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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) May 16, 2025

Mushrooms, Inc.
(Exact name of registrant as specified in its charter)

Nevada		99-1263562
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

21301 S Tamiami Trl, STE 320, PMB 176, Estero, Fl 33928
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code 239-273-1194

Marijuana Strategic Ventures, Inc
(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 (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

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 May 16, 2025, Mushrooms Inc. (the “Company”) entered into a Stock Purchase Agreement (the “Agreement”) with the shareholders of MYCOLabX Inc., a privately held biotechnology company focused on mycelium-based medical, textile, and environmental solutions.

Under the terms of the Agreement, the Company acquired all issued and outstanding shares of MYCOLabX Inc., making it a wholly-owned subsidiary. The consideration consisted of a combination of restricted common stock and assumed liabilities, as further detailed in the Agreement.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On May 16, 2025, the Company completed its acquisition of MYCOLabX Inc. The acquisition significantly expands the Company’s research and development capabilities, including:
• Active projects in smart wound care (e.g., the Mycellius bandage),
• Textile innovation using mycelium-based polymers,
• Environmental remediation using fungal biotechnologies.

The acquired assets include $8,225.52 in inventory, intellectual property (including a pending utility patent), and ongoing research agreements with academic and government institutions. The Company will retain MYCOLabX’s scientific and technical teams and integrate its operations under the Mushrooms Inc. umbrella.

Item 8.01. Other Events.

The Company has submitted a formal request to OTC Markets Group to remove its “shell risk” designation. Supporting this request are the following material developments:
• Completion of the MYCOLabX Inc. acquisition
• Tangible assets and inventory holdings
• Continued e-commerce sales activity in 2024 and 2025
• Financial restructuring, including over $47,000 in debt forgiveness
• A physical office location supporting ongoing operations and staff
• Submission of federal grant applications to support non-dilutive funding

The Company believes these developments meet the criteria for demonstrating active operations and removing the “shell” label under OTC Markets guidelines.

Item 9.01. Financial Statements and Exhibits.

Exhibits:

- Exhibit 10.1 – Stock Purchase Agreement

SHARE EXCHANGE AND REORGANIZATION AGREEMENT

This Share Exchange and Reorganization Agreement (this "Agreement"), dated as of May 16, 2025 (the "Effective Date"), is entered into by and among:

· Mushrooms Inc., a Nevada corporation ("MSRM"), and

· MycoLabX Inc., a Florida corporation ("Myco").

The "Parties" are collectively MSRM and Myco.

RECITALS

WHEREAS, MSRM desires to acquire all of the issued and outstanding shares of Common Stock of Myco;

WHEREAS, Myco desires to transfer to MSRM one hundred percent (100%) of its issued and outstanding Common Stock in exchange for becoming a wholly-owned subsidiary of MSRM;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties herein contained, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

EXCHANGE OF SHARES

Section 1.1. Share Exchange. At the Closing (as defined below), Myco shall transfer to MSRM one hundred percent (100%) of the issued and outstanding shares of Myco Common Stock, free and clear of all liens, claims, encumbrances, and restrictions of any kind, and MSRM shall accept such shares.

Section 1.2. Consideration. No cash or securities shall be exchanged at Closing; this transaction is an internal corporate reorganization to establish MSRM's full ownership of Myco.

Section 1.3. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur immediately upon execution of this Agreement by the Parties.

Section 1.4. Deliverables. At Closing:

· Myco shall deliver a stock certificate (or a duly executed assignment) representing all issued and outstanding shares of Myco Common Stock to MSRM.

Section 1.5. Assets and Liabilities of Myco. Upon Closing, MSRM shall acquire one hundred percent (100%) of the issued and outstanding Common Stock of Myco. Myco shall continue to own and control all of its assets, including without limitation its intellectual property, contracts, income streams, and other business assets, and shall remain solely responsible for its liabilities. Such liabilities include, without limitation:

- A $25,000 investment made by an investor into MSRM with a $75,000 return obligation, which Myco has assumed;
- Revenue share obligations equal to fourteen percent (14%) of the net revenue derived from any patented projects involving the inventors, which Myco has also assumed.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations by Myco. Myco represents and warrants that:

· It is duly organized, validly existing, and in good standing under Florida law; · Execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action; · It has no material liabilities, contingent or otherwise, that are not disclosed in writing to MSRM, including the liabilities referenced in Section 1.5; · There is no litigation or legal proceeding pending or threatened that would impair its business or the execution of this Agreement; · It is in compliance with all applicable laws and regulations; · It has disclosed all material contracts, obligations, and liabilities as of the Effective Date.

Section 2.2. Representations by MSRM. MSRM represents and warrants that:

· It is duly organized, validly existing, and in good standing under Nevada law; · Execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action; · There is no litigation or legal proceeding pending or threatened that would impair its business or the execution of this Agreement; · It is in compliance with all applicable laws and regulations.

ARTICLE 2A

DUE DILIGENCE AND CONTINUING OBLIGATIONS

Section 2A.1. Due Diligence. Each Party affirms it has conducted such due diligence as it deems appropriate prior to Closing. Each Party agrees to continue to provide reasonable access to books, records, contracts, and information reasonably requested by the other Party in connection with accounting, audit, or regulatory requirements for a period of 90 days following the Closing.

Section 2A.2. Ongoing Cooperation. Each Party agrees to cooperate and respond in good faith to post-closing requests for documents or disclosures needed for regulatory compliance, tax reporting, or financial statements related to the transaction.

ARTICLE 3

MISCELLANEOUS

Section 3.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Nevada.

Section 3.2. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof.

Section 3.3. Counterparts. This Agreement may be executed in counterparts.

SIGNATURES

Mushrooms Inc.
By: ____________________________
Name: Donald Steinberg
Title: Sole Board Director

MycoLabX Inc.
By: ____________________________
Name: Kimberly Carlson
Title: Chief Executive Officer

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.

Mushrooms, Inc.

(Registrant)

Date 05/28/2025

(Signature)*

Kimberly Carlson, CEO

*Print name and title of the signing officer under his signature.