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

FORM 8-K/A

Amendment No. 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): July 17, 2017

Avalanche International Corp.

(Exact Name of Registrant as Specified in Charter)

Nevada (State or other jurisdiction of incorporation)	333-179028 (Commission File Number)	38-3841757 (IRS Employer Identification No.)
5940 S. Rainbow Blvd., Las Vegas, NV (Address of principal executive offices)		89118 (Zip Code)

Registrant's telephone number, including area code: (888) 863-9490

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

Forward-Looking Statements

This Current Report on Form 8-K and other written and oral statements made from time to time by us may contain so-called “forward-looking statements,” all of which are subject to risks and uncertainties. Forward-looking statements can be identified by the use of words such as “expects,” “plans,” “will,” “forecasts,” “projects,” “intends,” “estimates,” and other words of similar meaning. One can identify them by the fact that they do not relate strictly to historical or current facts. These statements are likely to address our growth strategy, financial results and product and development programs. One must carefully consider any such statement and should understand that many factors could cause actual results to differ from our forward-looking statements. These factors may include inaccurate assumptions and a broad variety of other risks and uncertainties, including some that are known and some that are not. No forward-looking statement can be guaranteed and actual future results may vary materially.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Amendment to Share Exchange Agreement

As reported on a Current Report on Form 8-K (the “**Initial 8-K**”) filed with the Securities and Exchange Commission on March 9, 2017, on March 3, 2017, Avalanche International Corp., a Nevada corporation (the “**Company**”), entered into a Share Exchange Agreement (the “**Agreement**”) with MTIX Limited, an English company (the “**MTIX**”) and the three (3) shareholders of MTIX (individually, a “**Seller**” and collectively, the “**Sellers**”).

On July 13, 2017, the Company, MTIX and the Sellers (collectively, the “**Parties**”) entered into the Amendment to the Share Exchange Agreement (the “**Amendment**”) which amended the Agreement to: (i) include the Class B Shares issuable to Mr. Mistry as part of the consideration for his agreement to enter into the Exchange; extend certain closing dates; (iii) memorialize that certain cash payments to be made by the Company to the Sellers called for by the Agreements have been made; (iv) and certain other matters.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached as **Exhibit 2.1** to this Current Report on Form 8-K and is incorporated herein by reference. The Amendment has been included to provide investors and stockholders with information regarding its terms. It is not intended to provide any other factual information about the Company, MTIX or the Sellers. The foregoing does not purport to be a complete description of the Amendment and is qualified in its entirety by reference to the full text of the Amendment.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits:

Exhibit No.	Description
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2.1	Amendment to the Share Exchange Agreement by and among Avalanche International Corp., MTIX, Ltd. and the Sellers signatories thereto dated as of July 13, 2017. (The schedules and certain exhibits to the Agreement are omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally to the SEC, upon request, a copy of any omitted schedule or exhibit).
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Where You Can Find Additional Information

The Company will file with the Commission a Current Report on Form 8-K (the “**Closing 8-K**”) in connection with the Closing. WE URGE INVESTORS AND SECURITY HOLDERS TO READ THE CLOSING 8-K AND ANY OTHER RELEVANT DOCUMENTS WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION about the Company and MTIX. Investors and security holders will be able to obtain these materials (when they are available) and other documents filed with the SEC free of charge at the Commission’s website, www.sec.gov. Security holders may also read and copy any reports, statements and other information filed by the Company with the Commission, at the SEC public reference room at 100 F Street, N.E., Washington D.C. 20549. Please call the Commission at 1-800-SEC-0330 or visit the Commission’s website for further information on its public reference room.

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.

AVALANCHE INTERNATIONAL CORP.

Date: July 14, 2017

By: /s/ Philip E. Mansour
Philip E. Mansour
Chief Executive Officer

Amendment to the Share Exchange Agreement

This Amendment (the “**Amendment**”) to a certain Share Exchange Agreement dated March 3, 2017 (the “**SEA**”) is made and entered into this 13th day of July, 2017 by and among: Avalanche International Corp., a Nevada corporation (“**AIC**”); MTIX, Ltd., a company formed under the laws of England and Wales (“**MTIX**”); Pravin Mistry (the “**Majority Shareholder**”); those additional persons who have executed this Agreement on the signature pages hereof under the heading “Minority Shareholders” (collectively, the “**Minority Shareholders**”) and with the Majority Shareholder, the “**MTIX Shareholders**.” AIC and the MTIX Shareholders are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties wish to amend the SEA as follows:

NOW THEREFORE, the Parties desire to amend the SEA through this Amendment as set forth below:

1. **Capitalization of AIC.** Section 1.4 of the SEA is hereby amended to read in its entirety as follows:

“**1.4 Capitalization of AIC.** At the Closing AIC shall be authorized by its articles of incorporation to issue an aggregate of 75,000,000 shares of common stock, par value \$0.001 per share (the “**AIC Common Stock**”) and an aggregate of 10,000,000 shares of AIC Preferred Stock, \$.001 par value per share, containing such rights, designations and privileges as the board of directors of AIC may from time to time designate (the “**AIC Preferred Stock**”), of which (i) 50,000 shares have been designated as AIC Class A Convertible Preferred Stock and (ii) 100,000 shares have been designated as AIC Class B Convertible Preferred Stock. At Closing, the 100,000 shares of AIC Class B Convertible Preferred Stock shall be issued to the Majority Shareholder as part of the Exchange.”

2. **Closing and Effective Time.** Section 1.6(a) of the SEA is hereby amended to read in its entirety as follows:

“The Closing of the Transfer of MTIX Shares and the issuance by AIC of the Notes (the “**Closing**”) shall take place at the offices of Sichenzia Ross Ference Kesner LLP not later than five days after all of the conditions to closing specified in this Agreement (other than those conditions requiring the execution or delivery of a Document or the taking of some action at the Closing) have been fulfilled or waived by the Party entitled to waive that condition; provided, however, that (a) the Parties shall use their best efforts to effect the Closing by July 19, 2017, and (b) the Closing may take place by facsimile or other means as may be mutually agreed upon in advance by the Parties. The date on which the Closing is held is referred to in this Agreement as the “**Closing Date**.””

3. **Deliveries at Closing by AIC.** Section 1.8(d) of the SEA is hereby amended to read in its entirety as follows:

“payment by wire or bank check to the Majority Shareholder in the amount of \$444,500, which combined with the initial payment of \$50,000 and a subsequent payment of \$5,500 to the Majority Shareholder, represents \$500,000 of the total exchange consideration;”

4. **Deliveries at Closing by AIC.** Section 1.8(e) of the SEA is hereby amended to read in its entirety as follows:

“payment by wire or bank check to Paul Johnson in the amount of £159,669.74, which combined with the initial payment of £19,330.26 to Paul Johnson, represents £179,000 of total exchange consideration;”

5. **Exchange of Certificates.** Section 1.10 of the SEA is hereby amended to read in its entirety as follows:

“(a) After the Closing Date and pursuant to a customary letter of transmittal or other instructional form provided by AIC to the MTIX Shareholders, the MTIX Shareholders shall be required to surrender all their MTIX Shares to AIC, and the MTIX Shareholders shall be entitled upon such surrender to receive in exchange therefor certificates representing the proportionate principal face amount in Notes into which the MTIX Shares theretofore represented by the stock transfer forms so surrendered shall have been exchanged pursuant to this Agreement for the Notes plus, in the case of the Majority Shareholder, certificates representing 100,000 shares of AIC Class B Convertible Preferred Stock. Until so surrendered, each outstanding certificate which, prior to the Closing Date, represented MTIX Shares shall be deemed for all corporate purposes, subject to the further provisions of this Article I, to evidence the ownership of the number of whole Notes, plus, in the case of the Majority Shareholder, Class B Convertible Preferred Stock for which such MTIX Shares have been so exchanged.

(b) All Notes and Class B Convertible Preferred Stock for which the MTIX Shares shall have been exchanged pursuant to this Article I shall be deemed to have been issued in full satisfaction of all rights pertaining to the MTIX Shares.

(c) All certificates representing MTIX Shares converted into the right to receive Exchange Securities pursuant to this Article I shall be furnished to AIC subsequent to delivery thereof to the Exchange Agent pursuant to this Agreement.

(d) On the Closing Date, the stock transfer book of MTIX shall be deemed to be closed and no transfer of MTIX Shares shall thereafter be recorded thereon.”

6. **AIC Actions at Closing.** Section 4.3(b) of the SEA is hereby amended to read in its entirety as follows:

“(b) **Board of Directors.** Provided that MTIX shall have delivered to AIC completed officer’s and director’s questionnaires by two individuals selected by the Majority Shareholder (the “**MTIX Designees**”) to AIC and its counsel no later than five (5) business days prior to Closing, which questionnaires shall have been approved by AIC or its counsel, AIC shall take all action necessary to have, effective immediately upon the Closing, the MTIX Designees appointed as members of the board of directors of AIC. Similarly, upon completion and approval of questionnaires, the Majority Shareholder shall be entitled to designate two members of the board of directors of AIC’s subsidiary, MTIX (the “**Subsidiary Designees**”), and MTIX shall take all action necessary to have, effective immediately upon the Closing, the Subsidiary Designees appointed as members of the board of directors of MTIX.”

7. **Termination.** Section 7.1(b) of the SEA is hereby amended to read in its entirety as follows:

“AIC may terminate this Agreement by giving written notice to the MTIX Shareholders at any time prior to the Closing (i) if any of the MTIX Shareholders has breached any material representation, warranty, or covenant contained in this Agreement, AIC has notified the MTIX Shareholders in writing of the breach, and the breach has continued without cure for a period of 15 days after the notice of breach or (ii) if the Closing shall not have occurred on or before July 21, 2017 (the “**Outside Closing Date**”), unless the failure results primarily from AIC breaching any material representation, warranty, or covenant on its or his part to be observed or performed that is contained in this Agreement.”

8. **Interpretation.** All other provisions of the SEA shall be construed and implemented in a manner consistent with the terms and conditions contained in this Amendment as may be necessary or desirable to properly give effect to the Exchange described herein. Except as otherwise expressly provided in this Amendment, all of the other terms and Conditions of the SEA remain unchanged and in full force and effect.

9. **Defined Terms.** Capitalized terms not otherwise defined in this Amendment, have the meanings ascribed to them in the SEA.

10. **No Other Amendments.** Except as amended hereby, the SEA shall remain unmodified and is hereby ratified in all respects.

11. **Counterparts.** This Amendment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the date first written above.

AVALANCHE INTERNATIONAL, INC.

By: /s/ Philip Mansour
Name: Philip Mansour
Title: Chief Executive Officer

MTIX, LTD.

By: /s/ Pravin Mistry
Name: Pravin Mistry
Title: Chief Executive Officer

MAJORITY SHAREHOLDER

By: /s/ Pravin Mistry
Name: Pravin Mistry
Title: an Individual

MINORITY SHAREHOLDERS

By: /s/ Paul Johnson
Name: Paul Johnson
Title: an Individual

By: /s/ Daniel Johnson
Name: Daniel Johnson
Title: an Individual
