
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): **July 11, 2017**

Nemus Bioscience, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55136

(Commission
File Number)

45-0692882

(IRS Employer
Identification No.)

600 Anton Boulevard, Suite 1100, Costa Mesa, CA 92626

(Address of principal effective offices) (Zip Code)

Registrant's telephone number, including area code: **(949) 396-0330**

(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:

- 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.

Item 8.01. Other Events.

On July 11, 2017, Nemus Bioscience, Inc. (the “Company”) provided an update with respect to the sale by the Company of 1,000,000 shares of a new Series E Preferred Stock, par value \$0.001 per share (“Preferred Shares”), to Schneider Finance LLC (the “Purchaser”), an affiliate of Schneider Brothers Ltd., a global closed investment fund, at a purchase price of \$20.00 for each Preferred Share for aggregate gross proceeds of \$20,000,000, pursuant to the Securities Purchase Agreement (the “Agreement”), dated as of May 3, 2017, by and between the Company and the Purchaser.

As described in the Current Report on Form 8-K filed on May 4, 2017, there are no conditions precedent or further obligations prior to the close of the transactions contemplated by the Agreement. Pursuant to the Agreement, the purchase, sale and issuance of the Preferred Shares should have occurred as promptly as practicable after the execution of the Agreement, but not later than at 1:00 pm, Pacific Time, July 10, 2017. The Purchaser did not provide funding on July 10, 2017 as required by the Agreement.

The Company intends to continue to work with the Purchaser to close the transaction either directly with the Purchaser and its affiliates or through the exercise of the \$20 million guaranty that provides for payment of the Purchase Price in full within 90 days of exercise. The guaranty provides that, in case of default by the Purchaser, SB Securities Ltd., an affiliate of Schneider Brothers Ltd., shall pay \$20 million, upon written demand by the Company, and without any opposition.

The foregoing description of the guaranty is not complete and is qualified in its entirety by reference to the full text of the guaranty, a copy of which is filed as Exhibit 99.1 to this report and is incorporated by reference herein.

On July 11, 2017, the Company issued a press release in connection with the foregoing. A copy of the press release is attached hereto as Exhibit 99.2 and incorporated by reference herein.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits

Exhibit

Number	Description
99.1	Financial Guarantee dated May 3, 2017
99.2	Press release dated July 11, 2017

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.

Nemus Bioscience, Inc.

Date: July 11, 2017

By: /s/ Brian Murphy
Brian Murphy
Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
<u>99.1</u>	<u>Financial Guarantee dated May 3, 2017</u>
<u>99.2</u>	<u>Press release dated July 11, 2017</u>

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FINANCIAL GUARANTEE

SCHNEIDER SECURITIES® registered trademark of SB Securities Ltd. (INPI France No. 4296306), 17 Bryanston Square, W1H-2DP London, UK, a financial institution, duly authorized for the present contract and regulated by the "Financial Conduct Authority (FCA)" under the License No. 755098 and European Passport No. 74229 (as tied agent of Kession Capital Ltd), to issue Bonds and Financial Guarantees according to the European Legislation of 26 May, 2000 meeting the conditions set by the 2288 and following of the Civil code, (hereinafter referred to as "Guarantor ")

Hereby declares and undertakes to constitute Guarantor for:

The payment of Schneider Finance LLC with registered office at 610 Newport Center Drive, Suite 480, Newport Beach, CA 92660, (hereinafter referred as the "Contractor"), to purchase shares of NEMUS Bioscience Inc. referred to the Securities Purchase Agreement attached hereto, signed on the 3rd of May 2017 for a total amount of 20 000 000.00 USD to purchase 1,000,000 shares of the company's Series E preferred stock.

To:

NEMUS Bioscience Inc., a Nevada corporation, represented by its CEO Dr. Brian Murphy., (hereinafter referred to as "Beneficiary").

The present act guarantees a total amount of 20 000 000.00 USD (twenty million US Dollars) in payment at due date by the contractor on the 10th of July 2017, of the contract signed on the 3rd of May 2017.

SB Securities commits to pay to the Beneficiary upon his request and/or contractor's failure to deliver on his obligations, of all sums due.

Guarantor: SB Securities Ltd., Financial Institution duly authorized for the present contract and regulated by the "Financial Conduct Authority (FCA)" under the License No. 755098 and European Passport No. 74229 (as tied agent of Kession Capital Ltd), to issue Bonds and Financial Guarantees according to the European Legislation of 26 May, 2000 meeting the conditions set by the 2288 and following of the Civil code, (hereinafter referred to as "Guarantor ")

Beneficiary: NEMUS Bioscience Inc., a Nevada corporation, represented by its CEO Dr. Brian Murphy.

Contractor: Schneider Finance LLC., a Nevada limited liability company, represented by its Director Mr. John A. Severson.

Object: Financial Guarantee payable at due date of the 10th of July 2017, for the acquisition of 1 000 000 shares of Series E preferred stock of the company.

Amount: 20 000 000.00 USD (Twenty million US Dollars)

Validity: One year from the date of issue (3rd of May, 2017)

Any dispute on interpretation of this contract will be submitted to and decided exclusively by the Competent Court in California - USA

The present Guarantee is issued on 3rd of May 2017 in three originals, on one page recto verso, printed on watermarked security financial paper, including other than the above text, 11 articles signed by an authorized signatory for the Guarantor, with the company official seal, and the signature for acceptance by the Contractor and the Beneficiary.

/s/ Philippe Ayme-Jauve
The Guarantor

/s/ John A. Severson
The Contractor

/s/ Brian S. Murphy
The Beneficiary

SCHNEIDER SECURITIES® registered trademark of SB Securities Ltd. (INPI France No. 4296306), 17 Bryanston Square, W1H-2DP London, UK, phone: (+44) 2034 897920 - fax: (+44) 2036089106
Financial institution, regulated by the «Financial Conduct Authority» (FCA) under License n°755098 and European Passport n°74229 (as a tied agent of Kession Capital Ltd),
for issuing Financial Guarantees under the European Legislation of 26 May 2000.
E-mail: info@schneider-securities.com - Website: www.schneider-securities.com

PAPETERIE FINANCIERE - Numéro d'immatriculation : BBB4002

GENERAL CONDITIONS

Art.1 - This guarantee covers only defaults identified after its signature, limited by and to the duration and maturity of the principal commitment in terms of the general conditions to which the contracting parties declare to be fully informed. Throughout the period of validity of the guarantee, the Beneficiary or the Contractor cannot modify the conditions, the contracts or the written agreements whose performance is the basis of this guarantee, without specific consent of the Guarantor, at risk of default and loss of all rights of the guarantor.

Art.2 - This guarantee is issued on the basis and on the consideration of the documentation submitted by the Contractor. He certifies that the content of this documentation is considered correct, particularly with reference to counter-guarantees provided as co-commitment by the Guarantor to respect its contract. Non respect or discovery of false or unexact documents supplied by the Contractor in order to obtain the guarantee will automatically give rise to default and cancel the guarantee. The Guarantor acknowledges that he is in possession of sufficient information to evaluate the situation of the Contractor. As far as he remains bound in terms of his commitment, he (the Guarantor) must be personally informed of the Contractor's situation on a regular basis - by the Contractor, on the assets and annual tax declaration and accounts. With regard and relating to the obligation of information legally charged to the Guarantor in the matter of bonds and guarantees, the Contractor accepts an annual listing (computerized) which contains all pertinent information legally required, as sufficient proof of the Guarantor's fulfillment of his commitment. The Contractor agrees to inform the Guarantor of any change of his address. The contractor accepts to furnish any specific information requested by the Guarantor. Non-respect of the provisions of this article will automatically cancel this guarantee.

Art.3 - The present guarantee has no legal validity if it is not signed by all parties - with proof of payment. No reimbursement will be due or made in repayment for extinction of commitment prior to the date included in the present guarantee. The Contractor shall provide the Beneficiary with a copy of the discharged invoice. The Contractor must sign the guarantee and return a signed original of the guarantee to the Guarantor at the office of its finance representative (610 Newport Center Drive, Newport Beach, CA). Should the signed original have not reached the Guarantor within one month after the date of effect or should the company premium or the broker's fees be unpaid, the guarantee would no longer be valid. The Contractor or the guarantee Beneficiary must inform the Guarantor of all contracts or commitments undertaken which are covered by the guarantee by sending signed copies, the guarantee is no longer valid if this is not done within one month after their signature. Should the Contractor be the subject of an insolvency proceeding, the guarantee would no longer be valid.

Art.4 - Should any default that could affect this guarantee occur, the Beneficiary shall exercise the guarantee through a letter with a return receipt send to the Guarantor at its representative office (610 Newport Center Drive, Newport Beach, CA). This letter shall reach the Guarantor within a period of one month, starting from the day the Beneficiary had the knowledge of the default. The exercise of the guarantee by the Contractor shall not reach the Guarantor after the expiration date of this guarantee. Should there be a delay in the exercise of the guarantee, the Guarantor will not be bound by any obligation to pay the Beneficiary. The Guarantor will be discharged of all commitments and obligations relating to the default. With its letter exercising the guarantee, the Beneficiary shall provide the Guarantor with any information and document in its possession enabling to prove and establish the default. Any delay or failure to fulfill this obligation will discharge the Guarantor of all commitments and obligations relating to the default.

Art.5 - In case of default by the Contractor, the Guarantor undertakes to pay the amounts due on the basis of this guarantee, upon written documented request by the beneficiary, and without any opposition in ninety days of receipt of the denunciation of the documented default. After payment, the Guarantor will be subrogated in all rights and commitments of the Contractor towards the Beneficiary and in all rights and commitments of the Beneficiary towards the Contractors concerning this guarantee. The Contractor shall mitigate the prejudice, and he shall follow the instructions given by the Guarantor concerning any initiatives undertaken to remedy the damages, including criminal and civil judicial actions, he shall even be a civil party at the Guarantor's request. No transaction between the Beneficiary and the Contractor is permitted without prior written consent of the Guarantor.

Art.6 - If other guarantees, such as bonds, insurance, etc. cover the Beneficiary who is the subject of this bond, this guarantee will apply only to the part which is not covered by other guarantees. The exercise of this guarantee instantly cancels any bond or guarantee subscribed by the Contractor with other beneficiaries.

Art.7 - This guarantee has a duration and expiry date as indicated on the first page of the document, itself the same maturity date as the principal commitment.

Art.8 - After each reimbursement is made by the Guarantor to the Beneficiary for the performance of this guarantee, the Contractor is obliged to pay back to the Guarantor at the latter's request, all amounts (capital, interest and cost) paid to the Beneficiary, under threat of legal proceedings.

Art.9 - The Guarantor, even prior to repayment to the Beneficiary and subrogation in all rights for the Contractor with the Beneficiary, may take action against the Contractor and/or eventual co-obligates, to recover the amounts paid to the Beneficiary. Any amount paid will be charged against the amounts guaranteed.

Art.10 - In case of any dispute, all parties agree to be subject to the Jurisdiction of the competent State.

Art.11 - This guarantee is issued in three originals and includes 11 articles with authorized signature of persons - by the Guarantor for confirmation, and acceptance by the Contractor and the Beneficiary of the terms and the general conditions of the guarantee.

/s/ Philippe Ayme-Jouve
The Guarantor

/s/ John A. Severson
The Contractor

/s/ Brian S. Murphy
The Beneficiary



Nemus Bioscience Provides Update on Previously Announced \$20 Million Schneider Financing

Costa Mesa, Calif. (July 11, 2017) - NEMUS Bioscience, Inc. (OTCQB: NMUS) (the "Company") today announced an update to its news release dated May 4, 2017 with respect to the signing of a private placement with Schneider Finance LLC, an affiliate of Schneider Brothers Ltd, a global closed investment fund with over USD \$500 million in assets, for the sale of 1,000,000 shares of Series E Preferred Stock of the Company for gross proceeds of \$20,000,000. The securities purchase agreement provides for no conditions precedent to the close and that closing is not to occur later than July 10, 2017. As previously announced, an affiliate of Schneider Brothers Ltd, which is authorized and regulated by the European Financial Conduct Authority (License #755098), entered into a guaranty to the benefit of the Company that guarantees the payment of the \$20,000,000 investment.

Schneider Finance LLC did not provide funding to close the transaction on July 10, 2017 as required under the securities purchase agreement and has requested an extension of the closing date. "Schneider is currently evaluating funding options internally and remains committed to this transaction," stated John A. Severson, Director and Partner of Schneider Brothers. The Company intends to continue to work with Schneider Finance to close the transaction either directly with Schneider Finance LLC and their affiliates or through the exercise of the \$20 million guaranty that provides for payment of the purchase price in full within 90 days of exercise.

Copies of the securities purchase agreement and the guaranty are available with the U.S. Securities and Exchange Commission as exhibits to the Company's Form 8-K, filed on May 4, 2017 and July 11, 2017, respectively.

FORWARD LOOKING STATEMENTS

This press release contains forward-looking statements, including statements about our expectations regarding the financing, timing of proceeds from the financing and our near term, intermediate term and long term goals. Such statements and other statements in this press release that are not descriptions of historical facts are forward-looking statements that are based on management's current expectations and assumptions and are subject to risks and uncertainties. If such risks or uncertainties materialize or such assumptions prove incorrect, our business, operating results, financial condition and stock price could be materially negatively affected. In some cases, forward-looking statements can be identified by terminology including "goal," "focus," "aims," "believes," "can," "could," "challenge," "predictable," "will," or the negative of these terms or other comparable terminology. We operate in a rapidly changing environment and new risks emerge from time to time. As a result, it is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements the Company may make. Risks and uncertainties that may cause actual results to differ materially include, among others, our capital resources, uncertainty regarding the results of future testing and development efforts and other risks that are described in the Risk Factors section of NEMUS's most recent annual or quarterly report filed with the Securities and Exchange Commission. Except as expressly required by law, NEMUS disclaims any intent or obligation to update these forward-looking statements.

ABOUT NEMUS BIOSCIENCE, INC.

The Company is a biopharmaceutical company, headquartered in Costa Mesa, California, focused on the discovery, development, and commercialization of cannabinoid-based therapeutics for significant unmet medical needs in global markets. Utilizing certain proprietary technology licensed from the University of Mississippi, NEMUS is working to develop novel ways to deliver cannabinoid-based drugs for specific indications, with the aim of optimizing the clinical effects of such drugs, while limiting the potential adverse events. NEMUS' strategy will explore the use of natural and synthetic compounds, alone or in combination. The Company is led by a highly qualified team of executives with decades of biopharmaceutical experience and significant background in early-stage drug development.

For more information, visit <http://www.nemusbioscience.com>.

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