**As filed with the Securities and Exchange Commission on November 9, 2015**

**Registration No. 333-**

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

# Form S-1

**REGISTRATION STATEMENT UNDER**
**THE SECURITIES ACT OF 1933**

# GrowGeneration, Corp.

*(Exact Name of Registrant as Specified in its Charter)*

| **Colorado** | **5200** | **46-5008129** |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification No.) |

**503 North Main Street, Suite 740**
**Pueblo, Colorado 81003**
**Telephone: 800-935-8420**
*(Address, including zip code, and telephone number, including area code, of principal executive offices)*

**Darren Lampert**
**Chief Executive Officer**
**GrowGeneration, Corp.**
**503 North Main Street, Suite 740**
**Pueblo, Colorado 81003**
**Telephone: 800-935-8420**
*(Address, including zip code, and telephone number, including area code, of agent for service)*

**Copies to:**

**Mitchell Lampert, Esq.**
**Robinson & Cole LLP**
**1055 Washington Boulevard**
**Stamford, Ct. 06901**
**Telephone: (203) 462-7559**

Approximate date of proposed sale to public: As soon as practicable on or after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐
Non-accelerated filer ☐
(Do not check if a smaller reporting company)

Accelerated filer ☐
Smaller reporting company ☒

**CALCULATION OF REGISTRATION FEE**

| Title of Each Class of Securities to Be Registered | Amount to Be Registered | Proposed Maximum Offering Price per Share[1] | Proposed Maximum Aggregate Offering Price | Amount of Registration Fee[4] |
|---|---|---|---|---|
| Shares of common stock sold to selling stockholders in 2015 private placement[2] | 2,465,001 | $ .70 | $ 1,725,501 | $ 173.76 |
| Shares of common stock underlying warrants sold to selling stockholders in 2015 private placement [3] | 2,465,001 | $ .70 | $ 1,725,501 | $ 173.76 |
| Shares of common stock sold to selling stockholders in 2014 Private Placements[2] | 1,300,000 | .60 | 780,000 | 78.55 |
| **Total** | 6,230,002 | $ | $ 4,231,002 | $ 426.07 |

(1) No market presently exists of our common stock. The selling stockholders will be required to offer their shares at $.60 per share until our common stock is listed for quotation on the OTC Bulletin Board or OTCQB Market. Assuming such listing is obtained, offers may be made at prevailing market prices or at privately negotiated prices.

(2) Represents shares of common stock purchased pursuant to our private placements which had respective final closings in May, 2014 and March, 2015 (collectively the "2014 Private Placements") and in October 2015 (the "2015 Private Placement").

(3) Represents shares of common stock issuable upon the exercise of warrants issued in the 2015 Private Placement with an exercise price per share of $.70 per share. Pursuant to Rule 416, there are also being registered such indeterminable additional securities as may be issued to prevent dilution as a result of stock splits, stock dividends or similar transactions. Proposed maximum offering price per share is based on the exercise price of the warrant in accordance with Rule 457(g).

(4) Calculated under Section 6(b) of the Securities Act of 1933 as the aggregate offering price multiplied by 0.0001007.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, as amended, or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to such Section 8(a), may determine.**

**The information in this prospectus is not complete and may be changed. We may not sell these securities until the Securities and Exchange Commission declares our registration statement effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.**

**Preliminary Prospectus** **Subject to Completion, dated November __, 2015**

# GrowGeneration Corp.

**6,230,002 Shares**
**Common Stock**

This prospectus relates to the offer for sale of up to an aggregate of 6,230,002 shares of common stock of GrowGeneration Corp. by the selling stockholders named herein. We are not offering any securities pursuant to this prospectus. The shares of common stock offered by the selling stockholders include 2,465,001 shares of common stock underlying warrants.

Our common stock is not presently traded on any market or securities exchange, and we have not applied for listing or quotation on any exchange. We are seeking sponsorship for the trading of our common stock on the OTC Bulletin Board and/or OTCQB Market upon the effectiveness of the registration statement of which this prospectus forms a part. The 6,230,002 shares of our common stock can be sold by selling security holders at a fixed price of $.60 per share until our shares are quoted on the OTC Bulletin Board and/or OTCQB Market and thereafter at prevailing market prices or privately negotiated prices. There can be no assurance that a market maker will agree to file the necessary documents with the Financial Industry Regulatory Authority (referred to herein as FINRA), nor can we provide assurance that our shares will actually be quoted on the OTC Bulletin Board and/or OTCQB Market or, if quoted, that a viable public market will materialize or be sustained.

Following the effectiveness of the registration statement of which this prospectus forms a part, the sale and distribution of securities offered hereby may be effected in one or more transactions that may take place on the OTC Bulletin Board and/or OTCQB Market, including ordinary brokers' transactions, privately negotiated transactions or through sales to one or more dealers for resale of such securities as principals, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. Usual and customary or specifically negotiated brokerage fees or commissions may be paid by the selling stockholders. See "Plan of Distribution."

The selling stockholders and intermediaries through whom such securities are sold may be deemed "underwriters" within the meaning of the Securities Act of 1933, as amended, with respect to the securities offered hereby, and any profits realized or commissions received may be deemed underwriting compensation.

**We are an "emerging growth company" under the federal securities laws and will be subject to reduced public company reporting requirements. Investing in our common stock is highly speculative and involves a significant degree of risk. See "Risk Factors" beginning on page 5 of this prospectus for a discussion of information that should be considered before making a decision to purchase our common stock.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

**The date of this prospectus is _____, 2015.**

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You should rely only on the information contained in this prospectus. We have not authorized any other person to provide you with information different from or in addition to that contained in this prospectus. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where an offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate only as of the date on the front cover of this prospectus. Our business, financial condition, results of operations and prospects may have changed since that date.

**Additional risks and uncertainties not presently known or that are currently deemed immaterial may also impair our business operations. The risks and uncertainties described in this document and other risks and uncertainties which we may face in the future will have a greater impact on those who purchase our common stock. These purchasers will purchase our common stock at the market price or at a privately negotiated price and will run the risk of losing their entire investments.**

**For investors outside the United States:** We have not done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about and to observe any restrictions relating to this offering and the distribution of this prospectus.

In this prospectus, we rely on and refer to information and statistics regarding our industry. We obtained this statistical, market and other industry data and forecasts from publicly available information.

## PROSPECTUS SUMMARY

*This summary highlights information contained in other parts of this prospectus. Because it is a summary, it does not contain all of the information that you should consider in making your investment decision. Before investing in our common stock, you should read the entire prospectus carefully, including our consolidated financial statements and the related notes included in this prospectus and the information set forth under the headings "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."*

*When used herein, unless the context requires otherwise, references to the "Company," "we," "our" and "us" refer to GrowGeneration Corp., a Colorado corporation, collectively with its wholly-owned subsidiaries, GrowGeneration Pueblo Corp., a Colorado corporation, which we sometimes refer to herein as GrowGeneration Pueblo and GrowGeneration California, a Delaware corporation.*

### *Our Company*

#### General

GrowGeneration Corp.'s mission is to become one of the largest retail hydroponic and organic specialty gardening retail outlets in the industry. Today, GrowGeneration owns and operates a chain of 8 retail hydroponic/gardening stores, with 7 located in the state of Colorado and one in the state of California. Our plan is to open and operate hydroponic/gardening stores throughout the United States.

Our existing GrowGeneration stores have grown. Our growth has been fueled by frequent and higher dollar transactions from commercial growers, individual home growers, and gardeners who grow their own organic foods. We expect to continue to experience significant, albeit lower percentage growth over the next few years, which will depend on our ability to increase our capital. We expect future growth to come from existing and new stores that we open or acquire. Our growth is likely to come from three distinct channels-establishing new stores in high-value markets, acquiring existing stores with strong customer bases and strong operating histories, and the creation of a branded e-commerce portal at www.GrowGeneration.com.

Our stores sell thousands of products, such as organic nutrients and soils, advanced lighting technology, state of the art hydroponic and aquaponic equipment, and other products needed to grow indoors and outdoors. Our strategy is to target two distinct verticals; namely i) professional growers, and ii) smaller growers who require a local store to fulfill their daily and weekly growing needs.

**THE OFFERING**

| | |
|---|---|
| **Common Stock Outstanding** | 8,967,834 shares (1) |
| **Common Stock, including Shares of Common Stock underlying Warrants, Offered by Selling Stockholders** | 6,230,002 shares (2) |
| **Use of Proceeds** | We will not receive any proceeds from the sale of the common stock by the selling stockholders. We would, however, receive proceeds upon the exercise of the warrants held by the selling stockholders which, if such warrants are exercised in full, would be approximately $1,725,501. Proceeds, if any, received from the exercise of such warrants will be used for working capital and general corporate purposes. No assurances can be given that any of such warrants will be exercised. |
| **Quotation of Common Stock:** | Our common stock is not presently traded on any market or securities exchange, and we have not applied for listing or quotation on any exchange. We are seeking sponsorship for the trading of our common stock on the OTC Bulletin Board and/or OTCQB Market upon the effectiveness of the registration statement of which this prospectus forms a part. The 6,230,002 shares of our common stock can be sold by selling stockholders at a fixed price of $.60 per share until our shares are quoted on the OTC Bulletin Board and/or OTCQB Market and thereafter at prevailing market prices or privately negotiated prices. There can be no assurance that a market maker will agree to file the necessary documents with FINRA, nor can we provide any assurance that our shares will actually be quoted on the OTC Bulletin Board and/or OTCQB Market or, if quoted, that a viable public market will materialize. |
| **Risk Factors** | An investment in our company is highly speculative and involves a significant degree of risk. See "Risk Factors" and other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in shares of our common stock. |

(1) Excludes: (i) outstanding shares issuable upon exercise of options to purchase 1,780,000 shares of our common stock, as of October 30, 2015, at an exercise price of $0.60 per share (or $.66 per share for our officers and directors with respect to the first $100,000 of options granted to each of them as Incentive Stock Options), that were issued under our 2014 Equity Incentive Plan; (ii) up to 720,000 shares of our common stock that are available, as of October 30, 2015, for issuance under our 2014 Equity Incentive Plan; and (iii) 2,465,001 Warrants issued to investors in the 2015 Private Placement, each of which are exercisable into one share of our common stock at a price of $.70 per warrant; and (iv) 142,800 Warrants issued to the Placement Agent in the 2015 Private Placement, which permit the Placement Agent to acquire 142,800 shares of our common stock at $.70 per share.

(2) Includes: (i) 3,765,001 shares of our common stock being sold by Investors; and (ii) 2,465,001 shares of our common stock underlying the Investor Warrants, which have an exercise price of $.70 per share.

## RISK FACTORS

*An investment in our common stock is speculative and illiquid and involves a high degree of risk, including the risk of a loss of your entire investment. You should carefully consider the risks and uncertainties described below and the other information contained in this prospectus before purchasing shares of our common stock. The risks set forth below are not the only ones facing us. Additional risks and uncertainties may exist that could also adversely affect our business, operations and prospects. If any of the following risks actually materialize, our business, financial condition, prospects and/or operations could suffer. In such event, the value of our common stock could decline, and you could lose all or a substantial portion of the money that you pay for our common stock.*

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains "forward-looking statements," which include information relating to future events, future financial performance, financial projections, strategies, expectations, competitive environment and regulation. Words such as "may," "should," "could," "would," "predicts," "potential," "continue," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates," and similar expressions, as well as statements in future tense, identify forward-looking statements. Forward-looking statements should not be read as a guarantee of future performance or results and may not be accurate indications of when such performance or results will be achieved. Forward-looking statements are based on information we have when those statements are made or management's good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. Important factors that could cause such differences include, but are not limited to:

- our limited operating history;
- our current and future capital requirements to support our efforts to open or acquire new retail locations;
- our dependence on consumer interest in growing crops with the equipment, soil and nutrients that we offer;
- our dependence on third-parties to manufacture and sell us inventory;
- our ability to maintain or protect the validity of our intellectual property;
- our ability to retain key executive members;
- our ability to internally develop products and intellectual property;
- interpretations of current laws and the passages of future laws;
- acceptance of our business model by investors;
- the accuracy of our estimates regarding expenses and capital requirements; and
- our ability to adequately support growth.

The foregoing does not represent an exhaustive list of matters that may be covered by the forward-looking statements contained herein or risk factors that we are faced with that may cause our actual results to differ from those anticipate in our forward-looking statements. Please see "Risk Factors" for additional risks which could adversely impact our business and financial performance.

Moreover, new risks regularly emerge and it is not possible for our management to predict or articulate all risks we face, nor can we assess the impact of all risks on our business or the extent to which any risk, or combination of risks, may cause actual results to differ from those contained in any forward-looking statements. All forward-looking statements included in this prospectus are based on information available to us on the date of this prospectus. Except to the extent required by applicable laws or rules, we undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained above and throughout this prospectus.

***We have a limited operating history on which to evaluate our business or base an investment decision.***

Our business prospects are difficult to predict because of our limited operating history and unproven business strategy. We acquired 4 stores called "Pueblo Organics and Hydroponics" in 2014 and opened our Conifer, Trinidad and Colorado Springs, Colorado and our Santa Rosa, California stores in 2015. Accordingly, our operation of these stores has been limited. If we are unable to manage these stores as well as others that we open or acquire, our business is unlikely to succeed. Our business should be viewed in light of these risks, challenges and uncertainties.

***We face intense competition that could prohibit us from developing or increasing our customer base and generating revenue.***

The industry within which we compete is highly competitive. We compete with companies that have greater capital resources, facilities and diversity of product lines. Additionally, if demand for our hydroponic growing equipment continues to grow and if the cannabis industry continues to develop, we expect many new competitors to enter the market, as there are no significant barriers to retail sales of hydroponic growing equipment. More established hydroponic companies with much greater financial resources which do not currently compete with us may be able to easily adapt their existing operations to sales of hydroponic growing equipment. Due to this competition, there is no assurance that we will not encounter difficulties in generating or increasing revenues and capturing market share. In addition, increased competition may lead to reduced prices and/or margins for products we sell. Our competitors may also introduce new hydroponic growing equipment, manufacturers may sell equipment direct to consumers, and our distributers could cease sales of product to us.

***If we need additional capital to fund our operations, we may not be able to obtain sufficient capital and may be forced to limit the scope of our operations.***

If adequate additional financing is not available on reasonable terms, we may not be able to expand our retail or online operations and we may be forced to modify our business plans accordingly. There is no assurance that additional financing will be available to us. In connection with our growth strategies, we may experience increased capital needs and accordingly, we may not have sufficient capital to fund our future operations without additional capital investments. Our capital needs will depend on numerous factors, including (i) our profitability; (ii) the release of competitive products by our competition; (iii) the level of our investment in sales and marketing; and (iv) new store openings and or acquisitions. We cannot assure you that we will be able to obtain capital in the future to meet our needs. If we cannot obtain additional funding, we may be required to: (i) limit our expansion; (ii) limit our marketing efforts; and (iii) decrease or eliminate capital expenditures. Such reductions could materially adversely affect our business and our ability to compete. Moreover, even if we do find a source of additional capital, we may not be able to negotiate terms and conditions for receiving the additional capital that are favorable to us. Any future capital investments could dilute or otherwise materially and adversely affect the holdings or rights of our existing shareholders. We cannot give you any assurance that any additional financing will be available to us, or if available, will be on terms favorable to us.

***Our business depends substantially on the continuing efforts of our executive officers and our business may be severely disrupted if we lose their services.***

Our future success depends substantially on the continued services of our executive officers, especially our Chief Executive Officer, Darren Lampert, our President, Michael Salaman, our Chief Operating Officer Jason Dawson and our Chief Financial Officer, Irwin Lampert. We do not maintain key man life insurance on any of our executive officers and directors. If one or more of our executive officers are unable or unwilling to continue in their present positions, we may not be able to replace them readily, if at all. Therefore, our business may be severely disrupted, and we may incur additional expenses to recruit and retain new officers.

***If we are not successful in attracting and retaining highly qualified personnel, we may not be able to successfully implement our business strategy.***

Our ability to compete in the highly competitive hydroponics industry depends in large part upon our ability to attract highly qualified managerial and sales personnel. In order to induce valuable employees to come and work for us or to remain with us, we intend to provide employees with stock options that vest over time. The value to employees of stock options that vest over time will be significantly affected by movements in our stock price that we will not be able to control and may at any time be insufficient to counteract more lucrative offers from other companies. Our success also depends on our ability to continue to attract, retain and motivate highly skilled junior, mid-level, and senior personnel.

***In order to increase our sales and marketing infrastructure, we will need to grow the size of our organization, and we may experience difficulties in managing this growth.***

As we continue to work to open and/or acquire additional retail store locations, we will need to expand the size of our employee base for managerial, operational, sales, marketing, financial and other resources. Future growth would impose significant added responsibilities on members of management, including the need to identify, recruit, maintain, motivate and integrate additional employees. In addition, our management may have to divert a disproportionate amount of its attention away from our day-to-day activities and devote a substantial amount of time to managing these growth activities. Our future financial performance and our ability to continue to grow our operation and compete in the hydroponics industry effectively will depend, in part, on our ability to effectively manage any future growth.

***Litigation may adversely affect our business, financial condition and results of operations.***

From time to time in the normal course of our business operations, we may become subject to litigation that may result in liability material to our financial statements as a whole or may negatively affect our operating results if changes to our business operation are required. The cost to defend such litigation may be significant and may require a diversion of our resources. There also may be adverse publicity associated with litigation that could negatively affect customer perception of our business, regardless of whether the allegations are valid or whether we are ultimately found liable. As a result, litigation may adversely affect our business, financial condition and results of operations.

***We may not obtain insurance coverage to adequately cover all significant risk exposures.***

We will be exposed to liabilities that are unique to the products we provide. We currently maintain only premises insurance and there can be no assurance that we will acquire or maintain insurance for certain risks, that the amount of our insurance coverage will be adequate to cover all claims or liabilities, or that we will not be forced to bear substantial costs resulting from risks and uncertainties of business. It is also not possible to obtain insurance to protect against all operational risks and liabilities. The failure to obtain adequate insurance coverage on terms favorable to us, or at all, could have a material adverse effect on our business, financial condition and results of operations.

***Federal practices could change with respect to providers of equipment potentially usable by participants in the medical cannabis industry, which could adversely impact us.***

Cannabis growers utilize various products that we offer for sale. While we are not aware of any threatened or current federal or state law enforcement actions against any retailer of hydroponic equipment that might be used for cannabis growing or use we have heard that a number of years ago, law enforcement authorities did initiate raids at some retail stores where operators evidently knew they were selling hydroponic equipment directly to customers who indicated they intended to use it for the cultivation of recreational cannabis. Those raids took place in a different legal landscape, well before the legalization of medical or recreational cannabis by any state. We are unaware of any threatened or actual law enforcement activity, ever, against manufacturers or retailers of supplies marketed for usage by participants in the emerging medical cannabis industry.

A theoretical risk exists that our activities could be deemed to be facilitating the selling or distribution of cannabis in violation of the Federal Controlled Substances Act, or to constitute aiding or abetting, or being an accessory to, a violation of that Act. We believe, however, that such a risk is relatively low. Federal authorities have not focused their resources on such tangential or secondary violations of the Act, nor have they threatened to do so, with respect to the sale of equipment that might be used by cannabis gardeners, or with respect to any supplies marketed to participants in the emerging medical cannabis industry. We are unaware of such a broad application of the Controlled Substances Act by federal authorities, and we believe that such an attempted application would be unprecedented.

If the federal government were to change its practices, or were to expend its resources attacking providers of equipment that could be usable by participants in the medical or recreational cannabis industry, such action could have a materially adverse effect on our operations, our customers, or the sales of our products.

***Continued federal intervention in certain segments of the cannabis industry is disruptive to the industry, and may have a negative impact on us.***

Our products are sold to growers of various crops, including cannabis, and we expect the number of gardeners or cannabis users buying our products to remain relatively unaffected despite federal interference in some segments of the cannabis industry. Although we expect minimal impact on the Company from any federal government crackdown on cannabis providers, the disruption to the cannabis industry could cause some potential customers to be more reluctant to invest in growing equipment, including equipment we sell. Moreover, the federal government's tactics may change or have unforeseen effects, which could be detrimental to our business.

***There can be no assurance that our intended operations will not violate state or federal law.***

We have not requested or obtained any opinion of counsel or ruling from any authority to determine if our intended operations are in compliance with or violate any state or federal laws or whether we are assisting others to violate a state or federal law. In the event that our intended operations are deemed to violate any laws or if we are deemed to be others to violate a state or federal law, we could have liability that could cause us to modify or cease our operations.

***Our 2014 and 2015 Private Placements were made pursuant to an exemption from registration.***

Our 2014 and 2015 Private Placements were made in reliance upon the so-called "private placement" exemption from registration with the Securities and Exchange Commission (the "SEC") provided by Sections 4(a)(2) of the 1933 Securities Act, by Regulation D, Rule 506 adopted there under, and the exemptions from registration provided by the Blue Sky laws of states in which the Units are offered. However, reliance upon these exemptions is highly technical and should not be viewed as a guarantee that such exemptions are indeed available. If for any reason the private placement exemption is not available for the 2014 and 2015 Private Placements and no other exemption from registration is found to be available, the sale of the securities in such Private Placements would be deemed to have been made in violation of the applicable laws, thus requiring registration of those securities. As a remedy for such a violation, each investor would have the right to rescind its purchase and to have its full investment returned. If an investor requests return of its investment, it is possible that funds would not be available to us for that purpose, and that liquidation of us may be required. Any refunds made would reduce funds available to us for our operations. A significant number of requests for rescission would probably leave us without funds sufficient to respond to such requests or to proceed successfully with its activities.

***There are a significant number of shares of common stock eligible for sale, which could depress the market price of such shares.***

Effective on the date of this Prospectus, a large number of shares of common stock will be available for sale in the public market, which could harm the market price of the stock. Further, shares may be offered from time to time in the open market pursuant to Rule 144, and these sales may have a depressive effect as well.

***The offering price of our shares and the exercise price of our Warrants have been determined on an arbitrary basis.***

The Offering price of the Units and the shares of common stock that we sold prior to the date of this Prospectus and the exercise price of the Warrants were determined by us on an arbitrary basis and bear no relationship to earnings, asset values, book value or any other recognized criteria of value. Neither the price at which we have sold our shares nor the exercise price of our warrants should be viewed as an indication of the value of those securities.

***If product liability lawsuits are brought against us, we may incur substantial liabilities.***

We face a potential risk of product liability as a result of any of the products that we offer for sale. For example, we may be sued if any product we sell allegedly causes injury or is found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability and a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities. Even successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for products that we may offer for sale;
- injury to our reputation;
- costs to defend the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- a decline in our stock price.

Our inability to obtain and retain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of products we develop. We do not maintain any product liability insurance. Even if we obtain product liability insurance in the future, we may have to pay amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts.

***We may acquire businesses or products, or form strategic alliances, in the future, and we may not realize the benefits of such acquisitions.***

We may acquire additional businesses or products, form strategic alliances or create joint ventures with third parties that we believe will complement or augment our existing business. If we acquire businesses with promising markets or products, we may not be able to realize the benefit of acquiring such businesses if we are unable to successfully integrate them with our existing operations and company culture. We may encounter numerous difficulties in developing, manufacturing and/or marketing any new products resulting from a strategic alliance or acquisition that delay or prevent us from realizing their expected benefits or enhancing our business. We cannot assure you that, following any such acquisition, we will achieve the expected synergies to justify the transaction.

**Risks Related to Our Common Stock**

***Our officers and directors will control our company for the foreseeable future, including the outcome of matters requiring stockholder approval.***

Our founders, officers and directors collectively beneficially own approximately 66.74% of our outstanding shares of common stock. As a result, such individuals will have the ability, acting together, to control the election of our directors and the outcome of corporate actions requiring stockholder approval, such as: (i) a merger or a sale of our company, (ii) a sale of all or substantially all of our assets, and (iii) amendments to our articles of incorporation and bylaws. This concentration of voting power and control could have a significant effect in delaying, deferring or preventing an action that might otherwise be beneficial to our other stockholders and be disadvantageous to our stockholders with interests different from those entities and individuals. Certain of these individuals also have significant control over our business, policies and affairs as officers or directors of our company. Therefore, you should not invest in reliance on your ability to have any control over our company. See "Principal Stockholders."

***An investment in our company should be considered illiquid.***

An investment in our company requires a long-term commitment, with no certainty of return. Because we do not plan to become an SEC reporting company by the traditional means of conducting an initial public offering of our common stock, we may be unable to establish a liquid market for our common stock. Moreover, we do not expect security analysts of brokerage firms to provide coverage of our company in the near future. In addition, investment banks may be less likely to agree to underwrite primary or secondary offerings on behalf of our company or its stockholders in the future than they would if we were to become a public reporting company by means of an initial public offering of common stock. If all or any of the foregoing risks occur, it would have a material adverse effect on our company.

***No public market for our common stock currently exists, and an active trading market may not develop or be sustained.***

As we are in our early stages, an investment in our company will likely require a long-term commitment, with no certainty of return. There is no public market for our common stock, and even if we become a publicly-listed company, of which no assurances can be given, we cannot predict whether an active market for our common stock will ever develop in the future. In the absence of an active trading market:

- investors may have difficulty buying and selling or obtaining market quotations;
- market visibility for shares of our common stock may be limited; and
- a lack of visibility for shares of our common stock may have a depressive effect on the market price for shares of our common stock.

Assuming we can find market makers to establish quotations for our common stock, we expect that our common stock will be quoted on the OTC Bulletin Board (known as the OTCBB) or OTCQB market operated by OTC Markets Group, Inc. These markets are relatively unorganized, inter-dealer, over-the-counter markets that provide significantly less liquidity than NASDAQ or the NYSE MKT (formerly known as the NYSE AMEX). No assurances can be given that our common stock, even if quoted on such markets, will ever trade on such markets, much less a senior market like NASDAQ or NYSE MKT. In this event, there would be a highly illiquid market for our common stock and you may be unable to dispose of your common stock at desirable prices or at all. Moreover, there is a risk that our common stock could be delisted from the OTCBB/OTCQB, in which case it might be listed on the so called "Pink Sheets", which is even more illiquid than the OTC Bulletin Board.

The lack of an active market impairs your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair market value of your shares. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares and may impair our ability to acquire additional intellectual property assets by using our shares as consideration.

***We may not qualify for OTC Bulletin Board inclusion, and therefore you may be unable to sell your shares.***

We believe that, at some time following the effectiveness of this registration statement of which this prospectus forms a part, our common stock will become eligible for quotation on the OTC Bulletin Board and/or OTCQB Market, which we refer to herein as the OTCBB/OTCQB. No assurances can be given, however, that this eligibility will be granted. OTCBB/OTCQB eligible securities include securities not listed on a registered national securities exchange in the U.S. and that are also required to file reports pursuant to Section 13 or 15(d) of the Securities Act of 1933, as amended (which we refer to herein as the Securities Act), and require that we be current in its periodic securities reporting obligations.

Among other matters, in order for our common stock to become OTCBB/OTCQB eligible, a broker/dealer member of FINRA, must file a Form 211 with FINRA and commit to make a market in our securities once the Form 211 is approved by FINRA. As of the date of this prospectus, we have not made arrangements with any person to file a Form 211 and a Form 211 has not been filed with FINRA by any broker/dealer. If for any reason our common stock does not become eligible for quotation on the OTCBB/OTCQB or a public trading market does not develop, purchasers of shares of our common stock may have difficulty selling their shares should they desire to do so. If we are unable to satisfy the requirements for quotation on the OTCBB/OTCQB, any quotation of in our common stock would be conducted in the “pink” sheets market. As a result, a purchaser of our common stock may find it more difficult to dispose of, or to obtain accurate quotations as to the price of their shares. The above-described rules may materially adversely affect the liquidity of our securities. See “Plan of Distribution.”

***Even if our common stock becomes publicly-traded and an active trading market develops, the market price of our common stock may be significantly volatile.***

Even if our securities become publicly-traded and even if an active market for our common stock develops, of which no assurances can be given, the market price for our common stock may be volatile and subject to wide fluctuations in response to factors including the following:

- actual or anticipated fluctuations in our quarterly or annual operating results;
- changes in financial or operational estimates or projections;
- conditions in markets generally;
- changes in the economic performance or market valuations of companies similar to ours; and
- general economic or political conditions in the United States or elsewhere.

The securities market has from time to time experienced significant price and volume fluctuations that are not related to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of shares of our common stock.

***The registration for resale of a significant portion of our outstanding shares of common stock in this registration statement may have a depressive effect on our stock price.***

We are registering for resale 3,765,001 shares of our common stock plus 2,465,001 shares of common stock underlying outstanding warrants. If our existing stockholders sell substantial amounts of our common stock in the public market, or if the public perceives that such sales could occur, this could have an adverse impact on the market price of our common stock, even if there is no relationship between such sales and the performance of our business.

***Our common stock may be considered a "penny stock," and thereby be subject to additional sale and trading regulations that may make it more difficult to sell.***

The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than $5.00 (other than securities registered on certain national securities exchanges or authorized for quotation on certain automated quotation systems, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system). The OTCBB does not meet such requirements and if the price of our common stock is less than $5.00, our common stock will be deemed penny stocks. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from those rules, to deliver a standardized risk disclosure document containing specified information. In addition, the penny stock rules require that prior to effecting any transaction in a penny stock not otherwise exempt from those rules, a broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive (i) the purchaser's written acknowledgment of the receipt of a risk disclosure statement; (ii) a written agreement to transactions involving penny stocks; and (iii) a signed and dated copy of a written suitability statement. These disclosure requirements may have the effect of reducing the trading activity in the secondary market for our common stock, and therefore stock holders may have difficulty selling their shares.

***FINRA sales practice requirements may also limit your ability to buy and sell our common stock, which could depress the price of our shares.***

FINRA rules require broker-dealers to have reasonable grounds for believing that an investment is suitable for a customer before recommending that investment to the customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status and investment objectives, among other things. Under interpretations of these rules, FINRA believes that there is a high probability such speculative low-priced securities will not be suitable for at least some customers. Thus, FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our common stock, which may limit your ability to buy and sell our shares, have an adverse effect on the market for our shares, and thereby depress our share price.

***You may face significant restrictions on the resale of your shares due to state "blue sky" laws.***

Each state has its own securities laws, often called "blue sky" laws, which (1) limit sales of securities to a state's residents unless the securities are registered in that state or qualify for an exemption from registration, and (2) govern the reporting requirements for broker-dealers doing business directly or indirectly in the state. Before a security is sold in a state, there must be a registration in place to cover the transaction, or it must be exempt from registration. The applicable broker-dealer must also be registered in that state.

We do not know whether our securities will be registered or exempt from registration under the laws of any state. A determination regarding registration will be made by those broker-dealers, if any, who agree to serve as market makers for our common stock. We have not yet applied to have our securities registered in any state and will not do so until we receive expressions of interest from investors resident in specific states after they have viewed this prospectus. There may be significant state blue sky law restrictions on the ability of investors to sell, and on purchasers to buy, our securities. You should therefore consider the resale market for our common stock to be limited, as you may be unable to resell your shares without the significant expense of state registration or qualification.

***The shares you purchase in this offering may experience substantial dilution by exercises of outstanding warrants and options.***

As of October 30, 2015, we had outstanding warrants to purchase an aggregate of 2,465,001 shares of our common stock at a weighted average exercise price of $.70 and options to purchase an aggregate of 1,780,000 shares of our common stock at an exercise price of $.60 per share (the first $100,000 of options granted to each of our officers and directors may be deemed to be incentive stock options and are exercisable at a price of $.66 per share; the balance of the options owned by such persons may be deemed to be non-qualified options and are exercisable at a price of $.60 per share). The exercise of such outstanding options and warrants will result in substantial dilution of your investment. In addition, you may experience additional dilution if we issue common stock in the future. As a result of this dilution, you may receive significantly less than the full purchase price you paid for the shares in the event of liquidation.

***We are an "emerging growth company," and will be able take advantage of reduced disclosure requirements applicable to "emerging growth companies," which could make our common stock less attractive to investors.***

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012, or JOBS Act, and, for as long as we continue to be an "emerging growth company," we intend to take advantage of certain exemptions from various reporting requirements applicable to other public companies but not to "emerging growth companies," including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an "emerging growth company" for up to five years, or until the earliest of (i) the last day of the first fiscal year in which our annual gross revenues exceed $1 billion, (ii) the date that we become a "large accelerated filer" as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock that is held by non-affiliates exceeds $700 million as of the last business day of our most recently completed second fiscal quarter, or (iii) the date on which we have issued more than $1 billion in non-convertible debt during the preceding three year period. We cannot predict if investors will find our common stock less attractive if we choose to rely on these exemptions. If some investors find our common stock less attractive as a result of any choices to reduce future disclosure, there may be a less active trading market for our common stock and our stock price may be more volatile.

***We will incur significantly increased costs and devote substantial management time as a result of operating as a public company particularly after we are no longer an "emerging growth company."***

As a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. For example, we will be required to comply with certain of the requirements of the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as rules and regulations subsequently implemented by the Securities and Exchange Commission, including the establishment and maintenance of effective disclosure and financial controls and changes in corporate governance practices. We expect that compliance with these requirements will increase our legal and financial compliance costs and will make some activities more time consuming and costly. In addition, we expect that our management and other personnel will need to divert attention from operational and other business matters to devote substantial time to these public company requirements. In particular, we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 of the Sarbanes-Oxley Act. We are just beginning the process of compiling the system and processing documentation needed to comply with such requirements. We may not be able to complete our evaluation, testing and any required remediation in a timely fashion. In that regard, we currently do not have an internal audit function, and we will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge.

However, for as long as we remain an "emerging growth company" as defined in the JOBS Act, we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We intend to take advantage of these reporting exemptions until we are no longer an "emerging growth company."

Under the JOBS Act, "emerging growth companies" can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not "emerging growth companies."

After we are no longer an "emerging growth company," we expect to incur additional management time and cost to comply with the more stringent reporting requirements applicable to companies that are deemed accelerated filers or large accelerated filers, including complying with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act.

We cannot predict or estimate the amount of additional costs we may incur as a result of becoming a public company or the timing of such costs

***There may be limitations on the effectiveness of our internal controls, and a failure of our control systems to prevent error or fraud may materially harm our company.***

Proper systems of internal controls over financial accounting and disclosure are critical to the operation of a public company. As we are a start-up company, we are at the very early stages of establishing, and we may be unable to effectively establish such systems, especially in light of the fact that we expect to operate as a publicly reporting company. This would leave us without the ability to reliably assimilate and compile financial information about our company and significantly impair our ability to prevent error and detect fraud, all of which would have a negative impact on our company from many perspectives.

Moreover, we do not expect that disclosure controls or internal control over financial reporting, even if established, will prevent all error and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Failure of our control systems to prevent error or fraud could materially adversely impact us.

***We may be unable to complete our analysis of our internal controls over financial reporting in a timely manner, or these internal controls may not be determined to be effective, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.***

We may be required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by our management on, among other things, the effectiveness of our internal control over financial reporting for the first fiscal year beginning after the effective date of the registration statement of which this prospectus is a part. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting, as well as a statement that our independent registered public accounting firm has issued an opinion on our internal control over financial reporting.

If we are unable to assert that our internal control over financial reporting is effective, or, if applicable, our independent registered public accounting firm is unable to express an opinion on the effectiveness of our internal controls, we could lose investor confidence in the accuracy and completeness of our financial reports, which would cause the price of our common stock to decline, and we may be subject to investigation or sanctions by the SEC. We will also be required to disclose changes made in our internal control and procedures on a quarterly basis.

However, our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until the later of the year following our first annual report required to be filed with the SEC, or the date we are no longer an "emerging growth company" as defined in the recently enacted JOBS Act, if we take advantage (as we expect to do) of the exemptions contained in the JOBS Act. We will remain an "emerging growth company" for up to five years, although if the market value of our common stock that is held by non-affiliates exceeds $700 million as of any June 30 before that time, we would cease to be an "emerging growth company" as of the following December 30.

At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed or operating. Our remediation efforts may not enable us to avoid a material weakness in our internal control over financial reporting in the future. Any of the foregoing occurrences, should they come to pass, could negatively impact the public perception of our company, which could have a negative impact on our stock price.

***We do not currently intend to pay dividends on our common stock in the foreseeable future, and consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.***

We have never declared or paid cash dividends on our common stock and do not anticipate paying any cash dividends to holders of our common stock in the foreseeable future. Consequently, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which our stockholders have purchased their shares.

***Upon dissolution of our company, you may not recoup all or any portion of your investment.***

In the event of a liquidation, dissolution or winding-up of our company, whether voluntary or involuntary, the proceeds and/or assets of our company remaining after giving effect to such transaction, and the payment of all of our debts and liabilities will be distributed to the stockholders of common stock on a pro rata basis. There can be no assurance that we will have available assets to pay to the holders of common stock, or any amounts, upon such a liquidation, dissolution or winding-up of our Company. In this event, you could lose some or all of your investment.

## USE OF PROCEEDS

We will not receive any of the proceeds from the sale of the common stock by the selling stockholders named in this prospectus. All proceeds from the sale of the common stock will be paid directly to the selling stockholders.

We would, however, receive proceeds upon the exercise of the warrants held by the selling stockholders which, if such warrants are exercised in full would be approximately $1,725,501. Proceeds, if any, received from the exercise of such warrants will be used for working capital and general corporate purposes. No assurances can be given that any of such warrants will be exercised.

## DIVIDEND POLICY

We have never paid any cash dividends on our common stock. We anticipate that we will retain funds and future earnings to support operations and to finance the growth and development of our business. Therefore, we do not expect to pay cash dividends in the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements and other factors that our board of directors deems relevant. In addition, the terms of any future debt or credit financings may preclude us from paying dividends.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis of our financial condition and results of operations should be read together with our financial statements and the related notes and the other financial information included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed below and elsewhere in this prospectus, particularly those under "Risk Factors." Dollars in tabular format are presented in thousands, except per share data, or otherwise indicated.*

### OVERVIEW

GrowGeneration Corp.’s mission is to become one of the largest retail hydroponic and organic specialty gardening retail outlets in the United States. Today, GrowGeneration owns and operates a chain of 7 retail hydroponic/gardening stores in Colorado and one (1) in California. Our plan is to acquire, open and operate hydroponic/gardening stores throughout the United States.

Our increase in sales to date has been fueled by opening new stores and by frequent and higher dollar transactions in our stores from commercial growers, individual home growers, and gardeners who grow their own organic foods. We expect to continue to experience sales growth over the next few years in existing stores and by increasing the number of stores that we operate, which will depend on our ability to increase our capital. Our growth is likely to come from three distinct channels: establishing new stores in high-value markets, acquiring existing stores with strong customer bases and strong operating histories, and the creation of a branded e-commerce portal at www.GrowGeneration.com.

Our stores sell thousands of products, such as organic nutrients and soils, advanced lighting technology, state of the art hydroponic and aquaponic equipment, and other products needed to grow indoors and outdoors. Our strategy is to target two distinct verticals; namely i) professional growers, and ii) smaller growers who require a local store to fulfill their daily and weekly growing needs. We are of the belief that our retail outlets provide a superior level of customer service to our customers through a well trained staff.

Between March 2014 and April 2015, we raised $780,000 in our 2014 Private Placements from the sale of 1,300,000 shares of our common stock to twenty (20) accredited investors, at a price of $.60 per share. Proceeds from this sale were utilized to effect the acquisition of the assets of Southern Colorado Garden Supply Corp. (d/b/a Pueblo Hydroponics), which we completed on May 29, 2014, through our wholly-owned subsidiary, GrowGeneration Pueblo Corp., a Colorado corporation. The purchase price was $499,976, consisting of $243,000 in goodwill and $273,000 in inventory, $35,000 in fixed assets, $5,286 in accounts receivable and $1,320 in prepaid expenses offset by $57,275 in accounts payable and $355 in customer deposits.

On February 15, 2015, we opened our first non-acquired GrowGeneration store in Trinidad, Co. This store is 3,000 square feet and was initially stocked with $100,000 in inventory. Our lease obligation is $1,000 per month for the next 3 years.

In April 2015, we acquired approximately $30,000 of inventory at cost from Green Growers, Inc., a retail store located in Canon City, Colorado. In connection therewith, we engaged the CEO of Green Growers, Inc. as a sales consultant for a period of two years. We pay this individual a base fee of $1,200 per month during the first year and $600 per month during the second year of his consulting agreement, together with incentive compensation for any new business he generates, in an amount equal to 25% of the gross profit on all such goods and services that he generates. We also issued this consultant 10,000 five (5) year options, exercisable at a price of $.60 per share, as additional compensation under his consulting agreement.

In June 2015, we acquired approximately $68,000 of inventory at cost from Happy Grow Lucky, Inc., a retail store located in Conifer, Co. In connection therewith, we engaged the 2 principals as sales consultants for a period of one year. We will pay each sales consultant $420 per month, together with incentive compensation for any new business they generate, in an amount equal to 25% of the gross profit on all such goods and services that they generate. In addition, we executed a new 3 year lease for the premises in Conifer, Co. at a rate of $2400 per month.

On September 1, 2015, we signed a 5 year lease, at a rate of $3,780 to open our Colorado Springs store.

On October 28, 2015, we purchase approximately $169,000 of inventory, at cost, from Sweet Leaf Hydroponics Inc., a retail store located in Santa Rosa, Ca. In connection therewith, we also acquired some equipment from the seller for $25,000. We have entered into a one-year agreement with one of the principals to act as a sales consultant for us for a period of one year, at a cost of $1,000 per month. We have executed a month to month lease with the landlord of Sweet Leaf Hydroponics Inc. for $5,300 per month, with a right to terminate on 60 days-notice.

In October 2015, we closed on the 2015 Private Placement, pursuant to which we sold a total of 2,465,001 Units to 25 accredited investors at a price of $.70 per Unit, with each Unit consisting of (i) one share of our common stock and (ii) one 5 year warrant to purchase one share of Common Stock at an exercise price of $0.70 per share, for gross proceeds of $1,725,500.

**RESULTS OF OPERATIONS**

The following table presents certain consolidated statement of operations information and presentation of that data as a percentage of change from year-to-year.

| | Inception March 6, 2014 through December 31, 2014 | Nine Months Ended September 30, 2015 | $ Variance |
|---|---|---|---|
| Net revenue | $ 1,202,366 | $ 2,330,773 | $ 1,128,407 |
| Cost of goods sold | 809,039 | 1,503,339 | 694,300 |
| Gross profit | 393,327 | 827,434 | 434,107 |
| General and administrative expenses | 597,157 | 957,940 | 360,783 |
| Operating income (loss) | (203,830) | (130,506) | 73,324 |
| Other income (expense): | | | |
| | - | (13,531) | (13,531) |
| (Loss) before income taxes | (203,830) | (144,037) | 59,793 |
| Income taxes - current benefit | 68,959 | 47,903 | (21,056) |
| Net (loss) | $ (134,871) | $ (96,134) | $ 38,737 |

**PERIOD FROM INCEPTION MARCH 6, 2014 THROUGH DECEMBER 31, 2014 COMPARED TO THE 9 MONTHS ENDED SEPTEMBER 30, 2015**

**Revenue**

Net revenue for the nine months ended September 30, 2015 increased $1,128,407 to $2,330,773 as compared to $1,202,366 for the period from inception March 6, 2014 through December 31, 2014. The increase was due to revenue from the retail stores that we acquired and opened during that period.

**Cost of Goods Sold**

Cost of sales for the nine months ended September 30, 2015 increased $694,300 to $1,503,339 as compared to $809,039 for the period from inception March 6, 2014 through December 30, 2014. The increase was due to increased sales.

Gross profit was $827,434 for the nine months ended September 30, 2015 as compared to $393,327 for the period from inception March 6, 2014 through December 31, 2014.

**General and Administrative Expenses**

General and administrative expenses for the nine months ended September 30, 2015 increased $360,783 to $957,940 as compared to $597,157 for the period from inception March 6, 2014 through December 31, 2014. The increase was due mainly to increased payroll expenses, professional fees, travel expense and stock based compensation related to stock option grants and stock compensation for stock issued to employees.

Non-cash general and administrative expenses for the 9 months ended September 30, 2015 totaled $167,482, with (i) depreciation, amortization of $27,732 (ii) stock based compensation of $64,750, and (iii) stock compensation of $75,000.

Non-cash general and administrative expenses for the period from inception March 6, 2014 through December 31, 2014 totaled $120,464, with (i) depreciation and amortization of $17,744; (ii) stock based compensation of $13,500, (iii) inventory market value reserve of $86,333, and (iv) bad debt expense of $2,887.

**Other Income/ Expense**

Other expense for the nine months ended September 30,2015 was $13,531 as compared to other expense of $ -0- for the period from inception March 6, 2014 through December 31, 2014. The expenses consisted of start-up costs of $11,220 and interest expense of $2,311.

**Net (Loss)**

Net loss for the 9 months ended September 30, 2015 was $96,134 as compared to a net loss of $134,871 for the period from inception March 6, 2014 through December 31, 2014. The decline in loss was due to the increase in sales.

**Operating Activities**

Net cash used in operating activities for the 9 months ended September 30, 2015 was $562,351. This amount was primarily related to a net loss of $96,134, and increase of inventory of $646,541 offset by a reduction in account payable of $74,874 and payroll and sales tax liabilities of $29,925 and non-cash expenses of $75,000 consisting of stock based compensation.

**LIQUIDITY AND CAPITAL RESOURCES**

As at November 6, 2015, we had cash of approximately $960,000. We had cash of $475,261, as of September 30, 2015 and a net working capital of approximately $1,198,235. Our cash used in operations for the period from inception March 6, 2014 through December 31, 2014 was $266,387.

We will need to obtain additional financing in the future to continue to acquire and open new stores. We have financed our operations through the issuance of the sale of common stock.

**Financing Activities**

Net cash provided by financing activities for the 9 months ended September 30, 2015 was $1,071,964. This amount reflects proceeds from the second 2014 Private Placement and the 2015 Private Placement.

**2014 Private Placements**

Between March 2014 and April 2015, we raised $780,000 from the sale of 1,300,000 shares of our common stock to twenty (20) investors, at a price of $.60 per share. All securities sold in the 2014 Private Placements were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales.

**2015 Private Placement**

On March 12, 2015 we entered into an agreement with Cavu Securities LLC, a FINRA Member broker dealer (“Cavu”), pursuant to which we engaged Cavu on a non-exclusive basis to act as our lead placement agent for the sale of up to $4,200,000 of our Units. Each Unit was offered at a price of $.70 per Unit. Each Unit consisted of (i) one share of our common stock and (ii) one 5 year warrant to purchase one share of Common Stock at an exercise price of $0.70 per share. The Units were offered and sold on a “best-effort” basis. We sold a total of 2,465,001 Units in the 2015 Private Placement and realized gross proceeds of $1,725,501. We paid Cavu total compensation for its services of (i) $73,295 in commissions; (ii) five-year warrants (the “Placement Agent Warrants”) to purchase 142,800 shares of our common stock, at an exercise price equal to $0.70 per share; and (iii) 77,833 shares of our common stock.

Our contractual cash obligations as of September 30, 2015 are summarized in the table below:

| Contractual Cash Obligations | Total | Less Than 1 Year | 1-3 Years | 3-5 Years | Greater Than 5 Years |
|---|---|---|---|---|---|
| Operating leases | 585,170 | 26,500 | 412,370 | 146,300 | - |
| Note payable | 25,394 | 5,986 | 19,408 | | - |
| | 610,564 | 32,486 | 431,778 | 146,300 | - |

**OFF-BALANCE SHEET ARRANGEMENTS**

We do not have any off-balance sheet arrangements (as that term is defined in Item 303 of Regulation S-K) that are reasonably likely to have a current or future material effect on our financial condition, revenue or expenses, results of operations, liquidity, capital expenditures or capital resources.

**CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

The application of GAAP involves the exercise of varying degrees of judgment. On an ongoing basis, we evaluate our estimates and judgments based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

**Cash and Cash Equivalents** - We classify highly liquid temporary investments with an original maturity of three months or less when purchased as cash equivalents. The Company maintains cash balances at various financial institutions. Balances at US banks are insured by the Federal Deposit Insurance Corporation up to $250,000. We have not experienced any losses in such accounts and believes it is not exposed to any significant risk for cash on deposit.

**Accounts Receivable and Revenue -** Revenue is recognized on the sale of a product when the product is shipped, which is when the risk of loss transfers to our customers, the fee is fixed and determinable, and collection of the sale is reasonably assured. A product is not shipped without an order from the customer and the completion of credit acceptance procedures. The majority of our sales are cash or credit card; however, we occasionally extend terms to our customers. Accounts receivable are reviewed periodically for collectability.

**Inventories -** Inventories are recorded on a first in first out basis. Inventory consists of raw materials, purchased finished goods and components held for resale. Inventory is valued at the lower of cost or market. The reserve for inventory was $13,500 at December 31, 2014 and September 30, 2015, respectively.

**Property and Equipment -** Property and equipment are stated at cost. Assets acquired held under capital leases are initially recorded at the lower of the present value of the minimum lease payments discounted at the implicit interest rate (35% for assets currently held under capital lease) or the fair value of the asset. Major improvements and betterments are capitalized. Maintenance and repairs are expensed as incurred. Depreciation is computed using the straight-line method over an estimated useful life of five years. Assets acquired under capital lease are depreciated over the lesser of the useful life or the lease term. At the time of retirement or other disposition of property and equipment, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in the consolidated statements of operations.

**Goodwill and Intangible Assets -** We evaluate the carrying value of goodwill, intangible assets, and long-lived assets during the fourth quarter of each year and between annual evaluations if events occur or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying amount. Such circumstances could include, but are not limited to (1) a significant adverse change in legal factors or in business climate, (2) unanticipated competition, (3) an adverse action or assessment by a regulator, (4) continued losses from operations, (5) continued negative cash flows from operations, and (6) the suspension of trading of the Company's securities. When evaluating whether goodwill is impaired, we compare the fair value of the reporting unit to which the goodwill is assigned to the reporting unit's carrying amount, including goodwill. The fair value of the reporting unit is estimated using a combination of the income, or discounted cash flows, approach and the market approach, which utilizes comparable companies' data. If the carrying amount of a reporting unit exceeds its fair value, then the amount of the impairment loss must be measured. The impairment loss would be calculated by comparing the implied fair value of reporting unit goodwill to its carrying amount. In calculating the implied fair value of reporting unit goodwill, the fair value of the reporting unit is allocated to all of the other assets and liabilities of that unit based on their fair values. The excess of the fair value of a reporting unit over the amount assigned to its other assets and liabilities is the implied fair value of goodwill.

We amortize the cost of other intangible assets over their estimated useful lives, which range up to ten years, unless such lives are deemed indefinite. Intangible assets with indefinite lives are tested in the fourth quarter of each fiscal year for impairment, or more often if indicators warrant.

**Long Lived Assets** – We reviews our long-lived assets for impairment annually or when changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Long-lived assets under certain circumstances are reported at the lower of carrying amount or fair value. Assets to be disposed of and assets not expected to provide any future service potential to the Company are recorded at the lower of carrying amount or fair value (less the projected cost associated with selling the asset). To the extent carrying values exceed fair values, an impairment loss is recognized in operating results.

**Fair Value Measurements and Financial Instruments -** ASC Topic 820 defines fair value, establishes a framework for measuring fair value, establishes a three-level valuation hierarchy for disclosure of fair value measurement and enhances disclosure requirements for fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels are defined as follows:

Level 1 - Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 - Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The carrying value of cash, accounts receivable, investment in a related party, accounts payables, accrued expenses, due to related party, notes payable, and convertible notes approximates their fair values due to their short-term maturities.

**Derivative financial instruments -** We evaluate all of its financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the consolidated statements of operations. For stock-based derivative financial instruments, the Company uses a weighted average Black-Scholes-Merton option pricing model to value the derivative instruments at inception and on subsequent valuation dates. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is evaluated at the end of each reporting period. Derivative instrument liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement of the derivative instrument could be required within twelve months of the balance sheet date.

**Stock Based Compensation** – We have share-based compensation plans under which employees, consultants, suppliers and directors may be granted restricted stock, as well as options and warrants to purchase shares of our common stock at the fair market value at the time of grant. Stock-based compensation cost to employees is measured by us at the grant date, based on the fair value of the award, over the requisite service period under ASC 718. For options issued to employees, we recognize stock compensation costs utilizing the fair value methodology over the related period of benefit. Grants of stock to non-employees and other parties are accounted for in accordance with the ASC 505.

# BUSINESS

## Background

GrowGeneration Corp. was incorporated in Colorado in 2014 in order to acquire 4 existing hydroponic supply stores. In the past year, we have grown into a chain of 8 retail hydroponic/gardening stores, seven (7) of which are located in Colorado and one (1) of which is located in California. The hydroponic/gardening industry is fragmented, in which typical retail stores are small family owned businesses, usually consisting of a single location. This is particularly true in Colorado and California where we currently operate. We intend to open or acquire additional retail stores and increase and expand our footprint in these states. Ironically, recent water shortages in the West Coast are putting pressure on food growers to use as little water as possible which also bodes well for hydroponic supply companies like GrowGeneration, as hydroponics is widely considered to require less water for grow operations.

## Products

GrowGeneration stores offer essential supplies to the hydroponic and gardening industry, including medium (i.e., farming soil), industry-leading hydroponic equipment, power-efficient lighting, plant nutrients, and thousands of additional products used by professional growers and specialty cultivation operations. We offer our products through our retail stores and through our e-Commerce site. GrowGeneration is also actively seeking the establishment of a brand of private labeled products, which will be sold through GrowGeneration outlets.

## Markets

GrowGeneration serves a new, yet sophisticated community of commercial and urban cultivators growing specialty crops including organics, greens and plant-based medicines. Unlike the traditional agricultural industry, these cultivators use innovative indoor and outdoor growing techniques to produce specialty crops in highly controlled environments. This enables them to produce crops at higher yields without having to compromise quality; regardless of the season or weather and drought conditions.

Our target market segments include Home Growers of organic vegetable and fruit Growers (small farms, home garden growers, restaurants growers, farmer markets), the Do-it Yourselfers (home flower and plant growers/ mass market and growers in the cannabis related market (Dispensaries, Cultivators, Caregivers).

Indoor growing techniques have primarily been used to cultivate plant-based medicines. Plant-based medicines often require high-degree of regulation and controls including government compliance, security, and crop consistency, making indoor growing techniques a preferred method. Cultivators of plant-based medicines often make a significant investment to design and build-out their facilities. They look to work with companies such as GrowGeneration that understand their specific needs and can help mitigate risks that could jeopardize their crops. Plant-based medicines are believed to be among the fastest-growing market in the U.S. and several industry pundits believe that plant-based medicines may even displace prescription pain medication by providing patients with a safer, more affordable alternative.

Indoor growing techniques, however, are not limited to plant-based medicines. Vertical farms producing organic fruits and vegetables are beginning to emerge in the market due to a rising shortage of farmland, and environmental vulnerabilities including drought, other severe weather conditions and insect pests. Indoor growing techniques enable cultivators to grow crops all-year-round in urban areas, and take up less ground while minimizing environmental risks. Indoor growing techniques typically require a more significant upfront investment to design and build-out these facilities than traditional farmlands. If new innovations lower the costs for indoor growing, and the costs to operate traditional farmlands continue to rise, then indoor growing techniques may be a compelling alternative for the broader agricultural industry.

**Key Partners**

Our key customers vary by state and are expected to be more defined as the company moves from its retail walk-in purchasing sales strategy to serving cultivation facilities directly and under predictable purchasing activity. Our key suppliers include distributors such as HydroFarm, BWGS and Sunlight Supply to product specific suppliers such as Botanicare, General Hydroponics and Can Fan USA. All the products purchased and resold are applicable to indoor and outdoor growing for organics, greens, and plant-based medicines.

**Demand for Products**

Demand for indoor and outdoor growing equipment is currently high due to legalization of plant-based medicines, primarily Cannabis, which is mainly due to equipment purchases for build-out and repeat purchases of consumable nutrients needed during the growing period. This demand is projected to continue to grow as a result of the supporting state laws in 23 states and the District of Columbia. Continued innovation and more efficient build-out technologies along with larger and consolidated cultivation facilities is expected to further expand market demand for GrowGeneration products and services. We expect the market to continue to segment into urban farmers serving groups of individuals, community cultivators, and large-scale cultivation facilities across the states. Each segment will be optimized to different distribution channels that GrowGeneration currently provides. We are of the opinion that as our volume increases, we will obtain volume discounts on purchasing that should allow us to maximize both our revenues and gross margins.

**E-Commerce Strategy**

The Company is developing its e-commerce website and portal, www.growgeneration.com. The site offers for sale hydroponic, specialty and organic gardening products. Online shoppers are able to shop from product departments, from nutrients to lighting to hydroponic and greenhouse equipment, delivering an easy and quick method to find the products that they want to purchase. Our e-commerce site has been designed to appeal to both the professional grower, as well as the home gardener/hobbyist. Each product listed on the site contains product descriptions, product reviews and a picture so the consumer can make an informed and educated purchase. Our product filters allow the consumer to search by brand, manufacturer, or by function such as wattage. Designed as an information portal as well as an e-commerce store, the consumer will find videos, articles, blogs and other relevant content, all generated by Grow Generation's internal staff, which we call our "Grow Pros". The GrowGeneration shopper will be able to shop online 24/7 and, if they choose order online and receive products directly to their grow operation or home, order online and pick up at one of the GrowGeneration retail stores, or simply use our site as a resource and shop with our Grow Pros at one of our retail locations. Google advertising, social media and in store advertising are the primary advertising tools we will use to drive traffic to www.growgeneration.com

**Goals and Strategy**

Our goal is to become one of the nation's largest providers of equipment and supplies for growing organics, herbs and greens and plant-based medicines. We intend to achieve our goal by implementing the following strategies:

1. Engage with cultivation facilities and secure exclusive supplier contracts;
2. Own, operate and expand regional retail stores to service and support the operations of professional and home growers;
3. Develop and grow our e-commerce platform.
4. Establish a national sales team;
5. Establish a brand of "house" or white-labeled products which we would sell exclusively;
6. Assemble the most knowledgeable staff and leadership team; and
7. Acquire additional products and services that are essential to our customers and deliver high-margins.

**Competition**

Our key competitors include many local and national vendors of gardening supplies, local product resellers of hydroponic and other specialty growing equipment, as well as online product resellers and large online marketplaces such as Amazon.com and EBay.

**Intellectual Property and Proprietary Rights**

Our intellectual property consists of brands and their related trademarks and websites, customer lists and affiliations, product know-how and technology, and marketing intangibles. Our other intellectual property is primarily in the form of trademarks and domain names. We also hold rights to website addresses related to our business including websites that are actively used in our day-to-day business such as www.GrowGeneration.com. We own the federally registered trademark for "GrowGeneration". We also have applied for a federal register trademark "Where the Pros Go to Grow".

We have a policy of entering into confidentiality and non-disclosure agreements with our employees and some of our vendors and customers as necessary.

**Government Regulation**

While there is no Governmental regulation relating to the sale of hydroponic equipment or soil and nutrients that we sell, there are laws and regulations governing the cultivation and sale of cannabis and related products. Currently, there are over twenty four states plus the District of Columbia that have laws and/or regulation that recognize in one form or another legitimate medical uses for cannabis and consumer use of cannabis in connection with medical treatment. About a dozen other states are considering legislation to similar effect. As of the date of this Prospectus, the policy and regulations of the Federal government and its agencies is that cannabis has no medical benefit and a range of activities including cultivation and use of cannabis for personal use is prohibited on the basis of federal law and may or may not be permitted on the basis of state law. Active enforcement of the current federal regulatory position on cannabis on a regional or national basis may directly and adversely affect the willingness of customers of GrowGeneration to invest in or buy products from GrowGeneration. Active enforcement of the current federal regulatory position on cannabis may thus directly or indirectly adversely affect GrowGeneration operations.

**Employees**

As of the date of this Prospectus, we have 18 full time employees and 10 part-time employees. We plan to add sales representatives in all states that we operate a retail store.

**Principal Offices**

Our principal offices are located at 503 North Main St, Suite 740, Pueblo, CO 81003, which is the office of our accountants. We do not pay any rent for such office. We lease eight (7) stores in the state of Colorado and one (1) in the State of California for our retail operations. Information relating to our stores is set forth in the table below:

| | Store 1 | Store 2 | Store 3 | Store 4 | Store 5 | Store 6 | Store 7 | Store 8 |
|---|---|---|---|---|---|---|---|---|
| Street | Pueblo West 609 Enterprise, Unit 150 | Downtown 109, 111 & 113 W 4th Street | Southside 2704 S. Prairie Ave, Suite C | Canon City 520 Main Street | Trinidad 2395 Nevada Ave. | Conifer 26591 Main Street | Colorado Springs 310-H/I South 8th Street | Santa Rosa 353 College Ave |
| City | Pueblo West | Pueblo | Pueblo | Canon City | Trinidad | Conifer | Colorado Springs | Santa Rosa |
| State & Zip | CO, 81007 | CO, 81003 | CO, 81005 | CO, 81212 | CO, 81082 | CO, 80433 | CO, 80904 | CA, 94501 |
| Beginning | 5/27/2014 | 3/1/2015 | 10/1/2014 | 6/1/2014 | 12/1/2014 | 6/11/2014 | 9/1/2015 | 10/28/2015 |
| Ending | 4/30/2020 | 2/28/2018 | 9/30/2017 | 5/31/2017 | 12/31/2017 | 4/30/2019 | 12/31/2020 | 10/31/2016 |
| Renewal Option | none | month-to-month | agreed upon terms | none | 3yrs | month-to-month | 64 months | Month-to-month |
| Square Footage | 3300 | 3300 | 1800 | 2500 | 3000 | 3000 | 3360 | 3300 |
| Monthly rent[1] | $2,100 | $1,500 | $950 | $900 | $1,000 | $2,400 | $2,800 | $5,300 |

[1] Some of our leases have increases during the term of the lease. Our Pueblo West rent increases to $2,300 per month in May 2016; our Pueblo Downtown, Southside and Trinidad rent does not increase; our Canon City rent increases to $950 per month in June 2016; our Conifer rent increases to $2,500 per month in May 2016; and our Colorado Springs rent increases to $2,940 per month in November 2017, to $3,080 in November 2018 and to $3,220 in November 2019.

## MANAGEMENT

All directors hold office for one-year terms until the election and qualification of their successors. Officers are appointed by our board of directors and serve at the discretion of the board, subject to applicable employment agreements. The following table sets forth information regarding our executive officers and the members of our board of directors.

| Name | Age | Position |
|---|---|---|
| Darren Lampert | 54 | Chief Executive Officer and Director |
| Michael Salaman | 53 | President and Director |
| Irwin Lampert | 84 | Chief Financial Officer, Secretary and Director |
| Jason Dawson | 38 | Chief Operating Officer |
| Stephen Aiello | 54 | Director |
| Jody Kane | 35 | Director |

**Darren Lampert** has been our Chief Executive Officer and a Director since our inception. Mr. Lampert began his career in 1986 as a founding member of the law firm of Lampert and Lampert, where he concentrated on securities litigation, NASD (now FINRA) compliance and arbitration and corporate finance matters. Mr. Lampert has represented clients in actions and investigations brought before government agencies and self-regulatory bodies. Mr. Lampert has spent the past 15 years working as a portfolio manager and proprietary trader at Schonfeld Securities, Schottenfeld Group, Incremental Capital and Merus capital. Mr. Lampert graduated in 1982 with a Bachelor of Science degree in business administration from Ithaca College. Mr. Lampert received a JD from Bridgeport University School of Law in 1985. Mr. Lampert was admitted to practice law in New York in 1986 and is also admitted to practice before the United States District Courts for the Southern and Eastern Districts of New York. Mr. Lampert also currently holds his FINRA Series 7 securities license.

**Michael Salaman** has been our President and a Director since our inception. Michael Salaman served as the Chairman of Skinny Nutritional Corp. since January 2002 and as Chief Executive Officer and President of Skinny Nutritional Corp. since June 2010. He also served as Chief Executive Officer of Skinny Nutritional Corp. Skinny Nutritional Corp. filed for Chapter 11 Bankruptcy protection in 2013 and the assets were sold to a private equity firm in March 2014. Mr. Salaman has over 20 years' experience in the area of start-ups, new product development, distribution and marketing. Mr. Salaman began his business career as Vice President of Business Development for National Media Corp., an infomercial marketing company in the United States from 1985-1993. From 1995-2001, Mr. Salaman started an Internet company called American Interactive Media, Inc., a developer of Web TV set-top boxes and ISP services. In 2002, Mr. Salaman became the principal officer of that entity and directed its operations as a marketing and distribution company and in 2005 focused its efforts in the enhanced water business. Mr. Salaman received a Bachelor of Arts degree in business from Temple University in 1986.

**Irwin Lampert** has been our Chief Financial Officer, Secretary and a Director since our inception. Mr. Lampert has been retired for over ten years. Mr. Lampert is a certified public accountant and attorney. He received a B.S. in Accounting from Brooklyn College and LLB from Brooklyn Law School. Irwin Lampert is the father of Darren Lampert.

**Jason Dawson** has been our Chief Operating Office since June 2014. Mr. Dawson is the founder of Pueblo Hydroponics, which he was the President of from 2008-2014. From 2003-2008, Mr. Dawson was Head of International Sales for Gualala Robotics, Inc. a lighting manufacturer. Mr. Dawson has over 15 years of experience in the gardening and hydroponic industries.

**Steven Aiello** has been a Director since May 2014. Mr. Aiello was a partner at Jones and Company from 2003-2006. From 2001-2003, Mr. Aiello was a partner at Asset Management and from 1987-2001, he was a partner at Montgomery Securities. Mr. Aiello received a B.A. in Psychology from Ithaca College and an MBA from Fordham University.

**Jody Kane** has been a Director since May 2014. Mr. Kane has been a Managing Partner at Diamond Bridge Capital from February 2009 through the date of this Prospectus and from 2005-2009, Mr. Kane was an analyst at Sidoti**.** Mr. Kane graduated from Troy University, with a B.S. in Finance in 2001.

***Involvement in Certain Legal Proceedings***

To our knowledge, during the past ten years, none of our directors, executive officers, promoters, control persons, or nominees other than Michael Salaman (see biographical information of Michael Salaman above) has:

- been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);

- had any bankruptcy petition filed by or against the business or property of the person, or of any partnership, corporation or business association of which he was a general partner or executive officer, either at the time of the bankruptcy filing or within two years prior to that time;

- been subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction or federal or state authority, permanently or temporarily enjoining, barring, suspending or otherwise limiting, his involvement in any type of business, securities, futures, commodities, investment, banking, savings and loan, or insurance activities, or to be associated with persons engaged in any such activity;

- been found by a court of competent jurisdiction in a civil action or by the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;

- been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated (not including any settlement of a civil proceeding among private litigants), relating to an alleged violation of any federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

- been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

**Board Committees**

The Company does not currently maintain a board of directors that is composed of a majority of "independent" directors. The Company does not expect to initially appoint an audit committee, nominating committee and/or compensation committee, or to adopt charters relative to each such committees.

**Code of Business Conduct and Ethics**

We have not adopted a Code of Business Conduct and Ethics but anticipate doing so following the effectiveness of the registration statement of which this prospectus is a part.

**Limitation of Directors Liability and Indemnification**

The Colorado Business Corporations Act authorizes corporations to limit or eliminate, subject to certain conditions, the personal liability of directors to corporations and their stockholders for monetary damages for breach of their fiduciary duties.

We do not have director and officer liability insurance to cover liabilities our directors and officers may incur in connection with their services to us, including matters arising under the Securities Act, although we intend to acquire such insurance. Colorado law and our bylaws provide that we will indemnify our directors and officers who, by reason of the fact that he or she is one of our officers or directors, is involved in a legal proceeding of any nature.

There is no pending litigation or proceeding involving any of our directors, officers, employees or agents in which indemnification will be required or permitted. We are not aware of any threatened litigation or proceeding that may result in a claim for such indemnification.

**Indemnification Agreements**

We have entered into indemnification agreements with each of our current directors and executive officers. The indemnification agreements provide for indemnification against expenses, judgments, fines and penalties actually and reasonably incurred by an indemnitee in connection with threatened, pending or completed actions, suits or other proceedings, subject to certain limitations. The indemnification agreements also provide for the advancement of expenses in connection with a proceeding prior to a final, nonappealable judgment or other adjudication, provided that the indemnitee provides an undertaking to repay to us any amounts advanced if the indemnitee is ultimately found not to be entitled to indemnification by us. The indemnification agreements set forth procedures for making and responding to a request for indemnification or advancement of expenses, as well as dispute resolution procedures that will apply to any dispute between us and an indemnitee arising under the indemnification agreements.

## EXECUTIVE COMPENSATION

**Summary Compensation Table**

The following table presents information regarding the total compensation awarded to, earned by, or paid to our chief executive officer and the three most highly-compensated executive officers (other than the chief executive officer) who were serving as executive officers as of October 30, 2015 for services rendered in all capacities to us for the year ended December 31, 2014. These individuals are our named executive officers for 2015.

| Name and Principal Position(1) | Year | Salary ($) | Bonus ($) | Option Awards(1) ($) | All Other Compensation ($) | Total ($) |
|---|---|---|---|---|---|---|
| Darren Lampert<br>*Chief Executive Officer* | 2014 | 9,000 | 0 | 30,333 | 0 | 39,333 |
| Michael Salaman<br>*President and Secretary* | 2014 | 9,000 | 0 | 18,667 | 0 | 27,667 |
| Jason Dawson<br>*Chief Operating Officer* | 2014 | 84,000 | 0 | 9,333 | 0 | 93,333 |
| Irwin Lampert<br>*Chief Financial Officer and Secretary* | 2014 | 0 | 0 | 18,667 | 0 | 18,667 |

(1) Amounts reflect the grant date fair value of option awards granted in 2014 in accordance with Accounting Standards Codification Topic 718. These amounts do not correspond to the actual value that will be recognized by the named executive officers.

(2) Darren Lampert and Michael Salaman began receiving salary in August 2015. Jason Dawson received compensation for the full 2014 calendar year. It is expected that Irwin Lampert will start receiving compensation January 1, 2016.

**Employment and Consulting Agreements**

We have entered into employment agreements with Darren Lampert and Michael Salaman, who have each agreed to devote their full time and attention to our business. We have no employment agreement with Irwin Lampert, who has agreed to devote such time to the Company's business as he deems necessary in his sole discretion. Darren Lampert and Michael Salaman each receive compensation of $100,000 per annum for their full time employment and Irwin Lampert will receive compensation of $3,000 per month for his part-time services commencing January 1, 2016. Additionally, each member of Management may receive a year-end cash bonus and options as determined by our Board of Directors. We have entered into a three year employment agreement with Jason Dawson, our Chief Operating Officer, pursuant to which we pay Mr. Dawson compensation of $84,000 per annum, subject to a 10% increase each January 1 during the term of the agreement. Mr. Dawson will also be entitled to receive 100,000 common shares per year, on each of the anniversary dates of his employment agreement.

**Outstanding Equity Awards at Fiscal Year-End Table**

The following table summarizes, for each of the named executive officers, the number of shares of common stock underlying outstanding stock options held as of October 30, 2015.

| | Option Awards | | | |
|---|---|---|---|---|
| **Name** | **Number of securities underlying unexercised options (#) exercisable** | **Number of securities underlying unexercised options (#) unexercisable** | **Option exercise price ($)[1]** | **Option expiration date** |
| Darren Lampert | 650,000 | 216,667 | $.66/$.60 | March 16, 2019 as to 400,000 options and May 12, 2019 as to 250,000 options |
| Michael Salaman | 400,000 | 133,334 | $.66/$.60 | March 6, 2019 |
| Jason Dawson | 200,000 | 66,668 | $.66/$.60 | March 30, 2019 |
| Irwin Lampert | 400,000 | 133,334 | $.66/$.60 | March 16, 2019 |

[1] The first $100,000 of options granted to each of the above persons may be deemed to be incentive stock options and are exercisable at a price of $.66 per share. The balance of the options owned by such persons may be deemed to be non-qualified options and are exercisable at a price of $.60 per share.

**2014 Equity Compensation Plan**

**General**

On March 6, 2014 our Board of Directors adopted an Equity Compensation Plan (the "2014 Plan"). The 2014 Plan was approved by the stockholders on March 6, 2014.

The general purpose of the 2014 Plan is to provide an incentive to our employees, directors, consultants and advisors by enabling them to share in the future growth of our business. Our Board of Directors believes that the granting of stock options, restricted stock awards, unrestricted stock awards and similar kinds of equity-based compensation promotes continuity of management and increases incentive and personal interest in the welfare of our Company by those who are primarily responsible for shaping and carrying out our long range plans and securing our growth and financial success.

Our Board of Directors believes that the 2014 Plan will advance our interests by enhancing our ability to (a) attract and retain employees, consultants, directors and advisors who are in a position to make significant contributions to our success; (b) reward our employees, consultants, directors and advisors for these contributions; and (c) encourage employees, consultants, directors and advisors to take into account our long-term interests through ownership of our shares.

**Description of the 2014 Equity Incentive Plan**

The following description of the principal terms of the 2014 Plan is a summary and is qualified in its entirety by the full text of the 2014 Plan, which is attached as Exhibit 10.5 hereto.

***Administration*.** The 2014 Plan will be administered by our Board of Directors. Our Board of Directors may grant options to purchase shares of our common stock, stock appreciation rights, restricted stock units, restricted or unrestricted shares of our common stock, performance shares, performance units, other cash-based awards and other stock-based awards. The Board of Directors also has broad authority to determine the terms and conditions of each option or other kind of equity award, adopt, amend and rescind rules and regulations for the administration of the 2014 Plan and amend or modify outstanding options, grants and awards. The Board of Directors may delegate authority to the chief executive officer and/or other executive officers to grant options and other awards to employees (other than themselves), subject to applicable law and the 2014 Plan. No options, stock purchase rights or awards may be made under the Plan on or after the ten year anniversary of the adoption of the 2014 Plan by our Board of Directors, but the 2014 Plan will continue thereafter while previously granted options, stock appreciation rights or awards remain subject to the 2014 Plan.

***Eligibility*.** Persons eligible to receive options, stock appreciation rights or other awards under the 2014 Plan are those employees, consultants, advisors and directors of our Company and our subsidiaries who, in the opinion of the Board of Directors, are in a position to contribute to our success.

***Shares Subject to the 2014 Plan.*** The aggregate number of shares of common stock available for issuance in connection with options and awards granted under the 2014 Plan is 2,500,000, subject to customary adjustments for stock splits, stock dividends or similar transactions. Incentive Stock Options may be granted under the 2014 Plan with respect to all of those shares. If any option or stock appreciation right granted under the 2014 Plan terminates without having been exercised in full or if any award is forfeited, or if shares of common stock are withheld to cover withholding taxes on options or other awards, the number of shares of common stock as to which such option or award was forfeited, or which were withheld, will be available for future grants under the 2014 Plan. No employee, consultant, advisor or director may receive options or stock appreciation rights relating to more than 1,000,000 shares of our common stock in the aggregate in any calendar year.

***Terms and Conditions of Options.*** Options granted under the 2014 Plan may be either "incentive stock options" that are intended to meet the requirements of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") or "nonstatutory stock options" that do not meet the requirements of Section 422 of the Code. The Board of Directors will determine the exercise price of options granted under the 204 Plan. The exercise price of stock options may not be less than the fair market value, on the date of grant, per share of our common stock issuable upon exercise of the option (or 110% of fair market value in the case of incentive options granted to a ten-percent stockholder).

If on the date of grant the common stock is listed on a stock exchange or is quoted on the automated quotation system of Nasdaq, the fair market value shall generally be the closing sale price on the last trading day before the date of grant. If no such prices are available, the fair market value shall be determined in good faith by the Board of Directors based on the reasonable application of a reasonable valuation method.

No option may be exercisable for more than ten years (five years in the case of an incentive stock option granted to a ten-percent stockholder) from the date of grant. Options granted under the 2014 Plan will be exercisable at such time or times as the Board of Directors prescribes at the time of grant. No employee may receive incentive stock options that first become exercisable in any calendar year in an amount exceeding $100,000. The Board of Directors may, in its discretion, permit a holder of an option to exercise the option before it has otherwise become exercisable, in which case the shares of our common stock issued to the recipient will continue to be subject to the vesting requirements that applied to the option before exercise.

Generally, the option price may be paid (a) in cash or by certified bank check, (b) through delivery of shares of our common stock having a fair market value equal to the purchase price, or (c) a combination of these methods. The Board of Directors is also authorized to establish a cashless exercise program and to permit the exercise price (or tax withholding obligations) to be satisfied by reducing from the shares otherwise issuable upon exercise a number of shares having a fair market value equal to the exercise price.

No option may be transferred other than by will or by the laws of descent and distribution, and during a recipient's lifetime an option may be exercised only by the recipient. However, the Board of Directors may permit the holder of an option, stock appreciation right or other award to transfer the option, right or other award to immediate family members or a family trust for estate planning purposes. The Board of Directors will determine the extent to which a holder of a stock option may exercise the option following termination of service with us.

***Stock Appreciation Rights.*** The Board of Directors may grant stock appreciation rights independent of or in connection with an option. The Board of Directors will determine the other terms applicable to stock appreciation rights. The exercise price per share of a stock appreciation right will be determined by the Board of Directors, but will not be less than 100% of the fair market value of a share of our common stock on the date of grant, as determined by the Board of Directors. The maximum term of any SAR granted under the 2014 Plan is ten years from the date of grant. Generally, each SAR stock appreciation right will entitle a participant upon exercise to an amount equal to:

- the excess of the fair market value on the exercise date of one share of our common stock over the exercise price, *multiplied by*
- the number of shares of common stock covered by the stock appreciation right.

Payment may be made in shares of our common stock, in cash, or partly in common stock and partly in cash, all as determined by the Board of Directors.

***Restricted Stock and Restricted Stock Units.*** The Board of Directors may award restricted common stock and/or restricted stock units under the 2014 Plan. Restricted stock awards consist of shares of stock that are transferred to a participant subject to restrictions that may result in forfeiture if specified conditions are not satisfied. Restricted stock units confer the right to receive shares of our common stock, cash, or a combination of shares and cash, at a future date upon or following the attainment of certain conditions specified by the Board of Directors. The Board of Directors will determine the restrictions and conditions applicable to each award of restricted stock or restricted stock units, which may include performance-based conditions. Dividends with respect to restricted stock may be paid to the holder of the shares as and when dividends are paid to stockholders or at the time that the restricted stock vests, as determined by the Board of Directors. Dividend equivalent amounts may be paid with respect to restricted stock units either when cash dividends are paid to stockholders or when the units vest. Unless the Board of Directors determines otherwise, holders of restricted stock will have the right to vote the shares.

***Performance Shares and Performance Units***. The Board of Directors may award performance shares and/or performance units under the 2014 Plan. Performance shares and performance units are awards, denominated in either shares or U.S. dollars, which are earned during a specified performance period subject to the attainment of performance criteria, as established by the Board of Directors. The Board of Directors will determine the restrictions and conditions applicable to each award of performance shares and performance units.

***Effect of Certain Corporate Transactions***. The Board of Directors may, at the time of the grant of an award, provide for the effect of a change in control (as defined in the 2014 Plan) on any award, including (i) accelerating or extending the time periods for exercising, vesting in, or realizing gain from any award, (ii) eliminating or modifying the performance or other conditions of an award, or (iii) providing for the cash settlement of an award for an equivalent cash value, as determined by the Board of Directors. The Board of Directors may, in its discretion and without the need for the consent of any recipient of an award, also take one or more of the following actions contingent upon the occurrence of a change in control: (a) cause any or all outstanding options and stock appreciation rights to become immediately exercisable, in whole or in part; (b) cause any other awards to become non-forfeitable, in whole or in part; (c) cancel any option or stock appreciation right in exchange for a substitute option; (d) cancel any award of restricted stock, restricted stock units, performance shares or performance units in exchange for a similar award of the capital stock of any successor corporation; (e) redeem any restricted stock, restricted stock unit, performance share or performance unit for cash and/or other substitute consideration with a value equal to the fair market value of an unrestricted share of our common stock on the date of the change in control; (f) cancel any option or stock appreciation right in exchange for cash and/or other substitute consideration based on the value of our common stock on the date of the change in control, and cancel any option or stock appreciation right without any payment if its exercise price exceeds the value of our common stock on the date of the change in control; or (g) make such other modifications, adjustments or amendments to outstanding awards as the Board of Directors deems necessary or appropriate.

***Amendment, Termination***. The Board of Directors may amend the terms of awards in any manner not inconsistent with the 2014 Plan, provided that no amendment shall adversely affect the rights of a participant with respect to an outstanding award without the participant's consent. In addition, our board of directors may at any time amend, suspend, or terminate the 2014 Plan, provided that (i) no such amendment, suspension or termination shall materially and adversely affect the rights of any participant under any outstanding award without the consent of such participant and (ii) to the extent necessary to comply with any applicable law or stock exchange rule, the 2014 Plan requires us to obtain stockholder consent. Stockholder approval is required for any plan amendment that increases the number of shares of common stock available for issuance under the 2014 Plan or changes the persons or classes of persons eligible to receive awards.

**Tax Withholding**

As and when appropriate, we shall have the right to require each optionee purchasing shares of common stock and each grantee receiving an award of shares of common stock under the 2014 Plan to pay any federal, state or local taxes required by law to be withheld.

**Option Grants and Stock Awards**

The grant of options and other awards under the 2014 Plan is discretionary, and we cannot determine now the specific number or type of options or awards to be granted in the future to any particular person or group.

## PRINCIPAL STOCKHOLDERS

The following table sets forth the number of shares of common stock beneficially owned as of October 30, 2015 by:

- each of our stockholders who is known by us to beneficially own 5% or more of our common stock;
- each of our executive officers;
- each of our directors; and
- all of our directors and current executive officers as a group.

Beneficial ownership is determined based on the rules and regulations of the Commission. A person has beneficial ownership of shares if such individual has the power to vote and/or dispose of shares. This power may be sole or shared and direct or indirect. Applicable percentage ownership in the following table is based on 8,967,834 shares outstanding as of October 30, 2015. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock that are subject to options or warrants held by that person and exercisable as of, or within 60 days of, October 30, 2015. These shares, however, are not counted as outstanding for the purposes of computing the percentage ownership of any other person(s). Except as may be indicated in the footnotes to this table and pursuant to applicable community property laws, each person named in the table has sole voting and dispositive power with respect to the shares of common stock set forth opposite that person's name. Unless indicated below, the address of each individual listed below is c/o GrowGeneration Corp.. 503 North Main Street, Pueblo, Colorado 81003.

| Name of Beneficial Owner | Number of Shares Beneficially Owned | Percentage of Shares Beneficially Owned |
|---|---|---|
| Michael Salaman | 2,266,400[1] | 24.54% |
| Darren Lampert | 2,182,900[1] | 23.22% |
| Irwin Lampert | 1,516,400[1] | 16.42% |
| Jason Dawson | 233,320[1] | 2.56% |
| Jody Kane | 100,000[1] [2] | * |
| Stephen Aiello | 100,000[1] [2] | * |
| All Officers and Directors (6) | 6,399,020 | 66.74% |

* Less than 1%

[1] Includes 266,400 options issued to Michael Salaman, 432,900 options issued to Darren Lampert, 266,400 options issued to Irwin Lampert; 133,320 options issued to Jason Dawson, 50,000 options issued to Stephen Aiello and 50,000 options issued to Jody Kane under our 2014 Equity Incentive Plan. The first $100,000 of options issued to each of the above persons are intended to be ISOs and are exercisable at a price of $.66 per share. The balance of the options are NSOs and are exercisable at a price of $.60 per share.

[2] Represents 50,000 shares of common stock purchased in the Company's 2014 Private Placements at $.60 per share.

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Other than compensation arrangements for our named executive officers and directors, we describe below each transaction or series of similar transactions, since March 5, 2014 (inception), to which we were a party or will be a party, in which:

- the amounts involved exceeded or will exceed $120,000; and
- any of our directors, executive officers or holders of more than 5% of our capital stock, or any member of the immediate family of the foregoing persons, had or will have a direct or indirect material interest.

Compensation and indemnification arrangements for our named executive officers and directors are described in the section entitled "Executive and Director Compensation."

GrowGeneration Corp. was formed as a Colorado corporation on March 5, 2014. On March 6, 2014 the corporation adopted the 2014 Equity Inceptive Plan. To date, we have issued 650,000 options to our CEO, Darren Lampert; 400,000 options to our CFO, Irwin Lampert; 400,000 options to our President Michael Salaman; 200,000 options to our COO, Jason Dawson; 50,000 options to our director Jody Kane; 50,000 options to our director Steve Aiello, and 25,000 options to our employees. All of the options issued to date are exercisable at prices between $.60 and $.66 per share.

On March 15, 2014 we entered into an agreement to acquire the assets of a retail chain comprising of four stores in Southern Colorado operating under the name of Pueblo Hydroponics and Organics. On May 29, 2014, our wholly-owned subsidiary, GrowGeneration Colorado Corp., a Colorado corporation, completed the acquisition of the assets of Southern Colorado Garden Supply Corp. (d/b/a Pueblo Hydroponics and Organics). The purchase price was $499,976, consisting of $243,000 in goodwill and $273,000 in inventory, $35,000 in fixed assets, $5,286 in accounts receivable and $1,320 in prepaid expenses offset by $57,275 in accounts payable and $355 in customer deposits.

On February 15,2015, we opened our first non-acquired GrowGeneration store in Trinidad, Co. This store is 3,000 square feet and was initially stocked with $100,000 in inventory. Our lease obligation is $1,000 per month for the next 3 years.

In April, 2015, we acquired approximately $30,000 of inventory at cost from Green Growers, Inc., a retail store located in the state of Colorado. In connection therewith, we engaged the CEO of Green Growers, Inc. as a sales consultant for a period of two years. We will pay this individual a base fee of $1,200 per month during the first year and $600 per month during the second year of his consulting agreement, together with incentive compensation for any new business he generates, in an amount equal to 25% of the gross profit on all such goods and services that he generates. We also issued this consultant 10,000 five (5) year options, exercisable at a price of $.66 per share, as additional compensation under his consulting agreement.

In June 2015, we acquired approximately $68,000 of inventory at cost from Happy Grow Lucky, Inc., a retail store located in Conifer, Co. In connection therewith, we engaged the 2 principals as sales consultants for a period of one year. We will pay each sales consultant $420 per month, together with incentive compensation for any new business they generate, in an amount equal to 25% of the gross profit on all such goods and services that they generate. In addition, we executed a new 3 year lease for the premises in Conifer, Co. at a rate of $2400 per month.

On September 1, 2015, we signed a 5 year lease, at a rate of $ 3780 to open our Colorado Springs store.

On October 8, 2015, we completed an inventory purchase of approximately $169,000 of inventory at cost from Sweet Leaf Hydroponics Inc., a retail store located in Santa Rosa, Ca. In connection therewith, we are engaging one of the principals as a sales consultant for a period of one year and we will be signing a one year lease, with a three year option.

**2014 Private Placements**

Between March and April 2015, we raised $780,000 from the sale of 1,300,000 shares of our common stock to twenty (20) investors, at a price of $.60 per share. All securities sold in the 2014 Private Placements were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales.

**2015 Private Placement**

On March 12, 2015 we entered into an agreement with Cavu Securities LLC, a FINRA Member broker dealer (“Cavu”), pursuant to which we engaged Cavu on a non-exclusive basis to act as our lead placement agent for the sale of up to $4,200,000 of our Units. Each Unit was offered at a price of $.70 per Unit. Each Unit consisted of (i) one share of our common stock and (ii) one 5 year warrant to purchase one share of Common Stock at an exercise price of $0.70 per share. The Units were offered and sold on a “best-effort” basis. We sold a total of 2,465,001 Units in the 2015 Private Placement and realized gross proceeds of $1,725,501. We paid Cavu total compensation for its services of (i) $73,295 in commissions; (ii) five-year warrants (the “Placement Agent Warrants”) to purchase 142,800 shares of our common stock, at an exercise price equal to $0.70 per share; and (iii) 77,833 shares of our common stock.

We have agreed to indemnify Cavu to the fullest extent permitted by law, against certain liabilities that may be incurred in connection with the 2015 Private Placement, including certain civil liabilities under the Securities Act, and, where such indemnification is not available, to contribute to the payments such FINRA Members may be required to make in respect of such liabilities. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the Placement Agent, pursuant to the foregoing provisions or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

**Indemnification Agreements**

We have entered into indemnification agreements with each of our current directors and executive officers. The indemnification agreements provide for indemnification against expenses, judgments, fines and penalties actually and reasonably incurred by an indemnitee in connection with threatened, pending or completed actions, suits or other proceedings, subject to certain limitations. The indemnification agreements also provide for the advancement of expenses in connection with a proceeding prior to a final, nonappealable judgment or other adjudication, provided that the indemnitee provides an undertaking to repay to us any amounts advanced if the indemnitee is ultimately found not to be entitled to indemnification by us. The indemnification agreement set forth procedures for making and responding to a request for indemnification or advancement of expenses, as well as dispute resolution procedures that will apply to any dispute between us and an indemnitee arising under the Indemnification Agreements.

## DESCRIPTION OF CAPITAL STOCK

Our current Certificate of Incorporation authorizes us to issue:

- 100,000,000 shares of common stock, par value $0.001 per share.

As of October 30, 2015, there were 8,967,834 shares of common stock outstanding. The number of shares of common stock outstanding as of October 30, 2015 does not include (i) 2,465,001 shares of common stock issuable upon the exercise of warrants; (ii) shares of our common stock issuable upon the exercise of 1,780,000 outstanding stock options; and (iii) 142,800 warrants issued to the Placement Agent in connection with our 2015 Private Placement pursuant to which it can acquire 142,800 shares of our common stock at a purchase price of $.70 per share.

The following statements are summaries only of the material provisions of our authorized capital stock and are qualified in their entirety by reference to our Certificate of Incorporation, which is filed as an exhibit to the registration statement of which this prospectus forms a part.

**Common Stock**

*Voting.* The holders of our common stock are entitled to one vote for each share held of record on all matters on which the holders are entitled to vote (or consent to).

*Dividends.* The holders of our common stock are entitled to receive, ratably, dividends only if, when and as declared by our Board of Directors out of funds legally available therefor and after provision is made for each class of capital stock having preference over the common stock (including the common stock).

*Liquidation Rights.* In the event of our liquidation, dissolution or winding-up, the holders of our common stock are entitled to share, ratably, in all assets remaining available for distribution after payment of all liabilities and after provision is made for each class of capital stock having preference over the common stock (including the common stock).

*Conversion Rights.* The holders of our common stock have no conversion rights.

*Preemptive and Similar Rights.* The holders of our common stock have no preemptive or similar rights.

*Redemption/Put Rights.* There are no redemption or sinking fund provisions applicable to the common stock. All of the outstanding shares of our common stock are fully-paid and nonassessable.

*Transfer Restrictions.* Shares of our common stock are subject to transfer restrictions. See “Restrictions on the Transfer of Securities.”

**Warrants**

As of October 30, 2015, we had outstanding warrants to purchase an aggregate of 2,607,801 shares of common stock at an exercise price of $.70 per share (inclusive of 142,800 options issued to the Placement Agent in connection with the 2015 Private Placement).

Each Warrant entitles the holder to purchase one share of Common Stock at a purchase price of $0.70 during the five (5) year period commencing on the issuance of the Warrants. The exercise price and number of shares of Common Stock issuable on exercise of the Warrants may be adjusted in certain circumstances including in the event of a stock dividend, or our recapitalization, reorganization, merger or consolidation. No fractional shares will be issued upon exercise of the Warrants. If, upon exercise of the Warrants, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round up to the nearest whole number, the number of shares of Common Stock to be issued to the Warrant holder. Each Warrant may be redeemed by the Company at any time, following a period of any 20 of the 30 consecutive trading days in which the closing sales price of the Common Stock equals or exceeds 150% the then exercise price of the Warrant, on notice to the holder and at a redemption price of $0.001 per warrant share; provided the resale of the Warrant Shares has been registered under the Securities Act or are otherwise freely tradable. Such notice shall specify, among other things, that payment of the redemption price will be made upon surrender of the Warrant, and that if the Warrant is not exercised by the close of business on the date fixed for redemption, which shall be not less than 30 days prior to the date fixed for redemption, the exercise rights of the Warrant shall expire unless extended by the Company.

**Options**

As of October 30, 2015, we had outstanding options to purchase an aggregate of 1,780,000 shares of our common stock with exercise prices ranging from $0.60 to $.66 per share.

**Registration Rights**

In connection with the 2014 Private Placements and the 2015 Private Placement, we granted registration rights to the private placement investors, wherein we agreed to file a registration statement covering the resale of the shares of common stock and the shares of common stock underlying the warrants (issued in the 2015 Private Placement). We are have agreed to use commercially reasonable efforts to have the registration statement declared effective within ninety (90) days after the registration statement is filed (the "Effectiveness Deadline").

We shall keep the registration statement “evergreen” for one (1) year from the date it is declared effective by the Commission or until Rule 144 of the Securities Act is available to the holders of registrable securities purchased in the 2014 Private Placements and the 2015 Private Placement with respect to all of their shares, whichever is earlier. We will pay all costs and expenses incurred by us in complying with our obligations to file registration statements pursuant to the registration rights agreement.

**Transfer Agent and Registrar**

VStock is the transfer agent and registrar for our common stock.

**Quotation of Securities**

We intend to seek to have a broker-dealer file a Form 211 in order to have our common stock quoted on the OTC Bulletin Board and/or OTCQB. It is anticipated that our common stock will be quoted on the OTC Bulletin Board and/or OTCQB on or promptly after the date of this prospectus, provided, however, that is no assurance that our common stock will actually be approved and quoted on the OTC Bulletin Board or OTCQB.

## SELLING STOCKHOLDERS

The following table sets forth information as of the date of this prospectus, to our knowledge, about the beneficial ownership of our common stock by the selling stockholders both before and immediately after the offering.

All of the selling stockholders received their securities in: (i) our formation, (ii) 2014 Private Placements; and/or (iii) the 2015 Private Placement, in each case prior to the initial filing date of the registration statement of which this Prospectus is a part. We believe that the selling stockholders have sole voting and investment power with respect to all of the shares of common stock beneficially owned by them unless otherwise indicated. We believe that all securities purchased by broker-dealers or affiliates of broker-dealers were purchased by such persons and entities in the ordinary course of business and at the time of purchase, such purchasers did not have any agreements or understandings, directly or indirectly, with any person to distribute such securities.

The percent of beneficial ownership for the selling stockholders is based on 8,967,834 shares of common stock outstanding as of the date of this prospectus. Warrants to purchase shares of our common stock held by certain investors that are currently exercisable or exercisable within 60 days of the date of this prospectus are considered outstanding and beneficially owned by such investors for the purpose of computing the percentage ownership of their respective percentage ownership but are not treated as outstanding for the purpose of computing the percentage ownership of any other stockholder. Unless otherwise stated below, to our knowledge, none of the selling stockholders has had a material relationship with us other than as a stockholder at any time within the past three years or has ever been one of our officers or directors.

Pursuant to Rules 13d-3 and 13d-5 of the Exchange Act, beneficial ownership includes any shares of our common stock as to which a stockholder has sole or shared voting power or investment power, and also any shares of our common stock which the stockholder has the right to acquire within 60 days, including upon exercise of warrants to purchase shares of our common stock.

The shares of common stock being offered pursuant to this prospectus may be offered for sale from time to time during the period the registration statement of which this prospectus is a part remains effective, by or for the account of the selling stockholders. After the date of effectiveness, the selling stockholders may have sold or transferred, in transactions covered by this prospectus or in transactions exempt from the registration requirements of the Securities Act, some or all of their common stock.

Information about the selling stockholders may change over time. Any changed information will be set forth in an amendment to the registration statement or supplement to this prospectus, to the extent required by law.

| | Shares Beneficially Owned as of the date of this Prospectus[1] | | | Shares Offered by this Prospectus[1] | Shares Beneficially Owned After the Offering[1][2] | |
|---|---|---|---|---|---|---|
| Name of Selling Stockholder | Number Shares | Warrants | Percent | | Number | Percent |
| Darryl H. Aarons | 50,000 | | | 50,000 | 0 | 0 |
| Aiello Family Trust | 50,000 | | | 50,000 | 0 | 0 |
| Jan Arnett | 50,000 | | | 50,000 | 0 | 0 |
| Clifford Berger | 50,000 | | | 50,000 | 0 | 0 |
| David Cohen | 100,000 | | | 100,000 | 0 | 0 |
| William B. Deakins | 100,000 | | | 100,000 | 0 | 0 |
| Vivek R. Dave | 50,000 | | | 50,000 | 0 | 0 |
| Shawn German | 50,000 | | | 50,000 | 0 | 0 |
| Kelly John Frederick | 50,000 | | | 50,000 | 0 | 0 |
| Kurt Hughes | 50,000 | | | 50,000 | 0 | 0 |
| Jody Kane | 50,000 | | | 50,000 | 0 | 0 |
| Jonathan Lichter | 50,000 | | | 50,000 | 0 | 0 |
| Kevin F. McGrath | 175,000 | 50,000 | | 225,000 | 0 | 0 |
| Myron Perlstein | 50,000 | | | 50,000 | 0 | 0 |
| Jonathan Rahn | 50,000 | | | 50,000 | 0 | 0 |
| Steven Rosen | 50,000 | | | 50,000 | 0 | 0 |
| Steven Salaman | 100,000 | | | 100,000 | 0 | 0 |
| John Maher | 100,000 | | | 100,000 | 0 | 0 |
| Barbara Lampert | 50,000 | | | 50,000 | 0 | 0 |
| Mark Berger | 75,000 | | | 75,000 | 0 | 0 |
| Robert Ayerle | 265,000 | 265,000 | | 530,000 | 0 | 0 |
| Stephen Siegel | 265,000 | 265,000 | | 530,000 | 0 | 0 |
| Robert Donnelly | 265,000 | 265,000 | | 530,000 | 0 | 0 |
| Steven and Kathleen Salvo | 50,000 | 50,000 | | 100,000 | 0 | 0 |
| David Patterson | 50,000 | 50,000 | | 100,000 | 0 | 0 |
| Neil Druks | 100,000 | 100,000 | | 200,000 | 0 | 0 |
| Ben Nickolls | 125,000 | 125,000 | | 250,000 | 0 | 0 |
| John Nickoll Martial Trust | 205,000 | 205,000 | | 410,000 | 0 | 0 |
| Rocco Basile | 50,000 | 50,000 | | 100,000 | 0 | 0 |
| Daniel Waldman | 142,858 | 142,858 | | 285,716 | 0 | 0 |
| Christine Armstrong | 70,000 | 70,000 | | 140,000 | 0 | 0 |
| Brett Nesland | 100,000 | 100,000 | | 200,000 | 0 | 0 |
| Don Stangel | 100,000 | 100,000 | | 200,000 | 0 | 0 |
| Roger Lobo | 35,714 | 35,714 | | 71,428 | 0 | 0 |
| Don Allon | 50,000 | 50,000 | | 100,000 | 0 | 0 |
| Robert Yosaitis | 214,286 | 214,286 | | 428,572 | 0 | 0 |
| Ron Rech | 100,000 | 100,000 | | 200,000 | 0 | 0 |
| Ray Klein | 71,429 | 71,429 | | 142,858 | 0 | 0 |
| JJS Associates,LP | 100,000 | 100,000 | | 200,000 | 0 | 0 |
| Mitchell Baruchowitz | 20,000 | 20,000 | | 40,000 | 0 | 0 |
| Andrew Fox | 35,714 | 35,714 | | 71,428 | 0 | 0 |
| Total | 3,765,001 | 2,465,001 | | 6,230,001 | 0 | 0 |

* Less than 1%.

[1] Share numbers include shares underlying warrants held by the selling stockholder.

[2] Assumes the sale of all shares offered pursuant to this prospectus.

[3] Share numbers include shares of common stock issuable upon exercise of options that are exercisable within sixty days of October 30, 2015.

## PLAN OF DISTRIBUTION

The selling stockholders, which term as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions.

The selling stockholders may sell some or all of their shares at a fixed price of $.60 per share until our shares are quoted on the OTC Bulletin Board and/or OTCQB Market and thereafter at prevailing market prices or privately negotiated prices. Prior to being quoted on the OTC Bulletin Board and/or OTCQB Market, shareholders may sell their shares in private transactions to other individuals.

Our common stock is not listed or traded on any public exchange, and we have not applied for listing or quotation on any exchange. We are seeking sponsorship for the quotation of our common stock on the OTC Bulletin Board and/or OTCQB Market. In order to be quoted on the OTC Bulletin Board and/or OTCQB Market, a market maker must file an application on our behalf in order to make a market for our common stock. There can be no assurance that a market maker will agree to file the necessary documents with FINRA, nor can there be any assurance that such an application for quotation will be approved. There is further no assurance that an active trading market for our shares will develop, or, if developed, that it will be sustained. In the absence of a trading market or an active trading market, investors may be unable to liquidate their investment.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- privately negotiated transactions;
- short sales;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus; provided, however, that prior to any such transfer the following information (or such other information as may be required by the federal securities laws from time to time) with respect to each such selling beneficial owner must be added to the prospectus by way of a prospectus supplement or post-effective amendment, as appropriate: (1) the name of the selling beneficial owner; (2) any material relationship the selling beneficial owner has had within the past three years with us or any of our predecessors or affiliates; (3) the amount of securities of the class owned by such beneficial owner before the offering; (4) the amount to be offered for the beneficial owner’s account; and (5) the amount and (if one percent or more) the percentage of the class to be owned by such beneficial owner after the offering is complete.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering, provided, however, we will receive proceeds from the exercise of the warrants held by certain investors.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act of 1933, provided that they meet the criteria and conform to the requirements of that rule.

The selling stockholders and any underwriters, broker-dealers or agents, or their affiliates, that participate in the sale of the common stock or interests therein are "underwriters" within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are "underwriters" within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

The maximum amount of compensation to be received by any FINRA member or independent broker-dealer for the sale of any securities registered under this prospectus will not be greater than 8.0% of the gross proceeds from the sale of such securities.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

## MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

**Market Information**

There is no public trading market on which our common stock is traded. Among other matters, in order for our common stock to become OTCBB/OTCQB eligible, a FINRA-member broker/dealer must file a Form 211 with FINRA and commit to make a market in our securities once the Form 211 is approved by FINRA. As of the date of this prospectus, the Form 211 has not been filed with FINRA. There is no assurance that our common stock will be included on the OTCBB/OTCQB.

The shares of common stock registered hereby can be sold by selling stockholders at a fixed price of $.60 per share until our shares are quoted on the OTC Bulletin Board and/or OTCQB Market and thereafter at prevailing market prices or privately negotiated prices. We determined such fixed price based on the highest price at which shares of our common stock were sold in our previous private placements.

We can offer no assurance that an active public market in our shares will develop or be sustained. Future sales of substantial amounts of our shares in the public market could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through the sale of our equity securities.

**Holders**

As of the date of this prospectus, there are 52 record holders of our common stock.

## LEGAL MATTERS

The validity of the securities offered in this prospectus is being passed upon for us by Robinson & Cole, LLP.

## EXPERTS

The consolidated financial statements of GrowGeneration Corp. appearing in this prospectus and related registration statement have been audited by Connolly Grady & Cha, LLP, an independent registered public accounting firm, as set forth in their report thereon and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

## DISCLOSURE OF COMMISSION POSITION OF INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Our directors and officers are indemnified to the fullest extent permitted under Colorado law. We may also purchase and maintain insurance which protects our officers and directors against any liabilities incurred in connection with their service in such a capacity, and such a policy may be obtained by us in the future.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer or controlling person of ours in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act, with respect to the common stock offered by this prospectus. This prospectus, which is part of the registration statement, omits certain information, exhibits, schedules and undertakings set forth in the registration statement. For further information pertaining to us and our common stock, reference is made to the registration statement and the exhibits and schedules to the registration statement. Statements contained in this prospectus as to the contents or provisions of any documents referred to in this prospectus are not necessarily complete, and in each instance where a copy of the document has been filed as an exhibit to the registration statement, reference is made to the exhibit for a more complete description of the matters involved.

You may read and copy all or any portion of the registration statement without charge at the office of the SEC at the Public Reference Room at Station Place, 100 F Street, N.E., Washington, D.C. 20549. Copies of the registration statement may be obtained from the SEC at prescribed rates from the Public Reference Section of the SEC at such address. In addition, registration statements and certain other filings made with the SEC electronically are publicly available through the SEC's web site at *http://www.sec.gov*. The registration statement, including all exhibits and amendments to the registration statement, has been filed electronically with the SEC.

Contemporaneously with the effectiveness of the registration statement of which this prospectus is a part, we will become subject to the information and periodic reporting requirements of the Exchange Act and, accordingly, will file annual reports containing financial statements audited by an independent public accounting firm, quarterly reports containing unaudited financial data, current reports, and other information with the Securities and Exchange Commission. You will be able to inspect and copy such periodic reports, and other information at the SEC's public reference room, and the web site of the SEC referred to above.

**GROWGENERATION, CORP.**

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GrowGeneration Corp
and Subsidiary

Consolidated Financial Statements

September 30, 2015
(Unaudited)

GrowGeneration Corp and Subsidiary
September 30, 2015

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GrowGeneration Corp and Subsidiary
Consolidated Balance Sheet
September 30, 2015
Unaudited

Assets

| | |
|---|---|
| Current Assets | |
| Cash and cash equivalents | $ 475,261 |
| Accounts receivable, net of allowance of $2,887 | 22,544 |
| Employee advances | 5,671 |
| Inventory | 992,825 |
| Prepaid expenses | 11,387 |
| Total Current Assets | 1,507,688 |
| | |
| Fixed Assets | |
| Furniture and equipment | 182,435 |
| Accumulated depreciation | (13,076) |
| Total Fixed Assets, Net | 169,359 |
| | |
| Other Assets | |
| Deferred income taxes | 116,862 |
| Security deposits | 21,930 |
| Goodwill | 210,600 |
| Total Other Assets | 349,392 |
| | |
| Total Assets | $ 2,026,439 |

Liabilities and Stockholders' Equity

| | |
|---|---|
| Current Liabilities | |
| Current maturities of long-term debt | $ 5,986 |
| Accounts payable | 242,639 |
| Short term borrowings | 1,540 |
| Customer deposits | 3,070 |
| Payroll liabilities | 38,636 |
| Sales tax payable | 17,582 |
| Total Current Liabilities | 309,453 |
| | |
| Long-Term Debt – net of current portion | 19,408 |
| | |
| Stockholders' Equity | |
| Common stock .001 par value, 100,000,000 shares authorized: 7,671,428 shares issued and outstanding at September 30, 2015 | 7,671 |
| Additional paid in capital | 1,920,912 |
| Retained deficit | (231,005) |
| Total Equity | $ 1,697,578 |
| | |
| Total Liabilities and Stockholders' Equity | $ 2,026,439 |

See notes to unaudited consolidated financial statements.

GrowGeneration Corp and Subsidiary
Consolidated Statement of Operations
For the Nine Months Ended September 30, 2015
Unaudited

| | |
|---|---|
| Revenues | |
| Sales | $ 2,330,773 |
| Cost of sales | (1,503,339) |
| Gross profit | 827,434 |
| Expenses | |
| Advertising and promotion | 25,469 |
| Alarm and security | 2,335 |
| Amortization | 18,225 |
| Automobile expenses | 10,261 |
| Bad debt | 1,369 |
| Bank service charges | 5,023 |
| Cash (over) short | (866) |
| Credit card fees | 18,542 |
| Computer and internet expenses | 10,271 |
| Depreciation expense | 9,507 |
| Insurance expense | 5,724 |
| License and permits | 513 |
| Meals and entertainment | 12,953 |
| Office supplies | 10,312 |
| Officer salary | 126,500 |
| Payroll, payroll tax and benefits | 318,952 |
| Postage and delivery | 747 |
| Professional fees | 113,346 |
| Rent expense | 64,050 |
| Repairs and maintenance | 3,397 |
| Stock compensation | 75,000 |
| Stock option compensation | 64,750 |
| Supplies | 3,949 |
| Telephone expense | 9,672 |
| Travel expense | 25,116 |
| Utilities | 22,823 |
| Total Expense | 957,940 |
| Net (loss) from operations | (130,506) |
| Other Income (Expense) | |
| Start up costs | (11,220) |
| Interest | (2,311) |
| Total other income (expense) | (13,531) |
| Net (Loss) before income taxes | (144,037) |
| Income Tax Benefit | 47,903 |
| Net Loss | ($ 96,134) |
| Loss per common share | (.01) |

See notes to unaudited consolidated financial statements.

GrowGeneration Corp and Subsidiary
Consolidated Statement of Cash Flows
For the Nine Months Ended September 30, 2015
Unaudited

| | |
|---|---|
| Cash Flows from Operating Activities: | |
| Net (loss) | ($ 96,134) |
| Adjustments to reconcile net loss to net cash (used in) operating activities: | |
| Depreciation | 9,507 |
| Amortization of Goodwill | 18,225 |
| Deferred income taxes | (47,903) |
| Stock compensation | 75,000 |
| Stock option compensation | 64,750 |
| (Increase) decrease in: | |
| Accounts receivable | (13,846) |
| Employee advances | (5,671) |
| Inventory | (646,541) |
| Prepaid expenses | (5,517) |
| Security deposits | (13,840) |
| Increase (decrease) in: | |
| Accounts payable | 74,874 |
| Customer deposits | (5,180) |
| Payroll liabilities | 21,629 |
| Sales tax payable | 8,296 |
| Net Cash Flow (Used In) Operating Activities | (562,351) |
| Cash Flows from Investing Activities: | |
| Acquisition of furniture and equipment | (144,911) |
| Net Cash Flow (Used In) Investing Activities | (144,911) |
| Cash Flows from Financing Activities: | |
| Payment on short term borrowing | (5,930) |
| Proceeds (payments) from long-term debt, net | 25,394 |
| Issuance of common stock | 1,052,500 |
| Net Cash Flow Provided by Financing Activities | 1,071,964 |
| Net Increase in Cash and Cash Equivalents | 364,702 |
| Cash and Cash Equivalents at Beginning of Year | 110,559 |
| Cash and Cash Equivalents at End of Year | $ 475,261 |
| Supplemental Information: | |
| Interest paid during the year | $ 1,951 |
| Taxes paid during the year | $ -0- |

See notes to unaudited consolidated financial statements.

GrowGeneration Corp and Subsidiary
Consolidated Statement of Changes in Stockholders' Equity
For the Nine Months Ended September 30, 2015
Unaudited

| | Common Stock | | Additional Paid-In | Retained | Total Stockholders' |
|---|---|---|---|---|---|
| | Shares | Amount | Capital | Earnings | Equity |
| Balances, December 31, 2014 | 6,000,000 | 6,000 | 730,333 | (134,871) | 601,462 |
| Issuance of common stock at $.60 per share | 300,000 | 300 | 179,700 | | 180,000 |
| Issuance of common stock at $.70 per share | 1,246,428 | 1,246 | 871,254 | | 872,500 |
| Stock option expense | | | 64,750 | | 64,750 |
| Stock compensation at $.60 per share | 125,000 | 125 | 74,875 | | 75,000 |
| Net (loss) | | | | (96,134) | (96,134) |
| Balances, September 30, 2015 | 7,671,428 | $ 7,671 | $ 1,920,912 | ($ 231,005) | $ 1,697,578 |

See notes to unaudited consolidated financial statements.

GrowGeneration Corp and Subsidiary
Notes to the Unaudited Consolidated Financial Statements
September 30, 2015

1. NATURE OF OPERATIONS

GrowGeneration Corp (the "Company") was incorporated on March 6, 2014 in Colorado under the name of Easylife Corp and changed its name to GrowGeneration Corp. It maintains its principal office in Pueblo, Colorado.

GrowGeneration Corp is engaged in the business of owning and operating retail hydroponic and organic specialty gardening retail stores through wholly owned subsidiary. It currently owns GrowGeneration Pueblo Corp which purchased 4 retail hydroponic stores in Pueblo and Canon City, Colorado on May 30, 2014. The Company is actively engaged in seeking to acquire additional hydroponic retail stores.

Subsequent Events

The Company has evaluated events and transactions occurring subsequent to September 30, 2015, for items that should potentially be recognized or disclosed in these consolidated financial statements. The evaluation was conducted through the date these consolidated financial statements were issued.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation

The Company's financial statements are prepared on the accrual method of accounting. The accounting and reporting policies of the Company conform with generally accepted accounting principles (GAAP). The consolidated financial statements of the Company include the accounts of GrowGeneration Pueblo Corp. Intercompany balances and transactions are eliminated in consolidation.

Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported revenues and expenses during the reporting period. Actual results could vary from the estimates that were used.

Revenue Recognition

Revenue on product sales is recognized upon delivery or shipment. Customer deposits/layaway sales are not reported as income unit final payment is received and the merchandise is delivered.

Accounts Receivable

Accounts receivable are stated at the amount the Company expects to collect from balances outstanding at year-end. Based on the Company's assessment of the credit history with customers having outstanding balances and current relationships with them. At September 30, 2015, the Company established an allowance for doubtful accounts of $2,887.

GrowGeneration Corp and Subsidiary
Notes to the Unaudited Consolidated Financial Statements
September 30, 2015

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Expenditures for maintenance and repairs are charged against operations. Renewals and betterment that materially extend the life of the asset are capitalized. Depreciation of property and equipment is provided on the straight-line method for financial reporting purposes at rates based on the following estimated useful lives:

| | Estimated Lives |
|---|---|
| Vehicle | 5 years |
| Furniture and fixtures | 5-7 years |
| Computers and equipment | 3-5 years |
| Leasehold improvements | 10 years |

For federal income tax purposes, depreciation is computed using the accelerated cost recovery system and the modified accelerated cost recovery system.

Income Taxes

The Company accounts for income taxes in accordance with FASB ASC 740, Income Taxes, which requires the recognition of deferred income taxes for differences between the basis of assets and liabilities for financial statement and income tax purposes. The differences relate principally to depreciation of property and equipment, reserve for obsolete inventory and bed debt. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled. Deferred taxes are also recognized for operating losses that are available to offset future taxable income. Valuation allowances are established to reduce deferred tax assets to the amount expected to be realized.

The Company adopted the provisions of FASB ASC 740-10-25, which prescribes a recognition threshold and measurement attribute for the recognition and measurement of tax positions taken or expected to be taken in income tax returns. FASB ASC 740-10-25 also provides guidance on de-recognition of income tax assets and liabilities, classification of current and deferred income tax assets and liabilities, and accounting for interest and penalties associated with tax positions. The Company’s tax returns are subject to tax examinations by U.S. federal and state authorities until respective statute of limitation. Currently, the 2014 tax year is open and subject to examination by taxing authorities. However, the Company is not currently under audit nor has the Company been contacted by any of the taxing authorities. The Company does not have any accruals for uncertain tax positions as of September 30, 2015. It is not anticipated that unrecognized tax benefits would significantly increase or decrease within 12 months of the reporting date.

Presentation of Sales Taxes

The Company is required to collect sales tax for the State of Colorado, City of Pueblo, City of Canon City, Pueblo County and Fremont County, ranging from 3.9% to 7.4% on the Company's sales to nonexempt customers. The Company collects that sales tax from customers and remits the entire amount to the corresponding taxing authorities. The Company's accounting policy is to exclude the tax collected and remitted from revenue and cost of sales.

GrowGeneration Corp and Subsidiary
Notes to the Unaudited Consolidated Financial Statements
September 30, 2015

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

The Company expenses all advertising and promotional costs when incurred. Advertising and promotional expenses for the period ended September 30, 2015 amounted to $25,469.

Freight and Shipping

It is the Company's policy to classify freight and shipping costs as part of cost of sales. Total freight and shipping costs for the nine months ended September 30, 2015 was $13,419.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all unrestricted highly liquid investments with a maturity of three months or less when acquired to be cash equivalents.

Goodwill

Goodwill represents the excess of acquisition costs over the fair value of net tangible and intangible assets acquired in connection with an acquisition. The Company accounts for goodwill in accordance with the provisions of FASB Accounting Standards Update (ASU) 2014-02, Intangibles – Goodwill and Other (Topic 350) Accounting for Goodwill. The carrying value of goodwill is tested for impairment at least annually and goodwill is amortized over 10 years.

Inventory

Inventory consists primarily of gardening supplies and materials and is recorded at the lower of cost (first-in, first-out method) or market.

3. RECENT ACCOUNTING PRONOUNCEMENTS

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers, which provides guidance for revenue recognition. ASU 2014-09 will supersede and replace nearly all existing U.S. GAAP revenue recognition guidance. ASU 2014-09 establishes a new control-based revenue recognition model, changes the basis for deciding when revenue is recognized over time or at a point of time, provides new and more detailed guidance on specific topics and expands and improves disclosures about revenue. The guidance in ASU 2014-09 is effective for public entities for annual reporting periods beginning after December 15, 2016. Non public entities are required to apply the guidance for annual periods beginning after December 15, 2017. Early application is not permitted for public entities. The Company is currently evaluating the impact the adoption of ASU 2014-09 will have on the Company's financial statements and disclosures.

GrowGeneration Corp and Subsidiary
Notes to the Unaudited Consolidated Financial Statements
September 30, 2015

4. LEASE COMMITMENTS

The Company leases its store facilities under operating leases ranging from $850 to $2,400 per month. The following is a schedule of future minimum rental payments required under the term of the operating leases as of September 30, 2015:

| Year Ending December 31, | Amount |
|---|---|
| 2015 (3 months) | $ 26,500 |
| 2016 | 153,510 |
| 2017 | 147,740 |
| 2018 | 111,120 |
| 2019 | 93,500 |
| Thereafter | 52,800 |
| | $ 585,170 |

Rent expense under all operating leases for the nine months ended September 30, 2015 was $64,050.

5. OTHER COMMITMENTS

Effective May 2014, the Company entered into employment agreements with 2 shareholders of the Company. The agreements require payment of monthly wages and benefits. The maximum compensation for wages under these agreements is approximately $200,000. These agreements expire May 2017.

Effective May 2015, the Company entered into a 2 year consulting agreement with an individual. The agreement requires payment of $1,200 per month for the first year and $600 per month for the second year, together with incentive compensation for any new business generated in an amount equal to 25% gross profit on all such business.

Effective June 2015, the Company entered into a 1 year consulting agreement with two individuals. The agreement requires for each consultant payment of $420 per month together with incentive compensation for any new business generated in an amount equal to 25% gross profit on such business.

6. INCOME TAXES

The Company is subject to federal income tax and Colorado and New York state income tax.

The Company and subsidiaries file a consolidated federal income tax return. The Company’s consolidated provision for income taxes for the nine months ended September 30, 2015 consists of the following:

GrowGeneration Corp and Subsidiary
Notes to the Unaudited Consolidated Financial Statements
September 30, 2015

6. INCOME TAXES (Continued)

Income Tax Expense (benefit)

| | | |
|---|---|---|
| Current federal tax expense | | |
| Federal | $ | -0- |
| State | | -0- |
| Deferred tax (benefit) | | |
| Federal | | (41,009) |
| State | | (6,894) |
| Total | ($ | 47,903) |

The consolidated provision for income taxes for the nine months ended September 30, 2015 differs from that computed by applying federal statutory rates to income before federal income tax expense, as indicated in the following analysis:

| | | |
|---|---|---|
| Expected federal tax provision (benefit) at 30% rate. | ($ | 43,211) |
| Meals and entertainment | | 2,202 |
| State income tax | | (6,894) |
| Total income tax (benefit) | ($ | 47,903) |
| Effective tax rate (benefit) | | (33.3%) |

A summary of deferred tax assets and liabilities as of September 30, 2015 is as follows:

| | | |
|---|---|---|
| Deferred tax assets: | | |
| Reserve for inventory obsolescence | $ | 4,675 |
| Reserve for bad debt | | 1,000 |
| Stock option compensation | | 51,912 |
| Federal tax loss carryforward | | 54,635 |
| State tax loss carryforward | | 9,105 |
| Total deferred tax assets | | 121,327 |
| Deferred tax liabilities: | | |
| Accumulated depreciation and amortization | | (4,465) |
| Total deferred tax liabilities | | (4,465) |
| NET DEFERRED TAX ASSETS | $ | 116,862 |

As of September 30, 2015, the Company had approximately $182,115 federal and state net operating loss carryforwards, which result in a deferred tax asset of $63,740, expiring in 2034 and 2035.

GrowGeneration Corp and Subsidiary
Notes to the Unaudited Consolidated Financial Statements
September 30, 2015

7. LONG-TERM DEBT

Long-term debt consists of the following at September 30, 2015:

| | | |
|---|---|---|
| Note payable to Hitachi Capital America Corp. secured by equipment payable in 48 monthly payments of $631.13 including interest at 7% payable through July 2019 | $ | 25,394 |
| Less current | | 5,986 |
| | $ | 19,408 |

Future maturities of long-term debt for the period ended September 30 is as follows:

| | | |
|---|---|---|
| 2016 | $ | 5,986 |
| 2017 | | 6,418 |
| 2018 | | 6,882 |
| 2019 | | 6,108 |
| | $ | 25,394 |

8. STOCK OPTIONS

On March 6, 2014, the Company's Board of Directors (the "Board") approved the 2014 Equity Incentive stock plan pursuant to which the Company may grant incentive and non-statutory options to employees, nonemployee members of the Board, consultants and other independent advisors who provide services to the Corporation. The maximum shares of common stock which may be issued over the term of the plan shall not exceed 2,500,000 shares. Awards under this plan are made by the Board or a committee of the Board. Options under the plan are to be issued at the market price of the stock on the day of the grant except to those issued to holders of 10% or more of the Company's common stock which is required to be issued at a price not less than 110% of the fair market value on the day of the grant. Each option is exercisable at such time or times, during such period and for such numbers of shares shall be determined by the Plan Administrator. However, no option shall have a term in excess of 5 years from the date of grant.

On March 6, 2014, the Company issued 650,000 options to its CEO, Darren Lampert, issued 400,000 options to its CFO, Irwin Lampert, issued 400,000 options to its President, Michael Salaman and issued 200,000 options to its COO, Jason Dawson exercisable at prices between $.60 and $.66 per share. On May 12, 2014, the Company issued 50,000 options to its director, Jody Kane and on May 14, 2014, the Company issued 50,000 options to its director, Steve Aiello, exercisable at prices between $.60 and $.66 per share. On July 7, 2014, the Company issued 100,000 options to 8 of its employees, exercisable at prices between $.60 and $.66 per share. The optionsvest 1/3 immediately, 1/3 one year after date of issuance and 1/3 two years after date of issuance. On April 2015, the Company issued 10,000 options to a consultant exercisable at $.60 per share. The options vest over a five year period. Compensation expense recorded for the nine months ended September 30, 2015 was $64,750.

GrowGeneration Corp and Subsidiary
Notes to the Unaudited Consolidated Financial Statements
September 30, 2015

9. STOCKHOLDERS' EQUITY

Common Stock

There are currently 7,671,428 shares of .001 par value common stock issued and outstanding. Five million shares were issued to its founders on the formation of the company. 1,300,000 shares were issued at 60 cents per share to 20 individuals in a private placement which was completed on May 29, 2015. 1,246,428 shares were issued at 70 cents as of September 30, 2015 and 125,000 shares were issued to employees at September 30, 2015.

10. EARNINGS PER SHARE

The following table sets forth the composition of the weighted average shares (denominator) used in the basic and dilutive earnings per share computation for nine months ended September 30, 2015.

| | |
|---|---|
| Net Loss | ($ 96,134) |
| Weighted average share outstanding basic | 6,723,810 |
| Effect of dilutive common stock equivalents | |
| Adjusted weighted average shares outstanding – dilutive | 6,723,810 |
| Basic loss per share | ($ .01) |
| Dilutive loss per share | ($ .01) |

The effect of the 1,850,000 stock option outstanding as of September 30, 2015 is antidilutive and therefore not presented in the above table.

11. SUBSEQUENT EVENTS

On September 25, 2015 the Company formed GrowGeneration California Corp. to own its California based operations.

On October 28, 2015, GrowGeneration California Corp acquired the inventory and fixed assets of an existing store for $194,000 and began operating its eighth store in Santa Rosa, California. The store is approximately 3,000 square feet.

On October 31, 2015, the Company closed on the 2015 private placement to which they sold 2,465,001 units to 25 accredited investors at a price of $.70 per unit, with each unit consisting of one share of common stock and one warrant to purchase one share of common stock at an exercise price of $.70 per share. The warrants have a five year life for gross proceeds of $1,725,500.

GrowGeneration Corp
and Subsidiary

Consolidated Financial Statements

From Inception March 6, 2014
Through December 31, 2014

GrowGeneration Corp and Subsidiary
December 31, 2014

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
GrowGeneration Corp
503 N. Main Street – Suite 740
Pueblo, Colorado 81003

We have audited the accompanying consolidated balance sheet of GrowGeneration Corp and Subsidiary as of December 31, 2014, and the related statements of operations, comprehensive income, stockholders' equity, and cash flows for the period from inception March 6, 2014 through December 31, 2014. GrowGeneration Corp's management is responsible for these consolidated financial statements. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes, examining on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of GrowGeneration Corp and Subsidiary as of December 31, 2014, and the results of its operations and its cash flows for the initial period then ended, in conformity with accounting principles generally accepted in the United States of America.

Certified Public Accountants

Philadelphia, Pennsylvania

August 7, 2015

GrowGeneration Corp and Subsidiary
Consolidated Balance Sheet
December 31, 2014

Assets

| | | |
|---|---|---|
| Current Assets | | |
| Cash and cash equivalents | $ | 110,559 |
| Accounts receivable, net of allowance of $2,887 | | 8,698 |
| Inventory | | 346,284 |
| Prepaid expenses | | 5,870 |
| Total Current Assets | | 471,411 |
| | | |
| Fixed Assets | | |
| Furniture and equipment | | 37,524 |
| Accumulated depreciation | | (3,569) |
| Total Fixed Assets, Net | | 33,955 |
| | | |
| Other Assets | | |
| Deferred income taxes | | 68,959 |
| Security deposits | | 8,090 |
| Goodwill | | 228,825 |
| Total Other Assets | | 305,874 |
| Total Assets | $ | 811,240 |

Liabilities and Stockholders' Equity

| | | |
|---|---|---|
| Current Liabilities | | |
| Accounts payable | $ | 167,765 |
| Short term borrowings | | 7,470 |
| Customer deposits | | 8,250 |
| Payroll liabilities | | 17,007 |
| Sales tax payable | | 9,286 |
| Total Current Liabilities | | 209,778 |
| | | |
| Stockholders' Equity | | |
| Common stock .001 par value, 100,000,000 shares authorized: | | |
| 6,000,000 shares issued and outstanding at December 31, 2014 | | 6,000 |
| Additional paid in capital | | 730,333 |
| Retained earnings | | (134,871) |
| Total Equity | $ | 601,462 |
| | | |
| Total Liabilities and Stockholders' Equity | $ | 811,240 |

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiary
Consolidated Statement of Operations
From Inception March 6, 2014 through December 31, 2014

| | |
|---|---|
| Revenues | |
| Sales | $ 1,202,366 |
| Cost of sales | (809,039) |
| Gross profit | 393,327 |
| Expenses | |
| Advertising and promotion | 16,189 |
| Alarm and security | 1,556 |
| Amortization | 14,175 |
| Automobile expenses | 5,950 |
| Bad debt | 2,887 |
| Bank service charges | 2,569 |
| Cash (over) short | (277) |
| Credit card fees | 14,622 |
| Computer and internet expenses | 1,711 |
| Depreciation expense | 3,569 |
| Insurance expense | 4,459 |
| License and permits | 2,128 |
| Meals and entertainment | 9,398 |
| Office supplies | 9,422 |
| Payroll, payroll tax and benefits | 216,478 |
| Postage and delivery | 244 |
| Professional fees | 107,085 |
| Rent expense | 33,975 |
| Repairs and maintenance | 1,065 |
| Stock option compensation | 86,333 |
| Supplies | 1,094 |
| Telephone expense | 4,738 |
| Travel expense | 44,302 |
| Uniforms | 1,053 |
| Utilities | 12,432 |
| Total Expense | 597,157 |
| Net (loss) before income tax benefit | (203,830) |
| Income tax benefit | 68,959 |
| Net (Loss) | ($ 134,871) |
| Loss per share | |
| Basic | ($ .02) |
| Diluted | ($ .02) |
| Average shares outstanding | |
| Basic | 6,000,000 |
| Diluted | 6,000,000 |

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiary
Consolidated Statement of Cash Flows
From Inception March 6, 2014 through December 31, 2014

| | |
|---|---|
| Cash Flows from Operating Activities: | |
| Net (loss) | ($ 134,871) |
| Adjustments to reconcile net loss to net cash (used in) operating activities: | |
| Depreciation | 3,569 |
| Amortization of Goodwill | 14,175 |
| Bad debt expense | 2,887 |
| Deferred income taxes | (68,959) |
| Inventory market value reserve | 13,500 |
| Stock option compensation | 86,333 |
| (Increase) decrease in: | |
| Accounts receivable | (11,585) |
| Inventory | (359,784) |
| Prepaid expenses | (5,870) |
| Security deposits | (8,090) |
| Increase (decrease) in: | |
| Accounts payable | 167,765 |
| Customer deposits | 8,250 |
| Payroll liabilities | 17,007 |
| Sales tax payable | 9,286 |
| Net Cash Flow (Used In) Operating Activities | (266,387) |
| | |
| Cash Flows from Investing Activities: | |
| Acquisition of furniture and equipment | (37,524) |
| Acquisition of goodwill | (243,000) |
| Net Cash Flow (Used In) Investing Activities | (280,524) |
| | |
| Cash Flows from Financing Activities: | |
| Short term borrowings | 7,470 |
| Issuance of common stock | 650,000 |
| Net Cash Flow Provided by Financing Activities | 657,470 |
| | |
| Net Increase in Cash and Cash Equivalents | 110,559 |
| | |
| Cash and Cash Equivalents at End of Year | $ 110,559 |
| | |
| Supplemental Information: | |
| Interest paid during the year | $ -0- |
| Taxes paid during the year | $ -0- |

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiary
Consolidated Statement of Changes in Stockholders' Equity
From Inception March 6, 2014 through December 31, 2014

| | Common Stock | | Additional Paid-In | Retained | Total Stockholders' |
|---|---|---|---|---|---|
| | Shares | Amount | Capital | Earnings | Equity |
| Issuance of common stock at $.0077142 per share | 1,750,000 | $ 1,750 | $ 10,750 | $ | $ 12,500 |
| Issuance of common stock at $.0125 per share | 2,000,000 | 2,000 | 23,000 | | 25,000 |
| Issuance of common stock at $.01 per share | 1,250,000 | 1,250 | 11,250 | | 12,500 |
| Issuance of common stock at $.60 per share | 1,000,000 | 1,000 | 599,000 | | 600,000 |
| Stock option expense | | | 86,333 | | 86,333 |
| Net (loss) | | | | (134,871) | (134,871) |
| Balances, December 31, 2014 | 6,000,000 | $ 6,000 | $ 730,333 | ($ 134,871) | $ 601,462 |

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiary
Notes to Consolidated Financial Statements
December 31, 2014

1. NATURE OF OPERATIONS

GrowGeneration Corp (the "Company") was incorporated on March 6, 2014 in Colorado under the name of Easylife Corp and changed its name to GrowGeneration Corp. It maintains its principal office in Pueblo, Colorado.

GrowGeneration Corp is engaged in the business of owning and operating retail hydroponic stores through wholly owned subsidiary. It currently owns GrowGeneration Pueblo Corp which purchased 4 retail hydroponic stores in Pueblo and Cannon City, Colorado on May 30, 2014. The Company is actively engaged in seeking to acquire additional hydroponic retail stores.

Subsequent Events

The Company has evaluated events and transactions occurring subsequent to December 31, 2014, for items that should potentially be recognized or disclosed in these consolidated financial statements. The evaluation was conducted through the date these consolidated financial statements were issued.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation

The Company's financial statements are prepared on the accrual method of accounting. Theaccounting and reporting policies of the Company conform with generally accepted accounting principles (GAAP). The consolidated financial statements of the Company include the accounts of

GrowGeneration Pueblo Corp. Intercompany balances and transactions are eliminated in consolidation.

Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported revenues and expenses during the reporting period. Actual results could vary from the estimates that were used.

Revenue Recognition

Revenue on product sales is recognized upon delivery or shipment. Customer deposits/layaway sales are not reported as income unit final payment is received and the merchandise is delivered.

Accounts Receivable

Accounts receivable are stated at the amount the Company expects to collect from balances outstanding at year-end. Based on the Company's assessment of the credit history with customers having outstanding balances and current relationships with them. At December 31, 2014, the Company established an allowance for doubtful accounts of $2,887.

GrowGeneration Corp and Subsidiary
Notes to Consolidated Financial Statements
December 31, 2014

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Expenditures for maintenance and repairs are charged against operations. Renewals and betterment that materially extend the life of the asset are capitalized. Depreciation of property and equipment is provided on the straight-line method for financial reporting purposes at rates based on the following estimated useful lives:

| | Estimated Lives |
|---|---|
| Vehicle | 5 years |
| Furniture and fixtures | 5-7 years |
| Computers and equipment | 3-5 years |
| Leasehold improvements | 10 years |

For federal income tax purposes, depreciation is computed using the accelerated cost recovery system and the modified accelerated cost recovery system.

Income Taxes

The Company accounts for income taxes in accordance with FASB ASC 740, Income Taxes, which requires the recognition of deferred income taxes for differences between the basis of assets and liabilities for financial statement and income tax purposes. The differences relate principally to depreciation of property and equipment, reserve for obsolete inventory and bed debt. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled. Deferred taxes are also recognized for operating losses that are available to offset future taxable income. Valuation allowances are established to reduce deferred tax assets to the amount expected to be realized.

The Company adopted the provisions of FASB ASC 740-10-25, which prescribes a recognition threshold and measurement attribute for the recognition and measurement of tax positions taken or expected to be taken in income tax returns. FASB ASC 740-10-25 also provides guidance on de-recognition of income tax assets and liabilities, classification of current and deferred income tax assets and liabilities, and accounting for interest and penalties associated with tax positions. The Company's tax returns are subject to tax examinations by U.S. federal and state authorities until respective statute of limitation. Currently, the 2014 tax year is open and subject to examination by taxing authorities. However, the Company is not currently under audit nor has the Company been contacted by any of the taxing authorities. The Company does not have any accruals for uncertain tax positions as of December 31, 2014. It is not anticipated that unrecognized tax benefits would significantly increase or decrease within 12 months of the reporting date.

Presentation of Sales Taxes

The Company is required to collect sales tax for the State of Colorado, City of Pueblo, City of Canon City, Pueblo County and Fremont County, ranging from 3.9% to 7.4% on the Company's sales to nonexempt customers. The Company collects that sales tax from customers and remits the entire amount to the corresponding taxing authorities. The Company's accounting policy is to exclude the tax collected and remitted from revenue and cost of sales.

GrowGeneration Corp and Subsidiary
Notes to Consolidated Financial Statements
December 31, 2014

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

The Company expenses all advertising and promotional costs when incurred. Advertising and promotional expenses for the period ended December 31, 2014 amounted to $16,189.

Freight and Shipping

It is the Company's policy to classify freight and shipping costs as part of cost of sales. Total freight and shipping costs for the period from inception March 6, 2014 through December 31, 2014 was $9,321.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all unrestricted highly liquid investments with a maturity of three months or less when acquired to be cash equivalents.

Goodwill

Goodwill represents the excess of acquisition costs over the fair value of net tangible and intangible assets acquired in connection with an acquisition. The Company accounts for goodwill in accordance with the provisions of FASB Accounting Standards Update (ASU) 2014-02, Intangibles – Goodwill and Other (Topic 350) Accounting for Goodwill. The carrying value of goodwill is tested for impairment at least annually and goodwill is amortized over 10 years.

Inventory

Inventory consists primarily of gardening supplies and materials and is recorded at the lower of cost (first-in, first-out method) or market.

3. RECENT ACCOUNTING PRONOUNCEMENTS

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers, which provides guidance for revenue recognition. ASU 2014-09 will supersede and replace nearly all existing U.S. GAAP revenue recognition guidance. ASU 2014-09 establishes a new control-based revenue recognition model, changes the basis for deciding when revenue is recognized over time or at a point of time, provides new and more detailed guidance on specific topics and expands and improves disclosures about revenue. The guidance in ASU 2014-09 is effective for public entities for annual reporting periods beginning after December 15, 2016. Non public entities are required to apply the guidance for annual periods beginning after December 15, 2017. Early application is not permitted for public entities. The Company is currently evaluating the impact the adoption of ASU 2014-09 will have on the Company's financial statements and disclosures.

GrowGeneration Corp and Subsidiary
Notes to Consolidated Financial Statements
December 31, 2014

4. LEASE COMMITMENTS

The Company leases its store facilities under operating leases ranging from $850 to $2,400 per month. The following is a schedule of future minimum rental payments required under the term of the operating leases as of December 31, 2014:

| Year Ending December 31, | Amount |
|---|---|
| 2015 | $ 87,650 |
| 2016 | 108,150 |
| 2017 | 102,100 |
| 2018 | 63,800 |
| 2019 | 44,500 |
| Thereafter | 10,800 |
| | $ 417,000 |

Rent expense under all operating leases for the period from inception March 6, 2014 through December 31, 2014 was $33,975.

5. OTHER COMMITMENTS

Effective May 2014, the Company entered into an employment agreement with an officer of the Company. The agreement requires monthly wages and benefits. The maximum compensation for wages under this agreement is approximately $75,000. The agreement terminates May 2015.

Effective May 2014, the Company entered into employment agreements with 2 shareholders of the Company. The agreements requires payment of monthly wages and benefits. The maximum compensation for wages under these agreements is approximately $200,000. These agreements expire May 2017.

6. INCOME TAXES

The Company is subject to federal income tax and Colorado and New York state income tax.

The Company and subsidiaries file a consolidated federal income tax return. The Company'sconsolidated provision for income taxes for the period from inception March 6, 2014 through December 31, 2014 consists of the following:

| | |
|---|---|
| Income Tax Expense (benefit) | |
| Current federal tax expense | |
| Federal | $ -0- |
| State | -0- |
| Deferred tax (benefit) | |
| Federal | (59,739) |
| State | (9,220) |
| Total | ($ 68,959) |

GrowGeneration Corp and Subsidiary
Notes to Consolidated Financial Statements
December 31, 2014

7. INCOME TAXES (Continued)

The consolidated provision for income taxes for the period from inception March 6, 2014 through December 31, 2014 differs from that computed by applying federal statutory rates to income before federal income tax expense, as indicated in the following analysis:

| | |
|---|---|
| Expected federal tax provision (benefit) at 30% rate | ($ 61,149) |
| Meals and entertainment | 1,410 |
| State income tax | (9,220) |
| Total income tax (benefit) | ($ 68,959) |
| | |
| Effective tax rate (benefit) | (33.8%) |

A summary of deferred tax assets and liabilities as of December 31, 2014 is as follows:

| | |
|---|---|
| Deferred tax assets: | |
| Reserve for inventory obsolescence | $ 4,675 |
| Reserve for bad debt | 1,000 |
| Stock option compensation | 29,897 |
| Federal tax loss carryforward | 32,791 |
| State tax loss carryforward | 5,061 |
| Total deferred tax assets | 73,424 |
| | |
| Deferred tax liabilities: | |
| Accumulated depreciation and amortization | (4,465) |
| | |
| Total deferred tax liabilities | (4,465) |
| | |
| NET DEFERRED TAX ASSETS | $ 68,959 |

As of December 31, 2014, the Company had approximately $109,305 federal and state net operating loss carryforwards, which result in a deferred tax asset of $37,852, expiring in 2034.

GrowGeneration Corp and Subsidiary
Notes to Consolidated Financial Statements
December 31, 2014

8. STOCK OPTIONS

On March 6, 2014, the Company's Board of Directors (the "Board") approved the 2014 Equity Incentive stock plan pursuant to which the Company may grant incentive and non-statutory options to employees, nonemployee members of the Board, consultants and other independent advisors who provide services to the Corporation. The maximum shares of common stock which may be issued over the term of the plan shall not exceed 2,500,000 shares. Awards under this plan are made by the Board or a committee of the Board. Options under the plan are to be issued at the market price of the stock on the day of the grant except to those issued to holders of 10% or more of the Company's common stock which is required to be issued at a price not less than 110% of the fair market value on the day of the grant. Each option is exercisable at such time or times, during such period and for such numbers of shares shall be determined by the Plan Administrator. However, no option shall have a term in excess of 5 years from the date of grant.

On March 6, 2014, the Company issued 650,000 options to its CEO, Darren Lampert, issued 400,000 options to its CFO, Irwin Lampert, issued 400,000 options to its President, Michael Salaman and issued 200,000 options to its COO, Jason Dawson exercisable at prices between $.60 and $.66 per share. On May 12, 2014, the Company issued 50,000 options to its director, Jody Kane and on May 14, 2014, the Company issued 50,000 options to its director, Steve Aiello, exercisable at prices between $.60 and $.66 per share. On July 7, 2014, the Company issued 100,000 options to 8 of its employees, exercisable at prices between $.60 and $.66 per share. The options vest 1/3 immediately, 1/3 one year after date of issuance and 1/3 two years after date of issuance. Compensation expense recorded for the fiscal period ended December 31, 2014 was $86,333.

9. STOCKHOLDERS' EQUITY

Common Stock

There are currently 6,000,000 shares of .001 par value common stock issued and outstanding. Five million shares were issued to its founders on the formation of the company and an additional 1,000,000 shares were issued at 60 cents per share to 17 individuals in a private placement which was completed on March 27, 2014.

GrowGeneration Corp and Subsidiary
Notes to Consolidated Financial Statements
December 31, 2014

10. ACQUISITION OF SUBSIDIARY

On April 14, 2014, the Company purchased the assets and certain liabilities of Southern Colorado Garden Supply Corporation. The purchase price of $499,976 was paid in cash and consisted of the following:

| | |
|---|---|
| Fixed assets | $ 35,000 |
| Inventory | 273,000 |
| Accounts receivable | 5,286 |
| Prepaid expenses | 1,320 |
| Total assets | 314,606 |
| | |
| Accounts payable | 57,275 |
| Customer deposits | 355 |
| Total liabilities | 57,630 |
| | |
| Fair value of assets acquired | 256,976 |
| Cash paid | 499,976 |
| | |
| Goodwill recognized on acquisition | $ 243,000 |

The fair value of the assets acquired less cash paid resulted in an amount of $243,000, which has been recorded as Goodwill on the Company's consolidated balance sheet.

The purchase agreement also required an employment agreement with the seller until May 31, 2015. The agreement requires monthly wages and benefits. The maximum compensation for wages under this agreement is approximately $75,000. The employment agreement also requires the Company to issue the seller 200,000 shares of stock options, exercisable at prices between $.60 and $.66 per share. The purchase agreement also had the seller sign a covenant not to compete in a similar business as an owner, manager or employee within a period of 5 years.

11. EARNINGS PER SHARE

The following table sets forth the composition of the weighted average shares (denominator) used in the basic and dilutive earnings per share computation for the period March 6, 2014 (inception date) through December 31, 2014.

GrowGeneration Corp and Subsidiary
Notes to Consolidated Financial Statements
December 31, 2014

11. EARNINGS PER SHARE (Continued)

| | |
|---|---|
| Net Loss | ($ 134,871) |
| Weighted average share outstanding basic | 6,000,000 |
| Effect of dilutive common stock equivalents | |
| Adjusted weighted average shares outstanding – dilutive | 6,000,000 |
| Basic loss per share | ($ .02) |
| Dilutive loss per share | ($ .02) |

The effect of the 1,850,000 stock option outstanding as of December 31, 2014 is antidilutive and therefore not presented in the above table.

12. SUBSEQUENT EVENTS

On February 1, 2015, GrowGeneration Corp opened its fifth store in Trinidad, CO. The store is approximately 3,000 square feet and is located 100 miles south of the Company's Pueblo, Colorado stores. On May 8, 2015, the Company purchased $31,000 of inventory of Green Growers in Canon City, Colorado and entered into a consulting agreement with the owner. On June 10, 2015, the Company purchased $67,000 of inventory and in addition, purchased the furniture and fixtures for $5,000 of Happy Grow Lucky, located in Conifer, Colorado. We are now operating this store, our sixth, under the GrowGeneration Corp and Subsidiary retail store brand and have entered into a 3 year lease.

Investment activities generated $370,000 in capital that was invested in equity as part of the private placement memorandum that expired on July 1, 2015.

# GROWGENERATION CORP

**6,230,002 Shares**
**Common Stock**

**PROSPECTUS**

**[ ], 2015**

## PART II

## INFORMATION NOT REQUIRED IN PROSPECTUS

### ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

Our estimated expenses in connection with the issuance and distribution of the securities being registered are:

| | | |
|---|---|---|
| SEC Registration Fee | $ | 462 |
| Accounting Fees and Expenses | $ | 15,000 |
| Legal Fees and Expenses | $ | 45,000 |
| Miscellaneous Fees and Expenses | $ | 9,538 |
| **Total** | **$** | **70,000** |

### ITEM 14. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Colorado Business Corporation Act (the "CBCA") generally provides that a corporation may indemnify a person made party to a proceeding because the person is or was a director against liability incurred in the proceeding if: the person's conduct was in good faith; the person reasonably believed, in the case of conduct in an official capacity with the corporation, that such conduct was in the corporation's best interests, and, in all other cases, that such conduct was at least not opposed to the corporation's best interests; and, in the case of any criminal proceeding, the person had no reasonable cause to believe that the person's conduct was unlawful. The CBCA prohibits such indemnification in a proceeding by or in the right of the corporation in which the person was adjudged liable to the corporation or in connection with any other proceeding in which the person was adjudged liable for having derived an improper personal benefit. The CBCA further provides that, unless limited by its articles of incorporation, a corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director or officer of the corporation, against reasonable expenses incurred by the person in connection with the proceeding. In addition, a director or officer, who is or was a party to a proceeding, may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. The CBCA allows a corporation to indemnify and advance expenses to an officer, employee, fiduciary or agent of the corporation to the same extent as a director.

As permitted by the CBCA, the Company's articles of incorporation and bylaws generally provide that the Company shall indemnify its directors and officers to the fullest extent permitted by the CBCA. In addition, the Company may also indemnify and advance expenses to an officer who is not a director to a greater extent, not inconsistent with public policy, and if provided for by its bylaws, general or specific action of the Company's board of director or shareholders.

The Company has entered into substantively identical Indemnification Agreements with its current directors and officers (the "Indemnitees"), which generally provide that, to the fullest extent permitted by Colorado law, the Company shall indemnify such Indemnitee if the Indemnitee was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee is or was or has agreed to serve at the Company's request as a director, officer, employee or agent of the Company, or while serving as a director or officer of the Company, is or was serving or has agreed to serve at the Company's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity or by reason of the imposition upon such officer or director of any federal and/or state income tax obligation (inclusive of any interest and penalties, if applicable), that is imposed on such officer or director with respect to income, "phantom income," rescinded or unconsummated transactions, or any other allegedly taxable event for which no benefit was received by such officer or director. The indemnification obligation includes, without limitation, claims for monetary damages against an Indemnitee in respect of an alleged breach of fiduciary duties and generally covers expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by an Indemnitee or on an Indemnitee's behalf in connection with such action, suit or proceeding and any appeal therefrom, but shall only be provided if the Indemnitee acted in good faith; and, in the case of conduct in an official capacity with the corporation, if such conduct was in the Company's best interests, and, in all other cases, if such conduct was at least not opposed to the Company's best interests; and, with respect to any criminal action, suit or proceeding, if the Indemnitee had no reasonable cause to believe the Indemnitee's conduct was unlawful.

Section 7-108-402(1) of the CBCA permits a corporation to include in its articles of incorporation a provision eliminating or limiting the personal liability of directors to the corporation or its shareholders for monetary damages for any breach of fiduciary duty as a director (except for breach of a director's duty of loyalty, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, unlawful distributions, or any transaction from which the director derived improper personal benefit). Further, Section 7-108-402(2) of the CBCA provides that no director or officer shall be personal liable for any injury to persons or property arising from a tort committed by an employee, unless the director or officer was either personally involved in the situation giving rise to the litigation or committed a criminal offense in connection with such situation.

As permitted by the CBCA, the Company's articles of incorporation provide that the personal liability of the Company's directors to the Company or its shareholders is limited to the fullest extent permitted by the CBCA. The Indemnification Agreements described above also provide that the Company's indemnification obligation includes, without limitation, claims for monetary damages against the Indemnitee in respect of an alleged breach of fiduciary duties to the fullest extent permitted by the CBCA.

Section 7-109-108 of the CBCA provides that a corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of another entity or an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from the person's status as a director, officer, employee, fiduciary or agent, whether or not the corporation would have power to indemnify the person against the same liability under the CBCA.

As permitted by the CBCA, the Company's bylaws authorize the Company to purchase and maintain such insurance. The Company currently maintains a directors and officers insurance policy insuring its past, present and future directors and officers, within the limits and subject to the limitations of the policy, against expenses in connection with the defense of actions, suits or proceedings, and certain liabilities that might be imposed as a result of such actions, suits or proceedings.

## ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

Between March 2014 and October 30, 2015, the Company made sales of the following unregistered securities:

***Original Issuances of Stock***

*Formation of GrowGeneration Corp.*

In connection with our formation in March 2014, we sold an aggregate of 5,000,000 shares of our common stock to our founders Darren Lampert, Michael Salaman and Irwin Lampert, for an aggregate of $50,000 ($0.001 per share). All of such issuances were believed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended.

**2014 Private Placements**

Between March 2014 and April 2015, we raised $780,000 from the sale of 1,300,000 shares of our common stock to twenty (20) investors, at a price of $.60 per share. All securities sold in the 2014 Private Placements were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales.

**2015 Private Placement**

On March 12, 2015 we entered into an agreement with Cavu Securities LLC, a FINRA Member broker dealer ("Cavu"), pursuant to which we engaged Cavu on a non-exclusive basis to act as our lead placement agent for the sale of up to $4,200,000 of our Units. Each Unit was offered at a price of $.70 per Unit. Each Unit consisted of (i) one share of our common stock and (ii) one 5 year warrant to purchase one share of Common Stock at an exercise price of $0.70 per share. The Units were offered and sold on a "best-effort" basis. We sold a total of 2,465,001 Units in the 2015 Private Placement and realized gross proceeds of $1,725,501. We paid Cavu total compensation for its services of (i) $73,295 in commissions; (ii) five-year warrants (the "Placement Agent Warrants") to purchase 142,800 shares of our common stock, at an exercise price equal to $0.70 per share; and (iii) 77,833 shares of our common stock.

***Stock Options***

Since our inception, we have granted stock options under our 2014 Equity Compensation Plan to purchase an aggregate of 1,780,000 shares at exercise prices ranging from $0.60 to $.66 per share.

***Securities Act Exemptions***

We deemed all of the above offers, sales and issuances of our shares of common stock and warrants to be exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act, including Regulation D and Rule 506 promulgated thereunder, relative to transactions by an issuer not involving a public offering. All purchasers of securities in transactions exempt from registration pursuant to Regulation D represented to us that they were accredited investors and were acquiring the shares for investment purposes only and not with a view to, or for sale in connection with, any distribution thereof and that they could bear the risks of the investment and could hold the securities for an indefinite period of time. The purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration statement or an available exemption from such registration.

We deemed the grants of stock options and issuances of common stock upon exercise of such options described above under "—Stock Options" to be exempt from registration under the Securities Act in reliance on Rule 701 of the Securities Act as offers and sales of securities under compensatory benefit plans and contracts relating to compensation in compliance with Rule 701. Each of the recipients of securities in any transaction exempt from registration either received or had adequate access, through employment, business or other relationships, to information about us.

All certificates representing the securities issued in the transactions described in this Item 15 included appropriate legends setting forth that the securities had not been offered or sold pursuant to a registration statement and describing the applicable restrictions on transfer of the securities. There were no underwriters employed in connection with any of the transactions set forth in this Item 15. Cavu Securities LLC acted as Placement Agent for some of the securities sold in the 2015 Private Placement.

**ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

| Exhibit No. | Description |
|---|---|
| 3.1 | Certificate of Incorporation of GrowGeneration Corp. |
| 3.2 | Bylaws of GrowGeneration Corp. |
| 4.1 | Form of Investor Warrant |
| 4.2 | Form of Placement Agent Warrant issued to Cavu Securities LLC |
| 5.1 | Opinion of Robinson & Cole LLP* |
| 10.1 | Placement Agency Agreement, dated March 12, 2015, between of GrowGeneration Corp. and Cavu Securities LLC. |
| 10.2 | Form of Subscription Agreement for GrowGeneration Corp.'s 2014 private placement |
| 10.3 | Form of Subscription Agreement for GrowGeneration Corp.'s 2015 private placement |
| 10.4 | Form of Subscription Agreement for GrowGeneration Corp.'s second 2015 private placement |
| 10.5 | GrowGeneration Corp. 2014 Equity Incentive Plan |
| 10.6 | Form of GrowGeneration Corp. Stock Option Agreement |
| 10.7 | Employment Agreement, dated May 12, 2014 between of GrowGeneration Corp. and Darren Lampert |
| 10.8 | Employment Agreement, dated May 12, 2104, between of GrowGeneration Corp. and Michael Salaman |
| 10.9 | Employment Agreement, dated May 30, 2014, between of GrowGeneration Corp. and Jason Dawson |
| 10.10 | Form of Indemnification Agreement |
| 10.11 | Asset Purchase Agreement dated April 14, 2014 betweenGrowGeneration Pueblo Corp. and Southern Colorado Garden Supply Corp. (d/b/a Pueblo Hydroponics) |
| 10.12 | Inventory Purchase Agreement dated May 10, 2015 between Grow Generation Pueblo Corp. and Happy Grow Lucky, LLC |
| 10.13 | Inventory Purchase Agreement dated April 10, 2015 between Grow Generation Pueblo Corp. and Green Growers Corp. |
| 10.14 | Inventory Purchase Agreement dated October 28, 2015 between GrowGeneration California Corp. and Sweet Leaf Hydroponics, Inc. dba Mad Max Hydroponics |
| 10.15 | Lease, effective as of June 1, 2014, by and between GrowGeneration Pueblo Corp. and Sunshine Properties. |
| 10.16 | Lease, effective as of May 27, 2014, by and between GrowGeneration Pueblo Corp. and Joe and Renee Prutch. |
| 10.17 | Lease, effective as of June 1, 2014, by and between GrowGeneration Pueblo Corp. and Jannie Coyne. |
| 10.18 | Lease, effective as of May 27, 2014, by and between GrowGeneration Pueblo Corp. and Larry Schreder. |
| 10.19 | Lease, effective as of June 11, 2015 by and between GrowGeneration Pueblo Corp. and Bill and Bonnie Holland. |

| | |
|---|---|
| 10.20 | Lease, effective as of August 7, 2105, by and between GrowGeneration Pueblo Corp. and Colorado Place Center |
| 10.21 | Lease, effective as of December 1, 2014, by and between GrowGeneration Pueblo Corp. and PurRecycling Corporation dba Terra Firma Recycling/Fund. |
| 10.22 | Lease, effective as of October 28, 2015, by and between GrowGeneration California Corp. and David Cates |
| 10.23 | Consulting Agreement dated April 10, 2015 by and between GrowGeneration Corp. and Duane Nunez |
| 10.24 | Consulting Agreement dated May 10, 2015 by and between Grow Generation Pueblo Corp. and Lindsay Schmitt and Cody Schmitt |
| 10.25 | Consulting Agreement dated October 28, 2105 by and between GrowGeneration California Corp. and Troy Sowers |
| 21.1 | List of Subsidiaries of GrowGeneration Corp. |
| 23.1 | Consent of Connolly Grady & Cha |
| 23.2 | Consent of Robinson & Cole LLP (included in Exhibit 5.1) |
| 24.1 | Power of Attorney (included on the signature page of this Registration Statement) |

* To be filed by amendment

**ITEM 17. UNDERTAKINGS**

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of New York, State of New York on November 9, 2015.

**GROWGENERATION CORP.**

By: /s/ Darren Lampert
Name: Darren Lampert
Title: Chief Executive Officer

By: /s/ Irwin Lampert
Name: Irwin Lampert
Title: Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned officers and directors GrowGeneration Corp., a Colorado corporation (the "Company"), do hereby constitute and appoint Darren Lampert as his or her true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments, exhibits thereto and other documents in connection therewith) to this Registration Statement and any subsequent registration statement filed by the registrant pursuant to Rule 462(b) of the Securities Act of 1933, as amended, which relates to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

| Person | Capacity | Date |
|---|---|---|
| /s/ Darren Lampert<br>Darren Lampert | Chief Executive Officer and Director<br>(Principal Executive Officer) | November 9, 2015 |
| /s/ Irwin Lampert<br>Irwin Lampert | Chief Financial Officer<br>(Principal Financial and Accounting Officer) | November 9, 2015 |
| /s/ Michael Salaman<br>Michael Salaman | President and Director | November 9, 2015 |
| /s/ Stephen Aiello<br>Stephen Aiello | Director | November 9, 2015 |
| /s/ Jody Kane<br>Jody Kane | Director | November 9, 2015 |

**Exhibit 3.1**

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies of filed documents,
visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 03/06/2014 11:03 AM
ID Number: 20141154870

Document number: 20141154870
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Profit Corporation**
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

**EasyLife, Corp.**

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the corporation's initial principal office is

Street address: 570 Taxter Road
*(Street number and name)*

Elmsford (*City*) | NY (*State*) | 10523 (*ZIP/Postal Code*)
(*Province – if applicable*) | United States (*Country*)

Mailing address
(leave blank if same as street address)
*(Street number and name or Post Office Box information)*

(*City*) | (*State*) | (*ZIP/Postal Code*)
(*Province – if applicable*) | (*Country*)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name
(if an individual)
(*Last*) | (*First*) | (*Middle*) | (*Suffix*)

or

(if an entity) Vcorp Services, LLC

*(Caution: Do not provide both an individual and an entity name.)*

Street address: 36 South 18th Avenue, Suite D
*(Street number and name)*

Brighton (*City*) | CO (*State*) | 80601 (*ZIP/Postal Code*)

Mailing address
(leave blank if same as street address)
*(Street number and name or Post Office Box information)*

(*City*) | CO (*State*) | (*ZIP/Postal Code*)

*(The following statement is adopted by marking the box.)*

☑ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual)

| Stern | Effie | | |
|---|---|---|---|
| *(Last)* | *(First)* | *(Middle)* | *(Suffix)* |

or

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Mailing address

c/o Vcorp Services LLC
*(Street number and name or Post Office Box information)*

25 Robert Pitt Drive Suite 204

| Monsey | NY | 10952 |
|---|---|---|
| *(City)* | *(State)* | *(ZIP/Postal Code)* |

| | United States . |
|---|---|
| *(Province – if applicable)* | *(Country)* |

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

○ The corporation is authorized to issue _____ common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

⊙ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

*6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

*7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document is/are _____.
*(mm/dd/yyyy hour:minute am/pm)*

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

| Stern | Effie | | |
|---|---|---|---|
| *(Last)* | *(First)* | *(Middle)* | *(Suffix)* |

c/o Vcorp Services, LLC
*(Street number and name or Post Office Box information)*

25 Robert Pitt Drive Suite 204

| Monsey | NY | 10952 |
|---|---|---|
| *(City)* | *(State)* | *(ZIP/Postal Code)* |

| | United States . |
|---|---|
| *(Province – if applicable)* | *(Country)* |

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.



5. Authorized Capital: The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is One Hundred Million (100,000,000) shares of common stock, par value $0.001 per share.

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies of filed documents,
visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 06/25/2014 01:31 PM
ID Number: 20141154870

Document number: 20141388942
Amount Paid: $25.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Amendment**
filed pursuant to § 7-90-301, et seq. and § 7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 20141154870

1. Entity name: EasyLife, Corp.
*(If changing the name of the corporation, indicate name before the name change)*

2. New Entity name:
(if applicable) GrowGeneration Corp.

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*
☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____
*(mm/dd/yyyy)*

or

If the corporation's period of duration as amended is perpetual, mark this box: ☐

*7. (Optional)* Delayed effective date: _____
*(mm/dd/yyyy)*

Notice:
Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

| Lampert | Darren | | |
|---|---|---|---|
| *(Last)* | *(First)* | *(Middle)* | *(Suffix)* |

113 W 4th St

*(Street name and number or Post Office information)*

| Pueblo | CO | 81003 |
|---|---|---|
| *(City)* | *(State)* | *(Postal/Zip Code)* |

*(Province – if applicable)* United States *(Country – if not US)*

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)*

**Exhibit 3.2**

# BYLAWS
# OF
# EASYLIFE, CORP.

## ARTICLE I
## OFFICES

**Section l. Offices**:

The principal office of the Corporation shall be determined by the Board of Directors, and the Corporation shall have other offices at such places as the Board of Directors may from time to time determine.

## ARTICLE II
## STOCKHOLDER'S MEETINGS

**Section l. Place**:

The place of stockholders' meetings shall be the principal office of the Corporation unless another location shall be determined and designated from time to time by the Board of Directors.

**Section 2. Annual Meeting**

The annual meeting of the stockholders of the Corporation for the election of directors to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held each year on a date to be determined by the Board of Directors.

**Section 3. Special Meetings**:

Special meetings of the stockholders for any purpose or purposes may be called by the President, the Board of Directors, or the holders of ten percent (l0%) or more of all the shares entitled to vote at such meeting, by the giving of notice in writing as hereinafter described.

**Section 4. Voting**:

At all meetings of stockholders, voting may be viva voce; but any qualified voter may demand a stock vote, whereupon such vote shall be taken by ballot and the Secretary shall record the name of the stockholder voting, the number of shares voted, and, if such vote shall be by proxy, the name of the proxy holder. Voting may be in person or by proxy appointed in writing, manually signed by the stockholder or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided therein. One third of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders.

Each stockholder shall have such rights to vote as the Articles of Incorporation provide for each share of stock registered in his name on the books of the Corporation, except where the transfer books of the Corporation shall have been closed or a date shall have been fixed as a record date, not to exceed, in any case, fifty (50) days preceding the meeting, for the determination of stockholders entitled to vote. The Secretary of the Corporation shall make, at least ten (10) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting.

**Section 5. Order of Business**:

The order of business at any meeting of stockholders shall be as follows:

l. Calling the meeting to order.

2. Calling of roll.

3. Proof of notice of meeting.

4. Report of the Secretary of the stock represented at the meeting and the existence or lack of a quorum.

5. Reading of minutes of last previous meeting and disposal of any unapproved minutes.

6. Reports of officers.

7. Reports of committees.

8. Election of directors, if appropriate.

9. Unfinished business.

10. New business.

11. Adjournment.

12. To the extent that these Bylaws do not apply, Roberts' Rules of Order shall prevail.

**Section 6. Notices:**

Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

**Section 7. Quorum:**

A quorum at any annual or special meeting shall consist of the representation in person or by proxy of one-third in number of shares of the outstanding capital stock of the Corporation entitled to vote at such meeting. In the event a quorum not be present, the meeting may be adjourned by those present for a period not to exceed sixty (60) days at any one adjournment; and no further notice of the meeting or its adjournment shall be required. The stockholders entitled to vote, present either in person or by proxy at such adjourned meeting, shall, if equal to a majority of the shares entitled to vote at the meeting, constitute a quorum, and the votes of a majority of those present in numbers of shares entitled to vote shall be deemed the act of the shareholders at such adjourned meeting.

## ARTICLE III
## BOARD OF DIRECTORS

**Section l. Organization and Powers**:

The Board of Directors shall constitute the policy-making or legislative authority of the Corporation. Management of the affairs, property, and business of the Corporation shall be vested in the Board of Directors, which shall consist of not less than one nor more than ten members, who shall be elected at the annual meeting of stockholders by a plurality vote for a term of one (l) year, and shall hold office until their successors are elected and qualify. The number of directors shall be established from time-to-time by a resolution of the directors. Directors need not be stockholders. Directors shall have all powers with respect to the management, control, and determination of policies of the Corporation that are not limited by these Bylaws, the Articles of Incorporation, or by statute, and the enumeration of any power shall not be considered a limitation thereof.

**Section 2. Vacancies**:

Any vacancy in the Board of Directors, however caused or created, shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board, or at a special meeting of the stockholders called for that purpose. The directors elected to fill vacancies shall hold office for the unexpired term and until their successors are elected and qualify.

**Section 3. Regular Meetings**:

A regular meeting of the Board of Directors shall be held, without other notice than this Bylaw, immediately after and at the same place as the annual meeting of stockholders or any special meeting of stockholders at which a director or directors shall have been elected. The Board of Directors may provide by resolution the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

**Section 4. Special Meetings**:

Special meetings of the Board of Directors may be held at the principal office of the Corporation, or such other place as may be fixed by resolution of the Board of Directors for such purpose, at any time on call of the President or of any member of the Board, or may be held at any time and place without notice, by unanimous written consent of all the members, or with the presence and participation of all members at such meeting. A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called, constituted, and held.

**Section 5. Notices**:

Notices of both regular and special meetings, save when held by unanimous consent or participation, shall be mailed by the Secretary to each member of the Board not less than three days before any such meeting and notices of special meetings may state the purposes thereof. No failure or irregularity of notice of any regular meeting shall invalidate such meeting or any proceeding thereat.

**Section 6. Quorum and Manner of Acting**:

A quorum for any meeting of the Board of Directors shall be a majority of the Board of Directors as then constituted. Any act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Any action of such majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board, shall always be as valid and effective in all respects as if otherwise duly taken by the Board of Directors.

**Section 7. Executive Committee**:

The Board of Directors may by resolution of a majority of the Board designate two (2) or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation; but the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or him by law.

**Section 8. Order of Business**:

The order of business at any regular or special meeting of the Board of Directors, unless otherwise prescribed for any meeting by the Board, shall be as follows:

l. Reading and disposal of any unapproved minutes.

2. Reports of officers and committees.

3. Unfinished business.

4. New business.

5. Adjournment.

6. To the extent that these Bylaws do not apply, Roberts' Rules of Order shall prevail.

## ARTICLE IV
## OFFICERS

**Section l. Titles**:

The officers of the Corporation shall consist of a Chief Executive Officer, Chairman of the Board, President, one or more Vice Presidents, a Secretary, and a Chief Financial Officer or Treasurer, who shall be elected by the directors at their first meeting following the annual meeting of stockholders. Such officers shall hold office until removed by the Board of Directors or until their successors are elected and qualify. The Board of Directors may appoint from time to time such other officers as it deems desirable who shall serve during such terms as may be fixed by the Board at a duly held meeting. The Board, by resolution, shall specify the titles, duties and responsibilities of such officers.

**Section 2. Chairman of the Board**.

Subject to the control of the board of directors, the Chairman of the Board be an officer and shall cause to be called in accordance with these By-laws and shall preside at meetings of stockholders and of the board of directors. He shall present at each annual meeting of the stockholders and each regular meeting of the board of directors a report of the condition of the business of the corporation. Subject to the control of the board of directors, he shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the corporation other than its officers. He shall sign and execute contracts in the name and on behalf of the corporation when the board of directors shall have so authorized and directed him to do so, either generally or in special instances. He shall see that the books, reports, statements and certificates required by law are properly kept, made and filed. He may sign certificates of stock. He shall perform such other duties as are incidental to his office or properly required of him by the board of directors.

**Section 3. Chief Executive Officer**:

The Chief Executive Officer shall be generally vested with the power of the chief executive officer of the Corporation and shall have general supervision, direction and control of the business and affairs of the Corporation. Subject to the Board of Directors, the Chief Executive Officer shall be the final arbiter in all differences among the officers of the Corporation and his decision as to any matter affecting the Corporation shall be final and binding as among the officers of the Corporation. The Chief Executive Officer shall countersign all certificates, contracts, and other instruments of the Corporation as authorized by the Board of Directors or required by law. He shall make reports to the Board of Directors and stockholders and shall perform such other duties and services as may be required of him from time to time by the Board of Directors.

**Section 4. President**:

Subject to the control of the Board of Directors and the Chief Executive Officer, the President of the Corporation shall be generally vested with such powers and duties as the Chief Executive Officer of the Corporation may assign from time to time. The President of the Corporation shall have the authority to countersign all certificates, contracts, and other instruments of the Corporation as authorized by the Board of Directors or the Chief Executive Officer or as required by law. The President shall make reports to the Chief Executive Officer, the Board of Directors and the stockholders and shall perform such other duties and services as may be required of him from time to time by the Board of Directors.

**Section 5. Vice President**:

The Vice President shall perform all the duties of the President if the President is absent or for any other reason is unable to perform his duties and shall have such other duties as the Board of Directors shall authorize or direct.

**Section 6. Secretary**:

The Secretary shall issue notices of all meetings of stockholders and directors, shall keep minutes of all such meetings, and shall record all proceedings. He shall have custody and control of the corporate records and books, excluding the books of account, together with the corporate seal. He shall make such reports and perform such other duties as may be consistent with his office or as may be required of him from time to time by the Board of Directors.

**Section 7. Chief Financial Officer or Treasurer**:

The Chief Financial Officer or Treasurer shall have custody of all moneys and securities of the Corporation and shall have supervision over the regular books of account. He shall deposit all moneys, securities, and other valuable effects of the Corporation in such banks and depositories as the Board of Directors may designate and shall disburse the funds of the Corporation in payment of just debts and demands against the Corporation, or as they may be ordered by the Board of Directors, shall render such account of his transactions as may be required of him by the President or the Board of Directors from time to time and shall otherwise perform such duties as may be required of him by the Board of Directors.

**Section 8. Vacancies or Absences**:

If a vacancy in any office arises in any manner, the directors then in office may choose, by a majority vote, a successor to hold office for the unexpired term of the officer. If any officer shall be absent or unable for any reason to perform his duties, the Board of Directors, to the extent not otherwise inconsistent with these Bylaws, may direct that the duties of such officer during such absence or inability shall be performed by such other officer or subordinate officer as seems advisable to the Board.

## ARTICLE V
## STOCK

**Section 1. Regulations**:

The Board of Directors shall have power and authority to take all such rules and regulations as they deem expedient concerning the issue, transfer, and registration of certificates for shares of the capital stock of the Corporation. The Board of Directors may appoint a Transfer Agent and/or a Registrar and may require all stock certificates to bear the signature of such Transfer Agent and/or Registrar.

**Section 2. Restrictions on Stock**:

The Board of Directors may restrict any stock issued by giving the Corporation or any stockholder "first right of refusal to purchase" the stock, by making the stock redeemable or by restricting the transfer of the stock, under such terms and in such manner as the directors may deem necessary and as are not inconsistent with the Articles of Incorporation or by statute. Any stock so restricted must carry a stamped legend setting out the restriction or conspicuously noting the restriction and stating where it may be found in the records of the Corporation.

## ARTICLE VI
## DIVIDENDS AND FINANCES

**Section l. Dividends**:

Dividends may be declared by the directors and paid out of any funds legally available therefore, as may be deemed advisable from time to time by the Board of Directors of the Corporation. Before declaring any dividends, the Board of Directors may set aside out of net profits or earned or other surplus such sums as the Board may think proper as a reserve fund to meet contingencies or for other purposes deemed proper and to the best interests of the Corporation.

**Section 2. Monies**:

The monies, securities, and other valuable effects of the Corporation shall be deposited in the name of the Corporation in such banks or trust companies as the Board of Directors shall designate and shall be drawn out or removed only as may be authorized by the Board of Directors from time to time.

**Section 3. Fiscal Year**:

The Board of Directors by resolution shall determine the fiscal year of the Corporation.

**ARTICLE VII**
**AMENDMENTS**

These Bylaws may be altered, amended, or repealed by the Board of Directors by resolution of a majority of the Board.

**ARTICLE VIII**
**INDEMNIFICATION**

The Corporation shall indemnify any and all of its directors or officers, or former directors or officers, or any person who may have served at its request as a director or officer of another corporation in which this Corporation owns shares of capital stock or of which it is a creditor and the personal representatives of all such persons, against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceeding in which they, or any of them, were made parties, or a party, by reason of being or having been directors or officers or a director or officer of the Corporation, or of such other corporation, except in relation to matters as to which any such director or officer or person shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty owed to the Corporation. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, independently of this Article, by law, under any Bylaw agreement, vote of stockholders, or otherwise.

**ARTICLE IX**
**CONFLICTS OF INTEREST**

No contract or other transaction of the Corporation with any other persons, firms or corporations, or in which the Corporation is interested, shall be affected or invalidated by the fact that any one or more of the directors or officers of the Corporation is interested in or is a director or officer of such other firm or corporation; or by the fact that any director or officer of the Corporation, individually or jointly with others, may be a party to or may be interested in any such contract or transaction.

**SECRETARY'S CERTIFICATE OF ADOPTION OF BYLAWS**
**OF**
**EASYLIFE, CORP.**

I, the undersigned, do hereby certify:

1. That I am the Secretary of EasyLife, Corp., a Colorado corporation.

2. That, pursuant to Colorado Revised Statutes §§7-102-105 and 7-102-106, the foregoing Bylaws constitute the Bylaws of said corporation as adopted by the Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 6th day of March, 2014.

/s/
Irwin Lampert, Secretary

**Exhibit 4.1**

Warrant Certificate No. ___

NEITHER THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) AN EXEMPTION FROM SUCH REGISTRATION EXISTS AND THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS.

Effective Date: [ ], 2015 Void After: [ ], 2020

**GROWGENERATION, CORP.**

WARRANT TO PURCHASE COMMON STOCK

GrowGeneration, Corp., a Colorado corporation (the "**Company**"), for value received on [ ], 2015 (the "**Effective Date**"), hereby issues to **[ ]** (the "**Holder**" or "**Warrant Holder**") this Warrant (the "**Warrant**") to purchase, **[ ]** shares (each such share as from time to time adjusted as hereinafter provided being a "**Warrant Share**" and all such shares being the "**Warrant Shares**") of the Company's Common Stock (as defined below), at the Exercise Price (as defined below), as adjusted from time to time as provided herein, on or before [ ], 2020 (the "**Expiration Date**"), all subject to the following terms and conditions. This Warrant is one of a series of warrants of like tenor that have been issued in connection with the Company's private offering solely to accredited investors of units in accordance with, and subject to, the terms and conditions described in the Subscription Agreement, attached to the Confidential Private Placement Memorandum of the Company dated July 11, 2015, as the same may be amended and supplemented from time to time (the "**Subscription Agreement**" and the "**Private Placement Memorandum**" respectively).

As used in this Warrant, (i) "**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York, New York, are authorized or required by law or executive order to close; (ii) "**Common Stock**" means the common stock of the Company, par value $0.001 per share, including any securities issued or issuable with respect thereto or into which or for which such shares may be exchanged for, or converted into, pursuant to any stock dividend, stock split, stock combination, recapitalization, reclassification, reorganization or other similar event; (iii) "**Exercise Price**" means $.70 per share of Common Stock, subject to adjustment as provided herein; (iv) "**Trading Day**" means any day on which the Common Stock is traded (or available for trading) on its principal trading market; (v) "**Affiliate**" means any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a person, as such terms are used and construed in Rule 144 promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") and (vi) "**Warrantholders**" means the holders of Warrants issued pursuant to the Subscription Agreement and Private Placement Memorandum.

1. DURATION AND EXERCISE OF WARRANTS

(a) Exercise Period. The Holder may exercise this Warrant in whole or in part on any Business Day on or before 5:00 P.M., Eastern Time, on the Expiration Date, at which time this Warrant shall become void and of no value.

(b) Exercise Procedures.

(i) While this Warrant remains outstanding and exercisable in accordance with Section 1(a), the Holder may exercise this Warrant in whole or in part at any time and from time to time by:

(A) delivery to the Company of a duly executed copy of the Notice of Exercise attached as **Exhibit A**;

(B) surrender of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder; and

(C) payment of the then-applicable Exercise Price per share multiplied by the number of Warrant Shares being purchased upon exercise of the Warrant (such amount, the "**Aggregate Exercise Price**") made in the form of cash, or by certified check, bank draft or money order payable in lawful money of the United States of America.

(ii) Upon the exercise of this Warrant in compliance with the provisions of this Section 1(b), the Company shall promptly issue and cause to be delivered to the Holder a certificate for the Warrant Shares purchased by the Holder. Each exercise of this Warrant shall be effective immediately prior to the close of business on the date (the "**Date of Exercise**") that the conditions set forth in Section 1(b) have been satisfied, as the case may be. On the first Business Day following the date on which the Company has received each of the Notice of Exercise and the Aggregate Exercise Price (the "**Exercise Delivery Documents**"), the Company shall transmit an acknowledgment of receipt of the Exercise Delivery Documents to the Company's transfer agent (the "**Transfer Agent**"). On or before the third Business Day following the date on which the Company has received all of the Exercise Delivery Documents (the "**Share Delivery Date**"), the Company shall (X) provided that the Transfer Agent is participating in The Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program, upon the request of the Holder, credit such aggregate number of shares of Common Stock to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit Withdrawal Agent Commission system, or (Y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and dispatch by overnight courier to the address as specified in the Notice of Exercise, a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder is entitled pursuant to such exercise. Upon delivery of the Exercise Delivery Documents, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the certificates evidencing such Warrant Shares.

(c) Partial Exercise. This Warrant shall be exercisable, either in its entirety or, from time to time, for part only of the number of Warrant Shares referenced by this Warrant. If this Warrant is submitted in connection with any exercise pursuant to Section 1 and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the actual number of Warrant Shares being acquired upon such an exercise, then the Company shall as soon as practicable and in no event later than five (5) Business Days after any exercise and at its own expense, issue a new Warrant of like tenor representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised.

( d ) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 16.

2. ISSUANCE OF WARRANT SHARES

(a) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant, be (i) duly authorized, fully paid and non-assessable, and (ii) free from all liens, charges and security interests, with the exception of claims arising through the acts or omissions of any Holder and except as arising from applicable Federal and state securities laws.

(b) The Company shall register this Warrant upon records to be maintained by the Company for that purpose in the name of the record holder of such Warrant from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner thereof for the purpose of any exercise thereof, any distribution to the Holder thereof and for all other purposes.

(c) The Company will not, by amendment of its certificate of incorporation, by-laws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all action necessary or appropriate in order to protect the rights of the Holder to exercise this Warrant, or against impairment of such rights.

3. ADJUSTMENTS OF EXERCISE PRICE, NUMBER AND TYPE OF WARRANT SHARES

(a) The Exercise Price and the number of shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 3; provided, that notwithstanding the provisions of this Section 3, the Company shall not be required to make any adjustment if and to the extent that such adjustment would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to make any adjustment, the Company shall use its commercially best efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to make such an adjustment pursuant to this Section 3.

(i) Subdivision or Combination of Stock. In case the Company shall at any time subdivide (whether by way of stock dividend, stock split or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of Warrant Shares shall be proportionately increased, and conversely, in case the outstanding shares of Common Stock of the Company shall be combined (whether by way of stock combination, reverse stock split or otherwise) into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares shall be proportionately decreased. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(i).

(ii) Dividends in Stock, Property, Reclassification. If at any time, or from time to time, all of the holders of Common Stock (or any shares of stock or other securities at the time receivable upon the exercise of this Warrant) shall have received or become entitled to receive, without payment therefore:

(A) any shares of stock or other securities that are at any time directly or indirectly convertible into or exchangeable for Common Stock, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution, or

(B) additional stock or other securities or property (including cash) by way of spin-off, split-up, reclassification, combination of shares or similar corporate rearrangement (other than shares of Common Stock issued as a stock split or adjustments in respect of which shall be covered by the terms of Section 3(a)(i) above),

then and in each such case, the Exercise Price and the number of Warrant Shares to be obtained upon exercise of this Warrant shall be adjusted proportionately, and the Holder hereof shall, upon the exercise of this Warrant, be entitled to receive, in addition to the number of shares of Common Stock receivable thereupon, and without payment of any additional consideration therefor, the amount of stock and other securities and property (including cash in the cases referred to above) that such Holder would hold on the date of such exercise had such Holder been the holder of record of such Common Stock as of the date on which holders of Common Stock received or became entitled to receive such shares or all other additional stock and other securities and property. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(ii)**.**

(iii) Reorganization, Reclassification, Consolidation, Merger or Sale. If any recapitalization, reclassification or reorganization of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets or other transaction shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities, or other assets or property (an "**Organic Change**"), then, as a condition of such Organic Change, lawful and adequate provisions shall be made by the Company whereby the Holder hereof shall thereafter have the right to purchase and receive (in lieu of the shares of the Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented by this Warrant) such shares of stock, securities or other assets or property as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore purchasable and receivable assuming the full exercise of the rights represented by this Warrant. In the event of any Organic Change, appropriate provision shall be made by the Company with respect to the rights and interests of the Holder of this Warrant to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Exercise Price and of the number of shares purchasable and receivable upon the exercise of this Warrant and registration rights) shall thereafter be applicable, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof. The Company will not effect any such consolidation, merger or sale unless, prior to the consummation thereof, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument reasonably satisfactory in form and substance to the Holder executed and mailed or delivered to the registered Holder hereof at the last address of such Holder appearing on the books of the Company, the obligation to deliver to such Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such Holder may be entitled to purchase. If there is an Organic Change, then the Company shall cause to be mailed to the Holder at its last address as it shall appear on the books and records of the Company, at least 10 calendar days before the effective date of the Organic Change, a notice stating the date on which such Organic Change is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares for securities, cash, or other property delivered upon such Organic Change; provided, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the 10-day period commencing on the date of such notice to the effective date of the event triggering such notice. In any event, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall be deemed to assume such obligation to deliver to such Holder such shares of stock, securities or assets even in the absence of a written instrument assuming such obligation to the extent such assumption occurs by operation of law.

(b) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 3, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall promptly furnish or cause to be furnished to such Holder a like certificate setting forth: (i) such adjustments and readjustments; and (ii) the number of shares and the amount, if any, of other property which at the time would be received upon the exercise of the Warrant.

(c) Certain Events. If any event occurs as to which the other provisions of this Section 3 are not strictly applicable but the lack of any adjustment would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, or if strictly applicable would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, then the Company's Board of Directors will, in good faith, make an appropriate adjustment to protect the rights of the Holder; provided, that no such adjustment pursuant to this Section 3(c) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 3.

4. REDEMPTION OF WARRANTS

( a ) General. Prior to the Expiration Date, the Company shall have the option, subject to the conditions set forth herein, to redeem all of the Warrants then outstanding upon not less than thirty (30) days nor more than sixty (60) days prior written notice to the Warrant Holders at any time provided that, at the time of delivery of such notice (i) there is an effective registration statement covering the resale of the Warrant Shares; and (ii) the closing bid price of the Company's Common Stock for 20 of the 30 consecutive trading days prior to the date of the notice of redemption is at least $1.05 as proportionately adjusted to reflect any stock splits, stock dividends, combination of shares or like events.

( b ) Notice. Notice of redemption will be effective upon mailing in accordance with this Section and such date may be referred to below as the "**Notice Date.**" Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than 30 days prior to the date fixed for redemption to the Holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Holder received such notice.

(c) Redemption Date and Redemption Price. The notice of redemption shall state the date set for redemption, which date shall be not less than thirty (30) days, or more than sixty (60) days, from the Notice Date (the "**Redemption Date**"). The Company shall not mail the notice of redemption unless all funds necessary to pay for redemption of the Warrants to be redeemed shall have first been set aside by the Company for the benefit of the Warrant Holders so as to be and continue to be available therefor. The redemption price to be paid to the Warrant Holders will be $0.001 for each share of Common Stock of the Company to which the Warrant Holder would then be entitled upon exercise of the Warrant being redeemed, as adjusted from time to time as provided herein (the "**Redemption Price**").

(d) Exercise. Following the Notice Date, the Warrant Holders may exercise their Warrants in accordance with Section 1 of this Warrant between the Notice Date and 5:00 p.m. Eastern Time on the Redemption Date and such exercise shall be timely if the form of election to purchase duly executed and the Warrant Exercise Price for the shares of Common Stock to be purchased are actually received by the Company at its principal offices prior to 5:00 p.m. Eastern Time on the Redemption Date.

(e) Mailing. If any Warrant Holder does not wish to exercise any Warrant being redeemed, he should mail such Warrant to the Company at its principal offices after receiving the notice of redemption. On and after 5:00 p.m. Eastern Time on the Redemption Date, notwithstanding that any Warrant subject to redemption shall not have been surrendered for redemption, the obligation evidenced by all Warrants not surrendered for redemption or effectively exercised shall be deemed no longer outstanding, and all rights with respect thereto shall forthwith cease and terminate, except only the right of the holder of each Warrant subject to redemption to receive the Redemption Price for each share of Common Stock to which he would be entitled if he exercised the Warrant upon receiving notice of redemption of the Warrant subject to redemption held by him.

5. TRANSFERS AND EXCHANGES OF WARRANT AND WARRANT SHARES

(a) Registration of Transfers and Exchanges. Subject to Section 5(c), upon the Holder's surrender of this Warrant, with a duly executed copy of the Form of Assignment attached as **Exhibit B**, to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder, the Company shall register the transfer of all or any portion of this Warrant. Upon such registration of transfer, the Company shall issue a new Warrant, in substantially the form of this Warrant, evidencing the acquisition rights transferred to the transferee and a new Warrant, in similar form, evidencing the remaining acquisition rights not transferred, to the Holder requesting the transfer.

(b) Warrant Exchangeable for Different Denominations. The Holder may exchange this Warrant for a new Warrant or Warrants, in substantially the form of this Warrant, evidencing in the aggregate the right to purchase the number of Warrant Shares which may then be purchased hereunder, each of such new Warrants to be dated the date of such exchange and to represent the right to purchase such number of Warrant Shares as shall be designated by the Holder. The Holder shall surrender this Warrant with duly executed instructions regarding such re-certification of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder.

(c) Restrictions on Transfers. This Warrant may not be transferred at any time without (i) registration under the Securities Act or (ii) an exemption from such registration and a written opinion of legal counsel addressed to the Company that the proposed transfer of the Warrant may be effected without registration under the Securities Act, which opinion will be in form and from counsel reasonably satisfactory to the Company.

(d) Permitted Transfers and Assignments. Notwithstanding any provision to the contrary in this Section 5, the Holder may transfer, with or without consideration, this Warrant or any of the Warrant Shares (or a portion thereof) to the Holder's Affiliates (as such term is defined under Rule 144 of the Securities Act) without obtaining the opinion from counsel that may be required by Section 5(c)(ii), provided, that the Holder delivers to the Company and its counsel certification, documentation, and other assurances reasonably required by the Company's counsel to enable the Company's counsel to render an opinion to the Company's Transfer Agent that such transfer does not violate applicable securities laws.

6. MUTILATED OR MISSING WARRANT CERTIFICATE

If this Warrant is mutilated, lost, stolen or destroyed, upon request by the Holder, the Company will, at its expense, issue, in exchange for and upon cancellation of the mutilated Warrant, or in substitution for the lost, stolen or destroyed Warrant, a new Warrant, in substantially the form of this Warrant, representing the right to acquire the equivalent number of Warrant Shares; provided, that, as a prerequisite to the issuance of a substitute Warrant, the Company may require satisfactory evidence of loss, theft or destruction as well as an indemnity from the Holder of a lost, stolen or destroyed Warrant.

7. PAYMENT OF TAXES

The Company will pay all transfer and stock issuance taxes attributable to the preparation, issuance and delivery of this Warrant and the Warrant Shares (and replacement Warrants) including, without limitation, all documentary and stamp taxes; provided, however, that the Company shall not be required to pay any tax in respect of the transfer of this Warrant, or the issuance or delivery of certificates for Warrant Shares or other securities in respect of the Warrant Shares to any person or entity other than to the Holder.

8. FRACTIONAL WARRANT SHARES

No fractional Warrant Shares shall be issued upon exercise of this Warrant. The Company, in lieu of issuing any fractional Warrant Share, shall round up the number of Warrant Shares issuable to nearest whole share.

9. NO STOCK RIGHTS AND LEGEND

No holder of this Warrant, as such, shall be entitled to vote or be deemed the holder of any other securities of the Company that may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or give or withhold consent to any corporate action or to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends or subscription rights or otherwise (except as provide herein).

Each certificate for Warrant Shares initially issued upon the exercise of this Warrant, and each certificate for Warrant Shares issued to any subsequent transferee of any such certificate, shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) AN EXEMPTION FROM SUCH REGISTRATION EXISTS AND THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS."

10. REGISTRATION RIGHTS

The Holder shall be entitled to the registration rights as are contained in the Registration Rights Agreement of even date herewith, by and among the Company, the Holder and the other subscribers of the Company's securities pursuant to the Subscription Agreements, the provisions of which are deemed incorporated herein by reference.

11. NOTICES

All notices, consents, waivers, and other communications under this Warrant must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, if to the registered Holder hereof; or (d) seven days after the placement of the notice into the mails (first class postage prepaid), to the Holder at the address, facsimile number, or e-mail address furnished by the registered Holder to the Company in accordance with the Subscription Agreement by and between the Company and the Holder, or if to the Company, to it at:

GrowGeneration, Corp.
503 North Main Street, Suite 740
Pueblo, Colorado 81003
Attention: Darren Lampert, Chief Executive Officer

with copy to:

Robinson & Cole, LLP
1055 Washington Blvd.
Stamford, Ct. 06901
Attention: Mitchell L. Lampert, Esq.
Facsimile: (203) 462-7599

12. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Warrant invalid or unenforceable, the other provisions of this Warrant will remain in full force and effect. Any provision of this Warrant held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

13. BINDING EFFECT

This Warrant shall be binding upon and inure to the sole and exclusive benefit of the Company, its successors and assigns, the registered Holder or Holders from time to time of this Warrant and the Warrant Shares.

14. SURVIVAL OF RIGHTS AND DUTIES

This Warrant shall terminate and be of no further force and effect on the earlier of 5:00 P.M., Eastern Time, on the Expiration Date or the date on which this Warrant has been exercised in full.

15. GOVERNING LAW

This Warrant will be governed by and construed under the laws of the State of Colorado without regard to conflicts of laws principles that would require the application of any other law.

16. DISPUTE RESOLUTION

In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within two Business Days of receipt of the Notice of Exercise giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within two Business Days, submit via facsimile (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

17. NOTICES OF RECORD DATE

Upon (a) any establishment by the Company of a record date of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or right or option to acquire securities of the Company, or any other right, or (b) any capital reorganization, reclassification, recapitalization, merger or consolidation of the Company with or into any other corporation, any transfer of all or substantially all the assets of the Company, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, or the sale, in a single transaction, of a majority of the Company's voting stock (whether newly issued, or from treasury, or previously issued and then outstanding, or any combination thereof), the Company shall mail to the Holder at least ten (10) Business Days, or such longer period as may be required by law, prior to the record date specified therein, a notice specifying (i) the date established as the record date for the purpose of such dividend, distribution, option or right and a description of such dividend, option or right, (ii) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up, or sale is expected to become effective and (iii) the date, if any, fixed as to when the holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reorganization, reclassification, transfer, consolation, merger, dissolution, liquidation or winding up.

18. RESERVATION OF SHARES

The Company shall reserve and keep available out of its authorized but unissued shares of Common Stock for issuance upon the exercise of this Warrant, free from pre-emptive rights, such number of shares of Common Stock for which this Warrant shall from time to time be exercisable. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation. Without limiting the generality of the foregoing, the Company covenants that it will use commercially reasonable efforts to take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and use commercially reasonable efforts to obtain all such authorizations, exemptions or consents, including but not limited to consents from the Company's stockholders or Board of Directors or any public regulatory body, as may be necessary to enable the Company to perform its obligations under this Warrant.

19. NO THIRD PARTY RIGHTS

This Warrant is not intended, and will not be construed, to create any rights in any parties other than the Company and the Holder, and no person or entity may assert any rights as third-party beneficiary hereunder.

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed as of the date first set forth above.

**GROWGENERATION, CORP.**

By: _____
Name: Darren Lampert
Title: Chief Executive Officer

EXHIBIT A

NOTICE OF EXERCISE

(To be executed by the Holder of Warrant if such Holder desires to exercise Warrant)

To GrowGeneration, Corp.:

The undersigned hereby irrevocably elects to exercise this Warrant and to purchase thereunder, _____ full shares of GrowGeneration, Corp.common stock issuable upon exercise of the Warrant and delivery of $_____ (in cash as provided for in the foregoing Warrant) and any applicable taxes payable by the undersigned pursuant to such Warrant; and

The undersigned requests that certificates for such shares be issued in the name of:

_____
(Please print name, address and social security or federal employer identification number (if applicable))

_____

_____

If the shares issuable upon this exercise of the Warrant are not all of the Warrant Shares which the Holder is entitled to acquire upon the exercise of the Warrant, the undersigned requests that a new Warrant evidencing the rights not so exercised be issued in the name of and delivered to:

_____
(Please print name, address and social security or federal employer identification number (if applicable))

_____

_____

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

EXHIBIT B

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to each assignee set forth below all of the rights of the undersigned under the Warrant (as defined in and evidenced by the attached Warrant) to acquire the number of Warrant Shares set opposite the name of such assignee below and in and to the foregoing Warrant with respect to said acquisition rights and the shares issuable upon exercise of the Warrant:

| Name of Assignee | Address | Number of Shares |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

If the total of the Warrant Shares are not all of the Warrant Shares evidenced by the foregoing Warrant, the undersigned requests that a new Warrant evidencing the right to acquire the Warrant Shares not so assigned be issued in the name of and delivered to the undersigned.

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

**Exhibit 4.2**

Warrant Certificate No. ___

NEITHER THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) AN EXEMPTION FROM SUCH REGISTRATION EXISTS AND THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS.

Effective Date: [ ], 2015 Void After: [ ], 2020

**GROWGENERATION, CORP.**

WARRANT TO PURCHASE COMMON STOCK

GrowGeneration, Corp., a Colorado corporation (the "**Company**"), for value received on [ ], 2015 (the "**Effective Date**"), hereby issues to **[ ]** (the "**Holder**" or "**Warrant Holder**") this Warrant (the "**Warrant**") to purchase, **[ ]** shares (each such share as from time to time adjusted as hereinafter provided being a "**Warrant Share**" and all such shares being the "**Warrant Shares**") of the Company's Common Stock (as defined below), at the Exercise Price (as defined below), as adjusted from time to time as provided herein, on or before [ ], 2020 (the "**Expiration Date**"), all subject to the following terms and conditions. This Warrant has been issued to the Placement Agent or its affiliates as partial compensation for the services provided by the Placement Agent pursuant to its Engagement Agreement dated March 12, 2015 and as described in the Company's Confidential Private Placement Memorandum dated July 11, 2015, as the same may be amended and supplemented from time to time (the "**Private Placement Memorandum**").

As used in this Warrant, (i) "**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York, New York, are authorized or required by law or executive order to close; (ii) "**Common Stock**" means the common stock of the Company, par value $0.001 per share, including any securities issued or issuable with respect thereto or into which or for which such shares may be exchanged for, or converted into, pursuant to any stock dividend, stock split, stock combination, recapitalization, reclassification, reorganization or other similar event; (iii) "**Exercise Price**" means $.70 per share of Common Stock, subject to adjustment as provided herein; (iv) "**Trading Day**" means any day on which the Common Stock is traded (or available for trading) on its principal trading market; (v) "**Affiliate**" means any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a person, as such terms are used and construed in Rule 144 promulgated under the Securities Act of 1933, as amended (the "**Securities Act**") and (vi) "**Warrantholders**" means the holders of Warrants issued pursuant to the Private Placement Memorandum.

1. DURATION AND EXERCISE OF WARRANTS

(a) Exercise Period. The Holder may exercise this Warrant in whole or in part on any Business Day on or before 5:00 P.M., Eastern Time, on the Expiration Date, at which time this Warrant shall become void and of no value.

(b) Exercise Procedures.

(i) While this Warrant remains outstanding and exercisable in accordance with Section 1(a), the Holder may exercise this Warrant in whole or in part at any time and from time to time by:

(A) delivery to the Company of a duly executed copy of the Notice of Exercise attached as **Exhibit A**;

(B) surrender of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder; and

(C) payment of the then-applicable Exercise Price per share multiplied by the number of Warrant Shares being purchased upon exercise of the Warrant (such amount, the "**Aggregate Exercise Price**") made in the form of cash, or by certified check, bank draft or money order payable in lawful money of the United States of America.

(ii) Upon the exercise of this Warrant in compliance with the provisions of this Section 1(b), the Company shall promptly issue and cause to be delivered to the Holder a certificate for the Warrant Shares purchased by the Holder. Each exercise of this Warrant shall be effective immediately prior to the close of business on the date (the "**Date of Exercise**") that the conditions set forth in Section 1(b) have been satisfied, as the case may be. On the first Business Day following the date on which the Company has received each of the Notice of Exercise and the Aggregate Exercise Price (the "**Exercise Delivery Documents**"), the Company shall transmit an acknowledgment of receipt of the Exercise Delivery Documents to the Company's transfer agent (the "**Transfer Agent**"). On or before the third Business Day following the date on which the Company has received all of the Exercise Delivery Documents (the "**Share Delivery Date**"), the Company shall (X) provided that the Transfer Agent is participating in The Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program, upon the request of the Holder, credit such aggregate number of shares of Common Stock to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit Withdrawal Agent Commission system, or (Y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and dispatch by overnight courier to the address as specified in the Notice of Exercise, a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder is entitled pursuant to such exercise. Upon delivery of the Exercise Delivery Documents, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the certificates evidencing such Warrant Shares.

(c) Partial Exercise. This Warrant shall be exercisable, either in its entirety or, from time to time, for part only of the number of Warrant Shares referenced by this Warrant. If this Warrant is submitted in connection with any exercise pursuant to Section 1 and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the actual number of Warrant Shares being acquired upon such an exercise, then the Company shall as soon as practicable and in no event later than five (5) Business Days after any exercise and at its own expense, issue a new Warrant of like tenor representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised.

( d ) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 16.

2. ISSUANCE OF WARRANT SHARES

(a) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant, be (i) duly authorized, fully paid and non-assessable, and (ii) free from all liens, charges and security interests, with the exception of claims arising through the acts or omissions of any Holder and except as arising from applicable Federal and state securities laws.

(b) The Company shall register this Warrant upon records to be maintained by the Company for that purpose in the name of the record holder of such Warrant from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner thereof for the purpose of any exercise thereof, any distribution to the Holder thereof and for all other purposes.

(c) The Company will not, by amendment of its certificate of incorporation, by-laws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all action necessary or appropriate in order to protect the rights of the Holder to exercise this Warrant, or against impairment of such rights.

3. ADJUSTMENTS OF EXERCISE PRICE, NUMBER AND TYPE OF WARRANT SHARES

(a) The Exercise Price and the number of shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 3; provided, that notwithstanding the provisions of this Section 3, the Company shall not be required to make any adjustment if and to the extent that such adjustment would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to make any adjustment, the Company shall use its commercially best efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to make such an adjustment pursuant to this Section 3.

(i) Subdivision or Combination of Stock. In case the Company shall at any time subdivide (whether by way of stock dividend, stock split or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of Warrant Shares shall be proportionately increased, and conversely, in case the outstanding shares of Common Stock of the Company shall be combined (whether by way of stock combination, reverse stock split or otherwise) into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares shall be proportionately decreased. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(i).

(ii) Dividends in Stock, Property, Reclassification. If at any time, or from time to time, all of the holders of Common Stock (or any shares of stock or other securities at the time receivable upon the exercise of this Warrant) shall have received or become entitled to receive, without payment therefore:

(A) any shares of stock or other securities that are at any time directly or indirectly convertible into or exchangeable for Common Stock, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution, or

(B) additional stock or other securities or property (including cash) by way of spin-off, split-up, reclassification, combination of shares or similar corporate rearrangement (other than shares of Common Stock issued as a stock split or adjustments in respect of which shall be covered by the terms of Section 3(a)(i) above),

then and in each such case, the Exercise Price and the number of Warrant Shares to be obtained upon exercise of this Warrant shall be adjusted proportionately, and the Holder hereof shall, upon the exercise of this Warrant, be entitled to receive, in addition to the number of shares of Common Stock receivable thereupon, and without payment of any additional consideration therefor, the amount of stock and other securities and property (including cash in the cases referred to above) that such Holder would hold on the date of such exercise had such Holder been the holder of record of such Common Stock as of the date on which holders of Common Stock received or became entitled to receive such shares or all other additional stock and other securities and property. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(ii).

(iii) Reorganization, Reclassification, Consolidation, Merger or Sale. If any recapitalization, reclassification or reorganization of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets or other transaction shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities, or other assets or property (an "**Organic Change**"), then, as a condition of such Organic Change, lawful and adequate provisions shall be made by the Company whereby the Holder hereof shall thereafter have the right to purchase and receive (in lieu of the shares of the Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented by this Warrant) such shares of stock, securities or other assets or property as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore purchasable and receivable assuming the full exercise of the rights represented by this Warrant. In the event of any Organic Change, appropriate provision shall be made by the Company with respect to the rights and interests of the Holder of this Warrant to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Exercise Price and of the number of shares purchasable and receivable upon the exercise of this Warrant and registration rights) shall thereafter be applicable, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof. The Company will not effect any such consolidation, merger or sale unless, prior to the consummation thereof, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument reasonably satisfactory in form and substance to the Holder executed and mailed or delivered to the registered Holder hereof at the last address of such Holder appearing on the books of the Company, the obligation to deliver to such Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such Holder may be entitled to purchase. If there is an Organic Change, then the Company shall cause to be mailed to the Holder at its last address as it shall appear on the books and records of the Company, at least 10 calendar days before the effective date of the Organic Change, a notice stating the date on which such Organic Change is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares for securities, cash, or other property delivered upon such Organic Change; provided, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the 10-day period commencing on the date of such notice to the effective date of the event triggering such notice. In any event, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall be deemed to assume such obligation to deliver to such Holder such shares of stock, securities or assets even in the absence of a written instrument assuming such obligation to the extent such assumption occurs by operation of law.

(b) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 3, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall promptly furnish or cause to be furnished to such Holder a like certificate setting forth: (i) such adjustments and readjustments; and (ii) the number of shares and the amount, if any, of other property which at the time would be received upon the exercise of the Warrant.

(c) Certain Events. If any event occurs as to which the other provisions of this Section 3 are not strictly applicable but the lack of any adjustment would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, or if strictly applicable would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, then the Company's Board of Directors will, in good faith, make an appropriate adjustment to protect the rights of the Holder; provided, that no such adjustment pursuant to this Section 3(c) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 3.

4. REDEMPTION OF WARRANTS

( a ) General. Prior to the Expiration Date, the Company shall have the option, subject to the conditions set forth herein, to redeem all of the Warrants then outstanding upon not less than thirty (30) days nor more than sixty (60) days prior written notice to the Warrant Holders at any time provided that, at the time of delivery of such notice (i) there is an effective registration statement covering the resale of the Warrant Shares; and (ii) the closing bid price of the Company's Common Stock for 20 of the 30 consecutive trading days prior to the date of the notice of redemption is at least $1.05 as proportionately adjusted to reflect any stock splits, stock dividends, combination of shares or like events.

( b ) Notice. Notice of redemption will be effective upon mailing in accordance with this Section and such date may be referred to below as the "**Notice Date.**" Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than 30 days prior to the date fixed for redemption to the Holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Holder received such notice.

(c) Redemption Date and Redemption Price. The notice of redemption shall state the date set for redemption, which date shall be not less than thirty (30) days, or more than sixty (60) days, from the Notice Date (the "**Redemption Date**"). The Company shall not mail the notice of redemption unless all funds necessary to pay for redemption of the Warrants to be redeemed shall have first been set aside by the Company for the benefit of the Warrant Holders so as to be and continue to be available therefor. The redemption price to be paid to the Warrant Holders will be $0.001 for each share of Common Stock of the Company to which the Warrant Holder would then be entitled upon exercise of the Warrant being redeemed, as adjusted from time to time as provided herein (the "**Redemption Price**").

(d) Exercise. Following the Notice Date, the Warrant Holders may exercise their Warrants in accordance with Section 1 of this Warrant between the Notice Date and 5:00 p.m. Eastern Time on the Redemption Date and such exercise shall be timely if the form of election to purchase duly executed and the Warrant Exercise Price for the shares of Common Stock to be purchased are actually received by the Company at its principal offices prior to 5:00 p.m. Eastern Time on the Redemption Date.

(e) Mailing. If any Warrant Holder does not wish to exercise any Warrant being redeemed, he should mail such Warrant to the Company at its principal offices after receiving the notice of redemption. On and after 5:00 p.m. Eastern Time on the Redemption Date, notwithstanding that any Warrant subject to redemption shall not have been surrendered for redemption, the obligation evidenced by all Warrants not surrendered for redemption or effectively exercised shall be deemed no longer outstanding, and all rights with respect thereto shall forthwith cease and terminate, except only the right of the holder of each Warrant subject to redemption to receive the Redemption Price for each share of Common Stock to which he would be entitled if he exercised the Warrant upon receiving notice of redemption of the Warrant subject to redemption held by him.

5. TRANSFERS AND EXCHANGES OF WARRANT AND WARRANT SHARES

(a) Registration of Transfers and Exchanges. Subject to Section 5(c), upon the Holder's surrender of this Warrant, with a duly executed copy of the Form of Assignment attached as **Exhibit B**, to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder, the Company shall register the transfer of all or any portion of this Warrant. Upon such registration of transfer, the Company shall issue a new Warrant, in substantially the form of this Warrant, evidencing the acquisition rights transferred to the transferee and a new Warrant, in similar form, evidencing the remaining acquisition rights not transferred, to the Holder requesting the transfer.

(b) Warrant Exchangeable for Different Denominations. The Holder may exchange this Warrant for a new Warrant or Warrants, in substantially the form of this Warrant, evidencing in the aggregate the right to purchase the number of Warrant Shares which may then be purchased hereunder, each of such new Warrants to be dated the date of such exchange and to represent the right to purchase such number of Warrant Shares as shall be designated by the Holder. The Holder shall surrender this Warrant with duly executed instructions regarding such re-certification of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder.

(c) Restrictions on Transfers. This Warrant may not be transferred at any time without (i) registration under the Securities Act or (ii) an exemption from such registration and a written opinion of legal counsel addressed to the Company that the proposed transfer of the Warrant may be effected without registration under the Securities Act, which opinion will be in form and from counsel reasonably satisfactory to the Company.

(d) Permitted Transfers and Assignments. Notwithstanding any provision to the contrary in this Section 5, the Holder may transfer, with or without consideration, this Warrant or any of the Warrant Shares (or a portion thereof) to the Holder's Affiliates (as such term is defined under Rule 144 of the Securities Act) without obtaining the opinion from counsel that may be required by Section 5(c)(ii), provided, that the Holder delivers to the Company and its counsel certification, documentation, and other assurances reasonably required by the Company's counsel to enable the Company's counsel to render an opinion to the Company's Transfer Agent that such transfer does not violate applicable securities laws.

6. MUTILATED OR MISSING WARRANT CERTIFICATE

If this Warrant is mutilated, lost, stolen or destroyed, upon request by the Holder, the Company will, at its expense, issue, in exchange for and upon cancellation of the mutilated Warrant, or in substitution for the lost, stolen or destroyed Warrant, a new Warrant, in substantially the form of this Warrant, representing the right to acquire the equivalent number of Warrant Shares; provided, that, as a prerequisite to the issuance of a substitute Warrant, the Company may require satisfactory evidence of loss, theft or destruction as well as an indemnity from the Holder of a lost, stolen or destroyed Warrant.

7. PAYMENT OF TAXES

The Company will pay all transfer and stock issuance taxes attributable to the preparation, issuance and delivery of this Warrant and the Warrant Shares (and replacement Warrants) including, without limitation, all documentary and stamp taxes; provided, however, that the Company shall not be required to pay any tax in respect of the transfer of this Warrant, or the issuance or delivery of certificates for Warrant Shares or other securities in respect of the Warrant Shares to any person or entity other than to the Holder.

8. FRACTIONAL WARRANT SHARES

No fractional Warrant Shares shall be issued upon exercise of this Warrant. The Company, in lieu of issuing any fractional Warrant Share, shall round up the number of Warrant Shares issuable to nearest whole share.

9. NO STOCK RIGHTS AND LEGEND

No holder of this Warrant, as such, shall be entitled to vote or be deemed the holder of any other securities of the Company that may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or give or withhold consent to any corporate action or to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends or subscription rights or otherwise (except as provide herein).

Each certificate for Warrant Shares initially issued upon the exercise of this Warrant, and each certificate for Warrant Shares issued to any subsequent transferee of any such certificate, shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) AN EXEMPTION FROM SUCH REGISTRATION EXISTS AND THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS."

10. RESERVED

11. NOTICES

All notices, consents, waivers, and other communications under this Warrant must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, if to the registered Holder hereof; or (d) seven days after the placement of the notice into the mails (first class postage prepaid), to the Holder at the address, facsimile number, or e-mail address furnished by the registered Holder to the Company, or if to the Company, to it at:

GrowGeneration, Corp.
503 North Main Street, Suite 740
Pueblo, Colorado 81003
Attention: Darren Lampert, Chief Executive Officer

with copy to:

Robinson & Cole, LLP
1055 Washington Blvd.
Stamford, Ct. 06901
Attention: Mitchell L. Lampert, Esq.
Facsimile: (203) 462-7599

12. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Warrant invalid or unenforceable, the other provisions of this Warrant will remain in full force and effect. Any provision of this Warrant held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

13. BINDING EFFECT

This Warrant shall be binding upon and inure to the sole and exclusive benefit of the Company, its successors and assigns, the registered Holder or Holders from time to time of this Warrant and the Warrant Shares.

14. SURVIVAL OF RIGHTS AND DUTIES

This Warrant shall terminate and be of no further force and effect on the earlier of 5:00 P.M., Eastern Time, on the Expiration Date or the date on which this Warrant has been exercised in full.

15. GOVERNING LAW

This Warrant will be governed by and construed under the laws of the State of Colorado without regard to conflicts of laws principles that would require the application of any other law.

16. DISPUTE RESOLUTION

In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within two Business Days of receipt of the Notice of Exercise giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within two Business Days, submit via facsimile (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

17. NOTICES OF RECORD DATE

Upon (a) any establishment by the Company of a record date of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or right or option to acquire securities of the Company, or any other right, or (b) any capital reorganization, reclassification, recapitalization, merger or consolidation of the Company with or into any other corporation, any transfer of all or substantially all the assets of the Company, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, or the sale, in a single transaction, of a majority of the Company's voting stock (whether newly issued, or from treasury, or previously issued and then outstanding, or any combination thereof), the Company shall mail to the Holder at least ten (10) Business Days, or such longer period as may be required by law, prior to the record date specified therein, a notice specifying (i) the date established as the record date for the purpose of such dividend, distribution, option or right and a description of such dividend, option or right, (ii) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up, or sale is expected to become effective and (iii) the date, if any, fixed as to when the holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reorganization, reclassification, transfer, consolation, merger, dissolution, liquidation or winding up.

18. RESERVATION OF SHARES

The Company shall reserve and keep available out of its authorized but unissued shares of Common Stock for issuance upon the exercise of this Warrant, free from pre-emptive rights, such number of shares of Common Stock for which this Warrant shall from time to time be exercisable. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation. Without limiting the generality of the foregoing, the Company covenants that it will use commercially reasonable efforts to take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and use commercially reasonable efforts to obtain all such authorizations, exemptions or consents, including but not limited to consents from the Company's stockholders or Board of Directors or any public regulatory body, as may be necessary to enable the Company to perform its obligations under this Warrant.

19. NO THIRD PARTY RIGHTS

This Warrant is not intended, and will not be construed, to create any rights in any parties other than the Company and the Holder, and no person or entity may assert any rights as third-party beneficiary hereunder.

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed as of the date first set forth above.

**GROWGENERATION, CORP.**

By: _____
Name: Darren Lampert
Title: Chief Executive Officer

EXHIBIT A

NOTICE OF EXERCISE

(To be executed by the Holder of Warrant if such Holder desires to exercise Warrant)

To GrowGeneration, Corp.:

The undersigned hereby irrevocably elects to exercise this Warrant and to purchase thereunder, _____ full shares of GrowGeneration, Corp.common stock issuable upon exercise of the Warrant and delivery of $_____ (in cash as provided for in the foregoing Warrant) and any applicable taxes payable by the undersigned pursuant to such Warrant; and

The undersigned requests that certificates for such shares be issued in the name of:

_____
(Please print name, address and social security or federal employer identification number (if applicable))

_____

_____

If the shares issuable upon this exercise of the Warrant are not all of the Warrant Shares which the Holder is entitled to acquire upon the exercise of the Warrant, the undersigned requests that a new Warrant evidencing the rights not so exercised be issued in the name of and delivered to:

_____
(Please print name, address and social security or federal employer identification number (if applicable))

_____

_____

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

EXHIBIT B

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to each assignee set forth below all of the rights of the undersigned under the Warrant (as defined in and evidenced by the attached Warrant) to acquire the number of Warrant Shares set opposite the name of such assignee below and in and to the foregoing Warrant with respect to said acquisition rights and the shares issuable upon exercise of the Warrant:

| Name of Assignee | Address | Number of Shares |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

If the total of the Warrant Shares are not all of the Warrant Shares evidenced by the foregoing Warrant, the undersigned requests that a new Warrant evidencing the right to acquire the Warrant Shares not so assigned be issued in the name of and delivered to the undersigned.

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

**Exhibit 10.1**


March 12, 2015

Darren Lampert, CEO
GrowGeneration Corp.
503 N. Main St., Suite 740
Pueblo, Colorado 81003

Dear Mr. Lampert:

This letter will confirm the basis upon which GrowGeneration Corp., a Colorado corporation, and any and all subsidiaries, partners, affiliates or assignees thereof (individually "Grow" and/or collectively the "Company"), has engaged Cavu Securities, LLC ("Cavu") on a non-exclusive basis, to render financial advisory and investment banking services.

Section 1: Services to be Rendered. Cavu agrees to assist the Company in effecting a sale of the Company's equity securities on the terms and conditions of this letter agreement. The Company currently is seeking to raise up to $4MM, in any form acceptable to the Company (the "Capital Raise"), including a private placement and/or eventual listing of the Company's securities or combination with another entity by which the Company "goes public" (each a "Transaction", or collectively the "Transactions"). Cavu will provide advice and assistance in connection with the Transactions, which may involve, to the extent requested by the Company and appropriate for the Transactions, the following services: (i) identify and introduce potential investors to the Company; (ii) assist in presentations to any investors, at the Company's request; and (iii) advise on relevant issues regarding structuring and closing any Transaction, iv) advise on potential "go-public" transactions (collectively, the "Services").

Please note that this letter does not constitute a commitment by Cavu to provide any financing (including participating in the Transaction), or an obligation of the Company to accept any financing (including the Transaction), nor does it define all of the terms and conditions of the Transaction. Immediately upon execution of this agreement Cavu will initiate the placement process as described below. Further, the Company's Board of Directors may reject any proposed Transaction in its sole and absolute discretion.

Section 2: Information. The Company will furnish Cavu with all financial and other information concerning the Company as Cavu deems appropriate in connection with the performance of the Services contemplated by this engagement and will provide Cavu with access to the officers, directors, employees, accountants, counsel and other representatives of the Company upon reasonable notice. The Company acknowledges and confirms that Cavu (i) will rely solely on such information in the performance of the Services contemplated by this engagement without assuming any responsibility for independent investigation or verification thereof, (ii) assumes no responsibility for the accuracy or completeness of such information or any other information regarding the Company and (iii) will not make any appraisal of any assets of the Company.

The Company represents and warrants and covenants to Cavu that all information (excluding projection, forecast or forward-looking information or statements) regarding the Company (the "Company Information") contained in the final Transaction Documents, taken as a whole and as supplemented from time to time, will not contain any untrue statement of a material fact or to the Company's knowledge, omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements are made. If at any time prior to the closing date of the Transaction an event occurs as a result of which the Company Information or any third party information (to the extent it is actually known to the Company) (as then supplemented or amended) includes any untrue statement of a material fact or to the Company's knowledge omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company will promptly notify Cavu of such event and the Company shall prepare a supplement or amendment to the Company Information which corrects such statement(s) or omission(s) or, if known, third party information. Any projections, forecasts and estimates that have been or are hereafter made available to Cavu by the Company or any of the representatives of the Company in connection with the Transaction are based upon certain assumptions that the Company considers to be reasonable.

Section 3: Matters Relating to Engagement. The Company acknowledges that Cavu has been retained solely to provide the Services set forth in this engagement letter. In rendering such services, Cavu shall act as an Independent Contractor, and any duties of Cavu arising out of its engagement hereunder shall be owed solely to the Company. In connection with any offering of securities, the Company acknowledges that Cavu is engaged in securities trading and brokerage activities, as well as the provision of investment banking and financial advisory services. In the ordinary course of trading and brokerage activities, Cavu and its affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of entities that may be involved in the transactions contemplated hereby.

The Company acknowledges and agrees that Cavu is not, and does not hold itself out to be, an advisor as to legal, tax or accounting matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the risks, benefits and suitability of the transactions contemplated by this engagement letter, and Cavu shall have no responsibility or liability to the Company with respect thereto. The Company further acknowledges and agrees that:

a) it has been advised that Cavu is engaged in a broad range of transactions which may involve interests that differ from those of the Company and that Cavu has no obligation to disclose such interests and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; and

b) it waives, to the fullest extent permitted by law, any claims it may have against Cavu for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that Cavu shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company.

Section 4: Fees. The Company agrees to pay Cavu for the Services in connection with a Transaction as follows:

a) A Cash Success Fee of 7% of the Aggregate Consideration payable in cash upon the closing of a Transaction; and

b) An Equity Success Fee of 7% of the Aggregate Consideration in 5 year warrants, with an exercise price equal to the price of securities sold in the Transaction, or its split adjusted equivalent("Success Warrants").

c) For every $500,000 of capital raised by Cavu in a Transaction, the Company will grant to 15,000 shares of the Company's stock to Cavu.

d) If Cavu successfully raises $3MM or more for the Company, the Company agrees to retain Cavu for a period of 12 months for capital advisory and strategic assistance. Cavu and the Company will negotiate in good faith as to the retainer and fee for additional services.

For purposes of this Agreement, the term "Aggregate Consideration" shall mean the total amount of cash, debt and the fair market value (on the date of closing) of all other property paid or payable directly or indirectly to the Company or received by the Company in connection with a Capital Raise placed by Cavu.

Section 5: Expenses. In addition to any fees that may be payable to Cavu hereunder and regardless of whether any Transaction is proposed or consummated, Company hereby agrees, from time to time upon request, to reimburse Cavu for all reasonable travel, legal or other out-of-pocket expenses incurred in providing the Services, provided, however, that for any individual expense that is estimated to exceed $500 or for total expenses incurred in a single month to exceed $1,000 in the aggregate, Cavu must obtain prior written approval. For purposes of this paragraph, an email or text message is adequate written approval.

Section 6: Termination of Agreement. Cavu's engagement hereunder may be terminated by either the Company or Cavu, with or without cause upon thirty (30) days written notice to that effect to the other party; provided, however, that Cavu will be entitled to any reimbursements and its full fees under Section 4 in the event that, at any time during the one (1) year period following any termination, the Company (i) consummates a Transaction with any investor Cavu introduced to the Company during the term of the engagement, or (ii) enters into an agreement to consummate a Transaction (a "Tail Period Transaction"), with any investor Cavu introduced to the Company during the term of the engagement.

Section 7: Indemnification. The Company and Cavu each agrees to indemnify and hold harmless the other and the other's affiliates and their respective directors, managers, officers, employees, agents and controlling persons (each, an "Indemnified Person") from and against all losses, claims, damages, liabilities or expenses (or actions or proceedings, including security holder actions or proceedings, in respect thereof), related to or arising out of such engagement or the rendering of services by Cavu as requested by the Company that are related to the services rendered under the Engagement Letter, or Cavu's role in connection therewith (collectively, a "Claim" and/or "Loss"), and will reimburse each Indemnified Person promptly for all documented expenses (including reasonable counsel fees and expenses) as they are incurred by an Indemnified Person in connection with the defense of any pending or threatened Claim, or any such action or proceeding arising therefrom. ("Proceeding"); provided, however, that in the event it is finally judicially determined by a court of competent jurisdiction that any such Claim or Loss arose solely out of the gross negligence or willful misconduct of any Indemnified Person then such Indemnified Person shall promptly remit to the Company any amounts reimbursed or advanced under this paragraph.

The Company and Cavu each also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the other or any person asserting claims on the its behalf or in its right for or in connection with such engagement, except to the extent that such Claim is filially judicially determined to have resulted solely from such Indemnified Person's gross negligence or willful misconduct.

The Company and Cavu each agrees that without the other's prior written consent it will not enter into any settlement or compromise of, or consent to, any judgment in a Proceeding arising out of the transactions contemplated by the Engagement Letter and in which the Company, Cavu or any other Indemnified Person is a party to such Proceeding, unless such settlement, compromise or judgment (i) includes an explicit and unconditional release from the party bringing such Proceeding of all Indemnified Persons from all liability arising therefrom and (ii) such compromise settlement, consent or termination does not limit the future conduct of an Indemnified Person whether by injunction, consent decree or other decree or otherwise.

Promptly after an Indemnified Person's receipt of notice of the commencement of any Proceeding, an Indemnified Person shall notify the Company and Cavu in writing of the commencement thereof, but omission so to notify the Company or Cavu will not relieve the Company or Cavu as the case may be from any liability which the Company or Cavu may have to such Indemnified Person, except the obligations to indemnify to the extent that the Company or Cavu, as the case may be, suffers actual prejudice as a result of such failure. The Company and Cavu further agree that the Indemnified Persons are entitled to retain separate counsel of their choice in connection with any of the matters in respect of which indemnification, reimbursement or contribution may be sought under this Agreement, and the reasonable fees and expenses of such counsel shall be included in the indemnification hereunder.

Section 8: Use of Name. Each party hereto agrees that any references to the other party or any of its affiliates made in connection with any Transaction are subject to the other party's prior written approval.

Section 9: Confidentiality. Cavu shall use all Company information provided to it by or on behalf of the Company hereunder solely for the purpose of providing the Services and shall treat confidentially all such information; provided, however, that nothing herein shall prevent Cavu from disclosing any such information (i) as required by applicable law or compulsory legal process, (ii) for evidentiary purposes in any relevant action, proceeding or arbitration to which Cavu or any of its officers, directors or shareholders or any of its affiliates or officers, directors, or shareholders of any such affiliate is a party provided Cavu shall, if permissible, provide prompt notice of such disclosure to the Company and provide the Company adequate time to seek an injunction prohibiting the disclosure of such information, (iii) upon the request or demand of any government or regulatory or self-regulatory body having or claiming authority to regulate or oversee any aspect Cavu's business or that of any of its affiliates, provided Cavu shall, to the extent not prohibited from doing so, provide prompt notice of such request or demand to the Company and provide the Company adequate time to seek an injunction prohibiting the disclosure of such information, (iv) to the extent that such information becomes publicly available other than by reason of improper disclosure by Cavu, or any other person if known by / to Cavu (v) to its affiliates, employees, legal counsel, independent auditors and other experts or agents who need to know such information and are informed of the confidential nature of such information and agree to be bound by such restrictions, (vi) for purposes of establishing a "due diligence" defense, (vii) which was available to Cavu on a non-confidential basis from a source other than the Company, provided that such source was not to the knowledge of Cavu bound by a confidentiality agreement with the Company, and (viii) has been independently acquired or developed by Cavu without violating any of Cavu's obligations under this engagement letter. Further, Cavu agrees that it shall promptly return to the Company any and all Company information or destroy same if instructed to do so by the Company in connection with the termination of this Agreement or otherwise.

Section 10: Scope of Agreement. Nothing in this engagement letter, expressed or implied, is intended to confer or does confer on any person or entity other than the parties hereto or their respective successors and assigns, and to the extent expressly set forth herein, the Indemnified Persons, any rights or remedies under or by reason of this engagement letter or as a result of the services to be rendered by Cavu hereunder. The Company further agrees that neither Cavu nor any of its controlling persons, affiliates, directors, officers, employees or agents shall have any liability to the Company for any losses, claims, damages, liabilities or expenses except to the extent that it shall be determined in a final non-appealable judgment by a court or arbitral tribunal of competent jurisdiction that any losses, claims, damages, liabilities or expenses incurred by the Company resulted from the gross negligence or willful misconduct of Cavu or any of its affiliates, directors, agents, employees or controlling persons in performing the services that are the subject of this engagement in addition to legal costs associated with such claim.

Section 11: Reliance on Others. The Company confirms that it will rely on its own counsel, accountants, and other similar expert advisors for legal, accounting, tax and other similar advice.

Section 12: Enforceability. The invalidity or unenforceability of any provision of this engagement letter shall not affect the validity or enforceability of any other provisions of this engagement letter, which shall remain in full force and effect.

Section 13: No Derivative Rights. The Company recognizes that Cavu has been engaged only by Company, and that Company's engagement of Cavu is not deemed to be on behalf of and is not intended to confer rights upon any shareholder, partner or other owner of Company or any other person not a party hereto as against Cavu or any of its affiliates or any of their respective directors, officers, agents, employees or representatives. Unless otherwise expressly agreed, no one other than Company is authorized to rely upon Company's engagement of Cavu or any statements, advice, opinions or conduct by Cavu. Without limiting the foregoing, any opinions or advice rendered to Company's Board of Directors or management in the course of Company's engagement of Cavu are for the purpose of assisting the Board or management, as the case may be, in considering the matters to which this Agreement relates.

Section 14: Governing Law and Submission to Jurisdiction. This engagement letter shall be governed by, and construed in accordance with, the internal laws of the State of New York without giving effect to the principles of conflicts of law or choice of law rules that would cause the application of the law of another jurisdiction. EACH OF THE COMPANY AND CAVU IRREVOCABLY AGREES TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS ENGAGEMENT LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER.

The Company irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in the County of New York over any suit, action or proceeding arising out of or relating to this engagement letter. Service of any process, summons, notice or document by registered mail addressed to the Company shall be effective service of process against such person for any suit, action or proceeding brought in any such court. The Company irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction the Company is or may be subject, by suit upon judgffiellt.

Section 15: Successors and Assigns. This Engagement Letter shall be binding upon and inure to the benefit of Company's successors and assigns and upon Cavu and any other Indemnified Person and their respective successors, assigns, heirs and personal representatives. Notwithstanding the foregoing, neither the Company nor Cavu may assign this Agreement without the prior written consent of the other party.

Section 16: Notices. All notices under this Agreement will be in writing and will be sent,

if to the Company:
To the address as set forth above.

if to CAVU:
CAVU, Inc.
420 Lexington Avenue
Suite 3030
New York, NY 10170
Emailmbaruchowitz@Cavusecurities.com

Section 17: Survival. The provisions of Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 hereof shall survive any termination of this letter agreement.

**Important Information About Opening Your New Account And/Or Entering into a Business Relationship with CAVU:** To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and/or enters into a business relationship.

If the foregoing correctly sets forth the understanding and agreement between Cavu and the Company, please so indicate in the space provided for that purpose below, whereupon this letter shall constitute a binding agreement as of the date first above written.

CAVU, Inc.

By: /s/ Mitchell Baruchowitz
Name: Mitchell Baruchowitz
Title: Sr. MANAGING DIRECTOR

ACCEPTED AND AGREED:

Grow Generation Corp.

By: /s/ Darren Lampert
Name: Darren Lampert
Title: C.E.O

Cavu-Grow Generation Engagement Letter Signature Page

**ANNEX A**

**SUBSCRIPTION AGREEMENT**

EasyLife, Corp.
70 Taxter Road
Elmsford NY 10523

Ladies and Gentlemen:

1 . **Subscription.** The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from EasyLife, Corp., a Colorado corporation (the "Company") the number of shares of common stock (the "Common Shares") set forth on the signature page hereof at a purchase price of $.60 per Share

2. This subscription is submitted to you in accordance with and subject to the terms and conditions described in this Subscription Agreement and the Confidential Private Placement Memorandum of the Company dated March 24, 2014, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto (the "Memorandum"), relating to the offering (the "Offering") by the Company of one million (1,000,000) Common Shares (the "Offering Amount"). The terms of the Offering are more completely described in the Memorandum and such terms are incorporated herein in their entirety.

3. **Payment.**

(a) The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to the Company in the full amount of the purchase price of the Common Shares being subscribed for. Wire transfer instructions are set forth on page 12 hereof under the heading "To subscribe for Common Shares in the private offering of EasyLife Corp." Each Purchaser must also deliver two completed and executed Omnibus Signature Pages to this Subscription Agreement and the Registration Rights Agreement, in the form of Annex B to the Memorandum (the "Registration Rights Agreement").

4. **Deposit of Funds.** All payments made as provided in Section 3 hereof shall be deposited by the Company directly in its operating account.

5 . **Acceptance of Subscription.** The Purchaser understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Common Shares, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. If this subscription is rejected in whole, all funds received from the Purchaser will be returned without interest or offset, and this Subscription Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest or offset, and this Subscription Agreement will continue in full force and effect to the extent this subscription was accepted.

6. **Representations and Warranties**.

The Purchaser hereby acknowledges, represents, warrants, and agrees as follows:

(a) None of the Common Shares offered pursuant to the Memorandum are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Common Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) thereof and the provisions of Regulation D ("Regulation D") United States Securities and Exchange Commission (the "SEC") thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement;

(b) Prior to the execution of this Subscription Agreement, the Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax adviser, if any (collectively, the "Advisers"), have received the Memorandum and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein;

(c) Neither the Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved the Common Shares or passed upon or endorsed the merits of the offering of Common Shares or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any federal, state or other regulatory authority;

(d) All documents, records, and books pertaining to the investment in the Common Shares (including, without limitation, the Memorandum) have been made available for inspection by such Purchaser and its Advisers, if any;

(e) The Purchaser and its Advisers, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the offering of the Common Shares and the business, financial condition and results of operations of the Company, and all such questions have been answered to the full satisfaction of the Purchaser and its Advisers, if any;

(f) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or information (oral or written) other than as stated in the Memorandum.

(g) The Purchaser is unaware of, is in no way relying on, and did not become aware of the Offering of the Common Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet (including, without limitation, internet "blogs," bulletin boards, discussion groups and social networking sites) in connection with the Offering and sale of the Common Shares and is not subscribing for the Common Shares and did not become aware of the Offering of the Common Shares through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

(h) The Purchaser has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby (other than commissions to be paid by the Company to a FINRA member that participates in the Offering as otherwise described in the Memorandum);

(i) The Purchaser, together with its Advisers, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the information made available to it in connection with the Offering to evaluate the merits and risks of an investment in the Common Shares and the Company and to make an informed investment decision with respect thereto;

(j) The Purchaser is not relying on the Company or any of its employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Common Shares, and the Purchaser has relied on the advice of, or has consulted with, only its own Advisers;

(k) The Purchaser is acquiring the Common Shares solely for such Purchaser's own account for investment purposes only and not with a view to or intent of resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Common Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

(l) The Purchaser must bear the substantial economic risks of the investment in the Common Shares indefinitely because none of the securities included in the Common Shares may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends to the following effect shall be placed on the securities included in the Common Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws:

> **THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN ACCORDANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR UNDER AN EFFECTIVE REGISTRATION STATEMENT, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED HEREBY MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.**

Appropriate notations will be made in the Company's stock books to the effect that the securities included in the Common Shares have not been registered under the Securities Act or applicable state securities laws. Stop transfer instructions will be placed with the transfer agent of the Common Shares. The Company has agreed that purchasers of the Common Shares will have, with respect to the Common Shares, the registration rights described in the Registration Rights Agreement. Notwithstanding such registration rights, there can be no assurance that there will be any market for resale of the Common Shares, nor can there be any assurance that such securities will be freely transferable at any time in the foreseeable future.

(m) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of its investment in the Common Shares for an indefinite period of time;

(n) The Purchaser is aware that an investment in the Common Shares is high risk, involving a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the Memorandum, and, in particular, acknowledges that the Company has a limited operating history, limited assets, and is engaged in a highly competitive business;

(o) The Purchaser represents that it meets the requirements of at least one of the suitability standards for an "accredited investor" as that term is defined in Regulation D and as set forth on the Accredited Investor Certification contained herein.

(p) The Purchaser (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Common Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the securities constituting the Common Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

(q) The Purchaser and the Advisers, if any, have had the opportunity to obtain any additional information, to the extent the Company has such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Memorandum and all documents received or reviewed in connection with the purchase of the Common Shares and have had the opportunity to have representatives of the Company provide them with such additional information regarding the terms and conditions of this particular investment and the financial condition, results of operations, business of the Company and deemed relevant by the Purchaser or the Advisers, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the full satisfaction of the Purchaser and the Advisers, if any;

(r) Any information which the Purchaser has heretofore furnished or is furnishing herewith to the Company is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under federal and state securities laws in connection with the offering of securities as described in the Memorandum. The Purchaser further represents and warrants that it will notify and supply corrective information to the Company immediately upon the occurrence of any change therein occurring prior to the Company's issuance of the Common Shares;

(s) The Purchaser has significant prior investment experience, including investment in non-listed and non-registered securities. The Purchaser is knowledgeable about investment considerations in development-stage companies with limited operating histories. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser’s net worth and financial circumstances and the purchase of the Common Shares will not cause such commitment to become excessive. The investment is a suitable one for the Purchaser;

(t) The Purchaser is satisfied that the Purchaser has received adequate information with respect to all matters which it or the Advisers, if any, consider material to its decision to make this investment;

(u) The Purchaser acknowledges that any estimates or forward-looking statements or projections included in the Memorandum were prepared by the Company in good faith but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company should not be relied upon;

(v) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or the Advisers, if any, in connection with the Offering which are in any way inconsistent with the information contained in the Memorandum;

(w) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject;

(x) THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL;

(y) The Purchaser acknowledges that the Common Shares have not been recommended by any federal or state securities commission or regulatory authority. In making an investment decision investors must rely on their own examination of the Company and the terms of the Offering, including the merits and risks involved. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Subscription Agreement or the Memorandum. Any representation to the contrary is a criminal offense. The Common Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act, and the applicable state securities laws, pursuant to registration or exemption therefrom. The Purchaser should be aware that it will be required to bear the financial risks of this investment for an indefinite period of time;

(z) **(For ERISA plans only)** The fiduciary of the ERISA plan (the "Plan") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Purchaser fiduciary or Plan (a) is responsible for the decision to invest in the Company; (b) is independent of the Company or any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser fiduciary or Plan has not relied primarily on any advice or recommendation of the Company or any of its affiliates;

(aa) **The Purchaser should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations**. The Purchaser represents that the amounts invested by it in the Company in the Offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists;

(bb) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in the preceding paragraph. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Purchaser, either by prohibiting additional subscriptions from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and may also be required to report such action and to disclose the Purchaser's identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs;

(cc) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure,[2] or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below; and

---

[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

(dd) If the Purchaser is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

7. **Indemnification.** The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

8. **Irrevocability; Binding Effect.** The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments herein shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives, and permitted assigns.

9. **Modification.** This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

10. **Immaterial Modifications to the Registration Rights Agreement.** The Company may, at any time prior to the Closing, amend the Registration Rights Agreement if necessary to clarify any provision therein, without first providing notice or obtaining prior consent of the Subscriber, if, and only if, such modification is not material in any respect.

11. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 10). Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

12. **Assignability.** This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the Common Shares of Common Stock or the Warrants shall be made only in accordance with all applicable laws.

13. **Applicable Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be wholly-performed within said State.

14. **Arbitration.** The parties agree to submit all controversies to arbitration in accordance with the provisions set forth below and understand that:

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.

(c) Pre-arbitration discovery is generally more limited and different from court proceedings.

(d) The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(f) All controversies which may arise between the parties concerning this Subscription Agreement shall be determined by arbitration pursuant to the rules then pertaining to the Financial Industry Regulatory Authority, Inc. ("FINRA") in New York, New York. Judgment on any award of any such arbitration may be entered in the Supreme Court of the State of New York or in any other court having jurisdiction of the person or persons against whom such award is rendered. Any notice of such arbitration or for the confirmation of any award in any arbitration shall be sufficient if given in accordance with the provisions of this Agreement. The parties agree that the determination of the arbitrators shall be binding and conclusive upon them.

15. **Blue Sky Qualification.** The purchase of Common Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Common Shares from applicable federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

16. **Use of Pronouns.** All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

17. **Confidentiality.** The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company or any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company or and confidential information obtained by or given to the Company or about or belonging to third parties.

18. **Miscellaneous**.

(a) This Subscription Agreement, together with the Registration Rights Agreement, constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) The representations and warranties of the Company and the Purchaser made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Common Shares of Common Stock and Warrants contained in the Common Shares.

(c) Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

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

(e) Each provision of this Subscription Agreement shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f) Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

(g) The Purchaser understands and acknowledges that there may be multiple closings for this Offering.

19. **Omnibus Signature Page.** This Subscription Agreement is intended to be read and construed in conjunction with the Registration Rights Agreement pertaining to the issuance by the Company of the Common Shares to subscribers pursuant to the Memorandum. Accordingly, pursuant to the terms and conditions of this Subscription Agreement and such related agreements it is hereby agreed that the execution by the Purchaser of this Subscription Agreement, in the place set forth herein, shall constitute agreement to be bound by the terms and conditions hereof and the terms and conditions of the Registration Rights Agreement, with the same effect as if each of such separate but related agreement were separately signed.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**To subscribe for Common Shares in the private offering of EasyLife, Corp.:**

1. **Date and Fill** in the number of Common Shares being purchased and **Complete and Sign** the Omnibus Signature Page of the Subscription Agreement.

2. **Initial** the Accredited Investor Certification page attached to this letter.

3. **Complete** and return the Investor Profile and, if applicable, Wire Transfer Authorization attached to this letter.

4. **Email** all forms to Darren Lampert at Darren@easylifecorp.com and then send all signed original documents with check to:

   **Darren Lampert**
   EasyLife, Corp.
   70 Taxter Road
   Elmsford NY 10523

5. Please make your subscription payment payable to the order of **"EasyLife, Corp."**

**For wiring funds directly to the Company's account, see the following instructions:**

| | |
|---|---|
| **Company:** | EasyLife, Corp. |
| **Bank Account Number:** | 571652812 |
| **Name of Bank:** | JP Morgan Chase Bank, N.A. |
| **Bank Address:** | 1073 North Street, Greenwich, Ct. 06831 |
| **Bank Phone Number:** | (203) 869-5140 |
| **ABA/Routing Number:** | 02100361 |

Thank you for your interest,

EasyLife, Corp.

## ANTI MONEY LAUNDERING REQUIREMENTS

| The USA PATRIOT Act | What is money laundering? | How big is the problem and why is it important? |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002 all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at $1 trillion a year. |

| What are we required to do to eliminate money laundering? | |
|---|---|
| Under rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with such laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

**EASYLIFE, CORP.**
OMNIBUS SIGNATURE PAGE TO THE
SUBSCRIPTION AGREEMENT
AND REGISTRATION RIGHTS AGREEMENT

**Subscriber hereby elects to subscribe under the Subscription Agreement for a total of _____ Common Shares at a price of $.60 per Share (NOTE: to be completed by subscriber) and executes the Subscription Agreement and the Registration Rights Agreement.**

Date (NOTE: To be completed by subscriber): _____

If the Purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

| | |
|---|---|
| **Print Name(s)** | **Social Security Number(s)** |
| **Signature(s) of Subscriber(s)** | **Signature** |
| **Date** | **Address** |

If the Purchaser is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

| | |
|---|---|
| **Name of Partnership, Corporation, Limited Liability Company or Trust** | **Federal Taxpayer Identification Number** |
| **By:**<br>**Name:**<br>**Title:** | **State of Organization** |
| **Date** | **Address** |

**EASYLIFE, CORP.**

By: _____
Authorized Officer

**EASYLIFE, CORP.**

**ACCREDITED INVESTOR CERTIFICATION**

**For Individual Investors Only**
**(all Individual Investors must *INITIAL* where appropriate):**

**Initial** _____ I have a net worth (including homes, furnishings and automobiles, but excluding for these purposes the value of my primary residence) in excess of $1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse.

**Initial** _____ I have had an annual gross income for the past two years of at least $200,000 (or $300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

**Initial** _____ I am a director or executive officer of EasyLife, Corp.

**For Non-Individual Investors**
**(all Non-Individual Investors must *INITIAL* where appropriate):**

**Initial** _____ The investor certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet at least one of the criteria for Individual Investors set forth above.

**Initial** _____ The investor certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least $5 million and was not formed for the purpose of investing in the Company.

**Initial** _____ The investor certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

**Initial** _____ The investor certifies that it is an employee benefit plan whose total assets exceed $5,000,000 as of the date of this Agreement.

**Initial** _____ The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors.

**Initial** _____ The investor certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

**Initial** _____ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

**Initial** _____ The investor certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding $5,000,000 and not formed for the specific purpose of investing in the Company.

**Initial** _____ The investor certifies that it is a trust with total assets of at least $5,000,000, not formed for the specific purpose of investing in the Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

**Initial** _____ The investor certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of $5,000,000.

**Initial** _____ The investor certifies that it is an insurance company as defined in §2(13) of the Securities Act, or a registered investment company.

**ANNEX A**

**SUBSCRIPTION AGREEMENT**

GrowGeneration, Corp.
503 North Main St.
Pueblo, CO 81003

Ladies and Gentlemen:

1 . **Subscription.** The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from GrowGeneration, Corp., a Colorado corporation (the "Company") the number of shares of common stock (the "Common Shares") set forth on the signature page hereof at a purchase price of $.60 per Share

2. This subscription is submitted to you in accordance with and subject to the terms and conditions described in this Subscription Agreement and the Confidential Private Placement Memorandum of the Company dated February 1, 2015, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto (the "Memorandum"), relating to the offering (the "Offering") by the Company of four million (5,000,000) Common Shares (the "Offering Amount"). The terms of the Offering are more completely described in the Memorandum and such terms are incorporated herein in their entirety.

3. **Payment.**

(a) The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to the Company in the full amount of the purchase price of the Common Shares being subscribed for. Wire transfer instructions are set forth on page 12 hereof under the heading "To subscribe for Common Shares in the private offering of GrowGeneration Corp." Each Purchaser must also deliver two completed and executed Omnibus Signature Pages to this Subscription Agreement and the Registration Rights Agreement, in the form of Annex B to the Memorandum (the "Registration Rights Agreement").

4. **Deposit of Funds.** All payments made as provided in Section 3 hereof shall be deposited by the Company directly in its operating account.

5 . **Acceptance of Subscription.** The Purchaser understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Common Shares, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. If this subscription is rejected in whole, all funds received from the Purchaser will be returned without interest or offset, and this Subscription Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest or offset, and this Subscription Agreement will continue in full force and effect to the extent this subscription was accepted.

6. **Representations and Warranties**.

The Purchaser hereby acknowledges, represents, warrants, and agrees as follows:

(a) None of the Common Shares offered pursuant to the Memorandum are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Common Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) thereof and the provisions of Regulation D ("Regulation D") United States Securities and Exchange Commission (the "SEC") thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement;

(b) Prior to the execution of this Subscription Agreement, the Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax adviser, if any (collectively, the "Advisers"), have received the Memorandum and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein;

(c) Neither the Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved the Common Shares or passed upon or endorsed the merits of the offering of Common Shares or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any federal, state or other regulatory authority;

(d) All documents, records, and books pertaining to the investment in the Common Shares (including, without limitation, the Memorandum) have been made available for inspection by such Purchaser and its Advisers, if any;

(e) The Purchaser and its Advisers, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the offering of the Common Shares and the business, financial condition and results of operations of the Company, and all such questions have been answered to the full satisfaction of the Purchaser and its Advisers, if any;

(f) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or information (oral or written) other than as stated in the Memorandum.

(g) The Purchaser is unaware of, is in no way relying on, and did not become aware of the Offering of the Common Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet (including, without limitation, internet "blogs," bulletin boards, discussion groups and social networking sites) in connection with the Offering and sale of the Common Shares and is not subscribing for the Common Shares and did not become aware of the Offering of the Common Shares through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

(h) The Purchaser has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby, other than commissions, Placement Agent Warrants and Placement Agent Shares (as such terms are defined in the Memorandum) to be paid by the Company to any FINRA Member that is participating in the Offering, as described in the Memorandum;

(i) The Purchaser, together with its Advisers, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the information made available to it in connection with the Offering to evaluate the merits and risks of an investment in the Common Shares and the Company and to make an informed investment decision with respect thereto;

(j) The Purchaser is not relying on the Company or any of its employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Common Shares, and the Purchaser has relied on the advice of, or has consulted with, only its own Advisers;

(k) The Purchaser is acquiring the Common Shares solely for such Purchaser's own account for investment purposes only and not with a view to or intent of resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Common Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

(l) The Purchaser must bear the substantial economic risks of the investment in the Common Shares indefinitely because none of the securities included in the Common Shares may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends to the following effect shall be placed on the securities included in the Common Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws:

**THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN ACCORDANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR UNDER AN EFFECTIVE REGISTRATION STATEMENT, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED HEREBY MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.**

Appropriate notations will be made in the Company's stock books to the effect that the securities included in the Common Shares have not been registered under the Securities Act or applicable state securities laws. Stop transfer instructions will be placed with the transfer agent of the Common Shares. The Company has agreed that purchasers of the Common Shares will have, with respect to the Common Shares, the registration rights described in the Registration Rights Agreement. Notwithstanding such registration rights, there can be no assurance that there will be any market for resale of the Common Shares, nor can there be any assurance that such securities will be freely transferable at any time in the foreseeable future.

(m) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of its investment in the Common Shares for an indefinite period of time;

(n) The Purchaser is aware that an investment in the Common Shares is high risk, involving a number of very significant risks and has carefully read and considered the matters set forth under the caption “Risk Factors” in the Memorandum, and, in particular, acknowledges that the Company has a limited operating history, limited assets, and is engaged in a highly competitive business;

(o) The Purchaser represents that it meets the requirements of at least one of the suitability standards for an “accredited investor” as that term is defined in Regulation D and as set forth on the Accredited Investor Certification contained herein.

(p) The Purchaser (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Common Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the securities constituting the Common Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

(q) The Purchaser and the Advisers, if any, have had the opportunity to obtain any additional information, to the extent the Company has such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Memorandum and all documents received or reviewed in connection with the purchase of the Common Shares and have had the opportunity to have representatives of the Company provide them with such additional information regarding the terms and conditions of this particular investment and the financial condition, results of operations, business of the Company and deemed relevant by the Purchaser or the Advisers, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the full satisfaction of the Purchaser and the Advisers, if any;

(r) Any information which the Purchaser has heretofore furnished or is furnishing herewith to the Company is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under federal and state securities laws in connection with the offering of securities as described in the Memorandum. The Purchaser further represents and warrants that it will notify and supply corrective information to the Company immediately upon the occurrence of any change therein occurring prior to the Company's issuance of the Common Shares;

(s) The Purchaser has significant prior investment experience, including investment in non-listed and non-registered securities. The Purchaser is knowledgeable about investment considerations in development-stage companies with limited operating histories. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser’s net worth and financial circumstances and the purchase of the Common Shares will not cause such commitment to become excessive. The investment is a suitable one for the Purchaser;

(t) The Purchaser is satisfied that the Purchaser has received adequate information with respect to all matters which it or the Advisers, if any, consider material to its decision to make this investment;

(u) The Purchaser acknowledges that any estimates or forward-looking statements or projections included in the Memorandum were prepared by the Company in good faith but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company should not be relied upon;

(v) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or the Advisers, if any, in connection with the Offering which are in any way inconsistent with the information contained in the Memorandum;

(w) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject;

(x) THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL;

(y) The Purchaser acknowledges that the Common Shares have not been recommended by any federal or state securities commission or regulatory authority. In making an investment decision investors must rely on their own examination of the Company and the terms of the Offering, including the merits and risks involved. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Subscription Agreement or the Memorandum. Any representation to the contrary is a criminal offense. The Common Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act, and the applicable state securities laws, pursuant to registration or exemption therefrom. The Purchaser should be aware that it will be required to bear the financial risks of this investment for an indefinite period of time;

(z) **(For ERISA plans only)** The fiduciary of the ERISA plan (the "Plan") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Purchaser fiduciary or Plan (a) is responsible for the decision to invest in the Company; (b) is independent of the Company or any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser fiduciary or Plan has not relied primarily on any advice or recommendation of the Company or any of its affiliates;

(aa) **The Purchaser should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations**. The Purchaser represents that the amounts invested by it in the Company in the Offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists;

(bb) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in the preceding paragraph. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Purchaser, either by prohibiting additional subscriptions from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and may also be required to report such action and to disclose the Purchaser's identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs;

(cc) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure,[2] or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below; and

---

[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

(dd) If the Purchaser is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

7. **Indemnification.** The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

8. **Irrevocability; Binding Effect.** The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments herein shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives, and permitted assigns.

9. **Modification.** This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

10. **Immaterial Modifications to the Registration Rights Agreement.** The Company may, at any time prior to the Closing, amend the Registration Rights Agreement if necessary to clarify any provision therein, without first providing notice or obtaining prior consent of the Subscriber, if, and only if, such modification is not material in any respect.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

11. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 10). Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

12. **Assignability.** This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the Common Shares of Common Stock or the Warrants shall be made only in accordance with all applicable laws.

13. **Applicable Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be wholly-performed within said State.

14. **Arbitration.** The parties agree to submit all controversies to arbitration in accordance with the provisions set forth below and understand that:

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.

(c) Pre-arbitration discovery is generally more limited and different from court proceedings.

(d) The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(f) All controversies which may arise between the parties concerning this Subscription Agreement shall be determined by arbitration pursuant to the rules then pertaining to the Financial Industry Regulatory Authority, Inc. ("FINRA") in New York, New York. Judgment on any award of any such arbitration may be entered in the Supreme Court of the State of New York or in any other court having jurisdiction of the person or persons against whom such award is rendered**.** Any notice of such arbitration or for the confirmation of any award in any arbitration shall be sufficient if given in accordance with the provisions of this Agreement. The parties agree that the determination of the arbitrators shall be binding and conclusive upon them.

15. **Blue Sky Qualification.** The purchase of Common Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Common Shares from applicable federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

16. **Use of Pronouns.** All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

17. **Confidentiality.** The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company or any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company or and confidential information obtained by or given to the Company or about or belonging to third parties.

18. **Miscellaneous**.

(a) This Subscription Agreement, together with the Registration Rights Agreement, constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) The representations and warranties of the Company and the Purchaser made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Common Shares of Common Stock and Warrants contained in the Common Shares.

(c) Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

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

(e) Each provision of this Subscription Agreement shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f) Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

(g) The Purchaser understands and acknowledges that there may be multiple closings for this Offering.

19. **Omnibus Signature Page.** This Subscription Agreement is intended to be read and construed in conjunction with the Registration Rights Agreement pertaining to the issuance by the Company of the Common Shares to subscribers pursuant to the Memorandum. Accordingly, pursuant to the terms and conditions of this Subscription Agreement and such related agreements it is hereby agreed that the execution by the Purchaser of this Subscription Agreement, in the place set forth herein, shall constitute agreement to be bound by the terms and conditions hereof and the terms and conditions of the Registration Rights Agreement, with the same effect as if each of such separate but related agreement were separately signed.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**To subscribe for Common Shares in the private offering of GrowGeneration, Corp.:**

1. **Date and Fill** in the number of Common Shares being purchased and **Complete and Sign** the Omnibus Signature Page of the Subscription Agreement.

2. **Initial** the Accredited Investor Certification page attached to this letter.

3. **Complete** and return the Investor Profile and, if applicable, Wire Transfer Authorization attached to this letter.

4. **Email** all forms to Darren Lampert at Darren@GrowGeneration.com and then send all signed original documents with check to:

   **Darren Lampert**
   GrowGeneration, Corp.
   24 Orchard Drive
   Armonk,NY 10504

5. Please make your subscription payment payable to the order of **"GrowGeneration, Corp."**

**For wiring funds directly to the Company's account, see the following instructions:**

| | |
|---|---|
| **Company:** | GrowGeneration, Corp. |
| **Bank Account Number:** | 571652812 |
| **Name of Bank:** | JP Morgan Chase Bank, N.A. |
| **Bank Address:** | 1073 North Street, Greenwich, Ct. 06831 |
| **Bank Phone Number:** | (203) 869-5140 |
| **ABA/Routing Number:** | 021000021 |

Thank you for your interest,

GrowGeneration, Corp.

## ANTI MONEY LAUNDERING REQUIREMENTS

| The USA PATRIOT Act | What is money laundering? | How big is the problem and why is it important? |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002 all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at $1 trillion a year. |

| What are we required to do to eliminate money laundering? | |
|---|---|
| Under rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with such laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

**GROWGENERATION, CORP.**
OMNIBUS SIGNATURE PAGE TO THE
SUBSCRIPTION AGREEMENT
AND REGISTRATION RIGHTS AGREEMENT

**Subscriber hereby elects to subscribe under the Subscription Agreement for a total of _____ Common Shares at a price of $.60 per Share (NOTE: to be completed by subscriber) and executes the Subscription Agreement and the Registration Rights Agreement.**

Date (NOTE: To be completed by subscriber): _____

If the Purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

| | |
|---|---|
| **Print Name(s)** | **Social Security Number(s)** |
| **Signature(s) of Subscriber(s)** | **Signature** |
| **Date** | **Address** |

If the Purchaser is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

| | |
|---|---|
| **Name of Partnership, Corporation, Limited Liability Company or Trust** | **Federal Taxpayer Identification Number** |
| **By:** _____<br>**Name:**<br>**Title:** | **State of Organization** |
| **Date** | **Address** |

**GROWGENERATION, CORP.**

By: _____
Authorized Officer

**GROWGENERATION, CORP.**
**ACCREDITED INVESTOR CERTIFICATION**

**For Individual Investors Only**
**(all Individual Investors must *INITIAL* where appropriate):**

**Initial** _____ I have a net worth (including homes, furnishings and automobiles, but excluding for these purposes the value of my primary residence) in excess of $1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse.

**Initial** _____ I have had an annual gross income for the past two years of at least $200,000 (or $300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

**Initial** _____ I am a director or executive officer of GrowGeneration, Corp.

**For Non-Individual Investors**
**(all Non-Individual Investors must *INITIAL* where appropriate):**

**Initial** _____ The investor certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet at least one of the criteria for Individual Investors set forth above.

**Initial** _____ The investor certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least $5 million and was not formed for the purpose of investing in the Company.

**Initial** _____ The investor certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

**Initial** _____ The investor certifies that it is an employee benefit plan whose total assets exceed $5,000,000 as of the date of this Agreement.

**Initial** _____ The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors.

**Initial** _____ The investor certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

**Initial** _____ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

**Initial** _____ The investor certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding $5,000,000 and not formed for the specific purpose of investing in the Company.

**Initial** _____ The investor certifies that it is a trust with total assets of at least $5,000,000, not formed for the specific purpose of investing in the Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

**Initial** _____ The investor certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of $5,000,000.

**Initial** _____ The investor certifies that it is an insurance company as defined in §2(13) of the Securities Act, or a registered investment company.

**ANNEX A**

**SUBSCRIPTION AGREEMENT**

GrowGeneration, Corp.
503 North Main St.
Pueblo, CO 81003

Ladies and Gentlemen:

1 . **Subscription.** The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from GrowGeneration, Corp., a Colorado corporation (the "Company") the number of Units (the "Units") set forth on the signature page hereof at a purchase price of $.70 per Unit. Each Unit consists of (i) 1 share of the Company's common stock, par value $0.001 per share (the "Common Stock") and (ii) a 5 year warrant (each, a "Warrant" and collectively, the "Warrants") to purchase 1 share of Common Stock at an exercise price of $.70 per share.

2. This subscription is submitted to you in accordance with and subject to the terms and conditions described in this Subscription Agreement and the Confidential Private Placement Memorandum of the Company dated July 11, 2015, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto (the "Memorandum"), relating to the offering (the "Offering") by the Company of up to six million (6,000,000) Units (the "Offering Amount"). The terms of the Offering are more completely described in the Memorandum and such terms are incorporated herein in their entirety.

3. **Payment.**

(a) The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to the Company in the full amount of the purchase price of the Units being subscribed for. Wire transfer instructions are set forth on page 12 hereof under the heading "To subscribe for Units in the private offering of GrowGeneration Corp." Each Purchaser must also deliver two completed and executed Omnibus Signature Pages to this Subscription Agreement and the Registration Rights Agreement, in the form of Annex B to the Memorandum (the "Registration Rights Agreement").

4. **Deposit of Funds.** All payments made as provided in Section 3 hereof shall be deposited by the Company directly in its operating account.

5 . **Acceptance of Subscription.** The Purchaser understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Units, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. If this subscription is rejected in whole, all funds received from the Purchaser will be returned without interest or offset, and this Subscription Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest or offset, and this Subscription Agreement will continue in full force and effect to the extent this subscription was accepted.

6. **Representations and Warranties**.

The Purchaser hereby acknowledges, represents, warrants, and agrees as follows:

(a) None of the Units offered pursuant to the Memorandum are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Units is intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) thereof and the provisions of Regulation D ("Regulation D") United States Securities and Exchange Commission (the "SEC") thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement;

(b) Prior to the execution of this Subscription Agreement, the Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax adviser, if any (collectively, the "Advisers"), have received the Memorandum and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein;

(c) Neither the Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved the Units or passed upon or endorsed the merits of the offering of Units or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any federal, state or other regulatory authority;

(d) All documents, records, and books pertaining to the investment in the Units (including, without limitation, the Memorandum) have been made available for inspection by such Purchaser and its Advisers, if any;

(e) The Purchaser and its Advisers, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the offering of the Units and the business, financial condition and results of operations of the Company, and all such questions have been answered to the full satisfaction of the Purchaser and its Advisers, if any;

(f) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or information (oral or written) other than as stated in the Memorandum.

(g) The Purchaser is unaware of, is in no way relying on, and did not become aware of the Offering of the Units through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet (including, without limitation, internet "blogs," bulletin boards, discussion groups and social networking sites) in connection with the Offering and sale of the Units and is not subscribing for the Units and did not become aware of the Offering of the Units through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

(h) The Purchaser has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby, other than commissions, Placement Agent Warrants and Placement Agent Units (as such terms are defined in the Memorandum) to be paid by the Company to any FINRA Member that is participating in the Offering, as described in the Memorandum;

(i) The Purchaser, together with its Advisers, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the information made available to it in connection with the Offering to evaluate the merits and risks of an investment in the Units and the Company and to make an informed investment decision with respect thereto;

(j) The Purchaser is not relying on the Company or any of its employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Units, and the Purchaser has relied on the advice of, or has consulted with, only its own Advisers;

(k) The Purchaser is acquiring the Units solely for such Purchaser's own account for investment purposes only and not with a view to or intent of resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Units, and the Purchaser has no plans to enter into any such agreement or arrangement;

(l) The Purchaser must bear the substantial economic risks of the investment in the Units indefinitely because none of the securities included in the Units may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends to the following effect shall be placed on the securities included in the Units to the effect that they have not been registered under the Securities Act or applicable state securities laws:

**THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN ACCORDANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR UNDER AN EFFECTIVE REGISTRATION STATEMENT, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED HEREBY MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.**

Appropriate notations will be made in the Company's stock books to the effect that the securities included in the Units have not been registered under the Securities Act or applicable state securities laws. Stop transfer instructions will be placed with the transfer agent of the Units. The Company has agreed that purchasers of the Units will have, with respect to the Units, the registration rights described in the Registration Rights Agreement. Notwithstanding such registration rights, there can be no assurance that there will be any market for resale of the Units or the shares of Common Stock or Warrants that comprise the Units, nor can there be any assurance that such securities will be freely transferable at any time in the foreseeable future.

(m) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of its investment in the Units for an indefinite period of time;

(n) The Purchaser is aware that an investment in the Units is high risk, involving a number of very significant risks and has carefully read and considered the matters set forth under the caption “Risk Factors” in the Memorandum, and, in particular, acknowledges that the Company has a limited operating history, limited assets, and is engaged in a highly competitive business;

(o) The Purchaser represents that it meets the requirements of at least one of the suitability standards for an “accredited investor” as that term is defined in Regulation D and as set forth on the Accredited Investor Certification contained herein.

(p) The Purchaser (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Units, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the securities constituting the Units, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

(q) The Purchaser and the Advisers, if any, have had the opportunity to obtain any additional information, to the extent the Company has such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Memorandum and all documents received or reviewed in connection with the purchase of the Units and have had the opportunity to have representatives of the Company provide them with such additional information regarding the terms and conditions of this particular investment and the financial condition, results of operations, business of the Company and deemed relevant by the Purchaser or the Advisers, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the full satisfaction of the Purchaser and the Advisers, if any;

(r) Any information which the Purchaser has heretofore furnished or is furnishing herewith to the Company is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under federal and state securities laws in connection with the offering of securities as described in the Memorandum. The Purchaser further represents and warrants that it will notify and supply corrective information to the Company immediately upon the occurrence of any change therein occurring prior to the Company's issuance of the Units;

(s) The Purchaser has significant prior investment experience, including investment in non-listed and non-registered securities. The Purchaser is knowledgeable about investment considerations in development-stage companies with limited operating histories. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser’s net worth and financial circumstances and the purchase of the Units will not cause such commitment to become excessive. The investment is a suitable one for the Purchaser;

(t) The Purchaser is satisfied that the Purchaser has received adequate information with respect to all matters which it or the Advisers, if any, consider material to its decision to make this investment;

(u) The Purchaser acknowledges that any estimates or forward-looking statements or projections included in the Memorandum were prepared by the Company in good faith but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company should not be relied upon;

(v) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or the Advisers, if any, in connection with the Offering which are in any way inconsistent with the information contained in the Memorandum;

(w) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject;

(x) THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL;

(y) The Purchaser acknowledges that neither the Units nor the shares of Common Stock or Warrants comprising the Units have not been recommended by any federal or state securities commission or regulatory authority. In making an investment decision investors must rely on their own examination of the Company and the terms of the Offering, including the merits and risks involved. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Subscription Agreement or the Memorandum. Any representation to the contrary is a criminal offense. The Units are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act, and the applicable state securities laws, pursuant to registration or exemption therefrom. The Purchaser should be aware that it will be required to bear the financial risks of this investment for an indefinite period of time;

(z) **(For ERISA plans only)** The fiduciary of the ERISA plan (the "Plan") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Purchaser fiduciary or Plan (a) is responsible for the decision to invest in the Company; (b) is independent of the Company or any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser fiduciary or Plan has not relied primarily on any advice or recommendation of the Company or any of its affiliates;

(aa) **The Purchaser should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations**. The Purchaser represents that the amounts invested by it in the Company in the Offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists;

(bb) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in the preceding paragraph. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Purchaser, either by prohibiting additional subscriptions from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and may also be required to report such action and to disclose the Purchaser's identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs;

(cc) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure,[2] or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below; and

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

(dd) If the Purchaser is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

7. **Indemnification.** The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

8. **Irrevocability; Binding Effect.** The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments herein shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives, and permitted assigns.

9. **Modification.** This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

10. **Immaterial Modifications to the Registration Rights Agreement.** The Company may, at any time prior to the Closing, amend the Registration Rights Agreement if necessary to clarify any provision therein, without first providing notice or obtaining prior consent of the Subscriber, if, and only if, such modification is not material in any respect.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

11. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 10). Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

12. **Assignability.** This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the Units of Common Stock or the Warrants shall be made only in accordance with all applicable laws.

13. **Applicable Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be wholly-performed within said State.

14. **Arbitration.** The parties agree to submit all controversies to arbitration in accordance with the provisions set forth below and understand that:

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.

(c) Pre-arbitration discovery is generally more limited and different from court proceedings.

(d) The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(f) All controversies which may arise between the parties concerning this Subscription Agreement shall be determined by arbitration pursuant to the rules then pertaining to the Financial Industry Regulatory Authority, Inc. ("FINRA") in New York, New York. Judgment on any award of any such arbitration may be entered in the Supreme Court of the State of New York or in any other court having jurisdiction of the person or persons against whom such award is rendered**.** Any notice of such arbitration or for the confirmation of any award in any arbitration shall be sufficient if given in accordance with the provisions of this Agreement. The parties agree that the determination of the arbitrators shall be binding and conclusive upon them.

15. **Blue Sky Qualification.** The purchase of Units under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Units from applicable federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

16. **Use of Pronouns.** All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

17. **Confidentiality.** The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company or any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company or and confidential information obtained by or given to the Company or about or belonging to third parties.

18. **Miscellaneous**.

(a) This Subscription Agreement, together with the Registration Rights Agreement, constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) The representations and warranties of the Company and the Purchaser made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares of Common Stock and Warrants contained in the Units.

(c) Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

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

(e) Each provision of this Subscription Agreement shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f) Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

(g) The Purchaser understands and acknowledges that there may be multiple closings for this Offering.

19. **Omnibus Signature Page.** This Subscription Agreement is intended to be read and construed in conjunction with the Registration Rights Agreement pertaining to the issuance by the Company of the Units to subscribers pursuant to the Memorandum. Accordingly, pursuant to the terms and conditions of this Subscription Agreement and such related agreements it is hereby agreed that the execution by the Purchaser of this Subscription Agreement, in the place set forth herein, shall constitute agreement to be bound by the terms and conditions hereof and the terms and conditions of the Registration Rights Agreement, with the same effect as if each of such separate but related agreement were separately signed.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**To subscribe for Units in the private offering of GrowGeneration, Corp.:**

1. **Date and Fill** in the number of Units being purchased and **Complete and Sign** the Omnibus Signature Page of the Subscription Agreement.

2. **Initial** the Accredited Investor Certification page attached to this letter.

3. **Complete** and return the Investor Profile and, if applicable, Wire Transfer Authorization attached to this letter.

4. **Email** all forms to Darren Lampert at Darren@GrowGeneration.com and then send all signed original documents with check to:

   **Darren Lampert**
   GrowGeneration, Corp.
   24 Orchard Drive
   Armonk,NY 10504

5. Please make your subscription payment payable to the order of **"GrowGeneration, Corp."**

**For wiring funds directly to the Company's account, see the following instructions:**

| | |
|---|---|
| **Company:** | GrowGeneration, Corp. |
| **Bank Account Number:** | 571652812 |
| **Name of Bank:** | JP Morgan Chase Bank, N.A. |
| **Bank Address:** | 1073 North Street, Greenwich, Ct. 06831 |
| **Bank Phone Number:** | (203) 869-5140 |
| **ABA/Routing Number:** | 021000021 |

Thank you for your interest,

GrowGeneration, Corp.

## ANTI MONEY LAUNDERING REQUIREMENTS

| The USA PATRIOT Act | What is money laundering? | How big is the problem and why is it important? |
|---|---|---|
| The USA PATRIOT Act is designed to detect, deter, and punish terrorists in United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002 all brokerage firms have been required to have new, comprehensive anti-money laundering programs.<br><br>To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act. | Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism. | The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at $1 trillion a year. |

| What are we required to do to eliminate money laundering? | |
|---|---|
| Under rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with such laws. | As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you. |

**GROWGENERATION, CORP.**
OMNIBUS SIGNATURE PAGE TO THE
SUBSCRIPTION AGREEMENT
AND REGISTRATION RIGHTS AGREEMENT

**Subscriber hereby elects to subscribe under the Subscription Agreement for a total of _____ Units at a price of $.70 per Unit (NOTE: to be completed by subscriber) and executes the Subscription Agreement and the Registration Rights Agreement.**

Date (NOTE: To be completed by subscriber): _____

If the Purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

| | |
|---|---|
| **Print Name(s)** | **Social Security Number(s)** |
| **Signature(s) of Subscriber(s)** | **Signature** |
| **Date** | **Address** |

If the Purchaser is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

| | |
|---|---|
| **Name of Partnership, Corporation, Limited Liability Company or Trust** | **Federal Taxpayer Identification Number** |
| **By:** _____<br>**Name:**<br>**Title:** | **State of Organization** |
| **Date** | **Address** |

**GROWGENERATION, CORP.**

By: _____
Authorized Officer

**GROWGENERATION, CORP.**
**ACCREDITED INVESTOR CERTIFICATION**

**For Individual Investors Only**
**(all Individual Investors must *INITIAL* where appropriate):**

**Initial** _____ I have a net worth (including homes, furnishings and automobiles, but excluding for these purposes the value of my primary residence) in excess of $1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse.

**Initial** _____ I have had an annual gross income for the past two years of at least $200,000 (or $300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

**Initial** _____ I am a director or executive officer of GrowGeneration, Corp.

**For Non-Individual Investors**
**(all Non-Individual Investors must *INITIAL* where appropriate):**

**Initial** _____ The investor certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet at least one of the criteria for Individual Investors set forth above.

**Initial** _____ The investor certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least $5 million and was not formed for the purpose of investing in the Company.

**Initial** _____ The investor certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

**Initial** _____ The investor certifies that it is an employee benefit plan whose total assets exceed $5,000,000 as of the date of this Agreement.

**Initial** _____ The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors.

**Initial** _____ The investor certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

**Initial** _____ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

**Initial** _____ The investor certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding $5,000,000 and not formed for the specific purpose of investing in the Company.

**Initial** _____ The investor certifies that it is a trust with total assets of at least $5,000,000, not formed for the specific purpose of investing in the Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

**Initial** _____ The investor certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of $5,000,000.

**Initial** _____ The investor certifies that it is an insurance company as defined in §2(13) of the Securities Act, or a registered investment company.

**Exhibit 10.5**

**EASYLIFE, CORP.**

**2014 EQUITY INCENTIVE PLAN**

**1. Purposes of the Plan**. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide incentives to individuals who perform services for the Company, and
- to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares and other stock or cash awards as the Administrator may determine.

**2. Definitions**. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 hereof.

(b) "Affiliate" means any corporation or any other entity (including, but not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with the Company.

(c) "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. federal and state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

(d) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares and other stock or cash awards as the Administrator may determine.

(e) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(f) "Board" means the Board of Directors of the Company.

(g) "Change in Control" means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of stock in the Company that, together with the stock already held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any Person who is considered to own more than 50% of the total voting power of the stock of the Company before the acquisition will not be considered a Change in Control; or

(ii) A change in the effective control of the Company, which occurs on the date that a majority of the members of the Board are replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (ii), if any Person is considered to effectively control the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets, which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets or a Change in Control: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total equity or voting power of which is owned, directly or indirectly, by a Person described in subsection (iii)(B)(3) above. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

Notwithstanding the foregoing, as to any Award under the Plan that consists of deferred compensation subject to Section 409A of the Code, the definition of "Change in Control" shall be deemed modified to the extent necessary to comply with Section 409A of the Code.

For purposes of this Section 2(g), persons will be considered to be acting as a group if they are owners of a corporation or other entity that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

(h) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(i) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 hereof.

(j) "Common Stock" means the common stock, $.001 par value per share, of the Company.

(k) "Company" means EasyLife, Corp., a Colorado corporation, or any successor thereto.

(l) "Consultant" means any person, including an advisor, engaged by the Company or a Parent, Subsidiary or Affiliate to render services to the Company or a Subsidiary.

(m) "Determination Date" means the latest possible date that will not jeopardize the qualification of an Award granted under the Plan as "performance-based compensation" under Section 162(m) of the Code.

(n) "Director" means a member of the Board.

(o) "Disability" means permanent and total disability as defined in Section 22(e)(3) of the Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(p) "Employee" means any person, including Officers and Directors, employed by the Company or any Parent, Subsidiary or Affiliate of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(q) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(r) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have lower exercise prices and different terms), Awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(s) "Fair Market Value" means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or if no closing sales price was reported on that date, as applicable, on the last trading date such closing sales price was reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Stock, or if such Common Stock is not regularly quoted or does not have sufficient trades or bid prices which would accurately reflect the actual Fair Market Value of the Common Stock, the Fair Market Value will be determined in good faith by the Administrator upon the advice of a qualified valuation expert.

(t) "Fiscal Year" means the fiscal year of the Company.

(u) "Incentive Stock Option" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(v) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(w) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(x) "Option" means a stock option granted pursuant to Section 6 hereof.

(y) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(z) "Participant" means the holder of an outstanding Award.

(aa) "Performance Goals" will have the meaning set forth in Section 11 hereof.

(bb) "Performance Period" means any Fiscal Year of the Company or such other period as determined by the Administrator in its sole discretion.

(cc) "Performance Share" means an Award denominated in Shares which may be earned in whole or in part upon attainment of Performance Goals or other vesting criteria as the Administrator may determine pursuant to Section 10 hereof.

(dd) "Performance Unit" means an Award which may be earned in whole or in part upon attainment of Performance Goals or other vesting criteria as the Administrator may determine and which may be settled for cash, Shares or other securities or a combination of the foregoing pursuant to Section 10 hereof.

(ee) "Period of Restriction" means the period during which transfers of Shares of Restricted Stock are subject to restrictions and, therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(ff) "Plan" means this 2014 Equity Incentive Plan.

(gg) "Restricted Stock" means Shares issued pursuant to an Award of Restricted Stock under Section 8 hereof, or issued pursuant to the early exercise of an Option.

(hh) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9 hereof. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(ii) "Rule 16b-3" means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(jj) "Section 16(b)" means Section 16(b) of the Exchange Act.

(kk) "Service Provider" means an Employee, Director, or Consultant.

(ll) "Share" means a share of the Common Stock, as adjusted in accordance with Section 15 hereof.

(mm) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(nn) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

**3. Stock Subject to the Plan**.

(a) Subject to the provisions of Section 15 hereof, the maximum aggregate number of Shares and options that may be awarded and sold under the Plan is 2,500,000 Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

( b ) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units, is forfeited to or repurchased by the Company, the unpurchased Shares (or for Awards other than Options and Stock Appreciation Rights, the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). Upon exercise of a Stock Appreciation Right settled in Shares, the gross number of Shares covered by the portion of the Award so exercised will cease to be available under the Plan. Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if unvested Shares of Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units are repurchased by the Company or are forfeited to the Company, such Shares will become available for future grant under the Plan. Shares used to pay the tax and/or exercise price of an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing provisions of this Section 3(b), subject to adjustment provided in Section 14 hereof, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a) above, plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan under this Section 3(b).

( c ) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

( d ) Limitation on Number of Shares Subject to Awards. Notwithstanding any provision in the Plan to the contrary, the maximum aggregate number of Shares with respect to one or more Awards that may be granted to any one person during any calendar year (measured from the date of any grant) shall be 1,000,000 and the maximum aggregate amount of cash that may be paid in cash during any calendar year (measured from the date of any payment) with respect to one or more Awards payable in cash shall be $600,000.

**4. Administration of the Plan.**

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Section 162(m). To the extent that the Administrator determines it to be desirable to qualify Awards granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, the Plan will be administered by a Committee of two (2) or more "outside directors" within the meaning of Section 162(m) of the Code.

(iii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

(iv) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which committee will be constituted to satisfy Applicable Laws.

( b ) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the number of Shares to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder;

(vi) to institute an Exchange Program and to determine the terms and conditions, not inconsistent with the terms of the Plan, for (1) the surrender or cancellation of outstanding Awards in exchange for Awards of the same type, Awards of a different type, and/or cash, (2) the transfer of outstanding Awards to a financial institution or other person or entity, or (3) the reduction of the exercise price of outstanding Awards;

(vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix) to modify or amend each Award (subject to Section 20(c) hereof), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards;

(x) to allow Participants to satisfy withholding tax obligations in a manner described in Section 16 hereof;

(xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under an Award pursuant to such procedures as the Administrator may determine; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

( c ) Effect of Administrator's Decision . The Administrator's decisions, determinations, and interpretations will be final and binding on all Participants and any other holders of Awards.

**5. Eligibility**. Nonstatutory Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units, Performance Shares, and such other cash or stock awards as the Administrator determines may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

**6. Stock Options**.

(a) Limitations.

(i) Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds $100,000 (U.S.), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted.

(ii) The Administrator will have complete discretion to determine the number of Shares subject to an Option granted to any Participant.

(b) Term of Option. The Administrator will determine the term of each Option in its sole discretion; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than 10% of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(c) Option Exercise Price and Consideration.

(i) Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, but will be no less than 100% of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than 110% of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(c), Options may be granted with a per Share exercise price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code.

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form(s) of consideration for exercising an Option, including the method of payment, to the extent permitted by Applicable Laws. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note, to the extent permitted by Applicable Laws, (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided further that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise, (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws, or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator will consider if acceptance of such consideration may be reasonably expected to benefit the Company.

(d) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator specifies from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with any applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 15 hereof.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for three (3) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for six (6) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's designated beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for six (6) months following Participant's death. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will continue to vest in accordance with the Award Agreement. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

**7. Stock Appreciation Rights**.

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Stock Appreciation Rights granted to any Participant.

(c) Exercise Price and Other Terms. The Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan; provided, however, that the exercise price will be not less than 100% of the Fair Market Value of a Share on the date of grant.

(d) Stock Appreciation Rights Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. Notwithstanding the foregoing, the rules of Section 6(d) above also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

(i) The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; times

(ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

**8. Restricted Stock**.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

( b ) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

( c ) Transferability. Except as provided in this Section 8, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

( d ) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

( e ) Removal of Restrictions. Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

( f ) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

( g ) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares unless otherwise provided in the Award Agreement. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

( h ) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

( i ) Section 162(m) Performance Restrictions. For purposes of qualifying grants of Restricted Stock as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Restricted Stock which is intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

**9. Restricted Stock Units**.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. Each Restricted Stock Unit grant will be evidenced by an Award Agreement that will specify such other terms and conditions as the Administrator, in its sole discretion, will determine, including all terms, conditions, and restrictions related to the grant, the number of Restricted Stock Units and the form of payout, which, subject to Section 9(d) hereof, may be left to the discretion of the Administrator.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. After the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any restrictions for such Restricted Stock Units. Each Award of Restricted Stock Units will be evidenced by an Award Agreement that will specify the vesting criteria, and such other terms and conditions as the Administrator, in its sole discretion will determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as specified in the Award Agreement.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) set forth in the Award Agreement. The Administrator, in its sole discretion, may pay earned Restricted Stock Units in cash, Shares, or a combination thereof. Shares represented by Restricted Stock Units that are fully paid in cash again will be available for grant under the Plan.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

(f) Section 162(m) Performance Restrictions. For purposes of qualifying grants of Restricted Stock Units as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Restricted Stock Units which are intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

**10. Performance Units and Performance Shares**.

(a) Grant of Performance Units/Shares. Performance Units and Performance Shares may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. The Administrator will have complete discretion in determining the number of Performance Units/Shares granted to each Participant.

(b) Value of Performance Units/Shares. Each Performance Unit will have an initial value that is established by the Administrator on or before the date of grant. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment), or any other basis determined by the Administrator in its discretion. Each Award of Performance Units/Shares will be evidenced by an Award Agreement that will specify the Performance Period, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(d) Earning of Performance Units/Shares. After the applicable Performance Period has ended, the holder of Performance Units/Shares will be entitled to receive a payout of the number of Performance Units/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives or other vesting provisions have been achieved. After the grant of a Performance Unit/Share, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) Form and Timing of Payment of Performance Units/Shares. Payment of earned Performance Units/Shares will be made as soon as practicable after the expiration of the applicable Performance Period. The Administrator, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in a combination thereof.

(f) Cancellation of Performance Units/Shares. On the date set forth in the Award Agreement, all unearned or unvested Performance Units/Shares will be forfeited to the Company, and again will be available for grant under the Plan.

(g) Section 162(m) Performance Restrictions. For purposes of qualifying grants of Performance Units/Shares as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Performance Units/Shares which are intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

**11. Performance-Based Compensation Under Code Section 162(m).**

(a) General. If the Administrator, in its discretion, decides to grant an Award intended to qualify as "performance-based compensation" under Code Section 162(m), the provisions of this Section 11 will control over any contrary provision in the Plan; provided, however, that the Administrator may in its discretion grant Awards that are not intended to qualify as "performance-based compensation" under Section 162(m) of the Code to such Participants that are based on Performance Goals or other specific criteria or goals but that do not satisfy the requirements of this Section 11.

(b) Performance Goals. The granting and/or vesting of Awards of Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units and other incentives under the Plan may be made subject to the attainment of performance goals relating to one or more business criteria within the meaning of Code Section 162(m) and may provide for a targeted level or levels of achievement ("Performance Goals") including (i) earnings per Share, (ii) operating cash flow, (iii) operating income, (iv) profit after-tax, (v) profit before-tax, (vi) return on assets, (vii) return on equity, (viii) return on sales, (ix) revenue, and (x) total shareholder return. Any Performance Goals may be used to measure the performance of the Company as a whole or a business unit of the Company and may be measured relative to a peer group or index. The Performance Goals may differ from Participant to Participant and from Award to Award. Prior to the Determination Date, the Administrator will determine whether any significant element(s) will be included in or excluded from the calculation of any Performance Goal with respect to any Participant.

( c ) Procedures. To the extent necessary to comply with the performance-based compensation provisions of Code Section 162(m), with respect to any Award granted subject to Performance Goals, within the first twenty-five percent (25%) of the Performance Period, but in no event more than ninety (90) days following the commencement of any Performance Period (or such other time as may be required or permitted by Code Section 162(m)), the Administrator will, in writing, (i) designate one or more Participants to whom an Award will be made, (ii) select the Performance Goals applicable to the Performance Period, (iii) establish the Performance Goals, and amounts of such Awards, as applicable, which may be earned for such Performance Period, and (iv) specify the relationship between Performance Goals and the amounts of such Awards, as applicable, to be earned by each Participant for such Performance Period. Following the completion of each Performance Period, the Administrator will certify in writing whether the applicable Performance Goals have been achieved for such Performance Period. In determining the amounts earned by a Participant, the Administrator will have the right to reduce or eliminate (but not to increase) the amount payable at a given level of performance to take into account additional factors that the Administrator may deem relevant to the assessment of individual or corporate performance for the Performance Period. A Participant will be eligible to receive payment pursuant to an Award for a Performance Period only if the Performance Goals for such period are achieved.

( d ) Additional Limitations. Notwithstanding any other provision of the Plan, any Award which is granted to a Participant and is intended to constitute qualified performance based compensation under Code Section 162(m) will be subject to any additional limitations set forth in the Code (including any amendment to Section 162(m)) or any regulations and ruling issued thereunder that are requirements for qualification as qualified performance-based compensation as described in Section 162(m) of the Code, and the Plan will be deemed amended to the extent necessary to conform to such requirements.

**12. Compliance with Code Section 409A**. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

**13. Leaves of Absence**. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Service Provider will not cease to be an Employee in the case of (i) any leave of absence approved by the Company, or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months and one day following the commencement of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

**14. Transferability of Awards**. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, (iii) to a revocable trust, or (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended.

**15. Adjustments; Dissolution or Liquidation; Merger or Change in Control**

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award, and the numerical Share limits set forth in Sections 3, 6, 7, 8, 9 and 10 hereof.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Change in Control. In the event of a merger of the Company with or into another corporation or other entity or a Change in Control, each outstanding Award will be treated as the Administrator determines (subject to the provisions of the proceeding paragraph) without a Participant's consent, including, without limitation, that (i) Awards will be assumed, or substantially equivalent Awards will be substituted, by the acquiring or succeeding corporation (the " Successor Corporation") (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such merger or Change in Control; (iii) outstanding Awards will vest and become exercisable, realizable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this subsection (c), the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

In the event that the Successor Corporation does not assume or substitute for the Award, the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock will lapse, and, with respect to Restricted Stock Units, Performance Shares and Performance Units, all Performance Goals or other vesting criteria will be deemed achieved at target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted for in the event of a Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be fully vested and exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection (c), an Award will be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) or, in the case of a Stock Appreciation Right upon the exercise of which the Administrator determines to pay cash or a Performance Share or Performance Unit which the Administrator can determine to pay in cash, the fair market value of the consideration received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the Successor Corporation, the Administrator may, with the consent of the Successor Corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Performance Share or Performance Unit, for each Share subject to such Award (or in the case of Performance Units, the number of implied shares determined by dividing the value of the Performance Units by the per share consideration received by holders of Common Stock in the Change in Control), to be solely common stock of the Successor Corporation equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control.

Notwithstanding anything in this Section 15(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more Performance Goals will not be considered assumed if the Company or its successor modifies any of such Performance Goals without the Participant's consent; provided, however, a modification to such Performance Goals only to reflect the Successor Corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption. In the case of an Award providing for the payment of deferred compensation subject to Section 409A of the Code, any payment of such deferred compensation by reason of a Change in Control shall be made only if the Change in Control is one described in subsection (a)(2)(A)(v) of Section 409A and the guidance thereunder and shall be paid consistent with the requirements of Section 409A. If any deferred compensation that would otherwise be payable by reason of a Change in Control cannot be paid by reason of the immediately preceding sentence, it shall be paid as soon as practicable thereafter consistent with the requirements of Section 409A, as determined by the Administrator.

**16. Tax Withholding**.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

( b ) Withholding Arrangements . The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the minimum amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the amount required to be withheld, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

**17. No Effect on Employment or Service**. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

**18. Date of Grant**. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

**19.** **Term of Plan**. Subject to Section 23 hereof, the Plan will become effective upon its adoption by the Board. It will continue in effect for a term of ten (10) years unless terminated earlier under Section 20 hereof.

**20.** **Amendment and Termination of the Plan**.

(a) Amendment and Termination. The Administrator may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension, or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

**21.** **Conditions Upon Issuance of Shares**.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

(c) Restrictive Legends. All Award Agreements and all securities of the Company issued pursuant thereto shall bear such legends regarding restrictions on transfer and such other legends as the appropriate officer of the Corporation shall determine to be necessary or advisable to comply with applicable securities and other laws.

**22.** **Inability to Obtain Authority**. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

**23.** **Stockholder Approval**. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws. In the event that stockholder approval is not obtained within twelve (12) months after the date the Plan is adopted by the Board, the Plan and all Awards granted hereunder shall be void ab initio and of no effect. Notwithstanding any other provisions of the Plan, no Awards shall be exercisable until the date of such stockholder approval.

**24. Notification of Election Under Section 83(b) of the Code.** If any Service Provider shall, in connection with the acquisition of Shares under the Plan, make the election permitted under Section 83(b) of the Code, such Service Provider shall notify the Company of such election within ten (10) days of filing notice of the election with the Internal Revenue Service and provide the Company with a copy thereof, in addition to any filing and a notification required pursuant to regulations issued under the authority of Section 83(b) of the Code. A Service Provider shall not be permitted to make a Section 83(b) election with respect to an Award of a Restricted Stock Unit.

**25. Notification Upon Disqualifying Disposition Under Section 421(b) of the Code.** Each Service Provider shall notify the Company of any disposition of Shares issued pursuant to the exercise of an Incentive Stock Option under the circumstances described in Section 421(b) of the Code (relating to certain disqualifying dispositions), within ten (10) days of such disposition.

**26. Choice of Law.** The Plan and all rules and determinations made and taken pursuant hereto will be governed by the laws of the State of Colorado, to the extent not preempted by federal law, and construed accordingly.

**Exhibit 10.6**

**EASYLIFE, CORP.**

**2014 EQUITY INCENTIVE PLAN**

**STOCK OPTION AWARD AGREEMENT**

Unless otherwise defined herein, the terms defined in the EasyLife, Corp. 2014 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Stock Option Award Agreement (the "Award Agreement").

## I. NOTICE OF STOCK OPTION GRANT

**Participant Name:**

**Address:**

You have been granted an Option to purchase Common Stock of EasyLife, Corp. (the "Company"), subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number

Date of Grant

Vesting Commencement Date

Exercise Price per Share

Total Number of Shares Granted

Total Exercise Price

Type of Option: [] Incentive Stock Option

[] Nonstatutory Stock Option

Term/Expiration Date:

Vesting Schedule:

Subject to any acceleration provisions contained in the Plan or set forth herein, this Option shall vest and may be exercised, as follows:

a. [_____] options shall be immediately exerciseable

b. [_____] options shall become exerciseable commencing 3/6/2015

c. [_____] options shall become exerciseable commencing 3/6/2016

Termination Period:

This Option will be exercisable for three months after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option will be exercisable for six months after Participant ceases to be Service Provider. Notwithstanding the foregoing, in no event may this Option be exercised after the Term/Expiration Date as provided above and may be subject to earlier termination as provided in Section 15 of the Plan.

By Participant's signature and the signature of the Company's representative below, Participant and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Stock Option Grant, attached hereto as Exhibit A, all of which are made a part of this document. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

| **PARTICIPANT:** | **EASYLIFE, CORP.** |
|---|---|
| Signature | By |
| Print Name | Title |
| Residence Address: | |

**EXHIBIT A**

**TERMS AND CONDITIONS OF STOCK OPTION GRANT**

1. Grant of Option. The Company hereby grants to the Participant named in the Notice of Stock Option Grant ("Notice of Grant") attached as Part I of this Award Agreement (the "Participant") an option (the "Option") to purchase the number of Shares, as set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "Exercise Price"), subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 20 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan will prevail.

If designated in the Notice of Grant as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an ISO under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). However, if this Option is intended to be an ISO, to the extent that it exceeds the $100,000 rule of Code Section 422(d) it will be treated as a Nonstatutory Stock Option ("NSO"). Further, if for any reason this Option (or portion thereof) will not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event will the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Vesting Schedule. Except as provided in Section 3, the Option awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

3. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

4. Exercise of Option.

(a) Right to Exercise. This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Award Agreement.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice, in the form attached as Exhibit B (the "Exercise Notice") or in a manner and pursuant to such procedures as the Administrator may determine, which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be completed by Participant and delivered to the Company. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together with any applicable tax withholding. This Option will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such aggregate Exercise Price.

5. Method of Payment. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant.

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company.

6. Tax Obligations.

(a) Withholding Taxes. Notwithstanding any contrary provision of this Award Agreement, no certificate representing the Shares will be issued to Participant, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of income, employment and other taxes which the Company determines must be withheld with respect to such Shares. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any tax withholding obligations by reducing the number of Shares otherwise deliverable to Participant. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time of the Option exercise, Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant will immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(c) Code Section 409A. Under Code Section 409A, an option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the Fair Market Value of a Share on the date of grant (a "Discount Option") may be considered "deferred compensation." A Discount Option may result in (i) income recognition by Participant prior to the exercise of the option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty and interest charges to the Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the Fair Market Value of a Share on the Date of Grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the date of grant, Participant will be solely responsible for Participant's costs related to such a determination.

7. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

8. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

9. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company, in care of its Chief Financial Officer at EasyLife, Corp, or at such other address as the Company may hereafter designate in writing.

10. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

11. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

12. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. Assuming such compliance, for income tax purposes the Exercised Shares will be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares.

13. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Award Agreement will have the meaning set forth in the Plan.

14. Administrator Authority. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

15. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

16. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

17. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

18. Modifications to the Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection to this Option.

19. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

20. Governing Law. This Award Agreement will be governed by the laws of the State of Colorado, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Colorado, and agree that such litigation will be conducted in the courts of Delaware, or the federal courts for the United States for Colorado, and no other courts, where this Option is made and/or to be performed.

**EXHIBIT B**

**EASYLIFE, CORP.**

**2014 EQUITY INCENTIVE PLAN**

**EXERCISE NOTICE**

EasyLife, Corp.

Attention: Chief Financial Officer

1. Exercise of Option. Effective as of today, _____, _____, the undersigned ("Purchaser") hereby elects to purchase _____ shares (the "Shares") of the Common Stock of EastLife. Corp. (the "Company") under and pursuant to the 2014 Equity Incentive Plan (the "Plan") and the Stock Option Award Agreement dated _____ (the "Award Agreement"). The purchase price for the Shares will be $_____, as required by the Award Agreement.

2. Delivery of Payment. Purchaser herewith delivers to the Company the full purchase price of the Shares and any required tax withholding to be paid in connection with the exercise of the Option.

3. Representations of Purchaser. Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Award Agreement and agrees to abide by and be bound by their terms and conditions.

4. Rights as Stockholder. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares so acquired will be issued to Purchaser as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 15 of the Plan.

5. Tax Consultation. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

6. Entire Agreement; Governing Law. The Plan and Award Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to the subject matter hereof, and may not be modified adversely to the Purchaser's interest except by means of a writing signed by the Company and Purchaser. This agreement is governed by the internal substantive laws, but not the choice of law rules, of the State of Colorado.

Submitted by:

**PURCHASER:**

Signature

Print Name

Residence Address:

Accepted by:

**EASYLIFE, CORP.**

By

Title

Date Received

# EXECUTIVE EMPLOYMENT AGREEMENT

**THIS EXECUTIVE EMPLOYMENT AGREEMENT** (the **"Agreement")** dated as of May 12, 2014 (the **"Effective Date"),** is by and between EasyLife, Corp., a Colorado Corporation with offices at 800 Westchester Avenue, Suite S-638, Rye Brook, NY 10573 (the **"Company")** and Darren Lampert, an individual residing at 24 Orchard Drive, Armonk, New York 10504 (the **"Executive").**

## RECITALS

**WHEREAS,** the Company desires to employ the Executive and the Executive desires to gain employment with the Company, all upon the terms and provisions, and subject to the conditions, as set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual premises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, and legal adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

## 1. POSITION AND DUTIES.

(a) Reporting. During the term of this Agreement (the **"Employment Term"),** the Company shall employ the Executive, and the Executive shall serve, as the Chairman of the Board and Chief Executive Officer of the Company. The Executive shall report directly to the Board of Directors (the **"Board")** of the Company.

(b) Responsibilities. The Executive shall have responsibility to oversee all aspects of the Company's business activities as are customarily performed and enjoyed by persons employed in comparable positions, subject, however, in all instances to the direction and control of the Board.

(c) Devotion of Executive's Time. Subject to Section 2(d) hereof, the Executive shall devote substantially all of his business time, labor, skill and energy to conducting the business and affairs of the Company and to performing his duties and responsibilities to the Company as set forth in Section 2(b) hereof. The Executive shall not become employed with, consult with or otherwise perform services for any other entity or individual during the Term of this Agreement. The Executive shall perform the Executive's duties and responsibilities to the Company diligently, competently, faithfully and to the best of his ability.

(d) Representations. The Executive represents and warrants to the Company that the Executive has the right to negotiate and enter into this Agreement, and the Executive's execution, delivery and performance of this Agreement does not breach, interfere with or conflict with any other contractual agreement, covenant not to compete, option, right of first refusal or other existing business relationship or any judgment or order, in each case, to which the Executive is a party or otherwise subject.

**2. EMPLOYMENT TERM.**

( a ) Initial Term. The initial term of employment shall be for a period of three years (the **"Employment Term"),** commencing with the date hereof, unless sooner terminated as provided in this Agreement. This Agreement shall be renewed annually for a term of one year unless the Company or the Executive gives notice to the other of termination at least six (6) months prior to the expiration of the initial term, or any successive term, as the case may be. Each of the Executive and the Company at his or its sole discretion and without any reason, may elect not to renew this Agreement at the end of the initial term or any successive term.

( b ) Termination for Cause. Notwithstanding the provisions of Section 2(a) above, the Company shall have the right to terminate the Executive's employment for Cause (as defined in Section 2(c) below); provided, however, that the Executive shall not be deemed to have been terminated for Cause unless and until the Board of Directors at a meeting duly called and held for that purpose shall have determined that the Executive committed an act falling within the definition of Cause and specifying the basis for such determination. If the Executive's employment shall be terminated by the Company for Cause, then the Company shall pay to the Executive any unpaid salary, bonuses and benefits through the effective date of termination. If the Executive's employment shall be terminated by the Company without Cause, then the Company shall pay to the Executive any unpaid salary, bonuses and benefits through the effective date of termination.

(c) Cause. For purposes of this Agreement the term, **"Cause"** shall mean the Executive's: (a) engagement in gross misconduct materially injurious to the Company: (b) knowing and willful neglect or refusal to attend to the material duties assigned to him by the Board of Directors of the Company, which is not cured within 30 days after written notice; (c) conviction of an act of fraud or embezzlement; or (e) conviction of a felony.

(d) Notice of Termination. Any purported termination of the Executive's employment by the Company hereunder shall be communicated by a Notice of Termination to the Executive in accordance with Section 13. For purposes of this Agreement, a **"Notice of Termination"** shall mean a written notice which shall indicate those specific termination provisions in this Agreement relied upon and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated.

( e ) Date of Termination. For purposes of this Agreement, the date of termination shall be: (a) if this Agreement is terminated by the Company for Incapacity (as defined in Section 4(a) below), the date on which a Notice of Termination is given, (b) if the Executive's employment is terminated by the Company for any other reason (other than death), the date on which a Notice of Termination is given or (c) if the Company or Executive terminates his employment for any reason, the date on, which he gives the Company notice of such termination.

**3. COMPENSATION.**

(a) Salary. The Company shall pay to the Executive for the services to be rendered by the Executive hereunder, a salary for the initial Employment Term under this Agreement at the rate of $100,000 per annum. The salary shall be payable in accordance with the Company's regular policies, subject to applicable withholding and other taxes. Such salary will be increased each January 1 during the term of this Agreement by an amount equal to 15% of the Executive's salary for the prior fiscal year.

( b ) Bonus. The Executive shall receive a cash bonus with respect to each fiscal year of the Company during which he is employed hereunder, commencing with the year ending December 31, 2014, in an amount to be to be determined at the discretion of the Board of Directors of the Company.

( c ) Grant of Options. The Executive has been granted options to acquire 650,000 shares of restricted stock of the Company pursuant to that Option Agreement dated March 12, 2014 (the **"Option Agreement")** between the Executive and the Company. The disposition, transfer or sale of the Options granted in the Option Agreement is subject to the terms and conditions of the Option Agreement and the Company's 2014 Equity Incentive Plan.

(d) Expenses. The Company agrees promptly to reimburse the Executive for all reasonable and necessary business expenses, including without limitation, telephone and facsimile charges incurred by him on behalf of the Company in the course of his duties hereunder, upon the presentation by the Executive of appropriate evidence thereof.

**4. DEATH; INCAPACITY.**

( a ) Incapacity. If, during the Employment Term hereunder, because of illness or other incapacity, the Executive shall fail for a period of six (6) consecutive months **("Incapacity"),** to render the services contemplated hereunder, then the Company, at its option, may terminate the employment hereunder by notice to the Executive, effective on the giving of such notice; provided however, that the Company shall (i) pay to the Executive any unpaid salary through the effective date of termination specified in such notice; (ii) pay to the Executive his accrued but unpaid incentive compensation, if any, for any bonus period ending on or before the date of termination of the Executive's employment with the Company; (iii) continue to pay the Executive for a period of six (6) months following the effective date of termination, an amount equal to the excess, if any, of (A) the salary he was receiving at the time of his Incapacity, over (B) any benefit the Executive is entitled to receive during such period under any disability insurance policies provided to the Executive by the Company or maintained by the Executive, such amount to be paid in the manner and at such time as the salary otherwise would have been payable to the Executive; and (iv) pay to the Executive (within 45 days after the end of the fiscal quarter in which such termination occurs) a pro-rata portion (based upon the period ending on the date of termination of the Executive's employment hereunder) of the incentive compensation, if any, for the bonus period in which such termination occurs. The Company shall have no further liability hereunder (other than for reimbursement for reasonable business expenses incurred prior to the date of the Executive's Incapacity and other reimbursable expenses due under Section 3(f) through the date of Executive's Incapacity, and repayment of compensation for unused vacation days that have accumulated during the calendar years in which such termination occurs).

(b) Death. In the event of the death of the Executive during the Employment Term, the Employment Term hereunder shall terminate on the date of death of the Executive; provided, however, that the Company shall (i) pay to the estate of the deceased Executive any unpaid Salary through the Executive's date of death; (ii) pay to the estate of the deceased Executive his accrued but unpaid incentive compensation if any, for any bonus period ending on or before the Executive's date of death; and (iii) pay to the estate of the deceased Executive (based upon the period ending on the date of death) a pro rata portion of any incentive compensation, if any for the bonus period in which termination occurs. The Company shall have no further liability hereunder (other than for (x) reimbursement for reasonable business expenses incurred prior to the date of the Executive's death and other reimbursable expenses due under Section 3(f) through the date of Executive's death, and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs).

**5. TERMINATION BY THE COMPANY OR THE EXECUTIVE WITH NO REASON.** Either the Company or the Executive shall have the right to terminate the Executive's employment hereunder for **"No Reason"** by providing the Company's Board of Directors with ninety (90) days-notice. Notwithstanding the foregoing, if the Executive terminates this Agreement, the Company shall have the right to terminate this Agreement at any time during the ninety (90) day notice period.

**6. EMPLOYEE BENEFITS.**

( a ) Eligibility. During the period of the Executive's employment with the Company hereunder, the Executive shall be entitled to receive such other perquisites and fringe benefits generally if and when made available by the Company to its senior executives and key management employees as a group in accordance with the plans and policies of the Company from time to time in effect, including, without limitation, medical insurance, disability and life insurance, participation in retirement, savings, subject to, and on a basis consistent with, the terms, conditions, and overall administration of such plans and policies, on terms no less favorable, in each instance, than those made available to other senior executives and key management employees of the Company.

(b) Vacation Time. The Executive shall be entitled to paid vacation time and holidays per annum as is consistent with his position with the Company and the performance of his duties hereunder; provided that the Executive shall not be able to take vacation time at any time that would materially interfere with the business or operations of the Company. The Executive shall be entitled to three (3) weeks of paid vacation for each twelve (12) months of employment.

**7 . INSURANCE.** The Company shall have the right to apply for and take out, in the Company's own name or otherwise, at the Company's expense, life, health, accident, or other insurance covering the Executive, in any amount the Company deems necessary to protect the Company's interest hereunder, and the Executive shall have no right, title or interest in or to any such insurance or the proceeds thereof. The Executive shall assist the Company in obtaining such insurance by submitting to usual and customary medical and other examinations and by signing such applications, statements and other instruments as may be reasonably required by any insurance company in connection with obtaining such insurance coverage.

**8 . DEDUCTIONS AND WITHHOLDINGS**. All amounts payable or which become payable to the Executive under any provision of this Agreement shall be subject to such deductions and withholdings as is required by applicable law.

**9. INDEMNIFICATION.** The Company shall indemnify the Executive in his capacity as an officer of the Company to the fullest extent permitted by applicable law against all debts, judgments, costs, charges or expenses whatsoever incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party by reason of his being or having been an officer of the Company, or because of actions taken by the Executive which were believed by the Executive to be in the best interests of the Company, and the Executive shall be entitled to be covered by any directors' and officers' liability insurance policies which the Company may maintain for the benefit of its directors and officers, subject to the limitations of any such policies. The Company shall have the right to assume, with legal counsel of its choice, the defense of the Executive in any such action, suit or proceeding for which the Company is providing indemnification to the Executive. Should the Executive determine to employ separate legal counsel in any such action, suit or proceeding, any costs and expenses of such separate legal counsel shall be the sole responsibility of the Executive. If the Company does not assume the defense of any such action, suit or other proceeding, the Company shall, upon request of the Executive, promptly advance or pay any amount for costs or expenses (including, without limitation, the reasonable legal fees and expenses of counsel retained by the Executive) incurred by the Executive in connection with any such action, suit or proceeding. The Company shall not indemnify the Executive against any actions that would be deemed illegal or contrary to the general indemnification provisions of the Delaware General Corporation Law.

**10. RESTRICTIONS RESPECTING CONFIDENTIAL INFORMATION, COMPETING BUSINESSES, ETC.**

(a) Acknowledgments of Executive. The Executive acknowledges and agrees that by virtue of the Executive's position and involvement with the business and affairs of the Company, the Executive will develop substantial expertise and knowledge with respect to all aspects of the business, affairs and operations of the Company and will have access to all significant aspects of the business and operations of the Company and to Confidential and Proprietary Information (as such term is hereinafter defined). The Executive acknowledges and agrees that the Company will be damaged if the Executive were to breach any of the provisions of this Section 10 or if the Executive were to disclose or make unauthorized use of any Confidential and Proprietary Information. Accordingly, the Executive expressly acknowledges and agrees that the Executive is voluntarily entering into this Agreement and that the terms, provisions and conditions of this Section 10 are fair and reasonable and necessary to adequately protect the Company.

(b) Definition of Confidential Information. For purposes of this Agreement, the term **"Confidential and Proprietary Information"** shall mean any and all (i) confidential or proprietary information or material not in the public domain about or relating to the business, operations, assets or financial condition of the Company or any of its subsidiaries or affiliates, or any of its trade secrets, including, without limitation, research and development plans or projects; data and reports; computer materials such as programs, instructions and printouts; formulas; product testing information; business improvements, processes, marketing and selling strategies; strategic business plans (whether pursued or not); budgets; unpublished financial statements; licenses; pricing, pricing strategy and cost data; information regarding the skills and compensation of executives; the identities of clients and potential clients; and (ii) any other information, documentation or material not in the public domain by virtue of any action by or on the part of the Executive, the knowledge of which gives or may give the Company or any of its subsidiaries or affiliates a material competitive advantage over any entity not possessing such information. For purposes hereof, the term Confidential and Proprietary Information shall not include any information or material (i) that is known to the general public other than due to a breach of this Agreement by the Executive; or (ii) was disclosed to the Executive by a person or entity who the Executive did not reasonably believe was bound to a confidentiality or similar agreement with the Company.

(c) Disclosure of Confidential Information. The Executive hereby covenants and agrees that, while the Executive is employed by the Company and for a period of one (1) year thereafter, unless otherwise authorized by the Company in writing, the Executive shall not, directly or indirectly, under any circumstance: (i) disclose to any other person or entity (other than in the regular course of business of the Company) any Confidential and Proprietary Information, other than pursuant to applicable law, regulation or subpoena or with the prior written consent of the Company; (ii) act or fail to act so as to impair the confidential or proprietary nature of any Confidential and Proprietary Information; (iii) use any Confidential and Proprietary Information other than for the sole and exclusive benefit of the Company; or (iv) offer or agree to, or cause or assist in the inception or continuation of, any such disclosure, impairment or use of any Confidential and Proprietary Information. Following the Employment Term, the Executive shall return all documents, records and other items containing any Confidential and Proprietary Information to the Company (regardless of the medium in which maintained or stored), without retaining any copies, notes or excerpts thereof, or at the request of the Company, shall destroy such documents, records and items (any such destruction to be certified by the Executive to the Company in writing). Following the Employment Term, the Executive shall return to the Company any property or assets of the Company in the Executive's possession.

(d) Non-Compete. The Executive covenants and agrees that, while the Executive is employed by the Company and a period of one (1) year thereafter, the Executive shall not, directly or indirectly, manage, operate or control, or participate in the ownership, management, operation or control of, or otherwise become interested in (whether as an owner, stockholder, member, partner, lender, consultant, executive, officer, director, agent, supplier, distributor or otherwise) any business which is competitive with the business of the Company or any of its subsidiaries or affiliates, or, directly or indirectly, induce or influence any person that has a business relationship with the Company or any of its, subsidiaries or affiliates to discontinue or reduce the extent of such relationship. For purposes of this Agreement, the Executive shall be deemed to be directly or indirectly interested in a business if he is engaged or interested in that business as a stockholder, director, officer, executive, agent, member, partner, individual proprietor, consultant, advisor or otherwise, but not if the Executive's interest is limited solely to the ownership of not more than five percent (5%) of the securities of any class of equity securities of a corporation or other person whose shares are listed or admitted to trade on a national securities exchange or are quoted on an electronic quotation medium.

(e) No Solicitation. While the Executive is employed by the Company and for one (1) year after the Executive ceases to be an employed by the Company, the Executive shall not, directly or indirectly, solicit to employ, or employ for himself or others, any employee of the Company, or any subsidiary or affiliate of the Company, who was not known to the Executive prior to the date of this Agreement.

(f) No Limitation. The parties agree that nothing in this Agreement shall be construed to limit or negate the common law of torts, confidentiality, trade secrets, fiduciary duty and obligations where such laws provide the Company with any broader, further or other remedy or protection than those provided herein.

(g) Specific Performance. Because the breach of any of the provisions of this Section 10 may result in immediate and irreparable injury to the Company for which the Company may not have an adequate remedy at law, the Company shall be entitled, in addition to all other rights and remedies available to it at law, in equity or otherwise, to a decree of specific performance of the restrictive covenants contained in this Section 10 and to a temporary and permanent injunction enjoining such breach (without being required to post a bond or furnish other security to show any damages).

(h) Challenge of Agreement by Executive. In the event the Executive challenges this Agreement and an injunction is issued staying the implementation of any of the restrictions imposed by Section 10 hereof, the time remaining on the restrictions shall be tolled until the challenge is resolved by final adjudication, settlement or otherwise, except that the time remaining on the restrictions shall not be tolled during any period in which the Executive is unemployed.

(i) Interpretation of Restrictions. Executive acknowledges that the type and periods of restriction imposed by this Section 10 are fair and reasonable and are reasonably required for the protection of the legitimate interests of the Company and the goodwill associated with the business of the Company; and that the time, scope, geographic area and other provisions of this Agreement have been specifically negotiated by sophisticated commercial parties and are given as an integral part of the transactions contemplated hereby. If any of the covenants in this Section 10, or any part hereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants herein, which shall be given full effect, without regard to the invalid portions. In the event that any covenant contained in this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

**11.** **NOTICES.** All notices, demands, consents, requests, instructions and other communications to be given or delivered or permitted under or by reason of the provisions of this Agreement or in connection with the transactions contemplated hereby shall be in writing and shall be deemed to be delivered and received by the intended recipient as follows: (i) if personally delivered, on the **"Business Day"** (defined as a day on which the New York Stock Exchange is open) of such delivery (as evidenced by the receipt of the personal delivery service); (ii) if mailed certified or registered mail return receipt requested, four (4) Business Days after being mailed; (iii) if delivered by overnight courier (with all charges having been prepaid), on the Business Day of such delivery (as evidenced by the receipt of the overnight courier service of recognized standing); or (iv) if delivered by facsimile or e-mail transmission, on the Business Day of such delivery if sent by 6:00 p.m. in the time zone of the recipient, or if sent after that time, on the next succeeding Business Day (as evidenced by the printed confirmation of delivery generated by the sending party's telecopier machine or e-mail log). If any notice, demand, consent, request, instruction or other communication cannot be delivered because of a changed address of which no notice was given (in accordance with this Section 11), or the refusal to accept same, the notice, demand, consent, request, instruction or other communication shall be deemed received on the second (2'[1]) Business Day the notice is sent (as evidenced by a sworn affidavit of the sender). All such notices, demands, consents, requests, instructions and other communications will be sent to the addresses first above written. Any notice, consent, direction, approval, instruction, request or other communication given in accordance with this Section 11 shall be effective after it is received by the intended recipient.

**12.** **GENERAL PROVISIONS.**

( a ) Benefit of Agreement and Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and permitted assigns; provided, however, that the Executive may not assign any of his rights or duties hereunder except upon the prior written consent of the Company. This Agreement shall be binding on any successor to the Company whether by merger, consolidation, acquisition of all or substantially all of the Company's stock, assets or business or otherwise, as fully as if such successor were a signatory hereto, and the Company shall cause such successor to, and such successor shall, expressly assume the Company's obligations hereunder. The term **"Company"** as used in this Agreement shall include all such successors. Except as expressly permitted by Section 12(a), nothing herein is intended to or shall be construed to confer upon or give any person, other than the parties hereto, any rights, privileges or remedies under or by reason of this Agreement.

(b) Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT REGARD OR REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED WITHOUT REGARD TO ANY PRESUMPTION AGAINST THE PARTY CAUSING THIS AGREEMENT TO BE DRAFTED. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO CONTEST THE VENUE OF SAID COURTS OR TO CLAIM THAT SAID COURTS CONSTITUTE AN INCONVENIENT FORUM. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(c) Severability. Each term and provision of this Agreement is severable; the invalidity, illegality or unenforceability or modification of any term or provision of this Agreement shall not affect the validity, legality and enforceability of the other terms and provisions of this Agreement, which shall remain in full force and effect. Since it is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought, should any particular provision of this Agreement be deemed invalid, illegal or unenforceable, the same shall be deemed reformed and amended to delete that portion that is adjudicated to be invalid, illegal or unenforceable and the deletion shall apply only with respect to the operation of such provision and to the extent of such provision and, to the extent that a provision of this Agreement would be deemed unenforceable by virtue of its scope, but may be made enforceable by limitation thereon, each party agrees that this Agreement shall be reformed and amended so that the same shall be enforceable to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

(d) Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes any and all other prior and/or contemporaneous understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, all of which are merged herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

(e) Amendments; Waiver. This Agreement may be modified, amended or waived only by an instrument in writing signed by the Company and the Executive. No waiver of any provision hereof shall be valid unless made in writing and signed by the party making the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

(f) Attorneys' Fees. Should any party hereto institute any action or proceeding at law or in equity, or in connection with any arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision hereof, the prevailing party shall be entitled to recover from the losing party or parties reasonable attorneys' fees and expenses for services rendered to the prevailing party in such action or proceeding.

( g ) Headings; Counterparts. The headings contained in this Agreement are inserted for reference purposes only and shall not in any way affect the meaning, construction or interpretation of this Agreement. This Agreement may be executed in two (2) counterparts, each of which, when executed, shall be deemed to be an original, but both of which, when taken together, shall constitute one and the same document.

(h) Further Assurances. The Executive shall execute and/or cause to be delivered to the Company such instruments and other documents, and shall take such other actions, as the Company may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Agreement.

( i ) Right to Legal Representation. The Executive represents and warrants that the Executive has read this Agreement and the Executive understands connection with the negotiation and execution of this Agreement and that the Executive has either retained and has been represented by such legal counsel or has knowingly and voluntarily waived his right to such legal counsel and desires to enter into this Agreement without the benefit of independent legal representation. The Executive acknowledges that Robinson & Cole LLP is representing the Company in connection with this Agreement and that it is not representing the Executive in connection with this Agreement.

( j ) Affirmations of the Executive. By the Executive's signature below, the Executive represents to and agrees with the Company that the Executive hereby accepts this Agreement subject to all of the terms and provisions hereof. The Executive has reviewed this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all of the provisions of this Agreement.

**IN WITNESS WHEREOF,** each of the Company and the Executive has executed this Agreement as of the date first above written.

**EASYLIFF CORP.**

By: /s/ Michael Salaman
Name: Michael Salaman
Title: President

**EXECUTIVE**

By: /s/ Darren Lampert
Name: Darren Lampert

# EXECUTIVE EMPLOYMENT AGREEMENT

**THIS EXECUTIVE EMPLOYMENT AGREEMENT** (the **"Agreement")** dated as of May 12, 2014 (the **"Effective Date"),** is by and between EasyLife, Corp., a Colorado Corporation with offices at 800 Westchester Avenue, Suite S-638, Rye Brook, NY 10573 (the **"Company")** and Michael Salaman, an individual residing at 825 Lafayette Road, Bryn Mawr, PA 19010(the **"Executive")**.

## RECITALS

**WHEREAS,** the Company desires to employ the Executive and the Executive desires to gain employment with the Company, all upon the terms and provisions, and subject to the conditions, as set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual premises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, and legal adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1. POSITION AND DUTIES.**

( a ) Reporting. During the term of this Agreement (the **"Employment Term"),** the Company shall employ the Executive, and the Executive shall serve, as the President of the Company. The Executive shall report directly to the Board of Directors (the **"Board")** of the Company.

(b) Responsibilities. The Executive shall have responsibility to oversee all aspects of the Company's business activities as are customarily performed and enjoyed by persons employed in comparable positions; subject, however, in all instances to the direction and control of the Board.

( c ) Devotion of Executive's Time. Subject to Section 2(d) hereof, the Executive shall devote substantially all of his business time, labor, skill and energy to conducting the business and affairs of the Company and to performing his duties and responsibilities to the Company as set forth in Section 2(b) hereof. The Executive shall not become employed with, consult with or otherwise perform services for any other entity or individual during the Term of this Agreement, with the exception of (i) his role as CEO of Skinny Nutritional Corp. ("Skinny") in winding down the affairs of Skinny in its Chapter 11 Bankruptcy proceeding; and (ii) consulting with the business that acquired the assets of Skinny in its Chapter 11 Bankruptcy proceeding. Executive represents that neither of the foregoing activities will interfere with or reduce his time and commitment to the affairs of the Company. The Executive shall perform the Executive's duties and responsibilities to the Company diligently, competently, faithfully and to the best of his ability.

( d ) Representations. The Executive represents and warrants to the Company that the Executive has the right to negotiate and enter into this Agreement, and the Executive's execution, delivery and performance of this Agreement does not breach, interfere with or conflict with any other contractual agreement, covenant not to compete, option, right of first refusal or other existing business relationship or any judgment or order, in each case, to which the Executive is a party or otherwise subject.

**2. EMPLOYMENT TERM.**

( a ) Initial Term. The initial term of employment shall be for a period of three years (the **"Employment Term"),** commencing with the date hereof, unless sooner terminated as provided in this Agreement. This Agreement shall be renewed annually for a term of one year unless the Company or the Executive gives notice to the other of termination at least six (6) months prior to the expiration of the initial term, or any successive term, as the case may be. Each of the Executive and the Company at his or its sole discretion and without any reason, may elect not to renew this Agreement at the end of the initial term or any successive term.

( b ) Termination for Cause. Notwithstanding the provisions of Section 2(a) above, the Company shall have the right to terminate the Executive's employment for Cause (as defined in Section 2(c) below); provided, however, that the Executive shall not be deemed to have been terminated for Cause unless and until the Board of Directors at a meeting duly called and held for that purpose shall have determined that the Executive committed an act falling within the definition of Cause and specifying the basis for such determination. If the Executive's employment shall be terminated by the Company for Cause, then the Company shall pay to the Executive any unpaid salary, bonuses and benefits through the effective date of termination. If the Executive's employment shall be terminated by the Company without Cause, then the Company shall pay to the Executive any unpaid salary, bonuses and benefits through the effective date of termination.

(c) Cause. For purposes of this Agreement the term, **"Cause"** shall mean the Executive's: (a) engagement in gross misconduct materially injurious to the Company: (b) knowing and willful neglect or refusal to attend to the material duties assigned to him by the Board of Directors of the Company, which is not cured within 30 days after written notice; (c) conviction of an act of fraud or embezzlement; or (e) conviction of a felony.

(d) Notice of Termination. Any purported termination of the Executive's employment by the Company hereunder shall be communicated by a Notice of Termination to the Executive in accordance with Section 13. For purposes of this Agreement, a **"Notice of Termination"** shall mean a written notice which shall indicate those specific termination provisions in this Agreement relied upon and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provisions so indicated.

( e ) Date of Termination. For purposes of this Agreement, the date of termination shall be: (a) if this Agreement is terminated by the Company for Incapacity (as defined in Section 4(a) below), the date on which a Notice of Termination is given, (b) if the Executive's employment is terminated by the Company for any other reason (other than death), the date on which a Notice of Termination is given or (c) if the Company or Executive terminates his employment for any reason, the date on, which he gives the Company notice of such termination.

**3. COMPENSATION.**

( a ) Salary. The Company shall pay to the Executive for the services to be rendered by the Executive hereunder, a salary for the initial Employment Term under this Agreement at the rate of $100,000 per annum. The salary shall be payable in accordance with the Company's regular policies, subject to applicable withholding and other taxes. Such salary will be increased each January 1 during the term of this Agreement by an amount equal to 15% of the Executive's salary for the prior fiscal year.

( b ) Bonus. The Executive shall receive a cash bonus with respect to each fiscal year of the Company during which he is employed hereunder, commencing with the year ending December 31, 2014, in an amount to be to be determined at the discretion of the Board of Directors of the Company.

( c ) Grant of Options. The Executive has been granted options to acquire 400,000 shares of restricted stock of the Company pursuant to that Option Agreement dated March 6, 2014 (the **"Option Agreement")** between the Executive and the Company. The disposition, transfer or sale of the Options granted in the Option Agreement is subject to the terms and conditions of the Option Agreement and the Company's 2014 Equity Incentive Plan.

( d ) Expenses. The Company agrees promptly to reimburse the Executive for all reasonable and necessary business expenses, including without limitation, telephone and facsimile charges incurred by him on behalf of the Company in the course of his duties hereunder, upon the presentation by the Executive of appropriate evidence thereof.

**4. DEATH; INCAPACITY.**

( a ) Incapacity. If, during the Employment Term hereunder, because of illness or other incapacity, the Executive shall fail for a period of six (6) consecutive months **("Incapacity"),** to render the services contemplated hereunder, then the Company, at its option, may terminate the employment hereunder by notice to the Executive, effective on the giving of such notice; provided however, that the Company shall (i) pay to the Executive any unpaid salary through the effective date of termination specified in such notice; (ii) pay to the Executive his accrued but unpaid incentive compensation, if any, for any bonus period ending on or before the date of termination of the Executive's employment with the Company; (iii) continue to pay the Executive for a period of six (6) months following the effective date of termination, an amount equal to the excess, if any, of (A) the salary he was receiving at the time of his Incapacity, over (B) any benefit the Executive is entitled to receive during such period under any disability insurance policies provided to the Executive by the Company or maintained by the Executive, such amount to be paid in the manner and at such time as the salary otherwise would have been payable to the Executive; and (iv) pay to the Executive (within 45 days after the end of the fiscal quarter in which such termination occurs) a pro-rata portion (based upon the period ending on the date of termination of the Executive's employment hereunder) of the incentive compensation, if any, for the bonus period in which such termination occurs. The Company shall have no further liability hereunder (other than for reimbursement for reasonable business expenses incurred prior to the date of the Executive's Incapacity and other reimbursable expenses due under Section 3(f) through the date of Executive's Incapacity, and repayment of compensation for unused vacation days that have accumulated during the calendar years in which such termination occurs).

**(b)** Death. In the event of the death of the Executive during the EmploymentTerm, the Employment Term hereunder shall terminate on the date of death of the Executive; provided, however, that the Company shall (i) pay to the estate of the deceased Executive any unpaid Salary through the Executive's date of death; (ii) pay to the estate of the deceased Executive his accrued but unpaid incentive compensation if any, for any bonus period ending on or before the Executive's date of death; and (iii) pay to the estate of the deceased Executive (based upon the period ending on the date of death) a pro rata portion of any incentive compensation, if any for the bonus period in which termination occurs. The Company shall have no further liability hereunder (other than for (x) reimbursement for reasonable business expenses incurred prior to the date of the Executive's death and other reimbursable expenses due under Section 3(f) through the date of Executive's death, and (y) payment of compensation for unused vacation days that have accumulated during the calendar year in which such termination occurs).

**5 . TERMINATION BY THE COMPANY OR THE EXECUTIVE WITH NO REASON.** Either the Company or the Executive shall have the right to terminate the Executive's employment hereunder for **"No Reason"** by providing the Company's Board of Directors with ninety (90) days-notice. Notwithstanding the foregoing, if the Executive terminates this Agreement, the Company shall have the right to terminate this Agreement at any time during the ninety (90) day notice period.

**6. EMPLOYEE BENEFITS.**

( a ) Eligibility. During the period of the Executive's employment with the Company hereunder, the Executive shall be entitled to receive such other perquisites and fringe benefits generally if and when made available by the Company to its senior executives and key management employees as a group in accordance with the plans and policies of the Company from time to time in effect, including, without limitation, medical insurance, disability and life insurance, participation in retirement, savings, subject to, and on a basis consistent with, the terms, conditions, and overall administration of such plans and policies, on terms no less favorable, in each instance, than those made available to other senior executives and key management employees of the Company.

(b) Vacation Time. The Executive shall be entitled to paid vacation time and holidays per annum as is consistent with his position with the Company and the performance of his duties hereunder; provided that the Executive shall not be able to take vacation time at any time that would materially interfere with the business or operations of the Company. The Executive shall be entitled to three (3) weeks of paid vacation for each twelve (12) months of employment.

**7 . INSURANCE.** The Company shall have the right to apply for and take out, in the Company's own name or otherwise, at the Company's expense, life, health, accident, or other insurance covering the Executive, in any amount the Company deems necessary to protect the Company's interest hereunder, and the Executive shall have no right, title or interest in or to any such insurance or the proceeds thereof. The Executive shall assist the Company in obtaining such insurance by submitting to usual and customary medical and other examinations and by signing such applications, statements and other instruments as may be reasonably required by any insurance company in connection with obtaining such insurance coverage.

**8 . DEDUCTIONS AND WITHHOLDINGS.** All amounts payable or which become payable to the Executive under any provision of this Agreement shall be subject to such deductions and withholdings as is required by applicable law.

**9 . INDEMNIFICATION.** The Company shall indemnify the Executive in his capacity as an officer of the Company to the fullest extent permitted by applicable law against all debts, judgments, costs, charges or expenses whatsoever incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party by reason of his being or having been an officer of the Company, or because of actions taken by the Executive which were believed by the Executive to be in the best interests of the Company, and the Executive shall be entitled to be covered by any directors' and officers' liability insurance policies which the Company may maintain for the benefit of its directors and officers, subject to the limitations of any such policies. The Company shall have the right to assume, with legal counsel of its choice, the defense of the Executive in any such action, suit or proceeding for which the Company is providing indemnification to the Executive. Should the Executive determine to employ separate legal counsel in any such action, suit or proceeding, any costs and expenses of such separate legal counsel shall be the sole responsibility of the Executive. If the Company does not assume the defense of any such action, suit or other proceeding, the Company shall, upon request of the Executive, promptly advance or pay any amount for costs or expenses (including, without limitation, the reasonable legal fees and expenses of counsel retained by the Executive) incurred by the Executive in connection with any such action, suit or proceeding. The Company shall not indemnify the Executive against any actions that would be deemed illegal or contrary to the general indemnification provisions of the Delaware General Corporation Law.

**10. RESTRICTIONS RESPECTING CONFIDENTIAL INFORMATION, COMPETING BUSINESSES, ETC.**

( a ) Acknowledgments of Executive. The Executive acknowledges and agrees that by virtue of the Executive's position and involvement with the business and affairs of the Company, the Executive will develop substantial expertise and knowledge with respect to all aspects of the business, affairs and operations of the Company and will have access to all significant aspects of the business and operations of the Company and to Confidential and Proprietary Information (as such term is hereinafter defined). The Executive acknowledges and agrees that the Company will be damaged if the Executive were to breach any of the provisions of this Section 10 or if the Executive were to disclose or make unauthorized use of any Confidential and Proprietary Information. Accordingly, the Executive expressly acknowledges and agrees that the Executive is voluntarily entering into this Agreement and that the terms, provisions and conditions of this Section 10 are fair and reasonable and necessary to adequately protect the Company.

(b) Definition of Confidential Information. For purposes of this Agreement, the term **"Confidential and Proprietary Information"** shall mean any and all (i) confidential or proprietary information or material not in the public domain about or relating to the business, operations, assets or financial condition of the Company or any of its subsidiaries or affiliates, or any of its trade secrets, including, without limitation, research and development plans or projects; data and reports; computer materials such as programs, instructions and printouts; formulas; product testing information; business improvements, processes, marketing and selling strategies; strategic business plans (whether pursued or not); budgets; unpublished financial statements; licenses; pricing, pricing strategy and cost data; information regarding the skills and compensation of executives; the identities of clients and potential clients; and (ii) any other information, documentation or material not in the public domain by virtue of any action by or on the part of the Executive, the knowledge of which gives or may give the Company or any of its subsidiaries or affiliates a material competitive advantage over any entity not possessing such information. For purposes hereof, the term Confidential and Proprietary Information shall not include any information or material (i) that is known to the general public other than due to a breach of this Agreement by the Executive; or (ii) was disclosed to the Executive by a person or entity who the Executive did not reasonably believe was bound to a confidentiality or similar agreement with the Company.

(c) Disclosure of Confidential Information. The Executive hereby covenants and agrees that, while the Executive is employed by the Company and for a period of one (1) year thereafter, unless otherwise authorized by the Company in writing, the Executive shall not, directly or indirectly, under any circumstance: (i) disclose to any other person or entity (other than in the regular course of business of the Company) any Confidential and Proprietary Information, other than pursuant to applicable law, regulation or subpoena or with the prior written consent of the Company; (ii) act or fail to act so as to impair the confidential or proprietary nature of any Confidential and Proprietary Information; (iii) use any Confidential and Proprietary Information other than for the sole and exclusive benefit of the Company; or (iv) offer or agree to, or cause or assist in the inception or continuation of, any such disclosure, impairment or use of any Confidential and Proprietary Information. Following the Employment Term, the Executive shall return all documents, records and other items containing any Confidential and Proprietary Information to the Company (regardless of the medium in which maintained or stored), without retaining any copies, notes or excerpts thereof, or at the request of the Company, shall destroy such documents, records and items (any such destruction to be certified by the Executive to the Company in writing). Following the Employment Term, the Executive shall return to the Company any property or assets of the Company in the Executive's possession.

(d) Non-Compete. The Executive covenants and agrees that, while the Executive is employed by the Company and a period of one (1) year thereafter, the Executive shall not, directly or indirectly, manage, operate or control, or participate in the ownership, management, operation or control of, or otherwise become interested in (whether as an owner, stockholder, member, partner, lender, consultant, executive, officer, director, agent, supplier, distributor or otherwise) any business which is competitive with the business of the 'Company or any of its subsidiaries or affiliates, or, directly or indirectly, induce or influence any person that has a business relationship with the Company or any of its subsidiaries or affiliates to discontinue or reduce the extent of such relationship. For purposes of this Agreement, the Executive shall be deemed to be directly or indirectly interested in a business if he is engaged or interested in that business as a stockholder, director, officer, executive, agent, member, partner, individual proprietor, consultant, advisor or otherwise, but not if the Executive's interest is limited solely to the ownership of not more than five percent (5%) of the securities of any class of equity securities of a corporation or other person whose shares are listed or admitted to trade on a national securities exchange or are quoted on an electronic quotation medium.

( e ) No Solicitation. While the Executive is employed by the Company and for one (1) year after the Executive ceases to be an employed by the Company, the Executive shall not, directly or indirectly, solicit to employ, or employ for himself or others, any employee of the Company, or any subsidiary or affiliate of the Company, who was not known to the Executive prior to the date of this Agreement.

( f ) No Limitation. The parties agree that nothing in this Agreement shall be construed to limit or negate the common law of torts, confidentiality, trade secrets, fiduciary duty and obligations where such laws provide the Company with any broader, further or other remedy or protection than those provided herein.

( g ) Specific Performance. Because the breach of any of the provisions of this Section 10 may result in immediate and irreparable injury to the Company for which the Company may not have an adequate remedy at law, the Company shall be entitled, in addition to all other rights and remedies available to it at law, in equity or otherwise, to a decree of specific performance of the restrictive covenants contained in this Section 10 and to a temporary and permanent injunction enjoining such breach (without being required to post a bond or furnish other security to show any damages).

( h ) Challenge of Agreement by Executive. In the event the Executive challenges this Agreement and an injunction is issued staying the implementation of any of the restrictions imposed by Section 10 hereof, the time remaining on the restrictions shall be tolled until the challenge is resolved by final adjudication, settlement or otherwise, except that the time remaining on the restrictions shall not be tolled during any period in which the Executive is unemployed.

( i ) Interpretation of Restrictions. Executive acknowledges that the type and periods of restriction imposed by this Section 10 are fair and reasonable and are reasonably required for the protection of the legitimate interests of the Company and the goodwill associated with the business of the Company; and that the time, scope, geographic area and other provisions of this Agreement have been specifically negotiated by sophisticated commercial parties and are given as an integral part of the transactions contemplated hereby. If any of the covenants in this Section 10, or any part hereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants herein, which shall be given full effect, without regard to the invalid portions. In the event that any covenant contained in this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

**11.** **NOTICES.** All notices, demands, consents, requests, instructions and other communications to be given or delivered or permitted under or by reason of the provisions of this Agreement or in connection with the transactions contemplated hereby shall be in writing and shall be deemed to be delivered and received by the intended recipient as follows: (i) if personally delivered, on the **"Business Day"** (defined as a day on which the New York Stock Exchange is open) of such delivery (as evidenced by the receipt of the personal delivery service); (ii) if mailed certified or registered mail return receipt requested, four (4) Business Days after being mailed; (iii) if delivered by overnight courier (with all charges having been prepaid), on the Business Day of such delivery (as evidenced by the receipt of the overnight courier service of recognized standing); or (iv) if delivered by facsimile or e-mail transmission, on the Business Day of such delivery if sent by 6:00 p.m. in the time zone of the recipient, or if sent after that time, on the next succeeding Business Day (as evidenced by the printed confirmation of delivery generated by the sending party's telecopier machine or e-mail log). If any notice, demand, consent, request, instruction or other communication cannot be delivered because of a changed address of which no notice was given (in accordance with this Section 11), or the refusal to accept same, the notice, demand, consent, request, instruction or other communication shall be deemed received on the second ($2^{11d}$) Business Day the notice is sent (as evidenced by a sworn affidavit of the sender). All such notices, demands, consents, requests, instructions and other communications will be sent to the addresses first above written. Any notice, consent, direction, approval, instruction, request or other communication given in accordance with this Section 11 shall be effective after it is received by the intended recipient.

**12.** **GENERAL PROVISIONS.**

( a ) Benefit of Agreement and Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and permitted assigns; provided, however, that the Executive may not assign any of his rights or duties hereunder except upon the prior written consent of the Company. This Agreement shall be binding on any successor to the Company whether by merger, consolidation, acquisition of all or substantially all of the Company's stock, assets or business or otherwise, as fully as if such successor were a signatory hereto, and the Company shall cause such successor to, and such successor shall, expressly assume the Company's obligations hereunder. The term **"Company"** as used in this Agreement shall include all such successors. Except as expressly permitted by Section 12(a), nothing herein is intended to or shall be construed to confer upon or give any person, other than the parties hereto, any rights, privileges or remedies under or by reason of this Agreement.

(b) Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT REGARD OR REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED WITHOUT REGARD TO ANY PRESUMPTION AGAINST THE PARTY CAUSING THIS AGREEMENT TO BE DRAFTED. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO CONTEST THE VENUE OF SAID COURTS OR TO CLAIM THAT SAID COURTS CONSTITUTE AN INCONVENIENT FORUM. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(c) Severability. Each term and provision of this Agreement is severable; the invalidity, illegality or unenforceability or modification of any term or provision of this Agreement shall not affect the validity, legality and enforceability of the other terms and provisions of this Agreement, which shall remain in full force and effect. Since it is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought, should any particular provision of this Agreement be deemed invalid, illegal or unenforceable, the same shall be deemed reformed and amended to delete that portion that is adjudicated to be invalid, illegal or unenforceable and the deletion shall apply only with respect to the operation of such provision and to the extent of such provision and, to the extent that a provision of this Agreement would be deemed unenforceable by virtue of its scope, but may be made enforceable by limitation thereon, each party agrees that this Agreement shall be reformed and amended so that the same shall be enforceable to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

(d) Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes any and all other prior and/or contemporaneous understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, all of which are merged herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

(e) Amendments; Waiver. This Agreement may be modified, amended or waived only by an instrument in writing signed by the Company and the Executive. No waiver of any provision hereof shall be valid unless made in writing and signed by the party making the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

(f) Attorneys' Fees. Should any party hereto institute any action or proceeding at law or in equity, or in connection with any arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision hereof, the prevailing party shall be entitled to recover from the losing party or parties reasonable attorneys' fees and expenses for services rendered to the prevailing party in such action or proceeding.

( g ) Headings., Counterparts. The headings contained in this Agreement are inserted for reference purposes only and shall not in any way affect the meaning, construction or interpretation of this Agreement. This Agreement may be executed in two (2) counterparts, each of which, when executed, shall be deemed to be an original, but both of which, when taken together, shall constitute one and the same document.

( h ) Further Assurances. The Executive shall execute and/or cause to be delivered to the Company such instruments and other documents, and shall take such other actions, as the Company may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Agreement.

( i ) Right to Legal Representation. The Executive represents and warrants that the Executive has read this Agreement and the Executive understands connection with the negotiation and execution of this Agreement and that the Executive has either retained and has been represented by such legal counsel or has knowingly and voluntarily waived his right to such legal counsel and desires to enter into this Agreement without the benefit of independent legal representation. The Executive acknowledges that Robinson & Cole LLP is representing the Company in connection with this Agreement and that it is not representing the Executive in connection with this Agreement.

( j ) Affirmations of the Executive. By the Executive's signature below, the Executive represents to and agrees with the Company that the Executive hereby accepts this Agreement subject to all of the terms and provisions hereof. The Executive has reviewed this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all of the provisions of this Agreement.

**IN WITNESS WHEREOF,** each of the Company and the Executive has executed this Agreement as of the date first above written.

**EASYLIFE CORP.**

By: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

**EXECUTIVE**

By: /s/ Michael Salaman
Name: Michael Salaman

**Exhibit 10.9**

**EXECUTIVE EMPLOYMENT AGREEMENT**

**THIS EXECUTIVE EMPLOYMENT AGREEMENT** (the **"Agreement")** dated as of May 30, 2014 (the **"Effective Date"),** is by and between GrowGeneration Pueblo Corp., a Colorado Company with offices at 800 Westchester Avenue, Suite S-638, Rye Brook, NY 10573 (the **"Company")** and Jason Dawson, an individual residing at 4687 State Hwy 69 Cotopaxi, CO 81223 (the **"Executive").**

**RECITALS**

**WHEREAS,** the Company desires to employ the Executive and the Executive desires to gain employment with the Company, all upon the terms and provisions, and subject to the conditions, as set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual premises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, and legal adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **POSITION AND DUTIES.**

(a) Reporting. During the term of this Agreement (the **"Employment Term"),** the Company shall employ the Executive, and the Executive shall serve, as the Chief Operating Officer of the Company. The Executive shall report directly to the CEO of the Company.

(b) Responsibilities. The services to be rendered by the Executive to the Company shall consist of the following:

(i) Introduce the Company and its management to industry contacts, distributors and other key vendor relationships;

(ii) Initiate, review and evaluate potential acquisition, development and new store opening opportunities for the Company;

(iii) Review and render advise and services to the Pueblo Hydroponics stores, management and its' employees;

(iv) Advise and assist the Company and its management with inventory purchases and identifying new sources of inventory;

(v) Advise the Company on strategic short term and long term planning for its current and future physical and online operations;

(vi) Assist the Company to open new store locations;

(vii) Promote the Company to existing and new customers and other businesses involved in the industry.

(viii) Develop the company's education program to attract new customers both online and in store.

(ix) Assist in the development of the company's e-commerce strategy.

(x) Maintain the current management oversight and provide day to day reporting to the CEO as requested; and

(xi) Assist and advise in the management/ownership transition. Included tasks are operation processes and procedures, training of the POS systems, purchasing and inventory management and controls, hiring and training of new hires, P and L and financial reporting as needed.

(c) Devotion of Executive's Time. The Executive shall devote substantially all of his business time, labor, skill and energy to conducting the business and affairs of the Company and to performing his duties and responsibilities to the Company. The Executive shall perform the Executive's duties and responsibilities to the Company diligently, competently, faithfully and to the best of his ability. Executive may perform his duties from his home office in Cotopaxi Colorado.

2. **EMPLOYMENT TERM.**

(a) Initial Term. The initial term of employment shall be for a period of one year (the "**Employment Term**"), commencing with the date hereof, unless sooner terminated as provided in this Agreement. Each of the Executive and the Company at his or its sole discretion and without any reason, may elect not to renew this Agreement at the end of the initial term or any successive term.

(b) Termination. Notwithstanding anything herein to the contrary, either the Company or the Executive shall have the right to cancel this Agreement for any reason or no reason without any liability to the other party. If the Executive's employment shall be terminated, then the Company shall pay to the Executive any unpaid salary and benefits through the effective date of termination.

(c) Vacation. The Executive shall have four weeks of vacation per year, the timing is subject to the approval of the CEO except on July 30 — August 15 2014 and every year thereafter the Executive will take vacation which will count as two weeks of the allowed four weeks per year.

3. **COMPENSATION.**

(a) Salary. The Company shall pay to the Executive for the services to be rendered by the Executive hereunder, a salary for the initial Employment Term under this Agreement at the rate of $75,000 per annum. The salary shall be payable in accordance with the Company's regular policies, subject to applicable withholding and other taxes.

( b ) Grant of Options. The Executive has been granted options to acquire 100,000 shares of restricted stock of the Company pursuant to that Option Agreement dated May , 2014 (the **"Option Agreement")** between the Executive and the Company. The disposition, vesting, transfer or sale of the Options granted in the Option Agreement is subject to the terms and conditions of the Option Agreement and the Company's 2014 Equity Incentive Plan..

( c ) Expenses. The Company agrees promptly to reimburse the Executive for all reasonable and necessary business expenses, including without limitation, telephone and facsimile charges incurred by him on behalf of the Company in the course of his duties hereunder, upon the presentation by the Executive of appropriate evidence thereof.

**4 . DEDUCTIONS AND WITHHOLDINGS.** All amounts payable or which become payable to the Executive under any provision of this Agreement shall be subject to such deductions and withholdings as is required by applicable law.

**5. RESTRICTIONS RESPECTING CONFIDENTIAL INFORMATION, COMPETING BUSINESSES, ETC.**

5.1 The Executive acknowledges and agrees that by virtue of the Executive'sposition and involvement with the business and affairs of the Company, the Executive will develop substantial knowledge with respect to all aspects of the business, affairs and operations of the Company and will have access to significant aspects of the business and operations of the Company and to Confidential and Proprietary Information (as such term is hereinafter defined). The Executive acknowledges and agrees that the Company will be damaged if the Executive were to breach any of the provisions of this Section 5 or if the Executive were to disclose or make unauthorized use of any Confidential and Proprietary Information. Accordingly, the Executive expressly acknowledges and agrees that the Executive is voluntarily entering into this Agreement and that the terms, provisions and conditions of this Section 5 are fair and reasonable and necessary to adequately protect the Company and its interests and those of its shareholders.

5.2 For purposes of this Agreement, the term "Confidential and Proprietary Information" shall mean any and all (i) confidential or proprietary information or material not in the public domain about or relating to the business, operations, assets, financial condition, plans and/or prospects of the Company or any of its subsidiaries or any of its trade secrets and (ii) any other information, documentation or material not in the public domain by virtue of any action by or on the part of the Executive, the knowledge of which gives or may give the Company a competitive advantage over any entity not possessing such information. For purposes hereof, the term Confidential and Proprietary Information shall not include any information or material that (i) is or becomes known to the general public other than due to a breach of this Agreement by the Executive, or (ii) is or was known by the Executive other than by reason of disclosure to it by the Company.

5.3 The Executive hereby covenants and agrees that, while the Executive is engaged by the Company and thereafter, unless otherwise authorized by the Company in writing, the Executive shall not, directly or indirectly, under any circumstance disclose to any other person or entity any Confidential and Proprietary Information or fail to act so as to impair the confidential or proprietary nature of any Confidential and Proprietary Information.

5.4 While the Executive is engaged by the Company and for one (1) yearafter the Executive ceases to be an engaged by the Company, the Executive shall not, directly or indirectly, solicit to employ or employ for himself or others any employee of the Company who was an employee of the Company or any subsidiary of the Company as of the date of the termination of the Executive's engagement with the Company or during the preceding six (6) month period, or solicit any such employee to leave such employee's employment or join the employ of another, then or at a later time.

**6. GENERAL PROVISIONS**

6.1 **Publicity**. The Executive agrees that it will not disclose, and will not include in any public announcement, the name of the Corporation or any of its officers, directors, employees or affiliates without the prior written consent of the Corporation.

6.2 **Notices.** All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given only if delivered to the addressee in person or mailed by certified mail, return receipt requested, to the address as included in the Corporation's records or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph. Any party hereto may change its or his address for the purpose of receiving notices, demands and other communications as herein provided, by a written notice given in the manner aforesaid to the other party hereto.

6.3 **Benefit of Agreement and Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and assigns; provided, however, that Executive may not assign any of his rights or duties hereunder except upon the prior written consent of the Chief Executive Officer of the Corporation.

6.4 **Applicable Law.** IRRESPECTIVE OF THE PLACE OF EXECUTION OR PERFORMANCE, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE INTERPRETED, GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH AND UNDER THE LAWS OF THE STATE OF COLORADO APPLICABLE TO AGREEMENTS ENTERED INTO AND WHOLLY PERFORMED THEREIN WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS.

6.5 **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience of reference only and are not intended to be part of or to effect the meaning or interpretation of this Agreement.

6.6 **Severability.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

6.7 Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes any and all other prior and/or contemporaneous understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, all of which are merged herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

6 . 8 Amendments., Waiver. This Agreement may be modified, amended or waived only by an instrument in writing signed by the Company and the Executive. No waiver of any provision hereof shall be valid unless made in writing and signed by the party making the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

6.9 Attorneys' Fees. Should any party hereto institute any action or proceeding at law or in equity, or in connection with any arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision hereof, the prevailing party shall be entitled to recover from the losing party or parties reasonable attorneys' fees and expenses for services rendered to the prevailing party in such action or proceeding.

6 . 1 0 Headings; Counterparts. The headings contained in this Agreement are inserted for reference purposes only and shall not in any way affect the meaning, construction or interpretation of this Agreement. This Agreement may be executed in two (2) counterparts, each of which, when executed, shall be deemed to be an original, but both of which, when taken together, shall constitute one and the same document.

6.11 Further Assurances. The Executive shall execute and/or cause to be delivered to the Company such instruments and other documents, and shall take such other actions, as the Company may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Agreement.

6 . 1 2 Right to Legal Representation. The Executive represents and warrants that the Executive has read this Agreement and the Executive understands connection with the negotiation and execution of this Agreement and that the Executive has either retained and has been represented by such legal counsel or has knowingly and voluntarily waived his right to such legal counsel and desires to enter into this Agreement without the benefit of independent legal representation. The Executive acknowledges that Robinson & Cole LLP• is representing the Company in connection with this Agreement and that it is not representing the Executive in connection with this Agreement.

**IN WITNESS WHEREOF,** each of the Company and the Executive has executed this Agreement as of the date first above written.

**GROWGENERATION CORP.**

By: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

**EXECUTIVE**

By: /s/ Jason Dawson
Name: Jason Dawson

**Exhibit 10.10**

**INDEMNIFICATION AGREEMENT**

THIS INDEMNIFICATION AGREEMENT is made and entered into this [__] day of [_____], (the "Agreement"), by and between GrowGeneration Corp., a Colorado corporation (the "Company," which term shall include, where appropriate, any Entity (as hereinafter defined) controlled directly or indirectly by the Company), and [_____] (the "Indemnitee"):

WHEREAS, it is essential to the Company that it be able to retain and attract as directors the most capable persons available;

WHEREAS, increased corporate litigation has subjected directors to litigation risks and expenses, and the limitations on directors and officers liability insurance have made it increasingly difficult for the Company to attract and retain such persons;

WHEREAS, the Company's Certificate of Incorporation and By-laws (as amended from time to time, the "Certificate of Incorporation" and "By-laws", respectively) require it to indemnify its directors to the fullest extent permitted by law and permit it to make other indemnification arrangements and agreements;

WHEREAS, the Company desires to provide Indemnitee with specific contractual assurance of Indemnitee's rights to full indemnification against litigation risks and expenses (regardless, among other things, of any amendment to or revocation of the Certificate of Incorporation or By-laws or any change in the ownership of the Company or the composition of its Board of Directors);

WHEREAS, the Company intends that this Agreement provide Indemnitee with greater protection that is in addition to the protection which is provided by the Company's Certificate of Incorporation and Bylaws; and

WHEREAS, Indemnitee is relying upon the rights afforded under this Agreement in becoming or remaining a director of the Company.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. **Definitions.**

(a) "Corporate Status" describes the status of a person who is serving or has served (i) as a director of the Company, (ii) in any capacity with respect to any employee benefit plan of the Company, or (iii) as a director, partner, trustee, officer, employee, or agent of any other Entity at the request of the Company. For purposes of subsection (iii) of this Section l(a), if Indemnitee is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary (as defined below), Indemnitee shall be deemed to be serving at the request of the Company.

(b) "Entity" shall mean any corporation, partnership, limited liability company, joint venture, trust, foundation, association, organization or other legal entity.

(c) "Expenses" shall mean all fees, costs and expenses incurred by Indemnitee in connection with any Proceeding (as defined below), including, without limitation, reasonable attorneys' fees, disbursements and retainers (including, without limitation, any such fees, disbursements and retainers incurred by Indemnitee pursuant to Sections 10 and 11(c) of this Agreement), reasonable fees and disbursements of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), court costs, transcript costs, fees of experts, travel expenses, duplicating, printing and binding costs, telephone and fax transmission charges, postage, delivery services, secretarial services, and other reasonable disbursements and expenses.

(d) "Indemnifiable Expenses", "Indemnifiable Liabilities" and "Indemnifiable Amounts" shall have the meanings ascribed to those terms in Section 3(a) below.

(e) "Liabilities" shall mean all judgments, damages, liabilities, losses, penalties, excise taxes, fines, amounts paid in settlement, obligations and claims of any kind.

(f) "Proceeding" shall mean any threatened, pending or completed claim, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal, or any other proceeding, whether civil, criminal, administrative, arbitrative or investigative, whether formal or informal, including a proceeding initiated by Indemnitee pursuant to Section 10 of this Agreement to enforce Indemnitee's rights hereunder.

(g) "Subsidiary" shall mean any corporation, partnership, limited liability company, joint venture, trust or other Entity of which the Company owns (either directly or through or together with another Subsidiary of the Company) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other Entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other Entity.

2. **Services of Indemnitee**. In consideration of the Company's covenants and commitments hereunder, Indemnitee agrees to serve or continue to serve as a director of the Company faithfully and to the best of his ability so long as he is duly elected and qualified in accordance with the Certificate of Incorporation and By-laws. However, this Agreement shall not impose any obligation on Indemnitee or the Company to continue Indemnitee's service to the Company beyond any period otherwise required by law or by other agreements or commitments of the parties, if any.

3. **Agreement to Indemnify.** To the fullest extent permitted by Colorado law, the Company agrees to indemnify Indemnitee as follows:

(a) Proceedings Other Than By or In the Right of the Company. Subject to the exceptions contained in Section 5(a) below, if Indemnitee was or is a party or is threatened to be made a party to, or is otherwise involved in, as a witness or otherwise, any Proceeding (other than an action by or in the right of the Company) by reason of Indemnitee's Corporate Status, Indemnitee shall be indemnified by the Company against all Expenses and Liabilities incurred, suffered or paid by Indemnitee in connection with such Proceeding (referred to herein as "Indemnifiable Expenses" and "Indemnifiable Liabilities", respectively, and collectively as "Indemnifiable Amounts").

(b) Proceedings By or In the Right of the Company. Subject to the exceptions contained in Section 5(b) below, if Indemnitee was or is a party or is threatened to be made a party to, or is otherwise involved in, as a witness or otherwise, any Proceeding by or in the right of the Company by reason of Indemnitee's Corporate Status, Indemnitee shall be indemnified by the Company against all Indemnifiable Amounts.

(c) Conclusive Presumption Regarding Standard of Care. In making any determination required to be made under Colorado law with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee submitted a request therefor in accordance with Section 6 of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption.

(d) Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided in this Section 3, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on Indemnitee's behalf if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including as a witness or otherwise) (including a Proceeding by or in the right of the Company), including, without limitation, all Liabilities arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitations that shall exist upon the Company's obligations pursuant to this Agreement shall be that (i) the Company shall not be obligated to indemnify or advance expenses to Indemnitee in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of Indemnitee except with respect to an action, suit, proceeding, claim or counterclaim brought to establish or enforce a right to indemnification or advancement of expenses under this Agreement, unless such action, suit, proceedings, claim or counterclaim was authorized or consented to by the Board of Directors of the Company and (ii) the Company shall not be obligated to make any payment to Indemnitee that is determined (consistent with the procedures, and subject to the presumptions, set forth in this Agreement) by a final (not interlocutory) judgment or other adjudication of a court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing to be unlawful under Colorado law.

4. **Contribution in the Event of Joint Liability.**

(a) Whether or not the indemnification provided in Section 3 hereof is available, in respect of any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in Proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such Proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), the Company shall contribute to the amount of Expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such Expenses or Liabilities, as well as any other equitable considerations which the law may require to be considered. The relative fault of Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary, and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company other than Indemnitee who may be jointly liable with Indemnitee.

5 . **Exceptions to Indemnification.** Indemnitee shall be entitled to indemnification under Sections 3(a) and 3(b) above in all circumstances other than to the extent that any such claim, issue or matter has arisen as a result of any of the following circumstances:

( a ) Proceedings Other Than By or In the Right of the Company. If indemnification is requested under Section 3(a) on account of conduct by Indemnitee where such conduct has been determined by a final (not interlocutory) judgment or other court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing to have been knowingly fraudulent or constitute willful misconduct in connection with such specific claim, issue or matter, or, with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful, Indemnitee shall not be entitled to payment of Indemnifiable Amounts hereunder.

(b) Proceedings By or In the Right of the Company. If indemnification is requested under Section 3(b) and

(i) it has been determined by a final (not interlocutory) judgment or other court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing that the conduct by Indemnitee to have been knowingly fraudulent or constitute willful misconduct in connection with such specific claim, issue or matter, Indemnitee shall not be entitled to payment of Indemnifiable Amounts hereunder; or

(ii) it has been determined by a final (not interlocutory) judgment or other court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing that Indemnitee is liable to the Company for an accounting of profits made from the purchase or sale by the Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder and amendments thereto or similar provisions of any federal, state or local statutory law.

( c ) Insurance Proceeds. To the extent payment is actually made to the Indemnitee under a valid and collectible insurance policy in respect of Indemnifiable Amounts in connection with such specific claim, issue or matter, Indemnitee shall not be entitled to payment of lndemnifiable Amounts hereunder except as provided in Section 24 and except in respect of any excess of Indemnifiable Amounts beyond the amount of payment under such insurance; provided that the Company shall pay or reimburse all Expenses actually and reasonably incurred by Indemnitee in connection with securing such payment.

( d ) Other Limitation. No indemnity pursuant to this Agreement shall be paid by the Company if such indemnity is determined by a final (not interlocutory) judgment or other court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing to be unlawful under Colorado law.

6. **Procedure for Payment of Indemnifiable Amounts.** Indemnitee shall submit to the Company a written request specifying the Indemnifiable Amounts for which Indemnitee seeks payment under Section 3 of this Agreement and the basis for the claim. The Company shall pay such Indemnifiable Amounts to Indemnitee within thirty (30) calendar days of receipt of the request. At the request of the Company, Indemnitee shall furnish such documentation and information as are reasonably available to Indemnitee and necessary to establish that Indemnitee is entitled to indemnification hereunder. If the Company has not paid such claim pursuant to the foregoing sentence or has not deemed to have so acknowledged such entitlement pursuant to Section 12(d) below or the Company's determination of whether to grant Indemnitee's indemnification request shall not have been made within such thirty (30) day period, the requisite determination of entitlement to indemnification shall, subject to Section 5, nonetheless be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under Colorado law.

7. **Interpretation.** It is understood that the parties hereto intend this Agreement to be interpreted and enforced so as to provide indemnification to Indemnitee to the fullest extent now or hereafter permitted by Colorado law.

8. **Effect of Certain Resolutions.** Neither the settlement or termination of any Proceeding nor the failure of the Company to award indemnification or to determine that indemnification is payable shall create a presumption that Indemnitee is not entitled to indemnification hereunder. In addition, the termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe that Indemnitee's action was unlawful.

9. **Agreement to Advance Expenses; Undertaking.** The Company shall advance all Expenses incurred by or on behalf Indemnitee in connection with any Proceeding, including a Proceeding by or in the right of the Company, in which Indemnitee is involved by reason of such Indemnitee's Corporate Status within thirty (30) calendar days after the receipt by the Company of a written statement from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. To the extent required by Colorado law, Indemnitee hereby undertakes to repay any and all of the amount of Indemnifiable Expenses (without interest) paid to Indemnitee if and to the extent it is finally determined by a court of competent jurisdiction that Indemnitee is not entitled under this Agreement to indemnification with respect to such Expenses. This undertaking is an unlimited general obligation of Indemnitee.

10. **Procedure for Advance Payment of Expenses.** Indemnitee shall submit to the Company a written request specifying the Indemnifiable Expenses for which Indemnitee seeks an advancement under Section 9 of this Agreement, together with reasonable documentation evidencing that Indemnitee has incurred such Indemnifiable Expenses. Payment of Indemnifiable Expenses under Section 9 shall be made no later than thirty (30) calendar days after the Company's receipt of such request.

11. **Remedies of Indemnitee.**

(a) Right to Petition Court. In the event that Indemnitee makes a request for payment of Indemnifiable Amounts under Sections 3 and 6 above or a request for an advancement of Indemnifiable Expenses under Sections 9 and 10 above and the Company fails to make such payment or advancement in a timely manner pursuant to the terms of this Agreement, Indemnitee may petition the Court of Chancery to enforce the Company's obligations under this Agreement.

(b) Burden of Proof. In any judicial proceeding brought under Section 11(a) above, the Company shall have the burden of proving that Indemnitee is not entitled to payment of Indemnifiable Amounts hereunder.

(c) Expenses. The Company agrees to reimburse Indemnitee in full for any Expenses incurred by Indemnitee in connection with investigating, preparing for, litigating, defending or settling any action brought by Indemnitee under Section 11(a) above, or in connection with any claim or counterclaim brought by the Company in connection therewith, whether or not Indemnitee is successful in whole or in part in connection with any such action unless finally adjudicated by the a court of the State of Colorado that such action was brought in bad faith or was frivolous.

(d) Failure to Act Not a Defense. The failure of the Company (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of the payment of Indemnifiable Amounts or the advancement of Indemnifiable Expenses under this Agreement shall not be a defense in any action brought under Section 11(a) above, and shall not create a presumption that such payment or advancement is not permissible.

12. **Defense of the Underlying Proceeding.**

( a ) Notice by Indemnitee. Indemnitee agrees to notify the Company promptly upon being served with any summons, citation, subpoena, complaint, indictment, information, or other document relating to any Proceeding which may result in the payment of Indemnifiable Amounts or the advancement of Indemnifiable Expenses hereunder; provided, however, that the failure to give any such notice shall not disqualify Indemnitee from the right, or otherwise affect in any manner any right of Indemnitee, to receive payments of Indemnifiable Amounts or advancements of Indemnifiable Expenses unless the Company's ability to defend in such Proceeding is actually and materially and adversely prejudiced thereby.

(b) Defense by Company. Subject to the provisions of the last sentence of this Section l2(b) and of Section l2(c) below, the Company shall have the right to defend Indemnitee in any Proceeding which may give rise to the payment of Indemnifiable Amounts hereunder with counsel reasonably acceptable to Indemnitee; provided, however that the Company shall notify Indemnitee of any such decision to defend within ten (10) calendar days of receipt of notice of any such Proceeding under Section 12(a) above. The Company shall not, without the prior written consent of Indemnitee, consent to the entry of any judgment against Indemnitee or enter into any settlement or compromise which (i) includes an admission of fault of Indemnitee, (ii) does not include, as an unconditional term thereof, the full release of Indemnitee from all liability in respect of such Proceeding, which release shall be in form and substance reasonably satisfactory to Indemnitee or (iii) would otherwise impose any fine or obligation on Indemnitee that is not, and will not, be indemnifiable under this Agreement. This Section l2(b) shall not apply to a Proceeding brought by Indemnitee under Section 11(a) above or pursuant to Section 20 below.

(c) Indemnitee's Right to Counsel. Notwithstanding the provisions of Section 12(b) above, if in a Proceeding to which Indemnitee is a party by reason of Indemnitee's Corporate Status, (i) Indemnitee reasonably concludes that he or she may have separate defenses or counterclaims to assert with respect to any issue which may not be consistent with the position of other defendants in such Proceeding, (ii) a conflict of interest or potential conflict of interest exists between Indemnitee and the Company, or (iii) if the Company fails to assume the defense of such proceeding in a timely manner, Indemnitee shall be entitled to be represented by separate legal counsel of Indemnitee's choice at the reasonable expense of the Company. In addition, if the Company fails to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any action, suit or proceeding to deny or to recover from Indemnitee the benefits intended to be provided to Indemnitee hereunder, Indemnitee shall have the right to retain counsel of Indemnitee's choice, at the reasonable expense of the Company, to represent Indemnitee in connection with any such matter.

( d ) Company Acknowledgement. To the fullest extent permitted by Colorado law, the Company’s assumption of the Proceeding in accordance with paragraph Section 12(b) above will constitute an irrevocable acknowledgement by the Company that any Indemnifiable Liabilities suffered or paid by Indemnitee and Indemnifiable Expenses by or for the account of Indemnitee actually and reasonably incurred in connection therewith are indemnifiable by the Company under Section 3 of this Agreement.

13. **Representations and Warranties of the Company.** The Company hereby represents and warrants to Indemnitee as follows:

( a ) Authority. The Company has all necessary power and authority to enter into, and be bound by the terms of, this Agreement, and the execution, delivery and performance of the undertakings contemplated by this Agreement have been duly authorized by all necessary corporate action of the Company.

( b ) Enforceability. This Agreement, when executed and delivered by the Company in accordance with the provisions hereof, shall be a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights generally.

1 4 . **Insurance.** The Company shall use its reasonable best efforts to obtain and maintain a policy or policies of insurance with a reputable insurance company with A.M. Best ratings of "A" or better providing the Indemnitee with coverage for any Liability asserted against, or incurred by, the Indemnitee or on the Indemnitee's behalf by reason of its Corporate Status, and to ensure the Company's performance of its indemnification obligations under this Agreement. In all policies of director and officer liability insurance obtained and/or maintained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's officers and directors, and such insurance policies shall have other coverage terms and policy limits at least as favorable to Indemnitee as the insurance coverage provided to any other director or officer of the Company.

15. **Contract Rights Not Exclusive.** The rights to payment of Indemnifiable Amounts and advancement of Indemnifiable Expenses provided by this Agreement shall be in addition to, but not exclusive of, any other rights which Indemnitee may have at any time under applicable law, the Company's Certificate of Incorporation or By-laws, or any other agreement, vote of stockholders or directors (or a committee of directors), or otherwise, both as to action in Indemnitee's official capacity and as to action in any other capacity as a result of Indemnitee's serving as a director of the Company. No amendment or alteration of the Company's Certificate of Incorporation or By-laws or any other agreement shall adversely affect the rights provided to Indemnitee under this Agreement.

16. **Successors.** This Agreement shall be (a) binding upon all successors and assigns of the Company (including any transferee of all or a substantial portion of the business, stock and/or assets of the Company and any direct or indirect successor by merger or consolidation or otherwise by operation of law) and (b) binding on and shall inure to the benefit of the heirs, personal representatives, executors and administrators of Indemnitee. This Agreement shall continue for the benefit of Indemnitee and such heirs, personal representatives, executors and administrators after Indemnitee has ceased to have Corporate Status. The Company shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by written agreement in form and substance reasonably satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

17. **Subrogation.** In the event of any payment of Indemnifiable Amounts under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of contribution or recovery of Indemnitee against other persons, and Indemnitee shall take, at the request of the Company, all reasonable action necessary to secure such rights, including the execution of such documents as are necessary to enable the Company to bring suit to enforce such rights. The Company shall pay or reimburse all Expenses actually and reasonably incurred by Indemnitee in connection with such subrogation. In no event, however, shall the Company or any other person have any right of recovery through subrogation against (i) Indemnitee, (ii) the Other Indemnitors (as defined below), or (iii) any insurance policy purchased or maintained by Indemnitee or the Other Indemnitors.

18. **Change in Law.** To the extent that a change in Colorado law (whether by statute or judicial decision) shall permit broader indemnification or advancement of expenses than is provided under the terms of the By-laws and this Agreement, Indemnitee shall be entitled to such broader indemnification and advancements, and this Agreement shall be deemed to be amended to such extent.

19. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or any clause thereof, shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, such provision or clause shall be limited or modified in its application to the minimum extent necessary to make such provision or clause valid, legal and enforceable, and the remaining provisions and clauses of this Agreement shall remain fully enforceable and binding on the parties and the Company shall nevertheless indemnify Indemnitee if Indemnitee was or is made or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action, suit or proceeding (brought in the right of the Company or otherwise), whether civil, criminal, administrative or investigative and whether formal or informal, including appeals, by reason of the fact that Indemnitee is or was (whether on or prior to the date of this Agreement or thereafter) or has agreed to serve as a director, officer, employee or agent of the Company, or while serving as a director or officer of the Company, is or was serving or has agreed to serve at the request of the Company as a director, officer, employee or agent (which, for purposes hereof, shall include a trustee, partner or manager or similar capacity) of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, from and against all loss and liability suffered and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding, including any appeals, to the fullest extent permitted by any applicable portion of this Agreement that shall not have been invalidated and to the fullest extent permitted by law.

20. **Indemnitee as Plaintiff.** Except as provided in Section 11(c) of this Agreement and in the next sentence, Indemnitee shall not be entitled to payment of Indemnifiable Amounts or advancement of Indemnifiable Expenses with respect to any Proceeding brought by Indemnitee against the Company, any Entity which it controls, any director or officer thereof, or any third party, unless the Board of Directors of the Company has consented to the initiation of such Proceeding. This Section shall not apply to counterclaims or affirmative defenses asserted by Indemnitee in an action brought against Indemnitee.

2 1 . **Modifications and Waiver.** Except as provided in Section 18 above with respect to changes in Colorado law which broaden the right of Indemnitee to be indemnified by the Company, no supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver

2 2 . **General Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) when transmitted by facsimile or by email and receipt is acknowledged, or (c) if mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(i) If to Indemnitee, to:

[_____]

(ii) If to the Company, to:

GrowGeneration Corp.
503 North Main St., Suite 740
Pueblo, CO 81003
Facsimile: [_____]
Email: [_____]

or to such other address as may have been furnished in the same manner by any party to the others.

23. **Governing Law; Consent to Jurisdiction; Service of Process.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its rules of conflict of laws. Each of the Company and the Indemnitee hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state courts of the State of Colorado and the courts of the United States of America located in the State of Colorado (the " Colorado Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Colorado Courts and agrees not to plead or claim in any Colorado Court that such litigation brought therein has been brought in an inconvenient forum. Each of the parties hereto agrees, (a) to the extent such party is not otherwise subject to service of process in the State of Colorado, to appoint and maintain an agent in the State of Colorado as such party's agent for acceptance of legal process, and (b) that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service. Service made pursuant to (a) or (b) above shall have the same legal force and effect as if served upon such party personally within the State of Colorado. For purposes of implementing the parties' agreement to appoint and maintain an agent for service of process in the State of Colorado, each such party does hereby appoint the Company, 503 N Main St, Suite 740, Pueblo, CO 81003, as such agent and each such party hereby agrees to complete all actions necessary for such appointment.

24. **Primacy of Indemnification.** The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by the fund with which the Indemnitee is associated and/or other sources (collectively, the "Other Indemnitors"). The Company hereby agrees that it is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), and that the Company will not assert that the Indemnitee must seek expense advancement or reimbursement, or indemnification, from any Other Indemnitor before the Company must perform its expense advancement and reimbursement, and indemnification obligations, under this Agreement. No advancement or payment by the Other Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing. The Other Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery which Indemnitee would have had against the Company if the Other Indemnitors had not advanced or paid any amount to or on behalf of Indemnitee. If for any reason the a court of competent jurisdiction determines that the Other Indemnitors are not entitled to the subrogation rights described in the preceding sentence, the Other Indemnitors shall have a right of contribution by the Company to the Other Indemnitors with respect to any advance or payment by the Other Indemnitors to or on behalf of the Indemnitee.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument, notwithstanding that both parties are not signatories to the original or same counterpart.

26. **Reliance; Third Party Beneficiary.** The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company. The Company and Indemnitee agree that each Other Indemnitor is a third party beneficiary of this Agreement.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COMPANY:**
GROWGENERATION CORP, INC.

By: _____
Name:
Title:

**INDEMNITEE:**

_____
[_____]

**Exhibit 10.11**

**National Business Brokers, Ltd.**
**ASSET PURCHASE AGREEMENT**
**(TRANSACTION BROKER)**

**THIS AGREEMENT**, dated this **14th** day of **April 2014**, is by and between, **EasyLife Corp.** whose address is **570 Taster Road. Elmsford, New York 10523**, hereinafter referred to as "Purchaser", Jason Dawson and Southern Colorado Garden Supply Corp. each of whose address is **113W, 4 th Street, Pueblo CO 81003** (herein referred to as "Seller").

**WHEREAS**, Seller desires to sell and Purchaser desires to purchase the assets of the business known as **Pueblo Hydroponies, 113 W. 4 th Street, Pueblo, CO 81003** (the "Business").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged. it is agreed as follows:

**1. SALES OF AS ETS. Owned Assets.** Seller shall sell, assign, transfer, convey and deliver to Purchaser at closing free and clear of all debts; liens; encumbrances and leases, all of the assets of the Business as a going concern, including but not limited to all furniture, fixtures, equipment, vehicles, supplies, inventory, trade names, trademarks, service marks, leasehold improvements, business telephone and facsimile numbers, domain names and goodwill used in the operation of the Business, to the extent that they can be assigned by Seller (collectively the "Purchased Assets"). Exhibit A., attached hereto, identifies the Purchased Assets. Cash, cash equivalents, and accounts receivable are excluded as part of the sale.

**2. PURCHASE PRICE AND TERMS.** Purchaser shall pay the total purchase price of **$272,000 plus inventory of approximately $250,000.00** (the "Purchase Price") for the Purchased Assets, which shall be paid under the following terms and conditions.

A. Earnest Money Deposit: Attached hereto and delivered herewith is a company check in the amount of **$20,000.00,** the sum of which is to be deposited by National Business Brokers, Ltd. ("Broker"), which shall be deposited in Broker's escrow account. Said earnest money deposit shall be applied to the total Purchase Price at closing. Earnest money deposit shall become nonrefundable upon Seller and Purchaser's satisfaction of contingencies, until then it will be returned to Purchaser in the event Purchaser so elects in the case of Seller's default or in the event that this Agreement is rendered null and void as a result of the failure of any condition.

B. Cash Down at Closing: At Closing, Purchaser shall pay the total sum of $272,000.00 phis the total value of the inventory, less (1) $60,000 in accounts payable which obligation Purchaser shall assume; and (ii) the earnest money deposit of $20,000, which sum shall be paid in cash or certified funds at closing, subject to adjustment as set forth below.

**3. CLOSING DATE.** Closing shall take place on or before **May 23, 2014**, at the office of the Broker, *3060 N. Academy Blvd., Ste. 200, Colorado Springs. CO 80917 (Phone (779) 635-8133)***,** or an alternative location selected by Broker. This Agreement may be extended for a period up to an additional thirty (30) daysif mutually agreed upon by all parties in writing.

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**4. CLOSING COSTS.** The closing costs associated with this transaction shall be payable as follows:

A. Professional Fees: Purchaser and Seller shall each be responsible for paying their respective professional advisors, including attorneys and accountants.

B. Broker's Commission: Purchaser and Seller acknowledge that National Business Brokers, Ltd. is the only party entitled to a brokerage commission relating to the subject transaction. Said commission is payable in full at closing and is the sole responsibility of Seller. Purchaser agrees at Closing to tender all funds representing Broker's commission to Broker. Should Purchaser and Seller circumvent Broker's Commission and litigation is necessary to enforce this portion of the contract, Broker shall be entitled to reasonable attorney fees and interest at the maximum allowable by Colorado Law on the commission due if broker prevails.

C. Personal Property Tax certificate. State and County Lien Searches. and Credit Report: The cost, estimated not to exceed 5130.00, of obtaining the Personal Property Tax Certificate, state and county Lien Searches, a Credit Report shall be paid by Purchaser. Purchaser hereby instructs Broker to obtain said tax Certificate, Lien Searches, and Credit Report as soon as possible after Purchaser has removed the financial review contingency set forth below. In the event the subject transaction *does* not close for any reason, the actual cost of obtaining said Tax Certificate, Lien Search, and Credit Report will be deducted from Purchaser's earnest money deposit.

**5. PROBATIONS.** The following items shall be prorated or adjusted prior to or at the rinse of closing:

A. Personal Property Taxes;
B. Security Deposits;
C. Yellow Page Advertising (through notification of the telephone company);
D. Rents (Purchaser and Seller acknowledge that the Landlord's accounting procedures may require an adjustment subsequent to closing for real estate taxes, insurance, maintenance, or other charges as set forth in the lease. Any such adjustment shallbe prorated between Purchaser and Seller, outside closing, within thirty (30) days after receipt of notice of such charges.);
E. Utilities (through notification of the utility company(s) by Purchaser subsequent to the sale).

**6. INVENTORY.** The purchase price shall include supplies and marketable inventory, of **$250,000.00** valued at Seller's cost plus freight-in. It the actual amount of *the* inventory at Closing is less than $250,000, the Purchase Price shall be adjusted accordingly. If the actual amount of the inventory at Closing is mom than $250,000, the Purchase Price shall also be adjusted accordingly. Prior to closing, Purchaser and Seller agree to jointly conduct an inventory for this sale. The cost of the inventory service to count the inventory shall be split equally between Purchaser and Seller. An agent of National Business Brokers. Ltd. may be present during the inventory, but neither the agent nor Broker shall be responsible for the quantities or valuation of the inventory determined by the Purchaser and Seller.

**7. ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE.** All accounts payable with the exception of **$60,000.00** in accounts payables against inventory being assumed by Purchaser and all accounts receivable and all costs and revenues of the business incurred or accrued prior to closing shall be the responsibility and property of Seller. All costs and revenues of the business Incurred or accrued subsequent to Closing shall be the responsibility and property of the Purchaser. Accounts payable other than the $60,000 noted herein and as set forth in Exhibit B are not being assumed by Purchaser, and accounts receivable are not being assigned by Seller.

**8. PURCHASER'S CONTINGENCIES:** This Agreement is contingent upon the following:

A. Financial Records: Purchaser or Purchaser's agents review, audit and acceptance of the Seller's financial records and support documentation within **Thirty (30)** business days of receipt of such records and documentation from Seller. Purchaser acknowledges that Broker has not verified the accuracy of Sellers operating or financial data, and Broker makes no warranties as to the accuracy of such information.

C. Due Diligence Inspection: This Agreement shall further be contingent upon Purchaser completing to their sole satisfaction the due diligence examination including, but not limited to, inspection of all equipment, buildings, storage facilities, the completion of an environmental audit as necessary and appropriate, and such other due diligence activities as deemed necessary and appropriate by Purchaser within **Fourteen (14)** business days of acceptance of this contract by Seller.

D. Lease: This Agreement shall further be contingent upon Purchaser's assuming Seller's existing leases or negotiating a new lease between Purchaser and Landfall, under terms acceptable to Purchaser within **Thirty (30)** business days of acceptance of this contract by Seller.

E. Consulting Agreement: This Agreement shall further be contingent upon Purchaser's negotiating a consulting agreement with Seller under terms agreeable to Purchaser within **Thirty (30)** business days of acceptance of this contract by Seller. Consulting agreement to outline specific duties, including help with Acquisition identification, retail store ownership transition, development of import channels for lighting and other garden products, and & commerce implementation.

**9. SELLER'S CONTINGENCIES:** This Agreement is contingent upon the following:

A. The Seller's Approval of Purchaser's Credit-Worthiness. Upon execution of this Agreement by all parties, Purchaser agrees to furnish Seller with financial statements, credit reports or other information reasonably necessary to prove that Purchaser has the ability to pay the funds due at Closing. Seller must approve of Purchaser's credit-worthiness, in writing, within **Fourteen (14)** business days of receipt of Purchaser's financial data, which approval will not be unreasonably withheld. Seller acknowledges that Seller must satisfy himself, independent of Broker, of Purchaser's financial capabilities.

B. Consulting Agreement. This Agreement shall further be contingent upon Seller and Purchaser negotiating a Consulting Agreement under terms agreeable to Seller and Purchaser within **Thirty (30)** business days of acceptance of this contract by Seller. Consulting Agreement to outline specific duties, including help with acquisition identification, retail store ownership transition, development of import channels for lighting and other garden products, and E-commerce implementation. The performance of the Consulting Agreement by Seller and Purchaser shall be separate from and independent of this Asset Purchase Agreement.

C. Lease: This Agreement shall further be contingent upon Purchaser's assuming Seller's existing leases or negotiating a new lease, between Purchaser and Landlord, under terms acceptable to Purchaser within **Thirty (30)** business days of acceptance of this contract by Seller. Any such assumption or renegotiated lease shall result in no continuing liability to Seller on any lease subsequent to closing.

In the event Seller is unable to satisfy the foregoing contingencies within the specified time periods, this Agreement shall become void unless otherwise agreed to at such time and Broker shall refund Purchaser's earnest money deposit. Notification of a failure to meet a contingency must be provided in writing on or prior to the time specified above and Purchaser shall upon receipt of such notice have fifteen (IS) days to curt any deficiency detailed in such notice.

**10. ACKNOWLEDGMENT AND DISCLAIMER.** Purchaser acknowledges that it has not relied on any financial representations from Broker, its agents, or employees concerning the financial status of the subject business, and that Purchaser is responsible for satisfying itself independent of the Broker, its agents, and employees as to the past, present, and future profitability of the business.

**11. TRAINING.** Seller agrees to train Purchaser in the operation of the Business during regular business hours for a total **Fourteen (14)** business days. The training is to be at no further cost to the Purchaser and may be terminated at the option of the Purchaser.

**12. COVENANT NOT TO COMPETE.** At Closing, Seller agrees to sign a Covenant Not to Compete in a similar business as an owner, manager, or employee, or in any other capacity within a period of **Five (5)** years within One Hundred and **Sixty (60)** miles of current business location(s). Seller acknowledges that the Covenant Not to Compete is a material inducement to Purchaser's acquisition of the subject Business and the Purchased Assets. The Consulting Agreement from Purchaser to Seller shall not be considered a violation of the Covenant Not to Compete.


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**13. ALLOCATION OF PURCHASE PRICE.** Purchaser and Seller shall agree on the allocation of the Purchase Price prior to Closing. In the event Purchaser and Seller cannot agree on an allocation of the Purchase Price prior to Closing, the Purchaser and Seller shall allocate the Purchase Price outside this Agreement. Each of the Parties agrees so report the transactions contemplated in this Agreement for federal, state and local tax purposes in accordance with the agreed upon allocation and not to file any tax return or otherwise take a position with tax authorities that is inconsistent with such allocation.

**14. Seller shall be responsible for all applicable sales and use taxes prior to dosing and Purchaser shall be responsible for all applicable sales and use taxes after dosing.**

**15. CONFIDENTIALITY.** Purchaser and Seller shall keep confidential all information concerning the other party obtained during the negotiations relating to the subject Agreement and the transactions contemplated hereby. For purposes of the Agreement, "confidential information" means all information that is not generally known to the public. whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, existing or potential customers, business plans, promotional and marketing activities, finances and other business affairs of such party), that is disclosed by one party to another party or that is otherwise learned by the receiving party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the other party, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and confidential.

**16. CONDITION OF EQUIPMENT.** At the time of closing, all equipment shall be in good working order, but is being sold on an "as is" basis without warranty of merchantability or fitness for a particular purpose,

**17. BUSINESS RECORDS.** At the Closing, Seller shall deliver to Purchaser all the existing business records that are pertinent to the financial condition and operation of the Business. Purchaser shall grant Seller reasonable access to said records.

**18. SELLER WARRANTIES.** The Seller and Jason Dawson hereby jointly and severally represent and warrant to Purchaser that the statements contained in this Section 18 are true and correct as of the date of execution of this Agreement and shall be correct as at the date of Closing, all of which are being relied upon by Purchaser.

A. Marketable Title: That Seller is the sole owner of and has good and marketable title to the Business and the Purchased Assets free of all debts, equipment leases, liens, and encumbrances. Seller has full right to convey good and marketable title to the Purchased Assets to the Purchaser. Purchaser recognizes that there may exist purchase money or other security interests us result of the existing payables as set forth on Exhibit B and hereby agree to accept such interests or encumbrances.

B. Litigation Disclosure: Seller has no knowledge of any litigation, proceeding, arbitration, investigation, violations, or actions pending or threatened which might result in any material adverse change lathe business, assets, **or** status of the business or which questions the validity of this Agreement. Seller has no knowledge of any grounds upon which any litigation, arbitration, proceedings, or investigation could be based.

D. Retention of Assets on Premises: The property to he transferred is now and at the time of closing will be located at Seller's place of business and will not be removed, except within the ordinary course of business, without the prior written consent of the Purchaser.

E. Conduct of Business Prior to Closing: The business, up to the date of closing, will be conducted in essentially the same manner as it has been conducted in the past, and in accordance with all applicable laws and regulations. Seller shall use its best efforts to preserve the business organization intact; and shall preserve, for Purchaser, the goodwill of suppliers and customers and others having businesses relations with it. Prior to Closing, Seller will not sell or transfer any of its properties other than in the ordinary course of business nor subject any of its properties or assets to mortgage, pledge lien, or other encumbrance. Seller has no knowledge of a business termination of any material customer or supplier. Seller shall cause the Business to maintain inventory at sufficient levels to prudently continue operations and to *meet* customer demand. Seller shall cause the Business to continue to maintain business and assets in the ordinary course of business as necessary to continue the effective operations of the Business and shall cause the Business to engage in no activities other than the customary and normal activities now carried on by the Business.

F. Disclosure of Liabilities: Seller does not know of, and does not have reasonable grounds for knowing of, any liabilities or obligations of any nature, whether accrued, absolute, contingent, or otherwise, which relate to, or could adversely affect, the Purchased Assets being sold, assigned, conveyed, delivered and transferred under this Agreement, except as otherwise specifically disclosed herein.

G. Status of Employees and Contracts: Seller has no written contracts with any of its employees. Seller shall be responsible for paying, prior to Closing, all accrued employee vacation or sick pay entitlement. Seller has no employee benefit plans, and further has no written or oral agreements or contracts with any of its officers or employees which is not terminable at will without penalty, including, but not limited to, bonus, pensions, profit sharing, medical reimbursement, or life insurance plans, and there have not been any such plans or agreements within the last three (3) years, and there will not be at Closing any such agreements, nor will there be any increase in the rate of compensation payable to any employee of Seller, unless expressly agreed to in writing by Purchaser. Nothwithstanding any other part of this paragraph G, Seller has a group health insurance plan in place for its employees which it will cancel at closing. All employees are employed legally and not in violation of any State or Federal laws.

H. Taxes: Seller has paid in full, or will arrange for the payment in full in a timely manner, all withholdings, social security, unemployment insurance, and sales taxes due through the date of closing. As of the date of Closing, or as soon thereafter as possible, Seller shall have filed all Federal income tax returns and all state and local tax or franchise tax returns and all real property tax returns which are required to be filed, and shall have paid all taxes and fees applicable thereto in full.. Any audit of any such returns or any examination for compliance with Federal and/or State Wage and Hour Laws concerning periods prior to closing shall be defended by Seller and Seller agrees to indemnify and hold Purchaser and Its success corporation, if applicable, harmless front any resulting tax or wage liabilities resulting therefrom. To enforce any indemnification contained herein, Purchaser shall have the right to offset against any amounts still due under continuing obligations by Purchaser to Seller, any losses, costs, penalties, assessments, or expenses to defend, including reasonable attorney's fees, which am covered by such indemnification and arise out of circumstances existing prior to closing and which are not disclosed in writing to Purchaser.

I. Authority To Operate Business: Seller is entitled to own or lease its property and to carry on its business as is and in the place where such properties are now leased or operated and the Seller's knowledge of the location and operation of such business is not and would not become by the present sale in violation of any statue, rule, ordinance, or regulation affecting zoning or otherwise.

J. Full Disclosures and Warranties: In addition to these disclosures as specifically listed herein, there may be other written disclosures of material information by Seller to Purchaser which disclosure shall also be a material, part of the disclosures hereunder. No representation or warranty by Seller in this Agreement and no statement contained in any certificate or other document furnished or to be furnished to Purchaser pursuant to this Agreement contains any untrue statement of a material fact; or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

K. Financial Disclosures: Seller warrants and represents that all financial information provided by Seller to Purchaser in Purchaser's review and due diligence with respect to the Business arc accurate and correct in all material respects.

L. Effective Date of Warranties: All the warranties contained herein shall be effective as of the date herein and shall further he effective as of the date of Closing. All warranties herein shall survive Closing.

M. Unemployment Compensation: Seller understands that its account with the State of Colorado for unemployment insurance taxes follows the business operation and Purchasers will succeed to the experience rating of Seller. Therefore, Seller will notify Purchaser in a timely fashion in the event it receives notice from the State that a former employee of Seller has applied for unemployment benefits, by providing Purchaser with a copy of such notice, and allowing Purchaser to protest or Object to such claim. Further, the principals of Seller agree not to personally apply for unemployment benefits as a result of the discontinuance of their employment. They are voluntarily terminating such employment and receiving consideration for termination through sale of assets a covenant not to compete.

N. No Breaches: Seller has no knowledge of any breaches or claimed breaches of any contract or agreement relating to the Business and such contracts and agreements are in full force and effect, enforceable in accordance with their terms, as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

O. Compliance with Laws: Seller has complied in all material respects with all applicable federal, state and local laws, regulations and ordinances in the conduct of the Business. Any and all reports and returns of any nature required to be filed by or on behalf of Seller with respect to the Business have been duly filed not later than the time prescribed by law for the filing thereof.

P. No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule. or regulation applicable to Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is requited CO be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

Q. Organization and Authority of Seller; Enforceability. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Colorado. Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Purchaser) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

R. Purchased Assets; Inventory; Intellectual Property, The Purchased Assets and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Intellectual Property, or restricting the licensing thereof to any person or entity.

**19. Purchaser's Warranties.** The Purchaser hereby represents and warrants to Seller that the statements contained in this Section 19 are true and correct as of the date of execution of this Agreement and shall *be* correct as at the date of Closing, all of which are being relied upon by Seller.

A. Organization and Authority of Seller; Enforceability. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of Colorado. Purchaser has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The ex )1, delivery and performance by Purchaser of this Agreement and the documents and payments to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement and the documents to he delivered hereunder have been duly executed and delivered by Purchaser, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

B. No Conflicts; Consents. The execution, delivery and performance by Purchaser of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Purchaser; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Purchaser; (e) conflict with, or result in (with or without notice or *lapse* of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Purchaser is a party. No consent, approval, waiver or authorization is required to *be* obtained by Purchaser from any person or entity (including any governmental authority) in connection with the execution, deli very and performance by Purchaser of' this Agreement and the consummation of the transactions contemplated hereby.

C. Collateral and Indebtedness. Neither Buyer nor any of its principals or agents have taken any steps to create a lien or security interest in any of the Purchased Assets.

D. Full Disclosures and Warranties: In addition to these disclosures as specifically listed herein, there may be other written disclosures of material information by Purchaser to Seller which disclosure shall also be a material part of the disclosures hereunder. No representation or warranty by Purchaser in this Agreement and no statement contained in any certificate or other document furnished or to be furnished to Seller pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

E. Financial Disclosures: Purchaser warrants and represents that all financialinformation provided by Purchaser to Seller for Seller's review and due diligence with respect to the Purchaser financial ability are accurate and correct in all material respects.

F. Effective Date of Warranties: All the warranties contained herein shall be effective as of the date herein and shall further *be* effective as of the date of Closing. All warranties herein shall survive Closing.

**20. <u>PREPARATION OF DOCUMENTS.</u>** All closing documents, with the exception of the settlement sheet, which will be prepared by Broker, will be prepared by Purchaser's attorney. In addition to any other documentation required by either Purchaser's or Seller's attorneys, it is anticipated that the closing documents may include the following:

- Bill of Sale
- Covenant Not to Compete
- Assignment and/or Assumption Agreements including trade name(s)
- the Assignment and Assumption of Leases duly executed by Seller
- an assignment in form and substance satisfactory to Purchaser (the '**Intellectual Property Assignments**") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the all intellectual property included in the Purchased Assets. " **Intellectual Property**" means any and all. of the following in a et n throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing
- a certificate of the Secretary of Purchaser certifying as to (A) the resolutions of the board of directors and shareholders of Purchaser, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (B) the names and signatures of the officers of Purchaser authorized to sign this Agreement and the documents to be delivered hereunder

S.I.
P.I.

S.I._____
P.I._____

**21. INDEMNIFICATION.** Purchaser and Seller agree to protect, indemnify, and hold the other harmless against, and with respect to, any loss, damage, or expense occasioned by any breach or alleged breach, falsity, or failure of any of the representations, covenants, warranties, or agreements of any such party contained herein or contained in any document transferred between Purchaser and Seller in connection with this transaction. Further, Seller shall indemnify and hold Purchaser harmless for all matters relating to subject Business prior to Closing, and Purchaser shall indemnify and hold Seller harmless for all matters relating to the subject Business after Closing. Purchaser agrees to replace Seller as personal guarantor with all existing suppliers or creditors.

**22. RISK OF LOSS.** Pending Closing, Seller shall keep all presently existing insurance covering the Business and the Purchased Assets in effect. All risk of loss, until Closing, shall remain with the Seller. In the event the premises shall be damaged by fire or other casualty prior to time of Closing, in an amount of not more that ten (10%) percent of the total purchase price, Seller shall be obligated to repair the same before Closing or as soon thereafter as possible. In the event such damage exceeds ten (10%) percent, or cannot be repaired within said time, this Agreement may be canceled at the option of the Purchaser.

**23. TIME IS OF THE ESSENCE.** Time is of the essence hereof, and if any payment or any other condition hereof is not made, tendered, Or performed by either the Purchaser or Seller as herein provided in the Agreement, then such party shall be deemed to be in default hereunder. In the event of such default by Seller, and the Purchaser elects to treat the contract as terminated, then all payments made plus any Seemed interest shall be returned to the Purchaser, after deducting any stuns due Broker for actual cost for Personal Property Tax Certificates, Lien Searches, and Credit Reports, Additionally, in the event of default by the Seller. Purchaser may elect to treat this Agreement as being in full force and effect, and Purchaser shall have the right to an action for specific performance and damages. In the event of default by the Purchaser, all payments shall be forfeited and retained on behalf of the Seller as liquidated damages. in the event *of* forfeiture of earnest money deposits, such deposits shall be divided equally between Broker and Seller: however, any distribution to Broker shall not exceed the Broker's commission plus actual costs for Personal Property Tax Certificates, Lien Searches and Credit Reports. In the event either party shall *be* required to institute litigation to enforce the terms and provisions of this Agreement in the event of default on the part of' the other party, the prevailing party shall be entitled to recover its reasonable attorney's fees of such litigation plus costs.

**24. MERCER.** This Agreement shall not be merged or extinguished, but shall survive closing.

**25. GOVERNING LAW.** This Agreement shall be governed by. and its terms construed under, the laws of the State of Colorado.

**26. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Purchaser and Seller, and there are not warranties, representations, or agreements between the parties, which are not set forth herein.

**27. ASSIGNMENT.** This Agreement may not be assigned by either party. Not withstanding the foregoing, this Agreement shall inure to and be binding upon the parties hereto, their respective heirs, personal representatives, successors, and permitted assigns. in the event Purchaser elects to form a corporation to own and operate the business, whether prior to or subsequent to Closing, Seller consents to the assignment to the corporation formed by Purchaser, provided Purchaser owns at least Fifty-One (51%) percent of the outstanding and issued stock of said corporation and remains liable for all obligations set forth herein.

**28. AGENCY DISCLOSURE REAFFIRMATION.** Purchaser and Seller hereby acknowledge prior, timely receipt of notice that Broker, its agents and employees, are acting as Transaction-brokers, assisting both the Purchaser and Seller throughout this transaction with communication, advice, negotiation, contracting and closing without being an agent or advocate for any of the Parties. The Parties to this transaction are not legally responsible for the actions of Broker, and Broker does not owe either party the duties of an agent.

**29. COUNTERPARTS.** This Agreement may be signed in multiple counterparts with all counterparts to be legally binding and to be considered originals.

**30. FACSIMILE SIGNATURES.** Facsimile signatures shall be considered legal and binding.

**31. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by written mutual instructions, signed by both Purchaser and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of this Contract). Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole discretion, may: (a) await any proceeding, (b) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (c) give written notice to Purchaser and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within 120 calendar days of Earnest Money Holder's written notice to the parties, Earnest Money Holder shall be authorized to return Earnest Money to Purchaser . In the event Earnest Money Holder does not receive a copy of the Lawsuit, and has interpled the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

**32. EXECUTION AND ACCEPTANCE.** This Agreement shall be signed and dated by all parties and fully signed counterparts shall be accepted by Seller and delivered to all parties on or before **5:00 p.m. Thursday April 15, 2014**, failing which this Agreement shall be void.

**PURCHASER AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY BROKER TO OBTAIN INDEPENDENT LEGAL AND ACCOUNTING ADVICE ON ALL MATTERS RELATING TO ME SUBJECT TRANSACTION.**

**PURCHASER: EasyLife Corp.**

| | |
|---|---|
| **Darren Lampert** | **4/15/14** |
| **Darren Lampert, CEO** | **Date** |

**SELLER: Southern Colorado Garden Supply Corp.**

| | |
|---|---|
| **Jason Dawson** | **4/14/14** |
| **Jason Dawson, President** | **Date** |

**JASON DAWSON (As to the warranties contained in Section 18 and the covenant not to compete in Section 12.)**

| | |
|---|---|
| **Jason Dawson** | **4/14/14** |
| **Jason Dawson** | **Date** |

**BROKER – National Business Brokers, Ltd.**

**By:** _____

**Date**

**Exhibit 10.12**

# INVENTORY PURCHASE AGREEMENT

**THIS INVENTORY PURCHASE AGREEMENT** is made and entered into as of the 10 day of May, 2015 (this "Agreement") by and among GrowGeneration Pueblo Corp., a Colorado Corporation ("Buyer") and Happy Grow Lucky LLC, a Colorado Corporation ("Seller" and together with the Buyer, the "Parties").

## RECITALS

A. Seller currently owns certain inventory at its store located at 26591 Main Street, Conifer CO 80433, which inventory is set forth in detail on Schedule A to this Agreement (collectively the "Inventory").

B. Seller desires to sell the Inventory to the Buyer and Buyer desires to purchase the Inventory from Seller pursuant to the terms and conditions of this Agreement.

## AGREEMENT

In consideration of the foregoing and the mutual covenants contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**Section 1. Sale and Purchase of Inventory.**

1.1 Sale of Inventory. On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), Seller will sell, convey, transfer and assign to Buyer, and Buyer will purchase and accept from Seller, all right, title and interest in and to all of the Inventory set forth on Exhibit A (collectively, the "Purchased Inventory"), free and clear of any and all liens, encumbrances, claims, charges, security interests, rights of Seller and/or any third party, rights of redemption, equities, and any other restrictions or limitations of any kind or nature whatsoever (collectively, "Liens").

1 . 2 Purchase Price and Payment. As consideration for the Purchased Inventory, at the Closing, Buyer shall pay to Seller, cash in the amount of the actual cost to Seller of the Purchased Inventory as reflected on Schedule A (the "Purchase Price") to Seller by bank check or wire transfer of immediately available funds to an account identified in writing by Seller to Buyer.

1 . 3 Closing Date. Subject to Section 4, the closing of the transaction contemplated by this Agreement (the "Closing") shall take place at such date, time and place as may be agreed upon by the Parties (the "Closing Date") but in any event, no later than seven (14) business days following the execution the Consulting and Inventory Purchase Agreement.

1 . 4 Method of Conveyance Transfer and Assumption. Upon payment of the Purchase Price, the sale, transfer, conveyance, and assignment by Seller of the Purchased Inventory to Buyer in accordance with Section 1.1 shall be effected at the Closing by Seller's execution and delivery of a Bill of Sale in the form attached hereto as Exhibit B and delivery of the Purchased Inventory to the Buyer.

**Section 2.** **Liabilities.** Buyer is not assuming any debts, obligations or liabilities of Seller whatsoever, whether known or unknown, actual or contingent, presently existing or arising in the future, which shall remain the responsibility of Seller.

**Section 3.** **Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer:

3.1 Organization and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Seller has all requisite power and authority to own its properties and Inventory and conduct its business as such business is now conducted.

3.2 Authorization. Seller has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transaction contemplated hereby have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable against it in accordance with its terms.

3.3 Title to Purchased Inventory. Seller has good and marketable title to all of the Purchased Inventory, free and clear of Liens. Upon consummation of the transaction contemplated hereby, Buyer will acquire good and marketable title to all of the Purchased Inventory, free and clear of all Liens.

3.4 Purchased Inventory Seller has inspected the Purchased Inventory and thereby accepts the physical condition of the Purchase Inventory "as is". The pricing of the Purchase Inventory on Schedule A reflects the actual cost of and price paid for such Purchased Inventory

**Section 4.** **Conditions to Closing.**

4.1 Conditions to Obligations of Buyer.

(a) The representations and warranties of Seller contained in this Agreement shall be true in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made on and as of the Closing Date.

(b) No suit, action or other proceeding shall be pending before any court or governmental agency to restrain or prohibit the consummation of the transaction provided for herein or to obtain damages or other relief in connection with this Agreement or the consummation of such transactions.

(c) Seller shall deliver at closing shareholder resolutions authorizing and approving the Inventory Purchase Agreement.

**Section 5. Termination.**

5.1 Termination of the Agreement. Buyer may terminate this Agreement prior to Closing by giving written notice to Seller in the event that Seller is in breach of any representation, warranty or covenant contained in this Agreement, and such breach, individually or in combination with any other such breach is not cured within five (5) days following delivery by Buyer to Seller of written notice of such breach.

5.2 Effect of Termination. If this Agreement is terminated pursuant to Section 5.1, all obligations of each Party hereunder shall terminate without any liability of any Party to any other Party.

**Section 6. General Provisions.**

6.1 Further Assurances. From time to time after the date hereof, Seller shall execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney, and other such instruments as may be reasonably requested by Buyer in order to vest in Buyer all right, title, and interest in and to the Purchased Inventory. The Parties shall each provide the other with such assistance as may be reasonably requested by the other in connection with this transaction.

6.2 Expenses. Except as otherwise provided herein, each Party shall bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

6.3 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Colorado without giving effect to the conflict of laws rules thereof.

6.4 Entire Agreement; Amendment and Waiver. This Agreement and all exhibits hereto set forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each Party. Except as herein expressly provided to the contrary, no breach of any covenant, agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the Party who might assert such breach.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.6 Headings. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

6.7 Notices. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered to the Party to whom addressed or when sent by facsimile (if promptly confirmed by registered or certified mail, return receipt requested, prepaid and addressed) to the Parties, their successors in interest, or their assignees at such addresses as the Parties may designate by written notice.

6 . 8 Assignment; Binding Effect. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof nor any of the documents executed in connection herewith may be assigned by any Party without the prior written consent of the other Parties. Except as provided in the previous sentence, this Agreement and all of the rights and obligations hereunder shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Any attempted assignment in violation of this Agreement shall be null and void.

**IN WITNESS WHEREOF,** each of the parties has caused this Agreement to be duly executed as of the date first above written.

**BUYER:**

**GROWGENERATION PUEBLO CORP.**

By: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

**SELLER:**

**HAPPY GROW LUCKY LLC.**

By: /s/ Lindsay Schmitt
Name: Lindsay Schmitt
Title: Owner

**Exhibit B**

**BILL OF SALE**

This BILL OF SALE (this "Bill of Sale") is dated as of May 10, 2015 from Happy Grow Lucky LLC. to GrowGeneration Pueblo Corp.

**RECITALS**

A. Seller and Buyer are parties to an Inventory Purchase Agreement, dated as of May , 2015 (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Buyer is purchasing from Seller the Purchased Inventory referred to in Section 1.1 of the Purchase Agreement.

C. Seller has agreed, pursuant to Section 1.4 of the Purchase Agreement, to execute and deliver this Bill of Sale to Buyer for the purpose of transferring to and vesting in Buyer title to the Purchased Inventory, which Seller is selling to Buyer pursuant to the Purchase Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Seller does hereby sell, transfer, assign and vest in Buyer, its successors and assigns forever, all of its right, title and interest in and to the Purchased Inventory referred to in. Section 1.1 and set forth on Schedule A of the Purchase Agreement.

2. Seller hereby constitutes and appoints Buyer, its successors and assigns, as Seller's true and lawful attorney, with full power of substitution, in Seller's name and stead, on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Purchased Inventory and to give receipts and releases for and in respect of the Purchased Inventory, or any part thereof; and from time to time to institute and prosecute in Seller's name, at the sole expense and for the benefit of Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors and assigns, may reasonably deem necessary for the collection or reduction to possession of any of the Purchased Inventory.

3. Seller hereby covenants that, except as provided in the Purchase Agreement, from time to time after the delivery of this instrument, at Seller's sole cost and expense, it will, at the reasonable request of Buyer, do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of (i) accomplishing the purposes of this Bill of Sale and (ii) assuring and confirming unto the other parties the validity of any documents of conveyance.

4. This Bill of Sale shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Nothing in this Bill of Sale shall be deemed to create or imply any right or benefit in any person other than Buyer or Seller, or their respective successors and assigns.

5. This Bill of Sale is subject to the terms and conditions of the Purchase Agreement and shall be governed and enforced in accordance with the laws of the State of Colorado without giving effect to the conflict of law rules thereof.

6. Nothing in this Bill of Sale shall alter any liability or obligation of Seller arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Purchased Inventory. The representations and warranties set forth in the Purchase Agreement shall survive the execution of this Bill of Sale.

7. This Bill of Sale may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

**IN WITNESS WHEREOF,** this Bill of Sale has been executed under seal as of the day and year first written above.

By: /s/ Lindsay Schmitt
Name: Lindsay Schmitt
Title: Owner

**Exhibit 10.13**

# INVENTORY PURCHASE AGREEMENT

**THIS INVENTORY PURCHASE AGREEMENT** is made and entered into as of the ___ day of April, 2015 (this "Agreement") by and among GrowGeneration Corp., a Colorado Corporation ("Buyer") and Green Growers, Inc., a Colorado Corporation ("Seller" and together with the Buyer, the "Parties").

## RECITALS

A. Seller currently owns certain inventory at it store located at _____, which inventory is set forth in detail on Schedule A to this Agreement (collectively the "Inventory").

B. Seller desires to sell to the Inventory to the Buyer and Buyer desires to purchase the Inventory from Seller pursuant to the terms and conditions of this Agreement.

## AGREEMENT

In consideration of the foregoing and the mutual covenants contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**Section 1. Sale and Purchase of Inventory.**

1.1 Sale of Inventory. On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), Seller will sell, convey, transfer and assign to Buyer, and Buyer will purchase and accept from Seller, all right, title and interest in and to all of the Inventory set forth on Exhibit A (collectively, the "Purchased Inventory"), free and clear of any and all liens, encumbrances, claims, charges, security interests, rights of Seller and/or any third party, rights of redemption, equities, and any other restrictions or limitations of any kind or nature whatsoever (collectively, "Liens").

1.2 Purchase Price and Payment. As consideration for the Purchased Inventory, at the Closing, Buyer shall pay to Seller, cash in the amount of the actual cost to Seller of the Purchased Inventory as reflected on Schedule A (the " Purchase Price") to Seller by bank check or wire transfer of immediately available funds to an account identified in writing by Seller to Buyer.

1.3 Closing Date. Subject to Section 4, the closing of the transaction contemplated by this Agreement (the 'Closing") shall take place at such date, time and place as may be agreed upon by the Parties (the "Closing Date") but in any event, no later that two (2) business days following the satisfaction of the condition set forth in Section 4.1 below.

1.4 Method of Conveyance Transfer and Assumption. Upon payment of the Purchase Price, the sale, transfer, conveyance, and assignment by Seller of the Purchased Inventory to Buyer in accordance with Section 1.1 shall be effected at the Closing by Seller's execution and delivery of a Bill of Sale in the form attached hereto as Exhibit B and delivery of the Purchased Inventory to the Buyer.

1.5 Taxes. All transfer, sales, use and other taxes or similar charges related to the sale of the Purchased Inventory to Buyer shall be paid by Seller.

**Section 2. Liabilities.** Buyer is not assuming any debts, obligations or liabilities of Seller whatsoever, whether known or unknown, actual or contingent, matured or unmatured, presently existing or arising in the future, which shall remain the responsibility of Seller.

**Section 3. Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer:

3.1 Organization and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Seller has all requisite power and authority to own its properties and Inventory and conduct its business as such business is now conducted.

3.2 Authorization. Seller has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transaction contemplated hereby have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable against it in accordance with its terms.

3 . 3 Title to Purchased Inventory. Seller has good and marketable title to all of the Purchased Inventory, free and clear of Liens. Upon consummation of the transaction contemplated hereby, Buyer will acquire good and marketable title to all of the Purchased Inventory, free and clear of all Liens.

3 . 4 Purchased Inventory. All Purchased Inventory of the Seller consists of a quality and quantity usable and saleable in the ordinary course of business and no part of the Purchased Inventory is Obsolete or of below-standard quality. The pricing of the Purchase Inventory on Schedule A reflects the actual cost of and price paid for such Purchased Inventory

**Section 4. Conditions to Closing.**

4.1 Conditions to Obligations of Buyer.

(a) The representations and warranties of Seller contained in this Agreement shall be true in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made on and as of the Closing Date.

(b) No suit, action or other proceeding shall be pending before any court or governmental agency to restrain or prohibit the consummation of the transaction provided for herein or to obtain damages or other relief in connection with this Agreement or the consummation of such transactions.

(c) Buyer shall have received such other certificates and instruments from Seller as it shall reasonably request in connection with the Closing.

**Section 5. Termination.**

5.1 Termination of the Agreement. Buyer may terminate this Agreement prior to Closing by giving written notice to Seller in the event that Seller is in breach of any representation, warranty or covenant contained in this Agreement, and such breach, individually or in combination with any other such breach is not cured within five (5) days following delivery by Buyer to Seller of written notice of such breach.

5.2 Effect of Termination. If this Agreement is terminated pursuant to Section 5.1, all obligations of each Party hereunder shall terminate without any liability of any Party to any other Party.

**Section 6. General Provisions.**

6.1 Further Assurances. From time to time after the date hereof, Seller shall execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney, and other such instruments as may be reasonably requested by Buyer in order to vest in Buyer all right, title, and interest in and to the Purchased Inventory. The Parties shall each provide the other with such assistance as may be reasonably requested by the other in connection with this transaction.

6.2 Expenses. Except as otherwise provided herein, each Party shall bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

6.3 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Colorado without giving effect to the conflict of laws rules thereof.

6.4 Entire Agreement; Amendment and Waiver. This Agreement and all exhibits hereto set forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each Party. Except as herein expressly provided to the contrary, no breach of any covenant, agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the Party who might assert such breach.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.6 Headings. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

6.7 Notices. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered to the Party to whom addressed or when sent by facsimile (if promptly confirmed by registered or certified mail, return receipt requested, prepaid and addressed) to the Parties, their successors in interest, or their assignees at such addresses as the Parties may designate by written notice.

6.8 Assignment; Binding Effect. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof nor any of the documents executed in connection herewith may be assigned by any Party without the prior written consent of the other Parties. Except as provided in the previous sentence, this Agreement and all of the rights and obligations hereunder shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Any attempted assignment in violation of this Agreement shall be null and void.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed as of the date first above written.

**BUYER:**

**GROWGENERATION CORP.**

By: _____
Name: Darren Lampert
Title: CEO

**SELLER**:

**GREEN GROWERS, INC.**

By: _____
Name:
Title:

**Exhibit A**

Purchased Inventory

**Exhibit B**

**BILL OF SALE**

This BILL OF SALE (this "Bill of Sale") is dated as of April ___, 2015 from Green Growers, Inc. to GrowGeneration Corp..

**RECITALS**

A. Seller and Buyer are parties to an Inventory Purchase Agreement, dated as of April __, 2015 (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Buyer is purchasing from Seller the Purchased Inventory referred to in Section 1.1 of the Purchase Agreement.

C. Seller has agreed, pursuant to Section 1.4 of the Purchase Agreement, to execute and deliver this Bill of Sale to Buyer for the purpose of transferring to and vesting in Buyer title to the Purchased Inventory, which Seller is selling to Buyer pursuant to the Purchase Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Seller does hereby sell, transfer, assign and vest in Buyer, its successors and assigns forever, all of its right, title and interest in and to the Purchased Inventory referred to in Section 1.1 and set forth on Schedule A of the Purchase Agreement.

2. Seller hereby constitutes and appoints Buyer, its successors and assigns, as Seller's true and lawful attorney, with full power of substitution, in Seller's name and stead, on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive any and all of the Purchased Inventory and to give receipts and releases for and in respect of the Purchased Inventory, or any part thereof, and from time to time to institute and prosecute in Seller's name, at the sole expense and for the benefit of Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors and assigns, may reasonably deem necessary for the collection or reduction to possession of any of the Purchased Inventory.

3. Seller hereby covenants that, except as provided in the Purchase Agreement, from time to time after the delivery of this instrument, at Seller's sole cost and expense, it will, at the reasonable request of Buyer, do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of (i) accomplishing the purposes of this Bill of Sale and (ii) assuring and confirming unto the other parties the validity of any documents of conveyance.

4. This Bill of Sale shall be binding on and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Nothing in this Bill of Sale shall be deemed to create or imply any right or benefit in any person other than Buyer or Seller, or their respective successors and assigns.

5. This Bill of Sale is subject to the terms and conditions of the Purchase Agreement and shall be governed and enforced in accordance with the laws of the State of Colorado without giving effect to the conflict of law rules thereof.

6. Nothing in this Bill of Sale shall alter any liability or obligation of Seller arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Purchased Inventory. The representations and warranties set forth in the Purchase Agreement shall survive the execution of this Bill of Sale.

7. This Bill of Sale may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

**IN WITNESS WHEREOF**, this Bill of Sale has been executed under seal as of the day and year first written above.

**GREEN GROWERS, INC.**

By: _____
Name:
Title:

**Exhibit 10.14**

# INVENTORY PURCHASE AGREEMENT

**THIS INVENTORY PURCHASE AGREEMENT** is made and entered into as of the ____ day of October 2015 (this "Agreement") by and among GrowGeneration California a Deleware Corporation ("Buyer") and Sweet Leaf Hydroponics Inc. dba Mad Max Hydroponics a California Corporation ("Seller" and together with the Buyer, the "Parties").

## RECITALS

A. Seller currently owns certain inventory at its store located at, 353 college Avenue Street Santa Rosa California 95401, which inventory is set forth in detail on Schedule A to this Agreement (collectively the "Inventory").

B. Seller desires to cease current operations of Mad Max Hydroponics and to sell the Inventory to the Buyer and Buyer desires to purchase the Inventory from Seller pursuant to the terms and conditions of this Agreement.

## AGREEMENT

In consideration of the foregoing and the mutual covenants contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**Section 1. Sale and Purchase of Inventory.**

1.1 Sale of Inventory. On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), Seller will sell, convey, transfer and assign to Buyer, and Buyer will purchase and accept from Seller, all right, title and interest in and to all of the Inventory set forth on Exhibit A (collectively, the "Purchased Inventory"), free and clear of any and all liens, encumbrances, claims, charges, security interests, rights of Seller and/or any third party, rights of redemption, equities, and any other restrictions or limitations of any kind or nature whatsoever (collectively, "Liens").

1.2 Purchase Price and Payment. As consideration for the Purchased Inventory, at the Closing, Buyer shall pay to Seller, cash in the amount of the actual cost to Seller of the Purchased Inventory as reflected on Schedule A (the "Purchase Price"), which Seller estimates to be approximately Two Hundred Thousand Dollars, ($200 000) to Seller by bank check or wire transfer of immediately available funds to an account identified in writing by Seller to Buyer.

1.3 Closing Date. Subject to Section 4, the closing of the transaction contemplated by this Agreement (the "Closing") shall take place at such date, time and place as may be agreed upon by the Parties (the "Closing Date") but in any event, no later than Thirty (30) business days following the execution of the Consulting and Inventory Purchase Agreement.

1.4 Method of Conveyance Transfer and Assumption. Upon payment of the Purchase Price, the sale, transfer, conveyance, and assignment by Seller of the Purchased Inventory to Buyer in accordance with Section 1.1 shall be effected at the Closing by Seller's execution and delivery of a Bill of Sale in the form attached hereto as Exhibit B and delivery of the Purchased Inventory to the Buyer.

**Section 2. Liabilities.** Buyer is not assuming any debts, obligations or liabilities of Seller whatsoever, whether known or unknown, actual or contingent, presently existing or arising in the future, which shall remain the responsibility of Seller.

**Section 3. Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer:

3.1 Organization and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Seller has all requisite power and authority to own its properties and Inventory and conduct its business as such business is now conducted.

3.2 Authorization. Seller has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transaction contemplated hereby have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable against it in accordance with its terms.

3.3 Title to Purchased Inventory. Seller has good and marketable title to all of the Purchased Inventory, free and clear of Liens. Upon consummation of the transaction contemplated hereby, Buyer will acquire good and marketable title to all of the Purchased Inventory, free and clear of all Liens.

3.4 Purchased Inventory. Seller has inspected the Purchased Inventory and thereby accepts the physical condition of the Purchase Inventory "as is". The pricing of the Purchase Inventory on Schedule A reflects the actual cost, including rebates, of and price paid for such Purchased Inventory.

**Section 4. Conditions to Closing.**

4.1 Conditions to Obligations of Buyer.

(a) The representations and warranties of Seller contained in this Agreement shall be true in all material respects on the date hereof and on the Closing Date as though such representations and warranties were made on and as of the Closing Date.

(b) No suit, action or other proceeding shall be pending before any court or governmental agency to restrain or prohibit the consummation of the transaction provided for herein or to obtain damages or other relief in connection with this Agreement or the consummation of such transactions.

(c) Seller shall deliver at closing shareholder resolutions authorizing and approving the Inventory Purchase Agreement.

**Section 5. Termination.**

5.1 Termination of the Agreement. Buyer may terminate this Agreement prior to Closing by giving written notice to Seller in the event that Seller is in breach of any representation, warranty or covenant contained in this Agreement, and such breach, individually or in combination with any other such breach is not cured within five (5) days following delivery by Buyer to Seller of written notice of such breach.

5.2 Effect of Termination. If this Agreement is terminated pursuant to Section 5.1, all obligations of each Party hereunder shall terminate without any liability of any Party to any other Party.

**Section 6. General Provisions.**

6.1 Further Assurances. From time to time after the date hereof, Seller shall execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney, and other such instruments as may be reasonably requested by Buyer in order to vest in Buyer all right, title, and interest in and to the Purchased Inventory. The Parties shall each provide the other with such assistance as may be reasonably requested by the other in connection with this transaction.

6.2 Expenses. Except as otherwise provided herein, each Party shall bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

6.3 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Deleware without giving effect to the conflict of laws rules thereof.

6.4 Entire Agreement, Amendment and Waiver. This Agreement and all exhibits hereto set forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each Party. Except as herein expressly provided to the contrary, no breach of any covenant, agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the Party who might assert such breach.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.6 Headings. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

6.7 Notices. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered to the Party to whom addressed or when sent by facsimile (if promptly confirmed by registered or certified mail, return receipt requested, prepaid and addressed) to the Parties, their successors in interest, or their assignees at such addresses as the Parties may designate by written notice.

6.8 Assignment; Binding Effect. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof nor any of the documents executed in connection herewith may be assigned by any Party without the prior written consent of the other Parties. Except as provided in the previous sentence, this Agreement and all of the rights and obligations hereunder shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Any attempted assignment in violation of this Agreement shall be null and void.

**IN WITNESS WHEREOF,** each of the parties has caused this Agreement to be duly executed as of the date first above written.

**BUYER:**

**GROWGENERATION CALIFORNIA CORP**

By: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

**SELLER**
**MAD MAX HYDROPONICS**

By: /s/ Troy B. Sowers, III
Name: Troy B. Sowers, III
Title: Co-Owner/Corporation President

By: /s/ Stacey L. Sowers, MS
Name: Stacey L. Sowers, MS
Title: Co-Owner

**Exhibit 10.15**

**BUSINESS LEASE**

THIS LEASE IS MADE THIS **1ST DAY OF JUNE, 2014** BETWEEN **SUNSHINE PROPERTIES** (THE "LESSOR") AND **DARREN LAMPERT CEO/ DE GROWGENERATION PUEBLO, CORP.** (THE "LESSEE")

IN CONSIDERATION OF THE PAYMENT OF THE RENT AND THE PERFORMANCE OF THE COVENANTS AND AGREEMENTS BY THE LESSEE SET FORTH BELOW, THE LESSOR DOES HEREBY LEASE TO THE LESSEE THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE COUNTY OF PUEBLO, IN THE STATE OF COLORADO; THE ADDRESS OF WHICH IS **111 & 113 W 4TH STREET** THE PREMISES TO BE LEASED AS IS.

TO HAVE AND TO HOLD THE SAME WITH ALL THE APPURTENANCES UNTO THE SAID LESSEE FROM TWELVE O'CLOCK NOON ON THE **1ST DAY OF JUNE, 2014** AT AND UNTIL TWELVE O'CLOCK NOON ON THE **31ST DAY OF MAY, 2017** AND FOR A RENTAL PAYABLE IN MONTHLY INSTALLMENTS OF $1000 PER MONTH, FOR THE **36** MONTHS OF THE TERM.

RENT TO BE PAID IN ADVANCE, ON OR BEFORE TWELVE O'CLOCK NOON, ON THE FIRST DAY OF EACH CALENDAR MONTH DURING THE TERM OF THIS LEASE AT THE OFFICE OF THE LESSOR WITHOUT NOTICE. **MAIL IN ADDRESS: SUNSHINE PROPERTIES, P. O. BOX 8205, PUEBLO, CO. 81008 TEL: 719 542-6336**

THE LESSEE, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS:

1. TO PAY THE RENT FOR THE PREMISES ABOVE-DESCRIBED.

2. TO KEEP THE IMPROVEMENTS UPON THE PREMISES, INCLUDING SEWER CONNECTIONS, PLUMBING, WIRING AND GLASS IN AS GOOD CONDITION AS WHEN THE LESSEE ENTERED THE PREMISES, LOSS BY FIRE, INEVITABLE ACCIDENT, AND ORDINARY WEAR ACCEPTED. LESSEE WILL BE RESPONSIBLE FOR ALL WINDOW DAMAGE. TO KEEP ALL SIDEWALKS ON AND AROUND THE PREMISES FREE AND CLEAR OF ICE AND SNOW, AND TO KEEP THE ENTIRE EXTERIOR OF THE PREMISES FREE FROM ALL LITTER, DIRT, DEBRIS AND OBSTRUCTION; TO KEEP THE PREMISES IN A CLEAN AND SANITARY CONDITION AS REQUIRED BY THE ORDINANCES OF THE CITY AND COUNTY OF PUEBLO.

3. TO SUBLET NO PART OF THE PREMISES, AND NOT TO ASSIGN THE LEASE OR ANY INTEREST THEREIN WITHOUT THE WRITTEN CONSENT OF THE LESSOR.

4. TO USE THE PREMISES ONLY FOR **GARDEN SUPPLY AND RETAIL** _AND TO USE THE PREMISES FOR NO PURPOSES, PROHIBITED BY THE LAWS OF THE UNITED STATES OR THE STATE OF COLORADO, OR OF THE ORDINANCES OF THE CITY OR TOWN IN WHICH SAID PREMISES ARE LOCATED AND FOR NO IMPROPER OR QUESTIONABLE PURPOSES WHATSOEVER, AND TO NEITHER PERMIT NOR SUFFER ANY DISORDERLY CONDUCT, NOISE OR NUISANCE HAVING A TENDENCY TO ANNOY OR DISTURB ANY PERSONS OCCUPYING ADJACENT PREMISES.

5. TO NEITHER HOLD NOR ATTEMPT TO HOLD THE LESSOR LIABLE FOR ANY INJURY OR DAMAGE, EITHER PROXIMATE OR REMOTE, OCCURRING THROUGH OR CAUSED BY THE REPAIRS, ALTERATIONS, INJURY OR ACCIDENT TO THE PREMISES, OR ADJACENT PREMISES, OR OTHER PARTS OF THE ABOVE PREMISES NOT THEREIN DEMISED, OR BY REASON OF THE NEGLIGENCE OR DEFAULT OF THE OWNERS OR OCCUPANTS THEREOF OR ANY OTHER PERSON, NOR TO HOLD THE LESSOR LIABLE FOR ANY INJURY OR DAMAGE OCCASIONED BY DEFECTIVE ELECTRIC WIRING, OR THE BREAKAGE OR STOPPAGE OF PLUMBING OR SEWERAGE UPON SAID PREMISES OR UPON ADJACENT PREMISES, WHETHER BREAKAGE OR STOPPAGE RESULTS FROM FREEZING OR OTHERWISE; TO NEITHER PERMIT NOR SUFFER SAID PREMISES, OR THE WALLS OR FLOORS THEREOF, TO BE ENDANGERED BY OVERLOADING, NOR SAID PREMISES TO BE USED FOR ANY PURPOSE WHICH WOULD RENDER THE INSURANCE THEREON VOID OR THE INSURANCE RISK MORE HAZARDOUS, NOR MAKE ANY ALTERATIONS IN OR CHANGES IN, UPON, OR ABOUT SAID PREMISES WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE LESSOR THEREFORE, BUT TO PERMIT THE LESSOR TO PLACE A "FOR RENT" SIGN UPON THE LEASED PREMISES AT ANY TIME AFTER SIXTY (60) DAYS BEFORE THE END OF THIS LEASE. MANAGEMENT CAN SHOW THE RENTAL UNIT TO PROSPECTIVE TENANTS 60 DAYS PRIOR TO THE END OF THE LEASE UNLESS A NEW LEASE IS WRITTEN TO THE CURRENT TENANT.

6. TO ALLOW THE LESSOR TO ENTER UPON THE PREMISES AT ANY REASONABLE HOUR.

7. TO PAY ALL CHARGES FOR GAS AND ELECTRIC FOR THE BUILDING IN WHICH SAID PREMISES ARE LOCATED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LESSOR AND LESSEE AS FOLLOWS;

8. NO ASSENT, EXPRESS OR IMPLIED, TO ANY BREACH OF ANY ONE OR MORE OF THE AGREEMENTS HEREOF SHALL BE DEEMED OR TAKEN TO BE A WAIVER OF ANY SUCCEEDING OR OTHER BREACH.

9. IF, AFTER THE EXPIRATION OF THIS LEASE, THE LESSEE SHALL REMAIN IN POSSESSION OF THE PREMISES AND CONTINUE TO PAY RENT WITHOUT A WRITTEN AGREEMENT AS TO SUCH POSSESSION, THEN SUCH TENANCY SHALL BE REGARDED AS A MONTH-TO-MONTH TENANCY, AT A MONTHLY RENTAL, PAYABLE IN ADVANCE, EQUIVALENT TO THE LAST MONTH'S RENT PAID UNDER THIS LEASE, AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS LEASE.

10. IF THE PREMISES ARE LEFT VACANT AND ANY PART OF THE RENT RESERVED HEREUNDER IS NOT PAID, THEN THE LESSOR MAY, WITHOUT BEING OBLIGATED TO DO SO, AND WITHOUT TERMINATING THIS LEASE, RETAKE POSSESSION OF THE SAID PREMISES AND RENT THE SAME FOR SUCH RENT, AND UPON SUCH CONDITIONS AS THE LESSOR MAY THINK BEST, MAKING SUCH CHANGE AND REPAIRS AS MAY BE REQUIRED, GIVING CREDIT FOR THE AMOUNT OF RENT SO RECEIVED LESS ALL EXPENSES OF SUCH CHANGES AND REPAIRS, AND THE LESSEE SHALL BE LIABLE FOR THE BALANCE OF THE RENT HEREIN RESERVED UNTIL THE EXPIRATION OF THE TERM OF THIS LEASE.

11. THE LESSOR ACKNOWLEDGES RECEIPT OF A DEPOSIT IN THE AMOUNT OF **$500.00** TO BE HELD BY THE LESSOR FOR THE FAITHFUL PERFORMANCE OF ALL OF THE TERMS, CONDITIONS AND COVENANTS OF THIS LEASE. THE LESSOR MAY APPLY THE DEPOSIT TO CURE ANY DEFAULT UNDER THE TERMS OF THIS LEASE AND SHALL ACCOUNT TO THE LESSEE FOR THE BALANCE. THE LESSEE MAY NOT APPLY THE DEPOSIT HEREUNDER TO THE PAYMENT OF THE RENT RESERVED HEREUNDER OR THE PERFORMANCE OF OTHER OBLIGATIONS.

12. IF ANY PART OF THE RENT PROVIDED TO BE PAID HEREIN IS NOT PAID WHEN DUE, OR IF ANY DEFAULT IS MADE IN ANY OF THE AGREEMENTS BY THE LESSEE CONTAINED HEREIN, IT SHALL BE LAWFUL FOR THE LESSOR TO DECLARE THE TERM ENDED, AND TO ENTER INTO THE PREMISES, EITHER WITH OR WITHOUT LEGAL PROCESS, AND TO REMOVE THE LESSEE OR ANY OTHER PERSON OCCUPYING THE PREMISES, USING SUCH FORCE AS MAY BE NECESSARY, WITHOUT BEING LIABLE TO PROSECUTION, OR IN DAMAGES THEREFOR, AND TO REPOSSESS THE PREMISES FREE AND CLEAR OF ANY RIGHTS OF THE LESSEE. IF, AT ANY TIME, THIS LEASE IS TERMINATED UNDER THIS PARAGRAPH, THE LESSEE AGREES TO PEACEFULLY SURRENDER THE PREMISES TO THE LESSOR IMMEDIATELY UPON TERMINATION, AND IF THE LESSEE REMAINS IN POSSESSION OF THE PREMISES, THE LESSEE SHALL BE DEEMED GUILTY OF FORCIBLE ENTRY AND DETAINER OF THE PREMISES, AND, WAIVING NOTICE, SHALL BE SUBJECT TO FORCIBLE EVICTION WITH OR WITHOUT PROCESS OF LAW.

13. IN THE EVENT OF ANY DISPUTE ARISING UNDER THE TERMS OF THIS LEASE, OR IN THE EVENT OF NONPAYMENT OF ANY SUMS ARISING UNDER THIS LEASE AND IN THE EVENT THE MATTER IS TURNED OVER TO AN ATTORNEY, THE PARTY PREVAILING IN SUCH DISPUTE SHALL BE ENTITLED, IN ADDITION TO OTHER DAMAGES OR COSTS, TO RECEIVE REASONABLE ATTORNEY'S FEES FROM THE OTHER PARTY.

14. IN THE EVENT ANY PAYMENT REQUIREE HEREUNDER IS NOT MADE WITHIN **TEN (10) DAYS** AFTER THE PAYMENT IS DUE, A LATE CHARGE IN THE AMOUNT OF **TEN PERCENT (10%)** OF THE PAYMENT WILL BE PAID BY THE LESSEE.

15. IN THE EVENT OF A CONDEMNATION OR OTHER TAKING BY ANY GOVERNMENTAL AGENCY, ALL PROCEEDS SHALL BE PAID TO THE LESSOR HEREUNDER, THE LESSEE WAIVING ALL RIGHT TO ANY SUCH PAYMENTS.

16. LESSEE AGREES THAT **NO SIGNS** SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF LESSOR. ALL APPROVED SIGNS SHALL BE INSTALLED WITH SCREWS AND NO DOUBLE FACED TAPE SHALL BE USED. ALL DAMAGES CAUSED BY THE INSTALLATION OR REMOVAL OF SIGNS SHALL BE AT THE EXPENSE OF LESSEE. **THE TENNANT ALSO AGREES TO CHANGE THE FURNACE/AC FILTERS EVERY 4 MONTHS TO HELP WITH THE EFFICIANT RUNNING OF SUCH.**

17. THIS LEASE IS MADE WITH THE EXPRESS UNDERSTANDING AND AGREEMENT THAT, IN THE EVENT THE LESSEE BECOMES INSOLVENT, OR IS DECLARED BANKRUPT, THEN, IN EITHER EVENT, THE LESSOR MAY DECLARE THIS LEASE ENDED, AND ALL RIGHTS OF THE LESSEE HEREUNDER SHALL TERMINATE AND CEASE.

19. QUIET ENJOYMENT. LANDLORD'S COVENANT. TENANT, UPON FULLY COMPLYING WITH AND PROMPTLY PERFORMING ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE ON ITS PART TO BE PERFORMED, AND UPON THE PROMPT AND TIMELY PAYMENT OF ALL SUMS DUE HEREUNDER, SHALL HAVE AND QUIETLY ENJOY THE PREMISES FOR THE LEASE TERM SET FORTH HEREIN.

20. DURING THE ENTIRE LEASE TERM THE TENANT SHALL, AT ITS OWN EXPENSE, MAINTAIN ADEQUATE LIABILITY INSURANCE WITH A REPUTABLE INSURANCE COMPANY OR COMPANIES WITH MINIMUM AMOUNTS OF $300,000.00 FOR PROPERTY DAMAGE, AND $300,000.00 (PER INDIVIDUAL) AND $1,000,000.00 (PER ACCIDENT) FOR PERSONAL INJURIES, TO INDEMNIFY BOTH LANDLORD AND TENANT AGAINST ANY SUCH CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES AND EXPENSES. LANDLORD SHALL BE NAMED AS ONE OF THE INSURED AND SHALL BE FURNISHED WITH A COPY OF SUCH POLICY OR POLICIES OF INSURANCE, WHICH SHALL BEAR AN ENDORSEMENT THAT THE SAME SHALL NOT BE CANCELED EXCEPT UPON NOT LESS THAN THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO LANDLORD. TENANT SHALL ALSO AT ITS OWN EXPENSE MAINTAIN, DURING THE LEASE TERM, INSURANCE COVERING ITS FURNITURE, FIXTURES, EQUIPMENT AND INVENTORY IN AN AMOUNT EQUAL TO THE FULL INSURABLE VALUE THEREOF, AGAINST FIRE AND RISKS COVERED BY STANDARD EXTENDED COVERAGE ENDORSEMENT AND INSURANCE COVERING ALL PLATE GLASS AND OTHER GLASS ON THE PREMISES. TENANT SHALL PROVIDE LANDLORD WITH COPIES OF THE POLICIES OF INSURANCE OR CERTIFICATES THEREOF. IF TENANT FAILS TO MAINTAIN SUCH INSURANCE, LANDLORD MAY MAINTAIN THE SAME ON BEHALF OF TENANT. ANY PREMIUMS PAID BY LANDLORD SHALL BE DEEMED ADDITIONAL RENT AND SHALL BE DUE ON THE PAYMENT DATE OF THE NEXT INSTALLMENT OF MINIMUM RENTAL HEREUNDER.

THIS LEASE SHALL BE BINDING ON THE PARTIES, THEIR PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

DARREN LAMPERT CEO
% GROWGENERATION PUEBLO, CORP.
800 WESTCHESTER AVE
RYE BROOK, NY 10573
CEL: 914 924-1235

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT, IN DUPLICATE ORIGINALS ON THE DATE FIRST HEREINABOVE SET FORTH.

LESSOR **SUNSHINE PROPERTIES**

By: Peggy Gacob DATE: **JUNE 1, 2014**
**MANAGER**

LESSEE **DARREN LAMPERT CEO / GROWGENERATION PUEBLO, CORP.**

BY: Darren Lampert DATE: **JUNE 1, 2014**
CEO, GrowGeneration Pueblo, Corp.

BY: _____ DATE: **JUNE 1, 2014**

**Exhibit 10.16**

**LEASE**

This lease made and entered into as of this 27th day of May, 2014 Between Joet Renee Prutch Hereafter referred to as "Landlord", and hereinafter referred to as "Tenant". GrowGeneration Pueblo Corp.

In consideration of the terms, covenants and conditions herein contained, Landlord and Tenant covenant and agree as follows:

1. **Demise.** Landlord leases to Tenant, and Tenant leases from Landlord, certain premises, described as follows:

Warehouse and Office space located at 2704 So. Prairie Ave. Suite "C" and consisting of a total of approximately 1800 square feet.

**2. Term and Rent.** The term of this lease shall be for a period of 3 years, to Commence on the first day of 1st October 2014 and to terminate on the 30th day of September 2017.

After 3 years, Landlord does hereby grant unto Tenant an option to renew this lease on the agreed upon terms and conditions.

Tenant shall pay Landlord as and for rent the sum of $950.00 per month payable monthly in advance commencing on 1st each no. The monthly rental shall be binding for the entire term of this lease and shall be prorated for any partial month.

3. **Assignment and Subletting.** Tenant will not assign this lease in whole or in part, or sublet all or any part of the leased premises, without obtaining the written consent of the Landlord.

Landlord will assign existing lease from Southern Colorado Garden Supply Cop.

4. **Use of Premises by Tenant.** Tenant shall use the leased premises for Retail Gardening to GrowGeneration Pueblo Corp expiring September 30th 2014.

5. **Maintenance and Cost of Maintenance of Common Area.** Landlord shall, at his sole expense, maintain and repair all common areas, if any, which Tenant is entitled to utilize including, but not limited to parking areas, driveways, sidewalks and landscaped areas.

**6. Fixtures and Alterations.** Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the warehouse front without first obtaining Landlord's written approval and consent, which consent Landlord shall not unreasonably withhold. Tenant shall present to Landlord plans and specification for such work at the time approval is sought. Alterations made by Tenant shall become property of Landlord at the expiration of the term of this lease or any extensions ereof unless Landlord has specifically agreed, in writing, that Tenant may remove any such alterations.

**7. Maintenance** of **Leased Premises.** Tenant shall at all times maintain the interior of the leased promises in good condition and repair. Landlord shall be solely responsible for repair and Maintenance of the roof, building exterior, heating and air conditioning and all plumbing and electrical needs for the building. If Landlord refuses or neglects to repair property as required hereunder as soon as reasonably possible after written demand, to the reasonable satisfaction of Tenant, Tenant may make such repairs and upon completion thereof, Landlord Shall pay Tenant's costs for making such repairs upon presentation of a bill therefore.

8. **Insurance.** Tenant will insure its contents and leasehold improvements at all times with "All-Risk" coverage for full replacement value thereof. Tenant will also maintain liability insurance to protect Tenant in an amount of $1,000,000.00 or more for each occurrence for injuries or 'damage to property. Landlord will insure the building at all times for fire, extended coverage and additional perils, commonly referred to as "All-Risk" coverage, in an amount equal to the full value of the building as determined by the Landlord.

9. **Waiver of Subrogation.** Landlord and Tenant hereby release each other from and waive any claims against each other respecting any property damage to the premises, the building in which the leased premised are located and all personal property located therein to the extent such property damage is required to be insured against under the terms of this lease and regardless of the cause of such property damage including negligence. All policies of insurance pertaining to the lease premises and its contents shall be endorsed to provide that the insurance company may not subrogated with respect to insurance carried by Tenant against Landlord, it being agreed that neither Tenant nor Tenant's insurance company or companies shall have any right of action against Landlord for any loss or damage to Tenant's property in or about the leased premises which loss or damage is in fact covered by insurance carried by Tenant, and that neither Landlord nor Landlord's insurance company or companies shall have any right of recovery against Tenant for any loss or damage to the building, the leased premises, or to Landlord's property in or upon the leased premises, which loss or damage is in fact covered by insurance carried by the Landlord.

10. **Mutual release of Liability.** Neither party shall be liable to the other for damage arising out of the occurrence of damage to or destruction of the building or the leased premises or the contents thereof by fire or other casualty, which loss is covered by any insurance policy of either party, and each party does hereby waive all claims against the other for any such damages, whether or not such damage or destruction be the result of negligence on the part of either party, its agents, servants or employees.

11. **Utilities and Taxes.** Tenant shall be solely responsible for and promptly pay all charges for all utilities used or consumed which are separately metered to the leased premises. In those cases that utilities are not separately metered, Tenant shall pay its proportional share of the monthly charges for shared utilities. Tenant shall also be solely responsible for and promptly pay all personal property taxes which may be levied or assessed by any lawful authority against any of Tenant's personal property located in the leased premised. Landlord shall be solely responsible for all real estate taxes for the lease premises.

12. **Total Destruction of Property.** If there shall be total destruction of lease premises by fire or otherwise, the lease portion of this agreement shall terminate at the option of Tenant, and if Tenant shall so exercise its rights to terminate, Landlord shall be liable for reimbursement of Tenant for any rent paid in advance but not yet accrued as of the date of said destruction.

13. **Condemnation.** If the premises or any part thereof are taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the rent shall be adjusted accordingly as to the part so taken, or shall cease if the entire premises be so taken. In no event shall any part or any condemnation award belong to the Tenant, but the same shall be the sole, absolute and exclusive property of the Landlord.

14. **Default of the Tenant.** In the event of any failure by Tenant to pay any rental due hereunder within (10) days after the same shall be due or any failure to perform any other of the terms, conditions or covenants of this lease to be observed, or performed by Tenant for thirty (30) days after written notice of such default shall have been given to Tenant (unless such default cannot be cured within said thirty (30) day period, then landlord, besides other it may have, shall have the immediate right of reentry and may recover and may remove all persons or property from the leased premises by legal process. Should Landlord at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for costs and expenses incurred by landlord in any lawsuit against Tenant to enforce the terms of this lease.

15. **Right of Entry.** Landlord or landlord's agents shall have the right to enter the leased premises at all reasonable times to examine the same and show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvement or additions as the Landlord may deem desirable so long as said entry does not unreasonably interfere with Tenant's use of the leased premises.

16. **Landlord's Covenant.** Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord subject, nevertheless, to the terms and conditions of this lease.

17. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed to be deemed to be duly given if delivered or deposited in the U.S. Mail first class postage prepaid, certified, return receipt requested (except for rent payment) to the Landlord as Follows:

Renee Prutch
2710 S. Prairie Ave
Pueblo, Co 81005

And to Tenant as Follows:

GrowGeneration Pueblo Corp.
800 Westchester Ave, Suite S638
Ryebrook, ny 10573
Ceo: Darren Lampert
1-914-924-1235

Each party may, from time to time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated by U.S. Postal return receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

18. **Amendments**. It is acknowledged that the covenants and obligations herein are the full and complete terms of this lease agreements, and no alternation, amendments or changes to such terms shall be blinding unless first reduce to writing and executed with the same formality as this agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

19. **Headings.** The headings hereof are intended as guides only and shall not be construed as having any legal effect.

20. **Heirs, Successors, and Assigns.** Each and every obligation contained in this lease agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

21. **Other Terms.**

1. The building is a non-smoking building, all smokers shall smoke out the North side of the building with a cigarette dispenser. (Please do not throw butts on the asphalt).

2. All vehicles and tailors, etc. shall be in the back yard at closing time.

3. All trash containers shall be in the back yard (we will designate and area) or inside of your unit.

4. All tenants shall keep up their trash and debris inside and outside of their units.

5. Please be mindful and respectful to the other tenants as we are trying to maintain a professional complex for everyone.

6. The rent is due on the first of each month, no later than the fifth, then a late fee of 5% will be assessed.

7. Landlord specifically does not allow the sale, distribution, cultivation, or processing of marijuana, marijuana clones, or marijuana seeds. The Sales, distribution, cultivation, or processing of marijuana, marijuana clones, or processing of marijuana, marijuana clones, or marijuana seeds is grounds for immediate termination of this lease.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed in duplicate as of the day and year last above written.

LANDLORD:

**[ILLEGIBLE]** 5-27-14
Renee Prutch 5-27-14

TENANT:

By Darren Lampert
CEO GrowGeneration, Pueblo Corp.

**Exhibit 10.17**

**520 Main Street Canon City Real Estate Lease**

This Lease Agreement (this "Lease") is dated June 1, 2014, by and between Jannie Coyne ("Landlord"), and {Darren Lampert, CEO, GrowGeneration Pueblo Colp,("Tenant"). The parties agree as follows.

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant retail, and office space (the "premises") at 520 Main Street, Canon City, Colorado 81212.

**TERM.** The lease term will begin on June 1, 2014 and will terminate on May 31, 2017 at 11:00 AM.

**LEASE PAYMENTS.** Year 1, tenant shall pay to Landlord monthly installments of $850.00, payable in advance on the first day of each month for 12 months, beginning June 1, 2014 and ending May 1, 2015. Year 2 tenant shall pay to Landlord monthly installments of $900.00, payable in advance on the first day of each month for 12 months, beginning June 1, 2015 and ending May 1, 2016. Year 3 tenant shall pay to Landlord monthly installments of $950.00, payable in advance on the first day of each month for 12 months, beginning June 1, 2016 and ending May 1, 2017.

Lease payment shall be made to the Landlord at P.O. Box 151189, Denver Co. 80215-1189.

**SECURITY DEPOSIT.** Current security deposit of $500 paid November 17, 2012, will is applied to this lease. Tenant is responsible for damages to the Premises (if any),all unpaid rents and utilities as provided by law. If no damages, are detected and all rents and utilities have been paid at the end of this lease the $500 deposit will be returned to Tenant within 45 days. Any damages, unpaid rents or unpaid utilities will be subtracted from the deposit and the deposit balance returned to the tenant. If unpaid rents, damages or utilities exceed the amount of the deposit, the tenant is responsible to pay the documented amount within 10 days of notification.

**POSSESSION.** Tenant shall be entitled to possession on June 1, 2014 for the term of this Lease, and shall yield possession to Landlord on the last day of the term, May 31, 2017, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove all goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for sales, training, and office operations.

**City, State and Federal Code Requirements.** Tenant is responsible for modification costs required to meet city, state, and federal building code applicable to the occupancy and operations of the tenants business.

**FURNISHINGS.** All unattached furnishings are Tenant owned.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be name as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on their own property.and business operations. Increases in insurance over 5% will require a rent adjustment.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least $1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insured prior to any terminations of such insurance policies.

**MAINTENANCE.** Landlord's obligations for maintenance shall include: the roof, outside walls, and other structural parts of the building. All other items of maintenance not specifically are delegated to Tenant under this Lease.

Tenant's obligation for maintenance shall include all items not specified under landlords obligation. Any structural changes or remodeling of the store and will require landlord approval, and must meet all City, County and State Code and inspections.

**UTILITIES AND SERVICES.** Electricity, gas, water, sewer and trash are the Tenant responsibility. Water and sewer are shared expenses and divided between the three properties that share water and sewer. Average cost over the past year is $35 per month and this amount is in addition to the rent. Cost increases will continue to be share by the three tenants. The tenant will be notified of the increase and adjustments and will pay the adjusted amount and increase the following month. Excess water use do to failure to maintain plumbing will be tenant responsibility.

**TAXES.** Taxes attributable to the Premises or the user of the Premises shall be has follows: Real Estate Taxes. Landlord shall pay all real estate taxes and reassessments for the Premises. All other business related taxes are tenants responsibility. Increases in property tax over 5% will requite a rent adjustment.

**TERMINATION.** A 90 day written and signed notice of termination is required. The 90 day notice to terminate may be given as early as 90 days prior, within 90 days of lease completion. Notwithstanding any other provision of this Lease, Landlord or Tenant may terminate this lease upon 90 day's written notice. Once notice is given the Landlord has the right to place for rent/lease signs in the windows and to show the property to prospective tenants. Landlord will notify the tenant prior to scheduled showings Once termination notice has been give landlord will be allowed to show the property upon request.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 3 day (or any other obligation with 5 days) after written notice of such default is provided by Landlord, to tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law) and without prejudging Landlord's right to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expense (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this lease shall be additional rents. Whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in additional to any other rights afforded by law.

**LATE PAYMENT.** For any payment that is not paid within 3 days after its due date, Tenant shall pay a late fee of $50.00 and $10 per day until the rent is paid.

**CUMULATIVE RIGHTS.** The rights of the parties under this lease are cumulative, and shall not be construed as exclusive unless otherwise required bylaw.

**MECHANIC LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by the Tenant.

**ASSIGNABILITY/SUBLETTING.** Tenant may not sublet without the landlords written approval. Tenant may assign the lease to a new purchaser should the business be sold. The new owner will assume all responsibility and obligation of the lease. The landlord may assign the lease to the purchaser of the real property know as 518-520 Main should the real property be sold. Deposit will transfer to the new owners.

**NOTICE.** Notice under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, address as follows. Electronic mail may be used with both parties agreement. Signatures will be required. A named Colorado manager with local address will always be used by the Landlord for notice. It is the named manager responsibility to communicate with GrowGeneration Pueblo Corp. It is GrowGeneration Pueblo Corp responsibility to notify the landlord of management name and address changes.

***LANDLORD:***

Jannie Coyne P.O. Box 151189, Denver CO. 80215-1189

***TENANT:***

GrowGeneration Pueblo Corp. (CEO Darren Lampert) Local Manager Shantel Arguello

520 Man Street, Canon City, CO 80228 113 W 4th St. Pueblo, CO 81003
Parent Company Address is 800 Westchester Ave, Suite S-638 Rye Brook, NY 10573.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This lease shall be construed in accordance with the laws of the State of Colorado.

**ENTIRE AGREEMENT / AMENDEMNT.** This lease Agreement contains the entire agreement of the parties and there are not promises, conditions, understanding or other agreements, whether oral or written, relating to the subject mater of this Lease. This Lease may be modified or amended by writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease,

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representative, successors and assigns.

**Special Provisions:** The $500.00 for the security deposit is carried forward. The $650.00 for last month's rent will carry forward and apply to the May 1, 2017 last month's rent, making the last month's rent $300.00, due May 1, 2017. Additional keys are $15 per key, rekey is a tenant expense.

**LANDLORD:** /s/ Jannie L. Coyne Date: 6-6-14

Jannie L. Coyne

**TENANT:** /s/ Darren Lampert Date:

GrowGeneration Pueblo Corn. CEO Darren Lampert

**Exhibit 10.18**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this 27th DAY OF MAY, 2014 by and between LARRY SCHREDER (hereinafter called ("LANDLORD"), and GROWGENERATIONS, PUEBLO CORP, DARREN LAMPERD, CEO, (hereinafter called "TENANT").

WITNESSETH:

LANDLORD desires to lease to TENANT and TENANT desires to lease from LANDLORD,**609 ENTERPRISE, UNIT 150, PUEBLO WEST, CO 81007** (hereinafter called the "Leased Premises").

THEREFORE, LANDLORD does hereby.lease unto TENANT the Leased Premises, together with appurtenances thereunto belonging, upon the terms and conditions hereinafter set forth:

1. **TERM.**

   A. The term of this Lease shall commence JUNE 1, 2014

   B. This lease is for a term of 3 YEARS and will terminate on MAY 31, 2017.

2. **RENT:**

   A. TENANT covenants and agrees to pay without prior demand thereof a fixed minimum rental for the Leased Premises the sum ;

   $2,000.00 PER MONTH FOR 1 YEAR
   RENT WILL INCREASE BY $100.00/MONTH EACH YEAR
   THEREAFTER:

   JUNE 1, 2015, RENT WILL BE $2,100.00 PER MONTH
   JUNE 1, 2016, RENT WILL BE $2,200.00 PER MONTH

All such sums (unless otherwise provided) are due and payable in advance on or before the 1st day of each and every calendar month during said term of the Lease at the: LANDLORD'S address of 6005 OVERTON RD., PUEBLO,. CO 81008 or such other place as LANDLORD may in writing designate.

B. Rent shall be due on the 1st day of each month. TENANT shall pay a LATE PAYMENT PENALTY of $100.00 for any payment not received by the 3rd day of the month for which they are payable. Said service charge is to partially cover extra expense involved in handling delinquent payments. In addition to the above, any rental and any. other sums payable hereunder by TENANT which are not paid within ten (10) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the date due to the date paid.

C. This Lease is for a full term of 3 YEARS and rent obligations of TENANT hereunder are calculated on the expectation that TENANT shall make each and every monthly payment of rent for the full term of the Lease. If the Lease is terminated by the TENANT for any reason, the balance of the lease payments are due and payable within 30 days and will draw 18% interest until paid in full.

The Lease is for 3 YEARS and must have the LANDLORD'S permission to be transferred.

**3. USE**

TENANT agrees and covenants to use the Leased Premises only presently being used and for no other purpose whatsoever, without prior written consent of the LANDLORD. TENANT shall have to access the Leased Premises 24 hours per day, every day of the year.

**4. DEPOSIT**

A Deposit, of $ (Transferred) is required. The property must be kept clean and free of all trash. Upon termination of this Lease, all equipment, supplies and trash are to be removed. Deposit is refundable if all rent is current and the premises are left clean and in good condition, and any damage is repaired to Owner's satisfaction. Damage to property will be repaired at Tenant's expense.

**5. INSURANCE**

Fire insurance for the building is the responsibility of the Landlord. Liability Insurance acceptable to the Landlord is to be provided by the Tenant. Tenant to add landlord to policy as additional insured.

**6. ADDITIONAL TERMS**

TENANT IS RESPONSIBLE FOR THE GAS ELECTRIC.
TENANT IS RESPONSIBLE FOR MAINTENANCE OF THE INTERIOR
TENANT IS RESPONSIBLE FOR SNOW REMOVAL AND TRASH.

WATER AND SEWER ARE BILLED TO THE LANDLRD. TENANT TO PAY A SHARE OF THIS BASED ON THE NUMBER OF TENANTS IN THE BUILDING.

EXTERIOR LIGHTS TO BE BILLED TO THE LANDLORD. TENANT TO PAY A SHARE OF THIS ELECTRICAL BILL.

LANDLORD IS RESPONSIBLE FOR MAINTENANCE OF THE EXTERIOR.

VANADLISM. If anyone tries to break into the building, the TENANT is responsible for damages and will pay the LANDLORD for all repairs due to the vandalism within 30 days.

**7. OPTION TO EXTEND**

TENANT CAN EXTEND THIS LEASE WITH THE AGREEMENT OF THE LANDLORD. TERMS TO BE NEGOTIATED.

8. NO PAINTING OR REMODELING TO BE DONE WITHOUT PRIOR APPROVAL IN WRITING.

Tenant agrees that is the rent is past due by more than 5 days, the LANLORD may change the locks and put TENANTS possessions or personal property in storage until the rent is brought current.

In the event either is in breach of any provision of this lease and the other party incurs costs or attorney fees to remedy the breach, the breaching party shall pay all costs and reasonable attorney fees incurred by the non-breaching party.

TENANT agrees to hold LANDLORD harmless for any liabilities caused by any negligence or international acts including, but not limited to, the failure of TENANT, family members or guests to comply with all Municipal, State and Federal laws.

All notices which either party hereto is required to make, or may desire to give to the other party, shall be in writing and may be given by sending the same by certified or registered mail, return receipt requested, postage prepaid, to the address which are set out above in this lease, or such other place as may from time to time be designated by written notice. Any notice or other document mailed as aforesaid shall be deemed sufficiency served or given at the time of mailing as aforesaid, notwithstanding the foregoing, LANDLORD may send notices to TENANT by delivering the same personally at the premises.

**IN WITNESS WHEREOF,** LANDLORD and TENANT have caused this Lease to be executed the day year firstabove written.

| TENANT | LANDLORD |
|---|---|
| /s/ Darrent Lamperd | /s/ Larry Schreder |
| GROWGENERATIONS, PUEBLO CORP<br>DARRENT LAMPERD, CEO<br>800 W. CHESTER AVE, STE. S638<br>RYEBROOK, NY, 10573 | LARRY SCHREDER |

**Exhibit 10.19**

**BUSINESS LEASE**

This Lease is made on 6/11/15 (date), between Bill & Bonnie Holland (the "Lessor") and Grow Generation Pueblo Corp, (the "Lessee").

In consideration of the payment of the rent and the performance of the covenants and agreements by the Lessee set forth below, the Lessor does hereby lease to the Lessee the following described property situate in the County of Jefferson, in the State of Colorado, the street address of which is 26591 Main Street, Conifer, CO 80433.

TO HAVE AND TO HOLD the same with all the appurtenances unto the said Lessee from June 11, 2015 or date of actual possession (date), and until April 30, 2019 (date), First month's rent to be pro-rated to actual possession time for June. Rental rate is $ 2,400.00 per month from July 1, 2015 through April 30, 2017 and $ 2,500 per month from May 1, 2017 through April 30, 2019. This is a total amount of $112,800, plus June pro-rated amount. Rent is due and payable on the first of each month during the term of this lease at the office of the Lessor at 23286 Valley High Rd., Morrison, CO 80465, without notice.

The Lessee, in consideration of the leasing of the premises agrees as follows:

1. To pay the rent for the premises above-described.

2. To pay to the Lessor those items listed below, or the Lessee's proportional share thereof,

   which for the purposes of this lease is deemed to be 100%, which amount shall be considered as additional rent, and shall be due on the presentation of the appropriate bill to the Lessee:

   (a) All increased taxes, or insurance which are assessed during the term of this Lease. (Tax bills are paid by owner directly, only the increased amounts will be assessed as additional rent).

   (b) All premiums for fire and extended coverage insurance, property damage, and liability insurance in such amounts as the Lessor may reasonably require. Lessor shall be named as additional insured. Lessee to obtain & pay for their own insurance & give certificate.

   (c) All costs and expenses of minor maintenance of the building, including land surrounding the building. The yard maintenance, parking lot and gutter cleaning are the main outdoor items, along with snow clearing of walkways and parking lot. Light ballasts and bulbs, and cleaning of the interior are the main indoor items. Tenant to keep plumbing unclogged, and change water filter monthly.

3. To keep the improvements upon the premises, including plumbing, wiring, glass and parking lot in good repair, ail at Lessee's expense, and at the expiration of this lease to surrender the premises in as good a condition as when the Lessee entered the premises, loss by fire, inevitable accident, and ordinary wear excepted. To keep all sidewalks on and around the premises free and clear of ice and snow, and to keep the entire exterior premises free from all litter, dirt, debris and obstructions; to keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.

4. To sublet no part of the premises, and not to assign the lease or any interest therein without the written consent of the Lessor.

5. To use the premises only as Gardening Supplies and related activities, and to use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or Jefferson County, or of the ordinances of the city or town in which said premises are located, and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.

6. To neither hold nor attempt to hold the Lessor liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Lessor liable for any injury or damage occasioned by the defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise, to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Lessor therefore, but to permit the Lessor to place “For Rent” card or sign upon the leased premises at any time after (60) days before the end of this lease.

7. To allow the Lessor to enter upon the premises at any reasonable hour, with notice, unless emergency.

8. To pay all charges for water and water rents, and for heating and lighting of the building in which said premises are located. The utilities will be transferred to tenant name and paid directly, propane tank rental to be reimbursed to landlord or transferred to Lessee. Propane to be ordered and paid for by Tenant.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LESSOR AND LESSEE AS FOLLOWS:

9. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Lessee, or acceptance by Lessor, or a lesser amount than due shall be treated only as a payment on account. Further, failure of the Lessor to timely bill for taxes, insurance or repairs, as required herein, shall not be deemed a waiver of the Lessee’s liability to pay same.

10. If, after the expiration of this lease, the Lessee shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month, tenancy, at a monthly rental, payable in advance, equivalent to the last month’s rent paid under this lease, and subject to all the terms and conditions of this lease.

11. H. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Lessor may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs, and the Lessees shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

12. The Lessor acknowledges receipt of a deposit in the amount of $2,500.00 to be held by the Lessor for the faithful performance of all of the terms, conditions and covenants of this lease. The Lessor may apply the deposit to cure any default under the terms of this lease and shall account to the Lessee for the balance. The Lessee may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations.

13. If any part of the rent provided to be paid herein is not paid when due, or if any default is made in any of the agreements by the Lessee contained herein, it shall be lawful for the Lessor to declare the term ended, and to enter into the premises, either with or without legal process, and to remove the Lessee or any other person occupying the premises, using such force as may be necessary, without being liable to prosecution, or in damages therefor, and to repossess the premises free and clear of any rights of the Lessee. If, at any time, this lease is terminated under this paragraph, the Lessee agrees to peacefully surrender the premises to the Lessor immediately upon termination, and if the Lessee remains in possession of the premises, the Lessee shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction with or without process of law.

14. In the event of any dispute arising under the terms of this lease, or in the event of nonpayment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.

15. In the event any payment required hereunder is not made within (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Lessee.

16. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Lessor hereunder, the Lessee waiving all right to any such payments.

17. This lease is made with the express understanding and agreement that, in the event the Lessee becomes insolvent, or is declared bankrupt, then, in either event, the Lessor may declare this lease ended, and all rights of the Lessee hereunder shall terminate and cease.

THIS LEASE shall be binding on the parties, their personal representatives, successors and assigns.

ADDITIONAL PROVISIONS

120 days written and verbal notice to be given if lease is not to be renewed or extended when due. Property can be shown to prospective new tenants if necessary. Property can be shown to prospective buyers if applicable, with notice.

Tenant has the first option to buy if and when the property is put up for sale. Lease to go with property if sold.

| | |
|---|---|
| Bill and Bonnie Holland | Grow generation Pueblo Corp |
| Lessor | Lessee |
| Signed: | |
| Bonnie Holland, Bill Holland | /s/ Darren Lampert |
| Owners | CEO-Darren Lampert |

**Exhibit 10.20**

SHOPPING CENTER LEASE
BY AND BETWEEN

COLORADO PLACE CENTER
as "Landlord"

AND

GROWGENERATION PUEBLO, CORP.
as "Tenant"

Tiffany Colvert

NAI Highland

*NAI Highland, LLC*
*Two North Cascade Avenue, Suite 300*
*Colorado Springs, Colorado 80903-1618*
***719577.0044***

| | |
|---|---|
| *Direct Line* | 719.667.6888 • Cell 719.510.6033 |
| *FAX* | 719.577.0048 |
| *EMAIL* | colvert@highlandcommercial.com |
| | *www.highlandcommercial.com* |
| | *www.tiffanycolvert.com* |

SHOPPING CENTER LEASE

THIS LEASE is entered into as of the 7th day of August, 2015, in Colorado Springs, Colorado, by and between Jong H. Kim (d.b.a. Colorado Place Center, hereinafter referred to as "Landlord") and GrowGeneration Pueblo, Corp. (hereinafter referred as "Tenant"), whose address is 503 N. Main St. Suite 740, Pueblo, CO 81003.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, Landlord and Tenant hereby agree as follows:

ARTICLE I
LEASED PREMISES

Section 1. Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the "Lease Term" (as that term is defined in Article II) and upon the terms and conditions set forth in this Lease, 310-H/I South 8th Street, Colorado Springs, CO, with approximately 3,360 square feet of floor space (the "Leased Premises"), located in a building (the "Building"), constructed on a portion of that certain real property located in the City of Colorado Springs, El Paso County, Colorado, the exact legal description of which is set forth on Exhibit "A" (the "Property") attached hereto. The Building and Property together with the surrounding "Common Areas" (as that term below), and other buildings may be referred to hereafter as the "Shopping Center." Other than as specified in this Lease and the exhibits attached hereto, Tenant hereby accepts the Leased Premises on an as-is, where-as basis. **The Additional Provisions set forth in Exhibit B attached hereto are hereby incorporated into this Lease**

ARTICLE II
TERM

Section 1. **The term of this Lease (the "Lease Term") shall be for a period of sixty four (64) months beginning at twelve o'clock noon on the "Lease Commencement Date" (as defined below):** provided, however, if the Lease Commencement Date occurs on a day other than the first day of a month, the Lease Term shall be measured from the first day of the month next following the month in which the Lease Commencement Date occurs, In this event, Minimum Rent, at the rate hereinafter provided, shall be prorated for any partial month, on a per diem basis, and shall be due and payable on the Lease Commencement Date.

Section 2. **The "Lease Commencement Date" shall be: September 1, 2015.**

ARTICLE III
MINIMUM RENT

Section 1. **Tenant covenants and agrees to pay a reserved base rent ("Minimum Rent") for the Leased Premises for the full Lease Term in the amount as set forth in Exhibit H** attached hereto, plus rental payments for any partial month and any Additional Rent (and any other amounts due hereunder, collectively "Rent"), without setoff, counterclaim, or deduction, without notice or demand, in advance and without demand, on or before the first day of each month during the Lease Term at the address of Landlord first written above or at such other address or addresses as Landlord may hereafter determine by notice to Tenant. For the purposes of this Lease, the term "Lease Year" shall mean each twelve (12) consecutive month period starting with the first day of the Lease Term and from each anniversary date thereafter. The parties hereto hereby represent and warrant that rent increases provided for herein during the Lease Term and any extensions thereof have been negotiated at arm's length and were prompted solely by legitimate business and economic concerns of both parties.

ARTICLE IV
PERCENTAGE RENT

*** This Article is deleted in entirety.**

ARTICLE V
DEFINITION OF GROSS REVENUES

*** This Article is deleted in entirety.**

ARTICLE VI
REAL ESTATE TAXES AND ASSESSMENTS

Section 1. In addition to the rent set forth above, Tenant shall pay to Landlord as Additional Rent, at the same time and in the same manner as provided for payment of Minimum Rent in Article III hereof, its estimated pro rata share of all of the real property taxes or any tax levied in lieu thereof or in addition thereto, or due to the ownership or operations of, the Shopping Center, levied, assessed or allocated (including any special assessments in any other manner) for any period included in the Lease Term or any extensions thereof.

Section 2. Tenant's pro rata share of the real estate taxes and assessments on the land comprising the Shopping Center shall be equal to the number of square feet included in the Leased Premises divided by the total number of square feet included in buildings built on land which is owned by Landlord in the Shopping Center (at the time such buildings are completed) and which land is included in such tax bill, times the amount of real estate taxes and assessments to be paid by Landlord for land included in the Shopping Center. Tenant's pro rata share of the improvement taxes for the Building shall be equal to the number of square feet included in the Leased Premises, divided by the total number of square feet included in the Building or portion thereof included in the tax bill, times the amount of real estate taxes and assessments to be paid by Landlord for the Building.

Section 3. For the tax years in which this Lease commences and terminates, Tenant's obligations pursuant to this Article shall be apportioned on a per diem basis in such proportion as Tenant's tenancy of the Leased Premises bears to 365 days. Tenant's pro rata share shall be based upon estimates made by Landlord of projected taxes due for the subject calendar year. The difference between the estimated taxes and assessments and the actual taxes and assessments due shall be accounted for by Landlord within ninety (90) days following notice to Landlord of the actual charges for the subject year, and the necessary refund by Landlord (or credit to be applied to rent due hereunder) or additional payment by Tenant in the amount of the difference shall be paid within thirty (30) days following notice to Tenant of the amount due; provided, however, no refund shall be paid Tenant should Tenant be in default on any of its leasehold obligations hereunder. Tenant shall not be responsible for a pro rata share of taxes or assessments for time periods prior to Tenant taking possession of the premises. To the actual knowledge of Landlord, as of the date of this Lease there are no current or proposed special assessments to be levied on the Shopping Center.

ARTICLE VII
CONSTRUCTION AND ACCEPTANCE OF PREMISES

Section 1. All initial construction to be completed in the Leased Premises by Tenant, pursuant to Article XIV hereof ("Tenant's Work"), must be approved by Landlord prior to commencement of construction. Within ten (10) business days after execution of this Lease by Tenant, Tenant shall deliver to Landlord for approval, all its drawings, plans, and specifications for Tenant's Work. If Tenant's drawings, plans and specifications for Tenant's Work are not approved by Landlord, such approval not to be unreasonably withheld, Landlord shall provide notice of said disapproval to Tenant. Tenant shall deliver to Landlord for further consideration and approval of Landlord acceptable drawings, plans and specifications within ten (10) days of being provided notice of disapproval.

Section 2. Upon delivery of the Leased Premises, Tenant agrees to accept delivery of the Leased Premises as delivered, to enter upon them, to promptly and diligently thereafter install its furniture, fixtures and equipment, and to perform Tenant's Work as described on Exhibit "C" contemporaneously with the remaining Landlord's Work, if any.

Section 3. Landlord shall not be responsible nor have any liability whatsoever at any time for loss or damage to Tenant's Work or to fixtures, equipment or other property of Tenant installed or placed Tenant on the Leased Premises. Any occupancy Tenant prior to the Lease Commenceme Date, even though rent free (if applicable) or for Tenant's Work build-out purposes, shall in all respects be the same as that of a Tenant under this Lease; in addition, Tenant shall not, during any such occupancy, interfere with Landlord's Work either to the Leased Premises or to the Building. By occupying the Leased Premises as a Tenant or to complete Tenant's Work and install fixtures, facilities or equipment, Tenant shall be deemed conclusively to have accepted the same and to have acknowledged that the Leased Premises are in the condition required by Landlord's covenants described hereinabove. In no event shall Landlord be liable to Tenant for latent defects more than one year after the Lease Commencement Date. In the event of any dispute, the certificate of Landlord's architect or engineer shall be conclusive that the Leased Premises are in the condition required by this Lease.

## ARTICLE VIII
## PARKING AND COMMON AREAS

Section 1. Landlord shall provide a reasonable area for off-street parking and other "Common Areas" for the nonexclusive use of Tenant, its employees, agents, and other invitees, in common with Landlord, other tenants of the Shopping Center, and their respective employees, agents, and invitees, except when such are being repaired, altered or reconstructed, and except as provided hereafter. Landlord shall be deemed to have provided a reasonable area for off-street parking if the number of parking spaces in the Shopping Center satisfies the requirements of applicable governmental authorities. As the term is used herein, "Common Areas" or "Common Area" shall mean all those areas of the Shopping Center on which buildings have not been built, including, but not limited to, parking areas; Common Areas shall not include, however, any drive-through lanes or outside sales areas which are segregated from the rest of the Shopping Center or used exclusively by any one tenant. Tenant shall not at any time interfere with the rights of Landlord and others entitled to similar use of Common Areas. Tenant warrants that it has inspected the area and size of the parking areas and that they are sufficient for its needs. An excessive use of parking areas by another tenant which cannot reasonably be controlled by Landlord shall not be a default or breach of the Lease, and shall in no way suspend or terminate any of Tenant's obligations under this Lease. Landlord and Tenant hereby grant to each other nonexclusive cross easements for vehicular parking and pedestrian ingress and egress to and from the Leased Premises to the Shopping Center, over upon and across the parking areas and driveways, exits and entrances of the Shopping Center and the Leased Premises.

Section 2. All Common Areas furnished by Landlord shall be subject to the reasonable control and management of Landlord who shall have the right, but not the obligation, from time to time to establish, modify and enforce reasonable rules and regulations with respect thereto. Tenant agrees to abide by all rules and regulations with regard to its occupancy of the Leased Premises and its use of the Common Areas. Landlord further reserves the right to change the areas, to rearrange the areas, and to restrict or eliminate the use of any Common Areas, and do such other acts in and to Common Areas to change the location of building areas in the Shopping Center as Landlord shall determine, provided that the number of parking spaces as required hereunder shall remain substantially the same. Such actions may not be deemed an eviction of Tenant or a disturbance of Tenant's use of the Leased Premises. Landlord may, at its sole and exclusive discretion, designate areas for parking by Tenant's employees, and Tenant shall thereafter be responsible to insure that its employees park in the designated areas.

Section 3. No merchandise and/or services shall be displayed, sold, leased, stored or offered for sale or lease within the Common Area unless first approved in writing by Landlord, in its sole discretion. No signed vehicle shall be parked in the Common Area (except in any service area) for longer than two hours, except for loading or unloading purposes. The foregoing provision shall not prohibit the temporary parking of any delivery vehicles (including trailers) within the designated service area (provided, however, no trailer shall be left in any service area for a period in excess of 48 hours).

Section 4. Tenant covenants and agrees to pay as Additional Rent a pro rata share of all costs and expenses incurred by Landlord in operating and maintaining the Common Areas and other areas actually used or available for use by Tenant and its employees, agents, and other invitees, including, but not by way of limitation, costs of gardening and maintaining the landscaping, the cost of replacement of plants and planters, the cost of fire, casualty, public liability and property damage insurance, repairs, replacements, line painting, sealing, resurfacing, lighting, all repair and replacement costs relating to any utility service lines, which utility service lines do not service the Leased Premises exclusively, sanitary control, clearing, removal of snow, trash, rubbish, garbage and other refuse, the cost of personnel to implement such services to provide security and to police the Common Areas and parking areas, any management fees incurred by Landlord in connection with the management the Shopping Center, plus fifteen percent (15%) of all of the foregoing costs to compensate Landlord for its administrative and overhead expenses (excluding from such fifteen percent (15%) management fees, interest, costs of acquiring equipment or other capital assets, all costs of administration by Landlord, except as expressly provided above and items of expenses commonly known and designated as "carrying charges"). The liability of Tenant for the payment of such costs shall commence on the Lease Commencement Date. Said costs shall be paid as Additional Rent in advance on the first day of the Minimum Rent. Tenant's pro rata share of costs and expenses may be adjusted when actual expenses incurred by Landlord are determined for each calendar year.

Section 5. Tenant's pro rata share shall be based on Landlord's estimates of said costs, and shall be equal to the number of square feet included in the Leased Premises divided by the total number of square feet included in buildings built on land which is owned by Landlord in the Shopping Center (at the time such buildings are completed) to the extent the premises within such buildings are using the services described herein, times the amount of the above-described costs to be paid by Landlord for the Shopping Center. The difference between the estimated costs and the actual costs shall be accounted for by Landlord at Landlord's office, within ninety (90) days following the end of Landlord's fiscal year or within ninety (90) days following the termination of, or Tenant's default under the provisions of, this Lease, and the necessary refund by Landlord or additional payment by Tenant in the amount of the difference shall be paid within thirty (30) days following notice to Tenant of the amount due; provided, however, no refund shall be paid Tenant should Tenant be in default on its leasehold obligations.

Section 6. Once per calendar year, Tenant shall have the right to request such reasonable books and records of the Landlord related to any costs or expenses which are passed through to Tenant, upon fifteen (15) business days advance written notice by Tenant to Landlord. Landlord shall cooperate with Tenant in providing Tenant reasonable access to its books and records at principal place of business of Landlord during normal business hours for this purpose. Landlord shall credit or refund to Tenant any overcharge of such items as disclosed by such audit within thirty (30) days following completion of such audit. In the event that the audit discloses an undercharge of such items as billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days following completion of the audit. Tenant shall be responsible for its own costs incurred in conduction any such audit.

## ARTICLE IX
## MAINTENANCE OF THE BUILDING AND REPAIRS

Section 1. Landlord shall keep the roof, foundation, the four outer walls (excluding all glass windows, window frames, doors and door frames), gutters and downspouts of the Building in reasonably good repair; provided, however, that if Landlord shall be called upon to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, or other invitees, the total cost and expense of such repairs shall be borne by Tenant, and such costs shall not be prorated among other tenants of the Shopping Center. Subject to the previous sentence, Tenant shall pay its pro rata share of all costs of roof repairs and maintenance. Landlord shall be paid fifteen percent (15%) of such costs to compensate Landlord for its "administrative and overhead expenses") ("AOE"). Landlord may enter into a mechanical system inspection service contract with a reputable service company, and Tenant shall pay its pro rata share of the costs of said service contract plus fifteen percent (15%) of said costs to compensate Landlord for its AOE. Landlord may enter into contracts for the cleaning of all windows in the Shopping Center and for sweeping of and removal of snow from sidewalks adjacent to the Leased Premises, for which Tenant shall similarly pay its pro rata share of the costs thereof plus fifteen percent (15%) of said costs to compensate Landlord for its AOE. Tenant shall pay its pro rata share of all costs of any replacements or repairs resulting from determinations made by the inspection service (plus fifteen percent (15%) of said costs to compensate Landlord for its AOE. Tenant's pro rata share of costs due under this Article shall be equal to the number of square feet in the Leased Premises divided by the total number of square feet included in the buildings built on land which is owned by Landlord in the Shopping Center to the extent the premises in such buildings are using the services described herein; however, Tenant's pro rata share of costs for roof maintenance and repair shall be equal to the number of square feet in the Leased Premises divided by the total number of square feet in the Building, times the amount of the above-described costs. Tenant shall, at its expense, maintain, replace, repair and keep all parts of the interior of the Leased Premises (which include but are not limited to, interior wall surfaces, doors, door hardware, plumbing, electrical, mechanical, heating and ventilating equipment within or servicing the Leased Premises) and any HVAC installed on the exterior of the building providing service to the Leased Premises, in reasonably good order, operating condition and repair. Tenant shall, at its expense, comply with and also keep the Leased Premises in a clean, sanitary and safe condition in accordance with all directions, rules and regulations that affect the Leased Premises and of any health officers, building inspectors or other proper officers of the governmental agencies having jurisdiction. Tenant shall, at its own cost and expense, replace with glass of the same quality any damaged or broken glass, including plate glass or other breakable materials used in structural portions of any interior or exterior windows and doors on the Leased Premises. At the expiration of the Lease Term, Tenant shall surrender the Leased Premises broom cleaned and walls, floor and ceiling repaired to reasonable order, in as good order as the same is on the day Tenant first opened for business to the public, reasonable wear and tear excepted.

## ARTICLE X
## UTILITIES

Section 1. From the earlier of (a) the date upon which the Leased Premises are delivered to Tenant or (b) the Lease Commencement Date, and at all times during the Lease Term, Tenant, in addition to the rents required hereunder, shall pay, prior to delinquency, the costs of all utilities, including but not limited to gas, propane, electricity, water and sewer used and consumed by Tenant in the Leased Premises, and to the extent possible shall contract for the same in its own name and on separate meters. Throughout the duration of Tenant's occupancy of the Leased Premises, Tenant shall keep such meters and installation equipment in good working order and repair at Tenant's sole cost and expense. Failure to do so may allow Landlord to cause such meters and equipment to be replaced or repaired, and to collect the cost thereof from Tenant as Additional Rent. If such utility charges cannot be separately metered or separately determined, Tenant agrees to pay its pro rata share thereof, which shall be equal to the number of square feet included in the Leased Premises divided by the total number of square feet included in that portion of the Building utilizing such utilities, times the cost of utilities for that Building, all which shall be paid on the first day of the month at the same time and place stated in Article III hereof for the payment of Minimum Rent.

Section 2. Landlord does not warrant or guarantee the continued availability of any or all of the utility services necessary or desirable for the use of the Leased Premises by Tenant. In no event shall the interruption, diminution or cessation of such availability be construed as an actual or constructive eviction of Tenant, nor shall Tenant be entitled to any abatement of its rent obligations under this Lease on account thereof. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any utility or other service to the Leased Premises shall be interrupted or impaired by fire, repairs, accident, or by any cause beyond Landlord's reasonable control. In the event that a deposit is required by a public or quasi-public organization in order to furnish or agree to furnish any service to the Leased Premises, Tenant agrees and covenants to pay such deposit. Any money so paid shall not entitle Tenant to an offset or reduction of its rent liability under this Lease, nor shall Landlord be obligated to repay or credit Tenant for any money so paid.

Section 3. Landlord reserves the right to stop the service of any or all of the utilities hereinabove described when, in Landlord's sole discretion, such stoppage is necessitated by reason of accident, repairs, inspections, alterations or improvements, until any of the same have been completed. In such event, Landlord shall not be deemed guilty of a breach of this Lease, nor shall Tenant be entitled to any abatement of its rent obligations under this Lease on account thereof. Landlord shall not unreasonably stop the service of any or all of the utilities.

ARTICLE XI
CARE OF LEASED PREMISES

Section 1. Tenant agrees to keep the Leased Premises well-lighted and in a neat and clean condition; not to conduct any auction, fire, bankruptcy, liquidation or going-out-of-business sales thereon without the prior written consent of Landlord; and to operate its business thereon continuously during the Lease Term at substantially the same hours as the other tenants. Tenant shall keep the Leased Equipment in reasonably good condition and repair, and shall perform reasonable or required maintenance and repair on the Leased Equipment. Tenant also agrees not to open or operate, directly or indirectly, any other stores substantially like the store being operated on the Leased Premises within a distance of three (3) mile from the boundaries of the Property; should Tenant violate this covenant, Landlord may, in addition to all other remedies available pursuant to this Lease, at law or in equity, include the Gross Revenues from any such violating stores within the definition of "Gross Revenues" pursuant to Article V.

ARTICLE XII
SIGNS AND ADVERTISING

Section 1. Tenant shall be obligated to install and maintain a sign in accordance with Exhibit "D" attached hereto. Tenant shall not erect or install any type of store front, any exterior or interior window or door signs, any paper signs or advertising signs painted on windows, or other types of signs, placards, or window blinds, or place or utilize in the store front area any trade fixtures, displays, merchandise and equipment without first having obtained the prior written consent and approval of Landlord. All signs, placards, fixtures, displays, merchandise and equipment shall conform to the criteria set forth in Exhibit "D". Tenant shall pay all costs of causing its signs to be erected and maintained. A diagram of Tenants signage is attached hereto in Exhibit D and is hereby approved by Landlord.

Section 2. Tenant agrees that it may insert the address and telephone number of the Leased Premises in any advertising media it may use and, so far as possible.

ARTICLE XIII
USE OF LEASED PREMISES

Section 1. **The Lease Premises shall be used and occupied by Tenant only as set forth in Exhibit B attached hereto and for no other uses.** Tenant further acknowledges and hereby accepts without complaint, now or hereafter, all current and future tenants of the Shopping Center and those tenants' permitted uses. Tenant expressly acknowledges hereby that it has not relied on representations that may have been made as to other tenants in deciding to enter into this Lease.

Section 2. Tenant shall not burn any trash or garbage at any time in or about the Shopping Center.

Section 3. Landlord reserves the right, without liability owed to Tenant, to refuse admission to the Shopping Center and the Leased Premises outside ordinary business hours to any person not known or properly identified to any watchman in charge, to eject any person from the Shopping Center whose conduct may tend to be harmful to the safety and interest of Shopping Center tenants or to close any part of the Shopping Center during any riot or other commotion where person or property may be imperiled.

Section 4. Tenant shall not: (a) do, or permit to be done, anything in or about the Leased Premises or the Shopping Center which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center, or injure or annoy them; (b) cause, maintain or permit any nuisance in, on or about the Leased Premises; (c) commit, or suffer the commission of, any waste in, on or about the Leased Premises; (d) use the Leased Premises for any objectionable or immoral purpose, including, but not limited to sale adult/erotic materials. This obligation of Tenant is only for the benefit of Landlord and no other party, and shall only be enforceable by Landlord, its authorized representatives, successors and assigns.

Section 5. The purpose of this Lease is to transfer possession of the Leased Premises to the Tenant for Tenant business use, in return for certain benefits, including rent and other charges, to be transferred to Landlord. Tenant acknowledges that it has not entered into this Lease for the purpose of obtaining the right to convey the leasehold or the Leased Premises to others.

## ARTICLE XIV
## ALTERATIONS AND ADDITIONS

Section 1. Tenant shall not, under any circumstances, make alterations or additions to the exterior of the Building. Tenant shall make no alterations or additions to the interior of the Leased Premises, including equipment or appliances installed in connection with the transmission or delivery of the utilities, without first procuring Landlord's written consent, after delivering to Landlord the plans and specifications therefor, which Landlord shall not unreasonably withhold so long as it doesn't damage or alter structural or load bearing parts of the Building. Tenant shall promptly pay for the costs of all Tenant Work regardless of the cost, and shall indemnify Landlord against liens, costs, damages and expenses incurred by Landlord in connection therewith, including any attorney's fees incurred by Landlord, if Landlord shall be joined in any action or proceeding involving such work. Landlord may, at its option, pay sums due in order to release such liens, in which event any such sums paid by Landlord shall be due to Landlord by Tenant, as Additional Rent, upon demand. Under no circumstances shall Tenant commence any such work until Landlord has been provided with certificates evidencing that all the contractor and subcontractor performing such work have in full force and effect adequate workmen's compensation insurance as required by the laws of the State of Colorado, and public liability and builder's risk insurance in such amounts and according to terms satisfactory to Landlord.

Section 2. Within five (5) days after notifying Landlord of any planned erection, construction, alteration, removal, addition, repair or other improvement ("Tenant's Work"), Tenant shall post and keep posted until completion of Tenant's Work, in a conspicuous place upon the doors providing entrance of the Leased Premises, and shall personally serve upon such contractors or subcontractors performing Tenant's work, a notice stating that Landlord's interest in the Shopping Center shall not be subject to any lien for Tenant's Work.

Section 3. All alterations, additions, improvements, fixtures, and other personal property, excluding all equipment, which may be made or installed by, for and on behalf of Tenant upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings shall become the property of Landlord at the time of installation and shall remain upon and be surrendered with the Leased Premises at the time of termination of this Lease as a part of the Leased Premises, without disturbance, molestation or injury. During the Lease Term, Tenant shall not remove or damage the above described Tenant's Work and fixtures without the prior written consent of Landlord.

## ARTICLE XV
## INSURANCE

Section 1. Commencing with the Lease Commencement Date and continuing through the Lease Term, and any extensions thereof, Tenant shall pay to Landlord its pro rata share of estimated insurance premiums for an "all risk" insurance policy, with an endorsement insuring against loss of both Minimum Rent and Percentage Rent (including Extended Period of Recovery, if applicable) which Landlord shall obtain, insuring the buildings and improvements of the Shopping Center for one hundred percent (100%) of their replacement value, and premiums for any other policy of insurance which Landlord or Landlord's mortgagee for the Shopping Center requires to be kept in force. Tenant's pro rata share shall be based upon actual insurance premiums for the prior 12-month period, if any, or if none, based upon Landlord's estimate thereof, and shall be equal to the number of square feet included in the Leased Premises divided by the total number of square feet included in buildings built and owned by Landlord in the Shopping Center, which buildings are covered by such insurance, times the amount of said premiums paid by Landlord for the Shopping Center. Tenant's pro rata share shall be payable, at Landlord's option, either: (ii) one-twelfth (1/12) of Tenant's pro rata share paid monthly through the Lease Term in the same manner at Addition Rent; or (ii) Tenant's pro rata share paid annually, in advance, on each anniversary of the Lease Commencement Date.

Section 2. Tenant shall, in addition, at its sole cost and expense, maintain the following insurance or pay the following premiums with respect to the Leased Premises, including any equipment or fixtures in place as of the Commencement Date: (a) fire and extended coverage insurance insuring all alterations and additions made by Tenant to the Leased Premises and all of its fixtures, inventory, furniture and equipment for the full replacement value thereof with the broadest possible coverage ("all risk") on a 100% co-insurance form insuring against all risks of direct physical loss and excluding only such unusual perils as nuclear attack, earth movement, flood and war; (b) public liability, bodily injury and property damage comprehensive insurance coverage insuring against claims of any and all personal injury, death or damage occurring in or about the Leased Premises or the sidewalks adjacent thereto, with a combined single limit coverage of not less than $2,000,000.00; (c) plate glass insurance sufficient to discharge Tenant's obligations as above provided; and (d) in the event liquor is sold on the Leased Premises in any form, Liquor Legal Liability or similar insurance. If the Tenant utilizes, produces or stores any hazardous materials, Tenant shall maintain such insurance as necessary to cover any risk of loss or damage arising therefrom. Landlord or Landlord's mortgagee may reasonably require increases in the above-described coverage from time to time, in which event Tenant shall obtain the same and pay the costs thereof.

Section 3. Each such insurance policy shall be issued by an insurance company of recognized standing, authorized to do business in the State of Colorado and satisfactory to Landlord. The policies required in the above paragraph shall name Landlord and Tenant as parties, insured-loss payees, and where applicable, be payable to Landlord and Tenant as their interest may appear. If required by Landlord, such policies shall also contain a loss payable endorsement in favor of the holder of any first mortgage on the Property or portion thereof. All such policies shall provide that no cancellation or termination thereof or any material modification thereof shall be effective except on thirty (30) days prior written notice to Landlord, said mortgagee. All liability insurance required to be carried by Tenant hereunder shall state that Landlord is entitled to recovery for the negligence of Tenant even though Landlord is a named insured. Certificates evidencing such insurance shall be delivered to Landlord upon the Lease Commencement Date and each anniversary thereof.

Section 4. Without landlord's prior written consent, Tenant shall not stock or store any hazardous materials or do anything in or about the Leased Premises which would in any way tend to increase rates or invalidate any policy on the Leased Premises or the Building in which the same are located or carried on Landlord's operation of the Building. Materials typically used in the operation of tenant's business are deemed acceptable; provided, however, that any dangerous or hazardous materials are stored in such manner to prevent any leaks or emissions. If Landlord shall consent to such use, Tenant agrees to pay as Additional Rent any increase in premiums for insurance against loss by standard fire and extended coverage resulting from the business carried on in the Leased Premises by Tenant. If Tenant installs any electrical equipment that overloads the power lines to the Building, Tenant shall at its expense make whatever changes are necessary to comply with the requirements of insurance underwriter insurance rating bureaus & government authorities having jurisdiction.

Section 5. The obligations of Tenant, as contained in this Article, shall inure directly to Landlord's first mortgagee and shall not be invalidated by any act, neglect or default of Landlord, nor by any foreclosure or other similar proceeding, nor by any change in title or ownership of the Leased Premises.

## ARTICLE XVI
## WAIVER OF SUBROGATION

Section 1. Landlord and Tenant agree that, if the interests of which they are required to obtain insurance in connection with the transaction contemplated hereby shall be damaged or destroyed during the Lease Term by a peril insurable under a standard fire and extended coverage policy and whether or not such damage or destruction was caused by the neglect of the other party, neither party shall have any liability to the other or to any insurer of the other (provided the terms of this Article are approved by said insurers) for, or in respect of, such damage or destruction to the extent covered by such insurance; and each party shall attempt to require all policies of material damage insurance carried by such party during the Lease Term to be endorsed with a provision in and by which the insurer designated therein shall waive its right of subrogation against the other. The waiver of subrogation hereby required shall extend only to the risks insured by the policies required hereby.

ARTICLE XVII
DESTRUCTION OF OR DAMAGE TO LEASED PREMISES

Section 1. In case the Leased Premises or the Building in which the Leased Premises are situated shall be partially or totally destroyed by fire or other peril insurable under standard fire and extended coverage insurance so as to become partially or totally untenantable, the same shall be repaired as speedily as possible at the expense of the Landlord, to the extent of insurance proceeds available, unless Landlord shall elect not to rebuild as hereinafter provided; or, if the remainder of the Lease Term is less than twenty-four (24) months, Landlord shall not be required to rebuild if Tenant fails to exercise (within fifteen (15) days following notice from Landlord of demand to do so) the next option, if any, to extend the Lease Term which may be available, and if no such option is available, Landlord may terminate this Lease upon the date of the damage of destruction.

Section 2. In case the Leased Premises or the Building in which the Leased Premises are situated shall be destroyed or so damaged by fire or other peril insurable under standard fire and extended coverage insurance as to render more than thirty-three percent (33%) of the Leased Premises or thirty-three percent (33%) of the said Building untenantable, Landlord may, at its election to be exercised by notice given to Tenant not more than thirty (30) days after the occurrence of the damage, terminate this Lease, but if Landlord shall not so elect, Landlord shall, as promptly as may be reasonable, repair, rebuild or restore any such damage suffered in the Leased Premises as in this Article provided; however, Landlord's obligation shall be limited to restore the Leased Premises to a condition sufficient to enable Tenant to operate and use immediately preceding any such destruction or damage, but only to the extent allowed by available insurance proceeds.

Section 3. In case of casualty to the Leased Premises resulting in damage or destruction which casualty is not insured against, Landlord shall be under no obligation to restore, replace, or rebuild the Leased Premises, and this Lease shall be deemed terminated on the 30th day after such casualty and of no further force and effect as of the date of such casualty, unless Landlord elects to restore, repair, replace and rebuild the Leased Premises and so notifies Tenant in writing within thirty (30) days after such casualty; in that event, this Lease shall continue in full force and effect during the period of such restoration, replacing or rebuilding. Furthermore, if Landlord so elects to restore, repair, replace or rebuild the Leased Premises, Landlord shall proceed with reasonable diligence to do so and place the Leased Premises in substantially the same condition as of the date they are declared Ready of Occupancy.

Section 4. If such damage or destruction as described in this Article occurs, and this Lease is not so terminated by Landlord, this Lease shall remain in full force and effect, and the parties waive the provisions of any law to the contrary. Tenant shall in the event of any such damage or destruction, unless the Lease shall be terminated as provided in this Article, forthwith replace or fully repair all exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Tenant. Landlord shall have no interest in the proceeds of any insurance carried by Tenant, and Tenant shall have no interest in the proceeds of any insurance carried by Landlord. Tenant's Minimum Rent shall abate in that same proportion as the number of square feet rendered untenantable bears to the total number of square feet in the Leased Premises. Tenant agrees during any period of reconstruction, restoration or repair of the Leased Premises and/or of the Building to continue the operation of its business in the Leased Premises to the extent reasonably practicable from the standpoint of good business.

## ARTICLE XVIII
## EMINENT DOMAIN

Section 1. In case the Leased Premises or any part thereof shall be taken by the exercise of the right of eminent domain, then the Landlord or Tenant shall have the option to terminate this Lease, provided the taking is of such character as to seriously prevent the Tenant from conducting the Tenant's business in substantially the same manner as prior to the taking and provided said election shall be made within sixty (60) days of said taking. Tenant hereby assigns to Landlord all of its right, title and interest in and to any condemnation award payable to Tenant by the condemning authority as damages for the complete or partial taking of the estate vested in Tenant by this Lease. All other damages arising out of a complete or partial taking of the Leased Premises which are sustained by Tenant and to which Tenant is legally entitled including, without limitation, moving expenses and damages of dislocation of Tenant's business, shall be paid to Tenant. Notwithstanding anything to the contrary above, if any part of the Common Area should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase under threat thereof, this Lease shall not terminate, nor shall any Minimum Rent, Percentage Rent or Additional Rent payable hereunder be reduced, nor shall Lessee be entitled to any part of the award made for such taking.

## ARTICLE XIX
## INDEMNIFICATION

Section 1. Tenant shall indemnify Landlord and save it harmless from and against any and all suits, actions, damages, claims, liability and expense, including reasonable attorney fees, in connection with loss of life, bodily or personal injury, or any other type of damages or injury arising from or out of any breach of this lease or occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including acts or omissions relating to the sidewalks and common areas within the Shopping Center. Tenant shall store its property in and shall use and enjoy the Leased Premises and all other portions of the Shopping Center at its own risk, and hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage, and Tenant, on behalf of its issuing company or companies insuring its property against any loss, waives any right of subrogation that it may have against Landlord. Tenant shall give prompt notice to Landlord in case of fire or accident in the Leased Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment. In case Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fee.

Section 2. Landlord shall not be responsible to Tenant, nor required to save Tenant harmless form any loss or damage which may be occasioned by or through the acts or omissions of persons occupying portions of the Shopping Center or any invitees of coming onto the Shopping Center. In addition, and notwithstanding anything to the contrary hereunder, Tenant shall not hold or attempt to hold Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by fire, water, or any repairs or alterations to the Leased Premises or otherwise; or liable for any injury or damage occasioned by defective wiring or breakage or stoppage of plumbing or sewage upon the Leased Premises, whether said breakage or stoppage results from freezing, or otherwise. All property kept, stored or maintained in the Leased Premises shall be so kept, stored or maintained at the risk of Tenant only.

## ARTICLE XX
## ASSIGNMENT AND SUBLETTING

Section 1. Tenant shall not assign, sell, pledge, mortgage, encumber or in any manner transfer this Lease or any interest therein, nor sublet the Leased Premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it, nor allow the sale or transfer of any of its capital stock (in the case of a corporation) or partnership interests (in the case of a partnership) to the extent that Tenant loses voting control of the entity existing upon execution of this Lease, nor transfer all or substantially all of Tenant's assets without the prior written consent of the Landlord, which consent shall be allowed only in Landlord's sole discretion. Landlord and Tenant hereby acknowledge that this provision regarding assignment and subletting and Landlord's discretion there over has been fully and freely negotiated. Tenant shall pay to Landlord a fee of Five Hundred Dollars ($500.00) to compensate Landlord for the time and expense of reviewing any request and documentation regarding assignment or subletting and pay any out of pocket legal fees incurred by Landlord. Landlord shall have ten (10) business day from the date of receipt of the written request of Tenant, together with reasonable information relating to the financial condition, business operations and experience of any assignee or sub-lessee, in which to determine whether or not Landlord's consent shall be granted. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent to Tenant's request to sublet the Leased Premises. Landlord shall have no liability of any kind for not consenting to an assignment or subletting.

Section 2. Any sublease of the Leased Premises executed by Tenant shall incorporate this Lease (the "Underlying Lease") in its entirety and be subject to its terms. The sublease shall also require the sublessee to attorn to Landlord at Landlord's option in the Event of Default by Tenant under the terms of the Underlying Lease, and Tenant does hereby grant Landlord the irrevocable power of attorney to effect the same. Consent by Landlord to one or more assignments of this Lease or to one or more sublettings of the Leased Premises shall not operate as a waiver of Landlord's rights under this Article as to any guarantor of Tenant or any of its obligations under this Lease, nor be construed or taken as a waiver of any of Landlord's rights or remedies under this Lease.

Section 3. No assignment or subletting shall release Tenant of any of its obligations under this Lease nor be construed or taken as a waiver of any of Landlord's rights hereunder unless specifically agreed to by Landlord in in writing at the time of assignment or sublease. In the event Landlord allows assignment or subletting hereunder, neither Tenant, assignee of Tenant, nor the sublessee of Tenant shall have any option to extend the Lease Term, notwithstanding anything contained in this Lease to the contrary. In the event Tenant assigns or sublets its space or a portion thereof, Tenant shall pay a fee of $500.00 to be paid to Landlord plus any out of pocket expenses, including reasonable attorney fees, incurred by Landlord relative to the assignment or sublease.

Section 4. No interest in this Lease shall pass to any trustee or receiver in bankruptcy, to any estate of Tenant, to any assignee of Tenant for the benefit of creditors, or to any other party by operation of law or otherwise without Landlord's consent.

Section 5. No consent to assignment or subletting shall be granted if Tenant is then in default under this Lease.

Section 6. Landlord shall receive (a) all increases in Minimum Rent, and (b) all increases in Percentage Rents resulting from increases of the percentage ratio paid by an assignee or sublessee. Tenant shall not share to any extent in such rents.

## ARTICLE XXI
## EFFECT OF LANDLORD'S CONVEYANCE

Section 1. If, during the term of this Lease, Landlord shall sell its interest in the Center of which the Leased Premises forms a part, or the Leased Premises, or any portion of the Center (including land contiguous to it) which may not include the Leased Premises, including sales by foreclosure or a deed in lieu thereof, all of which is hereby permitted and which Landlord shall be allowed to advertise for at any time, then from and after the effective date of the sale or conveyance, Landlord shall be released and discharged from any and all obligations and responsibilities under this Lease, except those already accrued, provided the successor Landlord accepts the assignment of this lease and bound thereby. To clarify, any subsequent holder of legal title to the Leased Premises shall be bound by all the terms of this Lease so long as Tenant is not in default thereof, and Tenant shall remain bound by all its covenants and agreements throughout the Lease Term. In the event of any such sale, Tenant agrees to attorn to and become Tenant of Landlord's successor-in-interest. If any security be given by Tenant to secure the faithful performance of all or any of the covenants of this Lease on the part of Tenant, Landlord may transfer and/or deliver the security, as such, to the purchaser and thereupon Landlord shall be discharged from any further liability in reference thereto. Landlord shall give immediate notice of such sale and assignment of Lease upon its occurrence.

ARTICLE XXII
DEFAULT

Section 1. Any one of the following events shall be deemed to be an event of default by Tenant under was Lease:

(a) Tenant shall have failed to pay any installment of rent, Additional Rent or other charge or pecuniary obligation provided for herein (all of which is due on the first of each month), or any portion thereof, within seven days of when the same is due;

(b) Tenant shall have failed to comply with any other provisions of this Lease and shall not cure such failure within fifteen (15) days after Landlord, by written notice, has informed Tenant of such noncompliance; unless the breach or failure shall be such that it would cause immediate damage to Landlord or the Shopping Center, in which event the default shall be immediate;

(c) If any of the following occurs with respect to Tenant or any guarantor of Tenant's obligations under this Lease:

(i) A voluntary petition for relief pursuant to the bankruptcy or insolvency laws of the United States or of any state is filed by Tenant or guarantor;

(ii) An involuntary petition for relief pursuant to the bankruptcy or insolvency laws of the United States or of any state is filed against Tenant or guarantor;

(iii) The attachment, seizure, levy upon or taking possession by any receiver, custodian, or assignee for the benefit of creditors of any portion of the property of Tenant or guarantor;

(iv) Tenant or guarantor makes an assignment for the benefit of creditors; liquidates, winds down or closes its business; or

(d) Tenant shall do or permit to be done anything which creates a lien upon the Leased Premises or the Center which is not paid or discharged promptly. A lien shall be deemed to have been discharged promptly if it has been removed no later than thirty (30) days after the lien was created. If said lien is not discharged on or before thirty (30) days after being created, Tenant shall be considered in default of Lease.

Section 2. In the event of a default pursuant to Section 1 of this Article, Landlord may, by serving ten (10) days written notice upon Tenant, elect either to:

(a) Cancel and terminate this Lease, or

(b) Terminate Tenant's rights to possession only without terminating this Lease.

If Landlord gives Tenant notice of Tenant's default and/or delivers to Tenant a Notice of Demand for Payment or Possession pursuant to the applicable statute (either of which shall hereinafter to referred to as a "Notice of Default"), the Notice of Default will not constitute an election to terminate the Lease unless Landlord expressly states in the Notice of Default that it is exercising its right to terminate the Lease.

Section 3. Upon any termination of this Lease, the Landlord may enter upon the Leased Premise and repossess the same (including all fixtures and equipment therein), and expel the Tenant and those claiming under it, without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for the event of default in question. In the case of any such termination, Tenant will indemnify the Landlord against all loss or damage suffered by reason of the termination, including loss of rentals which would have otherwise been payable hereunder for the balance of the Lease Term had such termination not occurred.

Section 4. In the event of default by Tenant pursuant to this Article XXII, Landlord may, with ten (10) days prior written notice and without terminating the Lease, re-enter and take possession of the Leased Premises, or any part thereof, and repossess the same as Landlord's former estate, and expel Tenant and those claiming through or under Tenant, and remove the personal property and effects of either or both (forcibly, if necessary) without being deemed guilty of any manner trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants. Upon any such re-entry Landlord shall be entitled to sell the personal property and effects of the Tenant, or any of it, pursuant to the terms of this Lease. Should Landlord elect to re-enter as provided in this Article XXII, or should Landlord take possession pursuant to legal proceedings or any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the Leased Premises, or any part thereof, on behalf of Tenant for such term or terms, and at such rent or rents, and upon such other terms and conditions as Landlord may deem advisable (which may include concessions and free rent) with the right to make alterations and repairs to the Leased Premises. No such re-entry or taking of possession of the Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice of termination, specifically stating Landlord's intention to terminate, be given to Tenant.

Section 5. In the event Landlord does not terminate this Lease, but on the contrary, elects to take possession, then such repossession shall not relieve Tenant of its obligations and liability under this Lease, all of which shall survive such repossession.

Section 6. No right or remedy herein conferred upon or reserved to the Landlord is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. The rights and remedies provided hereof shall survive the termination of this Lease.

Section 7. Should Landlord be in default under the terms of this Lease, Landlord shall have reasonable and adequate time in which to cure the same after written notice to Landlord by Tenant.

Section 8. In the event that Landlord commences summary proceedings in the nature of a forcible entry and detainer or unlawful detention for nonpayment of Minimum Rent, Percentage Rent, Additional Rent, or for Tenant's failure to perform its other obligations hereunder, Tenant agrees not to file a counterclaim against Landlord in the summary proceedings, not to consolidate claims against Landlord in said proceedings; however, Tenant does not waive its right hereunder to bring any later action against Landlord for damages. The commencement of such proceedings (including but not limited to the delivery of notice and process thereof) regardless of whether such proceedings are actually commenced, shall not be deemed to terminate this Lease, If Tenant should contest such summary proceedings, it shall post a bond in favor of Landlord for the amount of rent due and for future damages upon termination of this Lease.

Section 9. If the amount in controversy in any dispute between Landlord and Tenant is $25,000 or less and possession of the Leased Premises is not an issue, the parties agree to submit the dispute to the Judicial Arbiter Group for binding arbitration in accordance with its arbitration rules. If litigation is commenced between the parties when the matter is subject to this Section, then upon motion of either party, the litigation shall be stayed and the dispute submitted to arbitration. If the amount in controversy is alleged to exceed $25,000 and the court in which the litigation is commenced determines that the amount in controversy has been stated to exceed $25,000 to avoid arbitration, the court, on its own motion or by motion of a party, shall have the right to stay the litigation and require that the dispute be submitted to arbitration pursuant to this Section.

## ARTICLE XXIII
## LATE RENT PAYMENT

Section 1. Notwithstanding anything to the contrary hereof, all payments of Minimum Rent, Percentage Rent, Additional Rent and all other pecuniary obligations of Tenant to Landlord, all of which are payable on demand if not otherwise required due on the first of each month, shall bear interest at the rate of twenty percent (20%) per annum from the date due until paid. Tenant acknowledges that late payments by Tenant to Landlord of such rent and other charges will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any installment of rent due from Tenant is not received by Landlord within five (5) days from when due, Tenant shall pay to Landlord an additional sum of One Hundred Dollars ($100.00) as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord with incur by reason of late payment by Tenant. Additionally, Tenant shall pay a Twenty-Five Dollar ($25.00) charge for any checks written to Landlord which are returned due to insufficient funds.

ARTICLE XXIV
[removed]

ARTICLE XXV
NONDISTURBANCE AND SUBORDINATION

Section 1.This Lease shall be subject and subordinate to: (a) any reciprocal easement agreements or any other easements and (b) the liens of any mortgages or deeds of trust which Landlord may now or hereafter place upon the Leased Premises and the Shopping Center, and to all terms, conditions and provisions thereof, to all advances made, and to any renewals, extensions, modifications or replacements thereof. Provided, however, that if this Lease is in full force and effect, and provided Tenant is not in default thereunder, the right of possession of Tenant to the Leased Premises and Tenant's right arising out of this Lease shall not be affected or disturbed by any mortgagee in the exercise of any of its rights under the mortgage or the note secured thereby, nor shall Tenant be named as a party defendant to any foreclosure of the lien of mortgage, nor in any other way be deprived of its rights under this Lease. In the event that any mortgagee shall agree to the sale of the Leased Premises pursuant to the exercise any of any rights and remedies under any mortgage, or otherwise, such sale shall be made subject to this Lease and the rights of Tenant hereunder. Tenant agrees to attorn to the mortgagee or such person who may acquire title as its new Landlord, and the Lease shall continue in full force and effect as a direct lease between Tenant and mortgagee or such other person, upon all the terms, covenants and agreements set forth in this Lease. Tenant shall, without further negotiation, execute or obtain execution of such instruments as may be necessary to effectuate said subordination, sale, foreclosure, and attornment; should Tenant fail to execute same, Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents in Tenant's place. Such instruments may require Tenant to notify the mortgagee of defaults by Landlord hereunder, to make rental payments to the mortgagee upon proper notice, and to allow the mortgagee a reasonable time to cure defaults hereunder, if Landlord has not done so. Tenant agrees to execute along with this Lease the Subordination and Estoppel Agreement which is attached hereto as Exhibit "L" and is incorporated herein by this reference.

ARTICLE XXVI
NOTJCES

Section 1. All notices to be given hereunder by either of the parties shall be in writing. Any notice may be served by Landlord upon Tenant personally be delivering the same to an employee of Tenant, or to Tenant directly. Any notice shall also be deemed duly served by either party if mailed by registered or certified mail, return receipt requested, with proper postage prepaid, addressed to each party at its address first written above. Either party may change the address to which notices may be sent by delivering a copy thereof to the other party in the manner aforesaid. If service shall be made by registered or certified mail, such service shall be complete as of the next day following the mailing of such notice in the manner aforesaid.

ARTICLE XXVII
DEPOSIT

Section 1. Concurrently with the execution of this Lease, Tenant will or has deposited with Landlord, and will keep on deposit at all times during the Lease Term, the sum of **specified in Exhibit B attached hereto** as security for the payment by Tenant of the rents herein agreed to be paid. If, at any time during the Lease Term, Tenant shall be in default in the performance of any provision of this Lease, Landlord shall have the right to use said deposit, or so much thereof as necessary, in payment of any rent in default as aforesaid, in reimbursement of any expenses incurred by Landlord and in payment of any damages incurred by Landlord by reason of Tenant's default, or at the option of Landlord, the same may be retained by Landlord. In such event, Tenant shall, within fifteen (15) days of written demand of Landlord, forthwith remit to Landlord sufficient amount of cash to restore said deposit to its original amount. In the event said deposit has not been utilized as aforesaid, said deposit or as much thereof as has not been utilized is said purposes, shall be refunded to Tenant, without interest, upon full performance of this Lease by Tenant. Landlord shall have the right to commingle said deposit with other funds of Landlord. Landlord may deliver the funds deposited herein by Tenant to the purchaser of Landlord's interest in the Leased Premises in the event such interest be sold, and, thereupon, Landlord shall be discharged form further liability with respect to such deposit. Said deposit shall not be considered as liquidated damages, and if claims of Landlord exceed said deposit, Tenant shall remain liable for the balance of such claims.

ARTICLE XXVIII
MISCELLANEOUS

Section 1. Liens. Tenant shall not permit mechanics', materialmen's, or other liens against the Shopping Center in connection with any labor, materials, equipment, or services furnished, or claimed to have been furnished. If any such lien shall be filed against the Shopping Center, Tenant shall cause it to be discharged at its sole cost and expense no later than thirty (30) days after said lien has been filed; provided, however, that if Tenant desires to contest any such lien, it may do so, so long as the enforcement thereof is stayed. In the event such a stay is obtained, Tenant shall obtain title insurance in the amount of the lien or liens (including interest and costs) for the benefit of Landlord should Landlord desire the same for any period during which a lien or liens exist on the Shopping Center. In such event Tenant shall, if necessary, pay required title insurance premiums, post bond sufficient to satisfy the title insurer's requirements, pay escrow costs and fees, pay the attorney's fees of Landlord, and sign indemnity agreements in favor of the title insurer.

Section 2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto, it being agreed that neither the method of computation of rents or any other provisions set forth herein nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 3. Representations. Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except those expressed in this Lease.

Section 4. Amendments or Modifications. No amendment or modification of this Lease or any approvals or permissions of Landlord required under this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 5. Grammatical Changes. Wherever the words "Landlord" and "Tenant" are used in this Lease, they shall include "Landlords" and "Tenants" and shall apply to persons, both men and women, companies, partnerships and corporations. Wherever the words "mortgage" or "mortgages" are used herein, the same shall be deemed to include a deed of trust or trust deed, and the word "lender" shall include a mortgagee of a mortgage or a beneficiary of a deed of trust or trust deed. All references to the Lease Term shall include any extension of the Lease Term, except as otherwise provided. All references to Tenant shall include Tenant's guarantors, assignees or sublessees. All references to the singular shall include the plural, and vice versa.

Section 6. Section Headings. The section headings are inserted herein only for convenience of reference and shall in no way define, limit or describe the scope of intent of any provisions of this Lease.

Section 7. Binding Effect. Subject to the provisions hereof, the benefits of this Lease and the burdens hereunder shall respectively inure to and be binding upon the heirs, successors, personal representatives and assigns of the parties.

Section 8. Force Maieure. Whenever a period of time is herein provided for either party to do or perform any act or thing, except for the payment of monies or obtaining proper insurance by Tenant, there shall be excluded from the computation of such time period any delays due to strikes, riots, acts of God, shortages of labor or any cause(s), whether or not similar to those enumerated, beyond the parties' reasonable control or the reasonable control of their agents, servants, employees and any contractor engaged by them to perform work in connection with this Lease.

Section 9. Personal Property Taxes. Tenant shall pay before delinquency any personal property taxes attributable to the furniture, fixtures, merchandise, equipment, or other personal property situated on the Leased Premises. If any such personal property taxes are levied against Landlord or Landlord's property, and if Landlord pays the same (which Landlord shall have the right to do) or if the assessed value of Landlord's premises is increased by the inclusion therein of a value placed on such property, and if Landlord pays the taxes based on such increased assessment (which Landlord shall have the right to do), Tenant upon demand shall repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in assessment.

Section 10. Nonwaiver. No waiver of condition or covenant of this Lease by either party hereto shall be deemed to imply or constitute a further waiver by such party of the same or any other condition or covenant. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such surrender shall be valid unless signed in writing by Landlord. The delivery of Tenant keys to any employee or agent of Landlord shall not constitute a termination of this Lease unless a written agreement has been entered into with Landlord to this effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Minimum Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as rent, be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord. If this Lease be assigned, or if the Leased Premises or any part thereof be sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the complete performance by Tenant of the covenants herein contained on the part of Tenant to be performed.

Section 11. Reimbursement of Attorney's Fees and Costs. In the event Landlord takes any action and prevails against Tenant in order to enforce the terms of this Lease or in any collection action, Landlord shall be entitled to recover from Tenant its costs and expenses, including reasonable attorney's fees and costs.

Section 12. Short Form Lease and Notice to Mortgagee. Landlord and Tenant agree not to place this Lease of record, but agree upon the request of either party to execute and acknowledge so the same may be recorded a short form lease indicating the names and respective addresses of Landlord and Tenant, the Leased Premises, the Lease Term, the dates of the commencement and termination of this Lease Term and options for renewal, if any, but omitting rent and other terms of this Lease. Tenant agrees to an assignment by Landlord of rents and of Landlord's interest in this Lease to a mortgagee, if the same be made by Landlord. Tenant further agrees that Tenant will give to said mortgagee a copy of any request for performance by Landlord or notice of default by Landlord; and in the event Landlord fails to cure such default, Tenant will give said mortgagee a reasonable period in which to cure the same before Tenant exercises any remedy by reason of such default. Said period shall begin on the last day on which Landlord could cure such default.

Section 13. [removed].

Section 14. Liquor License. Tenant agrees not to protest any application by Landlord or any other tenants who may apply for a liquor license for use within the Shopping Center.

Section 15. Status Statement of Lease. Tenant agrees within five (5) days of request by Landlord from time to time, to execute, acknowledge and deliver to Landlord a status statement of Lease sequentially in the form attached hereto as Exhibit's and incorporated herein by this reference, to the extent that the facts set forth therein are true.

Section 16. Enlarging the Shopping Center. As provided aforesaid, Tenant acknowledges that Landlord hereby reserves the right from time to time to enlarge the Shopping Center by constructing other buildings on portions of the Property with or without any new Common Areas, and by including within the existing Shopping Center other properties now or hereafter owned by Landlord adjacent to the Property, and construction on such additional property buildings and Common Areas.

Section 17. Easements. Landlord shall have the right to grant any easements on, over, under and above the Leased Premises for such proposes as Landlord determines, provided that such easements will not materially interfere with Tenant's business. Notwithstanding the foregoing, as of the date of this Lease, Landlord has no current plans or on-going discussions to grant any easements over the Leased Premises.

Section 18. Holding Over. In the event that Tenant remains in possession after the expiration of this Lease, without execution of a new Lease, Tenant shall be deemed to occupy the Leased Premises as a tenant from month to month, subject to all conditions, provisions and obligations set forth herein insofar as the same are applicable to a month to month tenancy, except that Minimum Rent shall increase to two hundred percent (200%) of the Minimum Rent that was in effect the last year of the Lease Term or any extension thereof. In addition, Tenant shall pay any damages and hold Landlord harmless from any liability incurred in connection with any claims made by any succeeding occupant based on delay of possession.

Section 19. Time of the Essence. Time is of the essence hereof, and each party shall perform its obligations and conditions hereunder within the time hereby required.

Section 20. Unenforceability. If any cause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 21. Corporate Authority. If Tenant is a corporation, Tenant represents that it has full corporate power and authority to enter into this Lease Agreement and has taken all corporate action necessary to carry out the transaction contemplated hereby so that when executed this Lease Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

Section 22. Financial Statements. This Lease and Landlord's obligations hereunder are also expressly contingent on Landlord's review and approval of Tenant's financial statements and other financial information. Tenant will provide Landlord with true and complete financial statements and other financial information regarding Tenant's financial strength and creditworthiness. In the event Landlord finds such information, or such additional guaranties, unacceptable, all as determined in Landlord's sole discretion, then this Lease shall be deemed terminated with no further obligations by Landlord or Tenant.

Tenant and any guarantors of Tenant's obligations hereunder shall provide their most recent financial statement(s) including statements of income and expense and statements of net worth within fifteen (15) days following the request of Landlord. Landlord may request said statements once during any year. Said statements shall be verified as being true and correct. The Landlord has reviewed Tenants financial statements and hereby approves said statements.

Section 23. Limitations of Landlord Liability. In no event shall Landlord be liable to Tenant for any failure of any other tenant in the Shopping Center to operate its business. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord, or any owners of an interest in Landlord's business, their successors, assigns, legally appointed representatives, or mortgagee in possession (for the purposes of this paragraph collectively referred to as "Landlord") with respect to any of the terms, covenants and conditions of this Lease.

Section 24. Interpretation and Venue. The terms and enforcement of this Lease shall be interpreted according to the laws of the State of Colorado. Venue and jurisdiction for enforcement of this Lease shall be exclusively to the County or District Court in El Paso County, Colorado.

Section 25. Exhibits and Addenda. The following Exhibits and Addenda attached to this Lease are incorporated herein and made a part hereof by this reference:

Exhibits:

A. Legal Description of Shopping Center
B. Additional Provisions
C. Work letter
D. Sign Criteria
E. Tenants in Shopping Center (removed)
F. Tenant Estoppel and Status Statement of Lease
G. Corporate Resolution (removed)
H. Rent Payment Schedule
I. Confirmation of Lease Commencement and Termination Dates (removed)
J. Guaranty (removed)
K. Rules and Regulations
L. Subordination and Estoppel Agreement

Note: Should any Exhibits or Addenda mentioned in this Lease not be attached hereto, the intention to omit them shall be conclusively presumed and their absence shall not vitiate this Lease.

Section 26. Tenant Representations. In the event Tenant is a corporation, the officers executing this Lease on behalf of Tenant hereby covenant that they are duly authorized by the corporation to execute this Lease, that the corporation is duly organized under the laws of its State of incorporation, and that the corporation has the full right and authority to enter into this Lease for the full term hereof.

In the event Tenant is a general or limited partnership, the general partner(s) executing this Lease on behalf of Tenant hereby covenant(s) that he (they) is (are) duly authorized by the partnership to execute this Lease, that the partnership is duly organized under the laws of the State in which it was formed and that the partnership has the full right and authority to enter into this Lease for the full term hereof.

Section 27. Joint Liability. If two or more individuals, corporations, partnership or other entities (or any combination of two or more thereof) shall sign this Lease Agreement as Tenant, the liability of each such individual, corporation, partnership or other entity to perform all obligations hereunder shall be deemed to be join and several. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of state or general law, subject to personal liability, then and in that event, the liability of each such members shall be deemed to be joint and several.

ARTICLE XXIX
BANKRUPTCY

Section 1. If at any time during the term of this Lease there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy of insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if a receiver of trustee takes possession of any of the assets of Tenant, or if the leasehold interest herein passes to a receiver, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement (any of which are referred to herein as a "Bankruptcy Event"), then the following provisions shall apply:

(a) In all events any receiver or trustee in bankruptcy shall either expressly assume or reject this Lease within the earlier of forty-five (45) days following the entry of an "Order of Relief" or as provided by the 1984 Amendments to the Bankruptcy Reform Act of 1978,

(b) Landlord specifically reserves any and all remedies available to Landlord in Article XXII hereof or at law or in equity in respect of a Bankruptcy Event by Tenant to the extent such remedies are permitted by law.

Section 2. The bankruptcy of the Landlord shall not affect the validity of this Lease, nor shall the quiet enjoyment and peaceful possession of the Tenant be interrupted so long as Tenant is not in default hereunder.

ARTICLE XXX
COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Section 1. Tenant warrants that it will comply at all times with, and be responsible for, the compliance of its personal property, equipment, employees, processes, assigns, agents, subcontractors and any others acting for it with all applicable federal, state and local laws, regulations, permits, licenses, certificate and any approvals of any type relative to any and all of the operations Tenant will conduct at or upon the Leased Premises. Tenant shall immediately notify Landlord of any reports, complaints, or asserted violations made to any environmental agency arising in connection with the operation to be performed at the Leased Premises. Tenant further warrants that to the best of its knowledge, no substance regarded as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Section 9601 et seq., will be stored or treated, nor will any hazardous substance be released or disposed of, on the Leased Premises or the Shopping Center. Upon the expiration of the Term, Tenant warrants that the Leased Premises and the Shopping Center shall be free of contamination from any substance regarded as hazardous under CERCLA, that has been in the possession of the Tenant.

Section 2. Tenant shall, at its sole cost and expense, be solely obligated and responsible to ensure that all its activities performed and possessions maintained on the Leased Premises shall comply with EPA and all other applicable governmental standards and requirements; and further, that Tenant shall be solely responsible for any noncompliance or violation of governmental regulations.

Section 3. Tenant accepts the Leased Premises in the condition existing as of the date of occupancy, as is, subject to all applicable zoning, municipal, county and state laws, ordinances, rules, regulations, order, restrictions and requirements in effect during the term or any part of the terms of this Lease regulating the Leased Premises.

ARTICLE XXXI
ABANDONMENT

Section 1. Tenant shall not vacate nor abandon the Leased Premises at any time during the life of this Lease, not permit the Leased Premises to remain unoccupied for a period longer than ten (10) consecutive days during the Lease Term.

ARTICLE XXXII
ENTRY BY LANDLORD

Section 1. Tenant shall permit Landlord and Landlord's agents to enter the Leased Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or repairing the Building or the Leased Premises, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned. Tenant shall permit Landlord, at any time within ninety (90) days prior to the expiration of this Lease or termination of Tenant's possession thereof, to place upon the Leased Premises any usual or ordinary "to let" or "to lease" signs. This Section in no way affects the maintenance obligations of the parties hereto.

***

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREIN, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

Colorado Place Center

/s/ Jong H. Kim
Jong H. Kim

TANANT:

GrowGeneration Pueblo, Corp.

By: /s/ Darren Lampert
Name: Darren Lampert
Title: C.E.O

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 & 2 BLOCK, STONEBRIDGE MIDLAND SUBDIVISION NO. 2

EXHIBIT B

Additional Provisions

The following additional provisions are hereby made a part of that certain Lease (the "Lease") dated August ___, 2015, between Colorado Place Center, LLC ("Landlord") and GrowGeneration Pueblo, Corp. ("Tenant"). In the event of any conflict between the Lease and these Additional Provisions, the provisions hereinafter shall govern.

1. The permitted use of the Premises under this Lease shall for the operation of gardening supply store.

2. Concurrently with the execution of this Lease, Tenant shall pre-pay the first month of rent in the amount of $3,780.00 which shall be applied to the first month of rent. In addition, Tenant shall at all times during the Term of this Lease maintain a security deposit of equal to two full months of Rent.

3. Notwithstanding anything to the contrary in the Lease, the first four (4) months of the Lease shall be rent free. In the event delivery of the Leased Premises to Tenant is after September 1, 2015, the free rent period of 4 months specified in this Section 3 shall begin on the date of such delivery.

4. So long as Tenant is not in breach of the Lease, Tenant shall have one (1) option to extend the Term of the Lease for an additional sixty (60) months by providing written notice to Landlord of the exercise of such option no later than one hundred twenty (120) days before the expiration of the then current term. The Minimum Rent shall increase three percent (3%) per annum.

5. Landlord shall remove all non-structural interior demising walls (not including the wall separating Unit H and I or the walls around the restrooms) and repair any large holes or cracks in the concrete floor. Landlord shall paint the interior walls of the Leased Premises white, egg shell or similar color chosen by Tenant. At the time the Leased Premises is delivered to Tenant, the Leased Premises shall be broom swept with existing lighting and HVAC units in reasonably good working order.

6. The Landlord believes that the $3.50 per square foot annually is reasonably sufficient to cover common area maintenance ("CAM"), taxes and insurance related to the operations of the Shopping Center for the 2015 calendar year. The Landlord represents that in the last five years (i) Additional Rent charged to tenants for CAM, taxes and insurance have not risen more than 5% from year to year and (ii) there has been no special assessments on the Leased Premises in excess of $1,000 for any calendar year, in the last five years.

7. Subject to Tenant obtaining all required permits and licenses, Tenant may install a loading door not to exceed six feet in width; provided, however, that such work shall not damage any structural or load bearing part of the building and that the work be performed in a professional manner.

8. Subject to reasonable delays, the Landlord hereby agrees to deliver the Leased Premises and the worked specified in Section 5 above within thirty (30) days of execution and delivery of this Lease.

9. Tenant shall not have to pay as Additional Rent, a pro rata share of any major capital improvements to replace the parking lot, roof or facade remodels.

EXHIBIT C
WORK LETTER

Tenant: GrowGeneration Pueblo, Corp.

Leased Premises: Colorado Place Center, 310-H/I South 8th Street,
Colorado Springs, CO 80905

Landlord: Colorado Place Center

Concurrently herewith, Tenant and Landlord have executed a Lease (the "Lease") covering the Premises. This Work Letter is hereby attached to and made part of that Lease as Exhibit C and terms used herein shall have the same meaning as set forth in the Lease. In consideration of the execution of the Lease, Landlord and Tenant mutually agree as follows:

**Tenant shall occupy the space "AS IS" condition other than Landlord, at its own expense, shall complete the work specified in Exhibit B, Section 5.**

PROCEDURES AND SCHEDULES FOR COMPLETION
OF TENANT FINISH WORK BY TENANT

Tenant and Tenant Finish Work contractors and the contracts between Tenant and Tenant's contractors, to be entered into in connection with the performance of Tenant Finish Work, shall conform to the following rules, regulations and requirements, which shall be incorporated into such contracts. In the event of any conflict between any other terms or provisions of Tenant's Tenant Finish Work Contracts and the terms and provisions set forth below, the terms and provisions set forth below shall control.

1. Commencement of Construction. Tenant shall start construction of Tenant Finish Work in the Premises within ten (10) days after the construction permit is issued. Tenant shall file for construction permit within five (5) days after Landlord approves final space plans. Tenant will not start construction until Landlord has substantially completed any of the work on the shell or surrounding areas to be performed by Landlord (other than such work which cannot be performed by Landlord until Tenant makes the Leased Premises ready for the performance thereof) and that the Premises are ready for Tenant's Work and Tenant shall carry such construction to completion with all due diligence.

2. General Requirements.

   A. Tenant shall submit to Landlord, in writing, at least ten (10) days prior to the commencement of construction, the following information:

      (i) The names and addresses of the general, mechanical and electrical contractors Tenant intends to engage in the construction of Tenant Finish Work and copies of proposed contracts executed by Tenant. (The term "Contractor" as used hereinafter shall mean Tenant's general contractor or, if Tenant does not use a general contractor, then all contractors with whom Tenant contracts directly for Tenant Finish Work. The term "Subcontractors" shall mean and refer to all entities contracting with the Contractor to complete Finish Work.)

      (ii) A schedule setting forth the commencement date of construction of Tenant Finish Work and the date of completion of construction of Tenant Finish, fixturing work, and date of projected opening.

      (iii) Copies of performance and/or labor and material bonds, if so required by Tenant from the Contractor and Subcontractors.

      (iv) Itemized statement of estimated construction costs, architectural, engineering and contracting fees.

(v) Evidence of insurance as called for herein. Tenant shall secure, pay for and maintain, or cause its contractor(s) to secure, pay for and maintain, during the continuance of construction and fixturing work within Tenant's Leased Premises, all insurance policies required and in the amounts as set forth herein. Tenant shall not permit, and Tenant's Tenant Finish contracts shall prohibit its Contractor to commence any work until all required insurance has been obtained and certified copies of policies have been delivered to Landlord.

B. Insurance: Tenant shall secure, pay for and maintain, or cause its Contractor to secure, pay for and maintain, during the continuance of construction and fixturing work within Tenant's Leased Premises, the following insurance and in the amounts as set forth below:

i) Tenant's Contractor's and Subcontractor's Required Minimum Coverages and Limits of Liability:

(a) Workmen's Compensation, Employer's Liability Insurance with limits of not less than $100,000.00 and as required by state law and any insurance required by any Employee by state law and any insurance required by any Employee Benefit Acts or other statutes applicable where the work is to be performed as will protect the Contractor and Subcontractors from any and all liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractor's Protective Liability) in an amount not less than $500,000.00 per person and $1,000,000.00 per occurrence whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of $1,000,000.00, Such insurance shall provide for explosion and collapse coverage, if applicable, and contractual liability coverage and shall insure the Contractor and/or Subcontractors against any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from his operations under the Contract and whether such operations are performed by the Contractor, Subcontractors, and any of their subcontractors, or by anyone directly or indirectly employed by any of them.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned in the following minimum amounts:

(1) Bodily injury, each person ($500,000);

(2) Bodily injury, each occurrence ($1,000,000);

(3) Property damage liability ($100,000).

Such insurance shall insure the Contractor and/or Subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from his operations under the Contract and whether such operations are performed by the Contractor, Subcontractors, or anyone directly or indirectly employed by any one of them.

(ii) Tenant's Protective Liability Insurance:

Tenant or Tenant's Contractor shall provide Owner's Protective Liability Insurance as will insure against any and all liability (or death resulting therefrom) and property damage liability of others or a combination thereof which may arise from work in the completion of the Leased Premises, and any other liability for damages which the Contractor and/or Subcontractors are required to insure under any provisions herein.

Landlord shall be named as additional insured. Said insurance shall be provided in minimum amounts as follows:

(a) Bodily injury, each person ($500,000);

(b) Bodily injury, each occurrence ($1,000,000);

(c) Property damage, each occurrence ($250,000);

(d) Property damage, aggregate ($250,000).

Tenant's Builder's Risk Insurance:

Tenant shall provide a complete Value Form "All Physical Loss" Builder's Risk coverage on its work in the Leased Premises as it relates to the building within which the Leased Premises is located, naming the interests of Landlord, the Contractor and all Subcontractors, as their respective interests may appear, within a radius of 100 feet of the Leased Premises.

(iii) Insurance policies shall name Landlord as additional insured. Certificates of Insurance shall provide that no change or cancellation of such insurance coverage shall be undertaken without thirty (30) days' written notice to Landlord. Tenant's Contractor shall deliver the necessary insurance certificates to Landlord prior to commencing work.

C. As provided above, Tenant shall notify Landlord of the names of the proposed Tenant Finish Work general, mechanical and electrical contractors and such contractors shall be subject to prior written approval of Landlord which approval shall not be unreasonably withheld. All Contractors and Subcontractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job. All work shall be coordinated with the general project work. Landlord shall have the right to require Tenant's Contractors and Subcontractors to provide payment and performance bonds for any or all Tenant Finish Work, such bonds to be provided at Tenant's sole cost and expense. Any bond shall be requested and provided prior to the commencement of Tenant Finish Work.

D. Tenant's Contractor and Tenant Finish Work construction shall comply in all respects with applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes. All required building and other permits in connection with the construction and completion of the Leased Premises shall be obtained and paid for by Tenant.

E. All Tenant Finish Work contracts shall be in writing and no Tenant Finish Work shall be done except pursuant to such contracts. All Tenant Finish Work contracts shall be subject to Landlord's prior written consent. Any approved Tenant Finish Work contracts (hereinafter "Contract") shall not be amended or modified without approval by Landlord. Tenant Finish Work Contract shall conform with the provisions of the Lease, including all provisions herein, and shall obligate Tenant's Contractor to complete Tenant Finish Work in accordance with the schedule referred to in Paragraph 1.B above.

F. Landlord shall have the right to perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant, any of Tenant's work which Landlord determines shall be so performed. In order to maintain Landlord's warranties and guaranties for the mechanical, electrical, safety, and fire protection systems, all Tenant Finish Work affecting these systems shall be completed by Landlord's shell subcontractors performing the respective shell work items; provided, however, at Landlord's sole option, Landlord shall have the right to allow other subcontractors to perform work on special systems which may require connection into the foregoing systems. Other work which Landlord shall have the right to have performed on behalf of and for the benefit of Tenant shall be limited to work which Landlord deems necessary to be done on an emergency basis and which pertains to structural components, the general utility systems for the project, and the erection of temporary barricades and temporary signs, per standard project details and criteria, during construction and/or the period following the opening of the center for business.

G. Tenant's Work shall be subject to the inspection and approval of Landlord, Landlord's architect and general contractor. Tenant should warrant that all work performed and material and equipment installed meet or exceed those standards or qualities approved by Landlord and Tenant on final plans and specifications. Landlord shall have the right at any time during the performance of Tenant Finish Work or thereafter to require replacement and reconstruction at Tenant's expense of Tenant Finish Work not conforming to these standards or to Tenant Finish Work Contract.

H. Tenant shall apply and pay for all utility meters except where metered service is provided by Landlord or public service agency.

I. The Tenant Finish Work Contract shall include a statement requiring the Contractor and all Subcontractors, laborers and materialmen to execute a lien waiver for any interim and final payments. A copy of the executed waiver or notice of refusal is to be immediately forwarded to Landlord.

J. Prior to commencement of any Tenant Finish Work in the premises, Tenant shall obtain from Landlord Landlord's notice which provides that Landlord is not responsible for the payment of such work and setting forth such other information as Landlord may deem necessary. Tenant shall post copies of the notice in the Premises in locations which will be visible by parties performing any work on the Premises and Tenant shall provide evidence of posting, including a photograph and a notarized statement confirming such posting. Tenant and Tenant's Contractor shall not remove, destroy, deface or otherwise modify the notice.

K. Tenant's Contractor shall indemnify and hold harmless Landlord and Landlord's representatives, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees arising out of or resulting from the performance of Tenant Finish Work which are: (I) caused in whole or in part by any negligence or omission of Tenant's Contractors, Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified hereunder; and (ii) attributable to bodily Injury, sickness, disease or death, or the destruction of tangible property, including loss of use resulting from any of the foregoing acts. In any and all claims against Landlord or its representatives or any of their agents or employees or by an employee of Tenant's Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph K not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Tenant's Contractor or any Subcontractor under Worker's Compensation Act, disability benefit acts, or other employee benefits acts.

L. In the event a Subcontractor or materialman files a mechanic's lien as a result of performing Tenant Finish Work pursuant to Tenant's Tenant Finish Contract, then provided Tenant's Contractor has been paid for such work, Tenant's Contractor shall indemnify Tenant and Landlord from said lien and shall, when requested by Tenant and/or Landlord and within thirty (30) days from said request, furnish Tenant and Landlord (as Landlord or Tenant may specify) either a bond sufficient to discharge the lien, deposit in an escrow approved by Landlord and Tenant a sum equal to 150% of the amount of such lien or obtain for Landlord an endorsement through Landlord's title insurance commitment or policy insuring against loss or damage resulting from such lien. Subject to any restrictions thereon imposed by Landlord's Mortgagee on the Building, Tenant's Contractor shall the right and opportunity, in cooperation with Landlord and tenant, to contest the validity of any such mechanics, lien by such legal means as are available, Including the right to prosecute any appeals which may be permitted by law so long as during the pendency of any contest or appeal, Tenant's Contractor shall effectively stay or prevent any official or judicial sale of any of the real property or improvements comprising the building, upon execution or otherwise, and so long as Tenant's Contractor pays any final judgment entered with respect to any such mechanic's lien and thereafter procures, within a reasonable time, record satisfaction thereof. In the event Tenant and Landlord shall be a party to any such contest or appeal, or any other action resulting from work or arising out of the performance of Tenant Finish Work by Tenant's Contractor (or any of its subcontractors, agents or employees), Tenant's Contractor shall be responsible for all legal fees and other costs and expenses incurred by Landlord and Tenant in any such action. Landlord and Tenant shall have the right to obtain separate counsel of their choice at Tenant's Contractor's expense. In the event that Tenant's Contractor fails to provide a bond, cash escrow or title endorsement, or otherwise fails to fully satisfy and obtain the release of any lien or claim in accordance with the provisions hereof, Tenant's Contractor shall be obligated to refund Tenant or Landlord, as the case may be, all monies that the latter may pay in discharging any such lien including all costs and reasonable attorney's fees incurred by Landlord or Tenant in settling, defending against, appealing or in any other dealing with any such lien.

M. Tenant shall agree to be responsible for all costs directly and indirectly related to Tenant Finish Work which have been previously approved by Tenant. This also includes any fees for architecture, engineering and administration as incurred by Landlord in relation to Tenant Finish Work performed by Tenant.

EXHIBIT D

SIGN CRITERIA

1. Tenant shall be responsible to install and maintain its own signage. Any change in the existing signage will conform to the City of Colorado Springs signage ordinance and also shall be approved by both the Tenant and Landlord.

2. Sign shall be a single lettered on a raceway and be illuminated at night.

EXHIBIT F

TENANT ESTOPPEL AND STATUS STATEMENT OF LEASE

TO:

Re: _____ ("Tenant")

_____ (the "Premises")

Gentlemen:

The undersigned is the [check one] _____ Tenant _____ Guarantor under that certain Lease of the Leased Premises (the "Lease") dated as of _____, 20__, covering _____ square feet in the building located at _____, as the Landlord and record owner of the follows: Property. The undersigned hereby certifies, as the date hereof, as

1. The Lease identified above is the Lease with _____ , as Landlord. A true, correct and complete copy of the Lease and all amendments, guaranties, security agreements, subleases and other related documents are attached hereto as Schedule 1 and incorporated herein by this reference. Said Schedule 1 consists of the following [describe documents and set forth number of pages]:

   There are not other documents and understandings between such Landlord and Tenant and/or Guarantor which relate to the Property.

2. The Lease sets forth the entire agreement between the undersigned Tenant and Landlord with respect to the leasing of the Leased Premises, including but not limited to all understandings and agreements relating to the construction or installation of any leasehold improvements by the Landlord and to the conditions precedent to occupancy of the Premises of the undersigned.

3. Tenant entered into occupancy of the Premises described in the Lease on _____, 20__, and is in possession of and occupies those Leased Premises for purposes permitted under the Lease.

4. The commencement date under the Lease was _____20__.

5. The Lease Term will expire on _____. Tenant has no rights to renew or extend the Term of the Lease or any expansion rights under the Lease, except hose (if any) set forth in the Lease.

6. Tenant has deposited with Landlord the sum of _____ Dollars ($_____ ) [in cash] as security deposit or for other purposes stated in the Lease.

7. No rents or charges have been paid in advance, except for the following rents or charges which have been paid to the date specified: _____ _____ Dollars ($_____ ) paid to _____, 20___.

8. The current Minimum Rent is _____ Dollars ($_____ ).

9. Landlord has not, as an inducement, assumed any of Tenant's Lease obligations and has made no agreements with Tenant covering fee rent, partial rent, rebate of rental payments or any other type of rental concession, except as follows:
   _____
   _____
   _____.

10. The undersigned certifies that Tenant is required to pay its pro rata share of operating expenses as set forth in the Lease. The undersigned certifies that this pro rata share is _____ . In 20__, the Tenant paid to landlord $_____ for real property taxes and $_____ for operating expenses. Moreover, Tenant is required to pay for all utilities, including water and sewer, used in and upon the Premises and is responsible for all repairs and maintenance to the HVAC/mechanical system.

11. All Minimum Rent, Percentage Rent, and other rentals under the Lease including the payment of any taxes, utilities, common area maintenance payments or other charges that are currently due have been paid, except _____ _____; all such rentals are being paid on a current basis without any claims for offsets or deductions.

12. The Lease (including all exhibits) and all related agreements and documents listed above are duly authorized, executed and delivered by Tenant and/or Guarantor and are in full force and effect and have not been assigned, modified, supplemented or amended except as indicated in Paragraph 1 above; not have the undersigned Tenant's rights in or under such Lease been assigned.

13. The Lease and the other agreements listed above represent the entire agreement between the parties as to the Premises.

14. No person or firm other than the undersigned is in possession of the Premises and to the best of the undersigned's knowledge, no person or firm other than the Landlord has a future right to the Premises.

15. The undersigned is not the subject of any pending bankruptcy, insolvency, debtor's relief, reorganization, receivership, or similar proceedings, nor the subject of a ruling with respect to any of the foregoing.

16. Except as may be specifically set forth in the Lease, Tenant does not have any right to renew or extend the Lease Term nor any option or preferential right to purchase all or any part of the Property or all or any part of the building of which the Premises are a part, nor any right, title or interest with respect to the Property other than as Tenant under the Lease.

17. There are no uncured defaults by Landlord under the Lease or any of the related agreements described above, and Tenant knows of no events or conditions which if uncured shall with the passage of time or notice or both, constitute a default by Landlord under the Lease or any of the related agreements described above. There are no existing defenses or offsets which the undersigned has against the enforcement of the Lease by Landlord.

18. The undersigned represents that the improvements and space required to be furnished according to the Lease have been duly delivered by the Landlord and accepted by the Tenant and the Premises are in good condition and not in need of repair as of the date of this Certificate.

19. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have, to the undersigned Tenant's knowledge, been satisfied.

20. As of the date hereof, the condition of the Premises is satisfactory and adequate.

21. The undersigned represents that the Landlord has not guaranteed the Lease or any of Tenant' obligations thereunder or otherwise provided Tenant with inducement that the Landlord will pay for Tenant's obligation(s) in the event that Tenant fails to pay for any obligation that Tenant is required to pay under the terms of the Lease.

22. The undersigned has been advised that _____ intends to sell the Property, including the building in which the Premises are located, to _____ or its assignee ("Purchaser"), and that in connection with such sale transaction Purchaser intends to enter into a mortgage loan with _____ ("Lender"), or another reputable lending institution, which loan will be secured by the Property, including the building, all associated real estate and all tenant leases in the building. Accordingly, Tenant understands that this Certificate shall be relied upon by Purchaser and by Lender, or by such other lending institution as may be involved in the mortgage loan transaction.

23. The undersigned has not dumped, spilled or in any other manner deposited any hazardous waste substances on the Property. The undersigned has received no notice of and has no knowledge of any violation or claimed violation of any law, rule or regulation relative to hazardous was substances. The undersigned has not used, and the undersigned has no knowledge of any use of, the project for the storage of oils, other products of petroleum distillation or other hazardous material.

It is understood that you require this Certificate from the undersigned as a condition to the purchase of the Property from the Landlord, and that you are relying on this Certificate. After receipt of notice from Landlord that the sale has been completed, the undersigned will honor the assignment of Landlord's interest in the Lease.

Dated _____, _____. _____ TENANT: [check one]

____ GUARANTOR:

By: _____

Its: _____

STATE OF COLORADO )

) ss.

COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

Witness my hand and official seal.

My Commission expires:

(SEAL)

Notary Public

Address:

EXHIBIT H

Tenant shall pay the following amounts in Base Minimum Rent:

| Month/Year | Base Monthly Rent | Sqm | Rate |
|---|---|---|---|
| 09/1/15 - 12/31/15 | Rent Free | -0- | Na |
| 01/1/16 - 10/31/16 | $2,800.00 | 980 | 3780 |
| 11/1/16 - 10/31/17 | $2,800.00 | 980 | 3780 |
| 11/1/17 - 10/31/18 | $2,940.00 | 980 | 3920 |
| 11/1/18 - 10/31/19 | $3,080.00 | 980 | 4060 |
| 11/1/19 - 10/31/20 | $3,220.00 | 980 | 4200 |

In addition to the monthly Base Minimum Rent set forth above, Tenant shall its pro rata share of Additional Rent as set forth in the Lease (such as common area maintenance expenses, taxes, insurance, common area lighting maintenance, common area water and sewage charges, snow removal, parking lot maintenance and other common area maintenance in connection with the operation of the Shopping Center) which is currently estimated at $3.50 per square feet per annum (or $980 per month).

EXHIBIT K

RULES AND REGULATIONS

A. The sidewalks, entrances, halls, passages, elevators and stairways shall not be obstructed by any of the tenants or used by them for any other purpose than for ingress and egress to and from their respective Leased Premises.

B. Tenants, their agents, employees or visitors, shall not make or commit any improper noises or disturbances of any kind in the Project, or mark or defile the water closets, toilet rooms, windows, elevators or doors of the Project or interfere in any way with other tenants or those having business with them.

C. The toilet rooms, water closets, and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes, chemicals or the refuse from electrical batteries or other unsuitable substances, shall be thrown therein. Any damage from such misuse or abuse shall be borne by the tenant by whom or by whose employees or visitors it shall be caused.

D. No carpet, rug or other article shall be hung or shaken out of any window or placed in corridors as a door mat, and nothing shall be thrown or allowed to drop by the tenants, their agents, employees or visitors out of the windows or doors, or down the passages or shafts of the Project, and no tenants shall sweep or throw or permit to be thrown from the Leased Premises, any dirt or other substance into any of the corridors or halls, elevators, shafts or stairways of said Project.

E. No linoleum or oil cloth, or rubber or other airtight coverings shall be laid on the floors, nor shall articles (except for interior artwork or store fixtures) be fastened to or holes drilled or nails or screws driven into walls, windows, partitions, nor shall the walls or partitions be painted, papered or otherwise covered, or in any way marked or broken, without the prior written consent of the Landlord.

F. Nothing shall be placed on the outside of the Project, or on the windows, window sills or projections.

G. The only window treatment permitted for the windows in the Leased Premises is that approved in writing by the Landlord.

H. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of said Project except those approved in writing by Landlord. Landlord shall have the right to remove all nonpermitted signs without notice to Tenant, at the expense of Tenant.

I. After permission to install telephones, call boxes, telegraph wires or other electric wires shall have been granted, Landlord shall approve their location before installation. No wires shall be run in any part of the Project excepting by or under the direction of Landlord. Attaching of wires to the outside of the Project is absolutely prohibited. It is understood that telephones are installed solely for the use and benefit of Tenant and accordingly, Tenant will defend and save Landlord harmless from any damages thereto.

J. The Landlord shall in all cases have the right to prescribe the weight and proper position of safes or other heavy objects in the Project; and the bringing in of said safes, all furniture, fixtures or supplies, the taking out of said articles and moving about of said articles within the Project, shall only be at such times and in such manner as the Landlord shall designate; and any damage caused by any of the before-mentioned operations or by any of the said articles during the time they are in the Project, shall be repaired by Tenant at Tenant's expense.

K. No animals or birds shall be brought into or kept upon the Project.

L. No Tenant shall do or permit anything to be done in said Project, or bring or keep anything therein which will in any way increase the rate of fire insurance on the Project or on property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department or with any insurance policy upon said Project or any part thereof, or conflict with any of the rules and ordinances of the Department of Health. Tenants understand and agree that the vehicle of any tenant, its employees, agents or guests, parked in an unauthorized area, and particularly in areas designated by signs or specially painted curbs as fire lane areas, handicapped or visitor parking, may be towed away at vehicle owner's risk and expense.

M. Landlord shall not be responsible to tenants for loss of property or for any damage done to the furniture or other effects of tenants by the Landlord or any of its employees or agents or any other persons or firms unless proof of Landlord's gross negligence for such damage or loss of property is established.

N. Tenants shall see that windows are closed and the doors securely locked before leaving the Project.

O. No machinery of any kind, other than normal office machines (i.e., electric typewriters, dictating or adding machines, or similar desk-type equipment only), shall be allowed to be operated on the Leased Premises without prior written consent of Landlord.

P. No interference with the heating apparatus will be permitted. Tenants shall maintain minimum heating requirements.

Q. The use of the Leased Premises as sleeping apartments, for the preparation of foods, or for any immoral or illegal purpose is absolutely prohibited.

R. No tenant shall conduct, or permit any other person to conduct, any auction upon its Leased Premises, or store goods, wares, or merchandise upon its Leased Premises without the prior written approval of the Landlord except for the usual supplies and inventory to be used by the tenant in the conduct of its business.

S. All glass, locks and trimmings, in or about the doors and windows of the Leased Premises and all electric fixtures on the Leased Premises which belong to the Project shall be kept whole, and whenever broken by tenants or tenants' employees, agents, guests, invitees or licensees, tenants shall immediately notify Landlord of such breakage. All such breakage shall be repaired by Landlord at tenants' expense or may be repaired by tenant at tenants' own expense at the option of the Landlord.

T. Any and all damage to floors, walls or ceilings due to tenant or tenants' employees' failure to shut off running water or other liquid, shall be paid by tenant.

U. All furniture or fixtures in carpeted areas shall have carpet casters, carpet shields, or other similar protective devices.

V. No additional locks shall be placed upon any doors without the written consent of the Landlord.

W. If tenants do not keep their Leased Premises in a good state of preservation and cleanliness during the continuance of this Lease, the Superintendent of Landlord or contractor designated by Landlord may take charge of and clean the said Premises at tenants' costs.

X. Tenants will not conduct any auction, fire, bankruptcy or close-out sales without first obtaining Landlord's written consent; or utilize any unethical method of business operation, provided, however, that this provision shall not preclude the conduct of periodic season, promotional or clearance sales; will not use or permit the use of any apparatus for sound reproduction or transmission of any musical instrument or device in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Leased Premises; will not cause or permit objectionable odors to emanate or be unreasonably dispelled from the Leased Premises; and will not load or unload or permit the loading or unloading of merchandise, supplies or other property outside the areas designated therefor and will comply with Landlord's reasonable rules for the delivery and shipping of merchandise; and will use its best efforts to prevent the parking or standing outside of said area, of trucks, trailers or other vehicles or equipment engaged in such loading or unloading; and will not solicit business in parking lots or other Common Areas or distribute handbills or other advertising matter in said areas.

Y. Smoking in the building is permitted in designated areas only. Tenants are responsible for posting the appropriate smoking areas within their leased premises and complying with all statutes and ordinances pertaining thereto.

EXHIBIT L

SUBORDINATION AND ESTOPPEL AGREEMENT

THIS SUBORDINATION AND ESTOPPEL AGREEMENT (the "Agreement") is entered into this _____ day of _____, ___, by and between _____ ("Borrower"), _____ ("Tenant"), and_____ ("Lender").

RECITALS

WHEREAS, Tenant, by virtue of a certain lease ("Lease") with Borrower, as landlord, dated _____, has leased that certain parcel of real property located in the City of Colorado Springs, County of El Paso, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated by reference herein (the "Property" or the "Premises"), a copy of which Lease together with all amendments and modifications thereto is attached as Exhibit B;

WHEREAS, Borrower has an existing mortgage loan with Lender or Borrower has requested that the Lender make a mortgage loan (collectively, the "Loan") which is or shall be secured by a deed of trust (the "Deed of Trust") and other security documents (the "Loan· Documents") from the Borrower to the Lender, which Deed of Trust encumbers the Property; and

WHEREAS, the Lender has required as a condition for the maintaining of the existing Loan or the making of the Loan that a Subordination and Estoppel Agreement be executed by the Tenant.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to maintain the existing Loan or to make the Loan to Borrower, the parties do hereby agree and covenant as follows:

A. The Tenant hereby certifies, represents, warrants, confirms, covenants and agrees for the benefit of Lender as follows:

1. Tenant is the "tenant" or "lessee" under the Lease.

2. The lease is in full force and effect and has not been modified, altered, amended, changed, supplemented, terminated or superseded in any manner, except as reflected in Exhibit B.

3. The Lease constitutes a complete statement of the agreements, covenants, terms and conditions by and between Tenant and Borrower with respect to the Premises, and there are no other agreements or understandings, oral or written, between Borrower and Tenant with respect to the Premises or the Lease.

4. The Lease and all rights of Tenant thereunder are now and shall at all times continue to be subject and subordinate in all respects to the terms and provisions of the Loan, the Deed of Trust and Loan Documents, and to all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in the Agreement.

5. The primary term of the Lease is for ____ ( ) years, commencing on _____, and ending on _____. Tenant has _____ ( ) option(s) to renew and extend the term of the Lease.

6. The current monthly rental_____ Dollars ($_____ ) per month, which rental rate shall increase as provided in Exhibit H of the Lease.

7. The monthly rental installment has been paid through _____ , 20___ [to be completed by Tenant].

8. All agreements and conditions of the Lease to be performed or complied with relating to the improvement of the Premises by Borrower or the use of the Premises have been satisfied. The improvements to the Premises have been fully completed and have been approved and accepted by Tenant.

9. The Tenant has accepted possession and is in actual occupancy of the Premises and there are, as of the date of this Agreement, no defenses to Borrower's enforcement of its rights under the Lease.

10. The Tenant has no charges, liens, claims, credits or offsets against Borrower with respect to the Lease.

11. The Borrower is holding _____ Dollars ($_____ ) bond as security to secure Tenant's obligations, and no rents have been prepaid and there are no periods of free rentals applicable to the term of the Lease. The Tenant will, in no event, look to Lender for the return of any security deposit under the Lease.

12. Upon request, the Tenant will, in the future, timely execute and deliver Estoppel Letters, in form and substance satisfactory to Lender or Lender's designees or assigns.

13. The Tenant has not subleased any portion of the Premises and has not assigned, whether outright or by collateral assignment, all or any portion of the Tenant's rights under the Lease.

14. The Tenant acknowledges and agrees that by reason of the execution of this Agreement, no duty or responsibility is imposed upon Lender to perform or comply with any of the terms, provisions or conditions of the Lease to be performed by the Borrower thereunder.

15. In the event the Deed of Trust is foreclosed and the Lender succeeds to the interest of the Landlord under the Lease and further, so long as the Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, the Tenant's possession of the Premises shall not be diminished or interfered with by the Lender; provided, however, that Lender shall not be obligated to (I) construct or complete construction of any improvements to the Premises; (ii) repair or reconstruct the Premises as required under the Lease in the event of damage or destruction to or condemnation of the Property; or (iii) grant Tenant the option to purchase the Premises, if such option is contained in the Lease. Tenant agrees to attorn to Lender, but notwithstanding such attornment Lender shall not assume or be held liable for any obligations, duties or liabilities of landlord under the Lease which arose prior to the date ("Acquisition Date") of (I) Lender's acquisition of fee simple title to the Premises, and (ii) Lender's written notification to Tenant that it has so acquired fee simple title and has succeeded to the interest of Landlord named in the Lease. Further, Tenant agrees that Lender shall only be deemed to be acting as Landlord under the Lease during the period commencing on the Acquisition Date and terminating on the date Lender conveys the Property to any third party.

16. This Agreement may be modified only in writing signed by the parties of their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, successors and assigns, it being expressly understood that all references to "Lender" shall be deemed to include not only the Lender but also its successors and assigns, including any purchaser at a foreclosure sale.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

BORROWER:

_____

By: _____

Its: _____

TENANT:

_____

By: _____

Its: _____

LENDER:

_____

By: _____

Its: _____

**Exhibit 10.21**

**Commercial Lease**

THIS LEASE, is made and entered into this 1st day of December, 2014, by and between PurRecycling Corporation d.b.a. Terra Firma Recycling/Fund referred to herein as "Landlord", and GrowGeneration (Pueblo) Corporation residing at 503 North Main Street #740 Pueblo, CO 81003 referred to herein as "Tenant";

1 . Premises. In consideration of the payment of the rent hereinafter provided for and thekeeping and performance of the covenants and agreements of the Tenant hereinafter set forth, the Landlord hereby leases unto the Tenant those premises located in Block 4 Collier's Subdivision approximately 13 Lots of Las Animas, State of Colorado, as generally shown on the site plan attached hereto as Exhibit A and by this reference made part hereof (the "Premises").

2. Term. Tenant may lease the Premises with all the appurtenances for a term of 37 months, commencing on December 1st, 2014 , and terminating on December 31st, 2017, unless the lease shall be sooner terminated as hereinafter provided. This lease may be extended to Tenant for an additional three years starting on January 1st, 2018. Any extension or part thereof will be subject to re-evaluation by Landlord.

3. Rent. Tenant shall pay to Landlord, as rent for the full term hereafter for the Premises, the sum of ($36,000.00). The monthly rental amount of $1000.00 will be due and payable by January 1st, 2015 and by the 1st day of each calendar month thereafter. Rent shall be payable in advance and without notice at the office of the Landlord at 2400 Nevada Avenue, Trinidad Colorado 81082 (a.k.a. The Water Station) or at such other place as Landlord from time to time designates in writing. Notwithstanding the foregoing, the first installment of rent payable hereunder shall be payable by Tenant concurrently with execution of this Lease.

4 . Utility Charges. It is agreed that in addition to any other sums to be paid by Tenant, all assessments for water and septic rents that may be levied against the leased Premises during the continuance of the Lease shall be paid by the Tenant, and that all charges for heating, electrical, lighting, and telephone services or any other services contracted by Tenant to the Premises shall be paid by the Tenant as the same become due and payable.

5 . Injury or Damage. Landlord shall not be responsible to the Tenant for loss of property in or from the Premises, or for any damage done to furniture, fixtures or effects therein, however occurring, nor shall the Landlord be liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, or accident occurring in or to the Premises or adjacent premises, or other parts of the above Premises than herein demised, or by reason of the negligence or default of the owners or occupants thereof, or any other person, nor liable for any injury or damage occasioned by defective electrical wiring, loss of power, or the breakage or stoppage of the plumbing or sewerage upon the premises or upon adjacent premises, whether such breakage or stoppage results from freezing or otherwise.

6. Inspection. Landlord or its agents shall have the right at any time to enter the Premises by giving reasonable notice of such to the Tenant to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof. The Landlord shall at all times have the right, at its election, to make such alterations of, changes in, or additions to any adjoining buildings, if any, not leased to the Tenant, as may appear desirable to the Landlord, and to demolish and/or dispose of the adjoining premises as it shall elect, at Landlord's sole expense.

7 . Alterations. The Tenant shall not make any alterations in the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

8. Fixtures. Any alterations made in the building located on the Premises (the "Building") by the Tenant and any equipment or fixtures built into the Premises by the Tenant shall upon the termination of this Lease become the sole property of the Landlord.

9 . Use. It is understood and agreed that the only business to be conducted from the Premises shall be Sales of Garden and Grow Supplies and Hydroponics. Tenant shall not use the Premises for any other purposes without the prior written consent of Landlord. Tenant also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado County of Las Animas or of any ordinances, regulations, or orders of the City of Trinidad or other public authority affecting the Premises.

10. Maintenance and Repair.

(a) Tenant's Obligation to Maintain and Repair. Tenant covenants to maintain, repair, replace and keep all exterior signage, lighting fixtures as well as the interior of the Building, and all improvements, fixtures and personal property therein, including, but not limited to, all bay doors, all restrooms, and all plumbing, electrical, and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith, including but not limited to the costs of maintaining the Premises in compliance with the Americans with Disabilities Act of 1990, to the extent it applies to Tenants occupying the Premises. All maintenance and repairs by Tenant shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises.

(b) Landlord's Obligation to Maintain and Repair. So long as Tenant is not in default under the terms of this Lease, Landlord covenants and agrees to maintain, repair, replace and keep the exterior walls and roof of the Building (excluding glass, signage, bay doors, and lighting), and the driveways and sidewalks located on the Premises, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances. orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith.

(c) No Abatement for Repairs. There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Landlord, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

(d) Electricians. Landlord will direct licensed electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the written consent of the Landlord. The location of telephones, call boxes, and other office equipment affixed to the Premises shall be subject to the approval of Landlord

(e) Landlord's Consent Required. Tenant shall not sell, assign, mortgage, pledge, hypothecate, encumber, or otherwise transfer this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or suffer or permit the Premises or any part thereof to be occupied by any third person (the agents, employees, invites, and customers of Tenant excepted), without the prior written consent of Landlord in each instance and any attempt to do so without such consent shall be voidable and, at Landlord's election, shall constitute a non-curable default under this Lease. Subject to the terms and conditions of this lease.

11. Landlord's Services. So long as Tenant is not in default under the terms of this Lease, Landlord shall furnish the following services:

(a) Subject to Section 4 above, electricity, telephone and water connections to the Premises.

(b) Sweeping of any driveway (including snow and ice removal) located on the Premises during those times that similar services are provided to the The Water Station property which is owned by Landlord, and which is adjacent to the Premises on the east ("Landlord's Adjacent Property").

(c) Forklift/Skidsteer services shall be provided by Landlord to Tenant for a fee of $150.00/month, which is included in the monthly rent amount of $1000.00 for the purpose of unloading and loading material on an as needed basis at the leased and described property herein. Such services will be limited to no more than 15 hours per month. Tenant agrees not to hold Landlord liable for any damage or injury that may occur to any person or property while providing such service.

12. Other Covenants of Tenant.

(a) Compliance with Insurance Requirements. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.

(b) No Waste or Impairment of Value. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste

(c) No Nuisance Noxious or Offensive Activity. Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or may become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

(d) No Unsightliness. Tenant covenants and agrees that no unsightliness detected by Landlord shall be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises: no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on or in the Premises. No storage of abandoned vehicles shall be permitted on the Premises: and no vehicles shall remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.

(e) Environmental Compliance and Indemnity. Tenant covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Tenant shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Tenant agrees. at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up- related activities and all other appropriate remedial action. Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability. including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Landlord resulting from any failure to comply with the provisions of this Sectionl2(e). Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenants violation of or failure to comply with the provision of this Section 12(e), with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Landlord. The provisions of this Section 12(e) shall survive the expiration or termination of this Lease.

(f) Restrictions on Signs. Tenant covenants and agrees that signs and advertising devices of any nature shall be erected and maintained by or on behalf of Tenant on the Premises such shall be (i) in compliance with all zoning or other applicable regulations of any governmental body or authority having jurisdiction thereof, and (ii) approved in writing by Landlord and (iii) paid for by Tenant

(g) Taxes.

(i) Tenant's Taxes. During the term of this Lease, Tenant shall pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Tenant's personal property located in or used in connection with the Premises, and all sales, use, and other taxes levied on or in connection with the operation of Tenant's business in the Premises.

(ii) Real Property Taxes. Real property taxes and assessments are payable with respect to the Premises for each lease year during the term of this Lease shall be paid as follows:

(A) Additional Taxes levied against leased property because of business by the Tenant shall be paid to Landlord

(B) Property Taxes that are not additional taxes levied against leased property because of Business by the Tenant shall be paid by the Landlord

Tenant shall pay its portion of such taxes and assessments to Landlord due immediately upon receipt.

13. Condition of the Premises. The taking of possession of the Premises by the Tenant shall be conclusive evidence as against the Tenant that the Premises were in satisfactory condition when possession of the same was taken. Tenant shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.

14. Common Areas. Subject to the terms of this Lease, Tenant, and its employees. agents, guests and invitees, shall have a non-exclusive right of ingress and egress to and from the Premises over and across that portion of the Landlord's Adjacent Property generally identified on Exhibit A as the "Common Areas."

15. Parking. During the term of this Lease, Landlord shall provide to Tenant that number of parking spaces which are required to be provided with respect to the Premises pursuant to the applicable zoning regulations of the County of Las Animas, Colorado, Such parking spaces shall be for the non-exclusive use of Tenant and its employees, agents, guests and invitees and shall be located within that portion of the Common Areas identified on Exhibit A as "Common Area Parking." Landlord shall have the right at any time to change the arrangement or location of, or to regulate the use of, the Common Area Parking areas without incurring any liability to Tenant.

16. Condemnation. If the whole or a substantial part of the Premises leased by Tenant shall be taken for any public or quasi-public use, under any statute or right of eminent domain or purchase by the governmental authority in lieu of or under threat of any such taking, then, when possession shall be taken of the Premises, or any part thereof, the term herein demised and all rights of the Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination.

17. Insolvency. It is further agreed between the parties hereto that if the Tenant shall be declared insolvent or bankrupt, or if any assignment of the Tenant's property shall be made for the benefit of creditors or otherwise, or if the Tenant's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Tenant, whether under the operation of the state or the federal statutes, then and in any such case, the Landlord may at its option immediately, with or without notice (notice being expressly waived). terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Tenant hereunder. Tenant will not allow leased property to be encumbered by its actions.

18. Tenant's Default. The Tenant will observe and perform in all things the conditions and agreements herein set forth to be observed and performed by the Tenant, and if default be made by the Tenant in payment of said rent, or in any installment or part thereof, or if default in performance of other conditions and agreements be made by the Tenant, and such non-monetary default shall continue for a period of ten days after written notice of such default be given by the Landlord to the Tenant, then in either case, in addition to any other remedy Landlord may have against Tenant, it shall be lawful for the Landlord to terminate Tenant's right to possession under this Lease, and to re-enter and repossess the Premises, and to remove there from any personal property belonging to the Tenant, without prejudice to any claim for rent or for the breach of covenants hereof.

19. Default by landlord. Landlord shall not be deemed to be in default in the performance of any obligation under this Lease unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice by Tenant to Landlord specifying such failure; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are required for its cure, then Landlord shall not be deemed to be in default if it commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. Landlord for a default by Landlord of this Lease, the judgment shall be satisfied only out of the interest of Landlord in the Building and neither Landlord nor any of its partners, officers, employees, or agents shall be personally liable for any such default or for any deficiency.

20. Abandonment and/or Default. If the Tenant shall abandon or vacate the Premises before the end of the term of this Lease or shall suffer the rent to be in arrears, or if Tenant is otherwise in default under this Lease, the Landlord may, at its option and without notice. enter the Premises, remove any sign of the Tenant therefrom and re-let the same or any part thereof as it may see fit without retaking, voiding, or terminating this Lease. and for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as may be necessary or desirable, in the opinion of the Landlord, for the purpose of such re-letting, and, if a sum shall not be realized from such re-letting to equal the monthly rental above stipulated to be paid by the Tenant, the Tenant will pay such deficiency each month upon demand therefor. Landlord shall not be required to re-let the subject Premises in order for Tenant to be liable for continuing obligations under the Lease, in the event that the Tenant violates any of the terms and conditions hereof.

21. Lien. The Landlord shall have at all times a valid lien for all rentals due hereunder from the Tenant upon all of the personal property of the Tenant situate in the Premises, and said property shall not be removed therefrom without the consent of the Landlord until all arrearages in rent shall have first been paid and discharged.

22. Remedies Cumulative. No reference to, nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof, whether allowed by law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.

23. Condition of Premises at End of Term. The Tenant agrees to deliver up and surrender to the Landlord possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as the Tenant obtained the same at the commencement of said term, excepting only ordinary wear and tear.

24. Holding Over. It is mutually agreed that if, after the expiration of this Lease, the Tenant shall remain in possession of the Premises, without a written agreement as to such holding; then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder plus 100%, payable in advance on the 1st day of each calendar month. Any month-to- month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 24 shall be construed to alter or impair any of Landlord's rights of re-entry or eviction or constitute a waiver thereof. After six months. if no written consent exists, Tenant agrees to vacate.

25. No Waiver. No waiver of any breach of any one or more of the conditions or covenants of the Lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. The failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreement, or warranties, except such as are expressed herein.

26. Insurance.

During the term of this Lease, Tenant shall:

(a) Be responsible for obtaining fire insurance in an amount mutually agreed upon between Landlord and Tenant sufficient to fully cover Tenant's and Landlord's improvements, fixtures and property on the Premises.

(b) Liability Insurance. Tenant shall at all times during the Term at its own cost and expense obtain and continue in force workers' compensation insurance and bodily injury liability and property damage liability insurance adequate to protect Landlord against liability for injury to or death of any person in connection with the activities of Tenant in, on or about the Premises or with the use, operation, or condition of the Premises. Such insurance at all times shall be in an amount of not less than Two Million Dollars ($2,000,000) for injuries to persons in one accident, not less than One Million Dollars (S1,000,000) for injury to any one person and not less than Five Hundred Thousand Dollars ($500,000) with respect to damage to property. The limits of such insurance shall not, however, limit the liability of Tenant hereunder. All public liability and property damage policies shall contain a provision that Landlord is named as and additional insured on the policy.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord, shall require at least 15 days written notice to Landlord of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Landlord and all individuals and entities for whom Landlord is responsible in law. Tenant shall deliver to Landlord, on the commencement date of the term of this Lease and on each anniversary thereof, certified copies or other evidence of such policies. or other evidence satisfactory to Landlord that all premiums thereof have been paid and that the policies are in full force and effect.

27. Successors. The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

28. General Provisions:

(a) Attorney Fees. In the event of a default by either party under the terms of this Lease, then the non-defaulting party shall be entitled to reimbursement of all reasonable costs incurred in efforts to enforce the terms of this Lease and/or collect monies owed under the Lease, including but not limited to the non-defaulting party's reasonable attorney fees. Both Landlord and Tenant agree that venue shall rest in Las Animas County, State of Colorado.

(b) Late Charges. In the event Tenant fails to timely pay any installment of monies as required under this Lease, then and in such event Landlord shall be entitled to collect a late fee of five percent (5%) of any such installment not paid within five days of the due date.

(c) Brokerage Fees. Landlord shall have no liability for any brokerage or finder's fees as a result of entering into this Lease.

(d) Deposit. A damage deposit of $1000.00 is payable to Landlord by Tenant upon execution of this lease to be held without accruing interest, at Landlord's option in a separate account or commingled with other funds. If Tenant fails to comply with the provisions hereof, such deposit shall be retained by Landlord in payment for its expenses or damages, but such retention shall not limit or preclude Landlord's right of action for damages or other remedies for breach of the provisions of this Lease.

(e) Guarantee. GrowGeneration (Pueblo) Corporation will guarantee the performance of Tenant's covenants and adhere to this lease.

(f) Time of the Essence. The parties hereto agree that time is of the essence of this Lease.

29. Landlord's Assignment. Landlord may. without notice. assign this Lease in whole or in part. Any such assignment shall operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Tenant shall thereafter look solely to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment.

30. Estoppel. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Landlord, execute, acknowledge and deliver a written statement ratifying this Lease and certifying any information concerning Tenant's lease and occupancy of the Premises reasonably required by Landlord.

31. Payment of Rent. In General all amounts payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided, and Landlord shall have all rights against Tenant for default in any such payment as in the case of arrears of rent.

32. Representation. If Tenant is a corporation, each individual executing this Lease on behalf of Tenant represents and warrants that Tenant is qualified to do business in Colorado and that such individual is duly authorized to execute and deliver this Lease on behalf of Tenant and shall deliver appropriate certification to that effect if requested.

33. Feasibility of Location. Tenant acknowledges that tenant has made its own independent investigation and evaluation of the feasibility of the location of the premises and the building for the operation of tenant's business. tenant further acknowledges that, in executing this lease, tenant is not in any way relying upon any statements or representations by landlord, or by landlord's agents, representatives, or employees, concerning possible volume of business, traffic in the building, future expansion or changes in the configuration of the building or the building's common areas, future tenants in the building, or any other matters or commitments relating to the premises or the building which are not specifically described in this lease.

34. Execution by Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises. This document becomes effective and binding only upon execution and delivery hereof by Tenant and by Landlord. No act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

35. Entire Agreement. This Lease, together with its exhibits (all of which are incorporated herein by this reference), contains all of the agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD- Terra Firma Recycling Corporation/Fund:

By: /s/ Kelli Vanmatre
It's: President /Executive Director
Kelli Vanmatre Date: 10/15/14

TENANT- GrowGeneration (Pueblo) Corporation:

By: /s/ Darren Lampert
It's:
Darren Lampert Date: 10/15/14

# COMMERICAL LEASE AND DEPOSIT RECEIPT

## MONTH-TO-MONTH

(October 22, 2015)

RECEIVED FROM GrowGeneration California Corp. hereinafter referred to as LESSEE, the sum of $5,300 (Five Thousand three hundred and no/100ths dollars), evidenced by $5,500 as a deposit which will below to Lessor and will be applied as follows:

| MONTH TO MONTH BASIS: | TOTAL | RECEIVED | BALANCE DUE PRIOR TO OCCUPANCY |
|---|---|---|---|
| Rent for the period from November 1, 2015 to October 31, 2016 | $5,300 | | $5,300 |
| Security deposit (not applicable toward last month's rent) | $5,300 | | $5,300 |
| Other none | -0- | | |
| Total | | | $10,600 |

In the event this Lease is not accepted by the Lessor within na days, the total deposit received will be refunded.
Lessee offers to lease from Lessor the premises described as 353 College Avenue, Santa Rosa CA 94501 ("the Premises") consisting of approximately 3,300 square feet, which is approximately 100% of the total rental square footage of the entire property upon the following terms and conditions:

1. **TERM.** The term will commence on (date) Nov. 1, 2015 and end on (date) Oct. 31, 2016 on a month-to-month basis; 60 days notice to vacate (either party).
2. **RENT.** The base rent will be $5,300per month payable on the 1st day of each month and considered advance payment for that month for the period November 1st, 2015 through October 31st, 2016;
   All rents will be paid to Lessor, at the following address
   Check payable to: David & Linda Gates, 2671 Crow Canyon Road, San Ramon, CA 94583 (Attn: BJ). In the event rent is not received by Lessor within 5 days after due date, Lessee agrees to pay a late charge of $ $200 plus interest at 12% per annum on the delinquent amount. Lessee further agrees to pay $ 50.00 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.
3. **USE.** The premises are to be used for the operation of Hydroponic & Gardeningand for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
4. **USE PROHIBITED.** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, not acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.
5. **ASSIGNMENT AND SUBLETTING.** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonable withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this lease.
6. **ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this lease.
7. **MAINTENANCE, REPAIRS, ALTERATIONS.** Unless other indicated, Lessee acknowledges that the premises are in good order and repair. Lessee will, at his or her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear accepted. Lessee will be responsible for all repairs required during the term of the lease, except the following which will be maintained by Lessor: roof, exterior walls, structural foundations (including any retrofitting required by governmental authorities) and the following: - plumbing between the building and the main connections . Landlord responsible for any major repairs A/C , heating and compliance with American with disabilities act
   Lessee ☐ will, ☐ will not maintain the property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery. No improvements or alternation of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least two (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens.
8. **ENTRY AND INSPECTION.** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time within sixty (60) days prior to the

9. **INDEMNIFICATION OF LESSOR**. Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from arty claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor far any expense incurred by Lessor in defending any such claims.

10. **POSSESSION**. If Lessor is unable so deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within na days of the commencement terns item 1.

11. **LESSEE'S INSURANCE.** Lessee, at his or her expense, will maintain plate glass, public liability, and property damage Insurance insuring Lessee and Lessor with minimum coverage as follows: $1,000 000 per occurrence Lessee will provide Lessor with a Certificate of Insurance showing lessor as additional insured. The policy will require ten (10) day's written notice to lessor prior to cancellation or material change of coverage.

12. **LESSOR'S INSURANCE.** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

13. **SUBROGATION.** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.

14. **UTILITIES.** Lessee agrees that he or she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises, except:_____

15. **SIGNS.** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wail, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld, and of appropriate governmental authorities.

16. **ABANDONMENT OF PREMISES.** Lessee will not vacate or abandon the premises at anytime during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

17. **CONDEMNATION.** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date elf condemnation; provided, however, that either party may, at his or her option, terminate this lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of arty condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him or her for his or her trade fixtures arid moving expenses.

l8. **TRADE FIXTURES.** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his or her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.

19. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term, from any cause except *act4.* qr omission of Lessee, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent which such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made within sixty (6) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.

20. **HAZARDOUS MATERIALS.** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination cause by Lessee's use of the premises.

21. **INSOLVENCY.** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

22. **DEFAULT.** In the event of any breach of this Lease by Lessee, Lessor may, at his or her option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of *the* term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his or her obligations under the Lease or which in the Ordinary course of things would be likely to result therefrom, including, but not limited to, that portion of any leasing commission paid by Lessor and applicable to the unexpired term of the lease.

    Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights anti remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any lime thereafter, elect to terminate the Lease.

Lessee [ DC ] [ ] has read this page

These provisions will not limit any other rights or remedies which Lessor may have.

23. **SECURITY.** The security deposit will secure the performance of the Lessees obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

24. **DEPOSIT REFUNDS.** The balance of all deposits will be refunded within thirty (30) days (or as otherwise required by law), from date possession is delivered to Lessor or his or her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

25. **ATTORNEY FEES.** in any action, arbitration, or other proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to a reasonable attorney fee, expert witness fees, and costs.

26. **WAIVER.** No failure of Lessor to enforce any term of this Lease will be deemed to be a waive:.

27. **NOTICES.** Any notice which either party may or is required to give, will *be* given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lesser at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

28. **HOLDING OVER.** Any holding over after the expiration of the Lease, with the consent of Owner, will be a month-to-month tenancy at a monthly rent equal to the preceding month's rent plus 12 percent payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party terminates the tenancy by giving the other party thirty (30) days written notice.

29. **TIME.** Time is of the essence of this Lease.

30. **HEIRS, ASSIGNS, SUCCESSORS.** This lease is binding upon arid inures to the benefit of the heirs, assigns, and successors of the parties.

31. **OPTION TO RENEW.** Provided that Lessee is not in default in the performance of this Lease, Lessee wilt have the option to renew the Lease for an additional term of 24 months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease will apply during the renewal term in accordance with the cost of living increase provision set forth in item 2. The option will be exercised by written notice given to lessor not less than 90 days prior to the expiration of the initial Lease term. If notice is not given within the time specified, this Option will expire.

32. **AMERICANS WITH DISABILITIES ACT.** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

33. **LESSOR'S LIABILTY.** in the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

34. **ESTOPPEL CERTIFICATE.**

    a. On ten (10) days' prior written notice from Lessor, Lessee will execute, acknowledge, and delivery to Lessor a statement in writing: [1] certifying that this Lease is unmodified and in full force and effect (or; if modified, stating the nature of such modifications and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any arc claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

    b. At Lessor's option, Lessee's failure to deliver such statement with such time will be a material breach of this Lease or wit be conclusive upon Lessee: [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

    c. If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will *be* used only for the purposes set forth.

35. **SUBORDINATION.** This Lease, at Lessor's oration, will be subordinate to any mortgage, deed of trust, or other security now existing or later placed upon the property provided, however, that Lessee's right to quiet possession will not be disturbed if LesSee IS riot in default on the payment of rent or other provision of this lease.

36. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties anti may be modified only in wiring signed by all parties. The following exhibits are a part of this Lease:

Lessee [ DC ] [ ] has read this page

Lessee [ DC ] [ ] has read this page

Property Address: 353 College Avenue Santa Rosa, CA 94501

The undersigned Lessee acknowledges that he or she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee _____ Date _____ Lessee _____ Date 10/23/15.

Darren Lampert
CEO/Chairman
GrowGeneration (USA) Corp.
503 N. Main Street, Suite 740
Pueblo, Colorado 81003

Email: Darren@growgeneration.com
Mobile: 914-924-1235

Receipt for deposit acknowledged by _____ Date _____

ACCEPTANCE

The undersigned Lessor accepts the forgoing Offer and agrees to lease the premises on the terms and conditions set forth above.

Lessor _____ Date _____ Lessor _____ Date _____
David L. Cates Linda S. Gates

Lessors Address: 2671 Crow Canyon Road
San Ramon, CA 94583

Telephone: 925-736-8176 Fax: _____
E-mail: bj@dgates.com

Lessee acknowledges receipt of a copy of the accepted Lease on (date) _____ [____] [____]

Lessee [____] [____] has read this page

**Exhibit 10.23**

## CONSULTING AGREEMENT

CONSULTING AGREEMENT dated as of April 10, 2015 (this "Agreement") by and between GrowGeneration Corp., a Colorado Corporation (the "Company") and Duane Nunez ("Consultant"), an individual with offices at 127 Justice Center Rd, Canon City, Colorado 81212.

## RECITALS

WHEREAS, the Company wishes to engage the Consultant to provide services to the Company, and the Consultant wishes to be so engaged and to provide such services, on the terms and provisions, and subject to the conditions, set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Engagement and Services.**

1.1 The Company agrees to and does hereby engage the Consultant, and the Consultant agrees to and does hereby accept engagement by the Company to (i) to maximize awareness of the Company's brand, stores and products; (ii) identify strategic partners, growers and other potential customers for the Company; and (iii) negotiate and close on sales of the Company's products to growers and other potential customers (which growers and potential customers identified by the Consultant shall be defined as "New Clients" herein). For purposes of this Agreement, New Clients shall not include any customers or clients with whom the Consultant or Green Growers, Inc. have done business prior to the date of this Agreement (ie the customers identified on Exhibit A).

1.2 The Consultant shall deliver a list of all Green Grower customers to the Company upon execution of this Agreement, a copy of which shall be attached hereto as Exhibit A. The Consultant hereby authorizes the Company to contact and/or transact business with any of such customers.

1.3 The names and date of initial contact with all New Clients shall be delivered in writing to the COO of the Company. If approved by the Company's COO, the Consultant shall be eligible to earn sales compensation for sales of goods and/or services by the Company to the approved New Clients as provided in Section 3.2 of this Agreement. New Clients not approved or denied by the Company within five (5) business days of submission shall be deemed approved.

1.4 The Company shall provide the Consultant with marketing support, including online and print materials, to assist the Consultant in its duties hereunder.

1.5 The Consultant shall render to the Company the services described above, with respect to which the Consultant shall apply its best efforts and attention to perform its duties hereunder and advance the interests of the Company. The Consultant shall report to the Chief Operating Officer and such other persons as the Chief Operating Officer may direct.

1.6 The Consultant represents and warrants that all information relating to the Company and its products, including brands, description and prices that Consultant delivers to potential customers shall be complete and accurate in all material respects.

1.7 The Company reserves the right to approve in advance any use or reference to the Company's name, likeness, image or brand in any way.

1.8 The Consultant is not authorized or entitled, nor does it have the right to bind or commit the Company (legally or otherwise) to any agreement. Any and all agreements or arrangements with third parties binding or committing the Company shall be set forth in a written document executed by an authorized representative of the Company and the Company shall be solely responsible for all obligations under such agreements.

2. **Term; Engagement Period.** The Term of this Agreement shall commence on the date hereof and shall continue for a period of two (2) years, subject to renewal for an additional period of two (2) years upon the mutual consent of both of the parties hereto. Notwithstanding the foregoing, neither party shall be obligated to extend this Agreement after the initial two (2) Term. The period during which Consultant shall serve in such capacity shall be deemed the "Term" or the "Engagement Period" and shall hereinafter be referred to as such.

3. **Compensation.**

3.1 During the first twelve (12) months of the Engagement Period, the Company shall pay the Consultant compensation of $1,200 per month. During the twelve (12) month period commencing one year from the date of this Agreement, the Company shall pay the Consultant compensation of $600 per month.

3.2 For the referral of New Clients and new business by the Consultant during the Engagement Period and in consideration of the Consultant's having entered into this agreement, the Company agrees to pay consultant compensation equal to 25% of the gross profit on all goods and services sold by the Company to the New Clients. Gross profit shall mean the total dollar amount of all sales generated from sales to New Clients at their invoiced price, less amounts for cost of goods sold, credit card processing fees, sales discounts, customer deductions and returns. Gross profit will be calculated each month and paid to the Consultant by the 10th day of the month following the month in which such sales were made. Consultant, or his representative, shall be given reasonable access to applicable Company cost and sales records for audit purposes upon five (5) business days prior written notice, and during normal business hours.

3.3 Upon execution of this Agreement, the Company will grant you five (5) year options to acquire up to 10,000 shares of the Company's common stock at a price of $.66 per share.

3.4 The Company will pay the Consultant a fee of $300 per month for a period not to exceed twelve (12) months, to lease signage at the Green Growers, Inc. store, with such signage and placement to be mutually agreed by the Company and the Consultant.

3.5 All business expenses are subject to a prior written approval by the Company's COO.

4. **Relationship.** Consultant shall be an independent contractor and not an employee of the Company. The Contractor shall pay all expenses related to Contractors services hereunder, including insurance, license and permit fees related to Contactor's business. Notwithstanding the foregoing, the Company may (but shall not be obligated) to pay or reimburse the Contractor for some expenses, provided however that any expenses must first be agreed in writing (including by email) by the Company to be eligible for reimbursement. The Contractor shall be responsible to pay all city, state, county and federal taxes for compensation earned hereunder. This Agreement shall not be construed to create between the Company and Consultant the relationship of principal or agent, employer and employee, joint venturers or co-partners. All intellectual property, ideas, innovation, discoveries, inventions and other rights that are developed, in whole or in part, by the Consultant or its affiliates during the course of Consultant's engagement hereunder shall be deemed the sole property of the Company.

5. **Non-Circumvent; Non-Compete; Confidentiality.** During the Term of this Agreement, the Company may introduce the Consultant to its employees, management, consultants and individuals and companies who may be potential clients or customers of the Company. The Consultant hereby agrees that it will not make any contract or contact with, deal with, or otherwise engage in any commercial transaction with any of such Persons without the written permission of the Company. The Consultant further agrees that it will not hire, engage or otherwise enter into a commercial transaction with any officer, director, employee or consultant of the Company during the Term of this Agreement and for a period of two (2) years after the Termination of this Agreement without the prior written consent of the Company. The Consultant covenants and agrees that during the Term of this Agreement and a period of one (1) year thereafter, the Consultant shall not, directly or indirectly, manage, operate or control, or participate in the ownership, management, operation or control of, or otherwise become interested in (whether as an owner, stockholder, member, partner, lender, consultant, Consultant, officer, director, agent, supplier, distributor or otherwise) any business which is competitive with the business of the Company or any of its subsidiaries or affiliates, or, directly or indirectly, induce or influence any person that has a business relationship with the Company or any of its subsidiaries or affiliates to discontinue or reduce the extent of such relationship. The Consultant agrees to keep confidential all written information relating to the Company's pricing, products, planning, marketing strategies, ideas, know-how, customers, suppliers, sales estimates, business plans, client lists, profit margins, media lists, databases, formulas and any other information and to not disclose any of same to any party. Consultant agrees that any contacts, referrals provided to the Company shall be the intellectual property of the Company.

6. **Termination.** This Agreement may be terminated prior to the end of the Engagement Period by either party on thirty (30) days written notice to the other party. In the event that this Agreement is terminated, all obligations of the parties, except for the payment provisions of Sections 3.1, 3.2 and 3.4, which shall continue for the entire Engagement Period of this Agreement, shall thereupon immediately terminate.

7. **General Provisions.**

7.1 **Notices.** All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given only if delivered to the addressee in person or mailed by certified mail, return receipt requested, to the address as included in the Company's records or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph. Any party hereto may change its or his address for the purpose of receiving notices, demands and other communications as herein provided, by a written notice given in the manner aforesaid to the other party hereto.

7.2 **Benefit of Agreement and Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, administrators, successors and assigns; provided, however, that Consultant may not assign any of his rights or duties hereunder except upon the prior written consent of the President of the Company.

7.3 **Applicable Law.** IRRESPECTIVE OF THE PLACE OF EXECUTION OR PERFORMANCE, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE INTERPRETED, GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH AND UNDER THE LAWS OF THE STATE OF COLORADO APPLICABLE TO AGREEMENTS ENTERED INTO AND WHOLLY PERFORMED THEREIN WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS. THE PARTIES CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF COLORADO AND THE UNITED STATES DISTRICT COURT FOR THE STATE OF COLORADO FOR ALL PURPOSES IN CONNECTION WITH ANY ACTION OR PROCEEDING INVOLVING A CLAIM, DISPUTE OR CONTROVERSY WITH RESPECT TO THIS AGREEMENT NOT OTHERWISE SUBJECT TO BINDING ARBITRATION AS SET FORTH UNDER SECTION 7.11 OF THIS AGREEMENT.

7.4 **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience of reference only and are not intended to be part of or to effect the meaning or interpretation of this Agreement.

7.5 **Severability.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

7.6 **Entire Agreement.** This Agreement contains the entire Agreement of the parties, and supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which is not embodied herein, and that no other Agreement, statement or promise not contained in this Agreement shall be valid or binding.

7.7 **Amendments.** This Agreement may be modified or amended only by an Agreement in writing signed by the Company and Consultant.

7.8 **Waiver.** No waiver of any provision hereof shall be valid unless made in writing and signed by the party making the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

7.9 **Authority.** Each party hereto represents and warrants that it or he has the power and authority to execute and deliver this Agreement and to perform its or his obligations hereunder.

7.10 **Compliance with Laws and Policies.** Consultant agrees that he will at all times comply strictly with all applicable laws and all current and future policies of the Company.

7.11 **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement, other than matters pertaining to injunctive relief, including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, shall, upon the written demand of either party served upon the other party, be submitted to arbitration. Such arbitration shall be held in the City of Denver, State of Colorado, and conducted in accordance with the Rules of the American Arbitration Association.

7.12 **Purchases of goods from the Company by the Consultant.** During the Engagement Period, Consultant shall be entitled to purchase any Products sold by the Company at the Company's cost, provided such purchases are for the private use of the Consultant.

**IN WITNESS WHEREOF,** the parties hereto have executed the above Agreement as of the day and year first above written:

**GROWGENERATION CORP.**

By: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

**CONSULTANT**

By: /s/ Duane Nunez
Name: Duane Nunez

**CONSULTING AGREEMENT**

CONSULTING AGREEMENT dated as of April 10, 2015 (this "Agreement") by and between GrowGeneration Pueblo Corp., a Colorado Corporation (the "Company") and ("Consultants") Lindsay Schmitt and Cody Schmitt individuals residing at ---------- Colorado

**RECITALS**

WHEREAS, the Company wishes to engage the Consultants to provide services to the Company, and the Consultants wish to be so engaged and to provide such services, on the terms and provisions, and subject to the conditions, set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Engagement and Services.**

1.1 The Company agrees to and does hereby engage the Consultants, and the Consultants agree to and does hereby accept engagement by the Company to (i) to maximize awareness of the Company's brand, stores and products; (ii) identify strategic partners, growers and other potential customers for the Company; and (iii) negotiate and close on sales of the Company's products to growers and other potential customers (which growers and potential customers identified by the Consultant shall be defined as "New Clients" herein). For purposes of this Agreement, New Clients shall not include any customers or clients with whom the Consultants or Happy Grow Lucky. have done business prior to the closing of this Agreement (ie the customers identified on Exhibit A). The Consultants services described in this section may be provided remotely by telephone, email or other similar means.

1.2 The Consultants shall deliver a list of all Happy Grow Lucky customers to the Company upon the closing of the Inventory Purchase and execution of this Agreement, a copy of which shall be attached hereto as Exhibit A. The Consultants hereby authorizes the Company to contact and/or transact business with any of such customers.

1.3 The names and date of initial contact with all New Clients shall be delivered in writing to the COO of the Company. If approved by the Company's COO, the Consultants shall be eligible to earn sales compensation for sales of goods and/or services by the Company to the approved New Clients as provided in Section 3.2 of this Agreement. New Clients not approved or denied by the Company within five (5) business days of submission shall be deemed approved. Approval shall not be unreasonably withheld. The Consultants services described in the Section may be provided remotely by telephone, email or other similar means.

1.4 The Company shall provide the Consultants with marketing support, including online and print materials, to assist the Consultants in its duties hereunder.

1.5 The Consultants shall render to the Company the services described above, with respect to which the Consultants shall apply its best efforts and attention to perform its duties hereunder and advance the interests of the Company. The Consultants shall report to the Chief Operating Officer and such other persons as the Chief Operating Officer may direct .The Consultants will be deemed to have fulfilled their obligations under this Section 1.5 if they collectively spend at least 20 hours per month performing the services described in Section 1.1

1.6 The Consultants represent and warrant that all information relating to the Company and its products, including brands, description and prices that Consultants delivers to potential customers shall be complete and accurate in all material respects.

1.7 The Company reserves the right to approve in advance any use or reference to the Company's name, likeness, image or brand in any way.

1.8 The Consultants are not authorized or entitled, nor does it have the right to bind or commit the Company (legally or otherwise) to any agreement. Any and all agreements or arrangements with third parties binding or committing the Company shall be set forth in a written document executed by an authorized representative of the Company and the Company shall be solely responsible for all obligations under such agreements.

2. **Term; Engagement Period.** The Term of this Agreement shall commence on the date hereof and shall continue for a period of one **(1)** year. The period during which Consultants shall serve in such capacity shall be deemed the "Term" or the "Engagement Period" and shall hereinafter be referred to as such.

3. **Compensation.**

3.1 During the twelve (12) months of the Engagement Period, the Company shall pay the Consultants compensation of $420 per month each.

3.2 For the referral of New Clients and new business by the Consultants during the Engagement Period and in consideration of the Consultant's having entered into this agreement, the Company agrees to pay consultants compensation equal to 25% of the gross profit on all goods and services sold by the Company to the New Clients. Gross profit shall mean the total dollar amount of all sales generated from sales to New Clients at their invoiced price, less amounts for cost of goods sold, credit card processing fees, sales discounts, customer deductions and returns. Gross profit will be calculated each month and paid to the Consultants by the 10th day of the month following the month in which such sales were made. Consultants, or their representative, shall be given reasonable access to applicable Company cost and sales records for audit purposes upon five (5) business days prior written notice, and during normal business hours.

3.3 All business expenses are subject to a prior written approval by the Company's COO.

4. **Relationship.** Consultants shall be independent contractors and not employees of the Company. The Contractors shall pay all expenses related to Contractors services hereunder, including insurance, license and permit fees related to Contactor's business. Notwithstanding the foregoing, the Company may (but shall not be obligated) to pay or reimburse the Contractors for some expenses, provided however that any expenses must first be agreed in writing (including by email) by the Company to be eligible for reimbursement. The Contractors shall be responsible to pay all city, state, county and federal taxes for compensation earned hereunder. This Agreement shall not be construed to create between the Company and Consultants the relationship of principal or agent, employer and employee, joint ventures or co-partners.

5. **Non-Circumvent; Non-Compete; Confidentiality.** During the Term of this Agreement, the Company may introduce the Consultants to its employees, management, and individuals and companies who may be potential clients or customers of the Company. The Consultants hereby agree that it will not make any contract or contact with, deal with, or otherwise engage in any commercial transaction with any of such Persons without the written permission of the Company. The Consultants further agree that it will not hire, engage or otherwise enter into a commercial transaction with any officer, director, employee or consultant of the Company during the Term of this Agreement and for a period of two(2) years after the Termination of this Agreement without the prior written consent of the Company. The Consultant covenants and agrees that during the Term of this Agreement and a period of two (2) years thereafter, the Consultant shall not, directly or indirectly, manage, operate or control, or participate in the ownership, management, operation or control of, or otherwise become interested in (whether as an owner, stockholder, member, partner, lender, consultant, officer, director, agent, supplier, distributor or otherwise) any business which is competitive with the business of the Company or any of its subsidiaries or affiliates, or, directly or indirectly, induce or influence any person that has a business relationship with the Company or any of its subsidiaries or affiliates to discontinue or reduce the extent of such relationship. The Consultants agree to keep confidential all written information relating to the Company's pricing, products, planning, marketing strategies, ideas, know-how, customers, suppliers, sales estimates, business plans, client lists, profit margins, media lists, databases, formulas and any other information and to not disclose any of same to any party.

6. **Termination.** This Agreement may be terminated prior to the end of the Engagement Period by either party on sixty (60 days written notice to the other party. In the event that this Agreement is terminated, all obligations of the parties, except for the payment provisions of Sections 3.1 and 3.2, which shall continue for the entire Engagement Period of this Agreement, shall thereupon immediately terminate.

7. **General Provisions.**

7.1 **Notices.** All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given only if delivered to the addressee in person or mailed by certified mail, return receipt requested, to the address as included in the Company's records or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph. Any party hereto may change its or his address for the purpose of receiving notices, demands and other communications as herein provided, by a written notice given in the manner aforesaid to the other party hereto.

7.2 **Benefit of Agreement and Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, administrators, successors and assigns; provided, however, that Consultants may not assign any of their rights or duties hereunder except upon the prior written consent of the CEO of the Company.

7.3 **Applicable Law.** IRRESPECTIVE OF THE PLACE OF EXECUTION OR PERFORMANCE, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE INTERPRETED, GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH AND UNDER THE LAWS OF THE STATE OF COLORADO APPLICABLE TO AGREEMENTS ENTERED INTO AND WHOLLY PERFORMED THEREIN WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS. THE PARTIES CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF COLORADO AND THE UNITED STATES DISTRICT COURT FOR THE STATE OF COLORADO FOR ALL PURPOSES IN CONNECTION WITH ANY ACTION OR PROCEEDING INVOLVING A CLAIM, DISPUTE OR CONTROVERSY WITH RESPECT TO THIS AGREEMENT NOT OTHERWISE SUBJECT TO BINDING ARBITRATION AS SET FORTH UNDER SECTION 7.11 OF THIS AGREEMENT.

7.4 **Captions.** The captions appearing at the commencement of thesections hereof are descriptive only and for convenience of reference only and are not intended to be part of or to effect the meaning or interpretation of this Agreement.

7.5 **Severability.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid. illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

7.6 **Entire Agreement.** This Agreement contains the entire Agreement of the parties, and supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which is not embodied herein, and that no other Agreement, statement or promise not contained in this Agreement shall be valid or binding.

7.7 **Amendments.** This Agreement may be modified or amended only by an Agreement in writing signed by the Company and Consultants.

7.8 **Waiver.** No waiver of any provision hereof shall be valid unless made in writing and signed by the party making the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

7.9 **Authority.** Each party hereto represents and warrants that it or he has the power and authority to execute and deliver this Agreement and to perform its or his obligations hereunder.

7.10 **Compliance with Laws and Policies.** Consultants agree that they will at all times comply strictly with all applicable laws and all current and future policies of the Company.

7.11 **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement, other than matters pertaining to injunctive relief, including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, shall, upon the written demand of either party served upon the other party, be submitted to arbitration. Such arbitration shall be held in the City of Denver, State of Colorado, and conducted in accordance with the Rules of the American Arbitration Association.

7.12 **Purchases of goods from the Company by the Consultants.** During the Engagement Period, Consultants shall be entitled to purchase any Products sold by the Company at the Company's cost, provided such purchases are for the private use of the Consultant.

7.13 **Training.** Consultant, Lindsay Schmitt and or Cody Schmitt agree to work for the Company and help train an employee in the operation of the business for a minimum of 30 days.. The Employment is to be on a part time basis at a cost of $14 per hour. The employment may be terminated by either party.

**IN WITNESS WHEREOF,** the parties hereto have executed the above Agreement as of the day and year first above written:

**GROWGENERATION CORP.**

By: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

**CONSULTANT**

By: /s/ CODY SCHMITT
Name CODY SCHMITT

**CONSULTANT**

By: /s/ Lindsay Schmitt
Name: Lindsay Schmitt

**Exhibit 10.25**

## CONSULTING AGREEMENT

CONSULTING AGREEMENT dated as of October 28th, 2015 (this "Agreement") by and between GrowGeneration California Corp., a Delaware Corporation (the "Company") and Troy Sowers, ("Consultant"), an individual who resides at Troy Sowers California

## RECITALS

WHEREAS, the Company wishes to engage the Consultant to provide services to the Company, and the Consultant wishes to be so engaged and to provide such services, on the terms and provisions, and subject to the conditions, set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Engagement and Services.**

1.1 The Company agrees to and does hereby engage the Consultant, and the Consultant agrees to and does hereby accept engagement by the Company to (i) maximize awareness of the Company's brand, stores and products; (ii) identify strategic partners, growers and other potential customers for the Company; and (iii) negotiate and close on sales of the Company's products to growers and other potential customers (which growers and potential customers identified by the Consultant shall be defined as "New Clients" herein). For purposes of this Agreement, New Clients shall not include any customers or clients with whom the Consultant has done business prior to the date of this Agreement (ie the customers identified on Exhibit A).

1.2 The Consultant shall deliver a list of all customers to the Company upon execution of this Agreement, a copy of which shall be attached hereto as Exhibit A. The Consultant hereby authorizes the Company to contact and/or transact business with any of such customers.

1.3 The names and date of initial contact with all New Clients shall be delivered in writing to the COO of the Company. If approved by the Company's COO, the Consultant shall be eligible to earn sales compensation for sales of goods and/or services by the Company to the approved New Clients as provided in Section 3.2 of this Agreement.

1.4 The Company shall provide the Consultant with marketing support, including online and print materials, to assist the Consultant in its duties hereunder.

1.5 The Consultant shall render to the Company the services described above, with respect to which the Consultant shall apply its best efforts and attention to perform its duties hereunder and advance the interests of the Company. The Consultant shall report to the Chief Operating Officer and such other persons as the Chief Operating Officer may direct.

1.6 The Consultant represents and warrants that all information relating to the Company and its products, including brands, description and prices that Consultant delivers to potential customers shall be complete and accurate in all material respects.

1.7 The Company reserves the right to approve in advance any use or reference to the Company's name, likeness, image or brand in any way.

1.8 The Consultant is not authorized or entitled, nor does it have the right to bind or commit the Company (legally or otherwise) to any agreement. Any and all agreements or arrangements with third parties binding or committing the Company shall be set forth in a written document executed by an authorized representative of the Company and the Company shall be solely responsible for all obligations under such agreements.

2. **Term; Engagement Period.** The Term of this Agreement shall commence on the date hereof and shall continue for a period of one (1) year, subject to renewal for an additional period of one (1) year upon the mutual consent of both of the parties hereto. Notwithstanding the foregoing, neither party shall be obligated to extend this Agreement after the initial one (1) Term. The period during which Consultant shall serve in such capacity shall be deemed the "Term" or the "Engagement Period" and shall hereinafter be referred to as such.

3. **Compensation.**

3.1 During the twelve (12) months of the Engagement Period, the Company shall pay the Consultant compensation of $1,200 per month.

3.2 For the referral of New Clients and new business by the Consultant during the Engagement Period and in consideration of the Consultant's having entered into this agreement, the Company agrees to pay consultant compensation equal to 25% of the gross profit on all goods and services sold by the Company to the New Clients. Gross profit shall mean the total dollar amount of all sales generated from sales to New Clients at their invoiced price, less amounts for cost of goods sold, credit card processing fees, sales discounts, customer deductions and returns. Gross profit will be calculated each month and paid to the Consultant by the 10th day of the month following the month in which such sales were made.

3.3 Upon execution of this Agreement, the Company will grant the Consultant five (5) year options to acquire up to 25.000 shares of the Company's common stock at a price of $.66 per share.

4. **Relationship.** Consultant shall be an independent contractor and not an employee of the Company. The Consultant shall pay all expenses related to Consultants services hereunder, including insurance, license and permit fees related to Consultants business. Notwithstanding the foregoing, the Company may (but shall not be obligated) to pay or reimburse the Consultant for some expenses, provided however that any expenses must first be agreed in writing (including by email) by the Company to be eligible for reimbursement. The Consultant shall be responsible to pay all city, state, county and federal taxes for compensation earned hereunder. This Agreement shall not be construed to create between the Company and Consultant the relationship of principal or agent, employer and employee, joint venturers or co-partners. All intellectual property, ideas, innovation, discoveries, inventions and other rights that are developed, in whole or in part, by the Consultant or its affiliates during the course of Consultant's engagement hereunder shall be deemed the sole property of the Company. It being expressly understood that Consultant has developed his own nutrient line and Consultant shall have the right to sell said nutrients to vendors but not current customers of MadMax without the written permission of the Company. In addition Consultant shall have the right to work as a Sales Person for a Product company but can not sell product to any current or future customers of MadMax or GrowGeneration.

5 . **Non-Circumvent; Non-Compete; Confidentiality.** During the Term of this Agreement, the Company may introduce the Consultant to its employees, management, consultants and individuals and companies who may be potential clients or customers of the Company. The Consultant hereby agrees that it will not make any contract or contact with, deal with, or otherwise engage in any commercial transaction with any of such Persons without the written permission of the Company. The Consultant further agrees that it will not hire, engage or otherwise enter into a commercial transaction with any officer, director, employee or consultant of the Company during the Term of this Agreement and for a period of two (2) years after the Termination of this Agreement without the prior written consent of the Company. The Consultant covenants and agrees that during the Term of this Agreement and a period of two (2) year thereafter, the Consultant shall not, directly or indirectly, manage, operate or control, or participate in the ownership, management, operation or control of, or otherwise become interested in (whether as an owner, stockholder, member, partner, lender, consultant, Consultant, officer, director, agent, supplier, distributor or otherwise) any business which is competitive with the business of the Company or any of its subsidiaries or affiliates, or, directly or indirectly, induce or influence any person that has a business relationship with the Company or any of its subsidiaries or affiliates to discontinue or reduce the extent of such relationship. The Consultant agrees to keep confidential all written information relating to the Company's pricing, products, planning, marketing strategies, ideas, know-how, customers, suppliers, sales estimates, business plans, client lists, profit margins, media lists, databases, formulas and any other information and to not disclose any of same to any party. Consultant agrees that any contacts, referrals provided to the Company shall be the intellectual property of the Company.

6. **Termination.** This Agreement may be terminated prior to the end of the Engagement Period by either party on seven (7) days written note to the other party. In the event that this Agreement is terminated, all obligations of the parties shall thereupon immediately terminate, except that Consultant shall be entitled to receive compensation as provided for herein to the extent it was earned prior to the Termination date.

7. **General Provisions.**

7.1 **Notices**. All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given only if delivered to the addressee in person or mailed by certified mail, return receipt requested, to the address as included in the Company's records or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph. Any party hereto may change its or his address for the purpose of receiving notices, demands and other communications as herein provided, by a written notice given in the manner aforesaid to the other party hereto.

7 . 2 **Benefit of Agreement and Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, administrators, successors and assigns; provided, however, that Consultant may not assign any of his rights or duties hereunder except upon the prior written consent of the President of the Company.

7 . 3 **Applicable Law.** IRRESPECTIVE OF THE PLACE OF EXECUTION OR PERFORMANCE, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE INTERPRETED, GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH AND UNDER THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS ENTERED INTO AND WHOLLY PERFORMED THEREIN WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS. THE PARTIES CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND THE UNITED STATES DISTRICT COURT FOR THE STATE OF DELAWRE FOR ALL PURPOSES IN CONNECTION WITH ANY ACTION OR PROCEEDING INVOLVING A CLAIM, DISPUTE OR CONTROVERSY WITH RESPECT TO THIS AGREEMENT NOT OTHERWISE SUBJECT TO BINDING ARBITRATION AS SET FORTH UNDER SECTION 7.11 OF THIS AGREEMENT.

7.4 **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience of reference only and are not intended to be part of or to effect the meaning or interpretation of this Agreement.

7 . 5 **Severability.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

7 . 6 **Entire Agreement.** This Agreement contains the entire Agreement of the parties, and supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which is not embodied herein, and that no other Agreement, statement or promise not contained in this Agreement shall be valid or binding.

7.7 **Amendments.** This Agreement may be modified or amended only by an Agreement in writing signed by the Company and Consultant.

7 . 8 **Waiver.** No waiver of any provision hereof shall be valid unless made in writing and signed by the party making the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

7 . 9 **Authority.** Each party hereto represents and warrants that it or he has the power and authority to execute and deliver this Agreement and to perform its or his obligations hereunder.

7.10 **Compliance with Laws and Policies.** Consultant agrees that he will at all times comply strictly with all applicable laws and all current and future policies of the Company.

7 . 1 1 **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement, other than matters pertaining to injunctive relief, including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, shall, upon the written demand of either party served upon the other party, be submitted to arbitration. Such arbitration shall be held in the City of Denver, State of Colorado, and conducted in accordance with the Rules of the American Arbitration Association.

**IN WITNESS WHEREOF,** the parties hereto have executed the above Agreement as of the day and year first above written:

**GROWGENERATION CALIFORNIA CORP.**

By: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

**CONSULTANT**

By: /s/ Troy Sowers
Name: Troy Sowers

**Exhibit 21.1**

**SUBSIDIARIES OF GROWGENERATION, CORP.**

| Subsidiary | Jurisdiction of Incorporation |
|---|---|
| GrowGeneration Pueblo Corp. (1) | Colorado |
| GrowGeneration California Corp. (1) | Delaware |

(1) 100% owned by GrowGeneration, Corp.

**Exhibit 23.1**

**Connolly, Grady & Cha, P.C.**

Certified Public Accountants

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 filed with the Securities and Exchange Commission of our report dated August 7, 2015 on the financial statements of Grow Generation Corp and Subsidiary. We also consent to the references to us under the heading "Experts" in this Registration Statement on Form S-1 Form AC.

Connolly, Grady + Cha, P.C.

Philadelphia, Pennsylvania

Member of the American Institute of Certified Public Accountants,
Public Company Accounting Oversight Board, and Pennsylvania Institute of Certified Public Accountants

**1608 Walnut Street, Suite 1703, Philadelphia, PA 19103 ● (215) 735-4580 ● Fax (215) 735-4584 ● www.cgcpc.com**