

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): September 30, 2014

**DELMAR PHARMACEUTICALS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**

**000-54801**

**99-0360497**

(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(I.R.S. Employer Identification Number)

Suite 720-999 West Broadway  
Vancouver, British Columbia  
Canada V5Z 1K5

(Address of principal executive offices) (zip code)

(604) 629-5989

(Registrant's telephone number, including area code)

Copies to:

Gregory Sichenzia, Esq.

Jeff Cahlon, Esq.

Sichenzia Ross Friedman Ference LLP

61 Broadway

New York, New York 10006

Phone: (212) 930-9700

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(Former 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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On September 30, 2014, DelMar Pharmaceuticals, Inc. (the “Company”) entered into and closed an exchange agreement (the “Exchange Agreement”) with Valent Technologies, LLC (“Valent”), an entity owned by Dr. Dennis Brown, the Company’s Chief Scientific Officer and director, and Del Mar Pharmaceuticals (BC) Ltd. (a wholly owned subsidiary of the Company) (“DelMar BC”). Pursuant to the Exchange Agreement, Valent exchanged a note in the outstanding amount of \$278,530 (including accrued interest of \$28,530), issued to Valent by DelMar BC, for 278,530 shares of the Company’s Series A Preferred Stock.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information provided in response to Item 5.03 of this report is incorporated by reference into this Item 3.03.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

Effective September 30, 2014, the Company filed a Certificate of Designation of Series A Preferred Stock (the “Series A Certificate of Designation”) with the Secretary of State of Nevada. Pursuant to the Series A Certificate of Designation, the Company designated 278,530 shares of preferred stock as Series A Preferred Stock. The shares of Series A Preferred Stock have a stated value of \$1.00 per share and are not convertible into common stock. The holder of the Series A Preferred Stock will be entitled to dividends at the rate of 3% of the Stated Value per year, payable quarterly in arrears. Upon any liquidation of the Company, the holder of the Series A Preferred Stock will be entitled to be paid, out of any assets of the Company available for distribution to stockholders, the Stated Value of the shares of Series A Preferred Stock held by such holder, plus any accrued but unpaid dividends thereon, prior to any payments being made with respect to the common stock.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
3.1	<a href="#">Certificate of Designation of Series A Preferred Stock</a>
10.1	<a href="#">Exchange Agreement, dated September 30, 2014</a>

**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.

**DELMAR PHARMACEUTICALS, INC.**

Dated: October 3, 2014

By: /s/ Jeffrey Bacha  
Name: Jeffrey Bacha  
Title: Chief Executive Officer



ROSS MILLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4520  
(775) 684-5708  
Website: www.nvsos.gov



\*15070\*

**Certificate of Designation**  
(PURSUANT TO NRS 78.1955)

Filed in the office of	Document Number
	20140694743-80
Ross Miller	Filing Date and Time
Secretary of State	09/30/2014 1:26 PM
State of Nevada	Entity Number
	E0341392009-0

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Designation For  
Nevada Profit Corporations**  
(Pursuant to NRS 78.1955)

1. Name of corporation:

DelMar Pharmaceuticals, Inc.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

DelMar Pharmaceuticals, Inc. (the "Corporation"), a corporation organized and existing under the laws of Nevada, does hereby certify that, pursuant to authority conferred upon the Board of Directors of the Corporation by the Articles of Incorporation, it has adopted resolutions (a) authorizing the issuance of 278,530 shares of Series A Preferred Stock of the Corporation and (b) providing for the designations, preferences and relative participating, optional or other rights, and the qualifications, limitations or restrictions thereof, as follows (please see Exhibit A, attached hereto).

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

\_\_\_\_\_  
Signature of Officer

Filing Fee: \$175.00

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation  
Revised: 3-8-09

## EXHIBIT A

### DELMAR PHARMACEUTICALS, INC.

#### CERTIFICATE OF DESIGNATION

#### OF SERIES A PREFERRED STOCK

DelMar Pharmaceuticals, Inc. (the "Corporation"), a corporation organized and existing under the laws of Nevada, does hereby certify that, pursuant to authority conferred upon the Board of Directors of the Corporation by the Articles of Incorporation, it has adopted resolutions (a) authorizing the issuance of 278,530 shares of Series A Preferred Stock of the Corporation and (b) providing for the designations, preferences and relative participating, optional or other rights, and the qualifications, limitations or restrictions thereof, as follows:

1. Designation and Number of Shares. There shall be hereby created and established a series of Preferred Stock designated as "Series A Preferred Stock" (the "Series A Preferred Stock"). The authorized number of shares of Series A Preferred Stock shall be 278,530. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Section 8 below.

2. Rank. The Series A Preferred Stock shall with respect to distributions of assets and rights upon the occurrence of a Liquidation rank (i) senior to (a) the common stock of the Corporation (the "Common Stock") and (b) the Special Voting Preferred Stock of the Corporation (the "Special Voting Preferred Stock") and (ii) senior to each other class or series of Capital Stock of the Corporation hereafter created which does not expressly rank pari passu with or senior to the Series A Preferred Stock (collectively with the Common Stock and the Special Voting Preferred Stock, the "Junior Stock").

3. Dividends. The holders of Series A Preferred Stock will be entitled to receive, on any outstanding shares of Series A Preferred Stock held by such holders, out of any funds and assets of the Company legally available prior and in preference to any declaration or payment of any dividend on the Junior Stock, cumulative dividends, payable quarterly in arrears, at an annual rate of 3% of the Stated Value.

4. Liquidation Preference.

(a) Priority Payment. Upon the occurrence of a Liquidation, the holders of shares of Series A Preferred Stock shall be entitled to be paid for each share of Series A Preferred Stock held thereby, out of, but only to the extent of, the assets of the Corporation legally available for distribution to its stockholders, an amount equal to the Stated Value (as adjusted for stock splits, stock dividends, combinations or other recapitalizations of the Series A Preferred Stock), plus, as provided in Section 3 above, all accrued and unpaid dividends, if any, with respect to each share of Series A Preferred Stock, before any payment or distribution is made to any Junior Stock. If the assets of the Corporation available for distribution to the holders



of Series A Preferred Stock shall be insufficient to permit payment in full to such holders of the sums which such holders are entitled to receive in such case, then all of the assets available for distribution to holders of the Series A Preferred Stock shall be distributed among and paid to such holders ratably in proportion to the amounts that would be payable to such holders if such assets were sufficient to permit payment in full.

(b) No Additional Payment. After the holders of all shares of Series A Preferred Stock shall have been paid in full the amounts to which they are entitled in paragraph 4(a), the shares of Series A Preferred Stock shall not be entitled to any further participation in any distribution of assets of the Corporation.

#### 5. Voting Rights.

The holders of shares of Series A Preferred Stock shall not have any voting rights except as required by law.

6. Non-Transferrable. The shares of Series A Preferred Stock shall not be transferrable without the prior written consent of the Corporation, which consent may be withheld in the absolute discretion of the Corporation.

7. No Reissuance. No share or shares of Series A Preferred Stock acquired by the Corporation shall be reissued as Series A Preferred Stock, and all such shares thereafter shall be returned to the status of undesignated and unissued shares of Preferred Stock of the Corporation.

8. Definitions. As used in this Certificate of Designation, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and vice versa), unless the context otherwise requires:

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's capital stock and any and all rights, warrants or options exchangeable for or convertible into such capital stock (but excluding any debt security whether or not it is exchangeable for or convertible into such capital stock).

"Common Stock" shall have the meaning ascribed to it in Section 2 hereof.

"Corporation" shall have the meaning ascribed to it in the first paragraph of this Certificate of Designation.

"Junior Stock" shall have the meaning ascribed to it in Section 2 hereof.

"Liquidation" shall mean the voluntary or involuntary liquidation under applicable bankruptcy or reorganization legislation, or the dissolution or winding up of the Corporation.

**“Person”** means any individual, firm, corporation, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, governmental body or other entity of any kind.

**“Series A Preferred Stock”** shall have the meaning ascribed to it in Section 1 hereof.

**“Stated Value”** means \$1.00 per share of Series A Preferred Stock.



EXCHANGE AGREEMENT

Exchange Agreement dated this 30<sup>th</sup> day of September, 2014, by and among DelMar Pharmaceuticals, Inc., a Nevada corporation (the "Company"), Del Mar Pharmaceuticals (BC) Ltd, a British Columbia corporation and wholly owned subsidiary of the Company ("DelMar BC"), and Valent Technologies, LLC, a California limited liability company ("Valent").

WITNESSETH:

WHEREAS, Valent is the holder of a note issued by DelMar BC, dated on or about February 5, 2011, in the original principal amount of \$250,000, of which \$278,530, including accrued interest of \$28,530, is outstanding as of the date hereof (the "Note"); and

WHEREAS, the Company, DelMar BC and Valent desire to have Valent exchange the Note for shares of the Company's Series A Preferred Stock (the "Series A Preferred Stock"), subject to the terms and conditions of this Agreement;

WHEREFORE, the parties do hereby agree as follows:

1. On the Closing Date, which will be on the date hereof, Valent shall exchange the Note, including all accrued interest thereon, for 278,530 shares of Series A Preferred Stock. On the Closing Date, the Company shall issue to Valent, in exchange for the Note, 278,530 shares of Series A Preferred Stock, and the Note will be deemed cancelled and all of DelMar BC's obligations thereunder terminated. Within 5 business days of the Closing Date, (i) the Company will deliver or cause to be delivered to Valent, a certificate representing the shares of Series A Preferred Stock issuable pursuant to this Agreement, and (ii) Valent will return the original Note to DelMar BC, provided that, any failure by the Company to timely deliver such certificate, or of Valent to timely return the original Note, will not affect the closing hereunder, the cancellation of the Note, or Valent's rights under the Series A Preferred Stock issuable under this Agreement, all of which will be deemed effective on the Closing Date.

2. Valent represents and warrants to the Company and DelMar BC that:

(a) It has the right to enter into this Agreement, and this Agreement constitutes the valid, binding and obligation of Valent, enforceable in accordance with its terms.

(b) It owns the Note free and clear of any liens, encumbrances, pledges, options or other rights of any kind and description.

(c) It has not transferred or otherwise conveyed any portion of or interest in the Note.

(d) It is an accredited investor and is acquiring the shares of Series A Preferred Stock pursuant to this Agreement for its own account, for investment and not with a view to the sale or distribution thereof.

3. The Company and DelMar BC each represent and warrant to Valent that all necessary approval by the Company's and DelMar BC's board of directors have been obtained for the Company and DelMar BC to enter into this Agreement and perform their respective obligations hereunder, and this Agreement constitutes the valid, binding and enforceable obligation of the Company and DelMar BC. The Company represents and warrants to Valent that the shares of Series A Preferred Stock, when issued pursuant to this Agreement, will be duly and validly authorized and issued, fully paid and non-assessable and not issued in violation of any rights of any other person.

4. This Agreement sets forth the entire agreement and understanding between the parties and supersedes all prior or contemporaneous written or oral agreements, promises, representations, understandings, letters of intent and negotiations, between the parties with respect to the subject matter of this Agreement. No part of this Agreement may be modified or amended, nor may any right be waived, except by a written instrument which expressly refers to this Agreement, states that it is a modification or amendment of this Agreement or a waiver and is signed by all of the parties, or, in the case of waiver, by the party granting the waiver.

5. This Agreement and the rights of the parties hereunder shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements executed and to be performed wholly within such state and without regard to principles of conflicts of law. Each party irrevocably consents to the jurisdiction of the federal and state courts situated in New York County, New York in any action that may be brought pursuant to this Agreement.

6. If any provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons, entities or circumstances other than those as to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute this Agreement.

[Signatures on following page]

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

**DELMAR PHARMACEUTICALS, INC.**

By: /s/ Jeffrey Bacha  
Name: Jeffrey Bacha  
Title: President and CEO

**DEL MAR PHARMACEUTICALS (BC) LTD.**

By: /s/ Jeffrey Bacha  
Name: Jeffrey Bacha  
Title: President and CEO

**VALENT TECHONOLOGIES, LLC**

By: /s Dennis Brown  
Name: Dennis Brown  
Title: