

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Nemus Bioscience, Inc.

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

64046J100

(CUSIP Number)

Reg A. Lapham

375 Redondo Avenue #137

Long Beach, California 90814

(310) 948-2274

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 13, 2017

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION OF ABOVE PERSON Reg Alexander Lapham	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,897,500 (1)
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER 4,897,500 (1)
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,897,500 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 19.0% (2)	
14	TYPE OF REPORTING PERSON IN	

(1) Comprised of (i) 3,787,500 shares of Common Stock held by Mr. Lapham and (ii) 1,110,000 shares of Common Stock issuable upon the exercise of a warrant held by Mr. Lapham.

(2) Based on 25,729,663 shares of Common Stock outstanding as of March 7, 2017, as disclosed by the Issuer in its Current Report on Form 10-K filed on March 10, 2017, and assuming exercise of all warrants held by Mr. Lapham.

This Amendment No. 1 to Schedule 13D (this "Amendment No. 1") amends and supplements the statement on Schedule 13D (the "Original Schedule 13D") filed on November 10, 2014 (the Original Schedule 13D, as amended and supplemented by this Amendment No. 1, the "Schedule"), by Reg Alexander Lapham (the "Reporting Person") relating to the Common Stock, \$0.001 par value of Nemus Bioscience, Inc. (the "Issuer"). Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings set forth in the Schedule.

Except as specifically amended by this Amendment No. 1, the Schedule is not modified or revised in anyway.

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented to add the following information:

On May 18, 2015, the Reporting Person issued a Promissory Note to certain holder (the "Note") in the principal amount of \$105,000. Under the terms of the Note, at the option of the Reporting Person, all principal amount and accrued interests due on the maturity date may be paid with shares of Common Stock of the Issuer, with such shares deemed to have a value of \$1.50 per share. Prior to the maturity date, the Reporting Person informed the holder of the Note that he elects to pay the amount due under the Note in stock, provided that the value of stock should be revised to \$1.00 per share. Accordingly, on March 13, 2017, the Reporting Person issued to the holder 119,700 shares of Common Stock as payment in full of all outstanding principal and accrued interest due under the Note.

The foregoing summary of the Note is qualified in its entirety by reference to the Form of Promissory Note, a copy of which is filed as Exhibit 1 herewith and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended by replacing it in its entirety with the following information:

- (a) The number and percentage of shares of Common Stock of the Issuer owned by Reporting Person are (i) based upon 25,729,663 shares of Common Stock outstanding; and (ii) assume the exercise of all warrants to purchase Common Stock exercisable within 60 days of the date of this report beneficially owned by such Reporting Person. The Reporting Person may be deemed to beneficially own 4,897,500 shares of Common Stock as a result of his beneficial ownership of (i) 3,787,500 shares of Common Stock and (ii) 1,110,000 shares of Common Stock that may be purchased upon the exercise of warrants that are exercisable within 60 days of the date of this report. This aggregate number represents approximately 19.0% of the total shares of Common Stock currently outstanding.
- (b) The Reporting Person has sole power to vote and dispose of 4,897,500 shares of Common Stock as a result of his beneficial ownership of (i) 3,787,500 shares of Common Stock and (ii) 1,110,000 shares of Common Stock that may be purchased upon the exercise of warrants that are exercisable within 60 days of the date of this report.
- (c) Not applicable, except as otherwise disclosed herein.
- (d) None.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented to add the following information:

See Item 4 of this Amendment No. 1 which is hereby incorporated by reference.

Item 7. Material to Be Filed as Exhibits

Exhibit 1 Form of Promissory Note.

Exhibit 2 Form of Amendment No. 1 to Promissory Note.

SIGNATURES

After reasonable inquiry and to the best knowledge and belief of each of the undersigned, each of the undersigned certifies that the information set forth in this statement with respect to such person is true, complete and correct.

Dated: March 27, 2017

/s/ Reg Alexander Lapham
Reg Alexander Lapham

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001)

FORM OF PROMISSORY NOTE

\$ _____

_____, 2015

For value received, REG A. LAPHAM ("**Borrower**") hereby promises to pay _____ or such holder's permitted assigns (the "**Holder**"), the principal amount of _____, together with interest thereon calculated from the date hereof in accordance with the provisions of this Promissory Note (this "**Note**").

1. Maturity Date; Manner of Payment; Interest.

(a) Principal and Interest Payments. The outstanding principal amount of this Note, together with all accrued but unpaid interest thereon, shall be due and payable on the earlier of (i) the Maturity Date or (ii) the date that the obligations under this Note become due and payable in full in accordance with Section 3(c). "**Maturity Date**" shall mean March 6, 2016, as may be extended pursuant to Section 1(f) hereof.

(b) Interest. Interest on the outstanding principal amount of this Note shall accrue at a fixed rate per annum equal to seven percent (7%) from the date hereof until the date on which all amounts due and payable on this Note are paid in full ("**Payoff Date**"). All accrued and unpaid interest shall be due and payable on the Payoff Date. Interest on this Note shall be computed on the basis of a year of 365 or 366 days, as applicable, for the actual number of days elapsed (including the first day but excluding the last day). Nothing contained in this Note shall require Borrower at any time to pay interest at a rate exceeding the maximum rate allowable under California law, and any payments in excess of such maximum shall be refunded to Borrower or credited to reduce the principal amount hereunder.

(c) Payments. All amounts to be paid by Borrower pursuant to this Note shall be paid, at the sole option of Borrower, in lawful money of the United States of America or with shares of the common stock of Nemus Bioscience, Inc., a Nevada corporation (such shares of common stock, the "**Shares**"). In the event Borrower elects to pay, in whole or in part, any amounts due under this Note in Shares, such Shares will be deemed to have a value of \$1.50 per Share (as adjusted for stock splits, combinations, dividends, recapitalizations and the like with respect to the Shares) for purposes of any such payment, regardless of the actual fair market value of such Shares on any date of payment. All payments shall be applied first to accrued but unpaid interest and then to outstanding principal.

(d) Location for Payment. All payments of principal and interest on this Note shall be made at Holder's address as set forth on the signature page hereto, or at another place designated by Holder by notice to Borrower.

(e) Prepayment. Borrower shall have the right to prepay this Note in whole or in part, without premium or penalty, at any time and from time to time.

(f) Extension of Maturity Date. At Borrower's option, upon notice to and receipt of consent from Holder, the Maturity Date may be extended from time to time, for an aggregate period of up to six (6) months after March 6, 2016. For the avoidance of doubt, Borrower's right to prepay this Note, in whole or in part, and to pay any amounts due in lawful money of the United States of America or in Shares shall not be affected by any such extension of the Maturity Date.

2. Holder's Investment Representations.

(f) Holder hereby represents to Borrower that Holder is acquiring this Note and any Shares, which may be acquired by Holder in the event Borrower elects to pay any amounts due under the Note in Shares pursuant to Section 1(c), for Holder's own account for investment purposes only and not for the purpose of resale or distribution.

(g) Holder has a preexisting personal or business relationship with Borrower.

(h) Holder is an "accredited investor" as that term is defined in Regulation D under the Securities Act of 1933, as amended (the "Act"). Holder agrees to furnish such documents and to comply with such reasonable requests of Borrower as may be necessary to substantiate such Holder's status.

(i) Holder has such knowledge and experience in financial and business matters that Holder is capable of evaluating the merits and risks of his investment in the Note and the Shares, as applicable, and making an informed investment decision. Holder, or such Holder's professional advisor, has the capacity to protect such Holder's concerns in connection with such investment.

(j) Holder understands that neither this Note nor the Shares have been registered under the Act, and therefore they may not be sold, assigned or transferred unless (i) a registration statement under the Act is in effect with respect thereto or (ii) an exemption from registration is available.

(k) Holder further acknowledges and agrees that the stock certificates evidencing the Shares may bear a restrictive legend, substantially in the following form (in addition to such other restrictive legends as are required or deemed advisable under the provisions of this Note, any applicable law or any other agreement to which Holder is a party):

"THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, AND APPLICABLE STATE SECURITIES LAWS, COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES, OR SUCH TRANSACTION IS EXEMPT FROM REGISTRATION."

(g) Holder understands that Holder shall not have any of the rights of a stockholder with respect to the Shares until and unless Borrower elects to pay for any amounts due under this Note with Shares and transfers such Shares to Holder.

(h) Holder agrees to execute and deliver any further investment certificates or documents as Borrower deems necessary or advisable, at the time of any repayment of this Note or otherwise, to comply with federal or state securities laws.

3. Events of Default.

(a) Each of the following events or occurrences shall constitute an “**Event of Default**”:

(i) Borrower shall fail to pay interest or principal hereon when due;

(i i) the institution against Borrower of any proceedings under the Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership or other similar law affecting the rights of creditors generally, which proceeding is not dismissed within sixty (60) days of filing;

(i) the commencement by Borrower of any voluntary proceedings under the Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership or other similar law affecting the rights of creditors generally; or

(ii) an assignment by Borrower for the benefit of his creditors or an admission in writing by Borrower of his inability to pay his debts as they become due.

(b) “**Bankruptcy Code**” shall mean Title 11, United States Code, as amended from time to time.

(l) If any Event of Default shall occur and be continuing (i) the Holder may declare, in the Holder’s sole discretion, the outstanding principal amount, together with all accrued but unpaid interest to be immediately due and payable, without presentment, notice or demand; and (ii) the Holder may take all actions available to the Holder, at law or in equity, to collect and otherwise enforce this Note.

4. Miscellaneous.

(m) Entire Agreement. This Note constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(n) Amendment; Waiver. The provisions of this Note may be amended (either generally or in a particular instance and either retroactively or prospectively) by an instrument in writing signed by Borrower and the Holder.

(o) Successors and Assigns. This Note shall be binding upon and shall inure to the benefit of Borrower and the Holder and their respective successors and assigns; *provided,*

however, that neither Borrower nor the Holder shall assign, sell, pledge or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party.

(d) Replacement of Note. On receipt of evidence reasonably satisfactory to Borrower of the loss, theft, destruction, or mutilation of this Note and (i) in the case of loss, theft, or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to Borrower or (ii) in the case of mutilation, on surrender and cancellation of this Note, Borrower shall execute and deliver, in lieu of this Note, a new promissory note of like tenor and amount.

(p) Headings. The descriptive headings of the several sections and paragraphs of this Note are inserted for convenience only and do not constitute a part of this Note.

(q) Governing Law. The construction, validity and interpretation of this Note shall be governed by the internal law, and not the conflicts of law provisions, of the State of California.

(r) Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when sent by electronic mail or confirmed facsimile if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All such notices shall be sent to the address for the recipient as set forth on the signature page hereof or at such other address as such party may designate by notice to the other party.

(s) Counterparts. This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Promissory Note as of the date first above written.

BORROWER:

HOLDER:

**FORM OF AMENDMENT NO. 1 TO
PROMISSORY NOTE**

This Amendment No.1 to Promissory Note (this "Amendment") is made this __ day of August, 2016, to be effective as of March 6, 2016 (the "Effective Date"), by and between REG A. LAPHAM ("Borrower"), and _____, or such holder's permitted assigns (the "Holder"), and hereby amends, and shall is affixed to, and forms a part of, that certain Promissory Note, dated March 6, 2015 made by the Borrower in favor of the Holder with the original principal balance of _____ (the "Note"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note.

AGREEMENT

1. Maturity Date. Notwithstanding Section 1(f) of the Note, the Borrower and the Holder hereby agree that, effective as of the Effective Date, the Maturity Date shall be extended for one (1) additional twelve month term, until March 6, 2017.

2. Full Force & Effect. Except as expressly set forth in this Amendment, all of the remaining terms and conditions of the Note shall remain in full force and effect.

3. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed therein.

4. Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied signature pages), each of which shall be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Promissory Note on the day and year first above written to be effective on the Effective Date.

BORROWER:

HOLDER:

Reg A. Lapham
