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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **July 15, 2019**

Medicine Man Technologies, Inc.

(Exact name of registrant as specified in its charter)

Nevada	**001-36868**	**46-5289499**
(State or other jurisdiction of incorporation or organization)	(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)

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 (*see* General Instruction A.2. below):

☐ 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.

On July 15, 2019, Medicine Man Technologies, Inc. (the "Company") entered into an amendment (the "Amendment") to that certain securities purchase agreement (the "Purchase Agreement") dated as of June 5, 2019, entered into between the Company and an accredited investor (the "Investor"). Pursuant to the Amendment, among other things, the Purchase Agreement was amended to provide for the sale, at the third closing, of a minimum of 3,000,000 shares of the Company's common stock (the "Common Stock"), with the Investor having the option to acquire up to an additional 2,500,000 shares of Common Stock for an aggregate of up to 5,500,000 shares of Common Stock and warrants to purchase 100% of the number of shares of Common Stock sold at the third closing.

The Amendment also removed as a closing condition to the second closing, the requirement that the Company shall have entered into definitive agreements for the acquisitions of each of (a) MedPharm LLC, (b) Futurevision 2020, LLC, Futurevision Ltd, and Medicine Man Longmont, LLC, collectively, (c) MX, LLC, (d) Los Sueños Farms, LLC, and (e) Farm Boy LLC and Baseball 18, LLC.

In addition, the Amendment removed all references to a fourth closing and the conditions for such closing, which were outlined in the Purchase Agreement.

The foregoing description of the Amendment, does not purport to be complete and is subject to and qualified by reference to the full text of such document, which is attached as an exhibit to this Form 8-K.

Second Closing

On July 16, 2019, the Company issued and sold 3,500,000 shares of Common Stock and warrants to purchase 3,500,000 shares of common stock pursuant to the terms of the Purchase Agreement for gross proceeds of $7,000,000.

In connection with the sale of the forgoing securities, the Company relied upon the exemption from registration provided by Section 4(a)(2) under the Securities Act of 1933, as amended, for transactions not involving a public offering, and/or Rule 506 thereunder.

Item 3.02 Unregistered Sales of Equity Securities.

The information provided in response to Item 1.01 of this report is incorporated by reference into this Item 3.02.

Item 8.01 Other Events.

On July 17, 2019, the Company issued a press release regarding the execution of the Amendment and the second closing. A copy of the press release is attached as Exhibit 99.1 hereto.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	**Description**
10.1	Amendment to Securities Purchase Agreement
99.1	Press Release

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 thereunto duly authorized.

Medicine Man Technologies, Inc.

Date: July 17, 2019

By: */s/ Andrew Williams*
Name: Andrew Williams
Title: Chief Executive Officer

Exhibit 10.1

AMENDMENT
TO
SECURITIES PURCHASE AGREEMENT

This **AMENDMENT TO SECURITIES PURCHASE AGREEMENT** (this "**Amendment**") is entered into as of July 15, 2019, by and between Medicine Man Technologies, Inc., a Nevada corporation (the "**Company**") and Dye Capital Cann Holdings, 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 June 5, 2019 (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 Section 1(a) of the Purchase Agreement**. Section 1(a) of the Purchase Agreement is hereby amended to read in its entirety as follows:

> "Purchase of Common Shares and Warrants. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 6 and 7 below with respect to each Closing, as applicable, at the applicable Closing, the Company shall issue and sell to the Buyer, and the Buyer agrees to purchase from the Company on each Closing Date (as defined below), on the terms set forth herein, (w) at the Initial Closing (as defined below), 1,500,000 Common Shares, along with Warrants to acquire up to 1,500,000 Warrant Shares, (x) at the Second Closing (as defined below), 3,500,000 Common Shares, along with Warrants to acquire up to 3,500,000 Warrant Shares, and (y) at the Third Closing (as defined below), a minimum of 3,000,000 Common Shares and at Buyer's election, up to a total of 5,500,000 Common Shares, along with Warrants to acquire up to a corresponding number of Warrant Shares (collectively, the "**Third Closing Option Shares**"). The date of the initial Closing (the "**Initial Closing**") is the "**Initial Closing Date**." The date of the second closing (the "**Second Closing**") is the "**Second Closing Date**." The date of the third Closing (the "**Third Closing**") is the "**Third Closing Date**.""

2. **Amendment to Section 1(b) of the Purchase Agreement**. Section 1(b) of the Purchase Agreement is hereby amended to read in its entirety as follows:

> "Closing. The Initial Closing Date, the Second Closing Date, and the Third Closing Date (each, a "**Closing Date**") shall be 12:00 p.m., New York City time, on the date hereof (or such other date and time as is mutually agreed to by the Company and the Buyer) after notification of satisfaction (or waiver) of the conditions to the Closing set forth in Sections 6 and 7 below, as applicable to the Closing, at the offices of Dentons US LLP, 1221 Avenue of the Americas, New York, NY 10020. The Closings may also be undertaken remotely by electronic transfer of Closing documentation."

3. **Deletion of Section 6(iv) of the Purchase Agreement**. Section 6(iv) of the Purchase Agreement is hereby deleted in its entirety.

4. **Deletion of Section 6(v) of the Purchase Agreement**. Section 6(v) of the Purchase Agreement is hereby deleted in its entirety.

5. **Deletion of Section 7(b)(x) of the Purchase Agreement**. Section 7(b)(x) of the Purchase Agreement is hereby deleted in its entirety.

6. **Amendment to Section 7(b)(ii) of the Purchase Agreement**. Section 7(b)(ii) of the Purchase Agreement is hereby amended to read in its entirety as follows:

"The Second Closing Date shall be no later than July 16, 2019."

7. **Amendment to Section 7(c) of the Purchase Agreement**. Section 7(c) of the Purchase Agreement is hereby amended to read in its entirety as follows:

"On August 15, 2019, or such other date as mutually agreed by Buyer and the Company, the Buyer shall purchase at least 3,000,000 of the Third Closing Option Shares, and shall have the right, and not the obligation, in its sole discretion to purchase any or all of an additional 2,500,000 Third Closing Option Shares (for a total possible purchase at the Third Closing of 5,500,000 Third Closing Option Shares) by delivering written notice of such election to purchase additional Third Closing Option Shares to the Company. Such purchase and sale is subject to the satisfaction, at or before the Third Closing Date, of each of the following conditions, provided that these conditions are for the Buyer's sole benefit and may be waived by the Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(i) The Initial Closing and the Second Closing shall have occurred.

(ii) The Buyer shall have received the opinion of Sichenzia Ross Ference LLP, the Company's outside counsel, dated as of the Third Closing Date, in substantially the form of Exhibit C attached hereto.

(iii) The Company shall have delivered to the Buyer a copy of the Irrevocable Transfer Agent Instructions with respect to the Third Closing, which instructions shall have been delivered to and acknowledged in writing by the Company's transfer agent.

(iv) The Company shall have duly executed and delivered to the Buyer (A) each of the Transaction Documents, (B) the Common Shares being purchased by the Buyer at the Third Closing pursuant to this Agreement and (C) the related Warrants being purchased by the Buyer at the Third Closing pursuant to this Agreement.

(v) The representations and warranties of the Company shall be true and correct as of the date when made and as of the Third Closing Date 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 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 Third Closing Date. The Buyer shall have received a certificate, executed by the Chief Executive Officer of the Company, dated as of the Third Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by the Buyer in the form attached hereto as Exhibit E.

(vi) The Common Stock (I) shall be designated for quotation or listed on the Principal Market and (II) shall not have been suspended, as of the Third Closing Date, 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 Third Closing Date, 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.

(vii) The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Securities.

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

8. **Deletion of Section 7(d) of the Purchase Agreement**. Section 7(d) of the Purchase Agreement is hereby deleted in its entirety.

9. **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 Common Shares and the Warrants and the reservation for issuance and the issuance of the Warrant Shares issuable upon exercise of the Warrants 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

10. **Miscellaneous**.

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

(b) Except as expressly set forth herein, the Purchase Agreement shall remain in full force and effect.

(c) All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. 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.

(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/Andrew Williams*
Name: Andrew Williams
Title: Chief Executive Officer

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

PURCHASER:

Dye Capital Cann Holdings, LLC

By: Dye Capital & Company, LLC, its
managing member

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

Exhibit 99.1

Medicine Man Technologies Closes on Second Phase of Strategic Investment from Dye Capital & Company

- *Increases the size of funding received from $14 million to up to $21 million*
- *Continues strategic execution to deliver on promise to be a premier vertically integrated cannabis operator*
- *Adds new team members to strengthen management as company continues to execute its plan*
- *Expands industry footprint with announced pending acquisitions*

DENVER, July 17, 2019 /PRNewswire/ — Medicine Man Technologies, Inc. (OTCQX: MDCL) ("Medicine Man Technologies" or "Company"), today announced that the Company has amended its original securities purchase agreement (SPA) dated June 5, 2019, with strategic partner Dye Capital & Company. Pursuant to the amendment, the SPA was revised to reflect an increase in the overall size of the funding from $14 million to up to $21 million.

At the initial closing, the Company issued and sold 1,500,000 common shares and warrants to purchase 1,500,000 shares of common stock, for gross proceeds of $3 million. Medicine Man Technologies and Dye Capital also completed on July 15, the second closing from the SPA, with Dye Capital purchasing 3,500,000 shares of Company stock for $7 million and receiving warrants to purchase 3,500,000 shares of common stock at an exercise price of $3.50.

As a result, at the third closing, scheduled for August 15, 2019, Dye Capital will purchase 3,000,000 shares of common stock and have the option to acquire up to an additional 2,500,000 shares of common stock, for an aggregate of up to 5,500,000 shares of common stock, and warrants to purchase 100% of the number of shares of common stock at an exercise price of $3.50 per share.

"This commitment from our strategic partner signals their confidence in our business as we continue to deliver on our promise to be one of the leading vertically integrated cannabis operators with a deep footprint in the most mature cannabis market in the world," said Andy Williams, Co-Founder and Chief Executive Officer of Medicine Man Technologies. "We continue to add new team members to strengthen our company as we move forward in executing on our plan. The members from Dye Capital are not only increasing their investment, but are personally invested in the Company and have directly been responsible for successfully implementing a similar growth strategy through acquisitions in the grocery industry. There they grew Albertsons from $10 billion in revenue to over $60 billion in revenue. We have increased our industry footprint with the announcements of several pending acquisitions to build a vertically integrated powerhouse that will combine the best and brightest industry founders into one organization."

Medicine Man Technologies recently announced Justin Dye, Dye Capital Managing Partner, as the Company's Chairman of the Board and Leo Riera as a new member of its Board of Directors. Mr. Dye has 25 years of experience in private equity, general management, operations, strategy, corporate finance and M&A and served as an integral part of the private equity consortium that acquired Albertsons Companies and led its expansion through over $40 billion in acquisition, divestiture, real estate and financing transactions. Mr. Riera has over 30 years of experience in investment banking and fund management and was the Country Head for Bankers Trust in Venezuela for over a decade. The Company also announced the addition of Todd Williams as Chief Strategy Officer in June, who has over 24 years of consulting and asset valuation experience. On July 1, the Company appointed Lee Dayton Jr. as Chief Administrative Officer. Mr. Dayton brings over 25 years of investment banking and corporate development experience to his new role.

In recent weeks, the Company entered into binding agreements to acquire four licensed operators in the State of Colorado, and is actively engaged in forming a solid entity involving leading cultivation, extracting and retailing assets in Colorado and Colombia.

For more information about Medicine Man Technologies, please visit https://www.medicinemantechnologies.com.

About Medicine Man Technologies
Denver, Colorado-based Medicine Man Technologies (OTCQX: MDCL) is a rapidly growing provider of cannabis consulting services, nutrients and supplies. The Company''s client portfolio includes active and past clients in 20 states and 7 countries throughout the cannabis industry. The Company has entered into agreements to become one of the largest vertically integrated seed-to-sale operators in the global cannabis industry. Current agreements will enable Medicine Man Technologies to offer cultivation, extraction, distribution and retail pharma-grade products internationally. The Company's intellectual property includes the “"Three A Light”" methodology for cannabis cultivation and pending acquisition candidate MedPharm's GMP-certified facility, which has the first cannabis research license to conduct clinical trials in the United States. Management includes decades of cannabis experience, a unique combination of first movers in industrial cannabis and proven Fortune 500 corporate executives.

Forward-Looking Statements
This press release contains “forward-looking statements” within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Such statements may be preceded by the words “intends,” “may,” “will,” “plans,” “expects,” “anticipates,” “projects,” “predicts,” “estimates,” “aims,” “believes,” “hopes,” “potential” or similar words. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on our current beliefs, expectations and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy, and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. Such risks and uncertainties include, without limitation, risks and uncertainties associated with (i) regulatory limitations on our products and services; (ii) our ability to complete and integrate acquisitions; (iii) general industry and economic conditions; and (iv) our ability to access adequate financing on terms and conditions that are acceptable to us, as well as other risks identified in our filings with the SEC. The Company assumes no obligation to publicly update or revise its forward-looking statements as a result of new information, future events or otherwise.

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