

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 20, 2019



AXIM BIOTECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation)

000-54296

(Commission File Number)

27-4092986

(I.R.S. Employer Identification No.)

45 Rockerfeller Place, 20th Floor, Suite 83
New York, New York

(Address of principal executive offices)

10111

(Zip Code)

(212) 751-000

(Registrant's telephone number, including area code)

(Former name if changed since last report)

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 5.01 Changes in Control of Registrant

On February 20, 2019, MJNA Investment Holdings LLC ("Seller") sold its 500,000 shares of AXIM Biotechnologies, Inc.'s, a Nevada corporation (the "Company") Series C Preferred Stock to Juniper & Ivy Corporation, a Nevada corporation ("Purchaser") for a purchase price of \$500,000 (the "Purchase Price") pursuant to a Preferred Stock Purchase Agreement (the "Purchase Agreement"). Payment of the Purchase Price was made as follows (i) a \$65,000 payment made by check payable to Seller, which Purchaser borrowed from an unrelated third-party and which has no recourse against the Series C Preferred Stock or assets of Purchaser (the "Loan"), and (ii) the issuance by Purchaser to Seller of a promissory note, face value, \$435,000, which has no recourse against the Series C Preferred Stock or assets of Purchaser (the "Note"). The Company's Chief Executive Officer John W. Huemoeller II is the President of Purchaser. Mr. Huemoeller provided a personal guaranty for the Loan and the Note.

The holders of the Series C Preferred Stock are entitled to elect four members to the Company's Board of Directors and are entitled to cast 100 votes per share on all other matters presented to the shareholders for a vote. As a result of this transaction, a change in control has occurred.

The foregoing description of the Purchase Agreement and the transaction contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Preferred Stock Purchase Agreement, dated February 20, 2019.

SIGNATURES

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

AXIM BIOTECHNOLOGIES, INC.

Dated: February 26, 2019

By: */s/ John W. Huemoeller II*

Name: John W. Huemoeller II
Chief Executive Officer

PREFERRED STOCK PURCHASE AGREEMENT

This Preferred Stock Purchase Agreement (the "Agreement") is entered into as of February 20, 2019 (the "Effective Date") by and between MJNA Investment Holdings, LLC, a Nevada limited liability company ("Seller"), and Juniper & Ivy Corporation, a Nevada corporation ("Purchaser"), with reference to the following facts:

RECITALS

A. Seller desires to sell 500,000 shares of Series C Convertible Preferred Stock (the "Series A Preferred Stock") issued to it by Axim Biotechnologies, Inc. ("AXIM") to Purchaser, and Purchaser desires to acquire the 500,000 shares of AXIM Series A Preferred Stock from Seller.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Representations and Warranties. Purchaser is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

2. Purchase Price. Purchaser shall acquire the 500,000 shares of AXIM Series A Preferred Stock at a price of \$1.00 per share, totaling \$500,000 (500,000 X \$1.00 = \$500,000) (the "Purchase Price"). Payment of the Purchase Price shall be made as follows (i) \$65,000 payment made by check payable to Seller or order, and (ii) the issuance by Purchaser to Seller of a promissory note, face value, \$435,000, a copy of which is attached hereto as Exhibit A (the "Note").

3. Covenants. Issuer covenants that it shall promptly transfer and deliver the Series A Preferred Stock in the name of Purchaser upon receipt of 2(i) and (ii) above.

4. Choice of Law; Venue. This Agreement will be construed and enforced in accordance with and governed by the laws of the State of California and the federal law of the United States without reference to principles of conflicts of law. The parties agree that, in the event of any dispute arising out of this Agreement or the transactions contemplated thereby, venue for such dispute shall be in the state or federal courts located in San Diego, California, and that each party hereto waives any objection to such venue based on forum non conveniens.

5. Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, such provision(s) shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

6. Further Assurances. Each party shall perform or cause to be performed any further acts and execute and deliver any documents that may be reasonably necessary or advisable to carry out the provisions of this Agreement.

7. Counterparts/Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which when so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Preferred Stock Purchase Agreement as of the day and year first written above.

SELLER:

MJNA Investment Holdings, LLC,
a California limited liability company

By: /s/ Timothy R. Scott
Timothy R. Scott, Chairman
Special Committee of
Medical Marijuana, Inc.,
sole member of Seller

PURCHASER:

Juniper & Ivy Corporation,
a Nevada corporation

By: /s/ John W. Huemoeller II
John W. Huemoeller II,
President