

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 20, 2020

**Medicine Man Technologies, Inc.**  
(Exact Name of Registrant as Specified in Its Charter)

**Nevada**  
(State or Other Jurisdiction of Incorporation)

**001-36868**  
(Commission File Number)

**46-5289499**  
(IRS Employer Identification No.)

**4880 Havana Street, Suite 201**  
**Denver, Colorado**  
(Address of Principal Executive Offices)

**80239**  
(Zip Code)

**(303) 371-0387**  
(Registrant's Telephone Number, Including Area Code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

<b>Title of Each Class</b>	<b>Trading Symbol(s)</b>	<b>Name of Each Exchange On Which Registered</b>
Not applicable	Not applicable	Not applicable

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01. Entry into a Material Definitive Agreement.**

On April 20, 2020, Medicine Man Technologies, Inc. (the “Company”) consummated the merger (the “Merger”) previously announced in a Current Report on Form 8-K filed November 29, 2019, whereby through subsidiary, PBS Merger Sub, LLC (“Merger Sub”), the Company entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Mesa Organics, Ltd. (“Mesa”) and Mesa owners, James Parco and Pamela Parco (together with the Company, the Merger Sub, and Mesa, the “Parties”). On April 20, 2020, the Parties entered into an amendment to the Merger Agreement. The aggregate purchase price is \$2,643,314.84 of cash and 2,594,754 shares of the Company’s common stock, par value \$0.001 per share. Upon consummation of the Merger, the Company acquired ownership of Mesa’s subsidiaries, which are in the business of owning and operating certain marijuana establishments in the state of Colorado, pursuant to the MED and local licenses.

The foregoing description of the Merger Agreement and the Amendment and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which is filed as Exhibit 2.1 to the Company’s Current Report on Form 8-K filed November 29, 2019 and the Amendment which is filed as Exhibit 2.1 to this report and incorporated herein by reference. The Merger Agreement and the Amendment, and the foregoing description of the Merger Agreement and Amendment, have been included to provide investors and our stockholders with information regarding the terms of the transactions contemplated by the Merger Agreement. The representations and warranties in the Merger Agreement and Amendment were made as of a specified date and may be subject to materiality standards different than what would be viewed as material to stockholders. As such, the representations and warranties should be considered in conjunction with the entirety of the disclosures about the Company in the public reports filed with the U.S. Securities and Exchange Commission.

**Item 1.02. Termination of a Material Definitive Agreement.**

On April 20, 2020, the Company received a notice of termination from Ahab, LLC, Garden Greens, LLC, Suls LLC, Heartland Industries, LLC and Tri City Partners LLC, (each of whom operates under the name “Strawberry Fields”) terminating the term sheet to acquire such entities. The term sheet was previously described in the Company’s Current Report on Form 8-K filed on September 11, 2019, and incorporated herein by reference.

**Item 2.01 Completion of Acquisition or Disposition of Assets**

The information provided in response to Item 1.01 of this report is hereby incorporated by reference into this Item 2.01.

**Item 7.01 Regulation FD Disclosure**

On April 20, 2020, the Company issued a press release announcing that the parties had entered into the Merger Agreement. A copy of the press release is attached as Exhibit 99.1. The Company rebranded and conducts its business under the trade name, Schwazze. The corporate name of the Company continues to be Medicine Man Technologies, Inc.

**Item 9.01 Financial Statements and Exhibits.**

- (a) The financial statements required to be filed by Item 9.01(a) of Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date that this Current Report on Form 8-K must be filed.
- (b) The pro forma financial information required to be filed by Item 9.01(b) of Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date that this Current Report on Form 8-K must be filed.
- (d) Exhibits

**Exhibit No. Description**

- 2.1 [Merger Agreement dated November 23, 2019, by and among Medicine Man Technologies, Inc., PBS Merger Sub, LLC, Mesa Organics Ltd., James Parco, and Pamela Parco.](#) (Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed on November 23, 2019.)
- 2.2 [First Amendment to Agreement and Plan of Merger dated April 16, 2020 by and among Medicine Man Technologies, Inc., PBS Merger Sub, LLC, Mesa Organics Ltd., James Parco and Pamela Parco](#)
- 99.1 [Press Release dated April 20, 2020](#)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**MEDICINE MAN TECHNOLOGIES, INC.**

By: /s/ Justin Dye  
Justin Dye  
Chief Executive Officer

Date: April 24, 2020

**FIRST AMENDMENT  
TO  
AGREEMENT AND PLAN OF MERGER**

This First Amendment to the Agreement and Plan of Merger (this “**Amendment**”), dated as of April 16, 2020 (the “**Amendment Effective Date**”), is entered into among Medicine Man Technologies, Inc., a Nevada corporation (“**Parent**”), PBS Merger Sub, LLC, a Colorado limited liability company (“**Merger Sub**”), Mesa Organics Ltd. (“**Company**”), James E. Parco, an individual (“**James Parco**”), and Pamela Parco, an individual (“**Pamela Parco**”). Parent, Merger Sub, Merger Holdco, Company, James Parco, and Pamela Parco are each referred to in this Agreement as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, Parent, Merger Sub, Company, James Parco, and Pamela Parco entered into that certain Agreement and Plan of Merger dated as of November 23, 2019 (the “**Original Agreement**”);

WHEREAS, Merger Holdco is a wholly-owned subsidiary of Parent that was formed on April 13, 2020; and

WHEREAS, the Parties desire to amend the merger structure outlined in the Original Agreement as provided herein.

NOW THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged and agreed, and the Parties’ respective covenants, representations, warranties, and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree to amend the Original Agreement as follows, as of the Amendment Effective Date:

1. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Original Agreement.
2. Amendments.
  - a. Article I of the Original Agreement is hereby amended by deleting in its entirety the following definition and replacing with the following:

**“Base Consideration”** means \$2,646,314.84 of cash and 2,594,754 shares of Parent Common Stock.
  - b. Article I of the Original Agreement is hereby amended by inserting the following new definition:

**“Merger Holdco”** means PBS Merger Holdco, a Colorado limited liability company.
  - c. Article II of the Original Agreement is hereby amended by deleting Section 2.01, Section 2.02, Section 2.03 and Section 2.12 and replacing such Sections with the following:

**ARTICLE I**

**ARTICLE II**

**Section 2.01 The Merger.**

(a) Prior to the Effective Time, Parent will file Form 8832 (Entity Classification Election) with the Internal Revenue Service, electing for Merger Sub to be classified as an association taxable as a corporation, with an effective date that is at least one calendar day prior to the Closing Date.

(b) On the terms and subject to the conditions set forth in this Agreement, and in accordance with the CCAA and CLLCA, at the Effective Time, (a) Merger Sub will merge with and into Company, and (b) the separate corporate existence of Merger Sub will cease and Company will continue its corporate existence under the CCAA and CLLCA as the Surviving Company in the Merger (sometimes referred to herein as the “**Surviving Company**”).

(c) Following the Effective Time (as defined in Section 2.02) and subject to obtaining the prior consents and approvals from all relevant Governmental Authorities, Parent shall effect a merger of Surviving Company into Merger Holdco (“**Step Merger**”), whereby (a) Surviving Company will merge with and into Merger Holdco and (b) the separate corporate existence of Surviving Company will cease and Merger Holdco will continue its corporate existence under the CCAA and CLLCA as the surviving company in the Step Merger (“**Step Surviving Company**”). Parent shall use reasonable best efforts to cause Surviving Company and Merger Holdco to receive all required consents and approvals from the relevant Governmental Authorities in order to effect the Step Merger in a timely manner.

#### **Section 2.02 Effective Time.**

(a) Subject to the provisions of this Agreement, at the Closing, the Company, Parent and Merger Sub shall cause a statement of merger in a form mutually agreed to by Parent and the Members (the “**Statement of Merger**”) to be executed, acknowledged and filed with the Secretary of State of the State of Colorado in accordance with the relevant provisions of the CCAA and CLLCA. The Merger shall become effective at such time as the Statement of Merger has been duly filed with the Secretary of State of the State of Colorado or at such later date or time as may be agreed by the Company and Parent in writing and specified in the Statement of Merger in accordance with the CCAA and CLLCA (the effective time of the Merger being hereinafter referred to as the “**Effective Time**”).

(b) Subject to the provisions of this Agreement, Parent, Surviving Company and Merger Holdco shall cause a statement of merger in a form mutually agreed to by Parent and the Members (the “**Step Statement of Merger**”) to be executed, acknowledged and filed, with the Secretary of State of the State of Colorado in accordance with the relevant provisions of the CCAA and CLLCA. The Step Merger shall become effective at such time as the Step Statement of Merger has been duly filed with the Secretary of State of the State of Colorado in accordance with the CCAA and CLLCA (the effective time of the Step Merger being hereinafter referred to as the “**Step Effective Time**”).

#### **Section 2.03 Effects of Merger.**

(a) The Merger shall have the effects set forth herein and in the applicable provisions of the CCAA and CLLCA. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Merger Sub shall vest in the Surviving Company, and all debts, Liabilities, obligations, restrictions and duties of each of the Company and Merger Sub shall become the debts, Liabilities, obligations, restrictions and duties of the Surviving Company.

(b) The Step Merger shall have the effects set forth herein and in the applicable provisions of the CCAA and CLLCA. Without limiting the generality of the foregoing, and subject thereto, from and after the Step Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of the Surviving Company shall vest in the Step Surviving Company, and all debts, Liabilities, obligations, restrictions and duties of each of the Company and Merger Sub shall become the debts, Liabilities, obligations, restrictions and duties of the Step Surviving Company.

**Section 2.04 Tax Treatment.** The Merger is intended to constitute a “reorganization” within the meaning of Section 368(a)(1)(A) of the Code and in accordance with Revenue Ruling 2001-46, Situation 1, and Treas. Reg. 1.368-2(b)(1)(ii) and 1.368-2(b)(1)(iii), Example 2. The parties hereto intend the Merger to constitute a “plan of reorganization” within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3, which plan of reorganization the parties adopt by executing this Agreement.

d. Article III of the Original Agreement is hereby amended by deleting Section 3.02(b)(iii) and replacing it with the following:

(iii) the aggregate Closing Merger Consideration, as adjusted pursuant to **Section 2.06**, which Parent shall deliver by delivering to each Member, upon submission of such Member’s completed Letter of Transmittal and in accordance with the Allocation Schedule by (A) wire transfer in immediately available funds to an account or accounts designated by such Member in its applicable Letter of Transmittal; and (B) delivery of certificates representing the number of shares of Parent Common Stock issuable therein;

3. **Governing Law.** This Amendment shall be governed by, and interpreted and enforced in accordance with, the internal, substantive laws of the State of Colorado, without regard for conflict of law provisions.

4. **Miscellaneous.** Except as provided in this Amendment, the Original Agreement shall remain in full force and effect and unmodified. In the event of any conflict or inconsistency between the terms of the Original Agreement and those of this Amendment, the terms of this Amendment will govern and prevail to the extent necessary to resolve such conflict or inconsistency. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Agreement. This Amendment constitutes the full and complete understanding of the Parties with respect to this amendment of the Agreement and supersedes all prior agreements and understandings, whether written or oral, with respect thereto. This Amendment may be modified only by written agreement signed by authorized representatives of both Parties. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Amendment, to the extent signed and delivered as an attachment to an electronic mail message in "PDF" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Buyer and each Seller have caused this Amendment to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

MESA ORGANICS LTD.

By /s/ James Parco  
Name: James Parco  
Title: Member

By /s/ Pamela Parco  
Name: Pamela Parco  
Title: Member

/s/ James Parco  
JAMES PARCO

/s/ Pamela Parco  
PAMELA PARCO

MEDICINE MAN TECHNOLOGIES, INC.

By /s/ Justin Dye  
Name: Justin Dye  
Title: CEO

PBS MERGER SUB, LLC  
By: Medicine Man Technologies, Inc., Manager

By /s/ Justin Dye  
Name: Justin Dye  
Title: CEO

*[Signature Page to First Amendment to Asset Purchase Agreement]*



## **Schwazze, Formerly Known as Medicine Man Technologies, Inc., Announces the Closing of the Mesa Organics Acquisition**

*The Company becomes first publicly traded company to complete transaction under new Colorado HB19-1090 "PubCo" Bill*

DENVER, COLORADO – April 20, 2020 /Business Wire/ -- Schwazze, formerly known as Medicine Man Technologies Inc. (OTCQX:MDCL) ("Schwazze " or "the Company") today announced that it has completed its acquisition of Mesa Organics and its Purplebee's business.

The closing of Mesa Organics represents the first of the Company's previously announced pending acquisition it has entered into in Colorado with established and proven cannabis companies. The Company set these acquisitions in motion after a Colorado law change, House Bill 19-1090, allowed for public-company ownership—a law the Company's leadership lobbied on behalf of for years. After finalizing these acquisitions, Schwazze will be one of the largest vertically integrated cannabis operators. Upon the completion of its announced acquisitions, the Company's portfolio will consist of top-tier licensed brands spanning cultivation, extraction, infused-product manufacturing, dispensary operations, and robust product innovation and development all under one entity.

Mesa Organics operates four dispensaries throughout southern Colorado in Pueblo, Ordway, Rocky Ford, and Las Animas. Purplebee's is a leading pure CO2 and ethanol extractor and manufacturer, as well as a producer of cannabis products for some of the leading edible companies across the state.

"At Schwazze, we are building an extraordinary team and investing in team members, differentiated capabilities, innovative products and growing profitable businesses. Mesa Organics is a terrific business with strong leadership, talent and strong manufacturing and retail operations. We are excited to take the first step in our acquisition strategy and Mesa Organics and Purplebee's are a great strategic fit." said Justin Dye, Chief Executive Officer of Schwazze. "We welcome the talented Mesa Organics and Purplebee's group to our growing team. This transaction represents the first of many we look forward to closing this year."

"We are very excited to be joining the Schwazze family," said Dr. Jim Parco, Co-founder of Mesa Organics and Purplebee's. "Schwazze's vision of creating a leading vertically integrated cannabis company resonates greatly with me, and we are proud to be the inaugural acquisition as part of the largest roll-up in the state of Colorado. This is a milestone event for us and a testament to what we have accomplished over the past few years in serving our communities in a socially responsible manner with high-quality cannabis products. We look forward to teaming up with Schwazze family and future merger partners to build the most admired cannabis company."

Under the terms of the agreement, which has been unanimously approved by the Medicine Man Technologies, Inc. Board of Directors, the purchase consideration for the merger is approximately \$2.6 million in cash and approximately 2.6 million in shares of common stock, subject to certain holdback and adjustment provisions.

To learn more about Schwazze, visit [www.Schwazze.com](http://www.Schwazze.com).

### **About Schwazze**

Medicine Man Technologies, Inc. is now operating under its new trade name, Schwazze. Schwazze is executing its vision to become one of the nation's largest vertically integrated cannabis holding companies by revenue. Upon the completion of its announced acquisitions, its portfolio will consist of top-tier licensed brands spanning cultivation, extraction, infused-product manufacturing, dispensary operations, consulting, and a nutrient line. Schwazze leadership includes Colorado cannabis leaders with proven expertise in product and business development as well as top-tier executives from Fortune 500 companies. As a leading platform for vertical integration, Schwazze is strengthening the operational efficiency of the cannabis industry in Colorado and beyond, promoting sustainable growth and increased access to capital, while delivering best-quality service and products to the end consumer. The corporate entity continues to be named Medicine Man Technologies, Inc.



**About Mesa Organics**

Mesa Organics operates four dispensaries throughout Southern Colorado in Pueblo, Las Animas, Ordway, and Rocky Ford. Mesa Organics also operates a manufacturing license under the name Purplebee's, which is a leading producer of CO2 and ethanol-extracted high-volume cannabis distillate for the leading edible brands in Colorado. Purplebee's maintains a disciplined product portfolio around their core competencies consisting of vape cartridges, ultra-premium CO2 cannabis distillate, full spectrum extract, salve, and moonrocks.

**Forward-Looking Statements**

This press release contains "forward-looking statements." Such statements may be preceded by the words "intends," "may," "will," "plans," "expects," "anticipates," "projects," "predicts," "estimates," "aims," "believes," "hopes," "potential," or similar words. Forward-looking statements are not guarantees of future performance, are based on certain assumptions, and are subject to various known and unknown risks and uncertainties, many of which are beyond the Company's control and cannot be predicted or quantified. Consequently, actual results may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, without limitation, risks and uncertainties associated with (i) our inability to manufacture our products and product candidates on a commercial scale on our own or in collaboration with third parties; (ii) difficulties in obtaining financing on commercially reasonable terms; (iii) changes in the size and nature of our competition; (iv) loss of one or more key executives or scientists; and (v) difficulties in securing regulatory approval to market our products and product candidates. More detailed information about the Company and the risk factors that may affect the realization of forward-looking statements is set forth in the Company's filings with the Securities and Exchange Commission (SEC), including the Company's Annual Report on Form 10-K and its Quarterly Reports on Form 10-Q. Investors and security holders are urged to read these documents free of charge on the SEC's website at <http://www.sec.gov>. The Company assumes no obligation to publicly update or revise its forward-looking statements as a result of new information, future events or otherwise.

**Contact**

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