
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 3)

Can-Fite BioPharma Ltd.

(Name of Issuer)

Ordinary shares, par value NIS 0.25 per share
American depositary shares, each of which represents thirty (30) ordinary shares, par value NIS 0.25 per share

(Title of Class of Securities)

13471N201

(CUSIP Number)

Ori Zanco, Adv.
c/o Capital Point, Ltd.
One Azrieli Center, Tel Aviv,
Israel 6701101
+972-(3)-607-0322

with copies to:

Perry, Wildes, Adv.
Gross, Kleinhendler, Hodak, Halevy,
Greenberg, Shenhav & Co.
One Azrieli Center, Tel Aviv,
Israel 6701101
+972-(3)-607-4444

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

July 3, 2019

(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 Rules 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

1	NAME OF REPORTING PERSON. Capital Point Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
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 Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 12,844,020
	8	SHARED VOTING POWER -
	9	SOLE DISPOSITIVE POWER 12,844,020
	10	SHARED DISPOSITIVE POWER -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,844,020	
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); 12.88% (*)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(*) This percentage is based on an aggregate of 99,721,638 Ordinary Shares issued and outstanding on June 27, 2019, based on the number of outstanding Ordinary Shares reported in the Issuer's Amendment No. 2 to Form F-1 filed with the Securities and Exchange Commission on June 28, 2019 (the "Form F-1").

The Schedule 13D filed on May 30, 2019 (the “**Original Schedule 13D**”) by Capital Point Ltd. (“**Capital Point**”) related to American Depositary Shares, each of which represents thirty (30) ordinary shares, par value NIS 0.25 per share (the “**Ordinary Shares**”), of Can-Fite BioPharma Ltd. (the “**Issuer**”), as amended on June 6, 2019 and June 14, 2019, is hereby amended as set forth below by this Amendment No. 3.

Item 3 Source and Amount of Funds or Other Considerations

Item 3 of Schedule 13D is hereby amended and restated as follows:

On May 21, 2019, Capital Point purchased 293,961 ADSs (representing 8,818,830 Ordinary Shares) at a weighted average price of \$3.47 per ADS; on May 22, 2019, Capital Point purchased 30,000 ADSs (representing 900,000 Ordinary Shares) at a weighted average price of \$3.18 per ADS; and on May 28, 2019, Capital Point purchased 21,120 ADSs (representing 633,600 Ordinary Shares) at a weighted average price of \$2.99 per ADS.¹ The total amount of funds for such purchases was approximately \$1,178,593.

On May 29, 2019, Capital Point purchased 12,476 ADSs (representing 374,280 Ordinary Shares) at a weighted average price of \$2.74 per ADS; on May 30, 2019, Capital Point purchased 5,567 ADSs (representing 167,010 Ordinary Shares) at a weighted average price of \$2.91 per ADS; on May 31, 2019, Capital Point purchased 10,317 ADSs (representing 309,510 Ordinary Shares) at a weighted average price of \$3.07 per ADS; on June 3, 2019, Capital Point purchased 2,765 ADSs (representing 82,950 Ordinary Shares) at a weighted average price of \$2.99 per ADS; on June 4, 2019, Capital Point purchased 8,371 ADSs (representing 251,130 Ordinary Shares) at a weighted average price of \$3.02 per ADS; and on June 5, 2019, Capital Point purchased 14,457 ADSs (representing 433,710 Ordinary Shares) at a weighted average price of \$3.20 per ADS.² The total amount of funds for such purchases was approximately \$161,868.

On June 27, 2019, Capital Point purchased 29,100 ADSs (representing 873,000 Ordinary Shares) at a weighted average price of \$2.9711 per ADS.³ The total amount of funds for such purchases was approximately \$86,458.

Proceeds from the sale of other investments were used to purchase the Ordinary Shares as reported in the Original Schedule 13D and in Amendment No. 1 to Schedule 13D filed on June 6, 2019, and as described herein, and all such Ordinary Shares were acquired in ordinary brokerage transactions effected on the open market.

Item 4 Purpose of Transaction

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

On June 30, 2019, a hearing was held in the District Court of Tel Aviv. At the end of the hearing, the Court ruled that the Issuer must convene a special general meeting of shareholders, but the Court did not prohibit the Issuer from making changes in its capital structure prior to the record date of such meeting.

Following a motion by the Issuer to delay execution of the Court ruling for 15 days to permit the filing of an appeal with the Israeli Supreme Court, on July 3, 2019 the District Court of Tel Aviv ruled that the execution of the Court ruling be delayed for 10 days. In addition, the Court required that notice be provided to the Issuer’s shareholders should the Issuer raise additional capital during this period, and that Issuer’s shareholders be permitted to participate in such capital raising according to their percentage holdings of the Issuer’s shares.

¹ On May 21, 2019, prices ranged from \$3.15 to \$3.55 per ADS; on May 22, 2019, prices ranged from \$3.1 to \$3.37 per ADS; and on May 28, 2019, prices ranged from \$2.86 to \$3.07 per ADS. Capital Point undertakes to provide, upon the request of the Staff of the SEC, full information regarding the number of shares purchased at each separate price.

² On May 29, 2019, prices ranged from \$2.705 to \$2.78 per ADS; on May 30, 2019, prices ranged from \$2.85 to \$2.98 per ADS; on May 31, 2019, prices ranged from \$2.98 to \$3.15 per ADS; on June 3, 2019, prices ranged from \$2.95 to \$3.02 per ADS; on June 4, 2019, prices ranged from \$2.95 to \$3.08 per ADS; and on June 5, 2019, prices ranged from \$3.07 to \$3.3 per ADS. Capital Point undertakes to provide, upon the request of the Staff of the SEC, full information regarding the number of shares purchased at each separate price.

³ On June 27, 2019, prices ranged from \$2.9 to \$3 per ADS. Capital Point undertakes to provide, upon the request of the Staff of the SEC, full information regarding the number of shares purchased at each separate price.

On July 9, 2019, the Israeli Supreme Court issued a temporary injunction delaying execution of the June 30, 2019 decision of the District Court of Tel Aviv until a decision is made by the Supreme Court in the matter. Capital Point has 21 days to respond.

In a related lawsuit, on June 18, 2019, the Issuer filed a lawsuit against Capital Point in the Central District Court of Lod alleging that Capital Point engaged in improper conduct in its attempt to exert control over the Issuer by, among other claims, unlawfully requesting that the Issuer convene a special general meeting of shareholders to replace certain of its directors, and seeking damages of NIS 40 million (approximately \$11.1 million). Capital Point intends to vigorously defend itself in this matter.

During the course of the litigation described above, Capital Point sent additional letters to the Issuer on June 20, 2019, June 30, 2019 and July 1, 2019 (the "Letters"). Among other provisions, the Letters (i) reiterate Capital Point's demand that until a special meeting has been convened as requested the Issuer refrain from any action which could affect the Issuer's capital structure, whether as a result of either raising capital or engaging in a transaction with assets of the Issuer in which shares of the Issuer would be issued to a third party in consideration for such assets, (ii) notify the Issuer of Capital Point's intention to participate in any future capital raising of any type or kind that the Issuer intends to conduct, and (iii) demand that Capital Point be notified by the Issuer in advance and as soon as possible of any capital raising to enable such participation.

A copy of each the Letters translated from Hebrew is filed herewith as Exhibits 99.2, 99.3 and 99.4, respectively, and incorporated herein by reference. The description of the Letters contained in this amended statement on Schedule 13D is qualified in its entirety by reference to Exhibits 99.2, 99.3 and 99.4 hereto.

Item 5 Interest in Securities of the Issuer

Item 5 of Schedule 13D is hereby amended and restated as follows:

The percentages below are based on an aggregate of 99,721,638 Ordinary Shares issued and outstanding on June 27, 2019, based on the number of outstanding Ordinary Shares reported in the Form F-1.

(a), (b) As of the date hereof, Capital Point beneficially owns, and has voting and dispositive power over, 12,844,020 Ordinary Shares representing approximately 12.88% of the Ordinary Shares outstanding. Information provided to Capital Point indicates that the persons named in Annex A to the Original Schedule 13D do not beneficially own any Ordinary Shares.

(c) Neither Capital Point, nor to the best of knowledge of Capital Point, any of the persons named in Annex A to the Original Schedule 13D, have effected any transactions in the Ordinary Shares in the past 60 days, except as set forth herein and in the Original Schedule 13D.

(d) Not applicable.

(e) Not applicable.

Item 7 Materials to Be Filed as Exhibits

Item 7 of Schedule 13D is hereby amended and restated as follows:

Exhibit	Description
24.1	Approval of Signatory Rights of Capital Point, dated September 9, 2018 (incorporated by reference to Exhibit 24.1 to Amendment No. 1 to Schedule 13D filed on June 6, 2019).
99.1	Letter to Issuer, dated May 23, 2019 (incorporated by reference to Exhibit 99.1 to the Original Schedule 13D).
99.2	Letter to Issuer, dated June 20, 2019.
99.3	Letter to Issuer, dated June 30, 2019.
99.4	Letter to Issuer, dated July 1, 2019.

SIGNATURE

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

Date: July 10, 2019

CAPITAL POINT LTD.

/s/ Shay Itshak Lior

By: Shay Itshak Lior

Title: co-Chief Executive Officer

/s/ Yossi Tamar

By: Yossi Tamar

Title: co-Chief Executive Officer



[Unofficial Translation]

June 20, 2019

To
Dr. Ilan Cohn, Chairman of the Board of Directors
Dr. Pnina Fishman, Director and CEO
Mr. Guy Regev, Director
Dr. Abraham Sartani
Mr. Israel Shamay, External Director
Mr. Yaacov Goldman, External Director
Canfite BioPharma Ltd.
Represented by Counsel, Mr. Itzhak Aviram, Adv.
7 Masada Street
Bnei Brak

via Fax No. 03-7522095
Without Prejudice

Dear Sir/Madam,

Re: Can-Fite BioPharma Ltd. - Capital Point Ltd. Company

On behalf of our Client, Capital Point Ltd., and further to previous correspondence between the parties, we hereby address you as follows:

Our Client's Demand to Summon a General Meeting

1. Our Client dismisses all of the allegations of Can-Fite BioPharma Ltd. (hereinafter: the **'Company'**) in its letter of 11.6.2019.
2. The Company's decision to refuse to meet our Client's demand to summon a meeting of the Company's shareholders conflicts with the law and constitutes a blatant violation of the provisions in the Companies Law, 5759 - 1999 (hereinafter: the **"Companies Law"**) and of the Company's Articles.
3. In light of this decision, our Client was left with no choice but to address the legal instances to exhaust its rights pursuant to the law, and indeed, as you are most certainly aware, in the evening of 13.6.2019 our Client filed an urgent motion relating to this matter (O.S. 29872-06-19) (hereinafter: the **"Motion"**).
4. As you are most certainly aware, in accordance with the provisions in Section 65 to the Companies Law, 5759 - 2999, if the court instructs that a shareholders meeting be convened in accordance with the Motion, the members of the Company's Board of Directors will be required to personally bear the costs to be adjudicated by the Court in our Client's favor. Indeed, also within the framework of the Motion, our Client insisted on this obligation by the members of the Board of Directors.
5. Without derogating from the provisions above, and to ensure that our Client's rights are not prejudiced, you are required to avoid invoking any action which may affect the Company's capital structure and this until the general meeting's resolution pertaining to appointing directors as stated in our letter dated 23.5.19.
6. It is hereby explicitly clarified that should you fail to act as required in Section 5 above, our Client will hold you personally liable for any damage and/or loss the Company and/or its shareholders sustains resulting from such actions.

The Unfounded and Erroneous Allegations the Company Raised Against Our Client

7. Recently the Company contacted the Securities Authority with regard to defects which *prima facie* befell our Client's public reports regarding the Company (hereinafter: the "**Address to the Securities Authority**"), and later even filed an unfounded and exaggerated pecuniary claim against our Client (and against the officers and shareholders in our Client) with the District Court in the Central District for a sum of no less than NIS 40,000,000 (C.C. 40194-06-19) (hereinafter: the "**Pecuniary Claim**").
8. It is currently clarified that no shortcoming befell our Client's conduct (nor the conduct of the officers and shareholders in our Client) and it acted in compliance with the law. For this reason (and for additional reasons) our Client wholly dismisses the Company's allegations in the Address to the Securities Authority and in the Pecuniary Claim.
9. Nonetheless, it is difficult to dismiss the impression that the only purpose of the aforementioned Address to the Securities Authority and of filing the Pecuniary Claim is an attempt to intimidate our Client so that it will back down from exhausting its rights, and all to camouflage the Company's weak allegations and to divert the discussion from your unlawful refusal to convene a meeting of shareholders of the Company meeting.
10. In this context, we hereby respectfully remind you that the Companies Law imposes upon you, as officers in the Company, a duty of care and a fiduciary duty toward the Company, and therefore you are bound to act in good faith in the Company's best interests and to promote its affairs also when they conflict with your own personal agendas. Not only this but Sections 53 and 54 to the Companies Law also impose upon the Company and the officers therein responsibility and liability in torts for any civil wrong committed by any of its organs.
11. Therefore, it is only fitting that you ensure that the Company acts in compliance with the law, and that you ensure to act in the Company's best interests, before you expend in vain the Company's monies on redundant legal proceedings and before you seek to question the actions of other companies or invoke false proceedings against them while raising erroneous allegations and making misrepresentations in relation to them.
12. The provisions in this letter do not derogate from and/or prejudice any right and/or allegation and/or relief available to our Client against the Company and/or against any one of you.

Sincerely and Respectfully,

/s/ Amir Avni
Amir Avni, Adv.



[Unofficial Translation]

June 30, 2019

To
Mr. Itzhak Aviram, Adv.
7 Masada Street
Bnei Brak

via Fax No. 03-7522095
Without Prejudice

Dear Sir,

Re: O.S. 40194-06-19 Capital Point Ltd. v. Can-Fite BioPharma Ltd.

On behalf of our Client, Capital Point Ltd. Company, we hereby address you as follows:

1. As you are aware, in the judgment that was rendered today in the above referenced case and in the presence of the parties, the Court dismissed the position of your Client, Can-Fite BioPharma Ltd. (hereinafter: the "**Company**"), and instructed that the relief our Client requested be granted, pursuant to which the Company must immediately convene a Special Meeting of its shareholders, whereby the termination of the term in office of all the Company's current members of the Board of Directors (except the external directors) and the appointment of directors as detailed in our Client's request of 23.5.2019 (hereinafter: the "**Judgment**") and the "**Special Meeting**") be on the agenda of the said meeting.
2. By doing so, the Court in practice determined that the Company's decision to refuse our Client's demand to summon a Special Meeting conflicts with the law and constitutes a blatant violation of the provisions in the Companies Law, 5759 - 1999 (hereinafter: the "**Companies Law**") and of the Company's Articles.
3. In light of the above, the Company's Board of Directors is required to summon, forthwith, a Special Meeting as stated above no later than within 35 days of today, and to instruct that the effective date to participate in the voting to be held at the Special Meeting is within 10 days of publishing the summons to said meeting.
4. Furthermore, and so that our Client's rights are not prejudiced, we reiterate our demand that the Company's Board of Directors refrain from taking any action which may affect the Company's capital structure, whether as a result of raising monies or as a result of a transaction with assets within the framework of which the Company will allot shares to a third party in consideration for assets it is to purchase, and this until the decision of the Special Meeting regarding the appointment of directors, and in particular since there is no justification for such an additional raising of capital, also in light of the declarations that were made on the Company's part at the hearing that was held today in the above referenced case.

5. Without derogating from the provisions above, and as stated in our letter of 23.5.2019, we hereby notify you that our Client intends to participate in any raising of capital of any type and kind which the Company intends on conducting.
6. Therefore, the Company is required to notify our Client - in advance and as soon as possible - of any such raising of capital and to allow our client to participate in said raising of capital and to extend the necessary financing to the Company, by such a manner that the holdings of our Client in the Company's shares is not prejudiced.
7. It is hereby explicitly clarified that should the Company's Board of Directors fail to act in accordance with the above, this will be considered a grave matter - contrary to the law and the Company's Articles - which is expected to cause the Company and our Client to sustain damages.
8. For the avoidance of doubt, it is hereby clarified that our Client will insist upon its rights by law, including **our Client viewing member of the Board of Directors as personally liable** for any damage and/or loss the Company and/or its shareholders sustain, including but not limited to our Client, resulting from such actions and/or omissions, including but not limited to in connection with a change in the Company's capital structure as a result of raising funds or as a result of a transaction with assets, within the framework of which the Company allots shares to a third party in consideration for assets it is to purchase, and including but not limited to in accordance with the provisions in Section 65(b) to the Companies Law explicitly determining that under circumstances that the Company's Board of Directors does not summon a Special Meeting as required, the directors responsible for not convening such a meeting must reimburse the Company of the expenses that are adjudicated against it.
9. The Members of the Company's Board of Directors are therefore required to uphold the provisions in the judgment *verbatim*, to instruct that the Special Meeting be convened as stated above immediately, and to uphold the provisions in our letter above.
10. The provisions in this letter do not derogate from and/or prejudice any right and/or allegation and/or relief available to our Client against the Company and/or against any of the members of the Company's Board of Directors.

Sincerely and Respectfully,

/s/ Amir Avni
Amir Avni, Adv.



[Unofficial Translation]

July 1, 2019

To
Mr. Itzhak Aviram, Adv.
7 Masada Street
Bnei Brak
via E-mail
and via Fax No. 03-7522095

To
Mr. Ronen Kantor, Adv.
7 Masada Street
Bnei Brak
via E-mail
via Fax No. 03-6127449

Without Prejudice

Dear Sir,

Re: O.S. 40194-06-19 Capital Point Ltd. v. Can-Fite BioPharma Ltd.
Reference: Our Letter from Last Night (30.6.2019) to Adv. Itzhak Aviram

On behalf of our Client, Capital Point Ltd., we hereby address you as follows:

1. As you are aware, in the judgment that was rendered last night in the above referenced case and in the presence of the parties, the Court dismissed the position of your Client, Can-Fite BioPharma Ltd. (hereinafter: the "**Company**"), and instructed that the relief our Client requested be granted, pursuant to which the Company must immediately convene a Special Meeting of its shareholders, whereby the termination of the term in office of all the Company's current members of the Board Of Directors (except the external directors) and the appointment of directors as detailed in our Client's request of 23.5.2019 (hereinafter: the "**Judgment**" and the "**Special Meeting**") be on the agenda of the said meeting.
2. Further thereto, last night our above-referenced letter was sent, which is attached again for your convenience.
3. Thus far, and contrary to its obligation, the Company has yet to publish a summons to the Special Meeting as stated above and has yet to report the judgment to the public.
4. The Company is therefore required to act forthwith in accordance with the judgement and to immediately issue a summons to a Special Meeting to be convened within 35 days, whereby the effective date to participate in the voting to be held at the Special Meeting is within 10 days of publishing the summons to said meeting.
5. As stated in our above referenced letter, and so that our Client's rights are not prejudiced, we reiterate our demand that the Company's Board of Directors refrain from taking any action which may affect the Company's capital structure, whether as a result of raising monies or as a result of a transaction with assets within the framework of which the Company will allot shares to a third party in consideration for assets it is to purchase, and this until the decision of the Special Meeting regarding the appointment of directors, and in particular since there is no justification for such an additional raising of capital, also in light of the declarations that were made on the Company's part at the hearing that was held today in the above referenced case.

6. Furthermore, as stated in our above referenced letter, without derogating from the provisions above, and as stated in our letter of 23.5.2019, we hereby notify you that our Client intends on participating in any raising of capital of any type and kind which the Company intends on conducting.
7. In this regard, we seek to clarify that our Client's demand in Section 6 above, is that the Company must notify our Client - in advance and as soon as possible - of any such raising of capital it is to execute, and to allow our Client to participate in said raising of capital and to extend the necessary financing to the Company, and this not only to maintain the holdings our Client has in the Company's shares without prejudice, but rather up to any amount the Company seeks to raise.
8. As stated in our above referenced letter, our Client will insist upon all of its rights by law, including **our Client viewing each member of the Board of Directors as personally liable** for any damage and/or loss the Company and/or its shareholders sustain, including but not limited to our Client, resulting from actions and/or omissions as detailed in our above referenced letter, including but not limited to in connection with a change in the Company's capital structure as a result of raising funds or as a result of a transaction with assets, within the framework of which the Company allots shares to a third party in consideration for assets it is to purchase, and including but not limited to in accordance with the provisions in Section 65(b) to the Companies Law explicitly determining that under circumstances that the Company's Board of Directors does not summon a Special Meeting as required, the directors responsible for not convening such a meeting must reimburse the Company of the expenses that are adjudicated against it.
9. The provisions in this letter do not derogate from and/or prejudice any right and/or allegation and/or relief available to our Client against the Company and/or against any member of the Company's Board of Directors.

Sincerely and Respectfully,

/s/ Amir Avni
Amir Avni, Adv.