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): December 16, 2020

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

Nevada	**001-36868**	**46-5289499**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

4880 Havana Street, Suite 201 **Denver, Colorado**	**80239**
(Address of Principal Executive Offices)	(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:

Title of Each Class	**Trading Symbol(s)**	**Name of Each Exchange On Which Registered**
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.

Private Placement of Preferred Stock and a Note

On December 16, 2020, Medicine Man Technologies, Inc. (the "Company") entered into an Amendment to Securities Purchase Agreement with Dye Capital Cann Holdings II, LLC (the "Investor") to change the number of shares of the Company's Series A preferred stock, par value $0.001 per share (the "Preferred Stock") the Investor would purchase under the Securities Purchase Agreement, dated November 16, 2020 (as amended, the "SPA"), between the Company and the Investor from 12,400 to up to 13,000 in one or more closings, among other changes. The Company also executed a letter agreement with the Investor providing the rights described below (the "Letter Agreement").

The Company issued and sold to the Investor 7,700 shares of Preferred Stock on the same date, 1,450 shares of Preferred Stock on December 18, 2020, and 1300 shares of Preferred Stock on December 22, 2020. The purchase price was $1,000 per share of Preferred Stock, for aggregate gross proceeds of $10,450,000 and aggregate net proceeds of approximately $ 8,205,500 after deducting placement agent fees and estimated offering expenses.

In addition, on December 16, 2020, the Company entered into a Secured Convertible Note Purchase Agreement (the "NPA") with Dye Capital & Company, LLC ("Dye Capital") and issued and sold to Dye Capital a Convertible Note and Security Agreement in the principal amount of $5,000,000 (the "Note").

Also on December 16, 2020, the Company entered into a Consent, Waiver and Amendment with Dye Capital Cann Holdings, LLC ("Dye Cann I"), in order to waive certain participation rights in the offerings and amend the Securities Purchase Agreement between the Company and Dye Cann I, dated June 5, 2019, as amended (the "Dye Cann I SPA"), as described below (the "Waiver").

The Benchmark Company, LLC, SDDco-Brokerage LLC, and DelMorgan Group, LLC, each acted as placement agent in connection with the transactions described above, and will each receive $31,500.00 as the Company's placement agents.

Justin Dye, the Company's Chief Executive Officer and the largest beneficial owner of the Company's common stock, par value $0.001 per share (the "Common Stock"), controls the Investor, Dye Capital and Dye Cann I and has sole voting and dispositive power over the securities held by the Investor, Dye Capital and Dye Cann I. Mr. Dye, our Chief Operating Offering, Nirup Krishnamurthy, and one of our directors, Jeffrey Garwood, are part owners of the Investor and Dye Cann I. Mr. Krishnamurthy and Mr. Garwood do not beneficially own any of the securities held by the Investor or Dye Cann I. The Company's Board of Directors formed a special committee consisting of one independent director to review, evaluate, negotiate, approve and recommend to the full Board of Directors (if deemed appropriate), the issuance of shares of Preferred Stock in the transactions described under Item 1.01 and Item 2.01 of this Current Report on Form 8-K. In addition, the special committee obtained an opinion delivered by a financial advisory firm to the special committee, which concluded that, based upon and subject to the procedures followed, limitations on the review undertaken and assumptions made and qualifications and other matters contained in opinion, the consideration to be received for the issuance of the Preferred Stock was fair to the Company from a financial point of view.

Terms of the Preferred Stock

On December 16, 2020 and effective as of such date, the Company filed a Certificate of Designation of Series A Cumulative Convertible Preferred Stock (the "Certificate of Designation") with the Nevada Secretary of State to create and authorize up to 60,000 shares of Preferred Stock pursuant to authority granted to the Company's Board of Directors under the Company's articles of incorporation. The table below summarizes the principal terms of the Preferred Stock.

Dividend	Holders of Preferred Stock are entitled to receive cumulative dividends at the rate of 8% per annum on the "Preference Amount," which initially is equal to the $1,000 per-share purchase price and subject to increase, payable annually on each anniversary of the date of the first issuance of any shares of Preferred Stock to holders of record on each such payment date, by having such dividends automatically accrete as of each dividend payment date to, and increase, the outstanding Preference Amount.
Liquidation Preference	In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company, holders of Preferred Stock are entitled to be paid out of the Company's assets available for distributions to its stockholders, before any payment shall be made to the holders of any junior securities, such as the Common Stock, an amount in cash equal to the Preference Amount (plus the pro rata portion of the next dividend, if any), for each share of Preferred Stock. In connection with a Change of Control Transaction (as defined in the Certificate of Designation), either the Company or holders of Preferred Stock holding no less than a majority of the then-issued and outstanding shares of Preferred Stock may elect to treat such Change of Control Transaction as a liquidation and to receive the cash or the value of the property, rights or securities paid or distributed to holders of Preferred Stock in such Change of Control Transaction. Generally, a Change of Control Transaction means the occurrence of any of: (i) the acquisition by a person or group through a purchase, merger or other acquisition transaction or series or related transactions, in which such transaction or transactions are with the Company or approved by Company's Board of Directors, entitling that person or group to exercise more than a majority of the total voting power of all shares of the Company entitled to vote generally in the election of directors (including all securities such person has the right to acquire), (ii) a merger or consolidation involving the Company and, after giving effect to such transaction, the Company's stockholders immediately before such transaction own less than a majority of the Company's aggregate voting power the successor entity of such transaction immediately after such transaction, (iii) a sale, lease or transfer of all or substantially all of the Company's assets and the Company's stockholders immediately before such transaction own less than a majority of the aggregate voting power of the acquiring entity immediately after such transaction, or (iv) the Common Stock ceases to be listed on a Trading Market (as defined in the Certificate of Designation).
Conversion Price and Conversion Rights of the Holders	Each share of Preferred Stock will be convertible at the option of the holder thereof (i) for 90 days after the occurrence of a Listing Event (as defined in the Certificate of Designation), (ii) on the date of the consummation of a Change of Control Transaction if requested within 14 days after delivery to holders of a notice of an anticipated Change of Control Transaction, (iii) for 10 days after the receipt by the holders of a notice of forced redemption by the Company, and (iv) at any time after the first anniversary of the date of the first issuance of any shares of Preferred Stock, in each case, into that number of shares of Common Stock determined by dividing the Preference Amount (plus the pro rata portion of the next dividend, if any) of such share of Preferred Stock by $1.20. Generally, a Listing Event involves the listing of the Common Stock on the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange followed within 90 days thereafter by a public offering of Common Stock that generates gross proceeds to the Company of no less than $100,000,000.
Contingent Conversion Rights of the Company	The Company may force conversion of the Preferred Stock (i) within 90 days after the occurrence of a Listing Event, and (ii) on the date of the consummation of a Change of Control Transaction if requested within 14 days after delivery to holders of a notice of an anticipated Change of Control Transaction, other than a Change of Control Transaction as a result of the Common Stock ceasing to be listed on any Trading Market.
Redemption Rights	Each share of Preferred Stock will be redeemable at the option of the holder thereof (i) for 90 days after the occurrence of a Listing Event, (ii) at any time after the fifth anniversary of the date of the first issuance of any shares of Preferred Stock, (iii) on the date of the consummation of a Change of Control Transaction if requested within 14 days after delivery to holders of a notice of an anticipated Change of Control Transaction, or (iv) for five days after the receipt by the holder of a notice of forced conversion by the Company. In each case, a holder of Preferred Stock may elect to have the Company redeem all or any portion of the shares of Preferred Stock held for a redemption price per share equal to the Preference Amount (plus the pro rata portion of the next dividend, if any). The Company has a right to defer such redemption one or more times until no later than the one year anniversary of the redemption date originally requested by the holder, provided that the dividends rate would be increased from 8% to 10% per annum during the first six months of such deferral period and 15% thereafter, if applicable. In addition, the Company may redeem all or any portion of the Preferred Stock within 90 days after the occurrence of a Listing Event.

Ranking	With respect to conversion rights, redemption payments and rights upon the Company's liquidation, dissolution or winding-up or a Change of Control Transaction, the Preferred Stock will rank junior to the Company's indebtedness and any securities the Company issues in the future the terms of which expressly make such securities senior to the Preferred Stock, on a parity with any securities the Company issues in the future the terms of which expressly make such securities on a parity with any or all of the Preferred Stock, but senior to the Common Stock and any securities the Company issues in the future that are not expressly made on a parity or senior to the Preferred Stock.
Anti-Dilution	The Preference Amount and the conversion price are subject to customary adjustments for stock combinations, stock subdivisions, reclassification and similar events but not for subsequent issuances of Company securities.
Voting Rights	Each holder of Preferred Stock will be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held would convert into as of the record date for determining stockholders entitled to vote on any matter presented to the Company's stockholders for their action or consideration at any meeting (or by written consent in lieu of meeting) voting together with the holder of Common Stock as a single class as if such shares of Preferred Stock were convertible as of such date.

A copy of the Certificate of Designation is attached here to as Exhibit 3.1 and incorporated herein by reference.

Additional Terms of the SPA

The SPA contains the following covenants:

- *Investor Lock-Up*: The Investor may not sell any shares of Common Stock issuable upon conversion of Preferred Stock before December 16, 2021. Further, the Investor is prohibited from selling more than (i) 25% of the shares of Common Stock issuable upon conversion of the Preferred Stock during the 6-month period following December 16, 2021, and (ii) 50% of the shares of Common Stock issuable upon conversion of the Preferred Stock during the 6-month period following the 18 month anniversary of December 16, 2020. The December 16, 2020 date reflects the first closing restrictions tied to a date certain. December 18, 2020 and December 22, 2020 apply to the subsequent closings.
- *Registration Rights*: The Company granted the Investor certain demand and piggyback registration rights with respect to the shares of Common Stock issuable upon conversion of the Preferred Stock.
- *Equity Incentive Plan Limitation*: For as long as the Investor holds any shares of Preferred Stock, the Company may not have issued and outstanding awards under any equity incentive plan for the issuance of shares of Common Stock representing more than 12% of the then-issued and outstanding shares of Common Stock (calculated on an as-converted, fully-diluted basis, excluding warrants) in the aggregate.

The SPA also contains customary representations, warranties, covenants, including indemnifications, and closing conditions.

A copy of the SPA and the Amendment are attached here to as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Terms of the Letter Agreement

Under the Letter Agreement, for as long as the Investor owns, in the aggregate, at least $10,000,000 of the Preferred Stock, as measured by a trailing 30 day volume weighted average price of the Common Stock, on an as-converted basis, or continues to hold at least 10,000 shares of Preferred Stock, the Company is required to take all actions to ensure that either one individual if the Company's Board of Directors consists of five or fewer members or two individuals if the Company's Board of Directors consists of more than five members designated by the Investor shall be appointed to the Company's Board of Directors. For so long as the Investor is entitled to designate directors, each committee of the Company's Board of Directors shall include at least one Investor designee as a member or, if the Investor so elects, as an observer.

The Letter Agreement and the Investor's rights thereunder terminate upon the earlier of a Listing Event (as defined in the Letter Agreement), or a Change of Control Transaction (as defined in the Letter Agreement).

A copy of the Letter Agreement is attached here to as Exhibit 10.3 and incorporated herein by reference.

Terms of the Note

The table below summarizes the principal terms of the Note.

Principal Amount	$5,000,000
Term; Maturity Date	One year
Interest Rate	12% per year. 50% of any interest payable under the Note shall automatically accrue and be capitalized to the principal amount ("PIK Interest").
Amortization and Interest Payments	The Company must make monthly interest payments (other than PIK Interest). The principal amount and any unpaid interest (including PIK Interest) is due at maturity.
Voluntary Conversion	If a Qualified Financing (as defined in the Note) occurs or notice of prepayment is delivered, Dye Capital may elect to convert the principal amount and any accrued but unpaid interest into the securities issued in such Qualified Financing or the Preferred Stock at a conversion price equal to the price per share paid by the other investors in the Qualified Financing or in the issuance of the Preferred Stock. Generally, a Qualified Financing involves a transaction or series of transactions pursuant to which the Company issues and sells shares of its capital stock or securities convertible into shares of its capital stock for aggregate gross proceeds of at least $10,000,000 (excluding any proceeds from Dye Capital or its affiliates or any cancellation of indebtedness as consideration for the issuance of such securities).
Security and Collateral	The Note is secured in a senior priority position by substantially all of the Company's current and future assets, but a second-lien priority position as a result of the security interest of Star Buds with respect to the Star Buds assets.
Prepayment	The Company may prepay the Note with 30 days' advance notice, subject to Dye Capital's right to convert the Note.
Other Covenants	The Note contains customary covenants for this type of transactions, including, without limitation, covenants restricting the Company's business activities, and its ability to incur other indebtedness and encumbrances (other than Permitted Indebtedness and Permitted Liens (each as defined in the Note) and amend its organizational documents. In particular, the Company is prohibited from paying dividends or making other distributions on its capital stock and from redeeming its securities stock unless approved by Dye Capital.
Events of Default	Upon the occurrence of specified events of defaults, the interest rate increases to 20% per year and Dye Capital may accelerate the unpaid principal and interest. The Company must pay Dye Capital's reasonable and actual out-of-pocket costs and expenses in connection with collection of the indebtedness following an event of default. Events of defaults include, but are not limited to, (i) the Company's failure to pay, (ii) a breach of the terms of the Note or the NPA, (iii) a default under any other loan secured by the collateral for the Note in excess of $500,000, (iv) certain bankruptcy, creditor's rights or insolvency events involving he Company, (v) the Company's dissolution or the merger, consolidation or reorganization of the Company where the Company is not the surviving entity, (vi) the sale of all or substantially all of the collateral for the Note, (vii) the entry of a judgment against the Company which would reasonably be expected to have a material and adverse effect on the Company's ability to pay its obligations under the Note, and (viii) the occurrence of a Change of Control (as defined in the Note).

A copy of the Note is attached here to as Exhibit [4.1] and incorporated herein by reference.

Additional Terms of the NPA

The Company is required to reimburse Dye Capital for its out-of-pocket expenses in connection with the NPA and the Note. The NPA also contains customary representations, warranties, covenants, including indemnifications, and closing conditions.

A copy of the NPA is attached here to as Exhibit 10.4 and incorporated herein by reference.

Forward-Looking Statements and Limitation on Representations

This Current Report on Form 8-K contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this Quarterly Report on Form 10-Q other than statements of historical fact, including statements regarding our future results of operations and financial position, business strategy and plans, and objectives for future operations, are forward-looking statements. Forward-looking statements are based upon our current assumptions, expectations and beliefs concerning future developments and their potential effect on our business. In some cases, you can identify forward-looking statements by the following words: "may," "will," "could," "would," "should," "expect," "intend," "plan," "anticipate," "believe," "approximately," "estimate," "predict," "project," "potential," "continue," "ongoing," or the negative of these terms or other comparable terminology, although the absence of these words does not necessarily mean that a statement is not forward-looking. This information may involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from the future results, performance or achievements expressed or implied by any forward-looking statements. Stockholders and potential investors should not place undue reliance on these forward-looking statements. Although we believe that our plans, intentions and expectations reflected in or suggested by the forward-looking statements in this report are reasonable, we cannot assure stockholders and potential investors that these plans, intentions or expectations will be achieved. Except to the extent required by law, we undertake no obligation to update or revise any forward-looking statements, whether because of new information, future events, a change in events, conditions, circumstances or assumptions underlying such statements, or otherwise.

The representations and warranties of the Company contained in the SPA and the NPA have been made solely for the benefit of the parties thereto. In addition, such representations and warranties (i) have been made only for purposes of the SPA and the NPA, (ii) in some cases, have been qualified by documents filed with, or furnished to, the SEC by the Company before the date of the SPA and the NPA (and stockholders and investors should read the SPA and the NPA in the context of the Company's other public disclosures in order to have a materially complete understanding of the disclosures therein), (iii) are subject to materiality qualifications contained therein which may differ from what may be viewed as material by stockholders and investors, (iv) were made only as of the date of the SPA and the NPA or such other date as is specified therein, as applicable, and (v) have been included in the SPA and the NPA for the purpose of allocating risk between the contracting parties rather than establishing matters as facts.

The SPA, the NPA, the summary of the SPA and the NPA and the other disclosures included in this Current Report on Form 8-K are intended to provide stockholders and investors with information regarding the terms of the SPA, the NPA and the other transaction documents described herein, and not to provide stockholders and investors with any other factual information regarding the Company or its subsidiaries or their respective business. You should not rely on the representations and warranties in the SPA or the NPA or any descriptions thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the SPA or the NPA, which subsequent information may or may not be fully reflected in the Company's public disclosures. Other than as disclosed in this Current Report on Form 8-K, as of the date of this Current Report on Form 8-K, the Company is not aware of any material facts that are required to be disclosed under the federal securities laws that would contradict the representations and warranties in the SPA or the NPA. The Company will provide additional disclosure in its public reports to the extent that it is aware of the existence of any material facts that are required to be disclosed under federal securities laws and that might otherwise contradict the representations and warranties contained in the SPA and the NPA and will update such disclosure as required by federal securities laws. Accordingly, the SPA and the NPA should not be read alone, but should instead be read in conjunction with the other information regarding the Company and its subsidiaries that has been, is or will be contained in, or incorporated by reference into, the Forms 10-K, Forms 10-Q, Forms 8-K, proxy statements, registration statements and other documents that the Company files with the SEC.

Terms of the Waiver

Under the Waiver, Dye Cann I waived its rights under the Dye Cann I SPA to participate in the offerings of Preferred Stock and the Note and certain other rights to permit the offerings of the Preferred Stock and the Note. In addition, as consideration for entering into the Waiver, the Waiver amended Dye Cann I's existing right under the Dye Cann I SPA to appoint two individuals designated to the Board such that until the later of (i) two years from the last closing under the Dye Cann I SPA, or (ii) the date Dye Cann II no longer owns, in the aggregate, at least $10,000,000 of Common Stock, as measured by a trailing 30 day volume weighted average price of the Common Stock, or continues to hold at least 8,333,333 shares of Common Stock, the Company is required to take all actions to ensure that two individuals designated by Dye Cann I shall be appointed to the Company's Board of Directors.

A copy of the Waiver is attached here to as Exhibit 10.5 and incorporated herein by reference.

2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information included in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

The information included in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 3.02.

The issuance of the shares of Preferred Stock to the Investor and the Note to Dye Capital was exempt from registration under Securities Act Section 4(a)(2) and Securities Act Rule 506(b). The Investor and Dye Capital are sophisticated and represented in writing that they were accredited investors and acquired the securities for their own accounts for investment purposes. A legend will be placed on the certificates representing shares of Preferred Stock and on the Note, subject to the terms of the applicable transaction documents, stating that the securities in question have not been registered under the Securities Act and cannot be sold or otherwise transferred without registration or an exemption therefrom.

Item 3.03. Material Modification to Rights of Security Holders.

The information included in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 3.03.

5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information included in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 5.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
3.1	Certificate of Designation of Series A Cumulative Convertible Preferred Stock
4.1	Convertible Note and Security Agreement, dated December 16, 2020, issued to Dye Capital & Company, LLC
10.1	Securities Purchase Agreement, dated November 16, 2020, between Medicine Man Technologies, Inc. and Dye Capital Cann Holdings II, LLC
10.2	Amendment to Securities Purchase Agreement, dated December 16, 2020, between Medicine Man Technologies, Inc. and Dye Capital Cann Holdings II, LLC
10.3	Letter Agreement, dated December 16, 2020, between Medicine Man Technologies, Inc. and Dye Capital Cann Holdings II, LLC
10.4	Note Purchase Agreement, dated December 16, 2020, between Medicine Man Technologies, Inc. and Dye Capital & Company, LLC
10.5	Consent, Waiver and Amendment, dated December 16, 2020, between Medicine Man Technologies, Inc. and Dye Capital Cann Holdings, LLC

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/ *Dan Pabon*
Dan Pabon
General Counsel

Date: December 22, 2020

Exhibit 3.1

MEDICINE MAN TECHNOLOGIES, INC.

CERTIFICATE

December 16, 2020

This Certificate is furnished pursuant to and in connection with the Securities Purchase Agreement, dated as of November 16, 2020, by and among Medicine Man Technologies, Inc., a Delaware corporation (the "**Company**"), and the investors listed on the Schedule of Buyers thereto, as amended by the Amendment to the Securities Purchase Agreement, dated as of December 16, 2020 (the "**Purchase Agreement**"). Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Purchase Agreement.

I, the undersigned and Chief Financial Officer of the Company, do hereby certify, solely in my capacity as Chief Financial Officer of the Company and not in my individual capacity, on behalf of the Company, that:

1. The representations and warranties of the Company are true and correct as of the date when made and as of the date hereof as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date).

2. The Company has performed, satisfied and complied in material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date set forth above.

By: /s/ Nancy Huber
Name: Nancy Huber
Title: Chief Financial Officer

Exhibit 4.1

CONVERTIBLE PROMISSORY NOTE AND SECURITY AGREEMENT

$5,000,000.00 **As of December 16, 2020**

FOR VALUE RECEIVED, the undersigned, Medicine Man Technologies, Inc., a Nevada corporation doing business as Schwazze (hereinafter referred to as "**Maker**"), hereby promises to pay to the order of Dye Capital & Company, LLC (hereinafter referred to as "**Payee**"; Payee and any subsequent holder hereof being hereinafter referred to as "**Holder**"), on the Maturity Date (as hereinafter defined), without grace, at such place as Holder may designate to Maker in writing from time to time, the principal amount of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00), together with interest on so much thereof as is from time to time outstanding and unpaid, from the date hereof, at the rate hereinafter set forth, in lawful money of the United States of America, which shall, at the time of payment, be legal tender in payment of all debts and dues, public and private, all upon the terms and conditions specified below.

ARTICLE I

PAYMENT TERMS, CONVERSION AND CONDITIONS

1.01 Accrual and Calculation of Interest. Commencing the date hereof, interest shall accrue at the rate of twelve percent (12.0%) per annum. Interest shall be computed hereunder based on a 360-day year, and shall accrue for each and every day (365 days per year, 366 days per leap year) on which any indebtedness remains outstanding hereunder. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to close of business. Payment in federal funds immediately available in the place designated for payment and received by Holder prior to 2:00 p.m. local time at said place of payment shall be credited prior to close of business, while other payments may, at the option of Holder, not be credited until immediately available to Holder in federal funds in the place designated for payment prior to 2:00 p.m. local time at said place of payment on a day that Holder is open for business. Fifty percent (50%) of any interest payable hereunder shall automatically accrue and be capitalized to the principal amount of this Promissory Note and Security Agreement ("**PIK Interest**"). All PIK Interest that has accrued shall be payable in cash on the Maturity Date as part of the repayment of the principal amount of this Promissory Note and Security Agreement.

1.02 Payment of Principal and Interest. For so long as this Promissory Note and Security Agreement has not fully converted pursuant to Section 1.05 hereof, on each of the first eleven Monthly Payment Dates (as defined below), Maker shall make payments of interest due hereunder (but no principal repayments and excluding PIK Interest), which will be calculated by Maker based upon the daily outstanding principal loan balance hereunder (including PIK Interest) for the immediately preceding Monthly Period (as defined below). Thereafter, unless converted into securities of Maker pursuant to Section 1.05 hereof, the entire principal amount of this Promissory Note and Security Agreement, as well as all accrued and unpaid interest hereunder, including all PIK Interest, shall be repaid Maker on the twelfth Monthly Payment Date (the "**Maturity Date**"). For purposes hereof, "**Monthly Payment Date**" means the last Business Day of each calendar month, commencing with the month in which the date of this Promissory Note and Security Agreement occurred. For purposes hereof, "**Monthly Period**" means a calendar month. For purpose hereof, "**Business Day**" means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York, or is a day on which banking institutions located in the State of New York are closed.

Both principal and interest shall be payable without deduction for or on account of any present or future taxes, duties or other charges levied or imposed on this Promissory Note and Security Agreement, the proceeds hereof or on the ownership hereof by any government or any instrumentality, authority or political subdivision thereof. The Maker agrees, upon the request of Holder, to pay all such taxes (other than taxes on or measured by net income of Holder), duties and other charges in addition to the principal and interest evidenced by this Promissory Note and Security Agreement.

All payments and prepayments under this Promissory Note and Security Agreement shall first be applied to the extent thereof to all accrued but unpaid interest on the outstanding principal balance, then to costs and expenses incurred by Holder in seeking enforcement of this Promissory Note and Security Agreement, including reasonable attorneys' fees, with the remainder, if any, to be applied to the outstanding principal due.

This Promissory Note and Security Agreement is the "**Promissory Note**" referred to in that certain Secured Convertible Note Purchase Agreement, dated as of December __, 2020, by and between Maker and Holder (the "**Purchase Agreement**") and is subject to the terms and conditions of such Purchase Agreement.

1.03 Prepayment. Subject to Holder's option to convert pursuant to Section 1.05, the principal amount evidenced by this Promissory Note and Security Agreement may be prepaid in whole or in part, without penalty or premium and without the consent of Holder, at any time and from time to time by providing thirty (30) days of prior written notice (a "**Prepayment Notice**"). All prepayments in whole or in part of principal on this Promissory Note and Security Agreement shall include interest accrued but unpaid through the date of prepayment on the principal amount being prepaid.

1.04 Default and Event of Default.

It is further expressly agreed that the following events shall constitute an "**Event of Default**" hereunder: (a) failure of Maker to pay Holder (i) any principal on the Maturity Date or (ii) any accrued interest on each Monthly Payment Date or other payment obligation as stipulated herein and such failure to pay shall remain unremedied for two (2) Business Days thereafter; (b) breach (each, a "**Default**") by Maker of any other warranty, representation, covenant, term or condition of the Purchase Agreement or this Promissory Note and Security Agreement and the same has not been cured by Maker within thirty (30) days after written notice of such Default is provided by Holder to Maker; (c) a default under any loan or instrument in excess of $500,000, whether now existing or hereafter committed or made, secured by the Collateral (as defined in Section 2.01 below), which default shall continue after the applicable grace period, if any, specified in such loan or instrument, which would give rise to a right to accelerate the indebtedness that is the subject of such loan or instrument; (d) the filing by Maker of a voluntary petition for relief under Title 11 of the United States Code, as amended (the "**United States Bankruptcy Code**"), or a voluntary petition or answer seeking reorganization, arrangement or readjustments of debts, or any other relief under the United States Bankruptcy Code or any other insolvency act or law, state, federal or other governmental, now or hereafter existing, or any agreement by Maker indicating consent to, or approval or acquiescence in, any such petition or proceeding; (e) the application by Maker for, or the consent or acquiescence of Maker in the appointment of, a receiver or trustee for all or a substantial part of its property; (f) the making by Maker of a general assignment for the benefit of creditors; (g) the inability of Maker, or the admission of Maker in writing of its inability, to pay its debts as they mature; (h) the filing of an involuntary petition against Maker seeking reorganization, arrangement or readjustment of its debts or for any other relief under the United States Bankruptcy Code or any other insolvency act or law, state, federal or other governmental, now or hereafter existing, or the involuntary appointment of a receiver or trustee of Maker for all or a substantial part of its property or assets, or the issuance of a warrant of attachment or execution of similar process against a substantial part of the property of Maker and the continuance of such for thirty (30) days undismissed or undischarged; (i) the dissolution of Maker (whether voluntarily or otherwise) or the merger, consolidation or reorganization of Maker as to which Maker is not the surviving entity without the prior written consent of Holder, such consent not to be unreasonably withheld, conditioned or delayed; (j) the sale, transfer or conveyance of all or a substantial part of the Collateral, other than as permitted by Section 2.03(b) below; (k) the entry of a judgment against Maker which would reasonably be expected to have a material and adverse effect on Maker's ability to pay the Obligations which is not satisfied or payment thereof secured by a bond, letter of credit or similar collateral acceptable to Holder, in Holder's sole discretion, within thirty (30) days after the rendition thereof; or (l) a Change of Control (as defined below) occurs.

Commencing on the date of any incurrence and during the continuance of any Event of Default hereunder, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby, interest shall accrue on the outstanding principal balance of this Promissory Note and Security Agreement at the interest rate that would be in effect hereunder absent such Default or Event of Default and, in addition thereto, a default charge shall accrue at the rate of eight percent (8%) per annum on the daily outstanding principal balance of this Promissory Note and Security Agreement, such default charge being due and payable together with and in the same manner as interest as hereinabove provided, except that, if not sooner due and payable, all such interest and default charges shall be paid at the time of and as a condition precedent to the curing of any such Default should this Promissory Note and Security Agreement or Holder, at its sole option, allow such Default to be cured.

Upon the occurrence and during the continuance of any Event of Default hereunder (other than an Event of Default described in clause (d), (e), (f), (g) or (h) of the definition thereof), any and all of the indebtedness evidenced by this Promissory Note and Security Agreement (including the principal and all unpaid interest accrued thereon) may be immediately declared due and payable and thereupon shall become immediately due and payable in full, and Holder shall have all of the rights and remedies described herein and may exercise any or all of such remedies in its sole discretion. Upon the occurrence and during the continuance of an Event of Default described in clause (d), (e), (f), (g) or (h) of the definition thereof, any and all of the indebtedness evidenced by this Promissory Note and Security Agreement (including the principal and all unpaid interest accrued thereon), without demand or notice of any kind, shall immediately become due and payable in full, and Holder shall have all of the rights and remedies described herein and may exercise any or all of such remedies in its sole discretion. Further, Maker hereby agrees to pay all reasonable and actual out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by Holder following an Event of Default in the collection of the indebtedness evidenced by this Promissory Note and Security Agreement or in enforcing any of the rights, powers, remedies and privileges of Holder hereunder, whether prior to the commencement of judicial proceedings and/or thereafter at the trial and/or appellate level and/or in pre- and post-judgment or bankruptcy proceedings.

For purposes hereof, "**Change of Control**" means (a) the failure of Maker to own and control 100% of the Equity Interests of any of its subsidiaries, or (b) the occurrence of any event (whether in one or more related transactions) while this Promissory Note and Security Agreement is outstanding that results in a transfer of control of Maker to a "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934), but excluding (i) any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan and (ii) underwriters in the course of their distribution of voting stock in an underwritten registered public offering provided such underwriters shall not hold such stock for longer than five Business Days) who is not in control of Maker as of the date hereof. For purposes of this definition, "**control of Maker**" means the power, direct or indirect, to vote more than 50% of the Equity Interests having ordinary voting power for the election of directors of Maker. For purposes hereof, "**Equity Interest**" means, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's capital including capital stock, partnership, membership or other equity interests in such Person), whether or not certificated.

1.05 Conversion.

(a) Voluntary Conversion upon a Qualified Financing or Prepayment. If a Qualified Financing occurs on or prior to the Maturity Date or Holder receives a Prepayment Notice, then all (but not less than all) of the outstanding principal amount of this Promissory Note and Security Agreement and all accrued and unpaid interest on this Promissory Note and Security Agreement shall be convertible at the sole option of Holder into either (i) the securities issued in such Qualified Financing ("**Qualified Securities**"), or (ii) shares of Maker's Series A Cumulative Convertible Preferred Stock, par value $0.001 per share ("**Preferred Stock**"), at the Conversion Price (as defined below).

For purposes hereof, "**Qualified Financing**" means a transaction or series of transactions pursuant to which the Company issues and sells shares of its capital stock or securities convertible into shares of its capital stock for aggregate gross proceeds of at least $10,000,000 (excluding all proceeds from Holder or its affiliates and all proceeds from the incurrence of indebtedness that is converted into such securities, or otherwise cancelled in consideration for the issuance of such securities) with the principal purpose of raising capital.

(b) Upon any conversion of this Promissory Note and Security Agreement into Maker's securities in accordance with Section 1.05, Holder shall surrender this Promissory Note and Security Agreement (or a notice to the effect that the original Promissory Note and Security Agreement has been lost, stolen or destroyed and an agreement acceptable to Maker whereby Holder agrees to indemnify Maker from any loss incurred by it in connection with this Promissory Note and Security Agreement) and Holder shall give written notice to Maker at its principal corporate office of the election to convert the same pursuant to Section 1.05(a).). Upon such conversion, Holder and Maker hereby agree to execute and deliver the other transaction documents entered into by the other investors participating in the Qualified Financing or the issuance of the Preferred Stock, as applicable, including any purchase agreement, investor rights agreement and other ancillary agreements, as applicable, with customary representations and warranties and transfer restrictions. Holder shall be entitled to all consideration offered to any investor in the Qualified Financing or the issuance of Preferred Stock equitably adjusted to the extent any such consideration is based on the amount invested and shall receive the rights under any applicable agreement most favorable to any investor if investors are not treated identically. Maker shall, as soon as practicable after the applicable conversion event, issue and deliver to Holder a certificate or certificates for the securities to which Holder shall be entitled upon such conversion, including a check payable to Holder for any cash amounts payable as described in Section 1.05(c). Any conversion of this Promissory Note and Security Agreement shall be deemed to have been made upon the satisfaction of all of the conditions set forth in this Section and on and after such date the persons entitled to receive the securities issuable upon such conversion shall be treated for all purposes as the record holder of such securities.

(c) No fractional securities shall be issued upon conversion of this Promissory Note and Security Agreement. In lieu of Maker issuing any fractional securities to Maker upon the conversion of this Promissory Note and Security Agreement, the Maker shall pay to Holder an amount equal to the product obtained by multiplying the applicable Conversion Price or purchase price by the fraction of a security not issued pursuant to the previous sentence. In addition, to the extent not converted into securities, Maker shall pay to Holder any interest accrued on the amount converted and on the amount to be paid by Maker pursuant to the previous sentence. Upon conversion of this Promissory Note and Security Agreement in full and the payment of the amounts specified in this paragraph, Maker shall be forever released from all its obligations and liabilities under this Promissory Note and Security Agreement and this Promissory Note and Security Agreement shall be deemed of no further force or effect, whether or not the original of this Promissory Note and Security Agreement has been delivered to Maker for cancellation.

(d) For purposes hereof, "**Conversion Price**" means the price per share equal to the price per share paid by the other investors in the Qualified Financing or the issuance of the Preferred Stock, as applicable.

ARTICLE II

SECURITY AGREEMENT

2.01 Security. As security for the due and punctual payment of all amounts due or to become due and the performance of all obligations of Maker under this Promissory Note and Security Agreement and all extensions, renewals and amendments of any of the foregoing (the "**Obligations**"), Maker hereby pledges, transfers, assigns, conveys and grants to Holder a continuing first-priority lien upon and security interest in and to all of Maker's now owned or hereafter acquired, created or arising Property identified in Exhibit A attached hereto, and in each case regardless of where such Property may be located and whether such Property may be in the possession of Maker, Holder or a third party (the "**Collateral**"); *provided*, that solely with respect to Starbuds Assets (as defined below), Maker's security interest shall be second priority to Starbuds (as defined below)). For purposes hereof, the term "**Property**" shall mean and include any right, title or interest in or to property of any kind whatsoever, whether real, personal or mixed, and whether tangible or intangible, including the Collateral.

2.02 Affirmative Covenants. Maker covenants and agrees that it shall, until the Obligations (other than contingent indemnification obligations) have been paid in full:

(a) Maintain all "equipment" (as defined in Exhibit A) in good repair and condition, normal wear and tear and casualty losses excepted, and shall provide all maintenance and service and make all repairs and replacements as necessary for such purposes. All equipment, and accessories, parts and replacements that are added to or become attached to the equipment, shall immediately without further action be deemed incorporated in the "equipment" and subject to the security interest granted to Holder in this Promissory Note and Security Agreement.

(b) At Maker's own expense, obtain and maintain all-risk insurance covering the "inventory" and "equipment" (as defined in Exhibit A) for its full replacement value. The insurance shall be in form and substance, and with companies, reasonably satisfactory to Holder.

(c) Be privileged, prior to the occurrence and during the continuance of an Event of Default, to collect "accounts," "chattel paper," "instruments," "general intangibles," "investment property" and "documents" (as defined in Exhibit A and collectively referred to herein as "**Collection Collateral**"), and until otherwise notified by Holder upon or after the occurrence and during the continuance of an Event of Default, Maker shall at Maker's sole cost and expense maintain and administer at all times current and complete books and records of the Collection Collateral.

(d) Give Holder prompt (but in any event, within three (3) Business Days) written notice of the commencement of, or the threat by any person to commence, any action (including self-help) or proceeding for the purpose of enforcing or protecting any actual or alleged lien upon or security interest in any of the Collateral, and including any foreclosure, repossession, attachment, execution or other process regarding any of the Collateral.

(e) Give Holder prompt (but in any event, within three (3) Business Days) written notice of any Default.

(f) At any time and from time to time, at the expense of Maker, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Holder may reasonably request, in order to perfect and protect the security interest granted or purported to be granted hereby or to enable Holder to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(g) Comply with all applicable laws to the extent necessary to ensure that non-compliance with such applicable laws would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Maker's ability to pay the Obligations.

(h) Take all such further actions and execute all such further documents and instruments as Holder may at any time reasonably determine to be necessary to further carry out and consummate the transactions contemplated by the Purchase Agreement.

2.03 Negative Covenants. Maker hereby covenants that it shall not, until the Obligations (other than contingent indemnification obligations) have been paid in full:

(a) Create, incur, assume, or suffer to exist, any indebtedness except for Permitted Indebtedness.

For purposes hereof, "**Permitted Indebtedness**" means (a) indebtedness of Maker in favor Holder arising hereunder, (b) Starbuds Debt, (c) indebtedness of Maker under capital leases for equipment or Indebtedness secured by a Lien described in clause (d) of the defined term "**Permitted Liens**," provided such indebtedness does not exceed, at the time it is incurred, the lesser of the cost or fair market value of the property financed with such indebtedness, (e) indebtedness to trade creditors incurred in the ordinary course of business, (f) indebtedness in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies, (g) indebtedness in respect of judgments or awards that have been in force for less than the applicable period for taking an appeal so long as execution is not levied thereunder or in respect of which Maker or any of its Subsidiaries shall at the time in good faith be prosecuting an appeal or proceedings for review and in respect of which a stay of execution shall have been obtained pending such appeal or review, (h) indebtedness of Maker to any of its Subsidiaries, (i) indebtedness which may be deemed to exist pursuant to any guaranties, performance, surety, statutory, appeal or similar obligations incurred in the ordinary course of business and (j) other unsecured indebtedness of Maker other than the types listed in (a) through (i) immediately above, which is subordinated to the Obligations in a manner satisfactory to Holder in an aggregate amount not to exceed at any time $1,000,000.

For purposes hereof, "**Starbuds Debt**" means indebtedness of Maker to the Starbuds Entities (as defined below). For purposes hereof, "**Starbuds Assets**" means the stores identified as (i) Colorado Health Consultants, (ii) Starbuds Aurora, (iii) SB Arapahoe, (iv) Starbuds Commerce City, (v) Starbuds Pueblo, (vi) Starbuds Alameda, (vii) Citi-Med, (viii) Starbuds Louisville, (ix) KEW, (x) Lucky Ticket, (xi) Starbuds Niwot, (xii) LM MJC, and (xiii) Mountain View 44th acquired from (i) Colorado Health Consultants LLC, (ii) Starbuds Aurora LLC, (iii) SB Arapahoe LLC, (iv) Starbuds Commerce City LLC, (v) Starbuds Pueblo LLC, (vi) Starbuds Alameda LLC, (vii) Citi-Med LLC, (viii) Starbuds Louisville LLC, (ix) KEW LLC, (x) Lucky Ticket LLC, (xi) Starbuds Niwot LLC, (xii) LM MJC LLC, and (xiii) Mountain View 44th LLC (each a "**Starbuds Entity**" and collectively, the "**Starbuds Entities**") by Maker.

(b) Without obtaining the prior written consent of Holder, such consent not to be unreasonably withheld, conditioned or delayed, sell or otherwise dispose of, or grant any option with respect to, any of the Collateral, other than (i) the sale of "inventory" (as defined in Exhibit A) in the ordinary course of business, (ii) transfers of "inventory" (as defined in Exhibit A) from Maker to any of its Subsidiaries, (iii) transfers of cash or cash equivalents from Maker to any of its Subsidiaries to cover cash shortfalls related to operating expenses at any Subsidiary of Maker, (iv) licensing intellectual property rights in the ordinary course of business, (v) leasing or subleasing assets in the ordinary course of business, (vi) the disposition of used, obsolete, worn out or surplus equipment or property in the ordinary course of business, provided, that in the case of this clause (vi), (a) within ninety (90) days of receipt of the proceeds of any such sale, lease, or other disposition, such proceeds are used or committed in writing to a supplier to be used to purchase replacement equipment, (vii) dispositions of any property from Maker to any of its Subsidiaries and (viii) leases or subleases (as lessee or sublessee) or license or sub-license by Maker of any real or personal property.

(c) Create or suffer to exist any Lien upon any of the Collateral, whether now owned or hereafter acquired, except Permitted Liens.

For purposes hereof, "**Lien**" means any interest in property securing an obligation owed to, or a claim by, a person other than the owner of the property, whether such interest is based on common law, statute or contract. The term "**Lien**" shall also include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting property. For the purpose of this Promissory Note and Security Agreement, Maker shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other person or entity for security purposes.

For purposes hereof, "**Permitted Liens**" means liens created or purported to be created or imposed (a) hereunder in favor of Holder, (b) in Starbuds Assets (as defined below) in favor of Starbuds Entities (as defined below), (c) in favor of trade creditors incurred in the ordinary course of business, (d) in respect of guaranties, performance, surety, statutory, appeal or similar obligations incurred in the ordinary course of business, (e) securing indebtedness upon or in any equipment acquired or held by Maker in the ordinary course of business to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition or lease of such equipment or existing on such equipment at the time of its acquisition, (f) by law for taxes not yet due or which are being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves are being maintained in accordance with US generally accepted accounting principles ("**GAAP**"), (g) in respect of judgments or awards, (h) in respect of licenses of patents, trademarks and other intellectual property rights granted by Maker in the ordinary course of business, (i) that are statutory Liens of landlords, carriers, warehousemen, mechanics, repairers, materialmen and other Liens imposed by law in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves are being maintained in accordance with GAAP and (j) that secure indebtedness or other obligations of Maker in an aggregate amount not to exceed at any time $1,000,000.

(d) (i) Engage in any business other than the businesses currently engaged in by Maker, as applicable, or reasonably related, ancillary or incidental thereto; or (ii) without at least thirty (30) days' prior written notice to Holder, (1) change its jurisdiction of organization, (2) change its organizational structure or type, (3) change its legal name, or (4) change any organizational number (if any) assigned by its jurisdiction of organization.

(e) Directly or indirectly make any Investment (including, without limitation, by the formation of any subsidiary) other than Permitted Investments, or permit any of its subsidiaries to do so. For purposes hereof, "Investment" means any beneficial ownership interest in any Person (including stock, partnership interests or other securities), and any loan, advance or capital contribution to any Person. For purposes hereof, "Permitted Investments" means (a) Investments consisting of cash equivalents, (b) Investments otherwise approved by Holder in its reasonable discretion (including in his capacity as a director of Maker) in advance of the making thereof, and (c) the Starbuds Investments. For purposes hereof "**Starbuds Investments**" means SBUD, LLC.

(f) Declare, pay or make any Restricted Payments unless approved by Holder in its reasonable discretion (including in his capacity as a director of Maker). For purposes hereof, "**Restricted Payments**" means (a) any dividend or other distribution, direct or indirect, on account of any shares of any class of capital stock of Maker now or hereafter outstanding, except any dividend payable solely in shares of that class of capital stock to the holders of that class, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of capital stock of Maker now or hereafter outstanding, and (c) any payment (whether in cash, securities or other property) made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of capital stock of Maker now or hereafter outstanding.

(g) Make or permit any amendments to its organizational documents, which would, individually or in the aggregate, reasonably be expected to result in a material adverse effect on Maker's ability to pay the Obligations.

(i) Use any proceeds from the sale of this Promissory Note and Purchase Agreement for any purpose other than general company purposes.

2.04 Remedies upon Event of Default. Upon the occurrence and during the continuance of any Event of Default, or at any time thereafter, subject only to prior receipt by Holder of payment in full of all Obligations (other than contingent indemnification obligations) then outstanding, Holder shall have all of the rights and remedies described herein, and Holder may exercise any one, more or all of such remedies at its sole discretion.

Holder shall have all of the rights and remedies of a secured party provided by law, as in effect on the date hereof, whether or not provided by applicable law at the time of exercise, and such rights and remedies are incorporated herein and made a part of this Promissory Note and Security Agreement by this reference. In addition, Holder may make any compromise or settlement deemed desirable with respect to the Collateral, or extend the time for payment, arrange for payment in installments or otherwise modify the terms of, or release, any of the Collateral without incurring responsibility to, or affecting any liability of, Maker.

Upon the occurrence and during the continuance of any Event of Default, Holder is authorized at any time and from time to time, without notice to or demand upon Maker, to set off and apply any indebtedness owing by Holder to Maker against any and all of the Obligations, irrespective of whether or not Holder shall have made any demand for payment and although such Obligations may be then contingent or unmatured. The Holder agrees to notify Maker after any such setoff and application; provided, however, the failure to give such notice shall not affect the validity of such setoff and application.

2.05 Authorization. Maker hereby authorizes the filing of an initial financing statement, and any amendments and continuations thereto, covering the Collateral described herein by Holder.

2.06 Appointment as Attorney-in-Fact. Maker hereby irrevocably designates and appoints Holder its true and lawful attorney-in-fact either in the name of Holder or Maker to, following the occurrence and during the continuance of an Event of Default, ask for, demand, sue for, collect, compromise, compound, receive, receipt for and give acquittances for any and all sums owing or which may become due upon any items of Collateral and, in connection therewith, to take any and all actions as Holder may deem necessary or desirable in order to realize upon the Collateral including, without limitation: (a) power to receive, endorse, assign or deliver in the name of Maker any checks, drafts, acceptances, notes, money orders or other instruments received in payment of, or on account of, the Collateral, and Maker hereby waives presentment, demand, protest and notice of demand, protest and non-payment of any instrument so endorsed; (b) power to sign Maker's name on any affidavits and notices with regard to any lien rights, any proof of claim in any bankruptcy or on any financing statement or continuation statement under the Uniform Commercial Code; (c) power to sign in Maker's name any documents necessary to transfer title to the Collateral to Holder or any third party; and (d) power to sign Maker's name on any financing statements, fixture filings, security agreements, chattel mortgages, assignments, certificates of title and other documents which Holder may need to evidence, perfect or realize upon Holder's security interest in the Collateral. All acts of said power of attorney are hereby ratified and approved and Holder shall not be liable for any mistake of law or fact made in connection therewith. This power of attorney is coupled with an interest and shall be irrevocable so long as any amounts remain unpaid on any of the Obligations (other than contingent indemnification obligations). Holder shall not be under any duty to exercise any such power of authority.

ARTICLE III

GENERAL TERMS AND CONDITIONS

3.01 No Waiver by Holder; Amendment. No delay, indulgence, departure, extension of time for payment, acceptance of a partial or past due installment, failure to accelerate by reason of an Event of Default or any other act or omission by Holder with respect to Maker shall: (a) release, discharge, modify, change or otherwise affect the original liability of any party hereunder; (b) be construed as a novation or reinstatement of the indebtedness evidenced hereby, or be construed as a waiver of any right of acceleration or the right of Holder to insist upon strict compliance with the terms hereof; or (c) preclude Holder from exercising any right, privilege or power granted herein or by law. Maker hereby expressly waives the benefit of any statute or rule of law or equity, whether nor or hereafter provided, which would produce a result contrary to or in conflict with the foregoing. No right, power or remedy conferred upon or reserved to Holder herein is intended to be exclusive of any other right, power or remedy, but each and every such right, power or remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given thereunder or now or hereafter existing. None of the terms or provisions of this Promissory Note and Security Agreement may be waived, altered, modified or amended except as Holder and Maker may consent thereto in writing, and then only to the extent and for the period of time expressly stated therein.

3.02 Waivers by Maker. Presentment for payment, demand, protest and notice of demand, protest, nonpayment, dishonor, acceleration and intent to accelerate and all other notices are hereby waived by Maker, who further waives and renounces, to the fullest extent permitted by law, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisement, exemption and homestead now or hereafter provided by the Constitution and laws of the United States of America and of each state thereof, both as to itself and in and to all of its Property against the enforcement and collection of the obligations evidenced by this Promissory Note and Security Agreement. In addition, Maker waives any right that it has or may have under applicable law to have Holder file termination statements with respect to the Collateral, or any part thereof, and Maker further agrees that Holder shall not be required to file such UCC termination statements unless and until all Obligations have been paid in full (other than contingent indemnification obligations), in which case Holder must so file within five (5) Business Days of such repayment in full. Maker hereby waives all rights that Maker has or may have under and by virtue of applicable law, including, without limitation, any right of Maker to notice and to a judicial hearing prior to seizure by Holder of any of the Collateral.

3.03 Unconditional Payment. Maker is and shall be obligated to pay principal, interest and any other amounts which shall become payable hereunder absolutely and unconditionally and without any abatement, postponement, diminution or deduction and without any reduction for counterclaim or setoff. In the event that at any time any payment received by Holder hereunder shall be deemed by a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under any bankruptcy, insolvency or other debtor relief law, then the obligation to make such payment shall survive any cancellation or satisfaction of this Promissory Note and Security Agreement or return thereof to Maker and shall not be discharged or satisfied with any prior payment thereof or cancellation of the Promissory Note and Security Agreement, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof, and such payment shall be immediately due and payable upon demand. This Section 3.03 (other than the first sentence thereof) shall survive any cancellation or satisfaction of this Promissory Note and Security Agreement or return of this Promissory Note and Security Agreement to Maker.

3.04 Governing Law. This Promissory Note and Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, except that the laws of another jurisdiction may govern the perfection, the effect of perfection or nonperfection and the priority of a security interest in the Collateral in accordance with the Uniform Commercial Code.

3.05 Jurisdiction and Venue. Maker, to the full extent permitted by law, hereby knowingly, intentionally, voluntarily and irrevocably, with and upon the advice of counsel, (a) submits to personal jurisdiction in the states where the Collateral is located and in the State of New York over any suit, action or proceeding by any person arising from or relating to this Promissory Note and Security Agreement, (b) agrees that any such action, suit or proceeding may be brought, at the option of Holder, in any state or federal court of competent jurisdiction in the county where the Collateral is located or in New York County, New York, (c) submits to the jurisdiction of each such court in any such suit, action or proceeding, (d) waives any objection that it may have to the laying of venue of any such action, suit or proceeding in any of such courts and, (e) to the fullest extent permitted by law, agrees that Maker will not bring any action, suit or proceeding in any forum other than such courts in New York County, New York (but nothing herein shall affect the right of Holder to bring any action, suit or proceeding in any other forum). Maker further consents and agrees to service of any summons, complaint or other legal process in any such suit, action or proceeding by registered or certified mail, postage prepaid, to Maker at the address for notices described in Section 3.09 herein, and consents and agrees that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law).

3.06 Waiver of Jury Trial. THE HOLDER, BY ACCEPTANCE HEREOF, AND MAKER, BY EXECUTION HEREOF, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PROMISSORY NOTE AND SECURITY AGREEMENT.

3.07 Compliance with Law. It is the intention of the parties hereto to comply with all applicable usury laws. Accordingly, it is agreed that notwithstanding any provisions to the contrary in this Promissory Note and Security Agreement, or in any other documents securing payment hereof or otherwise relating hereto, in no event shall this Promissory Note and Security Agreement or such other documents require the payment or permit the collection of interest in excess of the maximum amount permitted by such laws. If any such excess of interest is contracted for, charged or received under this Promissory Note and Security Agreement, or under the terms of any other documents securing payment hereof or otherwise relating hereto, or in the event the maturity of the indebtedness evidenced hereby is accelerated in whole or in part, or in the event that all or part of the principal or interest of this Promissory Note and Security Agreement shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under this Promissory Note and Security Agreement shall exceed the maximum amount of interest permitted by applicable usury laws, then in any such event, (a) the provisions of this Section 3.07 shall govern or control, (b) neither Maker nor any other person or entity now or hereafter liable for the payment of this Promissory Note and Security Agreement shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by applicable usury laws, (c) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal amount hereof or refunded to Maker, at Holder's option, and (d) the effective rate of interest for the Promissory Note and Security Agreement shall be automatically reduced to the maximum lawful rate allowed for this Promissory Note and Security Agreement under the applicable usury jurisdiction thereof.

3.08 Successors and Permitted Assigns. This Promissory Note and Security Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, successors-in-title and permitted assigns, subject to the restrictions on transfer contained herein. As used herein, "**Maker**" and "**Holder**" shall be deemed to include their respective heirs, executors, legal representatives, successors, successors-in-title and permitted assigns, whether by voluntary action of the parties or by operation of law. Maker shall not assign this Promissory Note and Security Agreement or any of its obligations hereunder without the prior written consent of Holder. Holder may only assign this Promissory Note and Security Agreement to affiliates thereof without the prior written consent of Maker.

3.09 Notices. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by registered or certified mail, postage prepaid, or sent by a nationally recognized overnight courier at the following respective addresses of the parties:

Maker:	4880 Havana St., Suite 201 Denver, CO 80239 Attention: General Counsel
Payee:	350 Camino Gardens Blvd., Ste. 200 Boca Raton, FL 33432 Attention: Justin Dye

Any party hereto may by notice so given change its address for future notice hereunder. Notice shall conclusively be deemed to have been given and received when personally delivered or when deposited in the mail or with the overnight courier in the manner set forth above.

3.10 Severability. The unenforceability or invalidity of any provision of this Promissory Note and Security Agreement shall not affect the enforceability or validity of any other provision herein.

3.11 Time of Essence. Time is of the essence to all terms and provisions set forth in this Promissory Note and Security Agreement.

3.12 Interpretation. All headings used herein are used for convenience only and shall not be used to construe or interpret this Promissory Note and Security Agreement.

(Signatures begin on following page)

IN WITNESS WHEREOF, Maker has executed this Promissory Note and Security Agreement under seal on the date first above written.

MEDICINE MAN TECHNOLOGIES, INC.

By: /s/ Nancy Huber
Name: Nancy Huber
Title: Chief Financial Officer

[Signature Page to Secured Convertible Promissory Note and Security Agreement]

EXHIBIT A

COLLATERAL

For purposes of this Promissory Note and Security Agreement, "**Collateral**" shall mean and include the following:

All of Maker's now owned and hereafter acquired, created or arising "accounts," including but not limited to "health care insurance receivables" (as such terms are defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "chattel paper," including but not limited to "electronic chattel paper" and "tangible chattel paper" (as such terms are defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "commercial tort claims" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "deposit accounts" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "documents" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "equipment" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "general intangibles," including but not limited to "payment intangibles" and "software" (as such terms are defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "instruments" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "inventory" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "investment property" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising "letter of credit rights" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising cash and non-cash "proceeds" (as defined in Article 9 of the Uniform Commercial Code); and

All of Maker's now owned and hereafter acquired, created or arising products of the foregoing Collateral; and

All of Maker's now owned and hereafter acquired, created or arising books, records, documents, ledger cards, invoices, bills of lading and other shipping evidence, credit files, computer programs, tapes, discs, diskettes and other data and software storage medium and devices, customer lists, mailing lists, mailing labels, business forms and stationery and any other property and general intangibles evidencing or relating to the foregoing Collateral (including any rights of Maker with respect to the foregoing maintained with or by any other person).

For purposes hereof, "Uniform Commercial Code" shall mean the Uniform Commercial Code in effect in the State of Nevada or in the jurisdiction which is applicable under Nevada conflict of law rules.

Notwithstanding the foregoing, Collateral shall not include any assets or property that would otherwise be included as Collateral but that is expressly prohibited from being included as Collateral pursuant to applicable law to the extent such assets or property is expressly thereby prohibited.

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (this "**Agreement**"), dated as of November 16, 2020 by and between Medicine Man Technologies, Inc. a Nevada corporation (the "**Company**"), and each of the investors listed on the Schedule of Buyers attached hereto (each individually a "**Buyer**" and collectively, the "**Buyers**").

WHEREAS:

A. The Company and the Buyers, severally and not jointly, are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "**1933 Act**"), and Rule 506(b) of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the 1933 Act.

B. The Buyers, severally and not jointly, wish to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, an aggregate of 12,400 shares (the "**Shares**") of the Company's Series A preferred stock, par value $0.001 per share (the "**Preferred Stock**"), having the rights, preferences and privileges set forth in the Certificate of Designation, the form of which is attached hereto as Exhibit A (the "**Certificate of Designation**"), including the conversion of such Preferred Stock into shares of the Company's common stock, par value $0.001 per share ("**Common Stock**"). Such purchase and sale of Preferred Stock shall take place in a single closing (the "**Closing**,"), subject to the terms and conditions of this Agreement.

C. (i) The Shares and (ii) the shares of Common Stock issued and issuable upon conversion of the Shares in accordance with the terms of the Certificate of Designation (collectively, the "**Underlying Shares**"), are collectively referred to herein as the "**Securities**."

NOW, THEREFORE, the Company and the Buyers hereby agree as follows:

1. PURCHASE AND SALE OF SHARES.

(a) Purchase of Shares. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 5 and 6 below at the Closing, the Company shall issue and sell to the Buyers all of the Shares, and each Buyer, severally and not jointly, agrees to purchase from the Company on the Closing (as defined below), the number of Shares set forth on the signature page hereto executed by such Buyer on the terms set forth herein.

(b) Closing. The date of the Closing shall be on such date and time as is mutually agreed to by the Company and the Buyers after notification of satisfaction (or waiver) of the conditions to the Closing set forth in Sections 5 and 6 below, and the Closing shall be undertaken remotely by electronic transfer of Closing documentation.

(c) Purchase Price. The purchase price for the Shares to be purchased by the Buyers at the Closing shall be $1,000 per Share (the "**Purchase Price**").

(d) Form of Payment. On or before the Closing, (i) each Buyer shall pay its aggregate Purchase Price to the Company for the Shares to be issued and sold to such Buyer at the Closing by wire transfer of immediately available funds in accordance with the Company's written wire instructions; and (ii) the Company shall deliver to each Buyer one or more stock certificates, evidencing the number of Shares such Buyer is purchasing at the Closing, duly executed on behalf of the Company and registered in the name of such Buyer or its designee.

2. BUYERS' REPRESENTATIONS AND WARRANTIES. Each Buyer, for itself and for no other Buyer, represents and warrants to the Company that, as of the date hereof and as of the Closing (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) No Public Sale or Distribution. The Buyer is (i) acquiring the Shares, and (ii) when issued in accordance with the terms of the Certificate of Designation, will acquire the Underlying Shares, in the ordinary course of its business for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the 1933 Act; provided, however, that by making the representations herein, except as otherwise set forth herein or the other Transaction Documents (as defined in Section 3(b)), the Buyer does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act. The Buyer does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities. As used herein, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof.

(b) Buyer Status and Experience. The Buyer is, and on each date on which the Buyer acquires any Underlying Shares it will be, an "accredited investor" as that term is defined in Rule 501(a) of Regulation D ("Accredited Investor"). The Buyer, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the investment in the Securities, and has so evaluated the merits and risks of such investment. The Buyer is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(c) Reliance on Exemptions. The Buyer understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of the United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of the Buyer to acquire the Securities.

(d) Information. The Buyer and its advisors, if any, have been furnished with a copy of the Company's Confidential Private Placement Memorandum, dated November 6, 2020 (the "**Confidential PPM**") and all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Shares that have been requested by the Buyer. The Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company and receive answers from the Company concerning the terms and conditions of the offering of the Securities, the merits and risks of investing in the Securities and the business, finances and operations of the Company. Neither such inquiries nor any other due diligence investigations conducted by the Buyer or its advisors, if any, or its representatives shall modify, amend or affect the Buyer's right to rely on the Company's representations and warranties contained herein. The Buyer understands that its investment in the Securities involves a high degree of risk, including the risks outlined in the Confidential PPM. The Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities.

(e) No Governmental Review. The Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(f) Transfer or Resale. The Buyer understands that: (i) the Securities have not been and are not being registered under the 1933 Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) the Buyer shall have delivered to the Company (if requested by the Company) an opinion of counsel, in a form reasonably acceptable to the Company, to the effect that such Securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) the Buyer provides the Company with reasonable assurance that such Securities can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the 1933 Act, as amended, (or a successor rule thereto) (collectively, "**Rule 144**"); (ii) any sale of the Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144 and further, if Rule 144 is not applicable, any resale of the Securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) except as otherwise provided herein, neither the Company nor any other Person is under any obligation to register the Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder. Notwithstanding the foregoing, the Securities may be pledged in connection with a bona fide margin account with a FINRA registered broker/dealer or other loan or financing arrangement with an Accredited Investor secured by the Securities and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and if the Buyer effects such a pledge of Securities it shall not be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document, including, without limitation, this Section 2(f).

(g) Legends. The Buyer understands that the Securities are "restricted securities" under applicable federal and state securities laws and that certificates or other instruments representing Securities except as set forth below, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

> [NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN] [THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN] REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A FINRA REGISTERED BROKER/DEALER OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

No later than two days on which the principal Trading Market (as defined below) is open ("**Trading Days**") following the delivery by the Buyer to the Company or its transfer agent of a certificate representing Securities issued with a restrictive legend (such date, the "**Legend Removal Date**"), such legend shall be removed and the Company shall issue a certificate without such legend to the Buyer or issue to the Buyer such Securities by electronic delivery at the applicable balance account at The Depository Trust Company ("**DTC**"), if such Securities are DTC-eligible at such time, if (i) such Securities are registered for resale under the 1933 Act and the holder has provided the Company with such documents as are reasonably required by the Company in connection with the removal of the legend, including but not limited to the Buyer's representation letter indicating an intent to sell, (ii) in connection with a sale, assignment or other transfer, such holder provides the Company with an opinion of counsel, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Securities may be made without registration under the applicable requirements of the 1933 Act, (iii) the Securities can be sold, assigned or transferred pursuant to Rule 144 without restriction or limitation, including without the requirement to be in compliance with Rule 144(c)(1), or Rule 144A, or (iv) if such legend is not required under applicable requirements of the 1933 Act (including, without limitation, controlling judicial interpretations and pronouncements issued by the SEC). The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with such issuance. If the Company shall fail for any reason or for no reason to issue to such Buyer, a certificate without such legend to such holder or to issue to such Buyer such Securities by electronic delivery at the applicable balance account at DTC, if such Securities are DTC-eligible at such time, on or before the applicable Legend Removal Date, and if after such Legend Removal Date such Buyer purchases (in an open market transaction or otherwise) Securities to deliver in satisfaction of a sale by such Buyer of all or any portion of the Securities that the holder anticipated receiving without legend from the Company, then the Company shall, within five Trading Days after such Buyer's request and in such Buyer's discretion, either (i) pay cash to such Buyer in an amount equal to such Buyer's total purchase price (including brokerage commissions, if any) for the Securities so purchased (the "**Buy-In Price**"), at which point the Company's obligation to deliver such unlegended Securities shall terminate, or (ii) promptly honor its obligation to deliver to such Buyer such unlegended Securities as provided above and pay cash to such Buyer in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number Securities, times (B) any trading price of the Securities selected by such Buyer in writing as in effect at any time during the period beginning on the applicable Legend Removal Date and the date the Company makes the applicable cash payment. The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with such issuance. The Company shall issue irrevocable instructions to its transfer agent, and any subsequent transfer agent, in a form mutually acceptable to the Company and each Buyer (the "Irrevocable Transfer Agent Instructions"). The Company represents and warrants that no (x) instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 2(g) and (y) instructions that are contradictory therewith, in each case, will be given by the Company to its transfer agent in connection with this Agreement, and that the Securities shall otherwise be freely transferable on the books and records of the Company as and to the extent provided in this Agreement and the other Transaction Documents and applicable law. The Company acknowledges that a breach by it of its obligations under this Section 2(g) will cause irreparable harm to the Buyer. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Section 2(g) will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section 2(g), that the Buyer shall be entitled, in addition to all other available remedies, to an order and/or injunction restraining any breach and requiring immediate issuance and transfer, without the necessity of showing economic loss and without any bond or other security being required.

(h) Validity; Enforcement. The Buyer is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. This Agreement and each other Transaction Document have been duly and validly authorized, executed and delivered on behalf of the Buyer and constitutes the legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(i) No Conflicts. The execution, delivery and performance by the Buyer of this Agreement and each other Transaction Document and the consummation by the Buyer of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of the Buyer or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Buyer is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Buyer to perform its obligations hereunder.

(j) Residency. The Buyer is a resident of the jurisdiction specified on the Schedule of Buyers attached hereto.

(k) No Conflicts with Sanctions Laws. Neither the Buyer nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Buyer is, or is directly or indirectly owned or controlled by, a Person that is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Departments of State or Commerce and including, without limitation, the designation as a "Specially Designated National" or on the "Sectoral Sanctions Identifications List", collectively "**Blocked Persons**"), the United Nations Security Council, the European Union, Her Majesty's Treasury or any other relevant sanctions authority (collectively, "**Sanctions Laws**"); neither the Buyer, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Buyer is located, organized or resident in a country or territory that is the subject or target of a comprehensive embargo or Sanctions Laws prohibiting trade with the country or territory, including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria (each, a "**Sanctioned Country**"); neither the Buyer nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Buyer, acting in any capacity in connection with the operations of the Buyer, conducts any business with or for the benefit of any Blocked Person or engages in making or receiving any contribution of funds, goods or services to, from or for the benefit of any Blocked Person, or deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to any applicable Sanctions Laws. No action of the Buyer in connection with the execution, delivery and performance of this Agreement and the other Transaction Documents or the consummation of any other transaction contemplated hereby or by the other Transaction Documents or the fulfillment of the terms hereof or thereof. For the past five years, the Buyer has not knowingly engaged in and is not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions Laws or with any Sanctioned Country.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to the Buyers that, as of the date hereof and as of the Closing:

(a) Organization and Qualification. The Company and each of its "**Subsidiaries**" (which for purposes of this Agreement means any entity in which the Company, directly or indirectly, owns any of the capital stock or holds an equity or similar interest), if any, are entities duly organized and validly existing and in good standing under the laws of the jurisdiction in which they are formed, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted and as presently proposed to be conducted. Each of the Company and each of its Subsidiaries is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect. As used in this Agreement, "**Material Adverse Effect**" means any fact, occurrence, circumstance, event or change that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the business, properties, assets, liabilities, operations, results of operations, or condition (financial or otherwise) of the Company and its Subsidiaries taken as a whole, or on the transactions contemplated hereby or on the other Transaction Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of the Company to perform any of its obligations under any of the Transaction Documents, except to the extent related to: (i) a change in general political, economic, or financial market conditions (except if such conditions have had, or would reasonably be expected to have, a disproportionately adverse effect on the Company and its Subsidiaries, taken as a whole, relative to other Persons operating in the industries in which the Company or its Subsidiaries operate generally); (ii) a change that affected the industries in which the Company or its Subsidiaries operate generally (except if such change has had, or would reasonably be expected to have, a disproportionately adverse effect on the Company or its Subsidiaries, taken as a whole, relative to other Persons operating in the industries in which the Company or its Subsidiaries operate generally); (iii) the announcement or pendency of this Agreement and the transactions contemplated hereby; (iv) any changes after the date of this Agreement in GAAP or Applicable Law or the enforcement, implementation or interpretation thereof (except if such changes have had, or would reasonably be expected to have, a disproportionately adverse effect on the Company or its Subsidiaries, taken as a whole, relative to other Persons operating in the industries in which the Company or its Subsidiaries operate generally); (v) natural disaster, sabotage, acts of terrorism, civil unrest, rioting, looting or war (whether or not declared) or other outbreak of hostilities or escalation thereof; or (vi) the failure of the Company to meet its financial projections. The Company has no Subsidiaries except as set forth in Schedule 3(a). The outstanding shares of capital stock of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and non-assessable and are owned by the Company or another Subsidiary, if any, free and clear of all liens, preemptive or similar rights, mortgages, defects, claims, pledges, charges, taxes, rights of first refusal, encumbrances, security interests and other encumbrances (collectively, "**Liens**") and equities and claims; and no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligations into shares of capital stock or ownership interests in the Subsidiaries are outstanding.

(b) Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "**Transaction Documents**") and to issue the Shares in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by the Company's Board of Directors and other than (i) a waiver of certain covenants in the Securities Purchase Agreement, by and between the Company and Dye Capital Cann Holdings, LLC, dated June 5, 2019, as amended by the Amendment to Securities Purchase Agreement, by and between the Company and Dye Capital Cann Holdings, LLC, dated July 15, 2019, as further amended by the Amendment to Securities Purchase Agreement, by and between the Company and Dye Capital Cann Holdings, LLC, dated May 20, 2020 to the full extent required to give effect to the Proposed Transaction (the "**Dye SPA Waiver**"), (ii) a Form D with the SEC and any other filings as may be required by any state securities agencies, and (iii) the 8-K Filing (collectively, the "**Required Filings and Approvals**"), no further filing, consent or authorization is required by the Company, its Board of Directors or its stockholders. This Agreement and the other Transaction Documents have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies. Except as set forth in Schedule 3(b) there are no stockholder agreements, voting agreements, or other similar arrangements with respect to the Company's capital stock to which the Company is a party or, to the actual knowledge after reasonable inquiry of the Company's chief executive officer, chief financial officer and general counsel, but without any obligation to conduct investigation of anyone outside of the Company or its Subsidiaries (collectively, the "**Company's Knowledge**"), between or among any of the Company's stockholders.

(c) Issuance of Shares. The issuance of the Shares is duly authorized and, upon issuance in accordance with the terms of the Transaction Documents, the Shares shall be validly issued and free from all preemptive or similar rights (except for those which have been validly waived prior to the date hereof), taxes, liens and charges and other encumbrances with respect to the issue thereof and the Shares shall be fully paid and nonassessable with the holders being entitled to all rights accorded to a holder of Preferred Stock. As of the Closing, a number of shares of Common Stock shall have been duly authorized and reserved for issuance which equals at least the number of shares of Common Stock issuable upon conversion of the Shares. Upon conversion of the Shares in accordance with the terms of the Certificate of Designation, the Underlying Shares when issued will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances with respect to the issue thereof, with the holders being entitled to the rights accorded to a holder of Common Stock. Assuming the accuracy of each of the representations and warranties set forth in Section 2, the offer and issuance by the Company of the Shares is exempt from registration under the 1933 Act.

(d) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Shares and the reservation for issuance and issuance of Underlying Shares) will not (i) result in a violation of the Articles of Incorporation (as defined below) or Bylaws (as defined below) or other organizational documents of the Company or any of its Subsidiaries, any capital stock of the Company or any of its Subsidiaries or bylaws of the Company or any of its Subsidiaries or (ii) except as set forth in Schedule 3(d), conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, other than conflicts or defaults that would not reasonably be expected to have a Material Adverse Effect, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including foreign, federal and state securities laws and regulations and the rules and regulations of the OTCQX market (the "**Principal Market**") and including all applicable foreign, federal, state laws, rules and regulations) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected, assuming, with respect to subsections (ii) and (iii), the making and receipt of the Required Filings and Approvals, other than violations that would not reasonably be expected to have a Material Adverse Effect.

(e) Consents. Other than the Required Filings and Approvals, the Company is not required to obtain any consent from, authorization or order of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. Other than the Required Filings and Approvals, all consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the Closing (or in the case of filings detailed above, will be made timely after the Closing), and the Company is unaware of any facts or circumstances which might prevent the Company from obtaining or effecting any of the registration, application or filings contemplated by the Transaction Documents. Except as set forth in Schedule 3(e), the Company is not in violation of the listing requirements of the Principal Market and has no knowledge of any facts or circumstances which would reasonably lead to the suspension of quotation of the Common Stock on the Principal Market in the foreseeable future. The issuance by the Company of the Shares shall not have the effect of suspending of quotation of the Common Stock on the Principal Market.

(f) Acknowledgment Regarding Buyers' Purchase of Shares. The Company acknowledges and agrees that each Buyer is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby and that, except as set forth in Schedule 3(f), each Buyer is not (i) an officer or director of the Company or any of its Subsidiaries, (ii) an "affiliate" of the Company or any of its Subsidiaries (as defined in Rule 144), if any, or (iii) to the Company's Knowledge, a "beneficial owner" of more than 10% of the Common Stock (as defined for purposes of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**1934 Act**")). The Company further acknowledges that each Buyer is not acting as a financial advisor or fiduciary of the Company or any of its Subsidiaries (or in any similar capacity), if any, with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by the Buyers or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to the Buyers' purchase of the Shares. The Company further represents to the Buyers that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

(g) No General Solicitation; Placement Agent Fees. Neither the Company, nor any of its Subsidiaries or affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Shares. The Company shall be responsible for the payment of any placement agent fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by any Buyer or any Buyer's investment advisor) relating to or arising out of the transactions contemplated hereby, in connection with the sale of the Shares. The Company shall pay, and hold the Buyers harmless against, any liability, loss or expense (including, without limitation, reasonable attorney's fees and out-of-pocket expenses) arising in connection with any such claim.

(h) No Integrated Offering. None of the Company, its Subsidiaries or any of their affiliates, nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Shares under the 1933 Act, whether through integration with prior offerings or otherwise. None of the Company, its Subsidiaries, any of their affiliates nor any Person acting on their behalf will take any action or steps that would require registration of the issuance of any of the Securities under the 1933 Act.

(i) Application of Takeover Protections; Rights Agreement. The Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, interested stockholder, business combination, poison pill (including, without limitation, any distribution under a rights agreement) or other similar anti-takeover provision under the Articles of Incorporation, Bylaws or other organizational documents or the laws of the jurisdiction of its formation which is or could become applicable to the Buyers as a result of the transactions contemplated by this Agreement, including, without limitation, the Company's issuance of the Securities and the Buyers' ownership of the Securities. The Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any stockholder rights plan or similar arrangement relating to accumulations of beneficial ownership of Preferred Stock or a change in control of the Company or any of its Subsidiaries.

(j) SEC Documents; Financial Statements. Except as disclosed in Schedule 3(j), during the two years prior to the date hereof, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the 1934 Act (all of the foregoing filed prior to the date hereof or prior to the Closing, and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the "**SEC Documents**"). The Company has delivered to each Buyer or its representatives, upon request, true, correct and complete copies of the SEC Documents not available on the EDGAR system. As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the 1934 Act applicable to the Company and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective filing dates, the financial statements of the Company included in the SEC Documents (the "**Financial Statements**") complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("**GAAP**"), consistently applied during the periods involved (except (i) as may be otherwise indicated in such Financial Statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company and its Subsidiaries, as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate). The Company is not currently contemplating to amend or restate any of the Financial Statements, nor is the Company currently aware of facts or circumstances which would require the Company to amend or restate any of the Financial Statements, in each case, in order for any of the Financial Statements to be in material compliance with GAAP and the rules and regulations of the SEC. The Company has not been informed by its independent accountants that they recommend that the Company amend or restate any of the Financial Statements or that there is any need for the Company to amend or restate any of the Financial Statements.

(k) Absence of Certain Changes. Except as disclosed in Schedule 3(k)(i), since December 31, 2019, there has been no Material Adverse Effect. Except as disclosed in Schedule 3(k)(ii), since December 31, 2019, neither the Company nor any of its Subsidiaries has (i) declared or paid any dividends, (ii) sold any assets, individually or in the aggregate, in excess of $100,000 outside of the ordinary course of business or (iii) had capital expenditures, individually or in the aggregate, in excess of $100,000. Neither the Company nor any of its Subsidiaries has taken any steps to seek protection pursuant to any law or statute relating to bankruptcy, insolvency, reorganization, receivership, liquidation or winding up, nor to the Company's Knowledge does the Company or any Subsidiary believe that any of their respective creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact which would reasonably lead a creditor to do so. The Company and its Subsidiaries as a whole are not, as of the date hereof, and after giving effect to the transactions contemplated hereby to occur at the Closing, will not be Insolvent (as defined below). For purposes of this Section 3(k), "**Insolvent**" means, with respect to any Person, (w) the present fair saleable value of such Person's assets is less than the amount required to pay such Person's total Indebtedness (as defined in Section 3(q)), (x) such Person is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (y) such Person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (z) such Person has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

(l) No Undisclosed Events, Liabilities, Developments or Circumstances. Since December 31, 2019, no event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to the Company, its Subsidiaries, or their respective business, properties, prospects, operations or financial condition, that would constitute a Material Adverse Effect.

(m) Conduct of Business; Regulatory Permits. Neither the Company nor any of its Subsidiaries is in violation of any term of or in default under its Articles of Incorporation, any certificate of designation, preferences or rights of any other outstanding series of preferred stock of the Company or any of its Subsidiaries or Bylaws or their organizational charter, certificate of formation or certificate of incorporation or bylaws, respectively. The Company and each of its Subsidiaries have been in material compliance with all Applicable Laws (as defined below) since the incorporation of the Company and will continue to operate in compliance with all Applicable Laws. "**Applicable Law**" means applicable provisions of federal, state or local law (including common law), statute, rule, regulation, order, permit, judgment, injunction, decree or other decision of any court or other tribunal or governmental authority legally binding on the Company, its properties, its Subsidiaries, or their properties, including applicable state or local laws with respect to cannabis, all as may be amended, but excluding the Controlled Substances Act (21 U.S.C. §801, *et. seq.*) federal law that prohibits the cultivation, processing, transportation, sale or possession of Cannabis or parts of Cannabis including particular cannabinoids, the sale or possession of cannabis paraphernalia, or advertising the sale of Cannabis, products containing Cannabis, or Cannabis paraphernalia. "**Cannabis**" means a plant in the genus *Cannabis* including *Cannabis sativa*, *Cannabis indica*, *Cannabis ruderalis*, and all subspecies, hybrids, or yet to be discovered subspecies and hybrids, and including the federal law definitions of Marijuana. "**Marijuana**" means any material, compound, derivative, mixture, product or preparation that contains any quantity of the substances listed on Schedule 1 of the Controlled Substances Act or in its implementing regulations, including without limitation 21 C.F.R. § 1308.11, 21 U.S.C. § 802(6) as "Marihuana" or "Tetrahydrocannabinols," except Hemp, as defined in 7 U.S.C. § 1639o and except Cannabis Plant Materials defined in 21 C.F.R. 1308.35 or which contains any of their salts, isomers and salts of isomers, or any derivative or mixture thereof or any synthetic equivalent or which would be a "controlled substance analogue" manufactured, formulated, sold, distributed, or marketed with the intent to avoid the provisions of existing drug laws as defined under 21 U.S.C. § 813. The Company and each of its Subsidiaries possess all material certificates, authorizations and permits issued by the appropriate foreign, federal or state regulatory authorities necessary to conduct their respective businesses. All such certificates, authorizations and permits are valid and in full force and effect. During the period since the Company's Common Stock was designated for quotation on the Principal Market, (i) the Common Stock has been designated for quotation on the Principal Market, (ii) trading in the Common Stock has not been suspended by the SEC or the Principal Market and (iii) the Company has received no communication, written or oral, from the SEC or the Principal Market regarding the suspension of quotation of the Common Stock on the Principal Market.

(n) Sarbanes-Oxley Act. The Company is in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002, as amended, that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof.

(o) Transactions With Affiliates. Except as set forth in Schedule 3(o), none of the current officers, directors or employees (including, without limitation, any family member or affiliate thereof) of the Company or any of its Subsidiaries is presently a party to (or has previously been a party to) any transaction with the Company or any of its Subsidiaries (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of goods or services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the Company's Knowledge, any corporation, partnership, trust or other Person in which any such officer, director, or employee (or family member or affiliate thereof) has a substantial interest or is an employee, officer, director, trustee or partner.

(p) Equity Capitalization. As of the date hereof, the authorized capital stock of the Company consists of (i) 250,000,000 shares of Common Stock, of which as of the date hereof, [will be filled in when all buyers finalized] are issued and outstanding, [will be filled in when all buyers finalized] shares are reserved for issuance pursuant to the Company's stock option and purchase plans and [will be filled in when all buyers finalized] shares are reserved for issuance pursuant to securities (other than the aforementioned options) exercisable or exchangeable for, or convertible into, Common Stock and (ii) 10,000,000 shares of preferred stock, par value $0.001 per share, none of which are designated and issued and outstanding. [will be filled in when all buyers finalized] shares of Common Stock are held in treasury. All of such outstanding shares are duly authorized, validly issued and are fully paid and nonassessable. [will be filled in when all buyers finalized] shares of the Company's issued and outstanding Common Stock on the date hereof are as of the date hereof owned by Persons who are "affiliates" (as defined in Rule 405 of the 1933 Act) of the Company or any of its Subsidiaries. (i) Except as disclosed in Schedule 3(p), none of the Company's or any Subsidiary's capital stock is subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company or any Subsidiary; (ii) except as disclosed in Schedule 3(p), there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries, is or may become bound to issue additional capital stock of the Company or any of its Subsidiaries, or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any capital stock of the Company or any of its Subsidiaries; (iii) except as disclosed in Schedule 3(p), there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness of the Company or any of its Subsidiaries, or by which the Company or any of its Subsidiaries, is or may become bound; (iv) except as disclosed in Schedule 3(p), there are no financing statements securing obligations in any amounts filed in connection with the Company or any of its Subsidiaries; (v) except as disclosed in Schedule 3(p), there are no agreements or arrangements (other than as set forth herein) under which the Company or any of its Subsidiaries, is obligated to register the sale of any of their securities under the 1933 Act; (vi) except as disclosed in Schedule 3(p), there are no outstanding securities or instruments of the Company or any of its Subsidiaries, which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (vii) except as disclosed in Schedule 3(p), there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Shares; (viii) except as disclosed in Schedule 3(p), neither the Company nor any Subsidiary, if any, has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (ix) neither the Company nor any of its Subsidiaries have any material non-public information, including any material liabilities or obligations, that are required to be disclosed in the SEC Documents which are not so disclosed in the SEC Documents. True, correct and complete copies of the Company's articles of incorporation, as amended and as in effect on the date hereof (the "**Articles of Incorporation**"), and the Company's bylaws, as amended and as in effect on the date hereof (the "**Bylaws**"), and the terms of all securities convertible into, or exercisable or exchangeable for, Common Stock and the material rights of the holders thereof in respect thereto have heretofore been filed as part of the SEC Documents. Except as set forth in Schedule 3(p), each stock option granted by the Company was granted (x) in accordance with the terms of the applicable stock option plan of the Company and (y) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. To the Company's Knowledge, no stock option granted under the Company's stock option plan has been backdated. To the Company's Knowledge, the Company has not granted, and there is no and has been no policy or practice of the Company to grant, stock options prior to, or otherwise coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(q) Indebtedness and Other Contracts. Neither the Company nor any of its Subsidiaries, (i) except as disclosed in Schedule 3(q), has any outstanding Indebtedness (as defined below), (ii) except as disclosed in the SEC Documents, is a party to any material definitive agreement (as defined in Item 1.01(b) of the Current Report on Form 8-K), or (iii) except as disclosed in Schedule 3(q), neither the Company nor such Subsidiary, nor any other party to a material definitive agreement (as defined in Item 1.01(b) of the Current Report on Form 8-K) is in material violation of any term of, or in default under, such material definitive agreement, including any material definitive agreement relating to any Indebtedness. For purposes of this Agreement: (x) "**Indebtedness**" of any Person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, "capital leases" in accordance with GAAP, consistently applied during the periods involved) (other than trade payables entered into in the ordinary course of business consistent with past practice), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in connection with GAAP, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, claim, lien, tax, right of first refusal, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above; and (y) "**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, capital lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(r) Absence of Litigation. Except as set forth in the SEC Documents, there is no material action, suit, proceeding, inquiry or investigation before or by the Principal Market, any court, public board, arbitrator, panel, government agency, self-regulatory organization or body pending or, to the Company's Knowledge, threatened against or affecting the Company or any of its Subsidiaries, the Preferred Stock, the consummation of the Proposed Transaction or any of the Company's or its Subsidiaries' officers or directors, whether of a civil or criminal nature or otherwise, in their capacities as such. "**Proposed Transaction**" means the acquisition by a wholly owned Subsidiary of the Company of substantially all of the assets of the Star Buds Group on substantially the terms disclosed by the Company in its 8-K Filings prior to the date hereof. To the Company's Knowledge, no director, officer or employee of the Company or any of its Subsidiaries has willfully violated 18 U.S.C. §1519 or engaged in spoliation in reasonable anticipation of litigation. Without limitation of the foregoing, there has not been, and to the Company's Knowledge, there is not pending, contemplated or anticipated, any inquiry or investigation by the SEC involving the Company, any of its Subsidiaries or any current or former director or officer of the Company or any of its Subsidiaries. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the 1933 Act or the 1934 Act. Neither the Company nor any of its Subsidiaries is subject to any order, writ, judgment, injunction, decree, determination or award of any governmental entity.

(s) Tax Status. The Company and each of its Subsidiaries (i) has timely made or filed all material foreign, federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has timely paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and (iii) has set aside on its books adequate reserves for the payment of all unpaid taxes. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, except for those being contested in good faith, and the officers of the Company and its Subsidiaries know of no basis for any such claim.

(t) Internal Accounting and Disclosure Controls. The Company and each of its Subsidiaries, maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, consistently applied during the periods involved, and Applicable Law, and to maintain asset and liability accountability, (iii) access to assets or incurrence of liabilities is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets and liabilities is compared with the existing assets and liabilities at reasonable intervals and appropriate action is taken with respect to any difference. The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the 1934 Act) that are effective in ensuring that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the rules and forms of the SEC, including, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is accumulated and communicated to the Company's management, including its principal executive officer or officers and its principal financial officer or officers, as appropriate, to allow timely decisions regarding required disclosure. Except as set forth in Schedule 3(s), during the twelve months prior to the date hereof neither the Company nor any of its Subsidiaries, has received any written notice or correspondence from any accountant relating to any material weakness in any part of the system of internal accounting controls of the Company or any of its Subsidiaries.

(u) Off Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company or any of its Subsidiaries and an unconsolidated or other off balance sheet entity that is required to be disclosed by the Company in its 1934 Act filings and is not so disclosed or that otherwise has had or would be reasonably likely to have a Material Adverse Effect.

(v) Investment Company Status. Neither the Company nor any of its Subsidiaries, is, and upon consummation of the sale of the Shares, and for so long as the Buyers hold any Shares, will not be, an "investment company," an affiliate of an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

(w) Acknowledgement Regarding Buyers' Trading Activity. The Company acknowledges and agrees that, except as otherwise set forth herein or in any other Transaction Document, (i) the Buyers have not been asked to agree, nor have the Buyers agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Securities for any specified term; (ii) the Buyers, and counter-parties in "derivative" transactions to which any Buyer is a party, directly or indirectly, presently may have a "short" position in the Common Stock; (iii) the Buyers shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction; and (iv) each Buyer may rely on the Company's obligation to timely deliver shares of Common Stock as and when required pursuant to the Transaction Documents for purposes of effecting trading in the Common Stock of the Company. The Company further understands and acknowledges that (a) the Buyers may engage in hedging and/or trading activities at various times during the period that the Securities are outstanding, and (b) such hedging and/or trading activities, if any, can reduce the value of the existing stockholders' equity interest in the Company both at and after the time the hedging and/or trading activities are being conducted. The Company acknowledges that such aforementioned hedging and/or trading activities do not constitute a breach of this Agreement or any of the documents executed in connection herewith.

(x) Manipulation of Price. The Company has not, and, to the Company's Knowledge, no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result, or that could reasonably be expected to cause or result, in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities (other than to placement agents), (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company, or (iv) paid or agreed to pay any Person for research services with respect to any securities of the Company or any of its Subsidiaries.

(y) Shell Company Status. The Company is not, and has never been, an issuer identified in, or subject to, Rule 144(i)(1) of the 1933 Act.

(z) Compliance with Anti-Money Laundering Laws. Other than as a result of non-compliance with the Controlled Substances Act (21 U.S.C. §801, *et. seq.*)that prohibits the cultivation, processing, transportation, sale or possession of Cannabis or parts of Cannabis including particular cannabinoids, the sale or possession of Cannabis paraphernalia, or advertising the sale of Cannabis, products containing Cannabis, or Cannabis paraphernalia, the operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and all other applicable U.S. and non-U.S. anti-money laundering laws, rules and regulations, including, but not limited to, those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the United States Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001, and the United States Money Laundering Control Act of 1986 (18 U.S.C. §§1956 and 1957), as amended, as well as the implementing rules and regulations promulgated thereunder, and the applicable money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency or self-regulatory body (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the Company's Knowledge, threatened.

(aa) Sanctions. Neither the Company nor any of its Subsidiaries, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries or affiliates is, or is directly or indirectly owned or controlled by, a Person that is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Departments of State or Commerce and including, without limitation, the designation as a "Specially Designated National" or on the "Sectoral Sanctions Identifications List", collectively "**Blocked Persons**"), the United Nations Security Council, the European Union, Her Majesty's Treasury or any other relevant sanctions authority (collectively, "**Sanctions Laws**"); neither the Company, any of its Subsidiaries, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries or affiliates, is located, organized or resident in a country or territory that is the subject or target of a comprehensive embargo or Sanctions Laws prohibiting trade with the country or territory, including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria (each, a "**Sanctioned Country**"); the Company maintains in effect and enforces policies and procedures designed to ensure compliance by the Company and its Subsidiaries with applicable Sanctions Laws; neither the Company, any of its Subsidiaries, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries or affiliates, acting in any capacity in connection with the operations of the Company, conducts any business with or for the benefit of any Blocked Person or engages in making or receiving any contribution of funds, goods or services to, from or for the benefit of any Blocked Person, or deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to any applicable Sanctions Laws; no action of the Company or any of its Subsidiaries in connection with (i) the execution, delivery and performance of this Agreement and the other Transaction Documents, (ii) the issuance and sale of the Securities, or (iii) the direct or indirect use of proceeds from the Securities or the consummation of any other transaction contemplated hereby or by the other Transaction Documents or the fulfillment of the terms hereof or thereof, will result in the proceeds of the transactions contemplated hereby and by the other Transaction Documents being used, or loaned, contributed or otherwise made available, directly or indirectly, to any Subsidiary, joint venture partner or other person or entity, for the purpose of (i) unlawfully funding or facilitating any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions Laws, (ii) unlawfully funding or facilitating any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions Laws. For the past five years, the Company and its Subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions Laws or with any Sanctioned Country.

(bb) Anti-Bribery. Neither the Company nor any of the Subsidiaries has made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law. Neither the Company, nor any of its Subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Company, or any of its Subsidiaries or affiliates, has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity with which the Company does or seeks to do business or to foreign or domestic political parties or campaigns, (iii) violated or is in violation of any provision of any Applicable Law implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other similar law of any other jurisdiction in which the Company operates its business, including, in each case, the rules and regulations thereunder (the "**Anti-Bribery Laws**"), (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or (v) otherwise made any offer, bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; the Company and each of its respective Subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws referred to in (iii) above and with this representation and warranty; none of the Company, nor any of its Subsidiaries or affiliates will directly or indirectly use the proceeds of the Shares or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity for the purpose of financing or facilitating any activity that would violate the laws and regulations referred to in (iii) above; there are, and have been, no allegations, investigations or inquiries with regard to a potential violation of any Anti-Bribery Laws by the Company, its Subsidiaries or affiliates, or any of their respective current or former directors, officers, employees, stockholders, representatives or agents, or other persons acting or purporting to act on their behalf.

(cc) No Additional Agreements. Except as set forth in Schedule 3(cc), the Company does not have any agreement or understanding with any Buyer with respect to the transactions contemplated by the Transaction Documents.

(dd) Disclosure. All disclosure provided to the Buyers regarding the Company and its Subsidiaries, their businesses and the transactions contemplated hereby, including the schedules to this Agreement and the Confidential PPM, furnished by or on behalf of the Company or any of its Subsidiaries, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. All of the written information furnished after the date hereof by or on behalf of the Company or any of its Subsidiaries, to the Buyers pursuant to or in connection with this Agreement and the other Transaction Documents, taken as a whole, will be true and correct in all material respects as of the date on which such information is so provided and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading. Each press release issued by the Company or any of its Subsidiaries, during the twelve months preceding the date of this Agreement did not at the time of release contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. No event or circumstance has occurred or information exists with respect to the Company or any of its Subsidiaries, or its or their business, properties, liabilities, prospects, operations (including results thereof) or conditions (financial or otherwise), which, under Applicable Law, requires public disclosure at or before the date hereof or announcement by the Company but which has not been so publicly disclosed. The Company understands and confirms that each of the Buyers will rely on the foregoing representations in effecting the transactions of securities of the Company. The Company acknowledges and agrees that the Buyers do not make and have not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 2.

(ee) No Disqualification Events. With respect to Securities to be offered and sold hereunder in reliance on Rule 506(b) under the 1933 Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the 1933 Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Buyers a copy of any disclosures provided thereunder.

(ff) Other Covered Persons. Except as set forth on Schedule 3(ff), the Company is not aware of any Person that has been or will be paid (directly or indirectly) remuneration for solicitation of Buyers or potential purchasers in connection with the sale of the Securities.

(gg) Intellectual Property Rights. The Company and its Subsidiaries own or possess adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, original works of authorship, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights and all applications and registrations therefor ("**Intellectual Property Rights**") necessary to conduct their respective businesses as now conducted. To the Company's Knowledge, there is not any infringement by the Company or its Subsidiaries of Intellectual Property Rights of others. There is no claim, action or proceeding being made or brought, or to the Company's Knowledge, being threatened, against the Company or any of its Subsidiaries regarding its Intellectual Property Rights, except where such claim, action or proceeding is not reasonably likely to result in a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received any written notice alleging any such infringement or claim, action or proceeding.

(hh) Title. Each of the Company and its Subsidiaries holds good title, or a valid leasehold interests in, to all real property, leases in real property, facilities or other interests in real property owned or held by the Company or any of its Subsidiaries that is material to the business of the Company (the "**Real Property**"). The Real Property is free and clear of all Liens and is not subject to any rights of way, building use restrictions, exceptions, variances, reservations, or limitations of any nature except for (a) Liens for current taxes not yet due and payable, (b) zoning laws and other land use restrictions that do not impair the present or anticipated use of the property subject thereto and (c) those that are not likely to result in a Material Adverse Effect. Any Real Property held under lease by the Company or any of its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere in any material respect with the use made and proposed to be made of such property and buildings by the Company or any of its Subsidiaries.

(ii) Fixtures and Equipment. Each of the Company and its Subsidiaries (as applicable) has good title to, or a valid leasehold interest in, all material tangible personal property, equipment, improvements, fixtures, and other personal property and appurtenances that are used by the Company or its Subsidiary in connection with the conduct of its business (the "**Fixtures and Equipment**"). Each of the Company's and its Subsidiary's Fixtures and Equipment are structurally sound, are in good operating condition and repair, are adequate for the uses to which they are being put, are not in need of maintenance or repairs except for ordinary, routine maintenance and repairs and are sufficient for the conduct of the Company's and/or its Subsidiaries' businesses (as applicable) in the manner as conducted prior to the Closing. Each of the Company and its Subsidiaries owns all of its Fixtures and Equipment free and clear of all Liens except for (i) Liens for current taxes not yet due and payable, and (ii) zoning laws and other land use restrictions that do not impair the present or anticipated use of the property subject thereto.

(jj) Environmental Laws.

(i) The Company and its Subsidiaries (A) are in compliance with any and all Environmental Laws (as defined below), other than those that are not likely to result in a Material Adverse Effect, (B) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (C) are in compliance with all terms and conditions of any such permit, license or approval where, except in each of the foregoing clauses (A), (B) and (C), where the failure to so comply or having such permits, licenses or other approval would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The term "**Environmental Laws**" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(ii) No Hazardous Materials:

(1) to the Company's Knowledge, have been disposed of or otherwise released by the Company or any of its Subsidiaries from any Real Property of the Company or any of its Subsidiaries in violation of any Environmental Laws; or

(2) to the Company's Knowledge, are present on, over, beneath, in or upon any Real Property or any portion thereof in quantities that would constitute a violation of any Environmental Laws. To the Company's Knowledge, no prior use by the Company or any of its Subsidiaries of any Real Property has occurred that violates any Environmental Laws, which violation would have a Material Adverse Effect.

(iii) To the Company's Knowledge, neither the Company nor any of its Subsidiaries knows of any other person who or entity which has stored, treated, recycled, disposed of or otherwise located on any Real Property any Hazardous Materials, including, without limitation, such substances as asbestos and polychlorinated biphenyls.

(iv) To the Company's Knowledge, none of the Real Property is on any federal or state "Superfund" list or Liability Information System ("**CERCLIS**") list or any state environmental agency list of sites under consideration for CERCLIS, nor subject to any environmental related Liens.

(kk) Management. During the past five year period, to the Company's Knowledge, no current named executive officer (as defined in Item 402 of Regulation S-K) or director has been the subject of:

(i) a petition under bankruptcy laws or any other insolvency or moratorium law or the appointment by a court of a receiver, fiscal agent or similar officer for such Person, or any partnership in which such person was a general partner, or any corporation or business association of which such person was an executive officer;

(ii) a conviction in a criminal proceeding or a named subject of a pending criminal proceeding (excluding traffic violations that do not relate to driving while intoxicated or driving under the influence);

(iii) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining any such person from, or otherwise limiting, the following activities:

(1) Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the United States Commodity Futures Trading Commission or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

(2) Engaging in any particular type of business practice; or

(3) Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of securities laws or commodities laws;

(iv) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any authority barring, suspending or otherwise limiting for more than 60 days the right of any such person to engage in any activity described in the preceding sub paragraph, or to be associated with persons engaged in any such activity;

(v) a finding by a court of competent jurisdiction in a civil action or by the SEC or other authority to have violated any securities law, regulation or decree and the judgment in such civil action or finding by the SEC or any other authority has not been subsequently reversed, suspended or vacated; or

(vi) a finding by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, and the judgment in such civil action or finding has not been subsequently reversed, suspended or vacated.

(ll) Cybersecurity. The Company and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its Subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its Subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data, including "Personal Data," used in connection with their businesses. "**Personal Data**" means (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; (ii) any information which would qualify as "personally identifying information" under the Federal Trade Commission Act, as amended; (iii) "personal data" as defined by the European Union General Data Protection Regulation ("**GDPR**") (EU 2016/679); and (iv) any other piece of information that allows the identification of such natural person, or his or her family, or permits the collection or analysis of any data related to an identified person's health or sexual orientation. To the Company's Knowledge, there have been no material breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and its Subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

(mm) Compliance with Data Privacy Laws. The Company and its Subsidiaries are, and at all prior times were, in material compliance with all applicable state and federal data privacy and security laws and regulations, and the Company and its Subsidiaries have taken commercially reasonable actions to prepare to comply with, and since May 25, 2018, have been and currently are in compliance with, the GDPR (EU 2016/679) (collectively, the "**Privacy Laws**"). To ensure compliance with the Privacy Laws, the Company and its Subsidiaries have in place, comply with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling, and analysis of Personal Data (the "**Policies**"). The Company and its Subsidiaries have at all times made all disclosures to users or customers required by applicable laws and regulatory rules or requirements, and none of such disclosures made or contained in any Policy have, to the Company's Knowledge, been inaccurate or in violation of any applicable laws and regulatory rules or requirements in any material respect. To the Company's Knowledge, neither the Company nor any Subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Law; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law.

(nn) Transfer Taxes. All transfer, stamp, registration, court or documentary, recording, filing or other similar taxes (other than taxes imposed on or measured by net income (however denominated)) which are required to be paid by the Company in connection with the issuance, registration, sale or transfer of the Securities to be sold to each Buyer hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with in all material respects.

(oo) Insurance. The Company and each of its Subsidiaries, if any, are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries, if any, are engaged. Neither the Company nor any such Subsidiary, if any, has been refused any insurance coverage sought or applied for and, to the Company's Knowledge, neither the Company nor any such Subsidiary, if any, has any reason to believe that it will be unable to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(pp) U.S. Real Property Holding Corporation. Neither the Company nor any of its Subsidiaries, if any, is, or has ever been, a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company and each Subsidiary shall so certify upon a Buyer's request.

(qq) No Disagreements with Accountants and Lawyers. There are no material disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

4. COVENANTS.

(a) Best Efforts. Each party hereto shall use its best efforts to timely satisfy each of the conditions to be satisfied by it as provided in Sections 5 and 6.

(b) Form D and Blue Sky. The Company agrees to file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof to the Buyers promptly after such filing. The Company shall, on or before the Closing, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Securities for sale to the Buyers at the Closing pursuant to this Agreement under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Buyers on or prior to the Closing. The Company shall make all filings and reports relating to the offer and sale of the Securities required under applicable securities or "Blue Sky" laws of the states of the United States following the Closing.

(c) Reporting Status. Until the date on which no Buyer holds any Shares (the "**Reporting Period**"), the Company shall timely file all reports required to be filed with the SEC pursuant to the 1934 Act (reports filed in compliance with the time period specified in Rule 12b-25 promulgated under the 1934 Act or SEC or SEC staff issued relief shall be considered timely for this purpose), and the Company shall not terminate its status as an issuer required to file reports under the 1934 Act even if the 1934 Act or the rules and regulations thereunder would no longer require or otherwise permit such termination, and the Company shall take all actions necessary to maintain its eligibility to register the Underlying Shares for resale by the Buyers on Form S-1.

(d) Use of Proceeds. The Company will use the proceeds from the Closing in the manner described in Exhibit D hereto, provided that in no event may the proceeds be used, directly or indirectly, for the redemption or repurchase of any securities of the Company or any of its Subsidiaries or repayment of any Indebtedness.

(e) Financial Information. The Company agrees to send the following to the Buyers that hold Shares during the Reporting Period (i) unless the following are filed with the SEC through EDGAR and are available to the public through the EDGAR system, within one Business Day after the filing thereof with the SEC, a copy of its Annual Reports on Form 10-K, any Quarterly Reports on Form 10-Q, any Current Reports on Form 8-K (or any analogous reports under the 1934 Act) and any registration statements (other than on Form S-8) or amendments filed pursuant to the 1933 Act, and (ii) copies of any notices and other information made available or given to the stockholders of the Company generally, contemporaneously with the making available or giving thereof to the stockholders. As used herein, "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(f) Listing. The Company shall promptly secure the listing of all of the Underlying Shares upon each national securities exchange and automated quotation system, if any, upon which the Common Stock is then listed (subject to official notice of issuance) and shall maintain such listing of all Underlying Shares from time to time issuable under the terms of the Preferred Stock. For so long as any Buyer owns any Shares, (i) the Company shall maintain the authorization for quotation of the Common Stock on the Principal Market or The New York Stock Exchange, the NYSE American, the Nasdaq Global Market, the Nasdaq Global Select Market, the OTC Bulletin Board, the OTCQB or the OTCQX (or any successors to any of the foregoing) ("**Trading Market**"), and (ii) neither the Company nor any of its Subsidiaries shall take any action which would be reasonably expected to result in the suspension of quotation of the Common Stock on the Principal Market other than in connection with, as a result of or after listing of the Common Stock on The New York Stock Exchange, the NYSE American, the Nasdaq Global Market, the Nasdaq Global Select Market, or any other recognized stock exchange in North America, including, without limitation, the Toronto Stock Exchange, the TSX Venture Exchange, the NEO Exchange Inc. or the Canadian Securities Exchange (or any successors to any of the foregoing). The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 4(f).

(g) Fees. The Company shall be responsible for the payment of any placement agent fees, financial advisory fees, or broker's commissions (other than those for Persons engaged by any Buyer) relating to or arising out of the transactions contemplated hereby, including, without limitation, any fees or commissions payable to placement agents, including any reasonable legal fees and expenses of such placement agents. The Company shall pay, and hold the Buyers harmless against, any liability, loss or expense (including, without limitation, reasonable attorney's fees and out-of-pocket expenses) arising in connection with any claim relating to any such payment. Except as otherwise set forth in the Transaction Documents, each party to this Agreement shall bear its own expenses in connection with the sale of the Shares to the Buyers.

(h) Disclosure of Transactions and Other Material Information. On or before 9:00 AM New York City time four Business Days after the date hereof, the Company shall (A) issue a press release disclosing all material terms of the transactions contemplated hereby and (B) file a Current Report on Form 8-K describing the terms of the transactions contemplated by the Transaction Documents in the form required by the 1934 Act and attaching the material Transaction Documents to the extent required by law (the "**8-K Filing**"). Subject to the foregoing, neither the Company or its Subsidiaries nor the Buyers shall issue any press releases or any other public statements with respect to the transactions contemplated hereby; provided, however, that the Company shall be entitled, without the prior approval of the Buyers, to make any press release or other public disclosure with respect to such transactions (i) in substantial conformity with the 8-K Filing and contemporaneously therewith and (ii) as is required by Applicable Law. Except for any registration statement filed in accordance with this Agreement, the 8-K Filing and as required by Applicable Law and Trading Market regulations, without the prior written consent of a Buyer, neither the Company nor any of its Subsidiaries or affiliates shall disclose the name of such Buyer in any filing, announcement, release or otherwise.

(i) Reservation of Shares of Common Stock. So long as any Buyer owns any Shares, the Company shall take all action necessary to at all times after the date hereof have authorized, and reserved for the purpose of issuance, no less than the number of shares of Common Stock issuable upon conversion of the Shares then outstanding based on the then current conversion price. If at any time the number of shares of Common Stock so authorized and reserved for issuance is not sufficient to meet the foregoing obligation, the Company will promptly take all corporate action necessary to authorize and reserve a sufficient number of shares of Common Stock, including, without limitation, calling a special meeting of stockholders to authorize additional shares of Common Stock to meet such obligation.

(j) Buyers Lock-Up. Notwithstanding anything to the contrary contained herein, each Buyer agrees that it will not sell any Underlying Shares prior to the first anniversary of the Original Issue Date. Each Buyer may sell, in the aggregate, (1) up to 25% of the Underlying Shares purchased hereunder at any time following the first anniversary of the Original Issue Date until the eighteen month anniversary of the Original Issue Date, (2) up to 50% of the Underlying Shares purchased hereunder at any time following the eighteen month anniversary of the Original Issue Date until the second anniversary of the Original Issue Date, and (3) all of the Underlying Shares purchased hereunder at any time following the second anniversary of the Original Issue Date; provided, however, that each Buyer may sell all of the Underlying Shares purchased hereunder at any time following the first Listing Event that occurs after the Original Issue Date; provided further, however, that this Section 4(j) shall not apply to a Buyer's Underlying Shares issued upon conversion of Shares in connection with an Anticipated Change of Control Notice or a Forced Redemption Notice (in the latter case, solely with respect to Underlying Shares issued upon conversion of the Shares that are the subject of such Forced Redemption Notice).

(k) Notice of Disqualification Events. The Company will notify the Buyers in writing prior to any Closing of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

(l) Compliance with Cannabis Law. The Company shall take all action to comply with state cannabis laws and regulations, including making all requisite filings under such laws and regulations as and when required.

(m) Registration.

(i) After the earlier to occur of (1) a Listing Event (as defined in the Certificate of Designation), and (2) the date that is 12 months after the Original Issue Date, Buyers holding Shares convertible into shares of Common Stock with a market value that is equal to at least $10,000,000 shall have the right to require the Company at any time, and from time to time, to file a registration statement on Form S-1 (or if eligible to use Form S-3, a registration statement on Form S-3) with the SEC covering the resale of the Underlying Shares (each such registration statement and each registration statement filed pursuant to Section 4(m)(ii), a "**Resale Registration Statement**").

(ii) The Company also agrees that to the extent it files any registration statement with the SEC, other than a registration statement on Form S-8, Form S-4 or Form S-3, it will prior to filing such registration statement, give the Buyers reasonable written notice in order to permit the Buyers to include in such registration statement, the resale of the Underlying Shares; provided, however, that if, solely in connection with any primary underwritten public offering for the account of the Company, the managing underwriter(s) thereof shall, in its reasonable discretion, impose a limitation on the number of Underlying Shares which may be included in such registration statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to allocate for inclusion in such registration statement the Underlying Shares of each participating holder of Underlying Shares in direct proportion (as nearly as practicable) to the number of Underlying Shares requested to be included by such holder; provided, however, that the Buyers shall not be disproportionately negatively affected as compared to other holders of Company securities to be registered.

(iii) The Company will promptly file and use best efforts to cause to become promptly effective such Resale Registration Statement as well as any filings required under any applicable state securities laws or regulations. The Company shall keep such Resale Registration Statement effective until the earlier of (1) such time as all of the Underlying Shares registered for resale under such Resale Registration Statement have been sold pursuant to such Resale Registration Statement or otherwise, or (2) such time as the Underlying Shares registered for resale under such Resale Registration Statement may be sold under Rule 144 without restriction or limitation and without the requirement to be in compliance with Rule 144(c)(1). The Buyers' right to demand registration of the Underlying Shares shall not terminate until such time as all the Underlying Shares have been registered for resale with the SEC and the Buyers have sold or otherwise transferred to Persons not affiliated with the Buyers all of such Underlying Shares. All costs related to the preparation, filing and effectiveness of such registrations, including accounting and legal fees and expenses (including reasonable fees and expenses of counsel for the Buyers) shall be borne by the Company. The Company will enter into an agreement with the Buyers including customary terms and conditions for any such registration, including customary indemnification provisions.

(iv) Notwithstanding the foregoing obligations, the Company may, upon written notice to the Buyers, for a reasonable period of time, not to exceed 45 days in the case of clauses (1) and (2) below, or 30 days in the case of clause (3) below (each, a "**Suspension Period**"), delay the filing of a Resale Registration Statement or a request for acceleration of the effective date, or suspend the effectiveness of any Resale Registration Statement, in the event that (1) the Company is engaged in any activity or transaction or preparations or negotiations for any activity or transaction that the Company desires to keep confidential for business reasons, if the Company's board of directors determines in its reasonable good faith judgement that the public disclosure requirements imposed on the Company under the Securities Act in connection with the Resale Registration Statement would require at that time disclosure of such activity, transaction, preparations or negotiations and such disclosure could result in material harm to the Company or its business transactions or activities, (2) the Company does not yet have appropriate financial statements of any acquired or to be acquired entities necessary for filing, or (3) any other event occurs that makes any statement of a material fact made in such Resale Registration Statement, including any document incorporated by reference therein, untrue or that requires the making of any additions or changes in the Resale Registration Statement in order to make the statements therein not misleading. The Company may not invoke its right to suspend or delay a registration statement pursuant to this Section 4(m)(iv) more than twice in any twelve month period. If the Company suspends the effectiveness of a Resale Registration Statement pursuant to this Section 4(m)(iv), the Company shall, as promptly as reasonably practicable following the termination of the circumstance which entitled the Company to do so, take such actions as may be necessary to reinstate the effectiveness of such Resale Registration Statement and give written notice to the applicable Buyers authorizing the applicable Buyers to resume offerings and sales pursuant to such Resale Registration Statement.

(v) It shall be a condition precedent to the obligations of the Company to file or effect any Resale Registration Statement pursuant to this Section 4(m) that each Buyer who desires to include Underlying Shares in such Resale Registration Statement shall furnish to the Company such information regarding itself, the Company securities held by it and the intended method of disposition of the Underlying Shares held by it as shall be reasonably required to effect and maintain the effectiveness of the registration of such Resale Registration Statement and shall execute such documents in connection with such registration as the Company may reasonably request.

(vi) Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to (1) effect a registration pursuant to this Section 4(m) within 90 days after the effective date of a previous registration; (2) effect a registration pursuant to this Section 4(m) unless the request is for a number of shares of Common Stock with a market value that is equal to at least $3,000,000 as of the date of such request; (3) effect a registration if the Company has effected two registrations on a Resale Registration Statement in the 12-month period prior to such request, or (4) file or effect a Resale Registration Statement with respect to any Underlying Shares subject to a registration demand that may be sold under Rule 144 without restriction or limitation and without the requirement to be in compliance with Rule 144(c)(1) limitation.

(n) Closing Documents. On or prior to 14 calendar days after each Closing, the Company agrees to deliver, or cause to be delivered, to the Buyers a complete closing set of the executed Transaction Documents and any other documents required to be delivered to any party hereto pursuant to Section 6 hereof or otherwise.

(o) Equity Incentive Plan Limitation. For as long as any Buyer holds any Shares, without the prior written consent of Buyers holding at least a majority of the then-outstanding Shares, the Company shall not have issued and outstanding awards under any equity incentive plan for the issuance of shares of Common Stock representing more than 12% of the then-issued and outstanding shares of Common Stock (calculated on an as-converted, fully-diluted basis, excluding warrants) in the aggregate.

(p) Regulation M. The Company will not take any action prohibited by Regulation M under the 1934 Act, in connection with the distribution of the Securities contemplated hereby.

(q) General Solicitation. None of the Company, any of its affiliates (as defined in Rule 501(b) under the 1933 Act) or any person acting on behalf of the Company or such affiliate will solicit any offer to buy or offer or sell the Preferred Stock by means of any form of general solicitation or general advertising within the meaning of Regulation D, including: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio; and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(r) Integration. None of the Company, any of its affiliates (as defined in Rule 501(b) under the 1933 Act), or any person acting on behalf of the Company or such affiliate will sell, offer for sale, or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the 1933 Act) which will be integrated with the sale of the Securities in a manner which would require the registration of the Securities under the 1933 Act or require stockholder approval under the rules and regulations of the Principal Market and the Company will take all action that is appropriate or necessary to assure that its offerings of other securities will not be integrated for purposes of the 1933 Act or the rules and regulations of the Principal Market, with the issuance of Securities contemplated hereby.

(s) Pledge of Securities. The Company acknowledges and agrees that the Securities may be pledged in connection with a bona fide margin account with a FINRA registered broker/dealer or other loan or financing arrangement with an Accredited Investor secured by the Securities and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and if the Buyer effects such a pledge of Securities it shall not be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document, including, without limitation, this Section 2(f).

5. CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL.

(a) The obligation of the Company hereunder to issue and sell the Shares to the Buyers at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing the Buyers with prior written notice thereof:

(i) Each Buyer shall have executed each of the Transaction Documents to which it is a party and delivered the same to the Company.

(ii) Each Buyer shall have delivered to the Company such Buyer's aggregate Purchase Price, for the Shares being purchased by such Buyer at the Closing by wire transfer of immediately available funds pursuant to the wire instructions provided by the Company.

(iii) The representations and warranties of each Buyer shall be true and correct as of the date when made and as of the Closing as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date), and each Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Closing.

(iv) The Company shall have received the Dye SPA Waiver.

(v) The Company shall have raised or otherwise secured a minimum of $72 million of capital from any combination of the sale of shares of Preferred Stock and proceeds to be disbursed to the Company from a loan under a credit facility evidenced by a commitment to lend (provided that such commitment may be subject to conditions to draw on the credit facility and may be funded in tranches; exclusive of original issue discount on the loan).

(vi) The Company shall have received a financial fairness opinion regarding the Preferred Stock and the rights, preferences and privileges set forth in the Certificate of Designation.

6. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE.

(a) The obligation of each Buyer hereunder to purchase the Shares that such Buyer is purchasing at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for such Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(i) The Company shall have duly executed and delivered to such Buyer (A) each of the Transaction Documents, and (B) the Shares being purchased by such Buyer at the Closing pursuant to this Agreement.

(ii) The Company shall have delivered to such Buyer evidence of the filing and acceptance of the Certificate of Designation from the Nevada Secretary of State.

(iii) The Company shall have delivered to such Buyer a certificate, executed by the Secretary of the Company and dated as of the Closing, as to (i) the resolutions consistent with Section 3(b) as adopted by the Company's Board of Directors in a form reasonably acceptable to such Buyer, (ii) the Articles of Incorporation and (iii) the Bylaws, each as in effect at the Closing, in the form attached hereto as Exhibit B.

(iv) The representations and warranties of the Company shall be true and correct as of the date when made and as of the Closing as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Closing. Such Buyer shall have received a certificate, executed by the Chief Executive Officer of the Company, dated as of the Closing, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer in the form attached hereto as Exhibit C.

(v) The Common Stock (I) shall be designated for quotation on the Principal Market and (II) shall not have been suspended, as of the Closing, by the SEC or the Principal Market from trading on the Principal Market nor shall suspension by the SEC or the Principal Market have been threatened, as of the Closing, either (A) in writing by the SEC or the Principal Market or (B) by falling below the minimum listing maintenance requirements of the Principal Market.

(vi) The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Shares and the consummation of the transactions contemplated hereby.

(vii) The Company shall have delivered to such Buyer such other documents relating to the transactions contemplated by this Agreement as such Buyer or its counsel may reasonably request.

(viii) The Company shall have received the Dye SPA Waiver.

(ix) The Company shall have raised or otherwise secured a minimum of $72 million of capital from any combination of the sale of shares of Preferred Stock and proceeds to be disbursed to the Company from a loan under a credit facility evidenced by a commitment to lend (provided that such commitment may be subject to conditions to draw on the credit facility and may be funded in tranches; exclusive of original issue discount on the loan).

(x) All of the conditions precedent to the obligations of the parties to the Proposed Transaction to consummate the Proposed Transaction shall have been satisfied or waived, such that the Proposed Transaction shall close upon the funding pursuant to this Agreement and the Transaction Documents.

7. TERMINATION. In the event that the Closing shall not have occurred on or before November 30, 2020 due to the Company's or the Buyers' failure to satisfy the conditions set forth in Sections 5 and 6 above (and the nonbreaching party's failure to waive such unsatisfied condition(s)), the nonbreaching party shall have the option to terminate this Agreement with respect to such breaching party at the close of business on such date by delivering a written notice to that effect to each other party to this Agreement and without liability of any party to any other party; provided, however, that notwithstanding the foregoing the Buyers shall not be deemed to have waived any right to seek damages in respect of any breach of this Agreement by the Company and shall have all remedies available to it pursuant to this Agreement, under law or at equity.

8. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Nevada. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(b) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or .pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or .pdf signature.

(c) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement; Amendments. This Agreement and the other Transaction Documents supersede all other prior oral or written agreements between the Buyers, the Company, their affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the other Transaction Documents and the instruments referenced herein and therein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Buyers makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended or waived other than by an instrument in writing signed by the Company and the Buyers holding a majority of the then-outstanding Shares, and any amendment or waiver to this Agreement made in conformity with the provisions of this Section 8(e) shall be binding on all holders of Securities and the Company; provided, however, that no amendment shall be effective against any Buyer that is disproportionately affected by such amendment as compared to any other Buyer without such Buyer's written consent; provided, further, that no amendment requiring any Buyer to purchase additional Securities shall be effective against a Buyer without such Buyer's written consent; provided, further, that no waiver of the provisions of Section 6(a) shall be effective against a Buyer without such Buyer's written consent. No such amendment shall be effective to the extent that it applies to less than all of the holders of the applicable Securities then outstanding. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to the Transaction Documents; provided, however, for clarity, any Person's participation in a subsequent securities offering of the Company shall not be consideration for this purpose. The Company has not, directly or indirectly, made any agreements with the Buyers relating to the terms or conditions of the transactions contemplated by the Transaction Documents except as set forth in the Transaction Documents. Without limiting the foregoing, the Company confirms that, except as set forth in this Agreement, the Buyers has not made any commitment or promise or has any other obligation to provide any financing to the Company or otherwise. Whenever this Agreement requires the consent or approval of the holders of the Preferred Stock, unless otherwise expressly and specifically set forth in this Agreement, such consent or approval shall require the approval of the Buyers holding a majority of the then-outstanding Shares.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement or any of the other Transaction Documents must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or by electronic mail; (iii) upon delivery, when sent by electronic mail (provided that the sending party does not receive an automated rejection notice); or (iv) upon receipt, when sent by overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:

Medicine Man Technologies, Inc.
4880 Havana Street, Suite 201
Denver, CO 80239
Telephone: (303) 371-0387
Facsimile: (303) 371-0598
Attention: General Counsel
E-mail: dan@schwazze.com

If to a Buyer, to such Buyer's address and e-mail address set forth on the Schedule of Buyers hereto, with copies to such Buyer's representatives as set forth on its signature page hereto. Any notice address, facsimile number or email address for a party may be changed by delivering such other address, facsimile number and/or e-mail address and/or to the attention of such other Person as the specified by written notice given to the Company or the Buyers, as applicable, five calendar days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine or e-mail containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Buyers holding a majority of the then-outstanding Shares. A Buyer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(i) Survival. Unless this Agreement is terminated under Section 7, the covenants and agreements of the Company and the Buyer shall survive the Closing. Each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder. The representations and warranties of the Company shall survive the Closing until the two year anniversary thereof.

(j) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) Indemnification.

(i) In consideration of each Buyer's execution and delivery of the Transaction Documents and acquiring the Securities thereunder and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless each Buyer and all of their stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, other than special, exemplary, incidental, punitive or consequential damages, including lost profits, diminution in value, damage to reputation or the like unless any such damages are awarded to a third party, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or relating to (x) any misrepresentation or breach of any representation or warranty made by the Company or any Subsidiary in this Agreement, or (y) any breach of any covenant, agreement or obligation of the Company or any Subsidiary contained in this Agreement or (z) any untrue or alleged untrue statement of a material fact contained in any Resale Registration Statement or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the Company will not be liable in any such case to the extent that any such Indemnified Liabilities (A) arise primarily out of or is based primarily upon the inaccuracy of any representations and warranties made by such Buyer in this Agreement or (B) are caused by or contained in any information furnished in writing to the Company by a Buyer expressly for use in a Resale Registration Statement or any amendment thereof or supplement thereto. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. Notwithstanding anything to the contrary herein, the Company's aggregate liability under this Section 8(k) to any Indemnitee shall not exceed the Purchase Price paid by the applicable Buyer.

(ii) Promptly after receipt by an Indemnitee under this Section 8(k) of notice of the commencement of any action or proceeding (including, without limitation, any governmental action or proceeding) involving an Indemnified Liability, such Indemnitee shall, if a claim in respect thereof is to be made against any indemnifying party under this Section 8(k), deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnitee; provided, however, that an Indemnitee shall have the right to retain its own counsel with the fees and expenses of such counsel to be paid by the indemnifying party if: (x) the indemnifying party has agreed in writing to pay such fees and expenses; (y) the indemnifying party shall have failed promptly to assume the defense of such Indemnified Liability and to employ counsel reasonably satisfactory to such Indemnitee in any such Indemnified Liability; or (z) the named parties to any such Indemnified Liability (including, without limitation, any impleaded parties) include both such Indemnitee and the indemnifying party, and such Indemnitee shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnitee and the indemnifying party (in which case, if such Indemnitee notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, then the indemnifying party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the indemnifying party), provided further that in the case of clause (z) above the indemnifying party shall not be responsible for the reasonable fees and expenses of more than one (1) separate legal counsel for such Indemnitee. The Indemnitee shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnitee which relates to such Indemnified Liability. The indemnifying party shall keep the Indemnitee reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; provided, however, the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnitee, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability in respect to such Indemnified Liability, and such settlement shall not include any admission as to fault on the part of the Indemnitee. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnitee with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnitee under this Section 8(k), except to the extent that the indemnifying party is materially and adversely prejudiced in its ability to defend such action. The indemnity agreements contained herein shall be in addition to (A) any cause of action or similar right of the Indemnitees against the indemnifying party or others, and (B) any liabilities the indemnifying party may be subject to pursuant to the law.

(l) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. Each party hereto agrees that such party and/or its legal counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

(m) Remedies. The Buyers and each holder of the Securities shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, the Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under the Transaction Documents, any remedy at law may prove to be inadequate relief to the Buyers. The Company therefore agrees that the Buyers shall be entitled to seek temporary and permanent injunctive relief in any such case without the necessity of proving actual damages and without posting a bond or other security. The remedies provided in this Agreement and the other Transaction Documents shall be cumulative and in addition to all other remedies available under this Agreement and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief).

(n) Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) this Agreement, whenever any Buyer exercises a right, election, demand or option under this Agreement and the Company or any Subsidiary does not timely perform its related obligations within the periods therein provided, then such Buyer may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company or such Subsidiary (as the case may be), any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

(o) Payment Set Aside. To the extent that the Company makes a payment or payments to a Buyer hereunder or pursuant to any of the other Transaction Documents or a Buyer enforces or exercises its rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

(p) Independent Nature of Buyers' Obligations and Rights. The obligations of each Buyer under any Transaction Document are several and not joint with the obligations of any other Buyer, and no Buyer shall be responsible in any way for the performance or non-performance of the obligations of any other Buyer under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Buyer pursuant hereto or thereto, shall be deemed to constitute the Buyers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Buyers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Buyer shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Buyer to be joined as an additional party in any proceedings for such purpose. Each Buyer has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. The Company has elected to provide all Buyers with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by any of the Buyers. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and the Buyer, solely, and not between the Company and the Buyers collectively and not between and among the Buyers.

(q) Enforcement Fees. The prevailing party in any dispute under or relating to this Agreement shall have the right to collect from the other all costs and expenses incurred by such prevailing party as a result of enforcement of this Agreement and the collection of any amounts owed to such prevailing party hereunder (whether in cash, equity or otherwise), including, without limitation, reasonable attorneys' fees and expenses.

[Signature Page(s) Follows]

IN WITNESS WHEREOF, the Buyers and the Company have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

COMPANY:

MEDICINE MAN TECHNOLOGIES, INC.

By: /s/ Leonardo Riera
Name: Leonardo Riera
Title: Member of the Special Committee

IN WITNESS WHEREOF, the Buyers and the Company have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

BUYERS:

Dye Capital Cann Holdings II, LLC

By: /s/ Justin Dye
Name: Justin Dye
Title: Managing Member

Copies of notices to:

Attention: Justin Dye
Email: justin@dyecapital.com

Exhibit 10.2

AMENDMENT
TO
SECURITIES PURCHASE AGREEMENT

This **AMENDMENT TO SECURITIES PURCHASE AGREEMENT** (this "**Amendment**") is entered into as of December 16, 2020, by and between Medicine Man Technologies, Inc., a Nevada corporation (the "**Company**"), and Dye Capital Cann Holdings II, LLC, a Delaware limited liability company (the "**Buyer**"). Capitalized terms used but not defined herein shall have the meanings given them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Company and the Buyer previously entered into that certain Securities Purchase Agreement, dated as of November 16, 2020 (the "**Purchase Agreement**"); and

WHEREAS, the Company and the Buyer wish to amend the Purchase Agreement pursuant to this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants and considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment to the Purchase Agreement**. The Purchase Agreement is hereby amended to replace all references to "Buyers" therein to "Buyer" *mutatis mutandis*.

2. **Amendment to Recital B of the Purchase Agreement**. Recital B of the Purchase Agreement is hereby amended and restated in its entirety as follows:

> "B. The Buyer wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, an aggregate of up to 13,000 shares (such shares issued at each Closing (as defined below) hereunder are referred to herein as the "Shares") of the Company's Series A preferred stock, par value $0.001 per share (the "Preferred Stock"), having the rights, preferences and privileges set forth in the Certificate of Designation, the form of which is attached hereto as Exhibit A (the "Certificate of Designation"), including the conversion of such Preferred Stock into shares of the Company's common stock, par value $0.001 per share ("Common Stock"). Such purchase and sale of Preferred Stock shall take place in one or more closings (each applicable closing, the "Closing"), subject to the terms and conditions of this Agreement, provided that no Closing shall take place after January 8, 2021 without the mutual written agreement of the Buyer and the Company."

3. **Amendment to Section 1(a) of the Purchase Agreement**. Section 1(a) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

> "(a) Purchase of Shares. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 5 and 6 below at each Closing, the Company shall issue and sell to the Buyer and the Buyer agrees to purchase from the Company at the Closing the number of Shares determined upon mutual written agreement of the Buyer and the Company (up to an aggregate of 13,000 Shares)."

4. **Amendment to Section 2(d) of the Purchase Agreement**. Section 2(d) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

> "(d) Information. The Buyer and its advisors, if any, have been furnished with a copy of the Company's Confidential Private Placement Memorandum, dated November 6, 2020 (the "Confidential PPM"). The Buyer understands that, among other matters, the terms of the offering of the Securities, the Company's business, finances and operations, and the terms of the Proposed Transaction have had material changes and developments since the date of the Confidential PPM and that the Buyer, including as a result of Justin Dye's status as the chief executive officer of the Company and the managing member of the Buyer, the Buyer is aware of certain changes and developments and has had access to certain materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities and the Proposed Transaction, including changes or developments since the date of the Confidential PPM related thereto, that have been requested by the Buyer and to the satisfaction of the Buyer. The Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company and receive answers from the Company concerning the terms and conditions of the offering of the Securities, the merits and risks of investing in the Securities and the business, finances and operations of the Company to the satisfaction of the Buyer. Neither such inquiries nor any other due diligence investigations conducted by the Buyer or its advisors, if any, or its representatives shall modify, amend or affect the Buyer's right to rely on the Company's representations and warranties contained herein. The Buyer understands that its investment in the Securities involves a high degree of risk, including the risks outlined in the Confidential PPM. The Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities."

5. **Amendment to Section 2(g) of the Purchase Agreement**. Section 2(g) of the Purchase Agreement is hereby amended by deleting the following sentences:

> "The Company shall issue irrevocable instructions to its transfer agent, and any subsequent transfer agent, in a form mutually acceptable to the Company and each Buyer (the "Irrevocable Transfer Agent Instructions"). The Company represents and warrants that no (x) instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 2(g) and (y) instructions that are contradictory therewith, in each case, will be given by the Company to its transfer agent in connection with this Agreement, and that the Securities shall otherwise be freely transferable on the books and records of the Company as and to the extent provided in this Agreement and the other Transaction Documents and applicable law."

6. **Amendment to Section 3(b) of the Purchase Agreement**. Section 3(b) of the Purchase Agreement is hereby amended by deleting the phrase "Proposed Transaction" and replacing it with the phrase "transactions contemplated by this Agreement".

7. **Amendment to Section 3(p) of the Purchase Agreement**. Section 3(p) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"(p) Equity Capitalization. As of December 15, 2020, the authorized capital stock of the Company consists of (i) 250,000,000 shares of Common Stock, of which as of the date hereof, 41,933,086 are issued and outstanding, 18,500,00 shares are reserved for issuance pursuant to the Company's stock option and purchase plans and 13,487,500 shares are reserved for issuance pursuant to securities (other than the aforementioned options) exercisable or exchangeable for, or convertible into, Common Stock and (ii) 10,000,000 shares of preferred stock, par value $0.001 per share, none of which are designated and issued and outstanding. 257,732 shares of Common Stock are held in treasury. All of such outstanding shares are duly authorized, validly issued and are fully paid and nonassessable. 9,458,440 shares of the Company's issued and outstanding Common Stock on the date hereof are as of the date hereof owned by Persons who are "affiliates" (as defined in Rule 405 of the 1933 Act) of the Company or any of its Subsidiaries. (i) Except as disclosed in Schedule 3(p), none of the Company's or any Subsidiary's capital stock is subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company or any Subsidiary; (ii) except as disclosed in Schedule 3(p), there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries, is or may become bound to issue additional capital stock of the Company or any of its Subsidiaries, or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any capital stock of the Company or any of its Subsidiaries; (iii) except as disclosed in Schedule 3(p), there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness of the Company or any of its Subsidiaries, or by which the Company or any of its Subsidiaries, is or may become bound; (iv) except as disclosed in Schedule 3(p), there are no financing statements securing obligations in any amounts filed in connection with the Company or any of its Subsidiaries; (v) except as disclosed in Schedule 3(p), there are no agreements or arrangements (other than as set forth herein) under which the Company or any of its Subsidiaries, is obligated to register the sale of any of their securities under the 1933 Act; (vi) except as disclosed in Schedule 3(p), there are no outstanding securities or instruments of the Company or any of its Subsidiaries, which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (vii) except as disclosed in Schedule 3(p), there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Shares; (viii) except as disclosed in Schedule 3(p), neither the Company nor any Subsidiary, if any, has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (ix) neither the Company nor any of its Subsidiaries have any material non-public information, including any material liabilities or obligations, that are required to be disclosed in the SEC Documents which are not so disclosed in the SEC Documents. True, correct and complete copies of the Company's articles of incorporation, as amended and as in effect on the date hereof (the "**Articles of Incorporation**"), and the Company's bylaws, as amended and as in effect on the date hereof (the "**Bylaws**"), and the terms of all securities convertible into, or exercisable or exchangeable for, Common Stock and the material rights of the holders thereof in respect thereto have heretofore been filed as part of the SEC Documents. Except as set forth in Schedule 3(p), each stock option granted by the Company was granted (x) in accordance with the terms of the applicable stock option plan of the Company and (y) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. To the Company's Knowledge, no stock option granted under the Company's stock option plan has been backdated. To the Company's Knowledge, the Company has not granted, and there is no and has been no policy or practice of the Company to grant, stock options prior to, or otherwise coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects."

8. **Amendment to Section 3(r) of the Purchase Agreement**. Section 3(r) of the Purchase Agreement is hereby amended by replacing the second sentence therein with the following:

> ""**Proposed Transaction**" means the acquisition by the Company or one or more wholly-owned Subsidiaries of the Company of substantially all the assets of the Star Buds Group stores identified as (i) Pecos (Lucky Ticket), (ii) Longmont (LM MJC), (iii) Commerce City (Comm. City), (iv) Pueblo-Thatcher (Pueblo), (v) Niwot (Niwot), and (vi) Pueblo-West (Alameda)."

9. **Amendment to Section 4(d) of the Purchase Agreement**. Section 4(d) of the Purchase Agreement is hereby amended by deleting the phrase "in the manner described in Exhibit D" and replacing it with the phrase "to consummate the Proposed Transaction, pay costs and expenses incurred in connection therewith and thereafter for the acquisition of additional assets of the Star Buds Group and to pay costs and expenses incurred in connection therewith."

10. **Amendment to Section 5(a) of the Purchase Agreement**. Section 5(a) of the Purchase Agreement is hereby amended by deleting clause (v).

11. **Amendment to Section 6(a) of the Purchase Agreement**. Section 6(a) of the Purchase Agreement is hereby amended by:

(a) deleting the words "the Chief Executive Officer" in clause (iv) and replacing them with the words "an officer"; and

(b) deleting clause (ix).

12. **Amendment to Section 7 of the Purchase Agreement**. Section 7 of the Purchase Agreement is hereby amended by deleting the phrase "In the event that the Closing shall not have occurred on or before November 30, 2020" and replacing it with the phrase "In the event that no Closing has occurred on or before December 31, 2020."

13. **Representations and Warranties of the Company**. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Amendment, including the Purchase Agreement as amended by this Amendment. The execution and delivery of this Amendment and the consummation by the Company of the transactions contemplated hereby (including the Purchase Agreement as amended by this Amendment), including, without limitation, the issuance of the Shares have been duly authorized by the Company's Board of Directors and no further filing, consent or authorization is required by the Company, its Board of Directors or its stockholders. This Amendment has been duly executed and delivered by the Company, and constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies

14. **Miscellaneous**.

(a) This Amendment shall be automatically effective upon the execution and delivery hereof by the Company and the Buyer.

(b) All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Nevada. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AMENDMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(d) This Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Either or both parties may execute this Amendment by facsimile signature or scanned signature in PDF format, and any such facsimile signature or scanned signature, if identified, legible and complete, shall be deemed an original signature and each of the parties is hereby authorized to rely thereon.

(e) In the event one or more of the provisions of this Amendment should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Amendment, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of any inconsistencies between this Amendment and the Purchase Agreement, the terms of this Amendment shall govern. Except as set forth above, the Purchase Agreement shall remain in full force and effect in accordance with its terms. References in the Purchase Agreement to "this Agreement" shall mean the Purchase Agreement as amended by this Amendment, except where the context otherwise requires.

(f) The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors and administrators and other legal representatives.

[Signature Pages Follow]

In Witness Whereof, the parties hereto have executed this Amendment as of the date set forth in the first paragraph above.

COMPANY:

Medicine Man Technologies, Inc.

By: /s/ Nancy Huber
Name: Nancy Huber
Title: Chief Financial Officer

In Witness Whereof, the parties hereto have executed this Amendment as of the date set forth in the first paragraph above.

BUYER:

Dye Capital Cann Holdings II, LLC

By: Dye Capital & Company, LLC,
its Managing Member

By: Justin Dye
Name: Justin Dye
Title: Authorized Person

Exhibit 10.3

MEDICINE MAN TECHNOLOGIES, INC.

December 16, 2020

Dye Capital Cann Holdings II, LLC

Ladies and Gentlemen:

This letter agreement (this "**Agreement**") will confirm our agreement that as a condition to your entering into the Purchase Agreement (defined below) and pursuant to and effective upon the closing of your purchase (the "**Purchase**") of up to 13,000 shares of Series A Preferred Stock of Medicine Man Technologies, Inc. (the "**Company**"), Dye Capital Cann Holdings II, LLC (the "**Investor**") shall be entitled to the contractual rights set forth below, in addition to the rights specifically set forth in the Securities Purchase Agreement dated November 16, 2020 by and among the Company and the investors that are party thereto, as amended by the Amendment to the Securities Purchase Agreement dated the date hereof (the "**Purchase Agreement**") and the Certificate of Designation of the Company that is attached as Exhibit A to the Purchase Agreement (the "**Certificate of Designation**"). Capitalized terms that are used but not defined herein shall have the meaning given to them in the Purchase Agreement or, if applicable, the Certificate of Designation.

1. Board Nomination Rights.

(a) The Company shall take all actions to ensure that from and after the Closing Date and for so long as the Investor meets the Ownership Threshold (as defined below), one individual designated by the Investor shall be appointed to the board of directors of the Company (the "**Board**") if the Board consists of five or fewer members and two individuals designated by the Investor shall be appointed to the Board if the Board consists of more than five members (each an "**Investor Designee**"). For purposes hereof, "**Ownership Threshold**" means that the Investor owns, in the aggregate, at least $10,000,000 of Preferred Stock, on an as-converted to Common Stock basis, as of any date of determination, based on the 30-Day Trailing VWAP (as defined below); provided, however, that the Ownership Threshold shall automatically be deemed to be satisfied at any time the Buyer holds at least 10,000 (as such amount may be adjusted for stock splits, subdivisions, combinations and the like) shares of Common Stock. For purposes hereof, "**30-Day Trailing VWAP**" means, as of any date of determination, the volume-weighted average price per share of Common Stock on the exchange on which the Common Stock is then traded during the regular trading session (and excluding pre-market and after-hours trading) over the thirty (30) consecutive trading days prior to and including such determination date. The Investor's initial Investor Designee shall be Pratap Muharji (the "**Initial Designee**"). On or prior to the Closing Date, the Company shall take all actions necessary to cause the appointment to the Board of the Initial Designee effective as of the Closing Date, and thereafter, for so long as the Investor's Board nomination right under this Section 1 continues, the Company will use its best efforts to ensure that each Investor Designee is elected to the Board (including recommending that the Company's stockholders vote in favor of the election of such designees, soliciting proxies and contesting any proxy contest and otherwise supporting such designees for election in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees); provided that if the Investor determines to designate a different individual ("**Replacement Designee**") as an Investor Designee, such obligation shall instead apply to such Replacement Designee. If an Investor Designee ceases to be a director of the Company, the Company shall take all actions necessary to cause the appointment to the Board of a Replacement Designee nominated by the Investor to fill the vacancy and thereafter the Company will use its best efforts to cause the election of such an individual to the Board, subject to the same conditions and limitations as set forth in the foregoing sentence. Each Investor Designee shall be entitled to the level of compensation, directors' and officers' indemnity insurance coverage and indemnity and exculpation protection (including under any indemnification agreement) as the other members of the Board in their capacities as directors. Each Investor Designee shall be entitled to the same level of directors' and officers' indemnity insurance coverage and indemnity and exculpation protection (including under any indemnification agreement) as the other members of the Board. As promptly as practicable, and for so long as an Investor Designee serves on the Company's board of directors, the Company shall maintain in place directors' and officers' indemnity insurance coverage in an amount and on terms deemed reasonably acceptable to the Investor Designees, but no less than $2 million of coverage per director.

(b) For so long as the Investor is entitled to designate Investor Designees for election to the Board under this letter agreement, each committee of the Board shall include at least one Investor Designee as a member or, if the Investor so elects, as an observer; provided, however, that if such Investor Designee is not eligible for membership on any given committee of the Board under then applicable listing and corporate governance standards of a trading exchange or any Applicable Law, then such committee shall include such Investor Designee as an observer only; provided, further, that the Company shall exercise all authority under Applicable Law to permit the inclusion of such Investor Designee on such committee, including, without limitation, by causing an increase in the number of directors on such committee.

(c) Any Investor Designee shall take all action reasonably requested by the Company, at the Company's cost and expense, to comply with applicable state cannabis laws and regulations, including, without limitation, making all requisite filings under such laws and regulations as and when requested by the Company and the Investor Designee shall, at the Company's cost and expense, reasonably cooperate with the Company with respect to any report, filing, notification or other communication with or to any state governmental authority related to the Company's licenses, approvals, consents or obligations under state cannabis laws and regulations related to such Investor Designee's capacity as director of the Company, including, without limitation, any investigation or inquiry by a state governmental authority related to any of the foregoing. If an Investor Designee is determined to be unsuitable or disqualified to serve on the Board by a state governmental authority, including, without limitation, the Colorado Marijuana Enforcement Division, such Investor Designee shall immediately resign from the Board and the Investor shall be entitled to appoint a Replacement Designee in accordance with the provisions of Section 1(a) above.

2. This Agreement and the rights, privileges and obligations herein are personal to the Investor and may not be assigned, transferred, subcontracted or delegated (in whole or in part) by the Investor, including by operation of law, without the prior written consent of the Company.

3. Unless earlier terminated pursuant to the terms hereof, this Agreement and the rights described herein, other than the last three sentences of Section 1(a) above and Sections 2 through 4, shall terminate and be of no further force or effect upon the earlier of: (a) a Listing Event; or (b) a Change of Control Transaction.

4. The parties acknowledge and agree that this Agreement is a Transaction Document as such term is defined under the Purchase Agreement.

[Signature Page Follows]

Very truly yours,

MEDICINE MAN TECHNOLOGIES, INC.

By: /s/ Nancy Huber

Name: Nancy Huber

Title: Chief Financial Officer

Accepted and agreed:

DYE CAPITAL CANN HOLDINGS II, LLC

By: Dye Capital & Company, LLC,
its Managing Member

By: Justin Dye
Name: Justin Dye
Title: Authorized Person

Exhibit 10.4

MEDICINE MAN TECHNOLOGIES, INC. (d/b/a SCHWAZZE)

SECURED CONVERTIBLE NOTE PURCHASE AGREEMENT

This Secured Convertible Note Purchase Agreement (this "***Agreement***") is made as of the 16th day of December, 2020, by and among Medicine Man Technologies, Inc., a Nevada corporation doing business as Schwazze (the "***Company***"), and Dye Capital & Company, LLC (the "***Purchaser***").

AGREEMENT

The parties hereby agree as follows:

1. **Purchase and Sale of Note**.

1.1 **Note**. At the Closing (as defined below), subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase, and the Company agrees to issue and sell to the Purchaser, a secured convertible promissory note and security agreement in substantially the form attached hereto as Exhibit B in the aggregate principal amount of $5,000,000. The secured convertible promissory note issued and sold to the Purchaser pursuant to this Agreement shall be hereinafter referred to as the "***Note***."

1.2 **Closing; Delivery; Use of Proceeds**.

(a) The purchase and sale of the Note shall take place remotely on the date hereof, or at such other time and date as the Company and the Purchaser mutually agree, orally or in writing (which time and date are designated as the "***Closing***").

(b) At the Closing, the Company shall deliver to the Purchaser the Note against payment by the Purchaser of the principal amount of such Note by check payable to the Company or wire transfer to a bank account designated by the Company. The Note and the Company's securities issuable upon conversion of the Note shall be hereinafter referred to as the "***Securities***."

(c) The proceeds of the sale and issuance of the Note shall be used for general company purposes.

2. **Representations, Warranties and Covenants of the Company.** The Company represents and warrants to the Purchaser that:

2.1 **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as presently conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify could reasonably be expected to have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property or results of operations of the Company (a "***Material Adverse Effect***").

2.2 **Authorization.** The Company has all requisite corporate power and authority to execute and deliver this Agreement and the Note (including the security interest granted thereunder), to sell and issue the Note hereunder, and to carry out and perform its obligations hereunder and thereunder. All corporate action on the part of the Company, its directors and shareholders necessary for the authorization, execution, delivery and performance of this Agreement and the Note (collectively, the "***Transaction Documents***"), except for the authorization and issuance of securities upon conversion of the Note, by the Company and its directors and shareholders, have been taken. This Agreement and the other Transaction Document, when executed and delivered by the Company, will constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors' rights generally and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.3 **Valid Issuance of Securities.** The Company shall, prior to the conversion of the Note, reserve from its authorized but unissued securities ("***Conversion Securities***") such number of Conversion Securities as is necessary to issue all Conversion Securities issuable upon conversion of the Note (and shares of its common class of stock ("***Common Securities***") for issuance upon conversion of such Conversion Securities), and, from time to time, will take all such steps necessary to amend the Company's articles of incorporation to provide sufficient numbers of Conversion Securities issuable upon the conversion of the Note (and Common Securities for issuance upon conversion of such Conversion Securities). All such Common Securities and Conversion Securities shall be duly authorized, and when issued upon any such conversion, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, mortgages, pledges, claims, charges and other encumbrances or restrictions on sale ("***Liens***") and free and clear of all preemptive rights, except encumbrances or restrictions arising under federal or state securities laws.

2.4 **Non-Contravention**. The execution and delivery by the Company of the Transaction Documents and the performance and consummation of the transactions contemplated thereby do not and will not (i) violate the Company's articles of incorporation or bylaws (as amended, the "***Charter Documents***") or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company; (ii) violate any provision of, or result in the breach or the acceleration of, or entitle any other individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein (each, a "***Person***") to accelerate (whether after the giving of notice or lapse of time or both), any material mortgage, indenture, agreement, instrument or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any Lien upon any property, asset or revenue of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

2.5 **Approvals**. No consent, approval, order, or authorization of, or registration, declaration or filing with, any governmental authority or other Person (including, without limitation, the shareholders of any Person) is required in connection with the execution and delivery of the Transaction Documents and the performance and consummation of the transactions contemplated thereby, other than such as have been obtained and remain in full force and effect and other than such qualifications or filings under applicable securities laws as may be required in connection with the transactions contemplated by this Agreement.

2.6 **No Violation or Default**. The Company is not in violation of or in default with respect to (i) its Charter Documents or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company; or (ii) any material mortgage, indenture, agreement, instrument or contract to which it is a party or by which it is bound (nor is there any waiver in effect which, if not in effect, would result in such a violation or default).

3. **Representations, Warranties and Covenants of the Purchaser.** The Purchaser hereby represents, warrants and covenants to the Company that:

3.1 **Authorization.** The Purchaser has full power and authority to enter into this Agreement. The Agreement, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors' rights generally and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.2 **Purchase Entirely for Own Account**. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Securities to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Securities.

3.3 **Accredited Investor.** The Purchaser is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

3.4 **Reliance on Exemptions.** The Purchaser understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of the United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Securities.

3.5 **No Governmental Review.** The Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

3.6 **Transfer or Resale.** The Purchaser understands that the Securities have not been and are not being registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless subsequently registered thereunder or pursuant to an exemption from registration thereunder.

3.7 **Legends.** The Purchaser understands that the Securities are "restricted securities" under applicable federal and state securities laws and that certificates or other instruments representing Securities shall bear a restrictive legend in substantially the following form:

> [NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN] [THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN] REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A FINRA REGISTERED BROKER/DEALER OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

3.8 **Information**. The Purchaser and its advisors, if any, have been furnished with a copy of the Company's Confidential Private Placement Memorandum, dated November 6, 2020 (the "***Confidential PPM***"). The Purchaser understands that, among other matters, the terms of the offering described in the Confidential PPM, the Company's business, finances and operations, and the terms of the transactions described in the Confidential PPM have had material changes and developments since the date of the Confidential PPM and that the Purchaser, including as a result of Justin Dye's status as the chief executive officer of the Company and the managing member of the Purchaser, the Purchaser is aware of certain changes and developments and has had access to certainmaterials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities, the offering described in the Confidential PPM and the transactions described in the Confidential PPM, including changes or developments since the date of the Confidential PPM related thereto, that have been requested by the Purchaser and to the satisfaction of the Purchaser. The Purchaser and its advisors, if any, have been afforded the opportunity to ask questions of the Company and receive answers from the Company concerning the terms and conditions of the offering of the Securities, the merits and risks of investing in the Securities and the business, finances and operations of the Company to the satisfaction of the Purchaser. Neither such inquiries nor any other due diligence investigations conducted by the Purchaser or its advisors, if any, or its representatives shall modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained herein. The Purchaser understands that its investment in the Securities involves a high degree of risk, including the risks outlined in the Confidential PPM. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities.

3.9 **Residency**. The Purchaser is a resident of the jurisdiction specified on the signature page hereto.

3.10 **Suitability.** The Purchaser represents and warrants that it is "suitable" under applicable state cannabis laws and regulations. The Purchaser shall (a) take all action reasonably required by the Purchaser in its capacity as a holder of Securities to comply with applicable state cannabis laws and regulations, including, without limitation, making all requisite filings under such laws and regulations as and when required and reasonably keep the Company apprised of the same, and (b) upon the Company's reasonable request, at the Company's sole cost and expense, reasonably cooperate with the Company with respect to any Company report, filing, notification or other communication with or to any state governmental authority related to the Company's licenses, approvals, consents or obligations under state cannabis laws and regulations related to the Purchaser's capacity as a holder of Securities, including, without limitation, any investigation or inquiry by a state governmental authority related to any of the foregoing. The Company shall have the right to prepay the Note if the Purchaser or one of its affiliates is determined to be unsuitable or disqualified to own a direct or indirect interest in the Company by a state governmental authority, including, without limitation, the Colorado Marijuana Enforcement Division.

4. **Conditions to Closing of Purchaser**. The Purchaser's obligations at the Closing are subject to the fulfillment, on or prior to the Closing, of all of the following conditions, any of which may be waived in whole or in part by the Purchaser:

4.1 **Representations and Warranties**. The representations and warranties made by the Company in **Section 2** hereof shall have been true and correct when made, and shall be true and correct at the Closing.

4.2 **Performance**. The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before the Closing.

4.3 **Compliance Certificate**. An officer of the Company other than the Chief Executive Officer shall have delivered to the Purchaser a certificate certifying that the conditions specified in **Subsections 4.1** and **4.2** have been fulfilled.

4.4 **Governmental Approvals and Filings**. Except for any notices required or permitted to be filed after the Closing with certain federal and state securities commissions, the Company shall have obtained all governmental approvals required in connection with the lawful sale and issuance of the Note to be sold at the Closing to the Purchaser.

4.5 **Legal Requirements**. At the Closing, the sale and issuance by the Company, and the purchase by the Purchaser, of the Note shall be legally permitted by all laws and regulations to which the Purchaser or the Company are subject.

4.6 **Proceedings and Documents**. All company and other proceedings in connection with the transactions contemplated at the Closing and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the Purchaser.

4.7 **Transaction Documents**. The Company shall have duly executed and delivered to the Purchaser the following documents:

(a) this Agreement; and

(b) the Note.

5. **Conditions to Obligations of the Company**. The Company's obligation to issue and sell the Note at the Closing is subject to the fulfillment, on or prior to thes Closing, of the following conditions by the Purchaser participating in the Closing, any of which may be waived in whole or in part by the Company:

5.1 **Representations and Warranties**. The representations and warranties made by the Purchaser in **Section 3** hereof shall be true and correct when made, and shall be true and correct as of the Closing.

5.2 **Performance**. The Purchaser shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Purchaser on or before the Closing.

5.3 **Governmental Approvals and Filings**. Except for any notices required or permitted to be filed after the Closing with certain federal and state securities commissions, the Purchaser shall have obtained all governmental approvals required in connection with the lawful purchase of the Note.

5.4 **Legal Requirements**. At the Closing, the sale and issuance by the Company, and the purchase by the Purchaser, of the Purchaser's Note shall be legally permitted by all laws and regulations to which the Purchaser or the Company are subject.

5.5 **Purchase Price**. The Purchaser shall have delivered to the Company the Purchase Price.

6. **Miscellaneous**.

6.1 **Transfer; Successors and Assigns**. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.2 **Governing Law; Jurisdiction; Venue.** This Agreement, and all matters arising directly and indirectly herefrom ("***Covered Matters***"), shall be governed in all respects by the laws of the State of New York as such laws are applied to agreements between parties in New York. Each of the parties hereto irrevocably submits to the personal jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of the Covered Matters. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

6.3 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile, electronic or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as a facsimile, electronic or other reproduction hereto.

6.4 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Purchaser at the Purchaser's address set forth on its signature page hereto or at such other place as may be designated by the Purchaser in writing to the Company, and to the Company at its address set forth on the signature page hereto, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this **Section 7.5**.

6.6 **Finder's Fee**. The Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless the Purchaser from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

6.7 **Fees and Expenses**. The Company shall be responsible for all costs and expenses in connection with this Agreement, the other Transaction Document and the transactions contemplated hereby and thereby, including the reasonable attorneys' fees and expenses of Dentons US LLP, legal counsel to the Purchaser.

6.8 **Attorney's Fees**. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.9 **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Company and the Purchaser.

6.10 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

6.11 **Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.12 **Entire Agreement.** This Agreement, and the documents referred to herein (including the Transaction Documents) constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and thereof, and any and all other written or oral agreements relating to the subject matter hereof and thereof existing between the parties hereto are expressly canceled.

6.13 **Survival**. Unless otherwise set forth in this Agreement, the representations, warranties and covenants of the Company and the Purchaser contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closings until such times as the Note is repaid or converted in accordance with its terms.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Secured Convertible Note Purchase Agreement as of the date first written above.

COMPANY:

MEDICINE MAN TECHNOLOGIES, INC. (d/b/a SCHWAZZE)

By:_____
Name:
Title:

Address: 4880 Havana St., Suite 201
Denver, CO 80239

[Signature page to MMT Note Purchase Agreement]

IN WITNESS WHEREOF, Purchaser has executed this Secured Convertible Note Purchase Agreement (this "***Agreement***"), as of the date set forth below. Purchaser hereby authorizes the Company to append this counterpart signature page to this Agreement as evidence thereof. The undersigned hereby subscribes for the purchase of the Note (as defined in this Agreement).

Date: December 16, 2020

Acknowledged and Accepted:

PURCHASER:

Dye Capital & Company, LLC

By: /s/ Justin Dye
Name: Justin Dye
Title: Authorized Person

350 Camino Gardens Blvd., Ste. 200
Boca Raton, FL 33432

EXHIBIT A

FORM OF SECURED CONVERTIBLE PROMISSORY NOTE

See separate document so named

Exhibit 10.5

Consent, Waiver and Amendment

December 16, 2020

Medicine Man Technologies, Inc.
4880 Havana St., Suite 201
Denver, CO 80239

Re: Medicine Man Technologies, Inc. (the "Company") Series A Cumulative Convertible Preferred Stock Offering

Reference is made to the Securities Purchase Agreement, by and between the Company and Dye Capital Cann Holdings, LLC, dated June 5, 2019, as amended by the Amendment to Securities Purchase Agreement, by and between the Company and Dye Capital Cann Holdings, LLC, dated July 15, 2019, as further amended by the Amendment to Securities Purchase Agreement, by and between the Company and Dye Capital Cann Holdings, LLC, dated May 20, 2020 (as so amended, the "SPA").

In connection with (i) the Company's offering and closing of the sale of shares of Series A Cumulative Convertible Preferred Stock, par value $0.001 per share (the "Preferred Stock") in a private placement (the "Offering") pursuant to (a) the Securities Purchase Agreement dated November 16, 2020, as amended by the Amendment to the Securities Purchase Agreement, dated the date hereof in the form attached hereto as Exhibit A (the "Preferred Stock SPA") and the other Transaction Documents (as defined in the Preferred Stock SPA), (b) the Confidential Offering Memorandum, dated November 6, 2020 and (c) the Certificate of Designation (as defined in the Preferred Stock SPA) for the Preferred Stock, and (ii) execution of the Secured Convertible Promissory Note and Security Agreement between the Company and Dye Capital & Company, LLC (the "Convertible Note"), pursuant to the Note Purchase Agreement between the Company and Dye Capital & Company, LLC (the "NPA"), the undersigned hereby consents to the Offering and the Convertible Note and, solely to the extent required so that the Offering of the Preferred Stock may be consummated on the terms set forth in the Preferred Stock SPA and the Convertible Note may be issued pursuant to the NPA (and any Qualified Securities (as defined in the Convertible Note) may be issued pursuant to the Convertible Note), waives its rights under Section 4(m) and Section 10(c) of the SPA. The waivers provided hereunder are conditioned upon the Closing (as defined in the Preferred Stock SPA and the NPA) and are limited solely to the Offering and issuance of the Preferred Stock pursuant to the Preferred Stock SPA and the issuance of the Convertible Note pursuant to the NPA (and the issuance of any Qualified Securities pursuant to the Convertible Note) and do not constitute a waiver of any other provision under the SPA or a waiver in respect of any other offering of securities or any other transaction in respect of the Company.

As consideration for entering into this Consent, Waiver and Amendment, the first sentence of Section 9(a) of the SPA is hereby amended and restated in its entirety with the following sentences:

> "The Company shall take all actions to ensure that from the Initial Closing Date through the later of (i) the date that is two years from the last Closing Date to occur hereunder or (ii) the date that the Buyer no longer meets the Ownership Threshold (as defined below), two individuals designated by the Buyer (each, a "**Buyer Designee**") shall be appointed to the Board of Directors of the Company. For purposes hereof, "**Ownership Threshold**" means that the Buyer owns, in the aggregate, at least $10,000,000 of Common Stock as of any date of determination, based on the 30-Day Trailing VWAP (as defined below); *provided*, *however*, that the Ownership Threshold shall automatically be deemed to be satisfied at any time the Buyer holds at least 8,333,333 (as such amount may be adjusted for stock splits, subdivisions, combinations and the like) shares of Common Stock. For purposes hereof, "**30-Day Trailing VWAP**" means, as of any date of determination, the volume-weighted average price per share of Common Stock on the exchange on which the Common Stock is then traded during the regular trading session (and excluding pre-market and after-hours trading) over the thirty (30) consecutive trading days prior to and including such determination date."

[Signature Page Follows]

Very truly yours,

DYE CAPITAL CANN HOLDINGS, LLC

By: Dye Capital & Company, LLC,
its Managing Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Authorized Person

Accepted and agreed:

MEDICINE MAN TECHNOLOGIES, INC.

By: /s/ Nancy Huber
Name: Nancy Huber
Title: Chief Financial Officer

EXHIBIT A

Form of Preferred Stock SPA

(See attached.)