As filed with the Securities and Exchange Commission on April 14, 2015

Registration No. 333-_____

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-1
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

MEDICINE MAN TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Nevada	**8742**	**46-5289499**
(State or other jurisdiction of Incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

13791 E. Rice Place, Suite 107.
Aurora, CO 80015
(303) 481-4419
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Brett Roper
Chief Operating Officer
MEDICINE MAN TECHNOLOGIES, INC.
13791 E. Rice Place, Suite 107.
Aurora, CO 80015
(303) 481-4419
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Andrew I. Telsey, Esq.
Andrew I. Telsey, P.C.
12835 E. Arapahoe Road
Tower I Penthouse #803
Centennial, CO 80112
Tel: (303) 768-9221

As soon as practicable after the effective date of this Registration Statement
(Approximate date of commencement of proposed sale to the public)

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a small reporting company:

☐ Large accelerated filer

☐ Accelerated filer

☐ Non-accelerated filer (Do not check if a smaller reporting company)

☒ Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share (1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, Par value $0.001 per share ……	1,604,000	$1.00	$1,604,000	$186.38

(1) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(a) under the Securities Act of 1933.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

Subject to Completion, dated April 14, 2015

PROSPECTUS

PRELIMINARY PROSPECTUS

MEDICINE MAN TECHNOLOGIES, INC.

1,604,000 Shares of Common Stock

This Prospectus relates to the offer and sale of up to 1,604,000 shares of our Common Stock ("Common Stock") held by Selling Stockholders listed beginning on page 16 of this Prospectus (the "Selling Stockholders"), (the "Offering"). *See* "SELLING STOCKHOLDERS."

The Selling Stockholders may sell their shares of our Common Stock (the "Shares") from time to time at the initial price of $1.00 per share until our common shares are quoted on the OTCQB and thereafter at prevailing market prices or privately negotiated prices. *See* "DETERMINATION OF OFFERING PRICE," "SELLING STOCKHOLDERS" and "PLAN OF DISTRIBUTION."

We will pay the expenses of registering these Shares. We will not receive any proceeds from the sale of Shares of Common Stock in this Offering. All of the net proceeds from the sale of the Shares will go to the Selling Stockholders. The Selling Shareholders are expected to receive aggregate net proceeds of approximately $1,604,000 from the sale of their Shares (approximately $1.00 per share).

Our Common Stock is not currently listed for trading on any exchange. It is our intention to seek quotation on the OTCQB if we qualify for listing on the same. There can be no assurances that our Common Stock will be approved for trading on the OTCQB, or any other trading exchange.

This Prospectus is part of a registration statement that we have filed with the US Securities and Exchange Commission. Prior to filing of our registration statement, we were not a reporting company under the Securities Exchange Act of 1934, as amended. Following the effectiveness of our registration statement we will become subject to the reporting requirements under the aforesaid Act.

We are an "emerging growth company" as defined under the federal securities laws and are subject to reduced public company reporting requirements.

Investing in our Common Stock involves a high degree of risk. You should invest in our Common Stock only if you can afford to lose your entire investment.

SEE "RISK FACTORS" BEGINNING ON PAGE 7.

The information in this Prospectus is not complete and may be changed. This Prospectus is included in the registration statement that was filed by MEDICINE MAN TECHNOLOGIES, INC. with the Securities and Exchange Commission. The Selling Stockholders may not sell these Shares until the registration statement becomes effective. This Prospectus is not an offer to sell these Shares and is not soliciting an offer to buy these Shares in any State where the offer or sale is not permitted.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this Prospectus is _____, 2015

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PROSPECTUS SUMMARY

This summary provides an overview of certain information contained elsewhere in this Prospectus and does not contain all of the information that you should consider or that may be important to you. Before making an investment decision, you should read the entire Prospectus carefully, including the "RISK FACTORS" section and the financial statements and the notes to the financial statements. In this Prospectus, the terms "the "Company," "we," "us" and "our" refer to MEDICINE MAN TECHNOLOGIES, INC., unless otherwise specified herein.

We were incorporated on March 20, 2014, in the State of Nevada. On May 1, 2014, we entered into a non-exclusive Technology License Agreement with Futurevision, Inc., f/k/a Medicine Man Production Corporation, a Colorado corporation, dba Medicine Man Denver ("Medicine Man Denver"), a company owned and controlled by affiliates of our Company, whereby Medicine Man Denver granted us a license to use all of their proprietary processes they have developed, implemented and practiced at its cannabis facilities relating to the commercial growth, cultivation, marketing and distribution of medical marijuana and recreational marijuana pursuant to relevant state laws and the right to use and to license such information, including trade secrets, skills and experience (present and future) (the "Medicine Man Denver License Agreement"). See "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS."

We are already working with existing companies and independent consultants within the cannabis industry by licensing our specific cultivation, dispensary and other related technologies, with specific protections and our non-disclosure agreement in place. We do not provide our operations manual of training to potential licensees until they have a state granted license in place.

We focus on providing assistance to our clients in three principal business segments of the cannabis industry, including (i) cultivation; (ii) the dispensary business model, including combinations and other variables related to the retail model configuration; and (iii) general business and referral management for other related service providers for our clients. We strongly support the combination of both of these components for any licensee candidate so that they may have better control over their overall business destiny but offer a separate cultivation and dispensary license as needed. As of the date of this Prospectus we have a total of five (5) active license agreements to whom we provide assistance, including two (2) cultivation license agreements with Nevada and Illinois companies, two (2) cultivation and dispensary license agreements with companies in Nevada and Florida, and one other dispensary only license with an Illinois company. As of the date of this Prospectus we have generated approximately $375,000 in revenues arising out of licensing arrangements since commencement of our operations. As of the date of this Prospectus we have contracts to generate $450,000 of new work during 2015 and while no assurances can be provided that we will collect this amount or enter into additional contracts with clients, we are optimistic that this will occur. This does not include future business noting we are currently in pre-licensure negotiations with business groups having interests in Arizona, Alaska, Florida, Hawaii, Maryland, Missouri, New York, Ohio, Pennsylvania and Texas. There are no assurances that we will generate additional contracts and/or revenues from these efforts.

Our business model has five distinct premises wherein we provide services to our clients, including:

- Clients may adopt and utilize the intellectual property, technology and training we offer thereby providing the various state and local jurisdictions they are making application to with the reliable underpinnings of a well-known and respected cultivation and dispensary operation, Medicine Man Denver.

- Our clients should be able to avoid the multitude of costly mistakes generally made by many start-up business ventures in the cannabis industry, as well as base their business operations on an efficient industrial cultivation process that has no singular dependence on a "guru" or "master grower," instead relying on the experience of a team based culture that has a substantial depth of successful operating experience.

- Our clients will become a part of a larger licensee network that will 'share' the sum of its experience across this network as managed by us, thereby aggregating the experience of a much larger group all having the same motivation for which we intend to create a 'culture' generation approach that will exclusively serve the whole licensure network. While no assurances can be provided, we believe that this unique feature provides us with a strong advantage over others in this space trying to deliver similar services and will in fact over time be adopted by our competitors.

- Our clients will be able to have access to a knowledgeable second opinion source as they consider how best to enter the cannabis market that can assist them in the general development of their various business assumptions relative to real estate, operations, forecasting, business plan development and other related aspects of the cannabis industry.

- Our clients will have access to a substantial experience and knowledge base as they consider their ongoing options in the pre-public and public market space, as we believe we are capable of offering a second opinion and due diligence support structure to such strategies as they evolve, rather than after such a plan is developed.

Through our relationship with Medicine Man Denver we intend to continue to invest in our technology and intellectual property through active participation with our growing licensure group to develop the best practices in this industry to remain a low cost producer while maintaining the highest levels of safety, quality, and consistency. *See* "DESCRIPTION OF BUSINESS."

We commenced operations in May 2014. During the eight months of operations in 2014 we generated revenues of $251,891 and incurred a net loss of ($31,581) as of December 31, 2014, which includes a charge of $59,200 for stock based expense. Total stockholders' equity at December 31, 2014 was $284,806. As of December 31, 2014, we had $54,510 in cash. *See* "RISK FACTORS" and "FINANCIAL STATEMENTS."

Our executive offices are located at 13791 E. Rice Place, Suite 107, Aurora, CO 80015, telephone (303) 481-4419 **.** Our website address is www.medicinemantechnologies.com.

About The Offering

Common Stock to be Offered by Selling Shareholders	1,604,000 shares. This number represents approximately 16.23% of the total number of shares outstanding following this Offering.
Number of shares outstanding before and after the Offering	9,885,000 (1)
Use of Proceeds	We will not receive any proceeds from the sale of the Common Stock.
Risk Factors	See the discussion under the caption "RISK FACTORS" and other information in this Prospectus for a discussion of factors you should carefully consider before deciding to invest in our Common Stock.

(1) Because we are not selling any of our Common Stock as part of this Offering, the number of issued and outstanding shares of our Common Stock will remain the same following this Offering.

Selected Financial Data

The following selected financial data should be read in conjunction with our financial statements and the related notes to those statements included in "FINANCIAL STATEMENTS" and with "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS" appearing elsewhere in this Prospectus. The selected financial data has been derived from our audited financial statements.

Statement of Operations:

	Year Ended December 31, 2014
Revenues	$ 251,891
Total operating expenses	$ 285,411
Loss from operations	$ (33,520)
Other income (expense)	$ 3,123
Provision for income tax	$ 3,143
Net loss	$ (34,724)
Net income per share – (basic and fully diluted)	$.(004)
Weighted common shares outstanding	9,840,000

Balance Sheet:

	December 31, 2014
Cash	$ 54,510
Current assets	$ 307,633
Total assets	$ 307,633
Current liabilities	$ 22,827
Total liabilities	$ 22,827
Total stockholders' equity	$ 284,806

SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

We have made some statements in this Prospectus, including some under "RISK FACTORS," "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS," "DESCRIPTION OF BUSINESS" and elsewhere, which constitute forward-looking statements. These statements may discuss our future expectations or contain projections of our results of operations or financial condition or expected benefits to us resulting from acquisitions or transactions and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any results, levels of activity, performance or achievements expressed or implied by any forward-looking statements. These factors include, among other things, those listed under "RISK FACTORS" and elsewhere in this Prospectus. In some cases, forward-looking statements can be identified by terminology such as "may," "should," "could," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these terms or other comparable terminology. Although we believe that the expectations reflected in forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements.

RISK FACTORS

An investment in our Common Stock is a risky investment. In addition to the other information contained in this Prospectus, prospective investors should carefully consider the following risk factors before purchasing shares of our Common Stock offered hereby. We believe that we have included all material risks.

Risks Related to our Operations

We have limited operational history in an emerging industry that has been legalized in some states but remains illegal in others and under federal law, making it difficult to accurately predict and forecast business operation.

Because we have only a limited operational history it is and will continue to be extremely difficult to make accurate predictions and forecasts on our growth and finances. This challenge is compounded by the fact we operate in the technology side of the cannabis industry. There is no guarantee our services will remain attractive to potential and current clients as our industry continues to grow and develop.

Additionally, though our management team has varied and extensive business backgrounds and technical expertise, they, along with everyone else involved in the cannabis industry, have limited substantive prior working experience and managing operations in our industry. Because of our limited operating history and the recent development of the cannabis industry in general, it is very difficult to evaluate our business and the future prospects. We will encounter risks and difficulties and, in order to overcome these risks and difficulties, we believe we must:

- Execute our business and marketing strategy successfully;
- Increase the number of clients;
- Meet the expected demand with quality, timely services;
- When appropriate, partner with affiliate marketing companies to explore the demand;
- Leverage initial relationships with earliest customers;
- Upgrade our product and services and continuously provide wider distribution; and
- Attract, hire, motivate and retain qualified personnel.

If these objectives are not achieved our results of operations could suffer.

We are relying heavily upon the various federal governmental memos issued in the past (Ogden, Cole, and others) to remain acceptable to those state and federal entities that regulate, enforce, or choose to defer enforcement of certain current regulations and that the Federal Government will not change this attitude to those practitioners in the cannabis industry as long as they comply with their state and local jurisdictional rules and authorities.

We are dependent on enforcement of proprietary rights.

When entering into confidentially agreements with our employees, consultants and corporate clients we try our best to control access to and distribution of our technologies, documentation and other proprietary information. Despite efforts to protect our proprietary rights from unauthorized use or disclosure, parties may attempt to disclose, obtain or use our products, solutions or technologies. We cannot be certain that the steps we take will prevent misappropriation of our solutions or technologies. Further, this is particularly difficult in foreign countries where the laws or law enforcement may not protect its proprietary rights as fully as in the United States. As of the date of this Prospectus we are not conducting any operations outside of the US and have no plans to do so except for possibly of licensing or services deployment in Canada.

Although we believe we will have the contractual right to use our technology and associated trade secrets, there can be no assurance that third parties will not assert claims against us.

In addition, others may claim rights to the same technology or trade secrets. We have obtained these rights through our license agreement with Medicine Man Denver, who is the party responsible for enforcing all rights they have to their technology and other trade secrets. The principals of Medicine Man Technology are also principals of our Company and while no assurances can be provided, we are confident that Medicine Man Denver will undertake all action necessary to protect its intellectual property rights.

From time to time we may be subject to claims in the ordinary course of our business, including claims of alleged infringement of the trademarks, patents and other intellectual property rights of third parties by us or our clients. Any such claims, or any resultant litigation, should it occur, could subject us to significant liability for damages and could result in the invalidation of our contractual proprietary rights. In addition, even if we were to win any such litigation, such litigation could be time-consuming and expensive to defend, and could result in the diversion of time and attention, any of which could materially or adversely affect our business, results of operations and financial condition. Any claims or litigation may also result in limitations on our ability to use such trademarks, patents and other intellectual property unless we enter into arrangement with such third parties, which may be unavailable on commercially reasonable terms.

Our success is dependent upon our ability to develop markets.

Our ability to successfully penetrate the cannabis channel as well as other target markets will determine actual operating results. While we anticipate the creation of a compelling services model for our potential clients, we may not be able to fully develop our planned service offering(s) in a manner that is predictable or profitable.

Competition in our industry is intense.

There are many competitors in the cannabis industry, including many who offer similar services as those offered by us. There can be no guarantees that in the future other companies won't enter this arena by developing products that are in direct competition with us. We anticipate the presence as well as entry of other companies in this market space but acknowledges that we may not be able to establish or if established, to maintain a competitive advantage. Some of these companies may have longer operating histories, greater name recognition, larger customer bases and significantly greater financial, technical, sales and marketing resources. This may allow them to respond more quickly than us to market opportunities. It may also allow them to devote greater resources to the marketing, promotion and sale of their products and or services. These competitors may also adopt more aggressive pricing policies and make more attractive offers to existing and potential customers, employees, strategic partners, distribution channels and advertisers. Increased competition is likely to result in price reductions, reduced gross margins and a potential loss of market share.

Due to our limited financial resources, litigation could negatively impact our financial condition even if we have not caused damages to any potential claimant.

Litigation is used as a competitive tactic both by established companies seeking to protect their existing position in a market and by emerging companies attempting to gain access to a market. In such litigation, complaints may be filed on a variety of grounds, including but not limited to antitrust violations, breach of contract, trade secret, patent or copyright infringement, patent or copyright invalidity and unfair business practices. If we are forced to defend ourselves against such claims, whether or not meritorious, we are likely to incur substantial expense and diversion of management attention, and may encounter market confusion and the reluctance of licensees and distributors to commit resources to us.

We have limited capitalization and limited funds available for operations; we may require additional financing.

Expansion of our business will require capital expenditures. Our capital requirements will depend upon numerous factors, including the size and success of our marketing and sales network, our service related offering efforts, and the demand for our services. If funds generated from our operations are insufficient to allow us to grow as we hope to do, we may need to raise additional funds through public or private financing. No assurance can be given that additional financing will be available or that, if available, it will be obtained on terms favorable to us. If adequate funds are not available we may have to reduce or eliminate expenditures which would have a material adverse effect on our results of operations.

While we are confident we will have sufficient funds from operations to fully implement our business plan, there can be no assurances this will occur. If we do require additional funds to implement our business, as of the date of this Prospectus no one has committed to provide us any capital. If we are unsuccessful in raising any additional capital if and when needed or identified we will be unable to fully execute our current business strategy and are likely to be unable to sustain our operations. If adequate capital cannot be obtained under terms we can support, we will be forced to curtail or delay the expansion of our sales and marketing capabilities, which could cause our results of operations to suffer.

Our management and principal shareholders have the ability to significantly influence or control matters requiring a shareholder vote and other shareholders may not have the ability to influence corporate transactions.

Currently, our principal shareholders own in excess of a majority of our outstanding Common Stock. As a result, they have the ability to determine the outcome on all matters requiring approval of our shareholders, including the election of directors and approval of significant corporate transactions.

Our management may have conflicts of interest.

Some members of our management are employed on a full time basis by other businesses involved in a range of business activities. Consequently, there are potential inherent conflicts of interest in their acting as officers and directors of our Company. We believe that none currently exist but it is the intent of the management to keep any transactions free of conflicts of interest. Management is also working on the creation of job specific tasking as well as non-compete agreements that will be deployed as possible and as related to our existing and future team members.

Our current officers and directors have other interests outside of our business and we have not as yet entered into employment agreements with them.

While we are in the process of negotiating employment agreements with our non-independent officers and directors that will define these relationships in a manner that provides sufficient motivation to our officers and directors to remain an ongoing part of our business, there are no assurances that these agreements will be executed. Loss of any of our members of management will have a negative impact upon our business efforts and results of operations.

There is no assurance we can generate profitability.

During our short existence we have generated what we consider to be significant revenues from our operations and generated a net loss of $31,581, which includes $59,540 in stock based compensation, from our operations to date. While we believe we will being generating profits this year, there are no assurances we will generate profits during 2015 or at all in the future.

We are dependent upon our management to continue our growth.

We believe we will rapidly and significantly expand our operations and growth as a result of the continued expansion of the cannabis industry. There are no assurances this will occur. However, if it does occur we will need to significantly expand our administrative facilities which will continue to be required in order to address potential market opportunities. The rapid growth will place a significant strain on our management and operational and financial resources. Our success is principally dependent on our current management personnel for the operation of our business.

We may not be able to hire or retain qualified staff. If qualified and skilled staff are not attracted and retained, growth of our business may be limited. The ability to provide high quality service will depend on attracting and retaining educated staff, as well as professional experiences that is relevant to our market, including for marketing, technology and general experience in this industry. There will be competition for personnel with these skill sets. Some technical job categories may experience severe shortages in the United States.

Our ability to deliver quality services depends on our ability to manage and expand our marketing, operational and distribution systems, recruit additional qualified employees and train, and manage and motivate both current and new employees. Failure to effectively manage our growth would have a material adverse effect on our business.

Risks Related to Our Industry

Our proposed business is dependent on state laws pertaining to the cannabis industry.

As of the date of this Prospectus, 23 states and the District of Columbia allow their residents to use medical cannabis. While voters in the states of Colorado, Washington, Oregon and Alaska, as well as the District of Columbia approve ballot measures to legalize cannabis for adult use, continued expansion of such 'recreational use' is not well defined at this time and any continued development of the cannabis industry will be dependent upon continued new legislative authorization of cannabis at the state, and perhaps the federal level. Any number of events or occurrences could slow or halt progress all together in this space. While progress within the cannabis industry channel is currently encouraging, growth is not assured. While there appears to be ample public support for favorable legislative action, numerous factors may impact or negatively affect the legislative process(s) within the various states we have business interests in. Any one of these factors could slow or halt use of cannabis, which would negatively impact our business up to possibly causing us to discontinue operations.

Cannabis remains illegal under federal law.

Despite the development of a cannabis industry legal under state laws, state laws legalizing medicinal and adult cannabis use are in conflict with the Federal Controlled Substances Act, which classifies cannabis as a Schedule I controlled substance and makes cannabis use and possession illegal on a national level. The United States Supreme Court has ruled that it is the Federal Government that has the right to regulate and criminalize cannabis, even for medical purposes, and thus federal law criminalizing the use of cannabis preempts state laws that legalize its use. However, the Obama Administration has effectively stated that it is not an efficient use of resources to direct federal law enforcement agencies to prosecute those lawfully abiding by state-designated laws allowing the use and distribution of medical and recreational cannabis. Yet, there is no guarantee that the Obama Administration will not change its stated policy regarding the low-priority enforcement of federal laws in states where cannabis has been legalized. Additionally, we face another presidential election cycle in 2016, and a new administration could introduce a less favorable policy or decide to enforce the federal laws strongly. Any such change in the Federal Government's enforcement of federal laws could cause significant financial damage to us and our shareholders.

As the possession and use of cannabis is illegal under the Federal Controlled Substances Act, we may be deemed to be aiding and abetting illegal activities through the services that we provide to users and advertisers. As a result, we may be subject to enforcement actions by law enforcement authorities, which would materially and adversely affect our business.

Under federal law, and more specifically the Federal Controlled Substances Act, the possession, use, cultivation, and transfer of cannabis is illegal. Our business provides services to customers that are engaged in the business of possession, use, cultivation, and/or transfer of cannabis. As a result, law enforcement authorities, in their attempt to regulate the illegal use of cannabis, may seek to bring an action or actions against us, including, but not limited to, a claim of aiding and abetting another's criminal activities. The federal aiding and abetting statute provides that anyone who "commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal." 18 U.S.C. §2(a). As a result of such an action, we may be forced to cease operations and our investors could lose their entire investment. Such an action would have a material negative effect on our business and operations.

Federal enforcement practices could change with respect to services providers to participants in the cannabis industry, which could adversely impact us. If the Federal Government were to change its practices, or were to expend its resources enforcing existing federal laws on such providers in the cannabis industry, such action could have a materially adverse effect on our operations, our customers, or the sales of our products up to and including a complete interruption of our business.

It is possible that additional federal or state legislation could be enacted in the future that would prohibit our clients from selling cannabis, and if such legislation were enacted, such clients may discontinue the use of our services, and our potential source of customers would be reduced causing revenues to decline. Further, additional government disruption in the cannabis industry could cause potential customers and users to be reluctant to use our services, which would be detrimental to us. We cannot predict the nature of any future laws, regulations, interpretations or applications, nor can we determine what effect additional governmental regulations or administrative policies and procedures, when and if promulgated, could have on our business.

Risks Relating to our Common Stock

There is no trading market for our securities and there can be no assurance that such a market will develop in the future.

We intend to cause an application to be filed on our behalf to trade our Common Stock on the Over-the-Counter Bulletin Board ("OTCQB") in the near future. There is no assurance that our application will be approved, or once approved that a market will develop in the future or, if developed, that it will continue. In the absence of a public trading market, an investor may be unable to liquidate his investment in our Company.

There are no automated systems for negotiating trades on the OTCQB and it is possible for the price of a stock to go up or down significantly during a lapse of time between placing a market order and its execution, which may affect your trades in our securities.

Because there are no automated systems for negotiating trades on the OTCQB, they are conducted via telephone. In times of heavy market volume, the limitations of this process may result in a significant increase in the time it takes to execute investor orders. Therefore, when investors place market orders, an order to buy or sell a specific number of shares at the current market price, it is possible for the price of a stock to go up or down significantly during the lapse of time between placing a market order and its execution.

If our application to trade our Common Stock is approved, our stock will be considered a "penny stock" so long as it trades below $5.00 per share. This can adversely affect its liquidity.

If our application to trade our Common Stock on the OTCQB is approved, of which there can be no assurance, it is anticipated that our Common Stock will be considered a "penny stock" and will continue to be considered a penny stock so long as it trades below $5.00 per share and as such, trading in our Common Stock will be subject to the requirements of Rule 15g-9 under the Securities Exchange Act of 1934. Under this rule, broker/dealers who recommend low-priced securities to persons other than established customers and accredited investors must satisfy special sales practice requirements. The broker/dealer must make an individualized written suitability determination for the purchaser and receive the purchaser's written consent prior to the transaction.

SEC regulations also require additional disclosure in connection with any trades involving a "penny stock," including the delivery, prior to any penny stock transaction, of a disclosure schedule explaining the penny stock market and its associated risks. In addition, broker-dealers must disclose commissions payable to both the broker-dealer and the registered representative and current quotations for the securities they offer. The additional burdens imposed upon broker-dealers by such requirements may discourage broker-dealers from recommending transactions in our securities, which could severely limit the liquidity of our securities and consequently adversely affect the market price for our securities. In addition, few broker or dealers are likely to undertake these compliance activities. Other risks associated with trading in penny stocks could also be price fluctuations and the lack of a liquid market.

Any adverse effect on the market price of our Common Stock could make it difficult for us to raise additional capital through sales of equity securities at a time and at a price that we deem appropriate.

Sales of substantial amounts of our Common Stock, or in anticipation that such sales could occur, may materially and adversely affect prevailing market prices for our Common Stock, if and when such market develops in the future.

The market price of our Common Stock may fluctuate significantly in the future.

If our application to trade our Common Stock on the OTCQB is approved, we expect that the market price of our Common Stock may fluctuate in response to one or more of the following factors, many of which are beyond our control:

- competitive pricing pressures;
- our ability to market our services on a cost-effective and timely basis;
- our inability to obtain working capital financing, if needed;
- changing conditions in the market;
- changes in market valuations of similar companies;
- stock market price and volume fluctuations generally;
- regulatory developments;
- fluctuations in our quarterly or annual operating results;
- additions or departures of key personnel; and
- future sales of our Common Stock or other securities.

The price at which you purchase shares of our Common Stock may not be indicative of the price that will prevail in the trading market. You may be unable to sell your shares of Common Stock at or above your purchase price, which may result in substantial losses to you and which may include the complete loss of your investment. In the past, securities class action litigation has often been brought against a company following periods of stock price volatility. We may be the target of similar litigation in the future. Securities litigation could result in substantial costs and divert management's attention and our resources away from our business. Any of the risks described above could adversely affect our sales and profitability and also the price of our Common Stock.

Provisions of our Articles of Incorporation and Bylaws may delay or prevent a take-over that may not be in the best interests of our stockholders.

Provisions of our Articles of Incorporation and Bylaws may be deemed to have anti-takeover effects, which include when and by whom special meetings of our stockholders may be called, and may delay, defer or prevent a takeover attempt.

The requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain executive management and qualified board members.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, the Sarbanes-Oxley Act, the Dodd-Frank Act, and other applicable securities rules and regulations. Compliance with these rules and regulations will increase our legal and financial compliance costs, make some activities more difficult, time-consuming or costly and increase demand on our systems and resources, particularly after we are no longer an "emerging growth company," as defined in the Jumpstart our Business Startups Act, or the JOBS Act. The Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and operating results. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight may be required. As a result, management's attention may be diverted from other business concerns, which could adversely affect our business and operating results. We may need to hire more employees in the future or engage outside consultants, which will increase our costs and expenses.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be adversely affected.

However, for as long as we remain an "emerging growth company," we may take advantage of certain exemptions from various reporting requirements that are applicable to public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. We may take advantage of these reporting exemptions until we are no longer an "emerging growth company."

We would cease to be an "emerging growth company" upon the earliest of: (i) the first fiscal year following the fifth anniversary of this offering, (ii) the first fiscal year after our annual gross revenues are $1.0 billion or more, (iii) the date on which we have, during the previous three-year period, issued more than $1.0 billion in non-convertible debt securities, or (iv) as of the end of any fiscal year in which the market value of our Common Stock held by non-affiliates exceeded $700 million as of the end of the second quarter of that fiscal year.

We also expect that being a public company and these new rules and regulations will make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage once we put such coverages in place, which we intend to implement in the near future. These factors could also make it more difficult for us to attract and retain qualified members of our board of directors, particularly to serve on our audit committee and compensation committee, and qualified executive officers.

As a result of disclosure of information in this Prospectus and in filings required of a public company, our business and financial condition will become more visible, which we believe may result in threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business and operating results could be adversely affected, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and adversely affect our business and operating results.

The market price for our Common Stock will be particularly volatile given our status as a relatively unknown company, with a limited operating history and lack of profits which could lead to wide fluctuations in our share price. You may be unable to sell your Common Stock at or above your purchase price, which may result in substantial losses to you.

While there is no market for our Common Stock, our price volatility in the future will be particularly volatile when compared to the shares of larger, more established companies that trade on a national securities exchange and have large public floats. The volatility in our share price will be attributable to a number of factors. First, our Common Stock will be, compared to the shares of such larger, more established companies, sporadically and thinly traded. As a consequence of this limited liquidity, the trading of relatively small quantities of shares by our shareholders may disproportionately influence the price of those shares in either direction. The price for our shares could decline precipitously in the event that a large number of our Common Stock are sold on the market without commensurate demand. Secondly, we are a speculative or "risky" investment due to our limited operating history and lack of profits to date, and uncertainty of future market acceptance for our potential products. As a consequence of this enhanced risk, more risk-adverse investors may, under the fear of losing all or most of their investment in the event of negative news or lack of progress, be more inclined to sell their shares on the market more quickly and at greater discounts than would be the case with the stock of a larger, more established company that trades on a national securities exchange and has a large public float. Many of these factors are beyond our control and may decrease the market price of our Common Stock, regardless of our operating performance. We cannot make any predictions or projections as to what the prevailing market price for our Common Stock will be at any time.

Our future results may vary significantly which may adversely affect the price of our Common Stock.

It is possible that our quarterly revenues and operating results may vary significantly in the future and that period-to-period comparisons of our revenues and operating results are not necessarily meaningful indicators of the future. You should not rely on the results of one quarter as an indication of our future performance. It is also possible that in some future quarters, our revenues and operating results will fall below our expectations or the expectations of market analysts and investors. If we do not meet these expectations, the price of our Common Stock may decline significantly.

We are classified as an "emerging growth company" as well as a "smaller reporting company" and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies and smaller reporting companies will make our Common Stock less attractive to investors.

As a reporting company under the Exchange Act, we expect to be classified as an "emerging growth company," as defined in the JOBS Act, we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. We cannot predict if investors will find our Common Stock less attractive because we may rely on these exemptions. If some investors find our Common Stock less attractive as a result, there may be a less active trading market for our Common Stock and our stock price may be more volatile.

Section 107 of the JOBS Act provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933 (the "Securities Act" or "33 Act") for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably opted out of the extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act.

We could remain an "emerging growth company" for up to five years, or until the earliest of (i) the last day of the first fiscal year in which our annual gross revenues exceed $1 billion, (ii) the date that we become a "large accelerated filer" as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our Common Stock that is held by non-affiliates exceeds $700 million as of the last business day of our most recently completed second fiscal quarter, or (iii) the date on which we have issued more than $1 billion in non-convertible debt during the preceding three-year period.

Notwithstanding the above, we expect that we would be a "smaller reporting company." In the event that we are still considered a "smaller reporting company," at such time are we cease being an "emerging growth company," the disclosure we will be required to provide in our SEC filings will increase, but will still be less than it would be if we were not considered either an "emerging growth company" or a "smaller reporting company." Specifically, similar to "emerging growth companies," "smaller reporting companies" are able to provide simplified executive compensation disclosures in their filings; are exempt from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that independent registered public accounting firms provide an attestation report on the effectiveness of internal control over financial reporting; and have certain other decreased disclosure obligations in their SEC filings. Decreased disclosures in our SEC filings due to our status as an "emerging growth company" or "smaller reporting company" may make it harder for investors to analyze our results of operations and financial prospects. Should we cease to be an "emerging growth company" but remain a "smaller reporting company", we would be required to: (1) comply with new or revised US GAAP accounting standards applicable to public companies, (2) comply with new Public Company Accounting Oversight Board requirements applicable to the audits of public companies, and (3) to make additional disclosures with respect to related party transactions, namely Item 404(d).

Risks Relating To This Offering

There is no public market for the securities and even if a market is created, the market price of our Common Stock will be subject to volatility.

Prior to this Offering, there has been no public market for our securities and there can be no assurance that an active trading market for the securities offered herein will develop after this Offering, or, if developed, be sustained. We anticipate that, upon completion of this Offering, we will cause an application to be filed on our behalf to list our Common Stock for trading on the OTC Bulletin Board. If for any reason, however, our application is not approved or if and when listed we do not take all action necessary to allow such market to continue quotation on the OTC Bulletin Board or a public trading market does not develop, purchasers of our Common Stock may have difficulty selling their securities should they desire to do so and holders may lose their entire investment.

FINRA sales practice requirements may limit a stockholder's ability to buy and sell our stock.

The Financial Industry Regulatory Authority ("FINRA") has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, the FINRA believes that there is a high probability that speculative low priced securities will not be suitable for at least some customers. The FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our Common Stock, which may have the effect of reducing the level of trading activity in our Common Stock. As a result, fewer broker-dealers may be willing to make a market in our Common Stock, reducing a stockholder's ability to resell shares of our Common Stock.

State securities laws may limit secondary trading, which may restrict the states in which you can sell the shares offered by this Prospectus.

If you purchase shares of our Common Stock sold in this Offering, you may not be able to resell the shares in any state unless and until the shares of our Common Stock are qualified for secondary trading under the applicable securities laws of such state or there is confirmation that an exemption, such as listing in certain recognized securities manuals, is available for secondary trading in such state. There can be no assurance that we will be successful in registering or qualifying our Common Stock for secondary trading, or identifying an available exemption for secondary trading in our Common Stock in every state. If we fail to register or qualify, or to obtain or verify an exemption for the secondary trading of, our Common Stock in any particular state, our Common Stock could not be offered or sold to, or purchased by, a resident of that state. In the event that a significant number of states refuse to permit secondary trading in our Common Stock, the market for our Common Stock will be limited which could drive down the market price of our Common Stock and reduce the liquidity of the shares of our Common Stock and a stockholder's ability to resell shares of our Common Stock at all or at current market prices, which could increase a stockholder's risk of losing some or all of his investment.

PLEASE NOTE: ***In addition to the above risks, businesses are often subject to risks not foreseen or fully appreciated by the management. Potential Investors should keep in mind other potential risks that could be important, although not mentioned or anticipated. Each prospective purchaser is encouraged to carefully analyze the risks and merits of an investment in our Common Stock and should take into consideration when making such analysis, among others, the Risk Factors discussed above.***

USE OF PROCEEDS

We will receive none of the proceeds from the sale of the Common Stock issued and held by our Selling Stockholders in this Offering.

DETERMINATION OF THE OFFERING PRICE

There is no public market for our Common Stock. We have arbitrarily determined the offering price of our publicly tradable Common Stock offered pursuant to this Prospectus to be $1.00 per share. We believe that this price reflects the appropriate price that a potential investor would be willing to invest in our Common Stock at this initial stage of our development. The price was arbitrarily determined and bears no relationship whatsoever to our business plan, the price paid for our shares by our founders, our assets, earnings, book value or any other criteria of value. The offering price should not be regarded as an indicator of the future market price of our Common Stock, which is likely to fluctuate.

MARKET PRICE OF AND DIVIDENDS ON THE COMPANY'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

As of the date of this Prospectus there is no market for our Common Stock. We intend to take certain steps to cause a licensed market maker to file an application with FINRA to list our Common Stock for trading on the OTCQB. There can be no assurances that our Common Stock will be approved for listing on the OTCQB, or any other existing U.S. trading market. *See* "RISK FACTORS."

Holders

As of the date of this Prospectus we had 86 holders of record for our Common Shares. *See* "DESCRIPTION OF SECURITIES."

We are registering the 1,604,000 shares of Common Stock held by 77 holders of our Shares in our registration statement of which this Prospectus is a part.

Dividend Policy

We have not paid any dividends since our incorporation and do not anticipate the payment of dividends in the foreseeable future. At present, our policy is to retain earnings, if any, to develop and market our products. The payment of dividends in the future will depend upon, among other factors, our earnings, capital requirements, and operating financial conditions.

SELLING STOCKHOLDERS

The Selling Stockholders named in this Prospectus are offering the 1,604,000 shares of Common Stock offered through this Prospectus. The Selling Stockholders are all U.S. persons who acquired the 1,604,000 shares of Common Stock offered through this Prospectus from us in either our private placement transactions pursuant to Regulation D promulgated under the 33 Act or as a result of other authorized issuance by our Board of Directors pursuant to available exemptions from registration.

The following table provides as of the date of this Prospectus, information regarding the beneficial ownership of our Common Stock held by each of the Selling Stockholders and the percentage owned by each Selling Stockholder. Assuming all of the shares registered below are sold by the Selling Stockholders, none of the Selling Stockholders will own one percent or more or our Common Stock.

Name of Selling Shareholder [1]	Share of Common Stock Owned	% of Ownership
Francisco A. Abad	5,000	.05%
Daniel Acevedo	2,000	.02%
McMillan Lane Arrington	10,000	.10%
Muna A. Awali	4,500	.05%
Nicholas Baer	2,000	.02%
Ralph E. Banks	2,000	.02%
David M. Behrns	2,000	.02%
Eric J. Benevento	2,000	.02%
Brandi Bernert	2,000	.02%
Frank Best	430,000	4.35%
Josh Best	10,000	.10%
Matthew R. Best	10,000	.10%
Kristin M. Britsch	2,000	.02%
Joshua Brownfield	2,000	.02%
Jason E. Coleman	2,000	.02%
John M. Dieser	2,000	.02%
Jean Dugan	10,000	.10%
Jessica Dugan	10,000	.10%
Paul & Deborah Dugan, JT	10,000	.10%
Matthew Durand	10,000	.10%
Roberto Javier Farias	15,000	.15%
Nelson M. Figueiredo	10,000	.10%
Jason Garcia	2,000	.02%
Felicia Goldring & Algandro Guitelman, JT	10,000	.10%
Henry Guerrero	2,000	.02%
Marc Harvill	30,000	.30%
John R. Heffelman	2,000	.02%
Lara A. Herzog	15,000	.15%
Martin Hightower	10,000	.10%
Baron T. Hofstetter	2,000	.02%
Shantel Holland	9,000	.09%
Charles R. Howell	15,000	.15%
Dillon G. Hryze	10,000	.10%
Stacey Imhof	10,000	.10%
Warren Imhof	10,000	.10%
Steven W. Kaye	10,000	.10%
Daniel R. Kosmicki	2,000	.02%
Timothy J. Lennon	10,000	.10%
Hannah Lieberman	2,000	.02%
Jerry Lira	10,000	.10%
Ryan E. Luck	10,000	.10%
Holly Luther	10,000	.10%
David J. Marlow	10,000	.10%
Joyful Niose Drum Company[3]	10,000	.10%

Name of Selling Shareholder [1]	Share of Common Stock Owned	% of Ownership
Barry T. McDaniel	10,000	.10%
Karen A. McDaniel	10,000	.10%
Ruthie Melton	20,000	.20%
Elan Nelson	15,000	.15%
Cynthia Parnell	15,000	.15%
Alejandro L. Perez	2,000	.02%
James Michael Redmond	10,000	.10%
Armando Rios	2,000	.02%
Jesse Rodriguez	2,000	.02%
Amanda Roth	2,000	.02%
Janet Sameh	10,000	.10%
Joseph Sameh	10,000	.10%
Shelley Schneider	105,000	1.06%
Tyler Schneider	15,000	.15%
Gregory M. Sekelsky	10,000	.10%
Charles K. Smith	10,000	.10%
David P. & Karen L. Stark, JT	10,000	.10%
Victor J. Starks	2,000	.02%
Benjamin Suarez, Jr.	2,000	.02%
Elizabeth Tasker	10,000	.10%
Jack Tasker & Elizabeth Tasker, JT	10,000	.10%
Andrew I. Telsey[2]	75,000	.76%
Deborah A. Thornburg	2,000	.02%
Steven L. Trenk	10,000	.10%
Sally Vander Veer	400,000	4.05%
Pete Vasquez	30,000	.30%
Curt Waltrip	10,000	.10%
Brandyn M. Werner	2,000	.02%
Jimmy Wesley	10,000	.10%
Vicky Wesley	6,000	.06%
Joe Williams	10,000	.10%
Kala M. Williams	4,500	.05%
Ryan J. Williams	7,000	.07%
TOTALS	1,604,000	16.23%

(1) The named party beneficially owns such shares. The numbers in this table assume that none of the Selling Stockholders sells shares of Common Stock not being offered in this Prospectus or purchases additional shares of Common Stock.

(2) Mr. Telsey is the owner and principal shareholder of Andrew I. Telsey, P.C., and our legal counsel.

(3) The principal of this company is Curt Waltrip.

Sally Vander Veer and Shelly Schneider are the sisters of Andrew and Peter Williams. Tyler Schneider is their brother-in-law. Kala and Ryan Williams are the emancipated children of Peter Williams, one of our principal shareholders. None of the other Selling Stockholders has had a material relationship with us or any of our affiliates other than as a stockholder at any time within the past three years.

PLAN OF DISTRIBUTION

The Selling Stockholders registering Common Stock and any of his/her pledges, assignees, and successors-in-interest may, from time to time, sell any or all of their shares of Common Stock on any stock exchange, market, or trading facility on which the shares are traded or in private transactions. The Selling Stockholders may offer shares in transactions at fixed or negotiated prices. We intend to encourage a securities broker-dealer to apply on Form 211 to quote our stock in the OTCQB, concurrent with the date of the Prospectus, but we cannot assure when or whether this application will be approved or that, if approved, quotations of our Common Stock will commence on any trading facility or will result in the development of a viable trading market for our shares sufficient to provide stockholders with the opportunity for liquidity. *See* "RISK FACTORS." Sales may be at fixed or negotiated prices. A selling security holder may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this Prospectus is a part;
- broker-dealers may agree with the selling security holders to sell a specified number of such shares at a stipulated price per share;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

Broker-dealers engaged by the Selling Stockholders may arrange for other broker-dealers to participate in sales in amounts to be negotiated, but in the case of an agency transaction not in excess of a customary brokerage commission, and in the case of a principal transaction a markup or markdown not in excessive amounts. Each Selling Stockholder is an underwriter, within the meaning of Section 2(a)(11) of the Securities Act. Any broker-dealers or agents that participate in the sale of the Common Stock or interests therein may also be deemed to be an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act. Any discounts, commissions, concessions or profit earned on any resale of the shares may be underwriting discounts and commissions under the Securities Act. A Selling Stockholder, who is an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act, is subject to the Prospectus delivery requirements of the Securities Act.

We are bearing all costs relating to the registration of the Common Stock, which are estimated at approximately $42,386. The Selling Stockholders, however, will pay any commissions or other fees payable to brokers or dealers in connection with the sale of the Common Stock. We are paying the expenses of the Offering because we seek to enable our Common Stock to be traded on the OTC Bulletin Board. We believe that the registration of the resale of shares on behalf of existing shareholders may facilitate the development of a public market in our Common Stock if our Common Stock is approved for trading on the OTC Bulletin Board. We have agreed to indemnify the Selling Stockholders against certain losses, claims, damages, and liabilities, including liabilities under the 33 Act.

We agreed to keep this Prospectus effective until the earlier of (i) the date on which the shares may be resold by the Selling Stockholders without registration by reason of Rule 144 under the Securities Act or any other rule of similar effect, or (ii) all of the shares have been sold pursuant to this Prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), any person engaged in the distribution of the resale shares may not simultaneously engage in market-making activities with respect to the Common Stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of shares of the Common Stock by the selling stockholders or any other person. We will make copies of this Prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this Prospectus to each purchaser at or prior to the time of the sale.

Some of the information in this Prospectus contains forward-looking statements that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as "may," "will," "expect," "anticipate," "believe," "estimate" and "continue," or similar words. You should read statements that contain these words carefully because they:

- discuss our future expectations;
- contain projections of our future results of operations or of our financial condition; and
- state other "forward-looking" information.

We believe it is important to communicate our expectations. However, there may be events in the future that we are not able to accurately predict or over which we have no control. Our actual results and the timing of certain events could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth under "RISK FACTORS" and "DESCRIPTION OF BUSINESS" and elsewhere in this Prospectus. *See* "RISK FACTORS."

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Some of the information in this Prospectus contains forward-looking statements that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as “may,” “will,” “expect,” “anticipate,” “believe,” “estimate” and “continue,” or similar words. You should read statements that contain these words carefully because they:

- discuss our future expectations;
- contain projections of our future results of operations or of our financial condition; and
- state other “forward-looking” information.

We believe it is important to communicate our expectations. However, there may be events in the future that we are not able to accurately predict or over which we have no control. Our actual results and the timing of certain events could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth under “RISK FACTORS” and “DESCRIPTION OF BUSINESS” and elsewhere in this Prospectus. *See* “RISK FACTORS.”

Overview

We were incorporated on March 20, 2014, in the State of Nevada. On May 1, 2014, we entered into an exclusive Technology License Agreement with Medicine Man Denver, Inc., f/k/a Medicine Man Production Corporation, a Colorado corporation (“Medicine Man Denver”) whereby Medicine Man Denver granted us a license to use all of their proprietary processes they have developed, implemented and practiced at its cannabis facilities relating to the commercial growth, cultivation, marketing and distribution of medical marijuana and recreational marijuana pursuant to relevant state laws and the right to use and to license such information, including trade secrets, skills and experience (present and future) (the “Medicine Man Denver License Agreement”).

We commenced our business on May 1, 2014 and currently generate revenues derived from licensing agreements with five cannabis related entities. *See* “BUSINESS.”

We have never been subject to any bankruptcy proceeding. Our executive offices are located at 13791 E. Rice Place, Suite 107, Aurora, CO 80015, telephone (303) 481-4416**.** Our website address is www.medicinemantechnologies.com.

Results of Operations

Results of Operations for the Year ended December 31, 2014

During the year ended December 31, 2014 we generated revenues of $251,891 beginning on or about May 1, 2014, the date we commenced operations.

Operating expenses, during the year ended December 31, 2014 were $285,411, including general and administrative expense of $137,886. We also incurred a charge of $59,530 for stock based compensation. Additional expenses included salaries and advertising.

As a result, we generated a net loss of $34,724 during the year ended December 31, 2014 (less than $0.01 per share).

Liquidity and Capital Resources

At December 31, 2014, we had $54,510 in cash.

Net cash used in operating activities was $205,490 during year ended December 31, 2014. We anticipate that overhead costs in current operations will increase in the future as a result of our anticipated increased marketing activities, as well as the fact that the 2014 figure represented less than a full year of operations.

Cash flows provided or used in investing activities were $0 during the year ended December 31, 2014. Cash flows provided or used by financing activities were $260,000 during the year ended December 31, 2014.

Between November 2014 and March 2015 we undertook a private offering of our Common Stock wherein we sold 280,000 shares of our Common Stock for gross proceeds of $280,000 ($1.00 per share) to 4 non accredited and 24 "accredited" investors, as that term is defined under the Securities Act of 1933, as amended. All of the shares sold in this private offering are being registered herein.

While there can be no assurances, we believe we will not need to raise any additional capital in the near future in order to become profitable, as we expect to generate profits from our operations in sufficient quantities so as to allow us to continue to develop and implement our business plan as described herein. However, if we are unable to generate profits from our operations or elect to expand our operations or otherwise require additional capital, we have no agreement with any third party to provide us the same and there can be no assurances that we will be able to raise any capital, either debt or equity on commercially reasonable terms, or at all. If we require additional capital and are unable to raise the same, it could have a material negative impact on our results of operations.

Critical Accounting Policies and Estimates

Critical accounting estimates – The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires us to make estimates and judgments that affect the amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions The following represents a summary of our critical accounting policies, defined as those policies that we believe are the most important to the portrayal of our financial condition and results of operations and that require management's most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain.

Leases – We follow the guidance in SFAS No. 13 "*Accounting for Leases*," as amended, which requires us to evaluate the lease agreements we enter into to determine whether they represent operating or capital leases at the inception of the lease.

Inflation

Although our operations are influenced by general economic conditions, we do not believe that inflation had a material effect on our results of operations during our fiscal year ended December 31, 2014.

Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources and would be considered material to investors.

Recent Accounting Pronouncements

Under the Jumpstart Our Business Startups Act, or the JOBS Act, we meet the definition of an "emerging growth company." We have irrevocably elected to opt out of the extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act. As a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non- emerging growth companies.

In May 2014, FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606), which amends the existing accounting standards for revenue recognition.

In June 2014 FASB issued Accounting Standards Update (ASU), ASU 2014-10 regarding development stage entities. The ASU removes the definition of development stage entity, as was previously defined under generally accepted accounting principles in the United States (U.S. GAAP), from the accounting standards codification, thereby removing the financial reporting distinction between development stage entities and other reporting entities from U.S. GAAP. In addition, the ASU eliminates the requirements for development stage entities to (i) present inception-to-date information in the statement of income, cash flow and stockholders' equity, (ii) label the financial statements as those of a development stage entity, (iii) disclose a description of the development stage activities in which the entity is engaged, and (iv) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had been in the development stage.

We have adopted SFAS No. 109 – "Accounting for Income Taxes". ASC Topic 740 requires the use of the asset and liability method of accounting for income taxes. Under the asset and liability method of ASC Topic 740, deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

During May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers, which provides new guidance on the recognition of revenue and states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard will be effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is not permitted. The Company is currently evaluating the impact of the adoption of this accounting standard update on the financial position and the results of operations.

On June 10, 2014, The Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-10, Development Stage Entities (Topic 915): *Elimination of Certain Financial Reporting Requirements, Including an Amendment to Variable Interest Entities Guidance in Topic 810, consolidation* removes all incremental financial reporting requirements from GAAP for development stage entities, including the removal of Topic 915 from the FASB Accounting Standards Codification. For the first annual period beginning after December 15, 2014, the presentation and disclosure requirements in Topic 915 will no longer be required for the public business entities. The revised consolidation standards are effective one year later, in annual periods beginning after December 15, 2015. Early adoption is permitted. The Company has adopted this amendment effective this current fiscal year.

There were various other accounting standards and interpretations issued during 2014, none of which are expected to have a material impact on our consolidated financial position, operations or cash flows.

DESCRIPTION OF BUSINESS

Overview

Medicine Man Technologies, Inc. ("we," "us," "our" or the "Company") was incorporated on March 20, 2014, in the State of Nevada. On May 1, 2014, we entered into a non-exclusive Technology License Agreement with Futurevision, Inc., fka Medicine Man Production Corp., dba Medicine Man Denver (hereinafter, "Medicine Man Denver") whereby Medicine Man Denver granted us a license to use all of their proprietary processes they have developed, implemented and practiced at its cannabis facilities relating to the commercial growth, cultivation, marketing and distribution of medical marijuana and recreational marijuana pursuant to relevant state laws and the right to use and to license such information, including trade secrets, skills and experience (present and future) (the "Medicine Man Denver License Agreement") in consideration for the issuance of 5,331,000 million shares of our Common Stock. Medicine Man Denver is owned by some of our affiliates. *See* "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS."

License Agreement with Medicine Man Denver

The license with Medicine Man Denver authorizes us to utilize certain technology relating to various proprietary processes they developed relating to the commercial growth, cultivation, marketing and dispensing of medical and recreational marijuana. These processes were assigned to us for the purpose of establishing a business to monetize services and intellectual property related to the cannabis industry. Members of our management are also principal shareholders and management of Medicine Man Denver. *See* "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS," below.

We believe that the cannabis industry is in its infancy. Over the past five years 23 different states in the US have approved the use of medical marijuana and four states have approved the recreational use. Numerous other states are currently considering adopting legislation or taking such other action as necessary to approve the use of medical and/or recreational marijuana. Additionally, legislation has been introduced in the US Congress to provide for legalization of medical marijuana and declassification of marijuana as a Schedule I controlled substance. For a comprehensive and current perspective on this process as well as current states and territories who have adopted laws authorizing the sale and use of either medical and/or recreational marijuana please refer to the following link: http://www.mpp.org/states/key-marijuana-policy-reform.html

Andrew Williams, our President and CEO, is also a founder and principal of Medicine Man Denver. This business has grown over the past five years to include a state of art medical and recreational marijuana cultivation and dispensary operation holding five (5) licenses issued by the Colorado Marijuana Enforcement Division, with locations in both Denver and Aurora, Colorado, and which generated approximately $8.6M in revenues during 2014. Through a partnership forged in late 2012, two of our principals, including Mr. Williams on behalf of Medicine Man Denver and Brett Roper on behalf of ChineseInvestors.com (OTC "CIIX"), have worked to aggregate all the direct cannabis experience of Medicine Man Denver into our business model described herein through which to monetize that experience into our current business.

Our Current Business

We focus on providing assistance to our clients in the two principal businesses of the cannabis industry, including (i) cultivation, and (ii) the dispensary business model, including combinations and other variables related to the retail model configuration. We provide our experience, technology and guidance to our clients in both of these areas as well as those in ancillary direct businesses (such as extractions, edibles, suppliers, etc.) so that they may have better control over their overall business destiny but offer a separate cultivation or dispensary license as needed. As of the date of this Prospectus we have generated approximately $375,000 in revenues arising out of licensing arrangements since commencement of our operations. As of the date of this Prospectus we have contracts to generate $450,000 of new work during 2015 and while no assurances can be provided that we will collect this amount or enter into additional contracts with clients, we are optimistic that this will occur. This value does not include future business noting we are currently in pre-licensure negotiations with business groups having interests in Arizona, Alaska, Florida, Hawaii, Maryland, Missouri, New York, Ohio, Pennsylvania and Texas. There are no assurances that we will generate additional contracts and/or revenues from this efforts.

We generate revenues through the offering of both pre-license consulting as well as licensure services that generally tie to the size of the proposed new business venture.

Our licensing fees are typically based upon production capacity or in the case of a dispensary operation a set fee and have various progress payments set as we generally deliver services. Should this client not be selected to receive such a license from the State, their licensure agreement will be terminated prior to our providing full disclosure of our proprietary knowledge, manuals, and training. These fees do not include expenses that are reimbursed as a part of the license agreement.

Our primary value proposition delivery model have five distinct initial premises, including:

1. Our Licensees may adopt and then utilize our technology and training offered thereby providing the various state and local jurisdictions with the reliable underpinnings of a well-known, experienced and respected cultivation and dispensary operation. These services include access to:

- support for any state or local government required application process;
- a proven, risk averse cultivation technology;
- proven, simple dispensary operations experience repository;
- pre-opening training within an operating environment;
- onsite training support as needed for both pre and post startup; and
- an extensive list of qualified service providers and vendor resources

2. Our Licensees should be able to avoid the multitude of costly mistakes generally made by start-up business ventures in this industry as well as base their business operations on a truly industrial cultivation process that has no singular dependence on a "guru" or "master grower," instead relying on the experience of a team based culture that has a substantial depth of successful operating experience. This aspect of our service provides access to:

- the substantial experience of those having made such mistakes;
- an industrial cultivation technology centered on a 'group experience' culture;
- a simplicity based retail dispensary operation model; and
- continued licensure support and protections

3. Our Licensees will become a part of a larger licensee network that will 'share' the sum of their experience thereby aggregating the experience of a much larger group, all having the same motivation for which we intend to create a 'culture' generation approach that will exclusively serve our whole licensed network. Among other things this provides our licensees with access to:

- the cumulative experience of the developing licensure group;
- continued training and regular gatherings of the licensee group; and
- the 'protections' of licensure knowledge

4. Clients or pre-licensees will be able to have access to a knowledgeable second opinion source as they consider how best to enter the cannabis industry that can assist them in the general development of their various business assumptions relative to real estate, cannabis retail and grow operations, forecasting, business plan development, acquisitions and regulatory compliance. We provide access to:

- an experienced service provider in the development stages of the business
- an extensive list of qualified service providers and vendor resources; and
- an experienced pre-public company planning resource.

We believe that by entering into agreements with us our clients/licensees will have access to a substantial experience and knowledge base as they consider their ongoing options in either the private or public market space, as we are capable of offering a unique second opinion and due diligence support structure to such strategies as they evolve. In this regard we strongly believe in the concept of '*teaching our licensees to fish*' rather than giving them food. We attempt to limit our fee structure to a flat fee rather than what we consider excessive ongoing fees and expenses in the form of top line revenue sharing as well as other ancillary income generation streams that many of our competitors utilize. By doing so, we believe that over time the value of the continued aggregate learning of our licensure group will establish us as a pre-eminent leader in this nascent industry noting our fees and related expense of deployment are significantly lower than general industry practices. Through our relationship and licensing commitment from Medicine Man Denver we will continue to invest in our technology and intellectual property through active participation with our growing licensure group with the goal to develop the best practices in the cannabis industry to remain a low cost producer while maintaining the highest levels of safety, quality, and consistency.

5. We have also developed a strong 'stable' of production (ingestibles) partners that we introduce to our licensee clients for fulfillment of that aspect of the business. Our management has business experience in that industry segment but neither we nor Medicine Man Denver operate a medically infused products business. Rather, we attempt to refer experienced, quality medically infused product businesses to our licensees to accomplish this objective.

Once a licensee is operational our ongoing support services are related to quality and control practices applicable to cultivation operations similar to those offered by other support service providers. These services include testing, service provider contractors and seed-to-sale software providers. We do not have any current arrangements wherein we are compensated related to the sale of cannabis by either the cultivation/production or dispensary licensees.

We have also been able to secure the participation of a Denver based design build general contractor with experience in this new industry, Vintage Contracting Corporation ("VCC"), who has been instrumental in the construction as well as development of Medicine Man Denver's physical plant and space. We believe its substantial experience in Colorado provides a strong value to this new business as they have demonstrated the skills our clients need to utilize in the construction and construction management arena. Our management also has a substantial background within the industrial and commercial property industry that is also utilized for facility design and infrastructure forecasting. We entered into an agreement with VCC to provide these services. This agreement provides for our issuance of 750,000 shares of our Common Stock in exchange for their experience and support of our initial startup of operations.

Marketing

We are currently concentrating on developing relationships with prospective clients in several states including but not limited to Arizona, Alaska, Florida, Hawaii, Maryland, Missouri, New York, Ohio, Pennsylvania, and Texas. These states have been identified as a result of what our management views as the next group of states who have, or are about to adopt new regulations for the legalization of medical marijuana. Applicable legislation has already been adopted in New York and is currently on the books in both PA and Ohio. Florida voters recently rejected a constitutional amendment legalizing medical marijuana, but the measure received approximately 58% approval, with 60% required for adoption. Based upon our review of the current status in Florida we believe that medical marijuana legislation of some sort will be adopted by the Florida legislature in the near future.

We conduct our marketing efforts by providing a presence at specifically targeted industry based events, as well as through Medicine Man Denver's established industry presence as a successful cannabis company. We have been able to garner a substantial presence via this relationship. Because the cannabis industry is relatively new there are very few groups and companies who can identify themselves as having real experience in this industry. We believe we are the exception as a result of our management's experience with all aspects of the industry. *See* "MANAGEMENT."

We are members of various industry groups and attend industry based conferences which we believe will be helpful to advancing our brand and skill sets. We created a marketing collateral materials bank and attended our first true marketing event in November 2014 at the Third National CannaBusiness Conference and Expo in Las Vegas. We will continue to seek out venues where we can enhance our presence in the industry while at the same time garner prospective client licensees.

We also continue to coalesce interest and a presence within the industry through participation in various events as well as through direct promotion as available to Medicine Man Denver and the Williams family, recently receiving mention in MSNBC's 'Pot Barons' series as well as detailed inclusion in other venues such as MSNBC, Inc. Magazine, Katie Couric Live, The Today Show, the BBC, CBS, NBC, LeMonde, ABC, HBO many other national and internationally based media outlets..

Over time we plan to continue expansion of our service offerings that we believe will be better identified as we grow and the cannabis industry matures. To this end we are already working in harmony with other consultants within the industry lacking certain experience or skill sets through licensure of specific cultivation technologies, with specific protections and non-disclosure agreement in place, noting we do not provide our operations manual of training to potential licensees until they have a state granted license in place.

Our website (www.medicinemantechnologies.com) is operational but will be receiving a substantial upgrade over the next several months to become more effective in the delivery of information related to our developing business.

Growth by Acquisitions

Ultimately, our intent is to become a national or internationally branded cannabis company. However, there are numerous things that will need to occur in order to allow us to implement the final aspect of our business plan and there are no assurances that any of these developments will occur, or if they do occur, that we will be successful in fully implementing our plan. Among other things, the most important developments that need to occur include the legalization and commercialization of marijuana in the United States and a change in the regulatory standards being imposed by the State of Colorado limiting ownership in all cannabis related businesses solely to residents of the State of Colorado, including a minimum residence requirement of two years. Until these issues are resolved we will be unable to fully integrate all aspects of the marijuana industry under our corporate umbrella.

Ideally, if all of the developments that are necessary do occur, the initial transaction we would consider is the acquisition of Medicine Man Denver from our management that will complement our current business. That would be followed up by acquisition of other cannabis companies both in Colorado and elsewhere. We believe there are many synergistic cannabis operations both already in business and which will enter the industry as more states continue to adopt legalization proposals who will be interested in being acquired by our Company if and when we become a trading, reporting company. We believe this makes economic sense because we can eliminate duplication of general and administrative expense, provide a more centralized information marketing and eliminate overlapping of services offered. As of the date of this Prospectus we have not conducted any discussions with potential acquisition companies, there are no definitive agreements in place relating to our acquiring any such business and there can be no assurances that such agreements will be executed on favorable terms or at all in the future. Additionally, there are no agreements in place currently with the owners of Medicine Man Denver relating to our acquisition of this company and any such future consideration would be in line with all legally acceptable methods for such an acquisition in consideration of our public company status.

If we are successful, the acquisition of related, complimentary businesses is expected to increase revenues and profits by providing a broader range of services in vertical markets which are consolidated under one parent, thus reducing overhead costs by streamlining operations and eliminating duplicitous efforts and costs. There are no assurances that we will increase profitability if we are successful in acquiring other synergistic companies.

Management will seek out and evaluate related, complimentary businesses for acquisition. The integrity and reputation of any potential acquisition candidate will first be thoroughly reviewed to ensure it meets with management's standards. Once targeted as a potential acquisition candidate, we will enter into negotiations with the potential candidate and commence due diligence evaluation of each business, including its financial statements, cash flow, debt, location and other material aspects of the candidate's business. One of the principal reasons for our filing of our registration statement of which this Prospectus is a part and the filing of an application to list our securities for trading is our intention to utilize the issuance of our securities as part of the consideration that we will pay for these proposed acquisitions. If we are successful in our attempts to acquire synergistic companies utilizing our securities as part or all of the consideration to be paid, our current shareholders will incur dilution. *See* "RISK FACTORS."

In implementing a structure for a particular acquisition, we may become a party to a merger, consolidation, reorganization, joint venture, or licensing agreement with another corporation or entity. We may also acquire stock or assets of an existing business. On the consummation of a transaction, we do not intend that our present management and shareholders will no longer be in control of our Company.

As part of our investigation, our officers and directors will meet personally with management and key personnel, may visit and inspect material facilities, obtain independent analysis of verification of certain information provided, check references of management and key personnel, and take other reasonable investigative measures, to the extent of our limited financial resources and management expertise. The manner in which we participate in an acquisition will depend on the nature of the opportunity, the respective needs and desires of us and other parties, the management of the acquisition candidate and our relative negotiation strength.

We will participate in an acquisition only after the negotiation and execution of appropriate written agreements. Although the terms of such agreements cannot be predicted, generally such agreements will require some specific representations and warranties by all of the parties thereto, will specify certain events of default, will detail the terms of closing and the conditions which must be satisfied by each of the parties prior to and after such closing, will outline the manner of bearing costs, including costs associated with our attorneys and accountants, will set forth remedies on default and will include miscellaneous other terms.

Depending upon the nature of the acquisition, including the financial condition of the acquisition company, as a reporting company under the Securities Exchange Act of 1934 (the "34 Act"), it may be necessary for such acquisition candidate to provide independent audited financial statements. If so required, we will not acquire any entity which cannot provide independent audited financial statements within a reasonable period of time after closing of the proposed transaction. If such audited financial statements are not available at closing, or within time parameters necessary to insure our compliance with the requirements of the 34 Act, or if the audited financial statements provided do not conform to the representations made by the candidate to be acquired in the closing documents, the closing documents will provide that the proposed transaction will be voidable, at the discretion of our present management. If such transaction is voided, the agreement will also contain a provision providing for the acquisition entity to reimburse us for all costs associated with the proposed transaction.

Competition

We face extreme competition from both larger, better-financed national brands as well as an ever increasing number of boutique service providers in the cannabis industry. We currently track sixty-nine (69) such providers in this space and are continually monitoring their progress and presence in the industry while working to continue to demonstrate our unique licensing offering. We also track eighty-eight (88) public companies that are either directly in or loosely involved in the cannabis industry.

Government Regulation

While we do not generate revenues from the direct sale of cannabis products, we are engaged in assisting companies who are so engaged in various start up aspects of the cannabis industry. Marijuana is a Schedule-I controlled substance and is illegal under federal law. Even in those states in which the use of marijuana has been legalized, its use remains a violation of federal laws.

A Schedule I controlled substance is defined as a substance that has no currently accepted medical use in the United States, a lack of safety for use under medical supervision and a high potential for abuse. The Department of Justice defines Schedule 1 controlled substances as "the most dangerous drugs of all the drug schedules with potentially severe psychological or physical dependence." If the Federal Government decides to enforce the Controlled Substances Act in Colorado with respect to marijuana, persons that are charged with distributing, possessing with intent to distribute, or growing marijuana could be subject to fines and terms of imprisonment, the maximum being life imprisonment and a $50 million fine.

As of the date of this Prospectus, 23 states and the District of Columbia allow its citizens to use Medical Marijuana. Additionally, voters in the states of Colorado, Washington, Alaska and Oregon have all approved legalization of recreational cannabis for adult use. The state laws are in conflict with the Federal Controlled Substances Act, which makes marijuana use and possession illegal on a national level. The Obama Administration has effectively stated that it is not an efficient use of resources to direct law federal law enforcement agencies to prosecute those lawfully abiding by state-designated laws allowing the use and distribution of medical marijuana. However, there is no guarantee that the Administration will not change its stated policy regarding the low-priority enforcement of federal laws. Additionally, any new administration that follows could change this policy and decide to enforce the federal laws strongly. Any such change in the Federal Government's enforcement of current federal laws could cause significant financial damage to us. While we do not intend to harvest, distribute or sell cannabis, we may be irreparably harmed by a change in enforcement by the federal or state governments.

For a comprehensive and up to date perspective on this process as well as current states and territories please refer to the following link: http://www.mpp.org/states/key-marijuana-policy-reform.html

In order to participate in either the medical or recreational sides of the marijuana industry in Colorado and elsewhere, all businesses and employees must obtain licenses from the state and, for businesses, local jurisdictions. Colorado issues four types of business licenses including cultivation, manufacturing, dispensing, and testing. In addition, all owners and employees must obtain an occupational license to be permitted to own or work in a facility. All applicants for licenses undergo a background investigation, including a criminal records check for all owners and employees.

Colorado has also enacted stringent regulations governing the facilities and operations of marijuana businesses. All facilities are required to be licensed by the state and local authorities and are subject to comprehensive security and surveillance requirements. In addition, each facility is subject to extensive regulations that govern its businesses practices, which includes mandatory seed-to-sale tracking and reporting, health and sanitary standards, packaging and labeling requirements, and product testing for potency and contaminants.

Despite the Obama Administration's statements, the Department of Justice has stated that it will continue to enforce the Controlled Substance Act with respect to marijuana to prevent:

- the distribution of marijuana to minors;
- criminal enterprises, gangs and cartels receiving revenue from the sale of marijuana;
- the diversion of marijuana from states where it is legal under state law to other states;
- state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;

- violence and the use of firearms in the cultivation and distribution of marijuana;
- driving while impaired and the exacerbation of other adverse public health consequences associated with marijuana use;
- the growing of marijuana on public lands; and
- marijuana possession or use on federal property.

Laws and regulations affecting the medical marijuana industry are constantly changing, which could detrimentally affect our proposed operations. Local, state and federal medical marijuana laws and regulations are broad in scope and subject to evolving interpretations, which could require us to incur substantial costs associated with compliance or alter its business plan. In addition, violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on its operations. It is also possible that regulations may be enacted in the future that will be directly applicable to our business. These ever changing regulations could even affect federal tax policies that may make it difficult to claim tax deductions on our returns. We cannot predict the nature of any future laws, regulations, interpretations or applications, nor can we determine what effect additional governmental regulations or administrative policies and procedures, when and if promulgated, could have on its business.

Since the use of marijuana is illegal under federal law, there is a compelling argument that banks cannot accept for deposit funds from businesses involved with marijuana. Consequently, businesses involved in the marijuana industry often have trouble finding a bank willing to accept their business. The inability to open bank accounts may make it difficult for our clients to operate.

Employees

As of the date of this Prospectus we have two employees, Mr. Williams and Mr. Roper, both members of our management. We have consulted with and expect to continue to use the services of independent consultants and contractors with whom our management has a pre-existing relationship to perform various professional services, particularly in the area of construction of cultivation. We expect that we will continue to use contractors to assist us with our clients.

None of our employees are members of a union. We consider our employee labor relations to be good.

Trademarks/Trade names/Intellectual Property

We rely upon our various trademark, trade name, and intellectual property of our license partner Medicine Man Denver.

We also acknowledges that certain protections normally available to us related to design or other utility patents in the cannabis industry would not currently be enforceable under federal law.

We attempt to protect our intellectual property via the deployment of non-disclosure agreements with both prospects as well as licensees. There are no assurances that these non-disclosure agreements will prevent a third party from infringing upon our rights. *See* "RISK FACTORS."

Property

We operate from our offices at 13791 E. Rice Place, Suite 107., Aurora, CO 80015, telephone (303) 481-4416, which consists of an executive office and access to a conference room via an oral sub-lease with one of our founding partners, ChineseInvestors.com. Management believes that this space will meet our needs for the foreseeable future.

Legal Proceedings

We are unaware of any pending or threatened litigation by or against us.

Industry Analysis

According to the Colorado Department of Revenue, Colorado's marijuana industry reported $45 million in recreational and medical marijuana in sales in January 2015, putting marijuana sales on pace to exceed $540 million for the year ending December 31, 2015. The national regulated marijuana market is estimated to be between $2 -$3 billion in 2015 and is expected to increase to $6 plus billion by 2018.

In Colorado, the market was expanded in January 2014 to include adult use, including visitors from other states. Voters in Washington recently approved a ballot measure to legalize cannabis for adult use. Many experts predict that other states will follow Colorado and Washington in enacting legislation or approving ballot measures that expand the permitted use of cannabis.

Nationally, the industry has continued to gain ground through the addition of many states and their passing of medical and or recreational provisions for the use of cannabis. While there certainly appears to be a trend towards acceptance of cannabis, there are no assurances offered that this business will be able to sustain itself over time if the Federal Government changes its current position related to state legalized operations.

While no assurances can be provided, we believe that over the next three to five years there will be as many as thirty five to forty states adopting various types of cannabis legislation (medical and recreational) and that there will occur a certain tipping point by which the Federal Government will have to take some sort of stand on the legal status of cannabis.. We also believe that due to the strong growth in the industry as a whole at the state level, the Federal Government will eventually de-schedule cannabis, similar to the alcoholic beverage prohibition repeal in the mid 1930's, and as motivated by its citizenry decriminalize cannabis as well as regulate it under the auspices of some existing or newly formed agency.

MANAGEMENT

Executive Officers, Directors and Key Personnel

The following table sets forth information regarding our executive officers and directors:

Name	Age	Position
Andrew Williams	46	President, Chief Executive Officer, Chairman of the Board
Brett Roper	61	Chief Operating Officer, Secretary and a Director
James S. Toreson	72	Director
Paul Dickman	35	Chief Financial Officer

The above listed directors will serve until the next annual meeting of our shareholders, or until their death, resignation, retirement, removal, or disqualification, or until their successors have been duly elected and qualified. The above listed officers will serve until the next annual meeting of our Board of Directors or until their death, resignation, retirement, removal, or disqualification, or until their successors have been duly elected and qualified. Vacancies in the existing Board of Directors are filled by majority vote of the remaining Directors. Officers serve at the will of the Board of Directors.

Resumes

Andrew Williams, our founder, has been our President and CEO since our inception in April 2014. In addition to his positions with our Company, since September 2009 Mr. Williams has also been President and CEO of Medicine Man Denver, a cannabis company and the entity that licensed us our intellectual property. *See* "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS." From August 2006 through August 2010, Mr. Williams was a project portfolio manager with Jeppesen, a Boeing company. Mr. Williams received a Bachelor of Science degree in Industrial Engineering from the University of Southern Colorado in 1995. Prior to this he served in the US Army as a Calvary Scout from 1986 to 1989 and received an honorable discharge. He devotes approximately 10% of his time to our affairs.

Brett Roper has been our Chief Operating Officer, Secretary and a Director since our inception in March 2014. In addition to his positions with our Company, since March 2001 Mr. Roper has been the COO, Senior Public Company Strategies Advisor, and Secretary of ChineseInvestors.com, an OTCQB status company ("CIIX"). From August 2006 through April 2010, Mr. Roper was the Director of Construction and Development, Property Manager, and an Asset Manager for Northstar Commercial Partners, Denver, CO, a company engaged in various real estate related investments. From March 1995 through August 2006, Mr. Roper worked for the Hollingsworth Companies in a wide variety of management roles for that business in the southeast US. He currently devotes a substantial amount of time to our business.

Paul Dickman has been our Chief Financial Officer since March 2015. In addition to his positions with our Company, since December 2009 Mr. Dickman has been the owner of Breakwater Corporate Finance, a Colorado based company and Paul Dickman CPA LLC, a company serving a variety of clients in accounting and financial consulting. Also since December 2009, Mr. Dickman has been the Chief Financial Officer of ChineseInvestors.com, Inc., a publicly held company that advises Chinese nationals on US investments. ChineseInvestors.com is also one of our principal shareholders. Mr. Dickman received a Bachelor of Science degree in Financial Management from Bob Jones University in 2002. He devotes only such time as necessary to our affairs, which is not expected to exceed 20% of his business time.***James S. Toreson*** was appointed as a director of our Company in March 2015. In addition to his position with our Company, Mr. Toreson has been the owner and Chief Executive Officer of Toreson Industries, Inc., Alamo, Nevada, a real property development company he founded in 1983. Toreson Industries filed a voluntary petition under Chapter 11, Title 11 of the US Code in the Federal Court in the District of Nevada located in Las Vegas, Nevada (Case #14-12481-abl). This was done to stay foreclosure proceedings on real property owned by TII. This matter was dismissed by the bankruptcy court on February 25, 2015. Mr. Toreson has over 30 years' experience in executive management, including marketing, engineering, manufacturing and finance. He is also a director of ChineseInvestors.com, Inc, Freedom Motors, Inc. and Moller International, Inc., each a reporting company under the Securities Exchange Act of 1934, as amended. Mr. Toreson received a BSEE degree and MSEE degree, each with honors from the University of Michigan in 1967 and 1968, respectively, a Dr. of Science degree from the University of Nevada-Reno in 1985.. He devotes only such time as necessary to our affairs, which is not expected to exceed 20% of his business time.

Director Independence

Our Board is currently composed of three members. Our Common Stock is not currently listed for trading on a national securities exchange and, as such, we are not subject to any director independence standards. However, we determined that one director, James Toreson, qualifies as an independent director. We evaluated independence in accordance with the rules of The New York Stock Exchange, Inc., which generally provides that a director is not independent if: (i) the director is, or in the past three years has been, an employee of ours; (ii) a member of the director's immediate family is, or in the past three years has been, an executive officer of ours; (iii) the director or a member of the director's immediate family has received more than $120,000 per year in direct compensation from us other than for service as a director (or for a family member, as a non-executive employee); (iv) the director or a member of the director's immediate family is, or in the past three years has been, employed in a professional capacity by our independent public accountants, or has worked for such firm in any capacity on our audit; (v) the director or a member of the director's immediate family is, or in the past three years has been, employed as an executive officer of a company where one of our executive officers serves on the compensation committee; or (vi) the director or a member of the director's immediate family is an executive officer of a company that makes payments to, or receives payments from, us in an amount which, in any twelve-month period during the past three years, exceeds the greater of $1,000,000 or 2% of that other company's consolidated gross revenues.

Once we achieves public status, of which there can be no assurance, we will insure that our committees as well as Board of Directors complies with all the requirements of a public company under the auspices of the OTC Marketplace.

Board Committees

As of the date of this Prospectus we do not have any committees of our Board of Directors. We expect to form an Audit Committee, a Compensation Committee, a Corporate Governance Committee and a Nominating Committee in the near future, prior to our becoming a public company. We have adopted charters for each proposed committee, as well as a code of ethics and expect to move forward and utilize these committees moving forward.

Family Relationships

There are no family relationships between any of our directors or executive officers.

Conflicts of Interest

Members of our management are associated with other firms involved in a range of business activities. Consequently, there are potential inherent conflicts of interest in their acting as officers and directors of our Company. Insofar as the officers and directors are engaged in other business activities, management anticipates they will devote only a minor amount of time to our affairs. *See* "RISK FACTORS."

EXECUTIVE COMPENSATION

Remuneration

Following is a table containing the aggregate compensation paid to our Chief Executive Officer and Chief Operations Officer, our only two officers during our last two fiscal years, who also served as our only Directors during our fiscal year ended December 31, 2014.

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary	Stock Awards	All Other Compensation	Total Compensation
Andrew Williams, CEO President	2014	$ 41,595	$ –	$ –	$ 41,595
Sally Williams, Interim Board Member[(1)]	2014	$ 18,000	$ –	$ –	$ 18,000
Brett Roper, COO, Treasurer and Secretary	2014	$ 29,392	$ –	$ –	$ 29,392

_____

(1) Ms. Williams resigned as a Board member in January 2015.

Salaries are established by our Board of Directors. We currently do not have a Compensation Committee but expect to have one in place during 2015. None of our employees are employed pursuant to an employment agreement.

Compensation of Directors

Our officers and directors are currently compensated at the rate of $1,000 per month for their service. They are also reimbursed for actual expenses incurred relating to managing as well as marketing our business and in some cases receive incentive payments based upon their performance and success in securing new clients for us. Any incentive payments will be authorized by our Board of Directors..

Stock Plan

We have not adopted a stock plan but may do so in the future.

Employment Agreements

Other than with Mr. Dickman, none of our executive officers are party to any employment agreement with us. We have an agreement with Breakwater Corporate Finance ("Breakwater"), a company owned and controlled by Mr. Dickman, wherein Breakwater has agreed to provide us with accounting, bookkeeping and financial management services, including providing Mr. Dickman to act as our Chief Financial Officer in consideration for the payment of $1,000 per month, plus reimbursement of all out of pocket expenses. Additionally, upon our having our Common Stock approved for trading, of which there can be no assurance, we will be obligated to issue an aggregate of 25,000 shares of our Common Stock to Breakwater or its principals.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table contains certain information regarding beneficial ownership of our Common Stock as of the date of this Prospectus by (i) each person who is known by us to own beneficially more than 5% of our Common Stock, (ii) each of our officers and Directors, and (iii) all Directors and executive officers as a group.

Title of Class	Name and Address Of Beneficial Owner	Amount and Nature Of Beneficial Ownership	Percent Of Class
Common	Andrew Williams[1] 13791 E. Rice Place, Suite 107 Aurora, CO 80015	1,765,000	17.9%
Common	Peter Williams 13791 E. Rice Place, Suite 107 Aurora, CO 80015	1,870,500	18.9%
Common	Michelle Zeman 13791 E. Rice Place, Suite 107 Aurora, CO 80015	760,000	7.7%
Common	Brett Roper[1] 13791 E. Rice Place, Suite 107 Aurora, CO 80015	3,135,000[2]	31.7%
Common	All Officers and Directors As a Group (4 persons)	4,900,000	49.6%

(1) Officer and Director of our Company.

(2) Includes 2,800,000 shares owned by ChineseInvestors.com, Inc. Mr. Roper is an officer and director of ChineseInvestors.com, Inc. and as such, is in a position to control this disposition of these shares. Mr. Roper disclaims beneficial ownership of these shares.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

At our inception we issued 335,000 shares of our Common Stock in favor of Brett Roper, an officer and director, in consideration for services valued at $335.

On May 1, 2014, we entered into a non-exclusive Technology License Agreement with Futurevision, Inc., f/k/a Medicine Man Production Corporation, a Colorado corporation, dba Medicine Man Denver ("Medicine Man Denver"), a company owned and controlled by affiliates of our Company, including Andrew Williams, our President, CEO and Chairman, whereby Medicine Man Denver granted us a license to use all of their proprietary processes they have developed, implemented and practiced at its cannabis facilities relating to the commercial growth, cultivation, marketing and distribution of medical marijuana and recreational marijuana pursuant to relevant state laws and the right to use and to license such information, including trade secrets, skills and experience (present and future). We issued 5,331,000 million shares of our Common Stock in consideration for issuance of the license.

At December 31, 2014, Medicine Man Denver, our Licensor owed us $250,000, This is classified as a short term receivable, bears interest at 1% month (12% APR) and is due to be repaid in May 2015. In March 2015, $125,000 of this balance was prepaid, along with $2,500 in interest that had accrued. Medicine Man Denver, Inc. is owned by several of our major shareholders, including Andrew Williams, our President, CEO and Chairman. These shareholders have majority control over both Medicine Man Technologies, Inc. and Medicine Man Denver.

Our initial operating expenses were covered by ChineseInvestors.com, Inc. totaling $41,764.80. Once we started producing revenues this balance was paid back in full on August 7, 2014. ChinesesInvestors.com is a related party in that they provided the expertise and time needed to found Medicine Man Technologies starting back to December 2012. ChineseInvestors.com holds 2,800,000 shares of our Common Stock that was provided in exchange for services and the allocation of time related to Mr. Brett Roper during this interim period.

In September and October of 2014, ChineseInvestors.com, Inc. borrowed $50,000 in each month (a total of $100,000) to meet short term cash needs. These funds were repaid on October 23, 2014, along with accrued interest of $1,250.

We operate from our offices at 13791 E. Rice Place, Suite 107., Aurora, CO 80015, telephone (303) 481-4416, which consists of an executive office and access to a conference room via an oral sub-lease with one of our founding partners, ChineseInvestors.com, Inc.

There have been no other related party transactions, or any other transactions or relationships required to be disclosed pursuant to Item 404 of Regulation S-K.

DESCRIPTION OF SECURITIES

Common Stock

There are 90,000,000 shares of Common Stock, $.001 par value, authorized, with 9,885,000 shares issued and outstanding and 10,000,000 shares of Preferred Stock, par value $0.001 per share, authorized, none of which has been issued or is outstanding. The holders of Common Stock are entitled to one vote for each share held on all matters submitted to a vote of shareholders. Holders of Common Stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Directors out of funds legally available therefor, subject to any preferential dividend rights of outstanding Preferred Stock, which may be authorized and issued in the future. Upon a liquidation, dissolution or winding up of our Company the holders of Common Stock are entitled to receive ratably the net assets available after the payment of all debts and other liabilities, and subject further only to the prior rights of any outstanding Preferred Stock which may be authorized and issued in the future. The holders of Common Stock have no preemptive, subscription, redemption or conversion rights. The outstanding shares of Common Stock are, and the shares offered herein will be, when issued and paid for, fully paid and non-assessable. Cumulative voting in the election of directors is not permitted and the holders of a majority of the number of outstanding shares will be in a position to control the election of directors at a general shareholder meeting and may elect all of the directors standing for election. We have no present intention to pay cash dividends to the holders of Common Stock.

Preferred Stock

Our Articles of Incorporation, as amended, also authorizes ten million shares of Preferred Stock, par value of $0.001 per share, none of which has been issued. The Preferred Stock is entitled to preference over the Common Stock with respect to the distribution of assets of our Company in the event of liquidation, dissolution, or winding-up of our Company, whether voluntarily or involuntarily, or in the event of the any other distribution of our assets, among our stockholders for the purposes of winding-up affairs. The authorized but unissued shares of Preferred Stock may be divided into and issued in designated series from time to time by one or more resolutions adopted by the Board of Directors. The Directors, in their sole discretion, have the power to determine the relative powers, preferences, and rights of each series of Preferred Stock.

Transfer Agent and Registrar

We have retained Globex Transfer, LLC, 780 Deltona Blvd., Suite 202, Deltona, FL 32725, phone (813) 344-4490 as the transfer agent for our Common Stock.

SHARES ELIGIBLE FOR FUTURE SALE

In the event our Common Stock is approved for trading in the future, of which there can be no assurance, market sales of shares of our Common Stock after this Offering and from time to time, and the availability of shares for future sale, may reduce the market price of our Common Stock. Sales of substantial amounts of our Common Stock, or the perception that these sales could occur, could adversely affect prevailing market prices for our Common Stock and could impair our future ability to obtain capital, especially through an offering of equity securities. After the effective date of the registration statement of which this Prospectus is a part, all of the shares sold in this Offering will be freely tradable without restrictions or further registration under the Securities Act, unless the shares are purchased by our affiliates. After the effective date of the registration statement of which this Prospectus is a part, all of the shares sold in this Offering, constituting 1,604,000 shares, will be freely tradable without restrictions or further registration under the Securities Act, unless the shares are purchased by our affiliates, as that term is defined in Rule 144 under the Securities Act. The balance of 8,281,000 shares which are not being registered will be eligible for sale pursuant to the exemption from registration. However, these shares not being registered are held by our management and other affiliates who are limited to selling only 1% of our issued and outstanding shares every 90 days.

If our application to trade our Common Stock on the OTCQB is approved, of which there can be no assurance, it is anticipated that our Common Stock will be considered a "penny stock" and will continue to be considered a penny stock so long as it trades below $5.00 per share and as such, trading in our Common Stock will be subject to the requirements of Rule 15g-9 under the Securities Exchange Act of 1934. Under this rule, broker/dealers who recommend low-priced securities to persons other than established customers and accredited investors must satisfy special sales practice requirements. The broker/dealer must make an individualized written suitability determination for the purchaser and receive the purchaser's written consent prior to the transaction.

SEC regulations also require additional disclosure in connection with any trades involving a "penny stock," including the delivery, prior to any penny stock transaction, of a disclosure schedule explaining the penny stock market and its associated risks. In addition, broker-dealers must disclose commissions payable to both the broker-dealer and the registered representative and current quotations for the securities they offer. The additional burdens imposed upon broker-dealers by such requirements may discourage broker-dealers from recommending transactions in our securities, which could severely limit the liquidity of our securities and consequently adversely affect the market price for our securities. In addition, few broker or dealers are likely to undertake these compliance activities. Other risks associated with trading in penny stocks could also be price fluctuations and the lack of a liquid market. *See* "RISK FACTORS."

Rule 144

Rule 144, adopted by the Securities and Exchange Commission pursuant to the Securities Act of 1933, generally provides an exemption for the resale or privately offered securities provided the conditions of the rule are met, which include, among other limitations, that the securities be held for a minimum of six months due to the fact that we expect to be a reporting company pursuant to the Securities Exchange Act of 1934, as amended. Consequently, our shareholders who are affiliates and whose shares are not being registered as part of the registration statement we have filed with the SEC (of which this Prospectus is a part) may not be able to avail themselves of Rule 144 or otherwise be readily able to liquidate their investments in the event of an emergency or for any other reason, and the shares may not be accepted as collateral for a loan. If such non-affiliate has owned the shares for at least six months, he or she may sell the shares without complying with any of the restrictions of Rule 144 once we are deemed a reporting company.

INTERESTS OF NAMED EXPERTS AND COUNSEL

No expert or counsel named in this Prospectus as having prepared or certified any part of this Prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the Common Stock was employed on a contingency basis, or had, or is to receive, in connection with the Offering, a substantial interest, direct or indirect, in the Company or any of its parents or subsidiaries. Nor was any such person connected with the Company or any of its parents or subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

LEGAL MATTERS

The validity of the Common Stock offered hereby will be passed upon by Andrew I. Telsey, P.C., Centennial, Colorado. Andrew I. Telsey, sole shareholder of Andrew I. Telsey, P.C., owns 75,000 shares of our Common Stock and will receive an additional 25,000 shares of our Common Stock upon effectiveness of our registration statement, of which this Prospectus is a part.

EXPERTS

The financial statements of Medicine Man Technologies, INc. as of and for the year ended December 31, 2014 included herein have been audited by BF Borgers CPA PC, independent registered public accountants, as indicated in their reports with respect thereto, and are in reliance upon the authority of said firm as experts in accounting and auditing.

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Insofar as indemnification for liabilities arising under the 33 Act may be permitted to directors, officers or persons controlling our Company pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

ADDITIONAL INFORMATION

We have filed this registration statement on Form S-1, including exhibits, with the SEC with respect to the shares being offered in this Offering. This Prospectus is part of the registration statement, but it does not contain all of the information included in the registration statement or exhibits. If and when the SEC declares our registration statement effective, we will begin filing reports pursuant to the Securities Exchange Act of 1934, as amended. For further information with respect to our Common Stock, and us we refer you to the registration statement and to the exhibits and schedules to the registration statement. Statements contained in this Prospectus as to the contents of any contract or any other document referred to herein are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference. You may inspect a copy of the registration statement without charge at the SEC's principal office in Washington, D.C., and copies of all or any part of the registration statement may be obtained from the Public Reference Section of the SEC, 100 F. St. NE, Washington, D.C. 20549, upon payment of fees prescribed by the SEC. The SEC maintains a worldwide website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the website is http://www.sec.gov. The SEC's toll free investor information service can be reached at 1-800-SEC-0330.

FINANCIAL STATEMENTS

The audited financial statements for the fiscal year ending December 31, 2014 are set forth on pages F-1 through F-11.

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS PROSPECTUS. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE INFORMATION DIFFERENT FROM THAT CONTAINED IN THIS PROSPECTUS. WE ARE OFFERING TO SELL, AND SEEKING OFFERS TO BUY, SHARES OF COMMON STOCK ONLY IN JURISDICTIONS WHERE OFFERS AND SALES ARE PERMITTED. THE INFORMATION CONTAINED IN THIS PROSPECTUS IS ACCURATE ONLY AS OF THE DATE OF THIS PROSPECTUS REGARDLESS OF THE TIME OF DELIVERY OF THIS PROSPECTUS, OR OF ANY SALE OF OUR COMMON STOCK.

MEDICINE MAN TECHNOLOGIES, INC.
(A Development Stage Company)

FINANCIAL STATEMENTS

With Independent Accountant's Audit Report

For the year ended December 31, 2014

MEDICINE MAN TECHNOLOGIES INC.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Medicine Man Technologies, Inc.:

We have audited the accompanying balance sheet of Medicine Man Technologies, Inc. ("the Company") as of December 31, 2014 and the related statement of operations, stockholders' equity and cash flows for the period from inception, April 1, 2014 to December 31, 2014. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Medicine Man Technologies, Inc., as of December 31, 2014, and the results of its operations and its cash flows for the the period from inception, April 1, 2014 to December 31, 2014, in conformity with generally accepted accounting principles in the United States of America.

The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the Company's internal control over financial reporting. Accordingly, we express no such opinion.

/s/ B F Borgers CPA PC

B F Borgers CPA PC
Lakewood, CO
April 13, 2015

MEDICINE MAN TECHNOLOGIES INC.
BALANCE SHEET

	As of December 31, 2014
ASSETS	
Current assets	
Cash and cash equivalents	$ 54,510
Related Party Note receivable & interest due from Medicine Man Denver, Inc.	253,123
Total current assets	307,633
TOTAL ASSETS	$ 307,633
LIABILITIES & STOCKHOLDERS' EQUITY	
Current liabilities	
Accounts payable	$ 18,500
Accrued liabilities	4,327
Total current liabilities	22,827
TOTAL LIABILITIES	**22,827**
COMMITMENTS AND CONTINGENCIES	
Common stock, .001 par value: shares authorized 10,000,000; 9,840,000 shares issued and outstanding	9,840
Additional paid in capital	309,690
Accumulated earnings (loss)	(34,724)
Total stockholders' equity	**284,806**
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	**$ 307,633**

The accompanying notes are an integral part of these financial statements.

MEDICINE MAN TECHNOLOGIES INC.
STATEMENT OF OPERATIONS

	Period from Inception April 1, 2014 To December 31,2014
Revenue	**$ 251,891**
Operating Expenses:	
General & administrative expenses	137,886
Salary	72,000
Stock based compensation expense	59,530
Advertising	15,495
Total operating expenses	**285,411**
(Loss) from operations	(33,520)
Other income/(expenses)	
Interest income	3,123
Interest expense	(1,184)
Total other income/(expenses)	**$ 1,939**
Net Income (loss) before Income Taxes	**$ (31,581)**
Income tax expense	(3,143)
Net Income (loss)	**$ (34,724)**
Basic and Diluted Earnings per share	**(0.004)**
Basic and Diluted Weighted Average common shares issued and outstanding	9,840,000

The accompanying notes are an integral part of these financial statements.

MEDICINE MAN TECHNOLOGIES INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Shares	Common Stock	Additional Paid-in Capital	Accumulated Earnings (Loss)	Total Equity
Balance - April 1, 2014	–	–	$ –	$ –	$ –
Stock issued to founders for consulting at par value	9,530,000	9,530	–	–	$ 9,530
Stock issued for cash $1/share	260,000	260	259,740	–	$ 260,000
Stock issued for services valued at $1.00 per share	50,000	50	49,950	–	50,000
Net (loss) for the period	–	–	–	(34,724)	$ (34,724)
Balance - December 31, 2014	9,840,000	$ 9,840	$ 309,690	$ (34,724)	$ 284,806

The accompanying notes are an integral part of these financial statements.

MEDICINE MAN TECHNOLOGIES INC.
STATEMENT OF CASH FLOWS

	Inception of April 1, 2014 to December 31, 2014
Cash Flows From (To) Operating Activities:	
Net Income	$ (35,724)
Stock issued as compensation	59,530
Changes in operating assets and liabilities:	
Note Receivable- Medicine Man Denver Inc.	(253,123)
Accounts payable	18,500
Accrued expenses	4,327
Net cash used in operating activities:	**$ (205,490)**
Cash Flows From Investing Activities:	
	$ –
Cash Flows From Financing Activities:	
Cash from Issuance of stock	$ 260,000
Net cash provided by financing activities:	**$ 260,000**
Net increase in cash	54,510
Cash at beginning of year	–
Cash at end of year	**$ 54,510**
Supplemental disclosures	
Interest Paid	1,184
Income Taxes Paid	–

The accompanying notes are an integral part of these financial statements.

MEDICINE MAN TECHNOLOGIES INC.
NOTES TO FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity: Medicine Man Technologies Inc. (the "Company") is a Colorado corporation incorporated on April 1, 2014. The Company is a cannabis consulting company providing consulting services for cannabis growing technologies and methodologies, as well as retail operations of cannabis products.

To date, the Company has been largely focused on the formation, raising of equity capital, and the development of a business plan. The Company has also realized revenues from consulting services of its licensed intellectual property in this first year of operations.

Financial Statement Presentation: The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Fiscal year end: The Company has selected December 31 as its fiscal year end.

Use of Estimates: The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported therein. Due to the inherent uncertainty involved in making estimates, actual results reported in future periods may be based upon amounts that differ from these estimates.

Cash and cash equivalents: Cash and cash equivalents are carried at cost and represent cash on hand, deposits placed with banks or other financial institutions and all highly liquid investments with an original maturity of three months or less as of the purchase date. The company had $54,510 classified as cash equivalents as of December 31, 2014.

Accrued liabilities: Accrued liabilities were comprised of unpaid interest expense of $1,184 and accrued taxes for federal and state of $2,402 and $741, respectively as of December 31, 2014.

Fair Value of Financial Instruments: The carrying amounts of cash and current liabilities approximate fair value because of the short-term maturity of these items. These fair value estimates are subjective in nature and involve uncertainties and matters of significant judgment and, therefore, cannot be determined with precision. Changes in assumptions could significantly affect these estimates. We do not hold or issue financial instruments for trading purposes and we do not use derivative instruments

Revenue recognition and related allowances: Revenue from the consulting services is recognized when the obligations to the client are fulfilled. Revenue is measured at fair value. Initial contracts with clients are non-refundable and are recognized as earned upon execution of contract, collection of initial fee and the Company providing access to its intellectual property in written form. Once a client is awarded a license there are multiple additional steps in the contract which will be billed and collected upon completion. In the event the Company collects revenue prior to completing the work contractually required to earn the revenue the Company will recognize a deferred revenue liability on the balance sheet and recognize the revenue as the work is completed. As of December 31, 2014, the only revenue recognized is the collection of the initial non-refundable fee and the Company has done everything required as of year-end for this initial fee.

Advertising and Marketing Costs: Advertising and marketing costs are expensed as incurred and were $15,495 during the period April 1, 2014 (Date of Inception) to December 31, 2014.

Income taxes: The Company has adopted SFAS No. 109 – “Accounting for Income Taxes”. ASC Topic 740 requires the use of the asset and liability method of accounting for income taxes. Under the asset and liability method of ASC Topic 740, deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES CONT.

During May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers, which provides new guidance on the recognition of revenue and states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard will be effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is not permitted. The Company is currently evaluating the impact of the adoption of this accounting standard update on the financial position and the results of operations.

On June 10, 2014, The Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-10, Development Stage Entities (Topic 915): *Elimination of Certain Financial Reporting Requirements, Including an Amendment to Variable Interest Entities Guidance in Topic 810, consolidation* removes all incremental financial reporting requirements from GAAP for development stage entities, including the removal of Topic 915 from the FASB Accounting Standards Codification. For the first annual period beginning after December 15, 2014, the presentation and disclosure requirements in Topic 915 will no longer be required for the public business entities. The revised consolidation standards are effective one year later, in annual periods beginning after December 15, 2015. Early adoption is permitted. The Company has adopted this amendment effective this current fiscal year.

2. CAPITAL STOCK

The Company's initial authorized stock at inception was 1,000,000 common shares, par value $0.001 per share. 335,000 shares were issued at inception to one person.

On June 25, 2014, the Company issued 125,000 shares of common stock to 20 individuals in consideration for their services rendered in support of securing the Company's first dispensary license and providing services relating to that agreement.

On July 31, 2014, the Company issued 108,000 shares of common stock to 20 individuals in consideration of their services rendered in support of securing the Company's first cultivation license and providing services relating to that agreement.

On August 25, 2014, the Company increased its authorized common shares to 24,000,000, par value $0.001 per share.

Thereafter, in August 2014, it issued 5,331,000 common shares to Medicine Man Production Corporation in consideration for the technology license. Also in August 2014, it issued 2,800,000 shares of common stock to ChineseInvestors.com, Inc. in consideration for consulting services and 375,000 shares of common stock to each of 2 individuals in exchange for construction services.

On September 22, 2014 the Company issued 91,000 shares of common stock to certain individuals in consideration of their services rendered over time in support of the Company's first cultivation license submittal in the state of Illinois.

Commencing in November 2014, the Company commenced a private offering of its common stock at an offering price of $1.00 per share. At December 31, 2014 it had accepted subscription from 26 investors and received net proceeds of $260,000 therefrom.

In December 2014, the Company issued 50,000 shares of its common stock for legal fees and recognized an expense for this issuance of $50,000 based upon the prior sale in November 2014 of its common stock.

At December 31, 2014, the Company had 9,840,000 shares outstanding.

3. RECEIVABLE

There is a receivable from Futurevision, Inc., fka Medicine Man Production Corp. ("Futuervision") for $250,000 as of December 31, 2014. This is a short term note that earns interest at 12% per year that is due and payable May 24, 2015. The Company has realized accrued interest earned of $3,123 at December 31, 2014 and it was added to the total due.

4. RELATED PARTY TRANSACTIONS

There is a receivable from Futurevision, (a related party) for $250,000 as of December 31, 2014. This is a short term receivable bearing interest at 1% month (12% APR) and is scheduled to be paid off in May of 2015. Futurevision is owned by several of the major shareholders of the Company and these shareholders have majority control over both the Company and Futurevision,

The Company's initial operating expenses were covered by Chineseinvestors.com, Inc. totalling $41,764.. Once the Company started producing revenues it was paid back in full on August 7, 2014. ChinesesInvestors.com is a related party in that they provided the expertise and time needed to found the Company starting in December of 2012. In August 2014 ChineseInvestors.com was issued 2,800,000 shares of the Company's common stock that was provided in exchange for services and the allocation of time related to Mr. Brett Roper during this interim period.

In September and October 2014, ChineseInvestors.com, Inc. borrowed $50,000 in each month (a total of $100,000) to meet short term cash needs. These funds were repaid on October 23, 2014 along with a loan origination fee of $1,250.

The Company operates from offices at 13791 E. Rice Place, Suite 107, Aurora, CO 80015, which consists of an executive office and access to a conference room via an oral sub-lease with one of its founding partners, ChineseInvestors.COM.

5. NET INCOME (LOSS) PER SHARE

In accordance with ASC Topic 280 – "Earnings Per Share", the basic earnings per common share is computed by dividing net income available to common stockholders by the weighted average number of common shares outstanding. Diluted earnings per common share is computed similar to basic loss per common share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. The Company's 2014 basic and diluted earnings per share are $0.004.

6. CONCENTRATION OF RISK

The Company has one significant interest-bearing asset, the note receivable for $250,000 due from Futurevision, for $250,000. The Company's income and operational cash flows are largely independent of changes in market interest rates.

7. TAX PROVISION

The effective tax rate in the periods represented is the results of various tax jurisdictions that apply a broad range of income tax rate.

The Company is registered in the State of Colorado and is subject to the United States of America tax law. As of December 31, 2014, the Company had incurred income on a tax basis resulting in the Company calculating that it owed $2,402 to the federal government at year end. In addition the Company owed the State of Colorado $741 in taxes at December 31, 2014. These are shown on the income statement as tax expense and accrued as a current accrued liability on the balance sheet.

8. COMMITMENTS AND CONTINGENCIES

The Company has agreed to issue Paul Dickman, CPA, the Company's CFO, 25,000 common shares upon being approved for trading. There are no assurances the Company's stock will be approved for trading.

The Company has agreed to issue 25,000 common shares to its legal counsel upon effectiveness of the Company's registration statement by the SEC. There are no assurances the Company's registration statement will become effective.

9. SUBSEQUENT EVENTS

At December 31, 2014, Futurevision, our Licensor owed us $250,000, This is classified as a short term receivable, bears interest at 1% per month (12% APR) and is due to be repaid in May 2015. In March 2015 $125,000 of this balance was prepaid, along with $2,500 in interest that had accrued. Futurevision is owned by several of our major shareholders, including Andrew Williams, our President, CEO and Chairman. These shareholders have majority control over both the Company and Futurevision. The due date on the remaining balance of the note is May 24, 2015.

In March 2015 the Company retained Paul Dickman, CPA to fulfill the role of CFO. As part of the agreement with Paul Dickman, CPA, the Company agreed that it will issue Paul Dickman 25,000 shares of the Company's Common Stock upon the Company's Common Stock being approved for trading. There are no assurances that this will occur.

In March 2015 the board appointed Jim Toreson to serve as a board member.

On March 23, 2015, the Company increased its authorized stock to 90,000,000 common shares, par value $0,001 per share and 10,000,000 preferred shares, par value $0.001 per share.

In March 2015, the Company closed its private offering of its common stock wherein it sold an additional 20,000 shares for $20,000 for a total of 280,000 shares in the aggregate to 28 investors at a price of $1 per share, receiving net proceeds of $280,000 therefrom.

In April 2015, the Company issued 25,000 shares of common stock in consideration for legal fees and recognized an expense for this issuance of $25,000 based upon the sale price of the Company's private offering of Common Stock.

In January 2015, the Company's clients were awarded two licenses in the State of Illinois as they relate to dispensary (2) and cultivation/production (1) facility awards by the state, representing $340,000 that will be due and payable in 2015 and a license in Nevada related to a cultivation/production facility representing $160,000 that will be due and payable in 2015. The Company has also entered in to additional licensing agreements in the State of Florida and Pennsylvania.

1,604,000 Shares of Common Stock

PROSPECTUS

_____, 201__

Until _____, 20__, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II – INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The expenses to be paid by the Registrant are as follows. All amounts, other than the SEC registration fee, are estimates.

	Amount to be Paid
SEC registration fee	$ 186
Legal fees and expenses	$ 25,000
Accounting fees and expenses	$ 16,200
Miscellaneous	$ 1,000
Total	$ 42,386

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Under the Nevada Revised Statutes and our Articles of Incorporation, as amended, our directors and officers will have no personal liability to us or our shareholders for monetary damages incurred as the result of the breach or alleged breach by a director or officer of his "duty of care." This provision does not apply to the directors': (i) acts or omissions that involve intentional misconduct, fraud or a knowing and culpable violation of law, or (ii) approval of an unlawful dividend, distribution, stock repurchase or redemption. This provision would generally absolve directors of personal liability for negligence in the performance of his duties, including gross negligence.

The effect of this provision in our Articles of Incorporation is to eliminate the rights of our Company and our shareholders (through shareholder's derivative suits on behalf of our Company) to recover monetary damages against a director for breach of his fiduciary duty of care as a director (including breaches resulting from negligent or grossly negligent behavior) except in the situations described in clauses (i) and (ii) above. This provision does not limit nor eliminate the rights of our Company or any shareholder to seek non-monetary relief such as an injunction or rescission in the event of a breach of a director's duty of care. Section 145 of the Nevada General Corporation Law provides corporations the right to indemnify their directors, officers, employees and agents in accordance with applicable law.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers, or persons controlling the Company pursuant to the foregoing provisions, the Company has been informed that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is therefore unenforceable.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

We issued 335,000 shares of Common Stock at inception to one person.

On June 25, 2014, we issued an aggregate of 125,000 shares of Common Stock to 20 individuals in consideration for their providing services relating to our initial dispensary consulting agreement.

On July 31, 2014, we issued an aggregate of 108,000 shares of Common Stock to 20 individuals in consideration of their providing services relating to our initial cultivation agreement.

In August 2014, we issued 5,331,000 common shares to Medicine Man Production Corporation in consideration for the technology license. Also in August 2014, we issued 2,800,000 shares of Common Stock to ChineseInvestors.com, Inc. in consideration for consulting services and 375,000 shares of Common Stock to each of two individuals in exchange for construction services.

Commencing in November 2014, through March 2015 we undertook a private offering of our Common Stock at an offering price of $1.00 per share. We accepted subscription from 28 investors and received net proceeds of $280,000 therefrom. We utilized the proceeds from this offering for working capital, including costs associated with this registration statement and future costs associated with approving our Common Stock for trading. We relied upon the exemption from registration provided by Rule 505 of Regulation D promulgated under the Securities Act of 1933, as amended, to issue these shares.

On September 22, 2014, we issued 91,000 shares of Common Stock to certain individuals in consideration of their services rendered over time in support of the Company's first cultivation license submittal in the state of Illinois.

In December 2014, we issued 50,000 shares of our Common Stock for legal fees and recognized an expense for this issuance of $50,000 based upon the prior sale in November 2014 of our Common Stock. In April 2015 we issued an additional 25,000 shares of our Common Stock for legal fees.

Except as described above, we relied upon the exemption from registration provided by Section 4/2 of the Securities Act of 1933, as amended, to issue these shares.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

Exhibit Number	Description
3.1	Articles of Incorporation
3.2	By-Laws and amendment thereto
3.3	Articles of Amendment to Articles of Incorporation
3.4	Specimen Stock Certificate
5.1	Opinion of Andrew I. Telsey, P.C. re: legality
10.1	License Agreement with Medicine Man Denver dated May 1, 2014
10.2	Agreement with Breakwater Corporate Finance
23.1	Consent of BF Borgers CPA PC.
23.2	Consent of Andrew I. Telsey, P.C

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes to:

(1) File, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to:

(A) Include any Prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(B) Reflect in the Prospectus any facts or events which, individually or together, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of Prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(C) Include any additional or changed material information on the plan of distribution.

(2) For determining liability under the Securities Act of 1933, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering thereof.

(3) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

(4) For determining liability of the undersigned registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(A) Any preliminary Prospectus or Prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 under the Securities Act of 1933;

(B) Any free writing Prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(C) The portion of any other free writing Prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(D) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned on April 14, 2015.

MEDICINE MAN TECHNOLOGIES, INC.

By: /s/ Andrew Williams
Andrew Williams, Chief Executive Officer and President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Andrew Williams, Chief Executive Officer, as his true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his name, place and stead in any and all capacities, in connection with this Registration Statement, including to sign in the name and on behalf of the undersigned, this Registration Statement and any and all amendments thereto, including post-effective amendments and registrations filed pursuant to Rule 462 under the U.S. Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such attorney-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, the following persons in the capacities and on the dates indicated have signed this Registration Statement:

Signature	Title	Date
/s/ Andrew Williams Andrew Williams	Director and Principal Executive Officer	April 14, 2015
/s/ Brett Roper Brett Roper	Director and Principal Financial Officer, Principal Accounting Officer	April 14, 2015
/s/ James S. Toreson James S. Toreson	Director	April 14, 2015

Exhibit 3.1

SECRETARY OF STATE
STATE OF NEVADA

CORPORATE CHARTER

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **MEDICINE MAN TECHNOLOGIES, INC.**, did on March 20, 2014, file in this office the original Articles of Incorporation, that said Articles of Incorporation are now on file and of record in the Office of the Secretary of State of the State of Nevada, and, further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 20, 2014.

ROSS MILLER
Secretary of State

Certified By: Stephen Loff
Certificate Number: C20140320-2324
You may verify this certificate
online at **http://www.nvsos.gov/**

ROSS MILLER
Secretary of State
202 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of *Ross Miller* Ross Miller Secretary of State State of Nevada	Document Number 20140203763-38 Filing Date and Time 03/20/2014 12:16PM Entity Number E0149142014-4

Articles of Incorporation
(PURSUANT TO NRS CHAPTER 78)

USE BLACK INK ONLY - DO NOT HIGHLIGHT **ABOVE SPACE IS FOR OFFICE USE ONLY**

1. Name of Corporation:

Medicine Man Technologies, Inc.

2. Registered Agent for Service of Process: (check only one box)

☒ Commercial Registered Agent: Unisearch, Inc.

☐ Noncommercial Registered Agent (name and address below) OR ☐ Office or Position with Entity (name and address below)

_____
Name of Noncommercial Registered Agent **OR** Name of Title of Office or Other Position with Entity

10 Bodie Drive, Carson City, Nevada 89706
Street Address City Zip Code

_____
Mailing Address (if different from street address) City Zip Code

3. Authorized Stock: (number of shares corporation is authorized to issue)

Number of shares *with par value:*

Par value per share: $_____

Number of shares *without par value:* ***1,000,000***

4. Names and Addresses of the Board of Directors/Trustees:
(each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)

1) Brett Roper
Name

13791 E. Rice Place, Aurora, CO 80015
Street Address City State Zip Code

2) _____
Name

_____
Street Address City State Zip Code

5. Purpose: (optional; required only if Benefit Corporation status selected)

The purpose of the corporation shall be:

6. Benefit Corporation:

(see instructions) ☐ Yes

7. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

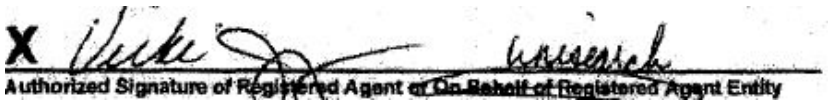
Kelly Szatowski c/o Irvine Venture Law Firm, LLP
Name

/s/ Kelly Szatowski
Incorporator Signature

19900 MacArthur Blvd., Suite 1150, Irvine, CA 92613
Address, City, State, Zip Code

8. Certificate of Acceptance of Appointment of Registered Agent

I hereby accept appointment as Registered Agent for the above named Entity.



Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

Date March 20, 2014

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

Filed in the office of *Ross Miller* Ross Miller Secretary of State State of Nevada	Document Number 20140609612-11
	Filing Date and Time 08/25/2014 12:00PM
	Entity Number E0149142014-4

Certificate of Amendment
(PURSUANT TO NRS 78.380

USE BLACK INK ONLY - DO NOT HIGHLIGHT **ABOVE SPACE IS FOR OFFICE USE ONLY**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.380 - Before Issuance of Stock)

1. Name of corporation:
Medicine Man Technologies, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

Section 3 is replaced with:

The Corporation is authorized to issue two classes of shares, designated "Common Stock". The number of shares of Common Stock authorized is 24,000,000, par value .001.

3. The undersigned declare that they constitute **at least two-thirds** of the following:

(check only one box) ☐ incorporators ☒ board of directors

4. Effective date of filing: (optional) Date: Time:
(must not be later than 90 days after the certificate is filed)

5. The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued/

6. Signature: (required)

x /s/ Brett Roper
Authorized Signature

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.

Document must be filed electronically. Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 04/03/2014 01:10PM
ID Number: 20141222923

Document number: 20141222923
Amount Paid: $100.00

Statement of Foreign Entity Authority
filed pursuant to§ 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number	0141222923 *(Colorado Secretary of State ID number)*
Entity name	Medicine Man Technologies Inc.
True name (if different from the entity name)	

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity	Foreign Corporation
Jurisdiction	Nevada

3. The principal office address of the entity's principal office is:

Street Address:

13791 E. Price Place
Aurora, CO 80015
United States

Mailing address

_____
(leave blank if same as street address)

4. The registered agent name and registered agent address of the entity's registered agent are

Name: Roper, Brett

Street Address:

13791 E. Price Place
Aurora, CO 80015
United States

Mailing address

_____
(leave blank if same as street address)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is

04/01/2014
(mm/dd/yyyy)

6. *(If applicable, adopt the following statement by marking the box and include an attachment.)*
☐ This document contains additional information as provided by law.

7. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

The delayed effective date and, if applicable, time of this document is/are _____

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Szatkowski Kelly
(Last) (First) Middle (Suffix)

19900 MacArthur Blvd
(Street number and name or Post Office information)

Suite 1150

Irvine, CA 92612
(City) (State((ZIP/Postal Code)

_____ United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment).
☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Exhibit 3.2

BYLAWS
OF
MEDICINE MAN TECHNOLOGIES, INC.
a Nevada Corporation

ARTICLE I
OFFICES

Section 1.1 **Registered Offices**

The registered office of Medicine Man Technologies, Inc., (the "Company") in the State of Nevada shall be located at the principal place of business in that state of the Company or individual acting as the Company's registered agent in the State of Nevada.

Section 1.2 **Principal Executive Office**

The principal executive office of the Company for the transaction of the business of the Company shall be at such place as may be established by the Board of Directors (the "Board"). The Board is granted full power and authority to change said principal executive office from one location to another.

Section 1.3 **Other Offices**

The Company may have other offices, either within or without the State of Nevada, at such place or places as the Board from time to time may designate or the business of the Company may require.

ARTICLE II
MEETING OF STOCKHOLDERS

Section 2.1 **Date, Time and Place**

Meetings of stockholders of the Company shall be held on such date and at such time and place, either within or without the State of Nevada, as shall be designated by the Board and stated in the written notice of the meeting or in a duly executed written waiver of notice of the meeting.

Section 2.2 **Annual Meetings**

Annual meetings of stockholders for the election of directors to the Board and for the transaction of such other business as may be stated in the written notice of the meeting or as may properly come before the meeting shall be held on such date and at such time and place, either within or without the State of Nevada, as shall be designated by the Board and stated in the written notice of the meeting or in a duly executed written waiver of notice of the meeting.

Section 2.3 **Special Meetings**

Special meetings of stockholders for any purpose or purposes, unless otherwise prescribed by Nevada Revised Statutes ("NRS"), the Articles of Incorporation or these Bylaws, may be called by the Board or the President, pursuant to Section 78-310 of the NRS. Special meetings of stockholders shall be called by the Board or the Secretary at the written request of one or more stockholders holding shares in the aggregate entitled to cast not less than ten percent (10%) of the votes of shares of the capital stock of the Company issued and outstanding and entitled to vote at such meeting. Such written request shall state the purpose or purposes for which the special meeting is called. The place; date and time of a special meeting shall be fixed by the Board or the officer calling the meeting and shall be stated in the written notice of such meeting, which notice shall state the purpose or purposes stated in the written notice of meeting and matters germane thereto.

Section 2.4 **Notice of Meetings**

Written notice of the place, date and time of, a meeting of stockholders shall be given to each stockholder of record entitled to vote at such meeting, in the manner prescribed by Section 2.6 of these Bylaws, not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. Notice of meetings shall be in writing and signed by the President or Vice President, or the Secretary or an Assistant Secretary, or by such other persons as the Board shall designate.

Section 2.5 **Stockholder List**

The Secretary or other officer in charge of the stock ledger of the Company shall prepare and make, at least ten (10) days prior to a meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares of stock of the Company registered in the name of each stockholder. Such list shall be open to examination by any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list also shall be produced and kept at the place and time of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.6 **Voting Rights**

In order that the Company may determine the stockholders entitled to notice of, and to vote at, a meeting of stockholders or at any adjournment(s) thereof or to express consent or dissent to corporate action in writing without a meeting, the Board may fix a record date in the manner prescribed by Section 9.1 of these Bylaws. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in the manner prescribed by Section 2.7 of these Bylaws. Except as specifically provided otherwise by the NRS, the Articles of Incorporation, or these Bylaws, each holder of capital stock entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting shall be entitled to one vote for each share of such stock registered in such stockholders name on the books and records of the Company as of the record date.

Section 2.7 **Proxies**

Each proxy shall be in writing and shall be executed by the stockholder giving the proxy or by such stockholder's duly authorized officer, director, employee or agent by causing the signatures of the stockholder to be applied to the writing by any reasonable manner, including facsimiles. No proxy is valid after the expiration of six months from the date of its creation, unless it is coupled with an interest, or unless it specifies a duration, which may not exceed seven (7) years, shall be voted or acted upon after three (3) years from its date, unless the proxy expressly provides for a longer period. Unless and until voted, every proxy shall be revocable at the pleasure of the person who executed it or of his or her legal representative or assigns, except in those cases where an irrevocable proxy permitted by the NRS shall have been given.

Section 2.8 **Quorum and Adjournment(s) of Meetings**

Except as specifically provided otherwise by the NRS, the Articles of Incorporation, or these Bylaws, a majority of the aggregate number of shares of each class of capital stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at a meeting of stockholders. If such majority shall not be present in person or represented by proxy at a meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time until holders of the requisite number of shares of stock entitled to vote at the meeting shall be present in person or represented by proxy. When a meeting of stockholders is adjourned to another place, date or time, notice need not be given of the adjourned meeting if the place, dale, and time of such adjourned meeting are announced at the meeting at which the adjournment is taken. At any such adjourned meeting at which a quorum shall be present in person or represented by proxy, stockholders may transact any business that might have been transacted at the meeting as originally noticed, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment(s) thereof. if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. Stockholders may participate in a meeting by means of a telephone conference call or similar method of communication by which all persons participating in the meeting can hear each other.

Section 2.9 **Required Vote**

Except as specifically provided otherwise by the NRS, the Articles of Incorporation, or these Bylaws, the affirmative vote of a majority of the shares of each class of capital stock present in person or represented by proxy at a meeting of stockholders at which a quorum is present and entitled to vote on the subject matter (including, but not limited to, the election of directors to the Board) shall be the act of the stockholders with respect to the matter voted upon.

Section 2.10 **Action Without Meeting**

Notwithstanding contrary provisions of these Bylaws covering notices and meetings, any action required or permitted to be taken at an annual or special meeting of stockholders may be taken by stockholders without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by a majority of the holders of shares of capital stock issued and outstanding and entitled to vote on the subject matter, except that if a different proportion of voting power is required for such an action at a meeting, then that proportion of written consents is required. The written consents shall be filed with the minutes of the proceedings.

ARTICLE III
DIRECTORS

Section 3.1 **Board of Directors**

The business and affairs of the Company shall be managed by, or under the direction of, a Board of Directors. The Board may exercise all such powers of the Corporation and do all such lawful acts and things on its behalf as arc not by the NRS, the Articles of Incorporation or these Bylaws directed or required to be exercised or done by stockholders.

Section 3.2 **Number, Election and Tenure**

Except as otherwise provided by law, in no event shall the total number of directors which shall constitute the whole Board shall be initially set at one (1). The exact number of directors shall be two (2) until changed, within the limits specified above, by a bylaw amending this Section 3.2, duly adopted by the Board or by the stockholders. Except as provided otherwise in these Bylaws, directors shall be elected at the annual meeting of stockholders. Each director shall hold office until the annual meeting of stockholders next succeeding his or her election or appointment and until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Section 3.3 **Resignation and Removal**

Any director or member of a committee of the board may resign at any time upon written notice to the Board, the Chairman of the Board, or the President. Unless specified otherwise in the notice, such resignation shall take effect upon receipt of the notice by the Board, the Chairman of the Board, or the President. The acceptance of a resignation shall not be necessary to make it effective. Any director may be removed, either with or without cause.

Section 3.4 **Vacancies and Newly Created Directorships**

Vacancies occurring for any reason and newly-created directorships resulting from an increase in the authorized number of directors which shall constitute the whole Board, as fixed pursuant to Section 3.2 of these Bylaws, shall be filled by the election of a new director or directors by a majority of the remaining members of the Board, although such majority is less than a quorum, or by a plurality of votes cast at a special meeting of stockholders called for such purpose. Any director so chosen shall hold office until the annual meeting of stockholders next succeeding his or her election or appointment and until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal.

ARTICLE IV

MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1 Date, Time and Place

Meetings of the Board shall be held on such date and at such time and place, either within or without the state of Nevada, as shall be determined by the Board pursuant to these Bylaws.

Section 4.2 **Annual Meetings**

After the annual meeting of stockholders, the newly-elected Board may hold a meeting, on such date and at such time and place as shall be determined by the Board, for the purpose of organization, election of officers and such other business that may properly come before the meeting. Such meeting may be held without notice.

Section 4.3 **Regular Meetings**

Regular meetings of the Board may be held without notice on such date and at such time and place as shall be determined from time to time by the Board.

Section 4.4 **Special Meetings**

Special meetings of the Board may be held at any time upon the call of the Chairman of the Board, the President or the Secretary by means of oral, telephonic, written facsimile or other similar notice, duly given, delivered, sent or mailed to each director at least 48 hours prior to the special meeting, in the manner prescribed by Section 6.1 of these Bylaws. Special meetings of the Board may be held at any time without notice if all of the directors are present or if those directors not present waive notice of the meeting in writing either before or after the date of the meeting.

Section 4.5 **Quorum**

A majority of the whole Board as fixed pursuant to Section 3.2 of these Bylaws shall constitute a quorum for the transaction of business at a meeting of the Board. If a quorum shall not be present at a meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4.6 **Required Vote**

Except a specifically provided otherwise by the NRS, the affirmative vote of a majority of the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board with respect to the matter voted upon.

Section 4.7 **Action Without Meeting**

Any action required or permitted to be taken at a meeting of the Board, or committee thereof, may be taken by directors without a meeting if all of the members of the Board, or committee thereof, consent thereto in writing and such writing is filed with the minutes of proceedings of the Board, or committee thereof.

Section 4.8 **Telephone Meeting**

Members of the Board, or any committee thereof, may participate in a meeting of the Board, or committee thereof, by means of a telephone conference or similar method of communication by which all of the members participating in the meeting can hear each other. Participation by members of the Board, or committee thereof, by such means shall constitute presence in person of such members at such meeting.

ARTICLE V
COMMITTEES OF THE BOARD OF DIRECTORS

Section 5.1 **Designation and Powers**

The Board may designate one or more committees from time to time in its discretion, by resolution passed by the affirmative vote of a majority of the whole Board as fixed pursuant to Section 3.2 of these Bylaws. Each committee shall consist of one or more of the directors on the Board and the Board may appoint other persons who are not directors to serve on committees. The Board may designate one or more directors as alternate members or any committee who replace any absent or disqualified member **a t** any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members constitute a quorum. may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Company and may authorize the corporate seal of the Company affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Articles of Incorporation or these bylaws, adopting an agreement of merger or consolidation, recommending to stockholders the sale, lease, or exchange of substantially all of the Company's assets, or recommending to stockholders a dissolution of the Company, a revocation of a dissolution or the filing of a petition in bankruptcy; and, unless the resolution of the Board expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock of the Company or any class or series of stock. Each committee shall keep regular minutes of its meetings and shall report the same to the Board when requested to do so.

ARTICLE VI
NOTICES

Section 6.1 **Delivery of Notice**

Notices to stockholders and, except as permitted below, to directors on the board shall be in writing and may be delivered by mail or messenger. Notice by mail shall be deemed to be given at the time when such notice is deposited in a United States post office or letter box, enclosed in postpaid sealed wrapper, and addressed to a stockholder or director at his respective address appearing on the books and records of the Company, unless such stockholder or director shall have filed with the Secretary a written request that notices intended for such stockholder or director be mailed or delivered to some other address, in which case the notice shall be mailed to or delivered at the address designated in such request. Notice by messenger shall be deemed to be given when such notice is delivered to the address of a stockholder or director as specified above. Notices to directors also may be given orally in person or by telephone, or by telex, overnight courier or facsimile transmission (promptly confirmed in writing) or other similar means, or by leaving the notice at the residence or usual place of business of a director. Notice by oral communication, telex, overnight courier or facsimile transmission (properly confirmed in writing) or other similar means shall be deemed to be given upon such dispatch of such notice. Notice by messenger shall be deemed to be given when such notice is delivered to a director's residence or usual place of business. Notices, requests, and other communications required or permitted to be given or communicated to the Company by the Articles of Incorporation, these Bylaws, or any other agreement shall be in writing and may be delivered by messenger, United States mail, telex, overnight courier or facsimile transmission (promptly confirmed in writing) or other similar means. Notice to the Company shall be deemed to be given upon actual receipt of such notice by the Company.

Section 6.2 **Waiver of Notice**

Whenever notice is required to be given by the NRS, the Articles of Incorporation, or these Bylaws, a written waiver of notice signed by the person entitled thereto, whether before or after the time stated in the notice, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of stockholders, the Board, or committee of the Board need be specified in any written waiver of notice.

ARTICLE VII
OFFICERS

Section 7.1 **Officers**

At its annual meeting, or at such other meeting as it may determine, or by unanimous written consent of the directors without meeting, the Board shall elect such officers as the Board from time to time may designate or the business of the Company may require. The Company shall have a President, a Secretary and a Treasurer. The Chairman of the Board shall be selected from among the directors on the Board, but no other executive officer need be a member of the Board. Any number of offices may be held by the same person.

Section 7.2 **Other Officers and Agents**

The Board also may elect such other officers and agents as the Board from time to time may determine to be advisable. Such officers and agents shall serve for such terms, exercise such powers, and perform such duties as shall be specified from time to time by the Board.

Section 7.3 **Tenure, Resignation, Removal and Vacancies**

Each officer of the Company shall hold his office until his or her successor is elected and qualified, or until his or her earlier resignation or removal; provided, that if the term of office of any officer elected pursuant to Section 7.2 of these Bylaws shall have been fixed by the Bylaws or determined by the Board or other governing body, such person shall cease to hold office no later than the date of expiration of such term, regardless of whether any other person shall have been elected or appointed to succeed such person. Each officer shall hold his or her office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer elected by the Board may be removed at any time, with or without cause, by the Board; provided, that any such removal shall be without prejudice to the rights, if any, of the officer so employed under any employment contract or other agreement with the Company. Any officer may resign at any time upon written notice to the Board, the Chairman of the Board or the President. Unless specified otherwise in the notice, such resignation shall take effect upon receipt of the notice by the Board, the Chairman of the Board or the President. The acceptance of the resignation shall not be necessary to make it effective. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Board and such successor or successors shall hold office for such term as may be specified by the Board.

Section 7.4 **Authority and Duties**

All officers and agents, as between themselves and the Company, shall have such authority and perform such duties in the management of the Company as may be provided in these Bylaws and as generally pertain or are necessarily incidental to the particular office or agency. In addition to the powers and duties hereinafter specifically prescribed for certain officers of the Company, the Board from to time may impose or confer any or all of the duties and powers hereinafter specifically prescribed for any officer upon any other officer or officers. The Board may give general authority to any officer to affix the corporate seal of the Company and to attest the affixing by his or her signature.

Section 7.5 **The Chairman of the Board**

The Chairman of the Board, shall, if present, preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors or as may be prescribed by these Bylaws. If there is no President, then the Chairman of the Board shall also be the chief executive officer of the Company and shall have the powers and duties prescribed in Section 7.6 of these Bylaws.

Section 7.6 **The President**

The president shall be the Chief Executive Officer of the Company and, subject to the control of the Board, shall have general and active supervision of the business and affairs of the Company, shall sign certificates, contracts and other instruments of the Company as authorized, and shall perform all such other duties as are properly required of him by the Board of Directors or by the Chairman of the Board.

Section 7.7 **The Vice President(s)**

The several Vice Presidents shall perform the duties and have the powers as may, from time to time, be assigned to them by the Board or the President or the Chairman of the Board.

Section 7.8 **The Treasurer**

The Treasurer shall have the care and custody of all the funds of the Company and shall deposit the same in such banks or other depositories as the Board, or any officer or officers thereunder duly authorized by the Board, shall, from time to time, direct or approve. He shall keep a full and accurate account of all monies received and paid on account of the Company, and shall render a statement of his accounts whenever the Board shall require. He shall perform all other necessary acts and duties in connection with the administration of the financial affairs of the Company, and shall generally perform all the duties usually appertaining to the affairs of the treasurer of a corporation. When required by the Board, he shall give bonds for the faithful discharge of his duties in such sums and with such sureties as the Board shall approve. In the absence or disability of the Treasurer, the person designated by the President or Chairman of the Board shall perform his duties.

Section 7.9 **The Secretary**

The Secretary shall attend to the giving of notice of all meetings of stockholders and of the Board and committees thereof, and shall keep minutes of all proceedings at meetings of the stockholders, of the Board and of all meetings of such other committees of the Board as shall designate him to serve. The Secretary shall have charge of the corporate seal and shall have authority to attest any and all instruments or writings to which the same may be affixed. He shall keep and account for all books, documents, papers and records of the Company, except those for which some other officer or agent is properly accountable. He shall generally perform all the duties usually appertaining to the office of secretary of a corporation. In the absence or disability of the Secretary, the person designated by the President or the Chairman of the Board shall perform his duties.

ARTICLE VIII
CERTIFICATES OF STOCK

Section 8.1 **Form and Signature**

The stock certificates representing the stock of the Company shall be in such form or forms not inconsistent with the NRS, the Articles of Incorporation and these Bylaws as the Board shall approve from time to time. Stock certificates shall be numbered, the certificates for the shares of stock to be numbered consecutively, and shall be entered in the books and records of the Company as such certificates are issued. No certificate shall be issued for any share until the consideration therefor has been fully paid. Stock certificates shall exhibit the holder's name, certify the class and series of stock and the number of shares in such class and series of stock owned by the holder, and shall be signed (a) by the Chairman of the Board, or any Vice Chairman of the Board, or the President, or a Vice President, and (b) by the Treasurer, or Assistant Treasurer, or the Secretary, or any Assistant Secretary. Any or all of the signatures on a stock certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Company with the same effect as if he or she were such officer, transfer agent or registrar on the date of issuance.

Section 8.2 **Lost, Stolen or Destroyed Certificates**

The President may direct that a new stock certificate be issued in place of any certificate theretofore issued by the Company which is alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person, or his or her legal representative, claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a now certificate, the President, in his discretion and as a condition precedent to the issuance thereof, may require the owner of the lost, stolen or destroyed certificate, or his or her legal representative, to advertise the same in such manner as the President shall require and/or to give the Company a bond in such sum as the President shall direct as indemnity against any claim that may be made against the

Section 8.3 **Registration of Transfer**

Shares of common stock of the Company shall be transferrable only upon the Company's transfer by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Company by the delivery thereof to the person in charge of the stock and transfer books and ledgers of the Company, or to such other person as the Board may designate. Upon surrender to the Company of a certificate for shares, duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Company shall issue a new certificate to the person entitled thereto, cancel the older certificate and record the transaction on its books and records.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 **Record Date**

In order that the Company may determine the stockholders entitled to notice of, and to vote at, a meeting of stockholders, or to express consent or dissent to corporate action in writing without meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board may fix, in advance, a record date which shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of, and to vote at, a meeting of stockholders shall apply to any adjournment(s) of such meeting; provided, however, that the Board may, in its discretion, and shall if otherwise requires by these Bylaws fix a new record date for the adjourned meeting.

Section 9.2 **Registered Stockholders**

Except as specifically provided otherwise by the NRS, the Company shall be entitled to recognize the exclusive right of a person registered on its books and records as the owner of shares of stock of the Company to receive dividends and to vote as such owner, shall be entitled to hold such person liable for calls and **assessments,** and shall not be bound to recognize any equitable or other claim to, or interest in, such stock on the part of any other person, whether or not the Company shall have express or other notice thereof.

Section 9.3 **Dividends**

The Board shall declare and pay dividends ratably, share for share, on the Company=s capital stock in all sums so declared, out of funds legally available therefor.

Section 9.4 **Dividend Declarations**

Dividends on the capital stock of the Company may he declared quarterly, semiannually or annually as the Board may from time to time, in its discretion, determine.

Section 9.5 **Checks and Notes**

All checks and drafts on the bank accounts of the Company, all bills of exchange and promissory notes of the Company, and all acceptances, obligations, and other instruments for the payment of money drawn, signed, or accepted by the Company shall be signed or accepted, as the case may be, by such officer or officers, agent or agents, and in such manner as shall be thereunto authorized from time to time by the Board or by officers of the Company designated by the Board to make such authorization.

Section 9.6 **Fiscal Year**

The fiscal year of the Company shall commence on January **1** and end on December 31 of each year, unless otherwise fixed by resolution of the Board.

Section 9.7 **Corporate Seal**

The Company may adopt a corporate seal as authorized by the Board. The use of a seal or stamp by the Company on any corporate documents is not necessary; such use or nonuse shall not in any way affect the legality of the document.

Section 9.8 **Voting of Securities of Other Issuers**

In the event that the Company shall own and/or have power to vote any securities (including, but not limited to, shares of stock) of any other issuer, such securities shall be voted by the Chairman of the Board as provided in Section 7.5 of these Bylaws, or by such other person or persons, to such extent, and in such manner as may be determined by the Board. If the Company shall be a general partner in any partnership, the acts of the Company in such capacity may be approved by the Board and taken by the officers as may be authorized or determined by the Board from time to time.

Section 9.9 **Transfer Agents**

The Board may make such rules and regulations as it may deem expedient concerning the issuance, transfer, and registration of securities (including, but not limited to, stock) of the Company. The Board may appoint one or more transfer agents and/or one or more registrars and may require all stock certificates and other certificates evidencing securities of the Company to bear the signature of either or both.

Section 9.10 **Books and Records**

Except as specifically provided otherwise by the NRS, the books and records of the Company may be kept at such place or places, either within or without the State of Nevada, as may be designed by the Board.

ARTICLE X
INDEMNIFICATION

Section 10.1 **Indemnification and Insurance**

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding") by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer, employee or agent of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Company to the fullest extent authorized by the NRS, as the same exists or may hereafter be amended, against all costs, charges, expenses, liabilities and losses (including attorneys' fees, judgments, fines, ER1SA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. The right to indemnification conferred in this Section 10.1 shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the NRS requires the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Company of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section 10.1 or otherwise.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section 10.1 is not paid in full by the Company within thirty days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending an proceeding in advance of its final disposition where the required undertaking, if any, is required, or has been tendered to the Company that the claimant has not met the standard of conduct which make it permissible under the NRS for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the NRS, nor an actual determination by the Company (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(e) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 10.1 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation. by law, agreement, vote of stockholder or disinterested directors or otherwise.

(d) Insurance. The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the N RS.

(e) Witness. To the extent that any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise is by reason of such position a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her on his or her behalf in connection therewith.

ARTICLE XI
AMENDMENTS TO THESE BYLAWS

Section 11.1 **By the Stockholders**

These Bylaws may be amended or repealed in whole or in part and new Bylaws may be adopted by the affirmative vote of a majority of the aggregate number of shares issued and outstanding and entitled to vote on the matter, present in person or represented by proxy at a meeting of stockholders provided that notice thereof is stated in the written notice of the meeting.

Section 11.2 **By the Board of Directors**

These Bylaws may be amended or repealed in whole or in part and new Bylaws may be adopted by a majority of the Board at any regular or special meeting of the Board.

AMENDMENT NO. 1 TO BYLAWS

Of

MEDICINE MAN TECHNOLOGIES, INC.

Pursuant to the affirmative vote of the Board of Directors of Medicine Man Technologies, Inc., a Nevada corporation, the following amendment was duly adopted effective March 20, 2014:

"Section 3.2 The number of directors of the corporation shall be fixed from time to time by resolution of the board of directors, but in no instance shall there be less than one director or that number otherwise required by law. Each director shall hold office until the next annual meeting of shareholders or until his or her successor shall have been elected and qualified. Directors need not be residents of the state of Nevada nor shareholders of the corporation."

The balance of the Bylaws shall remain as stated.

/s/ Brett Roper, Secretary
Brett Roper, Secretary

Exhibit 3.3

First Corporate solutions

DOCUMENT FILING

914 S Street, Sacramento, CA 95811
P: 800.406.1577 F: 888.713.7409

IRVINE VENTURE LAW FIRM
Attn: Kelly Szatkowski
19900 MacArthur Blvd. # 1150
Irvine, California 92612

Report Date: March 23, 2015
FCS Reference Number: SAC1517410

Document Filing Report:

Type of Service:	Business Entity Filing
Jurisdiction/Filing Office:	Nevada Secretary of State, Nevada
Name(s):	Medicine Man Technologies, Inc.

Document Filing Information:

Name on Filed Document:	Medicine Man Technologies, Inc.
Document Type:	Certificate of Amendment
Date Filed:	March 19, 2015
Document	Number: 20150124902-66

BARBARA K. CEGEVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of *Barbara K. Cegevske* Barbara K. Cegevske Secretary of State State of Nevada	Document Number 20150124902-66
	Filing Date and Time 03/19/2015 12:20PM
	Entity Number E0149142014-4

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT **ABOVE SPACE IS FOR OFFICE USE ONLY**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:
Medicine Man Technologies, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

Section 3 is replaced with: The Corporation is authorized to issue two classes of shares, designated "Preferred Stock" and "Common Stock". The number of shares of Preferred Stock authorized is 10,000,000, par value .001 and the number of shares of Common Stock authorized 90,000,000, par value .001. The preferred Stock may be divided into such number of series as the Board may determine. The Board is authorized to determine and alter the right, preferences, privileges and restrictions granted and imposed upon any wholly unissued series of Preferred Stock, and to fix the number and designation of shares of any series of Preferred Stock. The Board, within limits and restrictions stated in any resolution of the Board, originally fixing the number of shares constituting any series may increase or decrease, but not below the number of such series then outstanding, the shares of any subsequent series.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: **7,765,000 out of 9,980,000**

4. Effective date of filing: (optional) Date: March 10, 2015 Time: 10:00 AM
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

x /s/ Brett Roper
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

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

Nevada Secretary of State Amend Profit-After
Revised: 1-5-15

This form must be accompanied by appropriate fees.

Exhibit 3.4

Exhibit 5.1

Andrew I. Telsey, P.C. Attorney at Law

12835 E. Arapahoe Road, Tower One, Penthouse #803, Englewood, Colorado 80112
Telephone: 303/768-9221 • Facsimile: 303/768-9224 • E-Mail: andrew@telseylaw.com

April 14, 2015

Board of Directors
MEDICINE MAN TECHNOLOGIES, INC.
13791 E. Rice Place, Suite 107.
Aurora, CO 80015

RE: MEDICINE MAN TECHNOLOGIES, INC.
Form S-1 Registration Statement and Related Prospectus

Dear Sirs:

We have acted as counsel to MEDICINE MAN TECHNOLOGIES, INC. (the "Registrant"), a Colorado corporation, in connection with the preparation of the above-referenced S-1 Registration Statement and related Prospectus ("Registration Statement"), relating to the registration of 1,604,000 shares of Common Stock, $.001 par value per share to be offered by the Registrant's Selling Shareholders (as defined in the Prospectus). We have examined the Articles of Incorporation, as amended, and By-laws of the Registrant, and such other documents as we have deemed relevant and material. Based on the foregoing, and certain representations of the officers, directors and representatives of the Registrant as to factual matters, it is the opinion of this office that:

1. The Registrant has been duly organized and is validly existing and in good standing in the State of Nevada, the jurisdiction of its incorporation.

2. The aforementioned securities to be registered pursuant to the Registration Statement have been duly and validly authorized by the requisite corporate action in accordance with the general requirements of corporation law. The aforesaid securities are validly authorized and issued, fully paid and nonassessable in accordance with the general requirements of Colorado corporation law including the statutory provisions, all applicable provisions of the Colorado Constitution and reported judicial decisions interpreting those laws.

Yours truly,

ANDREW I. TELSEY, P.C.

/s/ ANDREW I. TELSEY

Exhibit 10.1

TECHNOLOGY LICENSE AGREEMENT

This Technology License Agreement (“Agreement”) is made and entered into effective as of May 1, 2014 (the “Effective Date”) by and between Medicine Man Production Corporation, a Colorado corporation ("Licensor") and having offices at 4750 Nome Street, Denver, Colorado, 80239, and Medicine Man Technologies, Inc., a Nevada corporation ("Licensee"), and having offices at 13791 East Rice Place, Suite #107, Aurora, Colorado, 80015.

RECITALS

A. Whereas Licensor owns and possesses certain technology related to proprietary process(es) which have been developed, implemented and practiced at Licensor’s facilities (hereinafter defined and referred to as the "Process") relating to the commercial growth, cultivation, marketing and dispensing of medical marijuana and retail marijuana pursuant to state law and the rights to use and to license the confidential and proprietary information, trade secrets, skills, experience, recorded or unrecorded, developed and/or accumulated by Licensor, from time to time prior to and during the term of this Agreement (hereinafter referred to as the "Technology").

B. Whereas Licensor desires to receive disclosure of and to license the Technology in order to enable Licensee to use the Process in the manner contemplated herein.

C. WHEREAS, Licensor is willing to make such disclosure and to grant such license rights under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, the following terms shall have the meanings set forth below.

1.1 “Confidential Information” shall mean any data or information regarding the business operations of a party that is not generally known to the public and affords such party a competitive advantage, including but not limited to, information regarding products and product development, suppliers, marketing strategies, finance, operations, customers, sales, and internal performance results, and all information regarding proprietary processes, including but not limited to: concepts, designs, documentation, reports, data, specifications, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable. Confidential Information does not include information that: (i) is available to the public or that becomes available to the public through no act or failure to act by the recipient party; (ii) is known to the recipient party prior to the date of disclosure, unless the recipient party agreed to keep such information in confidence at the time of its receipt; (iii) properly obtained hereafter from a source that is not under an obligation of confidentiality with respect to such information; or (iv) is developed independently by the recipient party without reference to or use of the disclosing party’s Confidential Information.

1.2 "Control Person" shall mean a corporation or other legal entity and shall include any company or other business entity, present or future, in which that corporation or other legal entity owns or controls, directly or indirectly, more than fifty percent (50%) of the voting stock or otherwise has a controlling interest, but only so long as such ownership or control exists.

1.3 “Documentation” means the technical documentation, service manuals, operation manuals and guides, production control documents and other materials or other information associated with the Process, whether published or unpublished, including any applicable artwork and/or film.

1.4 “Field of Use” shall mean the commercial cultivation, marketing and dispensing of medical marijuana and retail marijuana pursuant to applicable state law.

1.5 "Improvement" shall mean any improvement, modification in or to the Technology and/or the Process or any derivative work thereof which is made, conceived or acquired by Licensee during the term of this Agreement and which Licensee is free to disclose and license without any obligation to any third party.

1.6 “Intellectual Property Rights” or “IP” shall mean all of the following, as they may exist in all jurisdictions throughout the world: (i) patent rights (including rights in published and unpublished patent applications and all patents issuing therefrom), (ii) copyrights, including but not limited to copyrights in documents, software, source code and object code; (iii) maskworks; (iv) trade secret rights in technical information including processes, procedures, techniques, methods, know-how and the like, and (v) any similar proprietary rights in technical data, inventions, discoveries, technical documentation and the like. For purposes of this Agreement, Intellectual Property or IP shall not include trademarks, trade names or service marks.

1.7 “License” shall mean the license granted by Licensor to Licensee pursuant to Section 2.2 of this Agreement.

1.8 “Licensee Products” means any products independently developed, manufactured, used or sold by Licensee that incorporate any portion of the Technology and/or are produced, manufactured or dispensed using any portion of the Process or any derivative works of the Technology or the Process, whether independently or bundled with any other products.

1.9 "Licensed Territory" shall mean worldwide.

2. **Grant of License.**

2.1 **License.** Subject to the terms, conditions and restrictions set forth herein, Licensor grants to Licensee a non-exclusive, worldwide, non-transferable (except as provided herein) license in the Field of Use, including the right to sub-license, under any and all of the Technology disclosed to Licensee pursuant to or in connection with this Agreement in connection with and for purposes of utilizing and practicing the Process to develop, cultivate and manufacture Licensed Products, including the right to use, sell and dispense Licensed Products in the Licensed Territory. Any sublicenses granted by Licensee pursuant to the terms and conditions of this Agreement shall be substantially in the form of the license agreement attached hereto as **Attachment A**.

2.2 **Improvements.** Licensee hereby grants Licensor a non-exclusive, worldwide, non-transferable (except as provided herein) license, including the right to sub-license, under any and all Improvements and under any patents issuing thereon in connection with and for purposes of utilizing and practicing the Process to develop, cultivate and manufacture Licensed Products, including the right to use, sell and dispense Licensed Products in the Licensed Territory. Without intending to limit the scope of the rights granted to Licensee as set forth above, Licensee agrees to treat such Improvements as confidential in the same way as it treats its own information of similar character.

3. Ownership.

3.1 **Technology and the Process.** Title to, ownership of the Technology, the Process, any accompanying Documentation, Confidential Information of Licensor, all copies thereof and all Intellectual Property Rights therein shall, as between Licensor and Licensee, be and at all times remain with Licensor or its designees, as applicable. All rights not expressly licensed herein are reserved to Licensor. Licensee hereby acknowledges that this Agreement is a license agreement and not an agreement for sale.

3.2 **Licensee Improvements.** All rights, title and interest in and to any enhancements, modifications, improvements, updates or derivative works ("Improvements", as defined in Section 1.5 above) made by or on behalf of Licensee to the Technology, the Process, or the Intellectual Property Rights, are and shall remain solely with Licensor including, without limitations, enhancements, modifications, improvements, updates or derivative works made to the Licensed Products by Licensor under direction from Licensee. Licensor acknowledges that all such future Licensee Improvements shall be included within the scope of the License granted hereunder. Licensee understands and agrees that the title to any such enhancements, modifications, Improvements, updates or derivative works shall be assigned to and is hereby assigned to Licensor.

3.3 **Licensor Improvements.** All rights, title and interest in and to any enhancements, modifications, Improvements, updates or derivative works, made by or on behalf of Licensor to the Technology, the Process or the Intellectual Property Rights shall be and remain the sole and exclusive property of Licensor but shall be included in the License granted to Licensee hereunder. The Licensor agrees to make available any such Improvements or modifications to the Licensee in a timely manner.

3.4 **Maintenance/Renewal Fees.** Licensee shall be responsible for paying all maintenance fees and taxes for the Technology throughout the entire term of this License Agreement to any recognizable third party with such authority to levy such or, should it occur that there is some other third party tax levied upon the Licensor as related to the Technology but shall not be required to pay any such maintenance fee or tax assessed directly to the Licensor.

4. License Fee/Audit Rights/Right to Inspect.

4.1 **License Fee.** In consideration for the License, Licensee shall deliver to the Licensor and/or its designee's stock certificate(s) representing 5,331,000 shares of common stock in the Licensee.

4.2 **Right to Inspect.** Licensee shall keep records in sufficient detail to permit licensor to ascertain and verify Licensee's compliance with the terms and conditions of this Agreement. Licensee shall permit Licensor or its duly authorized auditor to inspect, examine and copy Licensee's records applicable to the manufacture of Licensee Products at reasonable times and during normal business hours for purposes of verifying the accuracy of the manufacturing and dispensing reports and any payments made or required to be made by Licensee hereunder. If any such inspection or audit reveals any discrepancies or failure to comply with the requirements of this Agreement, Licensor shall provide prompt notice thereof to Licensee, and Licensee shall take immediate steps to remedy and such deficiencies and/or area of non-compliance.

5 . **Support; Updates.** Licensor shall have the obligation to provide support and or maintenance with respect to the Process and Licensor shall provide updates, upgrades, or any improvements or modifications to the Technology and the Process to Licensee.

6 Confidentiality and Nondisclosure.

6.1 Each party acknowledges that, in the course of performance pursuant to this Agreement, each party may obtain Confidential Information relating to the other party. Such Confidential Information shall belong solely to discloser of such Confidential Information. Neither party shall use or disclose Confidential Information of the other party to third parties, without the written consent of the disclosing party. Each party agrees to undertake reasonable measures to maintain the Confidential Information in confidence, which measures shall be no less than the measures taken by the recipient party to protect its own Confidential Information and shall include entering into such confidentiality and non-disclosure agreements as required substantially in the form of agreement as attached hereto in Attachment B. Each party agrees to report immediately to the other party any unauthorized use or disclosure of Confidential Information of which such party has actual knowledge. Upon expiration or termination of this Agreement, each party will immediately destroy or erase all copies of the Confidential Information and, upon the other party's request, promptly confirm destruction of same by signing and returning to the other party a certificate of destruction satisfactory to such other party.

6.2 Licensee shall not remove, modify or obliterate any restrictive markings on any documents or other materials provided to it by Licensor.

6.3 In order to protect and preserve the rights granted to Licensee pursuant to Article 2, Licensee agrees to implement procedures with respect to the protection of intellectual property and proprietary information which are consistent with industry standards and which are reasonably acceptable to Licensor. The parties shall agree on such procedures and reduce them to writing prior to any transfer of Technology from Licensor to Licensee.

7. Representations and Warranties; Covenants; Disclaimers.

7.1 **Representations and Warranties of Licensor.** Licensor hereby represents and warrants to Licensee the following.

(a) Organization/Good Standing. Licensor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado.

(b) Authority. Licensor has the full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement. All corporate action on the part of Licensor, its officers, directors and stockholders necessary to execute and deliver this Agreement has been taken and this Agreement constitutes a valid binding and enforceable agreement in accordance with its terms.

(c) No Conflicts. Performance of the obligations of Licensor under the terms of this Agreement will not violate any provision of its certificate of incorporation or bylaws or conflict with or breach any agreement to which Licensor is a party.

(d) Ownership.

(i) Licensor is the sole and exclusive owner of the Technology, the Process, and all Intellectual Property Rights therein.

(ii) Licensor has all legal right and authority to grant and convey to Licensee the rights and licenses contained in this Agreement without violation or conflict with any law.

(iii) To the best of Licensor's knowledge and belief, no action, suit, claim, arbitration, or other proceeding exists, is pending or threatened which is inconsistent with the rights granted under this Agreement or Licensor's ownership of the Technology, the Process or any of the Intellectual Property Rights therein.

(iv) To the best of Licensor's knowledge and belief, neither the Technology nor the Process infringe upon any proprietary or intellectual property rights of any third party.

7.2 **Representations and Warranties of Licensee.** Licensee hereby represents and warrants to Licensor the following.

(a) Organization; Good Standing. Licensee is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada.

(b) Authority. Licensee has the full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement. All corporate action on the part of Licensee, its officers, directors and stockholders necessary to execute and deliver this Agreement has been taken and this Agreement constitutes a valid binding and enforceable agreement in accordance with its terms.

(c) No Conflicts. Performance of the obligations of Licensee under the terms of this Agreement will not violate any provision of its certificate of incorporation or bylaws or conflict with or breach any agreement to which Licensee is a party.

7.3 **Covenants and Disclaimers.**

(a) Licensor makes no representation, warranty, guarantee or the like with respect to the Technology, the Process, or the Intellectual Property Rights licensed hereunder or with respect to the results to be obtained from the use of any of the foregoing, except that Licensor represents and warrants that it has no contractual obligation to any third party which is in conflict with the rights and licenses granted herein. Licensee expressly agrees to assume all risk and liability arising from its election to use or rely on the Technology, the Process and any Intellectual Property Rights licensed hereunder. Similarly, Licensor expressly agrees to assume all risk and liability arising from its election to use or rely on Improvements provided to Licensor pursuant to this Agreement.

(b) Licensor makes no representation or warranty that the Technology, the Process, or the Intellectual Property Rights licensed hereunder can be exploited without infringing the intellectual property rights of others, and Licensee assumes all risk and liability for claims of infringement arising from its use of or reliance on the foregoing. If Licensee receives any claim or threat of any claim that its use of the Technology, the Process, or the Intellectual Property Rights licensed hereunder infringes any third party rights, it shall promptly advise Licensor and Licensor shall have the right, but not the obligation, to defend or settle any such claim or threat of claim.

(c) Nothing in this Agreement is intended to or shall require Licensor to file patent applications or maintain patent applications or patents and Licensor shall at all times be free to abandon patents and applications at its sole discretion.

(d) Licensee shall be responsible for compliance with all laws and/or regulations applicable to its activities under this Agreement and, upon the request of Licensor, Licensee shall defend, indemnify and hold-harmless Licensor and its officers, directors and employees from any claim, liability or related costs or expense, howsoever arising, resulting from or connected with Licensee's failure to do so.

(e) The liability of Licensor and its Control Persons to Licensee pursuant to or in connection with this Agreement is specifically limited as provided herein and Licensee hereby expressly waives any remedies, rights, representations or warranties, arising by law or otherwise, which are not set forth herein.

8. Term of License. Provided that neither party is in material breach of this Agreement, the term hereof shall continue in full force and effect until otherwise terminated by either party in accordance with the provisions hereof subject to the following conditions.

8.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of ten years after the Effective Date (provided that neither party is in material breach of this Agreement, the term hereof shall continue in full force and effect until otherwise terminated by either party in accordance with the provisions hereof) (the "Initial Term"), which term will automatically be extended ten additional years on the tenth anniversary of the Effective Date (a "Renewal Term") and on the tenth anniversary of the first of May each Renewal Term such that the term of this Agreement will be automatically renewed and extended for successive ten-year terms indefinitely unless and until terminated in accordance with the terms hereof.

8.2 **Termination for Cause.** Without derogating from any other remedies that Licensee or Licensor may have under the terms of this Agreement or at law or in equity, Licensee or Licensor shall have the right, upon a thirty (30) day prior written notice, to terminate this Agreement forthwith upon the occurrence of any of the following:

(a) The commission of a material breach by the other party of its obligations hereunder, and such other party's failure to remedy such breach within forty (45) days after being requested in writing to do so; or

(b) The other party's liquidation or bankruptcy, whether voluntarily or otherwise, or if it makes an assignment for the benefit of creditors, if such proceeding is not dismissed within ninety (90) days after the filing thereof.

9. Indemnification.

9.1 **By Licensee.** Licensee shall defend, indemnify, protect and hold Licensor and its officers, directors and employees harmless against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from any breach of this Agreement by Licensee or the use or modification of the Technology, the Process or the Intellectual Property Rights by Licensee or by others to whom Licensee has provided access thereto.

9.2 **By Licensor.** Licensor shall defend, indemnify, protect and hold Licensee and its officers, directors and employees harmless against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from any breach of this Agreement by Licensor or the use or modification of the Technology, the Process, or the Intellectual Property rights by Licensor or by others to whom Licensor has provided access thereto.

10. **Limitation of Damages and Liability.** IN NO EVENT SHALL LICENSOR OR ITS CONTROL PERSONS, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE, LOSS OF INFORMATION, LOSS OF DATA, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OF LICENSEE OR ANY THIRD PARTY (EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO LICENSEE'S USE OF THE TECHNOLOGY OR THE PROCESS AND/OR ACCOMPANYING DOCUMENTATION OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. IN NO EVENT SHALL LICENSOR'S LIABILITY EXCEED THE AMOUNT, IF ANY, OF SHARES OR OTHER CONSIDERATION ACTUALLY RECEIVED BY LICENSOR UNDER THIS AGREEMENT.

FURTHERMORE, IN NO EVENT SHALL LICENSEE OR ITS CONTROL PERSONS, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE, LOSS OF INFORMATION, LOSS OF DATA, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OF LICENSEE OR ANY THIRD PARTY (EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO LICENSOR'S USE OF THE TECHNOLOGY OR THE PROCESS AND/OR ACCOMPANYING DOCUMENTATION OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT.

11. **Regulatory or Legislative Change.** In the event of any material change in any state or federal statute, regulation or definitive interpretation thereof by a government agency or administrative body ("Laws"), or an enforcement action against Licensor or its Control Persons arising under any Laws, in each case which shall make this Agreement unlawful in whole or in material part, the parties shall immediately enter into good faith negotiations regarding a license arrangement (if necessary) which is consistent with such Laws and approximates as closely as possible the economic position of the parties hereunder prior to the change. If the parties are unable to reach such an agreement within 45 days following written notice from one party to the other, then either party may terminate this Agreement effective upon 90 days' prior written notice. Licensee recognizes that Licensor is engaged in a regulated business, is subject to registration and regulation by state and federal authorities. In furtherance of the foregoing, the parties agree as follows:

11.1 After thorough discussion with Licensee, Licensor will use its best independent judgment to determine, in its sole discretion, if the changes in the parties' relationship, as reflected in this Agreement, are sufficiently significant to trigger voluntary disclosure to or additional approval from applicable regulatory authorities. Subject to the immediately preceding sentence, Licensor will involve Licensee to the maximum extent possible in its dealings and communications with regulators on an ongoing basis.

11.2 If any state or federal regulator requires changes to the agreements made by the parties, as reflected in this Agreement, the parties will work together in good faith to reach a mutually satisfactory modified arrangement that respects to the greatest extent possible the agreements that the parties have made.

12. General Provisions.

12.1 **Governing Law.** This Agreement will be governed in accordance with the laws of the State of Colorado without regard to its conflict of law provisions.

12.2 **Attorney's Fees.** The prevailing party in any court action or arbitration may be awarded reasonable attorney's fees and costs from the non-prevailing party.

12.3 **Notices.** All notices and other communications pursuant to this Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, via facsimile, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, addressed to the party at the address set forth on the signature page to this Agreement, or at such other address for such party as shall be specified by like notice. All such notices and other communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of a facsimile, when the party receiving such copy shall have confirmed receipt of the communication, (c) in the case of delivery by nationally-recognized overnight courier, on the business day following dispatch, and (d) in the case of mailing, on the third business day following such mailing.

12.4 **Severability; Survival.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force. The following provisions of this Agreement shall survive the termination or expiration hereof: Section 3, 6, 9, 10 and 11.

12.5 **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

12.6 **Entire Agreement.** This Agreement together with all appendices, each of which is hereby incorporated by reference, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

12.7 **Assignment.** Neither party may assign this Agreement by operation of law or otherwise, in whole or in part, other than pursuant to a merger or a transfer of a majority of its assets, without the other party's written consent, which consent shall not be unreasonably withheld or delayed; provided, however, either party may assign this Agreement to an affiliate or successor without the prior written consent of the other party. Any attempt to assign this Agreement in derogation hereof shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the parties.

12.8 **Equitable Relief.** Licensee acknowledges and agrees that, due to the unique nature of the Technology, the Process and Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that, upon any such breach or threat thereof, Licensor shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies they may have at law.

12.9 **Expenses.** Each party shall be responsible for all expenses incurred by such party in connection with the negotiation and execution of this Agreement.

12.10 **Expenses of Enforcement.** If any Party is required or elects to take legal or equitable action against the other to enforce the non-defaulting Party’s rights under this Agreement or to require performance by the defaulting Party of its obligations under this Agreement, then the non-prevailing Party shall pay to the prevailing Party all costs and expenses, including, without limitation, reasonable attorneys’ fees and court costs, incurred by the prevailing Party in such action, whether or not suit is filed. Such payment shall be made within thirty (30) days following the date of any final settlement among the parties or the judicial judgment. A Party is deemed to have prevailed if it obtains a judgment or settlement in its favor that substantially provides for the relief contemplated either in its complaint or responsive pleading.

12.11 **Publication.** Each party hereto agrees that during the term of this Agreement, it will not publicize the terms and conditions hereof, except:

(i) with the prior written consent of the other party,

(ii) pursuant to an order of a court or governmental body of competent jurisdiction,

(iii) as may be required by law, or

(iv) as may be necessary to exercise its rights hereunder.

12.12 **Relationship of the Parties.** Neither Licensee nor Licensor is an agent of the other party and nothing in this Agreement shall be construed to create any partnership, joint venture, agency or any similar relationship between the parties. Neither party has any express or implied authority to act or make any representations whatsoever on behalf of the other party.

(a) The parties hereby acknowledge that the Licensee shall not have the rights to use, deploy, or grant in any fashion the name 'Medicine Man' to any client or third party other than by use of the term 'Medicine Man Technologies' by rights of deployment of the separate license agreement(s) that may be entered into in the future by the Licensee and its clients.

12.13 **Counterparts.** This Agreement may be executed in counterparts, including electronically transmitted counterparts, each of which shall be deemed an original and together shall be considered a single agreement.

IN WITNESS WHEREOF, the parties have executed this Technology License Agreement as of the Effective Date.

LICENSOR

MEDICINE MAN PRODUCTION CORPORATION

By: /s/Andy Williams
Andy Williams
Its President
4750 Nome Street
Denver, Colorado 80239

LICENSEE

MEDICINE MAN TECHNOLOGIES, INC.

By: /s/ Brett Roper
Brett Roper
Its Director of Licensing
13791 East Rice Place, Suite #107
Aurora, Colorado 80015

Exhibit 10.2

February 5, 2015

Brett Roper

Medicine Man Technologies, Inc.

4750Nome St

Denver, CO 80239

Dear Mr. Roper,

Breakwater Corporate Finance is pleased to provide Medicine Man Technologies, Inc. (hereinafter "the Company", "you", "your") with the professional services described below. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Scope of Engagement

Oversee, manage and maintain the Company's financial systems in the role of the Company's Chief Financial Officer (CFO) on a contract basis.

The responsibilities of the position will include the following items:

- Provide bookkeeping staff to facilitate the creation and maintenance of the Company's ongoing financial record keeping
- Develop and monitor appropriate accounting information systems to facilitate financial record keeping
- Prepare financial statements and supporting scheduled as needed to assure timely reporting of quarterly 10-Q 's and annual 10-K
- Assist management in developing strategic financial models to assist them in accomplishing the Company's mission
- Provide analysis and financial input as requested to Company management

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

Client Responsibilities

You authorize us to accept instructions from your representative, Brett Roper, for this engagement. As a condition to our performing the services described above, you agree to:

- designate and individual within senior management, to oversee the services;
- evaluate the adequacy and results of the services performed;
- accept responsibility for the results of the services; and

You agree that you will not and are not entitled to rely on any advice unless it is provided in writing.

Professional Firm Responsibilities

We will perform our services in accordance with the Statement on Standards for Consulting Services and applicable professional standards promulgated by the American Institute of Certified Public Accountants.

This engagement is limited to the professional services outlined above. Breakwater Corporate Finance, in its sole professional judgment, reserves the right to refuse to take any action that could be construed to be outside the realm of what would be professionally considered legally or ethically acceptable.

The above professional services will be performed based on information you provide to us. We will not verify or audit this information. We will not audit or review your financial statements. Our engagement cannot be relied upon to disclose errors, fraud, or theft.

Term of Engagement

We plan to begin the above engagement on or about February 6, 2015 through such time as the company begins activity trading on a public exchange or bulletin board (the "milestone"). These services will be until this milestone is achieved or upon termination of the engagement with 30 days' notice, if earlier.

Fees and Billings

Our fees for the services outlined above will initially be $1,000 monthly, plus out-of-pocket expenses. In addition, upon the company achieving the milestone, Breakwater Corporate Finance, LLC or its principals will receive a stock grant of 25,000 shares of the company's common stock.

Monthly fees will be due and payable by the 6th day of the each month. Our fee is based upon the complexity of the work to be performed and our professional time to complete the work, currently estimated at approximately 10 hours per month.

Termination and Other Terms

We reserve the right to withdraw from this engagement without completing the work if we determine professional standards require. If any portion of this agreement is deemed invalid or unenforceable, such a finding shall not invalidate the remainder of the terms set forth in this engagement letter.

We appreciate the opportunity to be of service to Medicine Man Technologies, Inc. Please date and sign the enclosed copy of this engagement letter and return it to us to acknowledge your agreement with its terms.

Very truly yours,

/s/ Paul Dickman
Breakwater Corporate Finance, LLC
Paul Dickman, Principal

APPROVED:

/s/ Brett Roper
Medicine Man Technologies, Inc.
Brett Roper,
Chief Operating Officer and Secretary of the Board of Directors

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement of Medicine Man Technologies, Inc. on Form S-1, of my report dated April 10, 2015 on the financial statements of Medicine Man Technologies, Inc. for the year ended December 31, 2014.

In addition, I consent to the reference to me under the heading "Experts" in the Registration Statement.

/s/ B.F. Borger CPA PC

Certified Public Accountants
Lakewood, Colorado
April 10, 2015

Exhibit 23.2

Andrew I. Telsey, P.C. Attorney at Law

12835 E. Arapahoe Road, Tower One, Penthouse #803, Englewood, Colorado 80112
Telephone: 303/768-9221 • Facsimile: 303/768-9224 • E-Mail: andrew@telseylaw.com

April 14, 2015

Board of Directors
MEDICINE MAN TECHNOLOGIES, INC.
13791 E. Rice Place, Suite 107.
Aurora, CO 80015

RE: MEDICINE MAN TECHNOLOGIES, INC.
Form S-1 Registration Statement and related Prospectus

Dear Sirs:

We hereby consent to the use of the opinion of this firm as Exhibit 5.1 to the Registration Statement of the Registrant, and further consent to the reference to our name in such Registration Statement and related Prospectus.

Yours truly,

ANDREW I. TELSEY, P.C.

/s/Andrew I. Telsey, P.C.