
U.S. SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):
March 14, 2016

SUNSHINE BIOPHARMA, INC.
(Exact name of small business issuer as specified in its charter)

Colorado

(State or other jurisdiction
of incorporation)

000-52898

(Commission File Number)

20-5566275

(IRS Employer ID No.)

469 Jean-Talon West
3rd Floor
Montreal, Quebec, Canada H3N 1R4
(Address of principal executive offices)

(514) 764-9698
(Issuer's Telephone Number)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On March 14, 2016, we executed two Amendments (the “Amendments”) to agreements we had previously entered into with Advanomics Corporation, Montreal, Canada (“Advanomics”), to acquire all of the worldwide rights to various patents and patents pending to an anticancer drug known as “Adva-27a.” Previously, we had reported that effective December 28, 2015, we executed a Patent Purchase Agreement with Advanomics, pursuant to which we acquired all of the right, title and interest in and to all of the remaining worldwide rights to issued and pending patents under PCT/FR2007/000697 and PCT/CA2014/000029 (the “Patents”) for Adva-27a. In October 2015, we had reported that we had executed a patent purchase agreement through which we acquired all of the rights to the US Patent from Advanomics. The aforesaid October and December agreements are hereinafter jointly referred to as the “Purchase Agreements.”

The aggregate consideration specified in the Purchase Agreements created debt obligations to us of \$17,142,499, including annual and quarterly payments totaling \$640,000. It was believed that purchase of the Patents would facilitate our ability to obtain the funding necessary to complete the development and Food and Drug Administration (“FDA”) approval process for Adva-27a. However, we now believe that the burdensome financial obligations imposed by the terms of the Purchase Agreements were not conducive to obtaining such financing, to the mutual detriment of both ourselves and Advanomics. The Amendments amend the purchase price of the Patents, eliminate all cash payments obligations and replace the non-convertible notes totaling \$17,142,499 with convertible notes that will automatically convert into an aggregate of 321,305,415 shares of our Common Stock (representing approximately 59% of our issued and outstanding Common shares) once we successfully amend our Articles of Incorporation to increase our authorized capital of Common Stock to 3 billion.

The Amendments have an effective date of December 28, 2015, the date we signed the Purchase Agreement with Advanomics to acquire the worldwide patent rights to Adva-27a.

In addition to those arrangements we have previously disclosed, we are currently in discussions with several groups to provide us with the funding necessary to complete the development and FDA approval for Adva-27a. There are no assurances that we will be able to obtain this or any financing as a result of the adoption of the Amendments.

Certain members of our management, including Dr. Steve N. Shilaty, our President, CEO and a director and Camille Sebaaly, our Secretary and a director, hold similar positions with Advanomics. We believe that the terms of the Amendments are fair and reasonable and will result in a greater opportunity for Sunshine to obtain the funding necessary to complete the development and regulatory approval Adva-27a.

A copy of the Amendments, including the relevant Convertible Secured Promissory Notes, are attached to this report as exhibits.

Item 7.01 Regulation FD Disclosure

Our Press Release relating to the execution of the Amendments described above is attached as Exhibit 99.11 and is hereby incorporated.

Item 9.01 Financial Statements and Exhibits

(b) Exhibits. The following exhibits are included in this report:

<u>No.</u>	<u>Description</u>
10.10 Note.	Amendment No. 1 to Patent Purchase Agreement with Advanomics Corporation dated October 8, 2015, including Secured Convertible Promissory
10.11 Note	Amendment No. 1 to Patent Purchase Agreement with Advanomics Corporation dated December 28, 2015, including Secured Convertible Promissory
99.11	Press Release announcing the terms of the Amendments.

SIGNATURES

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

SUNSHINE BIOPHARMA, INC.

Dated: March 14, 2016

By: /s/

Dr. Steve N. Slilaty
Chief Executive Officer

**AMENDMENT NO. 1 TO
PATENT PURCHASE AGREEMENT**

By and Between

SUNSHINE BIOPHARMA, INC.

And

ADVANOMICS CORPORATION

Dated as of March 14, 2016

AMENDMENT NO. 1 TO PATENT PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO PATENT PURCHASE AGREEMENT (“*Amendment*”), dated as of March 14, 2016, *nun pro tunc* December 28, 2015 (the “*Effective Date*”), is made by and between Sunshine Biopharma, Inc., a Colorado corporation (“*Purchaser*”), and Advanomics Corporation, a Canadian corporation (“*Seller*”), (collectively referred to herein as the “*Parties*” and individually as “*Party*”), who hereby agree as follows.

WITNESSETH:

WHEREAS, Seller was previously the owner of US Patent Number 8,236,935 covering an anticancer drug known as “Adva-27a” in the United States (the “Assigned Patent”);

WHEREAS, the Parties hereto have previously entered into a patent purchase agreement dated October 8, 2015 (the “Purchase Agreement”) in which the Assigned Patent was transferred from the Seller to the Purchaser;

WHEREAS, the consideration specified in the Purchase Agreement created a debt obligation of \$4,320,000 and an annual payment of \$360,000;

WHEREAS, the Parties are affiliated with each other as a result of common management and similar voting control;

WHEREAS, through the sale of the Assigned Patents the Parties were attempting to facilitate the ability of Purchaser to obtain the funding necessary to complete the development and Food and Drug Administration approval process for Adva-27a, but the Parties now believe that because of the burdensome financial obligations imposed by the terms of the Purchase Agreement, Purchaser remains unsuccessful in its efforts to raise money to execute its Adva-27a drug development plan, to the detriment of the Parties;

WHEREAS, the Parties desire to amend Purchase Agreement and put into place a consideration arrangement that is equitable to both Parties and conducive to Purchaser obtaining the necessary funding to accomplish the Parties Adva-27a drug development objective as discussed herein; and

WHEREAS, the holders of a majority of the shareholders of the Seller have approved this Amendment.

NOW, THEREFORE, the Parties hereby agree to amend Purchase Agreement as follows:

ARTICLE II **PATENT SALE, TRANSFER AND ASSIGNMENT**

Section 2.2 of Purchase Agreement is hereby deleted and replaced by the following:

“Section 2.2 Purchase Price. (a) The purchase price to be paid by Purchaser to Seller for the Assigned Patent shall be \$155,940 (the “Purchase Price”), which is the Seller’s book value of the Assigned Patent as of the Effective Date plus a \$54,579 adjustment for the current currency difference. The Purchase Price plus the currency difference adjustment totaling \$210,519 shall be paid pursuant to the terms of that certain Secured Convertible Promissory Note (the “Note”), a copy of which is attached hereto and incorporated herein as if set forth as Exhibit A.

(b) Upon conversion of the Note the Seller shall take all action necessary to terminate the security interest previously granted to it in Purchase Agreement.

(c) Upon execution hereof, the Purchaser shall take all action necessary to increase its authorized capital to a minimum of 3 billion common shares in order to insure that it has sufficient authorized shares to allow for the conversion by the Seller.”

Section 2.4 of the Purchase Agreement is hereby replaced by the following:

"Section 2.4 Effective Date. This Amended Agreement shall be effective as of December 28, 2015."

The balance of the terms of the Agreement shall remain as stated.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SUNSHINE BIOPHARMA, INC.

By: s/ Dr. Abderrazzak Merzouki
Name: Dr. Abderrazzak Merzouki
Title: Chief Operating Officer

ADVANOMICS CORPORATION

By: s/ Camille Sebaaly
Name: Camille Sebaaly
Title: Director

SECURED CONVERTIBLE PROMISSORY NOTE

\$210,519.00

March 14, 2016
Montreal, Quebec, Canada

FOR VALUE RECEIVED, Sunshine Biopharma, Inc., a Colorado corporation (the "Company"), promises to pay to Advanomics Corporation, a Canadian corporation ("Holder"), or its assigns, the principal amount of this Note. Interest shall not accrue on this Note, except as provided herein.

The principal balance due hereunder shall convert into an aggregate of 80,968,965 shares of the Company's Common Stock (the "Shares") once the Company successfully amends its Articles of Incorporation to increase the number of authorized Common Shares to a minimum of Three Billion Shares (the "Amended Articles"), which the Company undertakes to complete within ninety (90) days from the date of this Note. In the event the Company fails to increase its capitalization as discussed above within the time parameters provided herein interest shall accrue on the unpaid principal amount at the rate of ten percent (10%) per annum and all principal and interest as accrued shall be due upon demand by Holder.

On or about October 8, 2015, the Company executed a Secured Promissory Note and related Security Agreement in favor of the Holder in the principal amount of \$4,320,000.00, which was secured by US Patent Number 8,236,935 assigned to the Company by the Holder. The aforesaid Note shall be deemed to be cancelled by the Holder and replaced by this Note upon execution hereof, but Holder shall retain the security interest until such time as this Note is converted as discussed herein. Upon conversion, the Holder shall take all action necessary to terminate its security interest.

The following is a statement of the rights of Holder and the conditions to which this Note is subject, and to which Holder, by the acceptance of this Note, agrees:

1. Payment. Payment of the Principal Sum shall be made by check payable to the Holder at the Holder's principal address set forth on the signature page hereof (or at such other place as the Holder hereof shall notify the Company in writing) or, if the Holder so specifies by written notice to the Company given not less than two Business Days prior to payment, by bank wire transfer, in immediately available funds, to the account so specified, in lawful money of the United States of America. The Company may not prepay this Note. "Business Day" shall mean any day other than Saturday, Sunday or any day upon which banks in the city of Denver, Colorado, are authorized or required to be closed.

Upon conversion, the Company shall take all action necessary to issue a certificate for the Shares.

2. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Note:

(a) *Failure to Pay.* If Company shall fail to pay, when due, the Principal Sum due and such payment shall not have been made within ten (10) days of Company's receipt of Holder's written notice to the Company of such failure to pay.

(b) *Failure to Issue Shares.* If Company shall fail to issue the Shares to Holder when this Note becomes convertible.

(c) *Voluntary Bankruptcy or Insolvency Proceedings.* If the Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its or any of its creditors, (iii) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (iv) take any action for the purpose of effecting any of the foregoing.

(d) *Involuntary Bankruptcy or Insolvency Proceedings.* If proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law or hereafter in effect shall be commenced, and an order for relief entered in such proceeding shall not be dismissed or discharged within thirty (30) days of the entry of such an order.

3. Conversion.

(a) Prior to amending its Articles of Incorporation to change its capitalization, in the event of (i) any reclassification (including, without limitation, a reclassification effected by means of an exchange or tender offer by the Company), (ii) any consolidation, merger or combination of the Company with another corporation as a result of which holders of Common Stock shall be entitled to receive securities or other property (including cash) with respect to or in exchange for Common Stock or (iii) any sale or conveyance of the property of the Company as, or substantially as, an entirety to any other corporation as a result of which holders of Common Stock shall be entitled to receive securities or other property (including cash) with respect to or in exchange for Common Stock, then the Company or the successor or purchasing corporation, as the case may be, shall enter into an Amended and Restated Note providing that this Note shall be convertible into the kind and amount of securities or other property (including cash) receivable upon such reclassification, change, consolidation, merger, combination, sale or conveyance which the Holder of this Note would have received if this Note had been converted immediately prior to such reclassification, change, consolidation, merger, combination, sale or conveyance. Such Amended and Restated Note shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for herein.

(b) Upon the filing of the Amended Articles with the Colorado Secretary of State, the Company shall forward written instructions to its transfer agent to issue one or more certificates representing the Shares to the Holder, with proper restrictive legend, if an available exemption from registration is not then available, in the name of Holder (or his nominee). This original Promissory Note to be converted shall be delivered to the Company by the Holder within three (3) business days thereafter, marked "Paid in Full".

(c) It shall be the Company's responsibility to take all necessary actions and to bear all such costs to issue the certificates for the Common Stock issuable upon conversion of the Promissory Note as provided herein. The Holder shall be treated as a shareholder of record on and after the Conversion Date.

4. Rights of Holder Upon Default. Upon the occurrence or existence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Holder may declare all outstanding obligations payable by Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holder may exercise any other right, power or remedy granted to it or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

5. Successors and Assigns. The rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

7. Notices. Any notice, request or other communication required or permitted hereunder shall be in accordance with this Note.

8. Governing Law. The descriptive headings of the several sections and paragraphs of this Note are inserted for convenience only and do not constitute a part of this Note. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of law provisions of the State of Colorado, or of any other state.

IN WITNESS WHEREOF, the Company has caused this Note to be issued as of the date first written above.

SUNSHINE BIOPHARMA, INC.

By: s/ Dr. Steve Slilaty
Dr. Steve Slilaty, Chief Executive Officer

Holder:

Advanomics Corporation
469 Jean-Talon West, 3rd Floor
Montreal, QC H3N 1R4
Canada

**AMENDMENT NO. 1 TO
PATENT PURCHASE AGREEMENT**

By and Between

SUNSHINE BIOPHARMA, INC.

And

ADVANOMICS CORPORATION

Dated as of March 14, 2016

AMENDMENT NO. 1 TO PATENT PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO PATENT PURCHASE AGREEMENT (“*Amendment*”), dated as of March 14, 2016, *nun pro tunc* December 28, 2015 (the “*Effective Date*”), is made by and between Sunshine Biopharma, Inc., a Colorado corporation (“*Purchaser*”), and Advanomics Corporation, a Canadian corporation (“*Seller*”), (collectively referred to herein as the “*Parties*” and individually as “*Party*”), who hereby agree as follows.

WITNESSETH:

WHEREAS, Seller was previously the owner of a number of patents and patent applications covering an anticancer drug known as “Adva-27a” which patent and patent applications are specified more fully in Exhibit A-1 and A-2 attached hereto and made a part hereof (the “*Assigned Patents*”);

WHEREAS, the Parties hereto have previously entered into a patent purchase agreement dated December 28, 2015 (the “*Purchase Agreement*”) in which the Assigned Patents were transferred from the Seller to the Purchaser;

WHEREAS, the consideration specified in the Purchase Agreement created a debt obligation of \$12,822,499 and a quarterly payment of \$280,000;

WHEREAS, the Parties are affiliated with each other as a result of common management and similar voting control;

WHEREAS, through the sale of the Assigned Patents the Parties were attempting to facilitate the ability of Purchaser to obtain the funding necessary to complete the development and Food and Drug Administration approval process for Adva-27a, but the Parties now believe that because of the burdensome financial obligations imposed by the terms of the Purchase Agreement, Purchaser remains unsuccessful in its efforts to raise money to execute its Adva-27a drug development plan, to the detriment of the Parties;

WHEREAS, the Parties desire to amend the Purchase Agreement and put into place a consideration arrangement that is equitable to both Parties and conducive to Purchaser obtaining the necessary funding to accomplish the Parties Adva-27a drug development objective as discussed herein; and

WHEREAS, the holders of a majority of the shareholders of the Seller have approved this Amendment.

NOW, THEREFORE, the Parties hereby agree to amend the Purchase Agreement as follows:

ARTICLE II
PATENT SALE, TRANSFER AND ASSIGNMENT

Section 2.2 of the Purchase Agreement is hereby deleted and replaced by the following:

“Section 2.2 Purchase Price. (a) The purchase price to be paid by Purchaser to Seller for the Assigned Patents shall be \$462,870 (the “Purchase Price”), which is the Seller’s book value of the Assigned Patents as of the Effective Date plus a \$162,005 adjustment for the current currency difference. The Purchase Price plus the currency difference adjustment totaling \$624,875, shall be paid pursuant to the terms of that certain Secured Convertible Promissory Note (the “Note”), a copy of which is attached hereto and incorporated herein as if set forth as Exhibit B-1.

(b) Upon conversion of the Note the Seller shall take all action necessary to terminate the security interest previously granted to it in the Purchase Agreement.

(c) Upon execution hereof, the Purchaser shall take all action necessary to increase its authorized capital to a minimum of 3 billion common shares in order to insure that it has sufficient authorized shares to allow for the conversion by the Seller.”

Section 2.4 of the Purchase Agreement is hereby deleted and replaced by the following:

"Section 2.4 Effective Date. This Amended Agreement shall be effective as of December 28, 2015."

The balance of the terms of the Agreement shall remain as stated.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SUNSHINE BIOPHARMA, INC.

By: s/ Dr. Abderrazzak Merzouki
Name: Dr. Abderrazzak Merzouki
Title: Chief Operating Officer

ADVANOMICS CORPORATION

By: s/ Camille Sebaaly
Name: Camille Sebaaly
Title: Director

Exhibit A-1

Patent Title: NOVEL GEM-DIFLUORINATED C-GLYCOSIDE COMPOUNDS DERIVED FROM PODOPHYLLOTOXIN, THEIR PREPARATION AND THEIR APPLICATIONS

Owner: Advanomics Corporation

Category: Small molecule

Disease Area: Oncology

Product Code: Adva-27a

Indications: Multidrug Resistant Cancer (Pancreatic Cancer, Small-Cell Lung Cancer, Breast Cancer, Uterine Cancer)

PCT Application: PCT/FR2007/000697

Priority Date: 25-Apr-2006

Countries Issued: Canada (CA2,650,384)
Europe (EP2,024,379) Validated in:
Belgium
France (FR0603766)
Germany
Italy
Luxembourg
Monaco
Spain
Switzerland
United Kingdom
India (IN264016)

Countries Pending: None

Exhibit A-2

Patent Title: NOVEL GEM-DIFLUORINATED C-GLYCOSIDE COMPOUNDS AS ANTI-CANCER AGENTS

Owner: Advanomics Corporation

Category: Small molecule

Disease Area: Oncology

Product Code: Adva-27a

Indications: Multidrug Resistant Cancer (Pancreatic Cancer, Small-Cell Lung Cancer, Breast Cancer, Uterine Cancer)

PCT Application: PCT/CA2014/000029

Priority Date: 14-Jan-2013

Countries Issued: None

Countries Pending: USA
Canada
Europe
India
China
Japan
Korea

SECURED CONVERTIBLE PROMISSORY NOTE

\$624,875.00

March 14, 2016
Montreal, Quebec, Canada

FOR VALUE RECEIVED, Sunshine Biopharma, Inc., a Colorado corporation (the "Company"), promises to pay to Advanomics Corporation, a Canadian corporation ("Holder"), or its assigns, the principal amount of this Note. Interest shall not accrue on this Note, except as provided herein.

The principal balance due hereunder shall convert into an aggregate of 240,336,451 shares of the Company's Common Stock (the "Shares") once the Company successfully amends its Articles of Incorporation to increase the number of authorized Common Shares to a minimum of Three Billion Shares (the "Amended Articles"), which the Company undertakes to complete within ninety (90) days from the date of this Note. In the event the Company fails to increase its capitalization as discussed above within the time parameters provided herein interest shall accrue on the unpaid principal amount at the rate of ten percent (10%) per annum and all principal and interest as accrued shall be due upon demand by Holder.

On or about December 28, 2015, the Company executed a Secured Promissory Note and related Security Agreement in favor of the Holder in the principal amount of \$12,822,499.00, which was secured by certain patents assigned to the Company by the Holder, which patents are issued and/or pending under PCT/FR2007/000697 and PCT/CA2014/000029. The aforesaid Note shall be deemed to be cancelled by the Holder and replaced by this Note upon execution hereof, but Holder shall retain the security interest until such time as this Note is converted as discussed herein. Upon conversion, the Holder shall take all action necessary to terminate its security interest.

The following is a statement of the rights of Holder and the conditions to which this Note is subject, and to which Holder, by the acceptance of this Note, agrees:

1. Payment. Payment of the Principal Sum shall be made by check payable to the Holder at the Holder's principal address set forth on the signature page hereof (or at such other place as the Holder hereof shall notify the Company in writing) or, if the Holder so specifies by written notice to the Company given not less than two Business Days prior to payment, by bank wire transfer, in immediately available funds, to the account so specified, in lawful money of the United States of America. The Company may not prepay this Note. "Business Day" shall mean any day other than Saturday, Sunday or any day upon which banks in the city of Denver, Colorado, are authorized or required to be closed.

Upon conversion, the Company shall take all action necessary to issue a certificate for the Shares.

2. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Note:

(a) *Failure to Pay.* If Company shall fail to pay, when due, the Principal Sum due and such payment shall not have been made within ten (10) days of Company's receipt of Holder's written notice to the Company of such failure to pay.

(b) *Failure to Issue Shares.* If Company shall fail to issue the Shares to Holder when this Note becomes convertible.

(c) *Voluntary Bankruptcy or Insolvency Proceedings.* If the Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its or any of its creditors, (iii) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (iv) take any action for the purpose of effecting any of the foregoing.

(d) *Involuntary Bankruptcy or Insolvency Proceedings.* If proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law or hereafter in effect shall be commenced, and an order for relief entered in such proceeding shall not be dismissed or discharged within thirty (30) days of the entry of such an order.

3. Conversion.

(a) Prior to amending its Articles of Incorporation to change its capitalization, in the event of (i) any reclassification (including, without limitation, a reclassification effected by means of an exchange or tender offer by the Company), (ii) any consolidation, merger or combination of the Company with another corporation as a result of which holders of Common Stock shall be entitled to receive securities or other property (including cash) with respect to or in exchange for Common Stock or (iii) any sale or conveyance of the property of the Company as, or substantially as, an entirety to any other corporation as a result of which holders of Common Stock shall be entitled to receive securities or other property (including cash) with respect to or in exchange for Common Stock, then the Company or the successor or purchasing corporation, as the case may be, shall enter into an Amended and Restated Note providing that this Note shall be convertible into the kind and amount of securities or other property (including cash) receivable upon such reclassification, change, consolidation, merger, combination, sale or conveyance which the Holder of this Note would have received if this Note had been converted immediately prior to such reclassification, change, consolidation, merger, combination, sale or conveyance. Such Amended and Restated Note shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for herein.

(b) Upon the filing of the Amended Articles with the Colorado Secretary of State, the Company shall forward written instructions to its transfer agent to issue one or more certificates representing the Shares to the Holder, with proper restrictive legend, if an available exemption from registration is not then available, in the name of Holder. This original Promissory Note to be converted shall be delivered to the Company by the Holder within three (3) business days thereafter, marked "Paid in Full".

(c) It shall be the Company's responsibility to take all necessary actions and to bear all such costs to issue the certificates for the Common Stock issuable upon conversion of the Promissory Note as provided herein. The Holder shall be treated as a shareholder of record on and after the Conversion Date.

4. Rights of Holder Upon Default. Upon the occurrence or existence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Holder may declare all outstanding obligations payable by Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holder may exercise any other right, power or remedy granted to it or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

5. Successors and Assigns. The rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and the Holder.

7. Notices. Any notice, request or other communication required or permitted hereunder shall be in accordance with this Note.

8. Governing Law. The descriptive headings of the several sections and paragraphs of this Note are inserted for convenience only and do not constitute a part of this Note. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of law provisions of the State of Colorado, or of any other state.

IN WITNESS WHEREOF, the Company has caused this Note to be issued as of the date first written above.

SUNSHINE BIOPHARMA, INC.

By: s/ Dr. Steve Slilaty
Steve Slilaty, Chief Executive Officer

Holder:

Advanomics Corporation
469 Jean-Talon West, 3rd Floor
Montreal, QC H3N 1R4
Canada



For Immediate Release
March 15, 2016

SUNSHINE BIOPHARMA ELIMINATES THE DEBT OBLIGATIONS ASSOCIATED WITH THE RECENTLY ACQUIRED PATENTS FOR IT'S Adva-27a ANTICANCER COMPOUND

Montreal, Quebec -- (MARKETWIRE) -- Sunshine Biopharma Inc. (OTCQB: SBFM), a pharmaceutical company focused on the research, development and commercialization of drugs for the treatment of various forms of cancer, announced today that it has executed amendments to the patent purchase agreements through which it had acquired all of the worldwide patents and rights to its Adva-27a anticancer compound. The original patent purchase agreements had debt obligations of \$17,142,499, including annual and quarterly payments totaling \$640,000. The executed amendments reduce the purchase price of the patents, eliminate all cash payments obligations and replace the non-convertible notes totaling \$17,142,499 with convertible notes that will automatically convert into an aggregate of 321,305,415 shares of Common Stock upon the Company increasing its authorized capital such that these Common shares can be issued.

About Adva-27a

Adva-27a is Sunshine Biopharma's lead anticancer compound, a Topoisomerase II inhibitor, small molecule that has recently been shown to be effective at killing Multidrug Resistant Breast Cancer cells, Pancreatic Cancer cells, Small-Cell Lung Cancer cells and Uterine Sarcoma cells (Published in ANTICANCER RESEARCH, Volume 32, Pages 4423-4432, October 2012). Sunshine Biopharma is direct owner of all issued and pending worldwide patents pertaining to Adva-27a including U.S. Patent Number 8,236,935. Adva-27a is currently in the IND-Enabling stage of development. The Company is planning Phase I clinical trials of Adva-27a for Pancreatic Cancer and in parallel Multidrug Resistant Breast Cancer to be conducted at McGill University's Jewish General Hospital in Montreal (Canada).

Safe Harbor Forward-Looking Statements

To the extent that statements in this press release are not strictly historical, including statements as to revenue projections, business strategy, outlook, objectives, future milestones, plans, intentions, goals, future financial conditions, future collaboration agreements, the success of the Company's development, events conditioned on stockholder or other approval, or otherwise as to future events, such statements are forward-looking, and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. The forward-looking statements contained in this release are subject to certain risks and uncertainties that could cause actual results to differ materially from the statements made.

For Additional Information:

Sunshine Biopharma Inc.
Camille Sebaaly, CFO
Tel.: 514-814-0464
camille.sebaaly@sunshinebiopharma.com
