
**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): January 11, 2019

Earth Science Tech Inc.

(Exact name of Registrant as Specified in its Charter)

Nevada

(State or Other Jurisdiction
of Incorporation or Organization)

000-55000

(Commission
file number)

80-0961484

(I.R.S. Employer
Identification Number)

8000 NW 31st Street, Unit 19

Doral, FL 33122, USA

(Address of Principal Executive Offices including Zip Code)

(305) 615-2118

(Registrant's Telephone Number, including Area Code)

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))
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Item 1.01 Entry into a Material Definitive Agreement

Effective January 11, 2019, the Registrant entered into an agreement with Aaron Decker, an individual and Derrick West, an individual. Upon execution the registrant will transfer, set over and sign Mr. Decker and Mr. West 95% of the all the issued and outstanding shares of stock in and to Kannabidioid, Inc. and the resignations of any and all present officers and directors. The latter shall include a statement of such officers and directors that they are not owed and do not claim any obligations of any kind of or from Kannabidioid, Inc. and do not know of any obligation of any nature not disclosed in the books and records of the company to be delivered. This transfer of Kannabidioid, Inc. and its business places Mr. Decker and Mr. West or their corporate nominee in full control of Kannabidioid, Inc. for all purposes, subject to their undertaking aggressively and assiduously to pursue the growth of Kannabidioid, Inc.'s business and to maximize its customer base, product line, and profitability. The Registrant entered into this agreement because management determined that the substantial opportunities for the growth of its other product lines will require that it deploy its resources on these other product lines such that it's better to allow another management team to build the Kannabidioid business. In allowing another management team to build the Kannabidioid business, Earth Science will not only continue to benefit from the sales but it will be in a position be benefit from its growth without the necessity of depolying additional resources to realize that growth.

Consideration :

The Registrant retained a perpetual interest in 5% of Kannabidioid's revenue which entitles it, unconditionally, to receive 5% of gross earnings on a monthly basis. The Registrant has the right, on demand, to audit the records of Kananbidioid, Inc. to confirm accuracy of calculations and remittances. Kannabidioid, Inc. will have all its products manufactured and distributed including, "CBD derived by ETST" on its label.

Re-evaluation :

After 6 months from product launch, Kananbidioid, Inc. shall provide the Registrant accurate and complete data reflecting the gross amount of product sales through such date and the amount actually invested in product advancement. The latter amount shall not include wages, salaries or other distributions to employees. If such amount does not equal or exceed \$20,000, the Registrant shall have the option of repealing and terminating the agreement.

Item 1.03 Entry into Receivership

On January 11, 2019 the Registrant received notice that Strongbow Advisors, Inc., and Robert Stevens (the "Receiver") had been appointed by the Nevada District Court, Clark County Nevada as receiver for the Registrant in Case No. A-18-784952-C. In addition, the Court issued a Writ of Injunction or "Blanket Stay" covering Registrant and its assets during the time that the Registrant is in receivership. The Blanket Stay will remain in place unless otherwise waived by the Receiver, or it is vacated by the Court or alternatively, lifted by the Court, upon a "motion to lift stay" duly made and approved by the Nevada District Court. The purpose of the "Blanket Stay" is to protect the estate and prevent interference with its administration while the Registrant's financial issued are fully analyzed and resolved. As part of this process, creditors will be notified and required to provide claims in writing under oath on or before the deadline stated in the notice provided by the Receiver or those claims will be barred under NRS §78.675.

The Registrant determined that it was in its best interest and those of its shareholders and creditors to seek protection under receivership after evaluating its options following the order for judgment in favor of Cromogen in the matter entitled Cromogen Biotechnology Corporation vs. Earth Science Tech, Inc.. The appointment of Strongbow Advisors, Inc. and Robert Stevens as Receiver was approved unanimously by the Registrant's Board of Directors and a majority of its debt holders. Strongbow and Stevens were selected because of their reputation of helping companies restructure and continue to execute on their business plans, albeit under a debt and capital structure that allows them to succeed. Unlike many receivers who simply look to wind up the affairs of a company and liquidate its assets, Stevens and Strongbow have built a reputation and differentiated themselves by assisting companies with financings and working in the capital markets to help companies raise the capital needed not only to pay debts but to build and grow their businesses. As a result, they are almost hyper-vigilant in protecting their companies' shareholders and are not focused solely on creditors.

About Strongbow Advisors, Inc.

After lengthy discussions with its principal, Robert Stevens, and after having had an opportunity to research the history of some of the companies for which he and his firm were judicially appointed as receiver, Earth Science's management is optimistic about having Strongbow Advisors serve as its Receiver. As stated, unlike many receivers who take a liquidation approach to their judicial roles, Stevens has a pragmatic philosophy of helping companies to restructure and use, what is generally considered, a negative situation as an opportunity for them to become better, stronger, more vibrant, operating companies. Stevens has a firm commitment to protecting creditors and shareholders alike; however, it's his attention to an enterprise as a whole and in particular on the business' shareholders that truly differentiates Strongbow Advisors and him from other receivers.

In his role as receiver, Stevens has reorganized companies that emerge from receivership having fully settled all of their liabilities and recovered significant value for their shareholders, to continue as stronger successful companies. As an example, in one case we reviewed, while in receivership the company was not only able to raise capital and pay its creditors in full, it was also able to recover all of the value for the investing shareholders dating back to its IPO in 2008; and in that case, those IPO investors had not only not lost money, but were able to realize substantial returns on their investments as shareholders.

In short, Stevens has a breadth of experience as a receiver helping companies and their creditors, shareholders and other constituents who have effectively "found themselves with lemons," to "make high quality lemonade." As such Earth Science is optimistic that it will be another one of Strongbow's success stories.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit No. | Description |
|--------------------|--------------------|
|--------------------|--------------------|

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| 10.1 | Agreement between Registrant and Aaron Decker & Derrick West dated January 11, 2019 |
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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 its behalf by the undersigned hereunto duly authorized.

Dated: January 16, 2019

EARTH SCIENCE TECH, INC.

By: /s/ *Nickolas S. Tabraue*

Name: Nickolas S. Tabraue

Title: President

TRANSFER OF MAJORITY OWNERSHIP AND CONTROL OF CORPORATION

This Agreement is made this 11th day of January, 2019 by and between EARTH SCIENCE TECH, , a Nevada corporation, (hereinafter referred to as "EST") the principal office of which is located at 8000 NW31st Street, Unit 19, Doral, Florida 33122 and KANNABIDIOLD INC., a Florida corporation, (hereinafter referred to as ("KBD") the principal office of which is located at 8000 NW 31st Street, Unit 19, Doral, Florida 33122, AARON DECKER, an individual and DERRICK WEST, an individual, (hereinafter referred to as "D&W") has been prepared and executed to establish that:

WHEREAS, EST is in the business of producing and marketing CBD and CBD-related products domestically and throughout the world; and

WHEREAS, KBD is a corporate subsidiary of EST which is specifically devoted to the formulation of CBD-related recreational consumer products and the advancement of science and technology related thereto; and

WHEREAS, D&W are individuals with specific skills, talents and aspirations regarding the business of KBD and the ability to both fund and operate KBD creatively and profitably; and

WHEREAS, the parties have accordingly made certain agreements relative to the disposition of KBD and for the exploitation of KBD's potential as more particularly set forth below;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, and a symbolic exchange of \$10.00 in specie it is agreed as follows:

1. Transfer Parameters:

Upon execution of this agreement EST will transfer, set over and assign to D&W 95% of all of the issued and outstanding shares of stock in and to KBD and the resignations of any and all present officers and directors. The latter shall include a statement of such officers and directors that they are not owed and do not claim any obligations of any kind of or from KBD and do not know of any obligation of any nature not disclosed in the books and records of the company to be delivered. The transfer shall place D&W or their corporate nominee in full control of KBD for all purposes, subject to their undertaking aggressively and assiduously to pursue the growth of KBD's business and to maximize its customer base, product line and profitability. It is understood that the corporate charter of KBD is intended to be re-established in the State of Virginia.

2. Consideration/Retention of Interest:

Due to the importance and severity, further explanation of an "Audit" needs to be established upfront. Clarification of what documents will be considered acceptable and expected. After discussing this with Nick Tabraue (President/Chairman of Earth Science Tech) we agreed bank statements and invoices would suffice for an Audit if requested.

EST's retained 5% interest shall entitle it, unconditionally, to receive 5% of gross earnings on a monthly basis. "Gross earnings" shall be computed on the basis of accepted and regular accounting practices and principles uniformly and un-prejudicially applied. EST shall have the right, on request, to audit the records of D&W to confirm the accuracy of calculations and remittances. Any discrepancy in excess of 5% shall entitle EST to be compensated for the cost of the audit or inspection. Bank statements and invoices shall be sufficient for audit purposes unless the auditing agency, in their reasonable judgment shall determine that further verification is called for.

3. Rationale Expressed:

The business considerations underlying and informing this agreement are as follows and shall govern performance: EST has created the brand "Kannabidioid" for recreational CBD-related and/or enhanced products. It has certain formulas relating to the products and very limited inventory. It does not have at the present time the practical ability to exploit the brand and the prospects it presents in an effective way. D&W have the experience, the acumen, the capital and the willingness to undertake the development of the brand which they have agreed to do for a 95% interest in the corporation. EST is satisfied, in reliance on the undertaking of D&W to do all things reasonably possible to achieve market penetration and profitability, to effect the transfer of ownership.

4. Labeling:

All products manufactured and distributed by D&W, under any name, label or brand, shall include the following legend: "CBD derived by ETST".

5. Assets and Dispensations Included:

Transfer shall include all assets of the corporation including, without intending any limitation of the generality of the foregoing, all sales and receipt information, all vendor and supplier information, all research and development information and any and all strategic plans, strategies and/or product concepts developed to date. This shall not require divulging information which relates solely or primarily to EST and is of a confidential nature.

6. Re-evaluation:

By the review date (6 months after product launch) D&W shall provide accurate and complete data reflecting the gross amount of product sales through such date and the amount actually invested by them in product advancement. The latter amount shall not include wages, salaries or other distributions to employees and/or principals constituting compensation, nor general overhead. It shall reflect moneys invested in research, promotion and development and sales inducements. If such amount shall not equal or exceed \$20,000.00, EST shall have the option of repealing the exclusivity of D&W with respect to its CBD products and may produce and distribute same at its discretion so long as it uses no name therefor which implies, suggests or denotes any connection with "KBD" or any other name employed by D&W in connection with the CBD business.

7. Purpose

The object and purpose of this enterprise, as stated above, is to bring all elements together and to bear that are reasonably necessary for the operation and management of KBD; to render KBD successful through the infusion of capital, management and creativity to be provided by W&D.

8. Special Actions/Approval Requirements

The following actions shall require, under any circumstances, unanimous and mutual approval of EST by resolution of its Board of Directors to wit:

- a. A merger or consolidation of KBD with any other entity;
- b. The sale transfer or other disposition of all or substantially all of the assets of KBD.
- c. Filing of bankruptcy of KBD or any comparable proceeding predicated on insolvency, reorganization, recapitalization or disposition of creditors;

9. Miscellaneous.

9.1 Rights of Parties to Engage in Other Business Ventures. Nothing in this agreement shall be deemed to prohibit a party from engaging in owning any interest in any other business venture or activity notwithstanding same may be deemed competitive.

9.2 Notices. Notice under this agreement shall be in writing and shall be deemed given when received by the party to be notified whether given in person, by mail, by courier or by telecopier at the address for each party set forth above. A party may change its address or telecopier number at any time by notice to the other parties.

9.3 Severability. If any provision of this agreement (or portion thereof) or the application of such provision (or portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable, the remainder of this agreement, or the application of such provision (or portion thereof) to any person or circumstance, other than those to which it is held invalid, illegal or unenforceable, shall not be affected.

9.4 Remedies Not Exclusive. Anything in this agreement to the contrary notwithstanding, the remedies set forth in this agreement shall not be deemed exclusive of any other remedies that any party thereto may have in connection with this agreement or the breach thereof by any other party.

9.5 Entire Agreement. This agreement contains the entire understanding between the parties concerning the Joint Enterprise and supersedes any prior or contemporaneous agreements between them, written or oral, with respect to the same subject matter.

9.6 Execution in Counterparts. This agreement may be executed in counterparts and shall be binding upon each party executing this or any counterpart.

9.7 Binding Effect. This agreement shall be bind upon and inure to the benefit of each of the parties and their respective successors and permitted assigns.

9.8 Interpretation of Syntax and Headings. All references made and pronouns used in this agreement shall be construed in the singular or plural, and in such gender, as the sense and circumstances require. Section headings appearing in this agreement are for convenience of the reader; and shall not be deemed to modify, limit or define the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

9.9 Article and Section References. Except as otherwise indicated, all references to articles or sections shall refer to articles or sections (or subsections), as the case may be, of this agreement.

9.10 Saturday, Sunday or Holiday. If any date upon which an action or a transaction shall take place falls on Saturday, Sunday or a legal holiday, then the action or transaction shall take place on the first business day immediately following that date.

9.11 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Virginia in the United States of America.

IN WITNESS WHEREOF, each of the parties has executed this agreement as of the dated indicated above.

Date: _____

EARTH SCIENCE TECH, INC.

By: _____
By: NICHOLAS TABRAUE, President

Date: _____

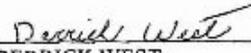
KANNABIDIROID, INC.

By: _____
By: NICHOLAS TABRAUE, President

Date: 1/11/2019


AARON DECKER

Date: 1/11/19


DERRICK WEST