

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 17, 2015



**ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.**

*(Exact name of registrant as specified in its charter)*

Delaware  
*(State or other jurisdiction  
of incorporation)*

001-36865  
*(Commission  
File Number)*

47-1535633  
*(IRS Employer  
Identification No.)*

265 Turner Drive  
Durango, Colorado 81303  
*(Address, including zip code, of principal executive offices)*

Registrant's telephone number, including area code: (970) 259-0554

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

On July 17, 2015, Rocky Mountain Chocolate Factory, Inc. (the “Company”) entered into stock purchase agreements with each of (i) Franklin Crail, the Company’s Chief Executive Officer, President and Chairman of the Board and (ii) Bryan Merryman, the Company’s Chief Operating Officer, Chief Financial Officer, Treasurer and a director, pursuant to which the Company is purchasing an aggregate of 50,000 shares of the Company’s common stock from Messrs. Crail and Merryman (the “Stock Purchase Agreements”) under the Company’s previously announced stock repurchase program at \$12.61 per share, which represents a 3% discount to the closing price of the Company’s common stock on the Nasdaq Stock Market on July 17, 2015. The Stock Purchase Agreements contain customary representations, warranties and covenants. As Messrs. Crail and Merryman are related parties, these transactions were reviewed and approved by the independent members of the Company’s Board of Directors.

The foregoing description of the Stock Purchase Agreements do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the full text of the documents which are attached hereto as Exhibits 99.1 and 99.2 to this Current Report on Form 8-K, and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
99.1	Stock Purchase Agreement, dated July 17, 2015, between Rocky Mountain Chocolate Factory, Inc. and Franklin E. Crail.
99.2	Stock Purchase Agreement, dated July 17, 2015, between Rocky Mountain Chocolate Factory, Inc. and Bryan J. Merryman.

**SIGNATURE**

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.

ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.

Date: July 20, 2015

By: /s/ Bryan J. Merryman  
Bryan J. Merryman, Chief Operating Officer,  
Chief Financial Officer, Treasurer and Director

## INDEX TO EXHIBITS

<u>Item Number</u>	<u>Exhibit</u>
99.1	Stock Purchase Agreement, dated July 17, 2015, between Rocky Mountain Chocolate Factory, Inc. and Franklin E. Crail.
99.2	Stock Purchase Agreement, dated July 17, 2015, between Rocky Mountain Chocolate Factory, Inc. and Bryan J. Merryman.

**STOCK PURCHASE AGREEMENT**

1. **Purchase and Sale.** By signing below, Franklin E. Crail (the "Selling Stockholder") agrees to sell to Rocky Mountain Chocolate Factory, Inc., a Delaware corporation (the "Company") an aggregate of 30,000 shares (the "Shares") of common stock, par value \$0.001 per share, of the Company ("Common Stock"), and the Company, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees to purchase the Shares from the Selling Stockholder at a price equal to \$378,300 which is calculated by multiplying (a) the number of Shares and (b) \$12.61 per share.

2. **Payment.** Payment for the Shares shall be made by wire transfer in immediately available funds to the account specified by the Selling Stockholder immediately following delivery or crediting of the Shares to an account designated by the Company.

3. **Representations, Warranties and Agreements of the Selling Stockholder.** The Selling Stockholder represents and warrants to, and agrees with, the Company that:

(a) The Selling Stockholder has full right, power and authority to enter into this agreement and to sell, assign, transfer and deliver the Shares to be sold by the Selling Stockholder hereunder; this agreement, has been duly authorized, executed and delivered by the Selling Stockholder.

(b) The execution, delivery and performance by the Selling Stockholder hereof, the sale of the Shares to be sold by the Selling Stockholder and the consummation by the Selling Stockholder of the transactions contemplated herein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Selling Stockholder pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Selling Stockholder is a party or by which the Selling Stockholder is bound or to which any of the property or assets of the Selling Stockholder is subject or (ii) result in the violation of any law or statute or judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory agency.

(c) The Selling Stockholder has good and valid title to the Shares, free and clear of all liens, encumbrances, equities or adverse claims; the Selling Stockholder will have, immediately prior to the closing of the transaction contemplated hereby, good and valid title to the Shares, free and clear of all liens, encumbrances, equities or adverse claims; and, upon delivery of the certificates representing such Shares and payment therefor pursuant hereto, good and valid title to such Shares, free and clear of all liens, encumbrances, equities or adverse claims, will pass to the Company.

(d) As of the date hereof and as of the closing of the transaction contemplated hereby, as the case may be, the sale of the Shares by the Selling Stockholder is not and will be prompted by any material non-public information concerning the Company.

4. **Miscellaneous**

(a) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Company shall be given to it at 265 Turner Drive, Durango, CO 81303; Attention: CFO. Notices to the Selling Stockholder shall be given to him at 265 Turner Drive, Durango, Colorado 81303.

(b) This agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to agreements made and to be performed in such state.

(c) This agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(d) No amendment or waiver of any provision hereof, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(e) Except as expressly contemplated herein, each party hereto shall pay its own expenses in connection with the transactions contemplated hereby.

(f) This constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(g) This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. Nothing herein is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect hereof or any provision contained herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth under each signature below.

ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.

By: /s/ Bryan J. Merryman

Name: Bryan J. Merryman

Title: Chief Operating Officer and Chief Financial Officer

Dated: July 17, 2015

SELLING STOCKHOLDER:

/s/ Franklin E. Crail

Name: Franklin E. Crail

Title: President and Chief Executive Officer

Dated: July 17, 2015

**STOCK PURCHASE AGREEMENT**

1. **Purchase and Sale.** By signing below, Bryan J. Merryman (the "Selling Stockholder") agrees to sell to Rocky Mountain Chocolate Factory, Inc., a Delaware corporation (the "Company") an aggregate of 20,000 shares (the "Shares") of common stock, par value \$0.001 per share, of the Company ("Common Stock"), and the Company, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees to purchase the Shares from the Selling Stockholder at a price equal to \$252,200, which is calculated by multiplying (a) the number of Shares and (b) \$12.61 per share.

2. **Payment.** Payment for the Shares shall be made by wire transfer in immediately available funds to the account specified by the Selling Stockholder immediately following delivery or crediting of the Shares to an account designated by the Company.

3. **Representations, Warranties and Agreements of the Selling Stockholder.** The Selling Stockholder represents and warrants to, and agrees with, the Company that:

(a) The Selling Stockholder has full right, power and authority to enter into this agreement and to sell, assign, transfer and deliver the Shares to be sold by the Selling Stockholder hereunder; this agreement, has been duly authorized, executed and delivered by the Selling Stockholder.

(b) The execution, delivery and performance by the Selling Stockholder hereof, the sale of the Shares to be sold by the Selling Stockholder and the consummation by the Selling Stockholder of the transactions contemplated herein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Selling Stockholder pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Selling Stockholder is a party or by which the Selling Stockholder is bound or to which any of the property or assets of the Selling Stockholder is subject or (ii) result in the violation of any law or statute or judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory agency.

(c) The Selling Stockholder has good and valid title to the Shares, free and clear of all liens, encumbrances, equities or adverse claims; the Selling Stockholder will have, immediately prior to the closing of the transaction contemplated hereby, good and valid title to the Shares, free and clear of all liens, encumbrances, equities or adverse claims; and, upon delivery of the certificates representing such Shares and payment therefor pursuant hereto, good and valid title to such Shares, free and clear of all liens, encumbrances, equities or adverse claims, will pass to the Company.

(d) As of the date hereof and as of the closing of the transaction contemplated hereby, as the case may be, the sale of the Shares by the Selling Stockholder is not and will be prompted by any material non-public information concerning the Company.

4. **Miscellaneous**

(a) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Company shall be given to it at 265 Turner Drive, Durango, CO 81303; Attention: CFO. Notices to the Selling Stockholder shall be given to him at 265 Turner Drive, Durango, Colorado 81303.



(b) This agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to agreements made and to be performed in such state.

(c) This agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(d) No amendment or waiver of any provision hereof, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(e) Except as expressly contemplated herein, each party hereto shall pay its own expenses in connection with the transactions contemplated hereby.

(f) This constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(g) This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. Nothing herein is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect hereof or any provision contained herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth under each signature below.

ROCKY MOUNTAIN CHOCOLATE FACTORY, INC.

By: /s/ Franklin E. Crail

Name: Franklin E. Crail

Title: Chief Executive Officer

Dated: July 17, 2015

SELLING STOCKHOLDER:

/s/ Bryan J. Merryman

Name: Bryan J. Merryman

Title: Chief Operating Officer and Chief Financial Officer

Dated: July 17, 2015