
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): **February 13, 2019**

BIONIK LABORATORIES CORP.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

000-54717

(Commission File Number)

27-1340346

(IRS Employer Identification
No.)

483 Bay Street, N105
Toronto, ON

(Address of Principal Executive Offices)

M5G 2C9

(Zip Code)

Registrant's Telephone Number, Including Area Code: (416) 640-7887

(Former Name or 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))

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 Agreement.

On February 13, 2019, Bionik Laboratories Corp. (the “Company”) entered into (a) an Allonge to Convertible Promissory Notes (the “2018-2019 Note Allonge”), with respect to those certain convertible promissory notes issued by the Company between September 2018 and January 2019 in the aggregate principal amount of \$4,650,000 (the “2018-2019 Notes”) and (b) an Allonge to Convertible Promissory Notes (the “Short Term Note Allonge” and, with the 2018-2019 Note Allonge, the “Allonges”), with respect to those certain short-term convertible promissory notes issued by the Company between June 2018 and July 2018 in the aggregate principal amount of \$4,708,306 (the “Short-Term Notes”).

Pursuant to the 2018-2019 Note Allonge, the 2018-2019 Notes were amended to reflect that the securities issued to the holders thereof upon conversion of the 2018-2019 Notes upon the consummation of a Qualified Financing (as defined in the 2018-2019 Notes) be the same securities as issued in the Qualified Financing.

Pursuant to the Short Term Note Allonge, the Short Term Notes were amended to reflect that the securities issued to the holders thereof upon any triggering of the anti-dilution clause found in Section 3.4 of the Short Term Notes be the same securities as issued in the Offering (as defined in the Allonge).

The foregoing description of the Allonges is not complete and is subject to and qualified in its entirety by reference to the Allonges, forms of which are attached as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit	Description
<u>10.1</u>	<u>Form of Allonge to Convertible Promissory Note (2018-2019 Notes)</u>
<u>10.2</u>	<u>Form of Allonge to Convertible Promissory Note (Short-Term Notes)</u>

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 thereunto duly authorized.

Date: February 13, 2019

BIONIK LABORATORIES CORP.

By: /s/ Leslie Markow

Name: Leslie Markow

Title: Chief Financial Officer

ALLONGE TO CONVERTIBLE PROMISSORY NOTES

Allonge (this "Allonge") to those certain Convertible Promissory Notes (the "Convertible Notes") referenced hereto in Exhibit 1 and made a part hereof, in each case from Bionik Laboratories Corp. ("Borrower"), to the Holders described therein (the "Holders"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to those terms in the Convertible Notes.

WHEREAS, from September 2018 through January 22, 2019, the Borrower borrowed from the Holders an aggregate principal amount of \$4.65 million evidenced by the Convertible Notes; and

WHEREAS, the Convertible Notes provide, in part, that the outstanding principal and accrued and unpaid interest thereon shall automatically convert into Common Stock at a price per share equal to a 20% discount to the offering price of the Common Stock in a Qualified Financing; and

WHEREAS, it was the intention of the Borrower and the Holders that the securities to be issued to the Holders upon the consummation of a Qualified Financing be the same securities as issued in the Qualified Financing and not specifically limited to Common Stock; and

WHEREAS, the Convertible Notes do not reflect the aforementioned intention and the Borrower and the Holders executing and delivering this Allonge wish to amend the Convertible Notes to reflect that the securities issued to the Holders upon conversion of the Convertible Notes upon the consummation of a Qualified Financing be the same securities as issued in the Qualified Financing; and

WHEREAS, Section 6.6 of the Convertible Notes provides, in part, that the Convertible Notes may be amended with the written consent of the Company and the holders of a majority in original aggregate principal amount of the Note and the Related Notes, and that any such amendment shall be binding on all holders of the Convertible Notes, even if they do not execute such consent, amendment or waiver.

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the undersigned Holders, which represent a majority in original aggregate principal amount of the Convertible Promissory Notes, agree that each of the Convertible Promissory Notes shall be amended and revised as follows:

1. The defined term "**Conversion Shares**" found in Section 1.1 of the Convertible Notes is hereby amended and replaced to read as follows:

"Conversion Shares" means the New Round Stock or Common Stock, as the case may be, issued or issuable to the Holder pursuant to Article 3.

2. Section 1.1 of the Convertible Notes is hereby amended to include a new defined term immediately prior to the defined term “*Note*”, as follows:

“*New Round Stock*” means, in the event of a Qualified Financing, the security(ies) (or units of securities if more than one security are sold as a unit), without duplication, issued by the Company in the Qualified Financing.

3. Section 3.1(a) of each of the Convertible Promissory Notes is hereby amended and replaced to read as follows:

(a) Conversion upon Maturity Date. On the Maturity Date without any action on the part of the Holder, the outstanding principal and accrued and unpaid interest under the Notes will be converted into (A) New Round Stock based upon a twenty percent (20%) discount to the price per share or unit of the New Round Stock in the Qualified Financing in the event of a Maturity Date referred to in clause (b) of the definition thereof and provided that such Qualified Financing is consummated on or prior to March 27, 2019 or (B) shares of Common Stock based upon, in all other cases, a twenty percent (20%) discount to the lesser of (y) the VWAP average of the last 30 calendar days ending on the closing of the Offering (or, in the event of multiple closings, the VWAP average of the last 30 calendar days ending on each closing of the Offering), or (z) the VWAP average of the last 30 calendar days ending on the Maturity Date in the event of a Maturity Date referred to in clause (a) of the definition thereof (the “*Conversion Price*”).

This Allonge is intended to be attached to and made a permanent part of the Convertible Promissory Notes.

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Dated as of the ____ day of February, 2019.

Borrower:

BIONIK LABORATORIES CORP.

By: _____

Name:

Title:

Agreed to and consented to pursuant to Section 6.6 of the Convertible Promissory Notes:

Holder:

By: _____

Name:

Title:

Aggregate Principal Amount of Convertible
Promissory Notes

ALLONGE TO CONVERTIBLE PROMISSORY NOTES

Allonge (this “Allonge”) to those certain Convertible Promissory Notes (the “Convertible Notes”) referenced hereto in Exhibit 1 and made a part hereof, in each case from Bionik Laboratories Corp. (“Borrower”), to the Holders described therein (the “Holders”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to those terms in the Convertible Notes.

WHEREAS, from June 2018 through July, 2018, the Borrower borrowed from the Holders an aggregate principal amount of \$4,708,306 evidenced by the Convertible Notes; and

WHEREAS, the Convertible Notes provide, in part, that in the event the Borrower consummates a firm commitment, underwritten offering of its common stock by March 27, 2019 (the “Offering”), and the Offering Price is less than the Conversion Price, then in such event the Borrower shall issue to the Holders, at no further cost to the Holders, additional shares of Common Stock equal to the number of Conversion Shares the Holder would have received upon conversion if the Conversion Price equaled the Offering Price, less the number of shares of Conversion Shares actually issued on the Maturity Date (the “Anti-Dilution Clause”); and

WHEREAS, it was the belief of the Holders that the securities to be issued to the Holders upon the triggering of the Anti-Dilution Clause be the same securities as issued in the Offering and not specifically limited to Common Stock; and

WHEREAS, the Convertible Notes do not reflect the aforementioned belief and the Borrower and the Holders executing and delivering this Allonge wish to amend the Convertible Notes to reflect that the securities issued to the Holders upon any triggering of the Anti-Dilution Clause be the same securities as issued in the Offering; and

WHEREAS, Section 6.6 of the Convertible Notes provides, in part, that the Convertible Notes may be amended with the written consent of the Company and the holders of a majority in original aggregate principal amount of the Note and the Related Notes, and that any such amendment shall be binding on all holders of the Convertible Notes, even if they do not execute such consent, amendment or waiver.

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and the undersigned Holders, which represent a majority in original aggregate principal amount of the Convertible Promissory Notes, agree that each of the Convertible Promissory Notes shall be amended and revised as follows:

1. The defined term “*Conversion Shares*” found in Section 1.1 of the Convertible Notes is hereby amended and replaced to read as follows:

“*Conversion Shares*” means the New Round Stock or Common Stock, as the case may be, issued or issuable to the Holder pursuant to Article 3 (including Section 3.4).

2. The defined term “*New Round Stock*” found in Section 1.1 of the Convertible Notes is hereby amended and replaced to read as follows:

“*New Round Stock*” means, in the event of an Offering, the security(ies) (or units of securities if more than one security are sold as a unit), without duplication, issued by the Company in the Qualified Financing (any such securities other than the Common Stock component of the New Round Stock, the “*Accompanying Securities*”), and in all other cases, Common Stock.

3. Section 3.4 of each of the Convertible Promissory Notes is hereby amended and replaced to read as follows:

3 . 4 Anti-Dilution. In the event the Company consummates a firm commitment, underwritten offering (an “*Offering*”) by March 27, 2019, and the price per New Round Stock thereof (the “*Offering Price*”) is less than the Conversion Price, then in such event the Company shall issue to the Holder, at no further cost to the Holder, (a) additional shares of Common Stock equal to the number of shares of Common Stock the Holder would have received upon conversion if the Conversion Price equaled the Offering Price, less the number of shares of Common Stock actually issued on the Maturity Date plus (b) a number of Accompanying Securities, if any, issued in the Offering that equals the number of Accompanying Securities the Holder would have received, without duplication (e.g., if the New Round Stock is a unit consisting of one share of Common Stock and one warrant, the Accompanying Securities would be the warrant component of the unit, and not the full unit or the Common Stock component of the unit) had the outstanding principal and accrued and unpaid interest through the Maturity Date under the Note converted into New Round Stock in the Offering at the Offering Price.

This Allonge is intended to be attached to and made a permanent part of the Convertible Promissory Notes.

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Dated as of the ____ day of February, 2019.

Borrower:

BIONIK LABORATORIES CORP.

By: _____

Name:

Title:

Agreed to and consented to pursuant to Section 6.6 of the Convertible Promissory Notes:

Holder:

By:

Name: _____

Title:

Aggregate Principal Amount of Convertible
Promissory Notes
