity interest of Sparkle Byte Limited, the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of holding 100% of the equity interest of the Reporting Person, Tianjin Jingran Management Center (Limited Partnership) may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the general partner of Tianjin Jingran Management Center (Limited Partnership), He Xie Ai Qi Investment Management (Beijing) Co., Ltd. may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the shareholders and/or directors of He Xie Ai Qi Investment Management (Beijing) Co., Ltd., Jianguang Li, Dongliang Lin, Fei Yang, Suyang Zhang and Hugo Shong may be deemed to have shared voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

1.	NAME OF REPORTING PERSON Tianjin Jingran Management Center (Limited Partnership)	
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 AF	
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 P.R. China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 5,693,892 ⁽¹⁾
	8.	SHARED VOTING POWER 0
	9.	SOLE DISPOSITIVE POWER 5,693,892 ⁽¹⁾
	10.	SHARED DISPOSITIVE POWER 0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) PN	

(1) The record owner of these shares is Sparkle Byte Limited. By virtue of holding 100% of the equity interest of Snow Moon Limited, which in turn holds 100% of the equity interest of Sparkle Byte Limited, the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the general partner of the Reporting Person, He Xie Ai Qi Investment Management (Beijing) Co., Ltd. may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the shareholders and/or directors of He Xie Ai Qi Investment Management (Beijing) Co., Ltd., Jianguang Li, Dongliang Lin, Fei Yang, Suyang Zhang and Hugo Shong may be deemed to have shared voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

1.	NAME OF REPORTING PERSON He Xie Ai Qi Investment Management (Beijing) Co., Ltd.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
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 P.R. China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 5,693,892 ⁽¹⁾
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 5,693,892 ⁽¹⁾
	10.	Shared Dispositive Power 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) The record owner of these shares is Sparkle Byte Limited. By virtue of holding 100% of the equity interest of Snow Moon Limited, which in turn holds 100% of the equity interest of Sparkle Byte Limited, Tianjin Jingran Management Center (Limited Partnership) may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the general partner of Tianjin Jingran Management Center (Limited Partnership), the Reporting Person may be deemed to have sole voting and dispositive power with respect to these shares. By virtue of being the shareholders and/or directors of the Reporting Person, Jianguang Li, Dongliang Lin, Fei Yang, Suyang Zhang and Hugo Shong may be deemed to have shared voting and dispositive power with respect to these shares..

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

1.	NAME OF REPORTING PERSON Jianguang Li	
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 AF	
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 P.R. China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 5,693,892 ⁽¹⁾
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 5,693,892 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Sparkle Byte Limited is the record owners of these shares. The Reporting Person is a 25% shareholder and one of the three directors of He Xie Ai Qi Investment Management (Beijing) Co., Ltd, the general partner of Tianjin Jingran Management Center (Limited Partnership). Tianjin Jingran Management Center (Limited Partnership) holds 100% equity interest of Snow Moon Limited, which in turn holds 100% equity interest of Sparkle Byte Limited. By virtue of this affiliation, the Reporting Person may be deemed to share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

1.	NAME OF REPORTING PERSON Dongliang Lin	
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 AF	
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 P.R. China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 5,693,892 ⁽¹⁾
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 5,693,892 ⁽¹⁾
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Sparkle Byte Limited is the record owners of these shares. The Reporting Person is a 25% shareholder and one of the three directors of He Xie Ai Qi Investment Management (Beijing) Co., Ltd, the general partner of Tianjin Jingran Management Center (Limited Partnership). Tianjin Jingran Management Center (Limited Partnership) holds 100% equity interest of Snow Moon Limited, which in turn holds 100% equity interest of Sparkle Byte Limited. By virtue of this affiliation, the Reporting Person may be deemed to share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

1.	NAME OF REPORTING PERSON Fei Yang	
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 AF	
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 P.R. China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 5,693,892 ⁽¹⁾
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 5,693,892 ⁽¹⁾
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Sparkle Byte Limited is the record owners of these shares. The Reporting Person is a 25% shareholder of He Xie Ai Qi Investment Management (Beijing) Co., Ltd, the general partner of Tianjin Jingran Management Center (Limited Partnership). Tianjin Jingran Management Center (Limited Partnership) holds 100% equity interest of Snow Moon Limited, which in turn holds 100% equity interest of Sparkle Byte Limited. By virtue of this affiliation, the Reporting Person may be deemed to share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

1.	NAME OF REPORTING PERSON Suyang Zhang	
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 AF	
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 P.R. China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 5,693,892 ⁽¹⁾
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 5,693,892 ⁽¹⁾
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Sparkle Byte Limited is the record owners of these shares. The Reporting Person is a 25% shareholder of He Xie Ai Qi Investment Management (Beijing) Co., Ltd, the general partner of Tianjin Jingran Management Center (Limited Partnership). Tianjin Jingran Management Center (Limited Partnership) holds 100% equity interest of Snow Moon Limited, which in turn holds 100% equity interest of Sparkle Byte Limited. By virtue of this affiliation, the Reporting Person may be deemed to share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

1.	NAME OF REPORTING PERSON Hugo Shong	
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 AF	
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 United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 5,693,892 ⁽¹⁾
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED VOTING POWER 5,693,892 ⁽¹⁾
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,693,892	
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) 13.6% ⁽²⁾	
14.	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Sparkle Byte Limited is the record owners of these shares. The Reporting Person is one of the three directors of He Xie Ai Qi Investment Management (Beijing) Co., Ltd, the general partner of Tianjin Jingran Management Center (Limited Partnership). Tianjin Jingran Management Center (Limited Partnership) holds 100% equity interest of Snow Moon Limited, which in turn holds 100% equity interest of Sparkle Byte Limited. By virtue of this affiliation, the Reporting Person may be deemed to share voting and dispositive power with respect to these shares.

(2) Percentage calculated based on 41,843,406 total outstanding shares of the common stock of the Issuer, including 5,693,892 shares issued or issuable pursuant to the transactions disclosed in this Schedule 13D.

Item 1. Security and Issuer

This Schedule 13D is being filed to reflect the acquisition by Sparkle Byte (as defined below) of 4,744,910 shares of the Common Stock (as defined below) and the Warrant (as defined below) to acquire 948,982 shares of the Common Stock pursuant to a securities purchase agreement (the “Securities Purchase Agreement”) entered into on September 20, 2015 between the Issuer and He Xie Ai Qi (as defined below).

The class of equity securities to which this Schedule 13D relates is the common stock, par value \$0.01 per share (the “Common Stock”) of CASI Pharmaceuticals, Inc., a Delaware corporation (the “Issuer”). The principal executive office of the Issuer is located at 9640 Medical Center Drive, Rockville, Maryland, 20850.

Item 2. Identity and Background

This Schedule 13D is being filed jointly by the following Reporting Persons:

- 1) Sparkle Byte Limited, a company incorporated under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding (“Sparkle Byte”);
- 2) Snow Moon Limited, a company incorporated under the laws of the British Virgin Islands, with its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal business in investment holding (“Snow Moon”);
- 3) Tianjin Jingran Management Center (Limited Partnership), a limited partnership organized under the laws of the PRC, with its registered office at Room 1704-4920, Kuang Shi International Tower A, Xiangluowan Business Centre, Free Trade Zone (Central Business District), Tianjin, P.R.China and its principal business in investment holding (“Tianjin Jingran”);
- 4) He Xie Ai Qi Investment Management (Beijing) Co., Ltd., a company formed under the laws of the PRC, with its registered office at Room 5835, 5/F, Shenchang Building, 51 Zhichu Road, Haidian District, Beijing, China and its principal business in investment management and consulting services (“He Xie Ai Qi”);
- 5) Jianguang Li, a PRC citizen, shareholder and director of He Xie Ai Qi, with his business address at 6/F, Tower A, COFCO Plaza, 8 Jianguomennei Avenue, Beijing 100005, P. R. China;
- 6) Dongliang Lin, a PRC citizen, shareholder and director of He Xie Ai Qi, with his business address at 6/F, Tower A, COFCO Plaza, 8 Jianguomennei Avenue, Beijing 100005, P. R. China;
- 7) Fei Yang, a PRC citizen, shareholder of He Xie Ai Qi and director of He Xie Hao Shu Investment Management (Beijing) Co., Ltd., with his business address at 34 Floor, South Tower, Poly International Plaza 1 East Pazhoudadao, Guangzhou 510308, P. R. China;
- 8) Suyang Zhang, a PRC citizen, shareholder of He Xie Ai Qi and CEO of Ai Qi Investment Consultancy (Shanghai) Co., Ltd., with his business address at Room 1105, Aetna Tower, 107 Zunyi Road, Shanghai 200051, P.R. China; and
- 9) Hugo Shong, a U.S. citizen, director of He Xie Ai Qi and President of IDG Asia, Inc., with his business address at 6/F, Tower A, COFCO Plaza, 8 Jianguomennei Avenue, Beijing 100005, P. R. China (together with Sparkle Byte, Snow Moon, Tianjin Jingran, He Xie Ai Qi, Jianguang Li, Dongliang Lin, Fei Yang and Suyang Zhang, the “Reporting Persons”).

The agreement among the Reporting Persons relating to the joint filing of this Schedule 13D is attached hereto as Exhibit 99.1.

As of the date hereof, Sparkle Byte is wholly owned by Snow Moon, which is in turn wholly owned by Tianjin

Jingran. The general partner of Tianjing Jingran is He Xie Ai Qi, which is owned by Jianguang Li, Dongliang Lin, Fei Yang and Suyang Zhang, with each holding 25% of the equity interest of He Xie Ai Qi.

The name, business address, present principal occupation or employment and citizenship of the directors, executive officers and control persons of Sparkle Byte, Snow Moon and He Xie Ai Qi are set forth on Schedule A.

Sparkle Byte is the record holder of certain Common Stock as described in Item 5.

None of the Reporting Persons and, to the best of their knowledge, any of the persons listed on Schedule A hereto, has, during the last five years, been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction or subject to any judgment, decree or final order finding any violation of federal or state securities laws or enjoining future violations of, or prohibiting or mandating activities subject to, such laws.

Item 3. Source and Amount of Funds or Other Consideration

The information set forth in the cover pages and Item 1 of this Schedule 13D is incorporated by reference in this Item 3.

On September 20, 2015, the Issuer entered into the Securities Purchase Agreement with He Xie Ai Qi, pursuant to which He Xie Ai Qi (or an affiliate of He Xie Ai Qi) would purchase up to 12,839,506 shares of the Common Stock of the Issuer and warrants to purchase up to 2,567,901 shares of the Common Stock, for an aggregate purchase price of \$15,600,000. On January 14, 2016, pursuant to the Securities Purchase Agreement, Sparkle Byte acquired 4,744,910 shares of the Common Stock and a warrant (the "Warrant") that entitles Sparkle Byte to acquire 948,982 shares of the Common Stock, for an aggregate purchase price of \$5,765,066. The Warrant is exercisable at \$1.69 per share of the Common Stock from the date that is 91 days after the date of its issuance (the "Initial Exercise Date") and expires three years after the Initial Exercise Date.

The source of funds used for making the purchase was from the limited partner of Tianjin Jingran, Zhuhai Harmony Health Investment Fund L.P. ("Zhuhai Harmony"). One of the five key managing persons of Zhuhai Harmony, Quan Zhou, is a director and shareholder of IDG-Accel China Growth Fund GP III Associates Ltd., the ultimate general partner of IDG-Accel China Growth Fund III L.P. and IDG-Accel China III Investors L.P., which are two current shareholders of the Issuer.

Sparkle Byte plans to acquire the remaining 8,094,596 shares of the Common Stock and warrants to acquire 1,618,919 shares of the Common Stock pursuant to the Securities Purchase Agreement.

Item 4. Purpose of Transaction

The Reporting Persons acquired the securities reported herein for investment purposes. The Reporting Persons may, from time to time, make additional purchases of Common Stock either in the open market or in privately-negotiated transactions, depending upon the Reporting Persons' evaluation of the Issuer's business, prospects and financial condition, the market for the Common Stock, other opportunities available to the Reporting Persons, general economic conditions, stock market conditions and other factors. Depending upon the factors noted above, the Reporting Persons may also decide to hold or dispose of all or part of their investments in the Common Stock or the Warrant and/or enter into derivative transactions with institutional counterparties with respect to the Issuer's securities, including the Common Stock and debt securities convertible into the Common Stock.

Except as set forth in Item 3 and this Item 4, the Reporting Persons have no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Securities Exchange Act of 1934, as amended.

A copy of the Securities Purchase Agreement is filed as Exhibit 99.2 hereto, and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

The information set forth in the cover pages of this Schedule 13D and Items 1, 2, 3 and 4 is incorporated herein by reference.

(a) As of the date hereof, Sparkle Byte directly beneficially owns 4,744,910 shares of the Common Stock, representing 11.3% of the Issuer's issued and outstanding Common Stock. In addition, Sparkle Byte directly

beneficially owns the Warrant that entitles Sparkle Byte to acquire 948,982 shares of the Common Stock at an exercise price of \$1.69 per share of the Common Stock. As of the date hereof, the Common Stock issuable pursuant to the warrant represents 2.3% of the Issuer's issued and outstanding Common Stock.

Snow Moon may be deemed to have voting and dispositive power with respect to and have beneficial ownership of 4,744,910 shares of the Common Stock owned by Sparkle Byte and 948,982 shares of the Common Stock issuable pursuant to the Warrant, representing 11.3% and 2.3%, respectively, of the Issuer's issued and outstanding Common Stock.

Tianjin Jingran may be deemed to have voting and dispositive power with respect to and have beneficial ownership of 4,744,910 shares of the Common Stock owned by Sparkle Byte and 948,982 shares of the Common Stock issuable pursuant to the Warrant, representing 11.3% and 2.3%, respectively, of the Issuer's issued and outstanding Common Stock.

He Xie Ai Qi may be deemed to have voting and dispositive power with respect to and have beneficial ownership of 4,744,910 shares of the Common Stock owned by Sparkle Byte and 948,982 shares of the Common Stock issuable pursuant to the Warrant, representing 11.3% and 2.3%, respectively, of the Issuer's issued and outstanding Common Stock.

As a result of the relationships described in the cover pages of this Schedule 13D, each of Jianguang Li, Dongliang Lin, Fei Yang, Suyang Zhang and Hugo Shong may be deemed to share beneficial ownership of 5,693,892 shares of the Common Stock, representing 13.6% of the Issuer's issued and outstanding Common Stock.

Neither the filing of this Schedule 13D by the Reporting Persons nor any of its contents shall be deemed to constitute an admission by any of such persons, other than Sparkle Byte, that it is the beneficial owner of any of the shares of the Common Stock referred to herein for purposes of the Securities Exchange Act of 1934, or for any other purpose, and such beneficial ownership is expressly disclaimed.

(b) Each of Sparkle Byte, Snow Moon, Tianjin Jingran and He Xie Ai Qi may be deemed to have the sole power to direct the vote and the disposition of the Common Stock that may be deemed to be beneficially owned by each of them. Each of Jianguang Li, Dongliang Lin, Fei Yang, Suyang Zhang and Hugo Shong may be deemed to have the shared power to direct the vote and the disposition of the Common Stock that may be deemed to be beneficially owned by each of them.

(c) Except as set forth herein, to the knowledge of the Reporting Persons with respect to the persons named in response to Item 5(a), none of the persons named in response to Item 5(a) has effected any transactions in the Common Stock during the past 60 days.

(d) No person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any securities covered by this Schedule 13D.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Issuer.

The terms of the Securities Purchase Agreement described in Items 3 and 4 of this Schedule 13D are incorporated by reference in this Item 6.

To the best knowledge of the Reporting Persons, except as provided herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Issuer, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Issuer.

Item 7. Materials to be Filed as Exhibits.

Exhibit 99.1	Joint Filing Agreement dated January 25, 2016 by and among the Reporting Persons
Exhibit 99.2	Securities Purchase Agreement dated September 20, 2015 by and between the Issuer and He Xie Ai Qi

SIGNATURES

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.

Sparkle Byte Limited

By: /s/ Dongliang Lin
Name: Dongliang Lin
Title: Authorized Signatory

SIGNATURES

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.

Snow Moon Limited

By: /s/ Dongliang Lin
Name: Dongliang Lin
Title: Authorized Signatory

SIGNATURES

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.

**Tianjin Jingran Management Center
(Limited Partnership)**

By: /s/ Qiuyue Zhong
Name: Qiuyue Zhong
Title: Representative

SIGNATURES

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.

**He Xie Ai Qi Investment Management
(Beijing) Co., Ltd.**

By: /s/ Hugo Shong
Name: Hugo Shong
Title: Authorized Signatory

SIGNATURES

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.

Jianguang Li

By: /s/ Jianguang Li
Name: Jianguang Li

SIGNATURES

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.

Dongliang Lin

By: /s/ Dongliang Lin
Name: Dongliang Lin

SIGNATURES

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.

Fei Yang

By: /s/ Fei Yang
Name: Fei Yang

SIGNATURES

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.

Suyang Zhang

By: /s/ Suyang Zhang
Name: Suyang Zhang

SIGNATURES

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.

Hugo Shong

By: /s/ Hugo Shong
Name:Hugo Shong

Schedule A

Name	Present Principal Occupation or Employment and Business Address
Jianguang Li (P.R.C. citizen)	Director of He Xie Ai Qi Investment Management (Beijing) Co., Ltd., c/o 6/F, Tower A, COFCO Plaza, 8 Jianguomennei Avenue, Beijing 100005, P. R. China.
Dongliang Lin (P.R.C. citizen)	Director of Sparkle Byte Limited, Snow Moon Limited and He Xie Ai Qi Investment Management (Beijing) Co., Ltd., c/o 6/F, Tower A, COFCO Plaza, 8 Jianguomennei Avenue, Beijing 100005, P. R. China.
Hugo Shong (U.S. citizen)	Director of He Xie Ai Qi Investment Management (Beijing) Co., Ltd. and President of IDG Asia, Inc., c/o 6/F, Tower A, COFCO Plaza, 8 Jianguomennei Avenue, Beijing 100005, P. R. China.

INDEX TO EXHIBITS

Exhibit 99.1 Joint Filing Agreement dated January 25, 2016 by and among the Reporting Persons
Exhibit 99.2 Securities Purchase Agreement dated September 20, 2015 by and between the Issuer and He Xie Ai Qi

JOINT FILING AGREEMENT

January 25, 2016

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree (i) to the joint filing, on behalf of each of them, of a statement on Schedule 13D (including amendments thereto) with respect to the common stock, par value \$0.01 per share of CASI Pharmaceuticals, Inc., a Delaware corporation; and (ii) that this agreement be included as Exhibit 99.1 to such joint filing. The undersigned acknowledge that each shall be responsible for the timely filing of any amendments to such joint filing and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others.

[Execution page follows.]

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Sparkle Byte Limited

By: /s/ Dongliang Lin
Name: Dongliang Lin
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Snow Moon Limited

By: /s/ Dongliang Lin
Name: Dongliang Lin
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this agreement.

**Tianjin Jingran Management Center
(Limited Partnership)**

By: /s/ Qiuyue Zhong
Name: Qiuyue Zhong
Title: Representative

IN WITNESS WHEREOF, the undersigned have executed this agreement.

**He Xie Ai Qi Investment Management
(Beijing) Co., Ltd.**

By: /s/ Hugo Shong
Name: Hugo Shong
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Jianguang Li

By: /s/ Jianguang Li
Name: Jianguang Li

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Dongliang Lin

By: /s/ Dongliang Lin
Name: Dongliang Lin

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Fei Yang

By: /s/ Fei Yang
Name: Fei Yang

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Suyang Zhang

By: /s/ Suyang Zhang
Name: Suyang Zhang

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Hugo Shong

By: /s/ Hugo Shong
Name:Hugo Shong

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this “**Agreement**”) is made as of September 20, 2015, between CASI Pharmaceuticals, Inc., a Delaware corporation (the “**Company**”), He Xie Ai Qi Investment Management (Beijing) Co., Ltd. (和谐爱奇投资管理(北京)有限公司), a company formed under the laws of the People’s Republic of China (“**HXAQ**”) and any Person that delivers any portion of the Subscription Amount pursuant to Section 2.02(b) of this Agreement (such Persons, together with HXAQ, jointly and severally, and including their successors and assigns, the “**Purchaser**”).

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, securities of the Company as described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, covenants and conditions contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.01:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, “**control**” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “**controlling**” and “**controlled**” have correlative meanings.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, any day which is a legal holiday in Hong Kong or the mainland of the PRC, or any day on which banking institutions in the State of New York or Hong Kong or the mainland of the PRC are authorized or required by law or other governmental action to close.

“**Closing**” means the closing of the purchase and sale of the Shares and the Warrants pursuant to Section 2.01.

“**Closing Date**” means the day on which all conditions precedent to (i) the Purchaser’s obligations to pay the Subscription Amount and (ii) the Company’s obligations to deliver the Shares and the Warrants, in each case, have been satisfied or waived.

“**Commission**” means the United States Securities and Exchange Commission.

“**Common Stock**” means the common stock of the Company, par value \$0.01 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

“**Initial Exercise Date**” means the date that is 91 days after the Closing Date.

“**Per Share Purchase Price**” equals \$1.190, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

“**Person**” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“**PRC**” means the People’s Republic of China.

“**PRC Approvals**” means any consent or approval by the PRC governmental and regulatory authorities necessary to consummate the transactions contemplated hereby, including but not limited to the approval by or registration with the State Administration of Foreign Exchange of the PRC.

“**Securities**” means the Shares, the Warrants and the Warrant Shares.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended and interpreted from time to time.

“**Shares**” means the shares of Common Stock issued or issuable to the Purchaser pursuant to this Agreement.

“**Subscription Amount**” means the aggregate amount to be paid for the Shares and Warrants purchased by the Purchaser hereunder as specified below the Purchaser’s name on the signature page of this Agreement and next to the heading “Subscription Amount,” in United States dollars and in immediately available funds.

“**Trading Day**” means a day on which the principal Trading Market is open for trading.

“**Trading Market**” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the NYSE MKT or the New York Stock Exchange (or any successors to any of the foregoing).

“**Transaction Documents**” means this Agreement, the Warrants and any other documents or agreements executed in connection with the transactions contemplated hereunder.

“**Transfer Agent**” means American Stock Transfer & Trust Company, the current transfer agent of the Company, and any successor transfer agent of the Company.

“**Warrants**” means, collectively, the Common Stock purchase warrants delivered to the Purchaser at the Closing in accordance with Section 2.2(a) hereof, which Warrants shall be exercisable beginning from the Initial Exercise Date and have a term of exercise equal to three (3) years from the Initial Exercise Date, in substantially the form set forth on Exhibit A attached hereto.

“**Warrant Shares**” means the shares of Common Stock issuable upon exercise of the Warrants.

ARTICLE 2 PURCHASE AND SALE

Section 2.01. *Closing.* On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Purchaser agrees to purchase, up to an aggregate of \$15,600,000 of Shares and Warrants. The Shares and Warrants will be sold together, and each one share of Common Stock shall entitle Purchaser to purchase a Warrant to purchase 0.20 shares of Common Stock. The Purchaser shall deliver to the Company, via wire transfer of immediately available funds, the amount equal to the Subscription Amount as set forth on the signature page hereto executed by the Purchaser and the Company shall deliver to the Purchaser its Shares and a Warrant as determined pursuant to Sections 2.02(a) and 3.01(d), and the Company and the Purchaser shall deliver the other items set forth in Section 2.02 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.02 and 2.03, the Closing shall occur at 10:00 a.m. at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 or such other location as the parties shall mutually agree.

Section 2.02. *Deliveries.*

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) the Shares; and

(ii) a Warrant, registered in the name of the Purchaser, to purchase the number of shares of Common Stock equal to 20% of the number of Shares to be registered in the name of the Purchaser pursuant to Section 3.01(d) of this Agreement, with an exercise price equal to \$1.69 per share, subject to adjustment therein.

(b) On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company the following:

(i) the Subscription Amount by wire transfer to the account as specified in writing by the Company or by delivery of immediately available funds.

Section 2.03. *Closing Conditions.*

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the truth and accuracy in all material respects on the Closing Date of the representations and warranties of the Purchaser contained herein (unless as of a specific date therein);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed or waived; and

(iii) the delivery by the Purchaser of the items set forth in Section 2.02(b) of this Agreement.

(b) The respective obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the truth and accuracy in all material respects when made and on the Closing Date as if made on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed or waived;

(iii) the delivery by the Company of the items set forth in Section 2.02(a) of this Agreement; and

(iv) the Purchaser shall have received, or be satisfied that it will receive the PRC Approvals.

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01. *Representations and Warranties of the Company.* Except as otherwise described in the Company's most recent Annual Report on Form 10-K, the Company's Quarterly Reports on Form 10-Q filed after the Company's most recent Annual Report on Form 10-K, the Company's Proxy Statement for its 2015 annual meeting of shareholders, and any of the Company's Current Reports on Form 8-K filed

after the filing of the Company's most recent Form 10-K, the Company hereby represents and warrants to, and covenants with, the Purchaser as of the date hereof, as follows:

(a) The Company is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has full power and authority to conduct its business as presently conducted and is registered or qualified to do business and in good standing in each jurisdiction in which it owns property or transacts business and where the failure to be so qualified would have a material adverse effect upon the Company and its subsidiaries as a whole or the business, financial condition, properties, operations or assets of the Company and its subsidiaries as a whole or the Company's ability to perform its obligations under this Agreement and the other Transaction Documents in all material respects, and to the knowledge of the Company, no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing, or seeking to revoke, limit or curtail, such power and authority or qualification.

(b) The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under the Transaction Documents. The execution and delivery of the this Agreement and the other Transaction Documents and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action and no further action on the part of the Board of Directors or stockholders is required. Upon execution of the Transaction Documents by the Company, the Transaction Documents will be validly executed and delivered by the Company and will constitute legal, valid and binding agreements of the Company enforceable against the Company in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) The issuance and sale of each of the Shares and the Warrants have been duly authorized by the Company, and the Shares, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable. The Warrant Shares have been duly authorized and reserved for issuance pursuant to the terms of the Warrants, and the Warrant Shares, when issued by the Company upon valid exercise of the Warrants and payment of the exercise price, will be duly and validly issued, fully paid and nonassessable. The Company shall, so long as any of the Warrants are outstanding, take all action necessary to reserve and keep available out of its authorized and unissued capital stock, solely for the purpose of effecting the exercise of the Warrants, all of the number of Warrant Shares.

(d) Within one (1) Business Day of the Closing, the Company will instruct the Transfer Agent to credit the Purchaser the number of Shares as indicated on the signature page hereto, registered in the name of the Purchaser (and, upon request, will deliver physical stock certificates to the Purchasers representing the Shares), in each case, subject to Section 3.02(h) of this Agreement.

(e) The execution and delivery of the Transaction Documents and the sale and issuance of the Securities to be sold by the Company pursuant to the Transaction Documents, the fulfillment of the terms of the Transaction Documents and the consummation of the transactions contemplated thereby will not: (i) result in a conflict with or constitute a material violation of, or material default (with the passage of time or otherwise) under, (A) any bond, debenture, note, loan agreement or other evidence of indebtedness, or any material lease or contract to which the Company is a party or by which the Company or their respective properties are bound, (B) the Certificate of Incorporation, by-laws or other organizational documents of the Company, as amended, or (C) any law, administrative regulation, or existing order of any court or governmental agency, or other authority binding upon the Company or the Company's respective properties; or, (ii) result in the creation or imposition of any lien, encumbrance, claim or security interest upon any of the material assets of the Company or an acceleration of indebtedness pursuant to any obligation, agreement or condition contained in any material bond, debenture, note or any other evidence of indebtedness or any material indenture, mortgage, deed of trust or any other agreement or instrument to which the Company is a party or by which it is bound or to which any of the property or assets of the Company is subject. No consent, approval, authorization or other order of, or registration, qualification or filing with, any regulatory body, administrative agency, governmental body or any other third party is required for the execution and delivery of the Transaction Documents by the Company, other than such as have been made or obtained, and except for any filings required to be made under federal or state securities laws.

Section 3.02. *Representations and Warranties of the Purchaser.* The Purchaser hereby represents and warrants as follows:

(a) The Purchaser has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) The Purchaser understands that nothing in this Agreement or any other materials presented to the Purchaser in connection with the purchase and sale of the Shares and Warrants constitutes legal, tax or investment advice. The Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Shares and Warrants.

(c) This Agreement is made with Purchaser in reliance upon the Purchaser's representation to the Company, which by Purchaser's execution of this Agreement, Purchaser hereby confirms, that the Securities to be acquired by Purchaser will be acquired for investment for Purchaser's own account, not as a nominee or agent, and not

with a view to the resale or distribution of any part thereof, and that Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, Purchaser further represents that Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Securities.

(d) Purchaser understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. Purchaser understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, Purchaser must hold the Securities indefinitely unless they are registered with the Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

(e) Purchaser understands that no public market now exists for the Warrants, and that the Company has made no assurances that a public market will ever exist for the Warrants.

(f) Purchaser is aware of Rule 144 under the Securities Act and the restrictions imposed thereby and further understands and agrees that so long as Purchaser beneficially owns 10% or more of the Company's then outstanding securities, the Company may deem the Purchaser to be an "affiliate" as defined in Rule 144(a)(1) and any transfers of the Shares or the Warrant Shares by the Purchaser shall be subject to the limitations applicable to affiliates set forth in the Securities Act and the rules promulgated thereunder, including without limitation Rule 144.

(g) Purchaser understands that the Securities issued upon exercise of the Warrants, may bear one or all of the following legends (or substantially similar legends), unless and until the Shares and the Warrant Shares are registered under the Securities Act pursuant to an effective registration statement:

(i) "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH

REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.”

(ii) Any legend required by the securities laws of any state to the extent such laws are applicable to the Securities represented by the certificate so legended.

(h) Purchaser is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser has not been the subject of any disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a “Disqualification Event”), except for a Disqualification Event as to which Rule 506(d)(2)(i-iv) or (d)(3) applies.

(i) Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares and the Warrants.

ARTICLE 4

OTHER AGREEMENTS OF THE PARTIES

Section 4.01. *Registration Rights.*

(a) Within 120 days after Closing, the Company shall prepare and file with the Commission a registration statement on Form S-3 (or such other form if, at such time, the Company is not eligible to utilize such Form S-3) covering the resale of all of the Registrable Securities from time to time on a continuous basis pursuant to Rule 415 of the Securities Act (the “**Resale Registration Statement**” including the base prospectus contained therein, the “**Prospectus**”). For purposes of this Section 4.01, “**Registrable Securities**” shall mean the Securities and any shares of Common Stock issuable with respect to the Securities by way of a stock dividend, stock split or other distribution, or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization; *provided* that such Registrable Securities shall cease to be Registrable Securities when (i) a registration statement covering such securities has been declared effective by the Commission and such securities have been disposed of pursuant to such effective registration statement, (ii) such securities have been sold under circumstances in which all of the applicable conditions of Rule 144 (or any similar provisions then in force) under the Securities Act were met, (iii) such securities are otherwise transferred and such securities may be resold without subsequent registration under the Securities Act, or (iv) such securities shall have ceased to be outstanding.

(b) Not less than ten (10) Trading Days prior to the initial filing of the Resale Registration Statement and not less than five (5) Trading Days prior to the filing of any related prospectus or any amendment or supplement thereto, the Company shall (i) furnish to the Purchaser copies of all such documents proposed to be filed, which documents will be subject to the review and reasonable comments of the Purchaser, and (ii) cause its officers and directors, counsel and independent registered public accountants

to respond to any inquiries from the Purchaser and its advisors. The Company shall permit counsel designated by the Purchaser to review such Resale Registration Statement, related prospectus, and any amendment or supplement thereto (as well as all requests for acceleration or effectiveness thereof) within the time periods referenced above and shall use reasonable best efforts to reflect in such documents any comments as such counsel may reasonably propose and will not request acceleration of the Resale Registration Statement without prior notice to such counsel.

(c) Upon filing the Resale Registration Statement, the Company shall use its reasonable best efforts to cause such Resale Registration Statement to be declared effective by the Commission as soon as practicable thereafter, including the filing of amendments and post-effective amendments and supplements to such Resale Registration Statement. The Company shall otherwise comply with all rules and regulations of the Commission and other governmental and regulatory authorities applicable to the registration of such Registrable Securities and the effectiveness of the Resale Registration Statement.

(d) The Company shall maintain such Resale Registration Statement and shall comply with its other obligations under this Section 4.01 until the earlier to occur of (i) such time as the Purchaser owns no Registrable Securities and (ii) such time as the Registrable Securities may be resold by the Purchaser pursuant to Rule 144 of the Securities Act without the requirement for the Company to be in compliance with the current public information required under such Rule and without volume or manner-of-sale restrictions. To the extent that the Company fails to maintain an effective Resale Registration Statement for an excess of ten (10) consecutive or twenty (20) aggregate Trading Days during any twelve (12)-month period, and the Purchaser suffers losses as a result of such failure, the Purchaser shall be entitled to seek specific performance or compensatory damages as set forth in this Agreement.

(e) The Company shall promptly notify the Purchaser of the effectiveness of the Resale Registration Statement and each post-effective amendment thereto. Additionally, the Company will promptly notify the Purchaser upon the occurrence of any of the following events in respect of the Resale Registration Statement or related prospectus: (i) receipt of any request for additional information by the Commission or any other governmental entity during the period of effectiveness of the Resale Registration Statement or amendments or supplements to the Resale Registration Statement or any related prospectus; (ii) the issuance by the Commission or any other governmental entity of any stop order suspending the effectiveness of the Resale Registration Statement or the initiation of any proceedings for that purpose and the Company will promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued; (iii) receipt of any notification with respect to the suspension of the qualification or exemption from qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose; (iv) the happening of any event that, in the reasonable determination of the Company and its counsel, makes any statement made in the Resale Registration Statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any

material respect or that requires the making of any changes in the Resale Registration Statement, related prospectus or documents so that (or the Company otherwise becomes aware of any statement included in the Resale Registration Statement, related prospectus or document that is untrue in any material respect or that requires the making of any changes in the Resale Registration Statement, related prospectus or document so that), in the case of the Resale Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the related prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (v) the Company's reasonable determination that a post-effective amendment to the Resale Registration Statement would be appropriate (in which event the Company will promptly make available to the Purchaser any such supplement or amendment to the Resale Registration Statement and, as applicable, the related prospectus). In the event of any suspension of the Purchaser's ability to sell Shares pursuant to the Resale Registration Statement as a result of the foregoing (a "**Suspension**"), the Company will use its best efforts to cause the use of the prospectus so suspended to be resumed as soon as reasonably practicable after notice of a Suspension to the Purchaser and such Suspension shall be subject to the liquidated damages provisions set forth in Section 4.01(d) above.

(f) The Company shall furnish to the Purchaser with respect to the Registrable Securities registered under the Resale Registration Statement such number of copies of the prospectus (including preliminary and supplemental prospectuses and prospectus amendments) as the Purchaser may reasonably request, in order to facilitate the public sale or other disposition of all or any of the Registrable Securities by the Purchaser.

(g) The Company shall file documents required of the Company for normal blue sky clearance in states as shall be reasonably appropriate in the opinion of the Company and its legal counsel; *provided, however*, that the Company shall not be required to qualify to do business or consent to general service of process in any jurisdiction in which it would not otherwise be required to qualify but for this Section 4.01(g).

(h) All expenses incident to the Company's compliance with this Section 4.01, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities laws, printing expenses, filing expenses, and fees and disbursements of the Company's counsel and independent registered public accountants will be borne by the Company. Any expenses incurred in connection with the sale of any of the Shares or the Warrant Shares pursuant to the Resale Registration Statement shall be borne by the Company except that any brokerage commissions shall be borne by the Purchaser.

(i) The Company shall, at the reasonable request of the Purchaser, prepare and file with the Commission such amendments (including post-effective amendments) and supplements to the Resale Registration Statement and any prospectus used in connection

with the Resale Registration Statement as may be necessary in order to make reasonable changes to the plan of distribution set forth in such Resale Registration Statement.

(j) Notwithstanding anything herein to the contrary, the Purchaser's rights under this Section 4.01 shall be automatically assignable by the Purchaser to any Affiliate of Purchaser of all or any portion of such Registrable Securities, to the extent of the Registrable Securities so transferred, if: (i) the Purchaser agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (A) the name and address of such transferee or assignee, and (B) the securities with respect to such registration rights are being transferred or assigned, and (iii) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence, the transferee or assignee agrees in writing to be bound by the provisions of Section 4.01 of this Agreement. In the event that the Purchaser transfers all or any portion of its Registrable Securities pursuant to this Section 4.01(j), the Company shall have ten (10) Business Days following the receipt of such notice to file any amendments or supplements necessary to keep the Resale Registration Statement current and effective pursuant to Rule 415. Upon any such assignment, all of the Purchaser's rights under this Agreement with respect to such transferred securities shall inure to the benefit of the transferee.

Section 4.02. *Use of Proceeds.* The Company shall use the net proceeds from the sale of the Securities hereunder for working capital purposes.

Section 4.03. *Listing of Common Stock.* The Company hereby agrees to use best efforts to maintain the listing or quotation of the Common Stock on the Trading Market on which it is currently listed, and concurrently with the Closing, the Company shall apply to list or quote all of the Shares and Warrant Shares on such Trading Market and promptly secure the listing of all of the Shares and Warrant Shares on such Trading Market. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will then include in such application all of the Shares and Warrant Shares, and will take such other action as is necessary to cause all of the Shares and Warrant Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then use its reasonable best efforts to continue the listing and trading of its Common Stock on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market.

Section 4.04. *Subsequent Transactions.* Except with respect to an Exempt Issuance, from the date hereof until 30 days after the Closing Date, neither the Company nor any of its subsidiaries shall issue, enter into any agreement to issue or announce the issuance or proposed issuance of any shares of Common Stock or Common Stock Equivalents. "**Exempt Issuance**" means the issuance of (a) shares of Common Stock or options to employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee

directors established for such purpose, (b) securities upon the exercise or exchange of or conversion of any Securities issued hereunder and/or other securities, derivatives or contingent rights exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Agreement, *provided* that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company and approved in advance by HXAQ or its successors or assigns, *provided* that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities, and (d) securities issued in a transaction approved in advance by HXAQ or its successors or assigns.

ARTICLE 5
MISCELLANEOUS

Section 5.01. *Fees and Expenses.* Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement, except that the Company shall pay or reimburse at the Closing all reasonable costs and expenses incurred or to be incurred by the Purchaser up to a maximum of \$35,000 in connection therewith. The Company shall pay all Transfer Agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser.

Section 5.02. *Entire Agreement.* The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior negotiations, correspondence, agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

Section 5.03. *Notices.* Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by any U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given if

delivered personally. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

Section 5.04. *Amendments; Waivers.* No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. Any amendment or waiver effected in accordance with this Section 5.04 shall be binding upon the Purchaser and the Company. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

Section 5.05. *Headings.* The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

Section 5.06. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; *provided* that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party; except that i) the Purchaser may transfer or assign its rights and obligations under this Agreement, in whole or from time to time in part, to one or more of its Affiliates at any time, and ii) the Purchaser may transfer or assign his rights and obligations under this Agreement in whole to any Person at any time, *provided* that, in each case, such designee or assign agrees to be bound by the terms and conditions of this Agreement and other Transaction Documents, as applicable.

Section 5.07. *No Third-Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

Section 5.08. *Governing Law.* All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof.

Section 5.09. *Survival.* The representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement for a period of 18 months.

Section 5.10. *Execution.* This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission

or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Section 5.11. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

Section 5.12. *Replacement of Securities.* If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

Section 5.13. *Saturdays, Sundays, Holidays, etc.* If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

Section 5.14. *Construction.* The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments hereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

Section 5.15. **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY,**

UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

CASI PHARMACEUTICALS, INC.

By: /s/ Ken Ren
Name: Ken K. Ren
Title: Chief Executive Officer

Address for notice:
9620 Medical Center Drive
Suite 300
Rockville, Maryland 20850
Attention: Cynthia W. Hu
Facsimile: 240.864.2601
With a copy to (which shall not
constitute notice):

Richard Baltz
Arnold & Porter LLP
601 Massachusetts Avenue, NW
Washington, DC 20001
Facsimile: 202-942-5999

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]*

[Signature Page to Securities Purchase Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: **HE XIE AI QI INVESTMENT MANAGEMENT (BEIJING) CO. LTD.**

Signature of Authorized Signatory of Purchaser: /s/Hugo Shong

Name of Authorized Signatory: **Hugo Shong**

Title of Authorized Signatory: Director

Facsimile Number of Authorized Signatory: **(8610) 8512 0225**

Address for Notice of Purchaser:

**6/F, Tower A, COFCO Plaza
8 Jianguomennei Avenue
Beijing, 100005 · China
Fax : (8610) 8512 0225
Att.: Hugo Shong/Xiaobing Yin**

SUBSCRIPTION AMOUNT (TOTAL INVESTMENT AMOUNT): USD \$15,600,000

Per Share Purchase Price: \$1.190

Per 0.20 Warrant Purchase Price: \$0.025

Total Shares: 12,839,506

Total Warrant Shares: 2,567,901

Address for Delivery of Warrants for Purchaser (if not same as address for notice):

Shares to be delivered by (check one and complete the required information in order to receive your shares):

- The Depository Trust Company Deposit Withdrawal Agent Commission System (DWAC) (*DWAC not available until after shares are registered*)

Name of Brokerage Firm or Agent Account Name
To Receive Shares

Account No.

DTC No.

Physical Stock Certificate

Address for Delivery of Stock Certificates for Purchaser (if not same as address for notice):

[Signature Page to Securities Purchase Agreement]

Exhibit A
Form of Common Stock Purchase Warrant

CASI Pharmaceuticals, Inc.

Warrant Shares: 2,567,901

Issue Date: _____, 2015

THIS COMMON STOCK PURCHASE WARRANT (the “**Warrant**”) certifies that, for value received, _____ (the “**Holder**”) is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after 91 days following the Issue Date (the “**Initial Exercise Date**”) and on or prior to the close of business on the third anniversary of the Initial Exercise Date (the “**Termination Date**”) but not thereafter, to subscribe for and purchase from CASI Pharmaceuticals, Inc., a Delaware corporation (the “**Company**”), up to 2,567,901 shares (subject to adjustments as provided below) (the “**Warrant Shares**”) of Common Stock.

Section 1. *Definitions.* Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Securities Purchase Agreement (the “**Purchase Agreement**”), dated September 20, 2015, among the Company and the purchaser signatory thereto.

Section 2. *Exercise.*

(a) *Exercise of Warrant.* Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of a notice of exercise substantially in the form annexed hereto (a “**Notice of Exercise**”); and, within three (3) Trading Days of the date said Notice of Exercise is delivered to the Company, the Company shall have received payment of the aggregate Exercise Price of the shares thereby purchased by wire transfer or cashier’s check drawn on a United States bank. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall each maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice. In the event of any dispute or discrepancy, the

records of the Holder shall be controlling and determinative in the absence of manifest error. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(b) *Exercise Price.* The exercise price per share of the Common Stock under this Warrant shall be \$1.69, subject to adjustment hereunder (the “**Exercise Price**”).

(c) *Cashless Exercise.* If at any time after the earlier of (i) the one year anniversary of the date of the Purchase Agreement and (ii) the completion of the then-applicable holding period required by Rule 144, or any successor provision then in effect, there is no effective Registration Statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a “cashless exercise” in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = the VWAP on the Trading Day immediately preceding the date on which Holder elects to exercise this Warrant by means of a “cashless exercise,” as set forth in the applicable Notice of Exercise;

(B) = the Exercise Price of this Warrant as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

“**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTC Bulletin Board is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the “Pink Sheets” published by Pink OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

(d) *Mechanics of Exercise.*

(i) *Delivery of Certificates Upon Exercise.* Shares purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's prime broker with the Depository Trust Company through its Deposit Withdrawal Agent Commission ("DWAC") system if the Company is then a participant in such system and there is an effective Registration Statement permitting the issuance of the Warrant Shares to the Holder, and otherwise by physical delivery of a certificate to the address specified by the Holder in the Notice of Exercise by the date that is three (3) Trading Days after the delivery to the Company of the Notice of Exercise (such date, the "**Warrant Share Delivery Date**"). The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 2(d)(v) prior to the issuance of such shares, having been paid. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), \$10 per Trading Day for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise.

(ii) *Delivery of New Warrants Upon Exercise.* If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to Holder a new Warrant evidencing the rights of Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii) *Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise.* In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "**Buy-In**"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for

which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

(iv) *No Fractional Shares or Scrip.* No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

(v) *Charges, Taxes and Expenses.* Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; *provided, however*, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by an assignment form substantially in the form attached hereto duly executed by the Holder (an "**Assignment Form**") and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

(vi) *Closing of Books.* The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

(e) *Holder's Exercise Limitations.* The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the

limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two (2) Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "**Beneficial Ownership Limitation**" shall be 4.99 % of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), *provided* that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. Notwithstanding anything herein to the contrary, if the Holder (together with the Holder's Affiliates, and any other Persons acting as a group

together with the Holder or any of the Holder's Affiliates) beneficially owned greater than 9.99% of the number of outstanding shares of the Common Stock on the Closing Date (as beneficial ownership is calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder), any limitation on the exercise of this Warrant imposed by this Section 2(e) shall be not applicable to the Holder (or any successors or assigns of this Warrant) and the Company shall effect any exercise of this Warrant and the Holder shall have the right to exercise any portion of this Warrant, pursuant to Sections 2(a), 2(b), 2(c), and 2(d), regardless of the amount of Common Stock that the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates) beneficially owns at any time during the term of this Warrant.

Section 3. *Certain Adjustments.*

(a) *Stock Dividends and Splits.* If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) *Calculations.* All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(c) *Notice to Holder.*

(i) *Adjustment to Exercise Price.* Whenever the Exercise Price is adjusted pursuant to this Section 3, the Company shall promptly mail to the Holder a notice setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(ii) *Notice to Allow Exercise by Holder.* If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, concurrently with any notice provided to holders of the Company's Common Stock or filed with the Commission, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; *provided* that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. *Transfer of Warrant.*

(a) *Transferability.* This Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with (i) a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer and (ii) any other documents or certificates reasonably requested by the Company to effect such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) *New Warrants.* This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issue date set forth on the first page of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) *Warrant Register.* The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “**Warrant Register**”), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 5. *Miscellaneous.*

(a) *No Rights as Stockholder Until Exercise.* This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2.

(b) *Loss, Theft, Destruction or Mutilation of Warrant.* The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(c) *Saturdays, Sundays, Holidays, etc.* If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) *Authorized Shares; Noncircumvention.*

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares

upon the exercise of the purchase rights under this Warrant. The Company will take all such action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable.

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use its reasonable best efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

(e) *Jurisdiction.* All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Purchase Agreement.

(f) *Nonwaiver and Expenses.* No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice Holder's rights, powers or remedies.

(g) *Notices.* Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

(h) *Remedies.* The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the

provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(i) *Successors and Assigns.* Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(j) *Amendment.* This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

(k) *Severability.* Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(l) *Headings.* The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

CASI PHARMACEUTICALS, INC.
EXHIBIT COPY

By: _____
Name: Ken K. Ren
Title: Chief Executive Officer

[Signature Page to Warrant]

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Notice of Exercise

TO: CASI PHARMACEUTICALS, INC.

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any. Payment shall take the form of (check applicable box) in lawful money of the United States, by wire transfer of immediately available funds or by check.

(2) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number or by physical delivery of a certificate to:

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

Assignment Form

(To assign the foregoing Warrant, execute
this form and supply required information.
Do not use this form to exercise the Warrant.)

FOR VALUE RECEIVED, [____] all of or [_____] shares of the foregoing Warrant and all rights evidenced thereby are
hereby assigned to

_____ whose address is

_____.

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____
