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UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): January 24, 2019

**EXACTUS, INC.**

(Exact name of the registrant as specified in its charter)

Nevada  
(State or other jurisdiction of  
incorporation)

000-55828  
(Commission File Number)

27-1085858  
(IRS Employer Identification No.)

4870 Sadler Road, Suite 300, Glen Allen, Virginia 23060  
(Address of principle executive offices) (Zip code)

Registrant's telephone number, including area code: (804) 205-5036

\_\_\_\_\_  
(Former name or address 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 (*see* General Instruction A.2 below):

- 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 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.

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## SECTION 1 – REGISTRANT’S BUSINESS AND OPERATIONS

### Item 1.01 Entry into a Material Definitive Agreement.

## SECTION 3 – SECURITIES AND TRADING MARKETS

### Item 3.02 Unregistered Sales of Equity Securities.

As previously reported in our Current Report on Form 8-K filed January 14, 2019, as amended on January 22, 2019 (the “Original Report”), we previously entered into a Master Product Development and Supply Agreement (the “Development Agreement”) with Ceed2Med, LLC and a series of exchange agreements with certain holders (each a “Holder”, and collectively, the “Holders”) of our previously issued convertible debentures and promissory notes (each a “Note”, and collectively, the “Notes”). On January 24, 2019, we entered into a series of additional exchange agreements with Holders of Notes. We agreed with the Holders to exchange all outstanding obligations under the Notes (including original issue discount, premium that would be due on redemption, principal, interest, default interest, penalties and costs) for an amount of stated value of our Series A Convertible Preferred Stock (the “Series A Preferred”) equal to the greater of the amount due under the note if redeemed or the amount that was required to be paid by the holders to acquire the notes from the original purchasers thereof, including any premium payment. On January 24, 2019, we closed on the exchange of the Notes for shares of our Series A Preferred. Each of the exchanges was made in reliance upon the exemption from registration provided by Section 3(a)(9) of the Securities Act or 1933, as amended (the “Securities Act”).

On January 24, 2019, we accepted subscriptions for \$55,090 of Series A Preferred. The offer and sale of shares of Series A Preferred was made solely to accredited investors and without any general solicitation or advertising. The sales of Series A Preferred to subscribers was made at a purchase price of \$1.00 per share and was made in reliance upon the exemption from registration provided by Rule 506(b) of Regulation D under the Securities Act. The proceeds of the sale of Series A Preferred were primarily used to retire obligations under Notes.

In total, we retired Note obligations in the amount of \$639,218.32 through a combination of exchanges of Series A Preferred for Notes and use of proceeds from new Series A Preferred sales. We issued a total of 641,589 shares of Series A Preferred, with 586,499 shares being issued in exchange for outstanding Notes, and 55,090 shares being issued for new subscriptions. The Series A Preferred issuances made January 24, 2019 were in addition to the 46,840 shares of Series A previously issued in exchange for a \$46,840 Note obligation as reported in the Original Report.

Simultaneous with the closing of the exchange described above, a former Holder of Notes Auctus Fund, LLC, converted \$4,000 out of \$216,059.21 due and owing under their Note at a conversion price of \$0.002 per share, and the balance due under the Note was sold to third parties in arms-length transactions. Following the conversion and sale, the balance unconverted under the Note was exchanged for Series A Preferred in total stated amounts equal to the purchase prices paid for the Note by each purchaser. The issuance to Auctus Fund, LLC upon conversion was made in reliance upon the exemption from registration provided by Rule 506(b) of Regulation D under the Securities Act and the third party purchases of the balance unconverted under the Note was made in reliance on the exemption from registration provide by Rule 3(a)(9) under the Securities Act.

As previously reported in the Original Report, each share of Series A Preferred has a stated value of \$1.00 per share. In the event of a liquidation, dissolution or winding up of the Company, each share of Series A Preferred Stock will be entitled to a payment as set forth in the Certificate of Designation. The Series A Preferred is convertible into such number of shares of the Company’s common stock, par value \$0.0001 per share (the “Common Stock”) equal to the Stated Value as defined in the Certificate of Designation, divided by \$0.025 per share. The Company is prohibited from effecting the conversion of the Series A Preferred Stock to the extent that, as a result of such conversion, the holder would beneficially own more than 4.99%, in the aggregate, of the issued and outstanding shares of the Company’s common stock calculated immediately after giving effect to the issuance of shares of common stock upon the conversion of the Series A Preferred Stock (the “Beneficial Ownership Limitation”). The Beneficial Ownership Limitation may be increased by the holder up to, but not exceeding, 9.99%. Each share of Series A Preferred Stock entitles the holder to vote on all matters voted on by holders of common stock. With respect to any such vote, each share of Series A Preferred Stock entitles the holder to cast such number of votes equal to the number of shares of common stock such shares of Series A Preferred Stock are convertible into at such time, but not in excess of the Beneficial Ownership Limitation.

## Section 9 – FINANCIAL STATEMENTS AND EXHIBITS

### Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
<a href="#">3.1</a>	Certificate of Designation for Series A Convertible Preferred Stock <sup>(1)</sup>
<a href="#">10.1</a>	Form of Exchange Agreement for Series A Preferred Stock <sup>(1)</sup>
<a href="#">10.2</a>	Form of Subscription Agreement for Series A Preferred Stock*

<sup>(1)</sup> Incorporated by reference to Current Report on Form 8-K filed January 8, 2019

\* Filed herewith

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**SIGNATURES**

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

**EXACTUS, INC.**

January 29, 2019

By: /s/ Philip J. Young  
Philip J. Young  
President and Chief Executive Officer

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**SUBSCRIPTION AGREEMENT  
EXACTUS, INC.**

Exactus, Inc., a Nevada corporation (hereinafter the "Company") and the undersigned (hereinafter the "Subscriber") agree as follows:

**WHEREAS:**

A. The Company desires to issue a maximum of \_\_\_\_\_ shares of Series A Preferred Stock of the Company, par value \$0.0001 per share, at a price of \$1.00 per share (\$ \_\_\_\_\_); and

B. Subscriber desires to acquire that number of shares as is set forth on the signature page hereof (hereinafter the "Shares") at the purchase price set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter set-forth, the parties hereto do hereby agree as follows:

**SUBSCRIPTION**

1.1 Subject to the terms and conditions hereinafter set forth, the Subscriber hereby subscribes for and agrees to purchase the Shares from the Company at a price equal to \$1.00 per share, and the Company agrees to sell the Shares to Subscriber in consideration of said purchase price. Upon execution, this subscription shall be irrevocable by Subscriber.

1.2 The purchase price for the Shares subscribed to hereunder is payable by the Subscriber contemporaneously with the execution and e-mail delivery of this Subscription Agreement to the Company at [tryan@exactusinc.com](mailto:tryan@exactusinc.com). Payment shall be made by wire transfer of the purchase price in the amount of \$1.00 per Share to the Company's escrow agent as follows:

Routing number: 121000248

SWIFT CODE: WFBIUS6S

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

Account number: 2967194461

Account name: Laxague Law, Inc., Escrow Account  
1 East Liberty, Suite 600  
Reno, NV 89501

Reference: Exactus, Inc.

**REPRESENTATIONS AND WARRANTIES BY SUBSCRIBER**

2.1 Subscriber hereby acknowledges, represents and warrants to the Company the following:

- (A) Subscriber acknowledges that the purchase of the Shares involves a high degree of risk and that the Company may require substantial additional funds;

- (B) Subscriber recognizes that an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares;
- (C) Subscriber has such knowledge and experience in finance, securities, investments, including investment in unregistered securities, and other business matters so as to be able to protect its interests in connection with this transaction;
- (D) Unless allowed to participated in this offering as a non-accredited investor by permission of the Board of Directors of the Company, the Subscriber is an "Accredited Investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended;
- (E) Subscriber acknowledges that the shares are subject to significant restrictions on transfer as imposed by state and federal securities laws, including but not limited to a minimum holding period of at least six (6) months;
- (F) Subscriber hereby acknowledges (i) that this offering of Shares has not been reviewed by the United States Securities and Exchange Commission ("SEC") or by the securities regulator of any state; (ii) that the Shares are being issued by the Company pursuant to an exemption from registration provided by Section 4(2) of the Securities Act of 1933; and (iii) that any certificate evidencing the Shares received by Subscriber will bear a legend in substantially the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER UNLESS IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER AND THAT SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

- (G) Subscriber is acquiring the Shares as principal for Subscriber's own benefit;
- (H) Subscriber is not aware of any advertisement of the Shares or any general solicitation in connection with any offering of the Shares;
- (I) Subscriber acknowledges receipt and review of the Company's filings with the Securities and Exchange Commission, and of both the Articles of Incorporation and bylaws of the Company, together with the opportunity and the Company's encouragement to seek the advice and consultation of independent investment, legal and tax counsel;
- (J) Subscriber acknowledges and agrees that the Company has previously made available to Subscriber the opportunity to ask questions of and to receive answers from representatives of the Company concerning the Company and the Shares, as well as to conduct whatever due diligence the Subscriber, in its discretion, deems advisable. Subscriber is not relying on any information communicated by any representatives of the Company and is relying solely upon information obtained during Subscriber's due diligence investigation in making a decision to invest in the Shares and the Company.

### REPRESENTATIONS BY THE COMPANY

- 3.1 The Company represents and warrants to the Subscriber that:
- (A) The Company is a corporation duly organized, existing and in good standing under the laws of the State of Nevada and has the corporate power to conduct the business which it conducts and proposes to conduct.
  - (B) Upon issue, the Shares will be duly and validly issued, fully paid and non-assessable preferred stock in the capital of the Company.

### TERMS OF SUBSCRIPTION

- 4.1 Upon acceptance of this subscription by the Company, all funds paid hereunder shall be immediately available to the Company for its use.
- 4.2 Subscriber hereby authorizes and directs the Company to deliver the securities to be issued to such Subscriber pursuant to this Subscription Agreement to Subscriber's address indicated herein.
- 4.3 Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Nevada. Exclusive venue for any dispute arising out of this Subscription Agreement or the Shares shall be the state or federal courts sited in Washoe County, Nevada.
- 4.4 The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Subscription Agreement.

*[remainder of this page intentionally blank, signature page to follow]*

**ACCREDITED INVESTOR STATUS**

5.1  *By checking this box, Subscriber represents and warrants to the Company that the Subscriber is an "Accredited Investor" as such term is defined in Rule 501 of Regulation D promulgated under the United States Securities Act of 1933, as amended (the "Act"). The Subscriber acknowledges having reviewed and considered the definition of "Accredited Investor" attached to this Subscription Agreement.*

**IN WITNESS WHEREOF**, this Subscription Agreement is executed as of the \_\_\_\_ day of January, 2019.

Number of Shares Subscribed For: \_\_\_\_\_  
Total Purchase Price: \_\_\_\_\_  
Signature of Subscriber: \_\_\_\_\_  
Name of Subscriber: \_\_\_\_\_  
Address of Subscriber: \_\_\_\_\_  
Subscriber's SS# or tax ID#: \_\_\_\_\_

**ACCEPTED BY: EXACTUS, INC.**

Signature of Authorized Signatory: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

### **Accredited Investor Definition**

The Subscriber will be an "Accredited Investor" as such term is defined in Rule 501 of Regulation D promulgated under the United States Securities Act of 1933, as amended (the "Act") if the Subscriber is any of the following:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.

(i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in §230.506(b)(2)(ii); and

(8) Any entity in which all of the equity owners are accredited investors.