

UNITED STATES
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): **February 11, 2024**

SUNSHINE BIOPHARMA, INC.
(Exact name of registrant as specified in its charter)

Colorado
(State or other jurisdiction
of incorporation)

001-41282
(Commission File Number)

20-5566275
(IRS Employer ID No.)

1177 Avenue of the Americas
5th Floor
New York, NY 10036
(Address of principal executive offices) (zip code)

(332) 216-1147
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$0.001	SBFM	The Nasdaq Stock Market LLC
Common Stock Purchase Warrants	SBFMW	The Nasdaq Stock Market LLC

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 February 11, 2024, Sunshine Biopharma, Inc. (the “Company”) entered into a securities purchase agreement (the “May 2023 Warrant Purchase Agreement”) with the holder of the warrants, dated May 16, 2023 (the “May 2023 Warrants”) to purchase 11,904,762 shares of common stock of the Company. Pursuant to the May 2023 Warrant Purchase Agreement, the Company bought back the May 2023 Warrants from the holder for an aggregate purchase price of \$2,361,596. Upon the closing of the May 2023 Warrant Purchase Agreement, which occurred on February 12, 2024, the Company paid the purchase price to the holder, and the May 2023 Warrants were deemed cancelled and terminated in all respects. In addition, the holder waived the prohibition against variable rate transactions under the securities purchase agreement, dated May 12, 2023, between the Company and the holder.

On February 11, 2024, the Company entered into securities purchase agreements (the “April 2022 Warrant Purchase Agreements”) with the holders of warrants, dated April 28, 2022 (the “April 2022 Warrants”) to purchase an aggregate of 9,725,690 shares of common stock of the Company. Pursuant to the April 2022 Warrant Purchase Agreements, the Company bought back from the holders the April 2022 Warrants for a purchase price of \$0.08 per April 2022 Warrant, for an aggregate purchase price of \$778,055. Upon the closing of the April 2022 Warrant Purchase Agreements, which occurred on February 12, 2024, the Company paid the purchase price to the holders, and the April 2022 Warrants were deemed cancelled and terminated in all respects.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [May 2023 Warrant Purchase Agreement](#)
- 10.2 [Form of April 2022 Warrant Purchase Agreement](#)
- 104 Cover Page Interactive Data File (formatted in iXBRL)

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.

Dated: February 12, 2024

SUNSHINE BIOPHARMA, INC.

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

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this “Agreement”) dated this 11th day of February, 2024, by and between Armistice Capital Master Fund Ltd. (the “Seller”) and Sunshine Biopharma, Inc. (the “Company”).

WITNESSETH:

WHEREAS, the Seller is the holder of warrants (the “May 2023 Warrants”) to purchase 11,904,762 shares of common stock of the Company, dated May 16, 2023;

WHEREAS, the Company and the Seller desire to have the Seller sell the May 2023 Warrants for an aggregate purchase price of \$2,361,596.00, as more particularly set forth below;

WHEREFORE, the parties do hereby agree as follows:

1. Upon closing of this Agreement, which will occur substantially simultaneously with execution of this Agreement (the “Closing”), the Seller shall sell the May 2023 Warrants to the Company for the aggregate purchase price of \$2,361,596.00 (the “Purchase Price”). Without limiting the generality of the foregoing, upon the Closing, the Company shall pay the Purchase Price to the Seller by wire transfer of immediately available funds, and the May 2023 Warrants will be deemed cancelled and terminated in all respects (including, without limitation, Section 5 thereof).
2. Seller hereby permanently waives Section 4.11(b) of the securities purchase agreement, dated May 12, 2023, between the Company and the Seller.
3. Seller represents and warrants to the Company that Seller is the record and beneficial holder of the May 2023 Warrants and owns the May 2023 Warrants free and clear of all liens.
4. This Agreement constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof.
5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. Seller and the Company hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the County of New York over any dispute relating to this Agreement and Seller and the Company each hereby irrevocably agree that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts.
6. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same Agreement. A signature delivered by facsimile shall constitute an original.

[Signature Page Follows]

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

Seller:

Armistice Capital Master Fund Ltd.

By: /s/ Steven Boyd

Name: Steven Boyd

Title: CIO of Armistice Capital, LLC, the Investment Manager

Company:

Sunshine Biopharma, Inc.

By: /s/ Dr. Steve Slilaty

Name: Dr. Steve Slilaty

Title: Chief Executive Officer

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") dated this 11th day of February, 2024, by and between _____ (the "Seller") and Sunshine Biopharma, Inc. (the "Company").

WITNESSETH:

WHEREAS, the Seller is the holder of warrants (the "April 2022 Warrants") to purchase _____ shares of common stock of the Company, dated April 28, 2022;

WHEREAS, the Company and the Seller desire to have the Seller sell the April 2022 Warrants to the Company for a purchase price of \$0.08 per April 2022 Warrant, for an aggregate purchase price of \$ _____, as more particularly set forth below;

WHEREFORE, the parties do hereby agree as follows:

1. Upon closing of this Agreement, which will occur substantially simultaneously with execution of this Agreement (the "Closing"), the Seller shall sell the April 2022 Warrants to the Company for the aggregate purchase price of \$ _____ (the "Purchase Price"). Without limiting the generality of the foregoing, upon the Closing, the Company shall pay the Purchase Price to the Seller by wire transfer of immediately available funds, and the April 2022 Warrants will be deemed cancelled and terminated in all respects.
2. Seller represents and warrants to the Company that Seller is the record and beneficial holder of the April 2022 Warrants and owns the April 2022 Warrants free and clear of all liens.
3. This Agreement constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof.
4. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. Seller and the Company hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the County of New York over any dispute relating to this Agreement and Seller and the Company each hereby irrevocably agree that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts.
5. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same Agreement. A signature delivered by facsimile shall constitute an original.

[Signature Page Follows]

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

Seller

Company

Sunshine Biopharma, Inc.

By: _____

Name:

Title: