
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):
September 14, 2020

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.)

6500 Trans-Canada Highway
4th Floor
Pointe-Claire, Quebec, Canada H9R 0A5
(Address of principal executive offices)

514) 426-6161
(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On September 8, 2020, we executed a Financing Agreement with RB Capital Partners, Inc., La Jolla, CA, who has agreed to provide us with a minimum of \$2 million in convertible debt financing over the next three to six months pursuant to the terms and conditions included in relevant Promissory Notes (the "Promissory Notes"). On September 14, 2020, we received notice of the initial \$250,000 funding under this agreement.

The Promissory Notes will bear interest at the rate of 5% per annum and will be fully convertible into shares of our Common Stock at a conversion price equal to the market value of our Common Stock on the applicable conversion date or \$0.30 per share, whichever is greater. The Promissory Notes will have a maturity date of two years from the date of issuance and must be fully converted on or before the maturity date. We have the right under these Promissory Notes to pay off all or any part of the Promissory Notes at any time without penalty.

We intend to use the proceeds for development of our recently announced Coronavirus treatment on a priority basis and the clinical development of Adva-27a, our flagship anticancer compound targeted for pancreatic cancer.

Item 7.01 Regulation FD Disclosure

Attached is a copy of a press release being issued by us relating to the agreement with RB Capital Partners, Inc., a copy of which is attached as Exhibit 99.1 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>
10.15	Financing Agreement with RB Capital Partners, Inc.
99.1	Press Release announcing the Financing Agreement

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.
(Registrant)

Dated: September 15, 2020

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

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Agreement") made as of this 8th day of September 2020 by and between **Sunshine Biopharma, Inc.**, a Colorado corporation, having offices at 6500 Trans-Canada Highway, 4th Floor, Pointe-Claire, Quebec, Canada H9R 0A5 (hereinafter referred to as "SBFM") and **RB Capital Partners, Inc.**, having offices at 2856 Torrey Pines Road, La Jolla, CA 92037 (hereinafter referred to as "RBCAP"); SBFM and RBCAP are referred to individually as "Party" or collectively as "Parties"

WHEREAS SBFM (OTC Markets: SBFM) is a pharmaceutical company focused on the research, development and commercialization of oncology and antiviral drugs (the "Projects");

WHEREAS SBFM is seeking financing for the Projects;

WHEREAS RBCAP is interested in financing the Projects and has agreed to provide SBFM with a minimum of \$2,000,000 in convertible debt financing over the next three to six month period (the "Funding");

WHEREAS RBCAP has purchased a promissory note issued by SBFM on December 31, 2019, having a face value principal amount of \$122,253 and an interest rate of 12% per annum (the "Purchased Note");

WHEREAS in consideration for providing the Funding to SBFM, RBCAP desires the Purchased Note to be rendered convertible at a conversion price of \$0.001 per share;

NOW THEREFORE, the Parties agree as follows:

1. RBCAP hereby commits and agrees to provide the Funding to SBFM in the form of monthly wire transfers ranging in amounts ranging between \$250,000 to \$1,000,000 beginning on or about September 18, 2020. In exchange, SBFM shall issue to RBCAP convertible promissory notes (the "Convertible Notes") each having a principal amount face value between \$250,000 and \$1,000,000, bearing interest at 5% per annum and fully convertible into shares of SBFM Common Stock at a conversion price per share equal to the VWAP for the prior 30 trading days or \$0.30, whichever is greater. Each of the Convertible Notes shall have a maturity date of two years from the date of issuance and must be fully converted on or before the maturity date. SBFM reserves the right to pay off any part or all of the Notes at any time without penalty.
2. In consideration of RBCAP providing the Funding to SBFM, SBFM hereby agrees to amend the Purchased Note and render the same convertible into shares of SBFM Common Stock at a conversion price of \$0.001 per share.
3. This Agreement shall supersede any and all other contracts or agreements (including verbal communications) between the Parties.
4. Each Party hereby agrees to keep this Agreement and all information furnished hereunder strictly confidential, and no Party may disclose the terms of this Agreement or any of the information disclosed in connection with this Agreement (which is not publicly available) to any third party, except that any one of the Parties may disclose any of the information provided to it by the other Parties in connection with this Agreement to (i) persons that SBFM deems to be necessary to effectuate the transactions contemplated under this Agreement, (ii) any regulatory, legal or judicial body, or (iii) any litigation involving this Agreement. None of the Parties shall disclose to any third party any information pertaining to this Agreement except as permitted under (i), (ii) or (iii) in this Section 4, or as may be required for SBFM as a publicly traded company after receipt of the first tranche of the Funding. No Party shall make use of the information supplied in connection herewith for any purpose other than those relating to the transactions contemplated herein.



5. The laws of the State of Colorado (USA) shall govern the validity, enforcement and interpretation of this Agreement.

6. Any notice pursuant to this Agreement shall be given by email as follows:

- If to RBCAP: brett.rosen325@gmail.com
- If to SBFM: info@sunshinebiopharma.com

7. This Agreement contains the entire agreement between the Parties and supersedes all previous agreements, either oral or written, between the Parties. This Agreement cannot be modified or amended except by a written instrument signed by all Parties.

IN WITNESS WHEREOF, the Parties have respectively executed this Agreement as of the date first above written.

For SBFM



Mr. Camille Sebaaly, CFO

For RBCAP



Mr. Brett Rosen, Managing Partner



**For Immediate Release
September 15, 2020**

**SUNSHINE BIOPHARMA SECURES \$2,000,000 + FINANCING
FOR CORONAVIRUS TREATMENT**

Montreal, Quebec, Canada -- (ACCESSWIRE) -- Sunshine Biopharma Inc. (OTC Markets: "SBFM"), a pharmaceutical company focused on the research, development and commercialization of oncology and antiviral drugs, today announced that it has received the first tranche of \$250,000 as part of a committed minimum financing of \$2 Million with RB Capital Partners Inc. ("RB Capital"). Pursuant to the financing agreement entered into as of September 8, 2020, RB Capital has agreed to provide funding to the Company in the form of convertible promissory notes (the "Promissory Notes"). The Promissory Notes will bear interest at the rate of 5% per annum and will be fully convertible into shares of the Company's Common Stock at a conversion price equal to the market value of the Company's Common Stock on the applicable conversion date or \$0.30 per share, whichever is greater. The Promissory Notes will have a maturity date of two years from the date of issuance and must be fully converted on or before the maturity date. Sunshine reserves the right to pay off any part or all of the Promissory Notes at any time without penalty. The minimum amount of funding that RB Capital has agreed to provide to the Company under these terms is \$2,000,000, payable over the next three to six month period.

The proceeds will be used for development of the Company's recently announced Coronavirus treatment on a priority basis and the clinical development of Adva-27a, the Company's flagship anticancer compound targeted for pancreatic cancer.

Sunshine Biopharma's CFO, Camille Sebaaly stated, "We are extremely pleased to have forged a relationship with RB Capital and believe that this is the beginning of a successful funding partnership. We are now well positioned to continue with the development of our life saving treatments with a funding partner alongside of us who sees the long-term vision of the Company."

About Sunshine Biopharma's Coronavirus Treatment

Severe Acute Respiratory Syndrome-Coronavirus-2 (SARS-CoV-2) is the causative agent of COVID-19, the current ongoing pandemic that has claimed the lives of over 920,000 people worldwide since it first appeared in December 2019. There are currently no drugs that can effectively arrest replication of the virus in people who have contracted the illness. On May 22, 2020, Sunshine Biopharma filed a provisional patent application for several molecules which were designed by computer-aided modeling to inhibit the Coronavirus proteases, thus shutting down the ability of the virus to multiply. More recently, Sunshine Biopharma announced that it has completed the synthesis of four such molecules and is currently testing their inhibitory activity on SARS-Cov-2 proteases in order to identify a lead compound for further development as a specific drug for treatment of COVID-19.

About Sunshine Biopharma's Adva-27a Anticancer Compound

In addition, to working on the development of a treatment for COVID-19, Sunshine Biopharma is engaged in the development Adva-27a, a unique anticancer compound. Tests conducted to date have demonstrated the effectiveness of Adva-27a at destroying Multidrug Resistant Cancer Cells, including Pancreatic Cancer cells, Small-Cell Lung Cancer cells, Breast Cancer cells, and Uterine Sarcoma cells. Clinical trials for Pancreatic Cancer indication are planned to be conducted at McGill University's Jewish General Hospital in Montreal, Canada. Sunshine Biopharma is owner of all patents and intellectual property pertaining to Adva-27a.

Safe Harbor Forward-Looking Statements

This press release may contain forward looking statements which are based on current expectations, forecasts, and assumptions that involve risks as well as uncertainties that could cause actual outcomes and results to differ materially from those anticipated or expected, including statements related to the amount and timing of expected revenues statements related to our financial performance, expected income, distributions, and future growth for upcoming quarterly and annual periods. These risks and uncertainties are further defined in filings and reports by the Company with the U.S. Securities and Exchange Commission (SEC). Actual results and the timing of certain events could differ materially from those projected in or contemplated by the forward-looking statements due to a number of factors detailed from time to time in our filings with the SEC. Among other matters, the Company may not be able to sustain growth or achieve profitability based upon many factors including but not limited to general stock market conditions. Reference is hereby made to cautionary statements set forth in the Company's most recent SEC filings. We have incurred and will continue to incur significant expenses in our expansion of our existing as well as new service lines noting there is no assurance that we will generate enough revenues to offset those costs in both the near and long term. Additional service offerings may expose us to additional legal and regulatory costs and unknown exposure(s) based upon the various geopolitical locations we will be providing services in, the impact of which cannot be predicted at this time.

For Additional Information Contact:

Camille Sebaaly, CFO

Sunshine Biopharma Inc.

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