

# MCIG, INC.

## **FORM 8-K/A** (Amended Current report filing)

Filed 03/21/14 for the Period Ending 02/24/14

Address	4720 SALISBURY ROAD, STE 100 JACKSONVILLE, FL, 32256
Telephone	570-778-6459
CIK	0001525852
Symbol	MCIG
SIC Code	2111 - Cigarettes
Industry	Tobacco
Sector	Consumer Non-Cyclicals
Fiscal Year	04/30

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

FORM 8-K/A  
Amendment #1

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

Date of Report (Date of earliest event reported) **February 24, 2014**

**mCig, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of incorporation or organization)

**27-4439285**

(I.R.S. Employer Identification No.)

**800 Bellevue Way NE, Suite 400, Bellevue, Washington**

(Address of principal executive offices)

**98004**

(Zip Code)

Registrant's telephone number, including area code:

**425-462-4219**

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))

*Explanatory Note: The purpose of this Amendment is to provide a correct copy of the Exhibit 10.1 that was filed with the original Form 8-K filing. The previous filing contained a draft version of the Contribution Agreement that was not executed and not a final draft. We have corrected the filing by filing a fully executed version of the Contribution Agreement attached hereto as Exhibit 10.1. For purposes of clarity we have also amended the text of Item 1.01 to clarify that Mr. Paul Rosenberg is not receiving the shares personally, but was signing on behalf of mCig, Inc. as the CEO of the Company*

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

On February 24, 2014 the company entered into a Contribution Agreement with VitaCig, Inc., a wholly-owned subsidiary. In accordance with this agreement VitaCig, Inc accepted the contribution by mCig, Inc. of certain assets consisting of intellectual property, cash, and web development services as contribution in exchange for 500,135,000 shares of common capital stock representing 100% of the shares outstanding of VitaCig, Inc. The result is that mCig, Inc. holds 500,135,000 shares of VitaCig, Inc. Mr. Paul Rosenberg, CEO of mCig, Inc. signed the Contribution on behalf of mCig, Inc. and is not receiving the shares personally.

The specific assets being contributed consist solely of pending trademarks for the term "VitaCig" filed with the USTO.

The company plans to dividend a portion of these shares pro-rata, based on a one for one (1:1) to only the holders of vested common stock of mCig, Inc. at the record date of the dividend. No other class of security shall be affected by the dividend. This will result in VitaCig, Inc. shares being held for investment on mCig, Inc.'s balance sheet. The purpose is to develop a subsidiary interest related to the VitaCig brand separate from mCig.

On February 24, 2014, the Chief Operating Officer of mCig, Inc., Mark James Linkhorst, was appointed as President of VitaCig.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
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10.1	Contribution Agreement (Executed and Final)
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**SIGNATURES**

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

**mCig, Inc.**

Date: March 20, 2014

By: */s/ Paul Rosenberg*

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Paul Rosenberg  
Chief Executive Officer

## SECTION 351 CONTRIBUTION AGREEMENT

**THIS SECTION 351 CONTRIBUTION AGREEMENT** , made as of the 24<sup>th</sup> day of February 2014 by and among:

**VITACIG, INC.** a Nevada corporation with its principal office located at 800 Bellevue Way NE, Bellevue, WA 98004 (hereinafter “Company”); and **mCIG, INC.**, a corporation duly formed in the state of Nevada (hereinafter referred to as the “Contributing Party”)

### WITNESSETH:

WHEREAS, the Contributing Party, who have taken part in the development of the Company’s business concept, having an interest in and to the business concept, pending contracts, and other assets both tangible and intangible; and

WHEREAS, the Company and the Contributing Party believe that it is in their best interests to combine their resources; and

WHEREAS the Company and the Contributing Party have negotiated and reached certain understandings, herein delineated, which have been memorialized hereinafter, for which they desire this Contribution Agreement to formalize and evidence such understandings

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties have agreed as follows:

1. The Company currently has no shares of its Common Stock issued and outstanding; there are no series of Preferred Stock designated and no shares of Preferred Stock are issued and outstanding.
2. The Contributing Party hereby contributes to the Company and hereby transfers, sells, conveys, assigns and quitclaims to the Company all of his rights, title and interest in and to the business and business concept of the Company, listed under Schedule A, attached hereto.
3. The Company and the Contributing Party acknowledge that they have negotiated at arms length over a period of time regarding this transaction prior to reaching this agreement. This Contribution Agreement memorializes the understandings reached prior to and following the inception of VitaCig, Inc., and sets forth the complete agreement of the parties. This Contribution Agreement supercedes any and all prior discussion and all oral and/or written understandings. There are no representations or warranties made by any of the parties as an inducement to this Contribution Agreement except for those set forth in this Contribution Agreement, if any.
4. This Contribution Agreement is intended to provide for a tax-free exchange between the contributor and the Company under Section 351 of the Internal Revenue Code and shall be construed to accomplish that result.
5. This Contribution Agreement may not be terminated, amended, or otherwise modified except by a written agreement signed by all of the Parties to this Contribution Agreement and all parties so required by the Company’s bylaws at the time of such termination, amendment or modification, if any.
6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effected during the terms of this Agreement in the state of Florida, such provision shall be fully severable from the remaining provisions of this Contribution Agreement, and it shall not affect the validity of the remaining provisions, which provisions shall be given full force and effect as if the illegal, unenforceable, or invalid provision had not been included in this Contribution Agreement. In lieu of an illegal, unenforceable, or invalid provision, there shall be substituted a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid and enforceable.
7. This Contribution Agreement shall be construed and enforced in accordance with and governed by Florida law in existence on the date of this Contribution Agreement.
8. The parties will execute and deliver such further instruments and do such further acts and things

as may be required to carry out the intent and purpose of this Contribution Agreement.

9. This Contribution Agreement shall be binding upon, and shall inure to the benefit of, the heirs, administrators, personal representatives, successors and assigns of the respective parties hereto.
10. Any notice required or permitted to be given under this Contribution Agreement shall be sufficient if in writing, and if sent by certified mail to the address shown at the head of the Contribution Agreement or such alternative address as a party may provide in writing and delivered to the above listed address of the other parties hereto.
11. The waiver by either party of a breach of any provision of this Contribution Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.

IN CONSIDERATION THEROF, intending to be legally bound, the parties have executed the Agreement to be effective on the 24<sup>th</sup> day of February 2014.

ATTEST:

VITACIG, INC.

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By: /s/ Mark Linkhorst  
Mark Linkhorst, President

Contributors

Shares Received

/s/ Paul Rosenberg  
Paul Rosenberg, CEO  
mCig, Inc.

500,135,000

**SCHEDULE A**

<u>Asset</u>	<u>Description</u>
VitaCig Tademark	The pending trademark application for "VitaCig" filed with USPTO on 1/18/2014