As filed with the Securities and Exchange Commission on May 11, 2016

Registration No. 333-207889

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

Amendment No. 1 to
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.
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1055 Washington Boulevard
Stamford, Ct. 06901
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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[2]
Shares of common stock sold to selling stockholders in 2016 Private Placement [7]	890,714	$ .70	$ 623,500	$ 62.79
Shares of common stock underlying warrants sold to selling stockholders in 2016 Private Placement [8]	890,714	$ .70	$ 623,500	$ 62.79
Shares of common stock sold to selling stockholders in 2015 Private Placement in October 2015 [5]	2,465,001	$ .70	1,725,501	$ 173.76[9]
Shares of common stock underlying warrants sold to selling stockholders in 2015 Private Placement in October 2015 [6]	2,465,001	$ .70	$ 1,725,501	$ 173.76[9]
Shares of common stock sold to selling stockholders in 2015 Private Placement in March 2015 [4]	300,000	$ .60	$ 180,000	$ 18.13[9]
Shares of common stock sold to selling stockholders in 2014 Private Placement [3]	1,000,000	$ .60	$ 600,000	$ 60.42[9]
Total	8,011,430	$	$ 5,478,002	$ 551.64[10]

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

(3) Represents shares of common stock purchased pursuant to our private placement which had a final closing in May 2014 (the "2014 Private Placement").

(4) Represents shares of common stock purchased pursuant to our private placement which had a final closing in March 2015.

(5) Represents shares of common stock purchased pursuant to our private placements which had respective final closing in October 2015 (together with the closing in March 2015, the "2015 Private Placements").

(6) Represents shares of common stock issuable upon the exercise of warrants issued in the 2015 Private Placement in October 2015 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).

(7) Represents shares of common stock purchased pursuant to our private placement which had a final closing in April 2016 (the "2016 Private Placement"). The registration fee for these securities is calculated under Section 6(b) of the Securities Act as the aggregate offering price multiplied by 0.0001007.

(8) Represents shares of common stock issuable upon the exercise of warrants issued in the 2016 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).

(9) The registration fee for these securities was paid when the Company filed the Registration Statement on Form S-1 on November 9, 2015 and is transferred and carried forward to this amendment pursuant to Rule 429 under the Securities Act.

(10) Please refer to note 9 above. The amount of registration fee to be paid for filing this Amendment is $125.57.

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.

EXPLANATORY NOTE

We are submitting this Amendment No. 1 ("Amendment") to our Registration Statement on Form S-1 that we filed with the Securities and Exchange Commission ("SEC") on November 9, 2015 (the "Registration Statement") pursuant to an SEC comment letter dated December 5, 2015 in order to revise and amend certain disclosures and information in the Registration Statement. We are also including our most recent financial statements in the Amendment to compare from inception (March 6, 2014) through December 31, 2014 to twelve months ended December 31, 2015, to replace the comparison of inception (March 6, 2014) through December 31, 2014 to nine months ended September 30, 2015 in the original Registration Statement, as well as the unaudited financial statements as of March 31, 2016.

On April 29, 2016, we closed an offering for an aggregate amount of $623,500 pursuant to which we issued 890,714 shares of common stock and 890,714 warrants. In this Amendment, we also include the number of shares we issued in the 2016 Private Placement.

Furthermore, we have also made minor revisions to disclosures throughout the Amendment to make the information contained herein consistent and clear.

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 May 11, 2016**

GrowGeneration Corp.

8,011,430 Shares
Common Stock

This prospectus relates to the offer for sale of up to an aggregate of 8,011,430 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 3,355,715 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 8,011,430 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 3 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 _____, 2016.

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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 9 retail hydroponic/gardening stores, with 8 located in the state of Colorado and 1 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. 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 four distinct channels-establishing new stores in high-value markets, acquiring existing stores with strong customer bases and strong operating histories, the development of a business to business sales team, 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	10,053,548 shares (1)
Common Stock, including Shares of Common Stock underlying Warrants, Offered by Selling Stockholders	8,011,430 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 $2,349,000. 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 8,011,430 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 1,885,000 shares of our common stock, as of May 11, 2016, 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) 2,465,001 Warrants issued to investors in the 2015 Private Placement, 890,714 warrants issued to investors in the 2016 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 and 50,000 Warrants issued to the Placement Agent in the 2016 Private Placement, which permit the Placement Agent to acquire 50,000 shares of our common stock at $.70 per share.

(2) Includes: (i) 4,655,715 shares of our common stock being sold by Investors; and (ii) 3,355,715 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. 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.

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, and our Santa Rosa, California stores in 2015. On March 1, 2016, we opened our 9th store, located in Denver, CO. 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.We compete in the specialty gardening industry, selling hydrponic and organic nutrients, soils and other gardening related products. Additionally, if demand for our hydroponic growing equipment and products continues to grow , we expect many new competitors to enter the market, as there are no significant barriers to retail sales of hydroponic growing equipment and related gardening products. More established gardening 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 and gardening 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 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, 2015 and 2016 Private Placements were made pursuant to an exemption from registration.

Our 2014, 2015 and 2016 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 our securities 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, 2015 and 2016 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, there are 8,011,430 shares of our common stock, which includes 4,655,715 shares of common stock being sold by Investors and 3,355,715 shares of common stock underlying the Investor Warrants with an exercise price of $0.70 per share, available for sale in the public market. The availability of such a large number of shares of common stock for sale in the public market 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 which consisted of shares of common stock and warrants 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 64.20% 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 4,655,715 shares of our common stock plus 3,355,715 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 May 11, 2016, we had outstanding warrants to purchase an aggregate of 3,355,715 shares of our common stock at a weighted average exercise price of $.70 and options to purchase an aggregate of 1,885,000 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 $2,349,000. 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 8 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. 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, building a business to business sales team 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.

On February 15, 2015, we opened our first non-acquired GrowGeneration store in Trinidad, Colorado. 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 business. We also issued this consultant 10,000 three (3) 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, Colorado. 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 of such business. In addition, we executed a new 3 year lease for the premises in Conifer, Colorado. at a rate of $2,400 per month.

On September 1, 2015, we signed a 5 year lease, at a rate of $3,780 to open our Colorado Springs, Colorado 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, California. 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 executed a two year lease with the landlord of Sweet Leaf Hydroponics Inc. for $5,300 per month through December 2017. We also issued this consultant 25,000 three (3) year options, exercisable at a price of $.60 per share, as additional compensation under his consulting agreement.

On November 28, 2015, the Company acquired $35,000 of inventory of Greenhouse Tech Inc., a retail store located in Colorado. The Company engaged the principal of Greenhouse Tech as a sales consultant for 1 year, at $13 per hour and 20% of the gross profits on all sales generated by sales consultant.

On March 1, 2016, we signed a 3 year lease, at a rate of $3,650 for the first year, 4,498 square feet, located in Denver, Colorado.

RESULTS OF OPERATIONS

Comparison of the three month period of March 31, 2015 to March 31, 2016

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

	Quarter Ending March 31, 2015	Quarter Ending March 31, 2016	$ Variance
Net revenue	$ 594,641	$ 1,541,599	$ 946,958
Cost of goods sold	424,446	1,049,900	625,454
Gross profit	170,195	491,699	321,504
General and administrative expenses	220,326	569,744	349,418
Operating income (loss)	(50,131)	(78,045)	(27,914)
Other income (expense)	-	1	1
(Loss) before income taxes	(50,131)	(78,044)	(27,914)
Income taxes - current benefit (expense)	-	25,403	25,403
Net (loss)	$ (50,131)	$ (52,641)	$ (2,510)

Revenue

Net revenue for the quarter ended March 31, 2016 increased $946,958 to $1,541,599 as compared to $594,641 for the quarter ending March 31, 2015. The increase was due to revenue from the retail stores that we acquired and opened during that period and the growth from our existing stores.

Cost of Goods Sold

Cost of sales for the quarter ended March 31, 2016 increased $ 625,454 to $1,049,900 as compared to $424,446 for the quarter ending March 31, 2015. The increase was due to increased sales.

Gross profit was $491,699 for the quarter March 31, 2016 as compared to $170,195 for the quarter ending March 31,2015.

General and Administrative Expenses

General and administrative expenses for the quarter ended March 31, 2016 increased $349,418 to $569,744 as compared to $220,326 for the quarter ending March 31, 2015. 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 quarter ended March 31, 2016 totaled $96,514, with (i) depreciation of $9,902 (ii) stock option compensation of $ 86,333, and (iii) bad debt expense of $279.

Net (Loss)

Net loss for the quarter ended March 31, 2016 was $52,641 as compared to a net loss of $50,131 for the quarter ending March 31, 2015. The increase in loss was primarily due to the increase in stock based compensation, payroll expenses and professional fees as well the opening of new stores.

Operating Activities

Net cash used in operating activities for the quarter was $304,151. This amount was primarily related to an increase of inventory of $574,399 offset by increases in account payable of $303,760, payroll and sales tax liabilities of $22,372 and non-cash expenses of $96,514 consisting of $86,333 stock option compensation, and depreciation of $9,902 and $279 bad debt expense.

Comparison of inception (March 6, 2014) through December 31, 2014 to twelve months ended December 31, 2015

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	Year Ended December 31, 2015	$ Variance
Net revenue	$ 1,202,366	$ 3,455,146	$ 2,252,780
Cost of goods sold	809,039	2,351,836	1,542,797
Gross profit	393,327	1,103,310	709,983
General and administrative expenses	582,982	1,617,930	1,034,948
Operating income (loss)	(189,655)	(514,620)	(324,965)
Other income (expense)	-	(14,136)	(14,136)
(Loss) before income taxes	(189,655)	(528,756)	(339,101)
Income taxes - current benefit	64,050	171,493	107,443
Net (loss)	$ (125,605)	$ (357,263)	$ (231,658)

Revenue

Net revenue for the year ended December 31, 2015 increased $2,252,780 to $3,455,146 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 year ended December 31, 2015 increased $1,542,797 to $2,351,836 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 $1,103,310 for the year ended December 31, 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 year ended December 31, 2015 increased $1,034,948 to $1,617,930 as compared to $582,982 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 year ended December 31, 2015 totaled $256,177, with (i) depreciation of $16,436; (ii) stock based compensation of $87,967; (iii) stock compensation of $141,983; and (iv) bad debt expense of $9,791.

Non-cash general and administrative expenses for the period from inception March 6, 2014 through December 31, 2014 totaled $89,902, with (i) depreciation of $3,569; (ii) stock based compensation of $86,333; and (iii) bad debt expense of $2,887.

Other Income/ Expense

Other expense for the year ended December 31, 2015 was $14,136 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 $2,916.

Net (Loss)

Net loss for the year ended December 31, 2015 was $357,263 as compared to a net loss of $125,605 for the period from inception March 6, 2014 through December 31, 2014. The increase in loss was primarily due to the increase in stock based compensation and professional fees.

Operating Activities

Net cash used in operating activities for the year ended December 31, 2015 was $1,135,639. This amount was primarily related to a net loss of $357,263, and increase of inventory of $1,003,855 offset by increases in account payable of $124,313, payroll and sales tax liabilities of $39,725 and non-cash expenses of $294,677 consisting of stock based compensation of $229,950, inventory market value reserve of $38,500, depreciation of $16,436 and bad debt expense of $9,791.

LIQUIDITY AND CAPITAL RESOURCES

As at May 11, 2016, we had cash of approximately $683,000. We had cash of $699,417 as of December 31, 2015 and a net working capital of approximately $1,630,040.

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 year ended December 31, 2015 was $1,978,214. This amount reflects proceeds from the 2015 Private Placements, along with proceeds from short-term borrowings of $48,714 and long-term debt of $23,999.

2014 Private Placement

In March 2014, we raised $600,000 from the sale of 1,000,000 shares of our common stock to seventeen (17) accredited investors, at a price of $.60 per share. All securities sold in the 2014 Private Placement were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales. 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.

2015 Private Placements

In April 2015, we raised $180,000 from the sale of 300,000 shares of our common stock to four (4) accredited investors, at a price of $.60 per share. All securities sold in this private placement were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales. We used the proceeds raised in this offering for inventory purchases and working capital.

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. On October 30, 2015, we closed the private placement with a total of 2,465,001 units sold 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 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.

2016 Private Placement

On April 29, 2016, the Company sold 890,714 units to 10 accredited investors at a price of $0.70 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 $623,500. We paid Cavu, our placement agent, a total compensation for its services of (i) five-year warrants to purchase 50,000 shares of our common stock, at an exercise price equal to $0.70 per share; and (ii) 50,000 shares of our common stock.

Our contractual cash obligations as of December 31, 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	$ 558,670	$ 153,510	$ 258,860	$ 146,300	$ -
Note payable	27,771	7,574	20,197	-	-
	$ 586,441	$ 161,084	$ 279,057	$ 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. Accounts at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At December 31, 2015 all deposit balances were fully insured by the FDIC. We have not experienced any losses in such accounts and management 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 obsolete inventory was $13,500 at December 31, 2014 and $52,000 at December 31, 2015.

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 (8% 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.

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 9 retail hydroponic/gardening stores, eight (8) 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. 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.

Research and Development

The company has not incurred any research and development expense as of today.

Customers and Suppliers

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. Currently, none of our customers accounted for more than 5% of our sales.

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 24 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 plans to offer 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. Our industry, generally referred to "Hydroponic Gardening Stores" is a highly fragmented industry with over 1,000 retail outlets throughout the U.S. Our competitive advantages, against these stores, are primarily based upon pricing, inventory and product availability and overall customer service. As we increase our number of stores and inventory per store, we are able to purchase a large amount of inventory at a lower volume sale price, and accordingly, we are able to price competitively and deliver the products that our customers are seeking. We also believe, that the consistency of a national brand and operating in multiple states, will give our customers confidence to shop with us.

Based on our knowledge and communication with our suppliers, we do not believe our suppliers sell directly to the retail market or our customers.

Intellectual Property and Proprietary Rights

Our 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 service mark for "GrowGeneration". We also owned the federally registered 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 19 full time employees and 17 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 (8) 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	Store 9
	Pueblo West	Downtown	Southside	Canon City	Trinidad	Conifer	Colorado Springs	Santa Rosa	Denver 4731 Lipan Ave
Street	609 Enterprise, Unit 150	109, 111 & 113 W 4th Street	2704 S. Prairie Ave, Suite C	520 Main Street	2395 Nevada Ave.	26591 Main Street	310-H/I South 8th Street	353 College Ave	
City	Pueblo West	Pueblo	Pueblo	Canon City	Trinidad	Conifer	Colorado Springs	Santa Rosa	Denver
State & Zip	CO, 81007	CO, 81003	CO, 81005	CO, 81212	CO, 81082	CO, 80433	CO, 80904	CA, 94501	CO 80211
Beginning	5/27/2014	3/1/2015	10/1/2014	6/1/2014	12/1/2014	6/11/2014	9/1/2015	2/1/2016	3/1/2016
Ending	4/30/2020	2/28/2018	9/30/2017	5/31/2017	12/31/2017	4/30/2019	12/31/2020	12/31/2017	3/1/2019
Renewal Option	none	month-to-month	agreed upon terms	none	3yrs	month-to-month	64 months	24 month renewal option	2 years with renew option
Square Footage	3300	3300	1800	2500	3000	3000	3360	3300	4500
Monthly rent[1]	$2,100	$1,500	$950	$900	$1,000	$2,400	$3,780	$5,600	$3,650

[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	55	Chief Executive Officer and Director
Michael Salaman	54	President and Director
Irwin Lampert	84	Chief Financial Officer, Secretary and Director
Jason Dawson	38	Chief Operating Officer
Stephen Aiello	54	Director
Jody Kane	36	Director

Darren Lampert has been our Chief Executive Officer and a Director since our inception in 2014. Mr. Lampert began his career in 1986 as a founding member of the law firm of Lampert and Lampert (1986-1999), 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 (1999-2005), Schottenfeld Group (2007) and Incremental Capital (2008-2010). From 2010 to 2014, Mr. Lampert was a private investor. 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.

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 Digital Media 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 Business Administration 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 of the Company since May 2014. Mr. Aiello was a partner at Jones and Company from 2004-2008. From 2001-2003, he worked at 033 Asset Management. From 1986-2001, he was a partner at Montgomery Securities. Mr. Aiello received a B.A. in Psychology from Ithaca College and an MBA from Fordham University. Since 2010, Mr. Aiello has been a private investor and owner of real estate properties.

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 & Company LLC**.** 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 regarding the Chapter 11 Bankruptcy protection filed by Skinny Nutritional Corp. in 2013) 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 May 11, 2016 for services rendered in all capacities to us for the years ended December 31, 2015 and 2014.

Name and Principal Position(1)	Year	Salary ($)	Bonus ($)	Option Awards(1) ($)	All Other Compensation ($)	Total ($)
Darren Lampert	2015	90,000	0	0	0	90,000
Chief Executive Officer	2014	9,000	0	30,333	0	39,333
Michael Salaman	2015	90,000	0	0	0	90,000
President and Secretary	2014	9,000	0	18,667	0	27,667
Jason Dawson	2015	84,000	0	0	0	84,000
Chief Operating Officer	2014	84,000	0	9,333	0	93,333
Irwin Lampert	2015	0	0	0	0	0
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 March 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. All of the options have vested as of the date of this filing.

(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 October 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 October 1, 2016. Additionally, each member of Management may receive a year-end cash bonus and options as determined by our Board of Directors. In February 2015, we 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 May 11, 2016.

	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	0	$.66/$.60	March 16, 2019 as to 400,000 options and May 12, 2019 as to 250,000 options
Michael Salaman	400,000	0	$.66/$.60	March 6, 2019
Jason Dawson	200,000	0	$.66/$.60	March 30, 2019
Irwin Lampert	400,000	0	$.66/$.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 awardsto 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 May 11, 2016 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 the total of 10,053,548 shares of common stock outstanding as of May 11, 2016. 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, May 11, 2016. 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	2,400,000[1]	23.00%
Darren Lampert	2,400,000[1]	22.40%
Irwin Lampert	1,650,000[1]	15.80%
Jason Dawson	400,000[1]	2.00%
Jody Kane	100,000[1] [2]	*
Stephen Aiello	200,000[1] [2] [3]	1.00%
All Officers and Directors (6)	7,150,000	64.20%

* Less than 1%

[1] Includes 400,000 options issued to Michael Salaman, 650,000 options issued to Darren Lampert, 400,000 options issued to Irwin Lampert; 200,000 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 Placement at $.60 per share.

[3] Represents 50,000 shares of common stock and 50,000 shares of common stock underlying warrants purchased in the Company's 2016 Private Placement at $.70 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 three (3) 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 $ 3,780 to open our Colorado Springs store.

On October 8, 2015, we completed an inventory purchase of approximately $169,000 of inventory at cost and $25,000 of fixed assets from Sweet Leaf Hydroponics Inc., a retail store located in Santa Rosa, California. In connection therewith, we are engaging one of the principals, as a sales consultant for a period of one year. The agreement with the sales consultant requires a payment of $1,000 per month for one year, together with incentive compensation for any new business generated in the amount equal to 25% of the gross profit on such business. The store is approximately 3,300 square feet.

On November 28, 2015, we acquired $35,000 of inventory of Greenhouse Tech Inc., a retail store located in CO. We engaged the principal of Greenhouse Tech as a sales consultant for 1 year, at $13 per hour and 20% of the gross profits on all sales generated by sales consultant.

2014 Private Placement

In March 2014, we raised $600,000 from the sale of 1,000,000 shares of our common stock to seventeen (17) accredited investors, at a price of $.60 per share. All securities sold in the 2014 Private Placement were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales. 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.

2015 Private Placements

In April 2015, we raised $180,000 from the sale of 300,000 shares of our common stock to four (4) accredited investors, at a price of $.60 per share. All securities sold in this private placement were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales. We used the proceeds raised in this offering for inventory purchases and working capital.

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 On October 30, 2015, we closed the private placement with a total of 2,465,001 units sold 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.

2016 Private Placement

On April 29, 2016, the Company closed on the 2016 Private Placement to which they sold 890,714 units to 10 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 $623,500.

On April 29, 2016, the Company issued to the placement agent in connection with our 2016 Private Placement (i) five-year warrants to purchase 50,000 shares of its common stock, at an exercise price equal to $0.70 per share; and (ii) 50,000 shares of its common stock.

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 May 11, 2016, there were 10,053,548 shares of common stock outstanding. The number of shares of common stock outstanding as of May 11, 2016 does not include (i) 3,355,715 shares of common stock issuable upon the exercise of warrants; (ii) shares of our common stock issuable upon the exercise of 1,885,000 outstanding stock options; and (iii) 142,800 warrants issued to the Placement Agent in connection with our 2015 Private Placement in October 2015 pursuant to which it can acquire 142,800 shares of our common stock at a purchase price of $.70 per share; (iv) 50,000 warrants issued to the Placement Agent in connection with our 2016 Private Placement pursuant to which it can acquire 50,000 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 May 11, 2016, we had outstanding warrants to purchase an aggregate of 3,355,715 shares of common stock at an exercise price of $.70 per share (not including 142,800 warrants issued to the Placement Agent in connection with the 2015 Private Placement in October 2015 and 50,000 warrants issued to the Placement Agent in connection with the 2016 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 May 11, 2016, we had outstanding options to purchase an aggregate of 1,885,000 shares of our common stock with exercise prices ranging from $0.60 to $0.66 per share.

Registration Rights

In connection with the 2014 Private Placement, 2015 Private Placements and 2016 Private Placements 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 2015-2016 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 Placement and the 2015 Private Placements 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 Placement; (iii) the 2015 Private Placements; and/or (iv) the 2016 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 10,053,548 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][3]	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 (4)	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 (5)	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 (6)	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 (7)	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
Don Stangle	267,857	267,857		535,714	0	0
Robert Prag	75,000	75,000		150,000	0	0
Brett Nesland	60,000	60,000		120,000	0	0
Paul Ciasullo	75,000	75,000		150,000	0	0
David Moss	70,000	70,000		140,000	0	0
Good Harvest Investment LLC (8)	142,857	142,857		285,714	0	0
William Deakins	50,000	50,000		100,000	0	0
Jim Czirr	50,000	50,000		100,000	0	0
Stephen Aiello	50,000	50,000		100,000	0	0
Allon Rosin	50,000	50,000		100,000	0	0
Total	4,655,715	3,355,715		8,011,430	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 May 11, 2016.

(4) The person having voting, dispositive or investment powers overAiello Family Trust is Steven Aiello, who is a Director of the Company.

(5) Jody Kane is a Director of the Company.

(6) The person having voting, dispositive or investment powers overJohn Nickoll Martial Trust is John Nickoll.

(7) The person having voting, dispositive or investment powers overJJS Associates, LP is Trideer, LLC, General Partner, of which Jason Hirsch is the control person.

(8) The person having voting, dispositive or investment powers overGood Harvest investment LLC is William Freas.

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 63 record holders of our common stock.

LEGAL MATTERS

Robinson & Cole, LLP, 1055 Washington Boulevard, Stamford, CT 06901 has acted as our counsel in connection with the preparation of this prospectus. The law firm of Andrew I. Telsey, P.C., 12835 E. Arapahoe Road, Suite I-803, Centennial, CO 80112 has acted as our special counsel in connection with the issuance of an opinion relating to the validity of the securities offered in this prospectus.

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.

INDEX TO FINANCIALS

GrowGeneration Corp
and Subsidiary

Consolidated Financial Statements

March 31, 2016
(Unaudited)

GROWGENERATION CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET
MARCH 31, 2016

ASSETS	
Current Assets	
Cash and cash equivalents	$ 650,330
Accounts receivable, net of allowance of $6,500	114,134
Employee Advances	3,893
Inventory	1,895,911
Prepaid Expenses	9,079
Total Current Assets	2,673,347
Fixed Assets	
Furniture and Equipment	420,480
Accumulated Depreciation	(29,907)
Total Fixed Assets, Net	390,573
Other Assets	
Deferred tax asset	261,746
Security Deposits	27,990
Goodwill	243,000
Total Other Assets	532,736
TOTAL ASSETS	$ 3,596,656
LIABILITIES & STOCKHOLDERS' EQUITY	
Current Liabilities	
Accounts Payable	$ 595,838
Short term borrowings	91,820
Customer Deposits	25,334
Payroll Liabilities	57,288
Sales Tax Payable	31,102
Current portion long-term debt	11,312
Total Current Liabilities	812,694
Long Term Liabilities	
Wells Fargo Equipment - Forklift	28,090
Hitachi Capital America Corp	22,576
Less current portion long-term debt	(11,312)
Total Long Term Liabilities	39,354
Total Liabilities	852,048
Stockholders' equity	
Common stock .001 par value, 100,000,000 shares authorized; 9,427,834 shares issued and outstanding at March 31, 2016	9,428
Additional Paid In Capital	3,270,689
Accumulated deficit	(535,509)
Total Equity	2,744,608
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ 3,596,656

See accompanying notes and accountants' compilation report.

GROWGENERATION CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF INCOME
FOR THE THREE MONTHS ENDED MARCH 31, 2016

REVENUES	
Sales	$ 1,541,599
Cost of sales	(1,049,900)
Gross profit	491,699
EXPENSES	
Advertising and promotion	5,286
Alarm and security	1,442
Automobile expense	3,419
Bad debt expense	279
Bank service charges	3,965
Cash (over) short	1,299
Credit card fees	10,786
Computer and internet expenses	4,888
Depreciation expense	9,902
Donations	500
Insurance expense	4,038
Interest expense	553
Finance charges	66
Janitorial expense	476
Licenses & permits	1,945
Meals and entertainment	7,062
Office supplies	10,244
Stock compensation	-
Stock option compensation	86,333
Officer salary	63,900
Salary and wages other	191,520
Payroll tax and benefits	26,001
Postage and delivery	639
Accounting & audit fees	16,000
Legal fees	7,875
Commissions & other professsional fees	1,525
Rent expense	59,959
Repairs and maintenance	3,883
Supplies	3,348
Telephone expense	6,090
Training	1,399
Travel expense	22,942
Utilities	12,180
Total expense	569,744
Net ordinary income (loss)	(78,045)
Other income (expense)	
Interest income	1
Net (Loss) before income taxes	(78,044)
Income Tax Benefit	25,403
Net Loss	$ (52,641)
Loss per common share	$ (0.008)

See accompanying notes and accountants' compilation report.

GROWGENERATION CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE THREE MONTHS ENDED MARCH 31, 2016

Cash Flows from Operating Activities:		
Net income (loss)	$	(52,641)
Adjustments to reconcile net income to net cash provided by operating activities:		
Stock & Option compensation		86,333
Depreciation and amortization		9,902
Bad debt expense		279
Deferred income taxes		(26,203)
Inventory market value reserve		(9,873)
(Increase) decrease in:		
Accounts receivable		(76,859)
Employee advances		(943)
Inventory		(574,399)
Prepaid expenses		7,957
Security deposits		(760)
Increase (decrease) in:		
Accounts payable		303,760
Customer deposits		6,924
Payroll liabilities		13,363
Sales tax payable		9,009
Net Cash Flow Used by Operating Activities		(304,151)
Cash Flows from Investing Activities:		
Acquisition of furniture and equipment		(129,239)
Net Cash Flow Used by Investing Activities		(129,239)
Cash Flows from Financing Activities:		
Short term borrowings		35,636
Proceeds from long-term debt		28,527
Principal payments on long-term debt		(1,860)
Issuance of common stock		322,000
Net Cash Flow Provided by Financing Activities		384,303
Net Increase in Cash and Cash Equivalents		(49,087)
Cash and Cash Equivalents at Beginning of Year		699,417
Cash and Cash Equivalents at March 31, 2016	$	650,330
Supplemental Information:		
Interest paid during the year	$	553
Taxes paid during the year	$	800

See accompanying notes and accountants' compilation report.

GROWGENERATION CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE THREE MONTHS ENDED MARCH 31, 2016

	Common Stock		Additional Paid-In Capital	Retained Earnings (Deficit)	Total Stockholders' Equity
	Shares	Amount			
Balances, December 31, 2015	8,967,834	$ 8,968	$ 2,862,816	$ (482,868)	$ 2,388,916
Issuance of common stock at $.70 per share	460,000	460	321,540	-	322,000
Stock option expense	-	-	86,333	-	86,333
Net (loss)	-	-	-	(52,641)	(52,641)
Balances, March 31, 2016	9,427,834	$ 9,428	$ 3,270,689	$ (535,509)	$ 2,744,608

See accompanying notes and accountants' compilation report.

GrowGeneration Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

1. NATURE OF OPERATIONS

GrowGeneration Corp (the "Company") was incorporated on March 6, 2014 in Colorado under the name of Easylife 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 subsidiaries. It currently owns Grow Generation Pueblo Corp. which operates retail hydroponic stores in Colorado located in Pueblo, Canon City, Trinidad, Conifer, Colorado Springs and Denver; and Grow Generation California Corp. which operates a retail store in Santa Rosa California. The Company today owns and operates 9 stores and is actively engaged in seeking to acquire additional hydroponic retail stores. The Company's financial statement has been prepared in accordance with generally accepted accounting principles.

Subsequent Events

The Company has evaluated events and transaction occurring subsequent to March 31, 2016, 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 to generally accepted accounting principles (GAAP). The consolidated financial statements of the Company included 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 until 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 March 31, 2016. Based on the Company's assessment of the credit history with customers having outstanding balances and current relationships with them. At March 31, 2016, the Company established an allowance for doubtful accounts of $6,500.

GrowGeneration Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

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 ACS 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 related principally to depreciation of property and equipment, reserve for obsolete inventory and bad 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 ACS 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 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 2015 and 2014 tax years are 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 accrual for uncertain tax positions as of March 31, 2016. It is not anticipated that unrecognized tax benefits would significantly increase or decrease within 12 month of the reporting date.

Presentation of Sales Taxes

The Company is required to collect sales tax for the State of Colorado, State of California, City of Pueblo, City of Canon City, City of Colorado Springs, Pueblo County and Fremont County, Jefferson County, El Paso County, City & County of Denver, City of Santa Rosa ranging from 3.9% to 8.25% 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 Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

The Company expenses all advertising and promotional costs when incurred. Advertising and promotional expense for the three months ending March 31, 2016 amounted to $4,096.

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 three months ending March 31, 2016 was $1,145.

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.

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 Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

4. LEASE COMMITMENTS

On March 1, 2016 the Company entered into a three year lease for 4,498 square feet of retail space and opened its 9th store located in Denver Colorado at a monthly rate of $3,650.

The Company leases its store facilities under operating leases ranging from $850 to $5,600 per month. The following is a schedule of future minimum rental payments required under the term of the operating leases as of March 31, 2016:

12 months Ending March 31,	Amount
2017	$ 266,460
2018	237,980
2019	155,316
2020	86,720
2021	32,100
Thereafter	-
	$ 778,576

Rent expense under all operating leases for the three months ending March 31, 2016 was $59,959.

5. OTHER COMMITMENTS

Effective May 2014, the Company entered into employment agreements with its CEO and President. The agreements require payment of monthly wages and benefits. These agreements expire May 2017.

In April 2015, the Company acquired approximately $30,000 of inventory at cost from Green Growers, Inc., a retail store located in Canon City, Colorado. In connection therewith, the Company engaged the CEO of Green Growers, Inc., as a sales consultant for a period of two years. The agreement requires a base fee of $1,200 per month during the first year and $600 per month during the second year, together with incentive compensation for any new business he generates, in a n amount equal to 25% of the gross profit on all such goods and services generated. In addition, the Company issued this consultant 10,000 five (5) year options, exercisable at a price of $0.60 per share as additional compensation under his consulting agreement.

In June 2015, the Company acquired approximately $68,000 of inventory at cost from Happy Grow Lucky, Inc., a retail store located in Conifer, CO. In connection therewith, the Company engaged the two principals as sales consultants for a period of one year. The agreement requires monthly payment of $840 together with incentive compensation for any new business generated, 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 three year lease for the premises in Conifer, CO at a rate of $2,400 per month.

On October 8, 2015, the Company completed an inventory purchase of approximately $169,000 of inventory and $25,000 of fixed assets from Sweet Leaf Hydroponics Inc., a retail store located in Santa Rosa, CA. In connection therewith, the Company engaged one of the principals as a sales consultant for a period of one year. The agreement requires compensation of 25% of the gross profits for any new business generated.

On November 28, 2015, the Company acquired $35,000 of inventory of Greenhouse Tech, Inc., a retail store located in Colorado Springs, CO. The Company hired the principal of Greenhouse Tech, Inc. as a sales consultant for 1 year at $13 per hour and 20% of the gross profits on all sales generated by the sales consultant.

GrowGeneration Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

6. INCOME TAXES

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

The Company and subsidiaries file a consolidated federal income tax return. The Company's consolidated provision for income taxes for the period from inception March 6, 2014 through March 31, 2016 consists of the following:

	Three Months Ended March 31, 2016	Year Ended December 31, 2015	For the Period from Inception March 6, 2014 through December 31, 2014
Income Tax Expense (benefit)			
Current tax expense			
Federal	$ -	$ -	$ -
State	800	800	-
Deferred tax (benefit)			
Federal	(22,700)	(149,999)	(55,487)
State	(3,503)	(22,294)	(8,563)
Total	$ (25,403)	$ (171,493)	$ (64,050)

The consolidated provision for income taxes for the period from inception March 6, 2014 through March 31, 2016 differs from that computed by applying federal statutory rates to income before federal income tax expense, as indicated in the following analysis:

	As of March 31, 2016	Year Ended December 31, 2015	For the Period from Inception March 6, 2014 through December 31, 2014
Expected federal tax provision (benefit) at 30% rate	$ (23,654)	$ (158,627)	$ (56,897)
Meals and entertainment	954	2,724	1,410
State income tax	(2,703)	(15,590)	(8,563)
Total income tax (benefit)	$ (25,403)	$ (171,493)	$ (64,050)
Effective tax rate (benefit)	(32.5%)	(33.4%)	(33.8%)

GrowGeneration Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

6. INCOME TAXES (Continued)

A summary of deferred tax assets and liabilities as of March 31, 2016 is as follows:

	As of March 31, 2016	Year Ended December 31, 2015	For the Period from Inception March 6, 2014 through December 31, 2014
Deferred tax assets:			
Reserve for inventory obsolescence	$ 14,589	$ 18,008	$ 4,675
Reserve for bad debt	2,251	2,251	1,000
Stock option compensation	138,860	108,963	29,897
Federal tax loss carryforward	141,788	135,562	32,791
State tax loss carryforward	21,882	20,923	5,061
Total deferred tax assets	319,370	285,707	73,424
Deferred tax liabilities:			
Accumulated depreciation and amortization	(57,624)	(50,164)	(9,374)
Total deferred tax liabilities	(57,624)	(50,164)	(9,374)
NET DEFERRED TAX ASSETS	$ 261,746	$ 235,543	$ 64,050

As of March 31, 2016, the Company had $472,624 federal and state net operating loss carryforwards, which results in a deferred tax asset of $163,670, expiring in 2034, 2035 and 2036.

7. LONG-TERM DEBT

Long term debt is as follows:	March 31, 2016
8.0%, Hitachi Capital, payable $631.13 monthly beginning September 2015 through August 2019, secured by delivery equipment with a book value of $29,508	$ 22,576
3.5%, Wells Fargo Equipment Finance, payable $518.96 monthly beginning April 2016 through March 2011, secured by warehouse equipment with a book value of $28,527	28,090
	$ 50,666
Less Current Maturities	(11,312)
Total Long-Term Debt	$ 39,354

GrowGeneration Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

7. LONG-TERM DEBT (Continued)

Future Debt Maturities – A schedule of expected debt payments and the portion allocated to principal follows:

Twelve Months Ending March 31	Total Payment	Allocated to Principal
2017	$ 13,801	$ 11,312
2018	13,801	11,999
2019	13,801	12,733
2020	9,383	9,012
2021	5,709	5,610
	$ 56,495	$ 50,666

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 cents 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, Stephen Aiello, exercisable at prices between $.60 and $.66 cents per share. On July 7, 2014, the Company issued 100,000 options to 8 of its employees, exercisable at prices between $.60 and $.66 cents per share. On April 15, 2015, the Company issued 10,000 options to sales consultant Duane Nunez and on October 8, 2015, the Company issued 25,000 options to sales consultant Troy Sowers. 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 three months ended March 31, 2016 was $86,333.

As of March 31, 2016, there were 1,885,000 options issued and outstanding under the plan.

Expected volatility	141.26%
Expected dividends	0.00
Expected term	3 years
Risk-free rate	2.0%

GrowGeneration Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

8. STOCK OPTIONS (Continued)

A summary of option activity as of March 31, 2016:

Options	Shares	Weight-Average Exercise Price	Weighted-Average Remaining Contractual Term
Outstanding at December 31, 2015	1,885,000	$ 0.14	3 years
Granted	-	-	
Exercised	-	-	
Forfeited or expired	-	-	
Outstanding at March 31, 2016	1,885,000	$ 0.14	3 years

A summary of the status of the Company's nonvested shares as of March 31, 2016 and changes during the three months then ended is presented below:

Nonvested shares	Shares	Weighted-Average Grant Date Fair Value
Nonvested at December 31, 2015	639,999	$ 0.14
Granted	-	
Vested	(616,667)	0.14
Forfeited	-	-
Outstanding at March 31, 2016	23,332	$ 0.14

9. STOCK PURCHASE WARRANTS

In the months of September and December 2015, the Company granted 2,465,001 warrants to investors in a private placement of common shares. These warrants are exercisable for a period of five years with an exercise price of $.70. In October 2015, 142,800 warrants were issued to "Selling Agents" for private placement of common stock.

A summary of the status of the Company's outstanding stock warrants as of March 31, 2016 is as follows:

	Shares	Weighted-Average Exercise Price
Outstanding December 31, 2015	2,607,801	$ 0.70
Granted	460,000	0.70
Exercised	-	-
Forfeited	-	-
Outstanding at March 31, 2016	3,067,801	$ 0.70

GrowGeneration Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

10. STOCKHOLDERS' EQUITY

Common Stock

The Company's current Certificate of Incorporation authorizes the Company to issued 100,000,000 shares of common stock, par value $0.001 per share. As of March 31, 2016 there were 9,427,834 shares of common stock outstanding. The number of shares of common stock outstanding as of March 31, 2016 does not include (i) 3,067,001 shares of common stock issuable upon the exercise of warrants; (ii) shares of our common stock issuable upon the exercise of 1,885,000 outstanding stock options; and (iii) 142,800 warrants issued to the Placement Agent in connection with the Company's 2015 Private Placement pursuant to which it can acquire 142,800 shares of common stock at a purchase price of $.70 per share.

On January 4, 2016, the Company offered for sale 3,000,000 units at $.70, with gross proceeds of $2,100,000. Each unit consists 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 $2,100,000.

On March 31, 2016, the Company sold 460,000 units to four 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 $322,000.

On April 29, 2016, the Company closed on the 2016 private placement, to which they sold 890,714 units to 10 accredited investors at a price of $.70 per unit, with each unit consisting of one share of common stock and on 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 $623,500.

As May 3, 2016, the Company has a total of 10,053,548 shares of common stock outstanding, 3,548,515 warrants exercised at $.70 per share and 1,885,000 stock options.

GrowGeneration Corporation and Subsidiaries
Notes to Financial Statements
March 31, 2016

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 three months ended March 31, 2016, the year ended December 31, 2015 and for the period from inception March 6, 2014 through December 31, 2014.

	Three Months Ended March 31, 2016	Year Ended December 31, 2015	For the Period from Inception March 6, 2014 through December 31, 2014
Net Loss	$ (52,641)	$ (357,263)	$ (125,000)
Weighted average share outstanding basic	6,563,271	6,563,271	6,000,000
Effect of dilutive common stock equivalents			
Adjusted weighted average shares outstanding - dilutive	6,563,217	6,563,271	6,000,000
Basic loss per share	$ (.008)	$ (.06)	$ (.02)
Dilutive loss per share	$ (.008)	$ (.06)	$ (.02)

The effective of the 1,885,000 stock option and the 3,067,001 of warrants outstanding as of March 31, 2016 is antidilutive and therefore not presented in the above table.

12. SUBSEQUENT EVENTS

On April 29, 2016, the Company closed on the 2016 private placement to which the sold 890,714 units to 10 accredited investors at a price of $.70 per unit, with each unit consisted 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 $623,500.

On April 29, 2016, the Company issued 50,000 common shares and 50,000 warrants to the Placement Agent in connection with its 2016 Private Placement pursuant to which it can acquire 50,000 shares of common stock at a purchase price of $.70 per share.

GrowGeneration Corp
and Subsidiaries

Consolidated Financial Statements

For the Year Ended December 31, 2015
and the Period from Inception
(March 6, 2014) to December 31, 2014

GrowGeneration Corp

and Subsidiaries

Consolidated Financial Statements

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Contents

Connolly, Grady & Cha, P.C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

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 sheets of GrowGeneration Corp and Subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for the year ended December 31, 2015 and the period from inception (March 6, 2014) to 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 audits.

We conducted our audits in accordance with the auditing 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 includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes 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 consolidated financial position of GrowGeneration Corp and Subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for the year ended December 31, 2015 and the period from inception (March 6, 2014) to December 31, 2014, in conformity with accounting principles generally accepted in the United States of America.

Connolly, Grady + Cha, P.C.

Certified Public Accountants

Philadelphia, Pennsylvania

May 6, 2016

Member of the American Institute of Certified Public Accountants,
Public Company Accounting Oversight Board, and Pennsylvania Institute of Certified Public Accountants

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GrowGeneration Corp and Subsidiaries
Consolidated Balance Sheets

	Year Ended December 31, 2015	From Inception (March 6, 2014) to December 31, 2014
Assets		
Current Assets		
Cash and cash equivalents	$ 699,417	$ 110,559
Accounts receivable, net of allowance for doubtful accounts of $6,500 and $2,887, respectively	37,554	8,698
Employee advances	2,950	
Inventory	1,311,639	346,284
Prepaid expenses	17,036	5,870
Total Current Assets	2,068,596	471,411
Fixed Assets		
Furniture and equipment	291,241	37,524
Accumulated depreciation	(20,005)	(3,569)
Total Fixed Assets, Net	271,236	33,955
Other Assets		
Deferred income taxes	235,543	64,050
Security deposits	27,230	8,090
Goodwill	243,000	243,000
Total Other Assets	505,773	315,140
Total Assets	$ 2,845,605	$ 820,506
Liabilities and Stockholders' Equity		
Current Liabilities		
Current maturities of long-term debt	$ 5,866	
Accounts payable	292,078	167,765
Short term borrowings	56,184	7,470
Customer deposits	18,410	8,250
Payroll and payroll tax liabilities	43,925	17,007
Sales taxes payable	22,093	9,286
Total Current Liabilities	438,556	209,778
Long-Term Debt – net of current portion	18,133	-0-
Stockholders' Equity		
Common stock .001 par value, 100,000,000 shares authorized: 8,967,834 shares issued and outstanding at December 31, 2015 and 6,000,000 shares issued and outstanding at December 31, 2014	8,968	6,000
Undivided earnings	9,126,306	9,023,634
Additional paid in capital	2,862,816	730,333
Accumulated deficit	(482,868)	(125,605)
Total Equity	$ 2,388,916	$ 610,728
Total Liabilities and Stockholders' Equity	$ 2,845,605	$ 820,506

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiaries
Consolidated Statements of Operations

	Year Ended December 31, 2015	For the Period from Inception (March 6, 2014) to December 31, 2014
Revenues		
Sales	$ 3,455,146	$ 1,202,366
Cost of sales	(2,351,836)	(809,039)
Gross profit	1,103,310	393,327
Expenses		
Advertising and promotion	51,332	16,189
Alarm and security	3,087	1,556
Automobile expenses	14,915	5,950
Bad debt	9,791	2,887
Bank service charges	8,004	2,569
Cash (over) short	(2,519)	(277)
Credit card fees	27,819	14,622
Computer and internet expenses	7,417	1,711
Depreciation expense	16,436	3,569
Insurance expense	10,715	4,459
License and permits	904	2,128
Meals and entertainment	20,839	9,398
Office supplies	17,673	9,422
Officers salaries	252,500	
Payroll, payroll tax and benefits	491,372	216,478
Postage and delivery	1,782	244
Professional fees	233,769	107,085
Rent expense	105,269	33,975
Repairs and maintenance	4,520	1,065
Stock compensation	141,983	
Stock option compensation	87,967	86,333
Supplies	10,747	1,094
Telephone expense	13,498	4,738
Travel expense	54,676	44,302
Uniforms		1,053
Utilities	33,434	12,432
Total Expense	1,617,930	582,982
Net (loss) from operations	(514,620)	(189,655)
Other (Expenses)		
Start up costs	(11,220)	
Interest	(2,916)	
Total other (expenses)	(14,136)	-0-
Net (Loss) before income tax benefit	(528,756)	(189,655)
Income Tax Benefit	171,493	64,050
Net Loss	$ (357,263)	$ (125,605)
Loss per common share	(.06)	(.02)

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiaries
Consolidated Statements of Cash Flows

	Year Ended December 31, 2015	For the Period from Inception (March 6, 2014) to December 31, 2014
Cash Flows from Operating Activities:		
Net (loss)	$ (357,263)	$ (125,605)
Adjustments to reconcile net loss to net cash (used in) operating activities:		
Depreciation	16,436	3,569
Bad debt expense	9,791	2,887
Deferred income taxes	(171,493)	(64,050)
Inventory market value reserve	38,500	13,500
Stock compensation	229,950	86,333
(Increase) decrease in:		
Accounts receivable	(38,647)	(6,299)
Employee advances	(2,950)	
Inventory	(1,003,855)	(86,784)
Prepaid expenses	(11,166)	(4,550)
Security deposits	(19,140)	(8,090)
Increase (decrease) in:		
Accounts payable	124,313	110,490
Customer deposits	10,160	7,895
Payroll and payroll tax liabilities	26,918	17,007
Sales taxes payable	12,807	9,286
Net Cash (Used In) Operating Activities	(1,135,639)	(44,411)
Cash Flows from Investing Activities:		
Acquisition of Subsidiaries		(499,976)
Acquisition of furniture and equipment	(253,717)	(2,524)
Net Cash (Used In) Investing Activities	(253,717)	(502,500)
Cash Flows from Financing Activities:		
Proceeds (payment) on short term borrowing	48,714	7,470
Proceeds (payments) from long-term debt, net	23,999	
Issuance of common stock	1,905,501	650,000
Net Cash Provided by Financing Activities	1,978,214	657,470
Net Increase in Cash and Cash Equivalents	588,858	110,559
Cash and Cash Equivalents at Beginning of Period	110,559	-0-
Cash and Cash Equivalents at End of Period	$ 699,417	$ 110,559
Supplemental Information:		
Interest paid during the period	$ 2,925	$ -0-
Taxes paid during the period	$ -0-	$ -0-

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiaries
Consolidated Statements of Changes in Stockholders' Equity
For the Year Ended December 31, 2015

	Common Stock		Additional Paid-In Capital	Accumulated (Deficit)	Total Stockholders' Equity
	Shares	Amount			
Balances, December 31, 2014	6,000,000	$ 6,000	$ 730,333	$ (125,605)	$ 610,728
Issuance of common stock at $.60 per share	300,000	300	179,700		180,000
Issuance of common stock at $.70 per share	2,465,001	2,465	1,377,936		1,380,401
Warrants issued at $.70 per share			345,100		345,100
Stock option expense			87,967		87,967
Stock compensation at $.70 per share	202,833	203	141,780		141,983
Net (loss)				(357,263)	(357,263)
Balances, December 31, 2015	8,967,834	$ 8,968	$ 2,862,816	$ (482,868)	$ 2,388,916

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiaries
Consolidated Statements of Changes in Stockholders' Equity
From Inception (March 6, 2014) to December 31, 2014

	Common Stock		Additional Paid-In Capital	Accumulated (Deficit)	Total Stockholders' Equity
	Shares	Amount			
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)				(125,605)	(125,605)
Balances, December 31, 2014	6,000,000	$ 6,000	$ 730,333	$ (125,605)	$ 610,728

See accompanying notes to consolidated financial statements.

GrowGeneration Corp and Subsidiaries
Notes to Consolidated Financial Statements
December 31, 2015 and For the Period March 6, 2014 to 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 operating retail hydroponic and organic specialty gardening retail stores through its wholly owned subsidiaries, GrowGeneration Pueblo Corp, and GrowGeneration California Corp. The company commenced operations with the purchase of 4 retail hydroponic stores in Pueblo and Canon City, Colorado on May 30, 2014. The Company, currently owns and operates a total of 9 stores and 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, 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 and Grow Generation California 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.

GrowGeneration Corp and Subsidiaries
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December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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, 2015 and 2014, the Company established an allowance for doubtful accounts of $6,500 and $2,887, respectively.

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 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 bad 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, 2015. It is not anticipated that unrecognized tax benefits would significantly increase or decrease within 12 months of the reporting date.

GrowGeneration Corp and Subsidiaries
Notes to Consolidated Financial Statements
December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Presentation of Sales Taxes

The Company is required to collect sales tax for the State of Colorado and California, City of Pueblo, City of Canon City, Pueblo County, Fremont County, City & County of Denver, and the City of Santa Rosa; ranging from 2.9% to 8.75 % on the Company's sales to nonexempt customers. The Company collects sales taxes from customers and remits to the corresponding taxing authorities. The Company's accounting policy is to exclude the tax collected and remitted from revenue and cost of sales.

Advertising

The Company expenses all advertising and promotional costs when incurred. Advertising and promotional expenses for the year ended December 31, 2015 and for the period from inception (March 6, 2014) to December 31, 2014 amounted to $51,332 and $16,189, respectively.

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 year ended December 31, 2015 and for the period from inception (March 6, 2014) to December 31, 2014 was $13,419 and $9,321, respectively.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all unrestricted highly liquid investments with an original maturity of three months or less 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 annually or more frequently if circumstances indicate that impairment may have occurred.

Inventory

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

GrowGeneration Corp and Subsidiaries
Notes to Consolidated Financial Statements
December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Stock Based Compensation

The Company accounts for stock-based compensation issued to employees, and where appropriate, non-employees, at fair value. Under fair value provisions, stock-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the appropriate vesting period using the straight-line method. The amount of stock-based compensation recognized at any date must at least equal the portion of the grant date fair value of the award that is vested at that date and as a result it may be necessary to recognize the expense using a ratable method. Determining the fair value of stock-based awards at the date of grant requires judgment, including estimating the expected term of the stock options and the expected volatility of the Company's stock. In addition, judgment is required in estimating the amount of stock-based awards that are expected to be forfeited. If actual results differ significantly from these estimates or different key assumptions were used, it could have a material effect on the Company's consolidated financial statements.

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.

4. LEASE COMMITMENTS

The Company leases its store facilities under operating leases ranging from $900 to $5,600 per month. The following is a schedule of future minimum rental payments required under the terms of the operating leases as of December 31, 2015:

Year Ending December 31	Amount
2016	$ 153,510
2017	147,740
2018	111,120
2019	93,500
2020	52,800
	$ 558,670

GrowGeneration Corp and Subsidiaries
Notes to Consolidated Financial Statements
December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

4. LEASE COMMITMENTS (Continued)

Rent expense under all operating leases for the year ended December 31, 2015 and for the period from inception (March 6, 2014) to December 31, 2014 was $105,269 and $33,975, respectively.

5. OTHER COMMITMENTS

In May 2014, the Company entered into employment agreements with its CEO and President 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.

In April 2015, the Company acquired approximately $30,000 of inventory from Green Growers, Inc., a retail store located in Canon City, Colorado. In connection therewith, the Company engaged the CEO of Green Growers, Inc. as a sales consultant for a period of two years expiring April 2017. The agreement requires a base fee of $1,200 per month during the first year and $600 per month during the second year, together with incentive compensation for any new business generated, in an amount equal to 25% of the gross profit on such business. The Company also issued this consultant 10,000 three (3) year options, exercisable at a price of $.60 per share, as additional compensation under his consulting agreement.

In June 2015, the Company acquired approximately $68,000 of inventory from Happy Grow Lucky, Inc., a retail store located in Conifer, Co. In connection therewith, the Company engaged the two principals as sales consultants for a period of one year expiring June 2016. Each consultant is paid $420 per month, together with incentive compensation for any new business they generate, in an amount equal to 25% of the gross profit on such business. In addition, the Company executed a new three year lease for the premises in Conifer, Co. at a rate of $2,400 per month.

On October 8, 2015, the Company completed an inventory purchase of approximately $169,000 of inventory and $25,000 of fixed assets from Sweet Leaf Hydroponics Inc., a retail store located in Santa Rosa, Ca. In connection therewith, the Company engaged one of the principals as a sales consultant for a period of one year expiring October 2016. The agreement requires a payment of $1,000 per month for one year, together with incentive compensation for any new business generated in the amount equal to 25% of the gross profit on such business.

On November 28, 2015, the Company acquired $35,000 of inventory of Greenhouse Tech Inc., a retail store located in Colorado Springs, Colorado. The Company engaged the principal of Greenhouse Tech as a sales consultant for 1 year, at $13 per hour, together with incentive compensation for any new business generated in the amount equal to 20% of the gross profit on such business.

GrowGeneration Corp and Subsidiaries
Notes to Consolidated Financial Statements
December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

6. INCOME TAXES

The Company is subject to federal and state income taxes.

The Company and subsidiaries file a consolidated federal income tax return. The Company's consolidated provision for income taxes for the year ended December 31, 2015 and for the period from inception (March 6, 2014) to December 31, 2014 consists of the following:

	Year Ended December 31, 2015	For the Period from Inception (March 6, 2014) to December 31, 2014
Income Tax Expense (benefit)		
Current federal tax expense		
Federal	$ -0-	$ -0-
State	800	-0-
Deferred tax (benefit)		
Federal	$ (149,999)	$ (55,487)
State	(22,294)	(8,563)
Total	$ (171,493)	$ (64,050)

The consolidated provision for income taxes for the year ended December 31, 2015 and for the period from inception (March 6, 2014) to 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:

	Year Ended December 31, 2015	For the Period from Inception (March 6, 2014) to December 31, 2014
Expected federal tax provision (benefit) at 30% rate	$ (158,627)	$ (56,897)
Meals and entertainment	2,724	1,410
State income tax	(15,590)	(8,563)
Total income tax (benefit)	$ (171,493)	$ (64,050)
Effective tax rate (benefit)	(33.4%)	(33.8%)

GrowGeneration Corp and Subsidiaries
Notes to Consolidated Financial Statements
December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

6. INCOME TAXES (Continued)

A summary of deferred tax assets and liabilities as of December 31, 2015 and for the period from inception (March 6, 2014) to December 31, 2014 is as follows:

	Year Ended December 31, 2015	For the Period from Inception (March 6, 2014) to December 31, 2014
Deferred tax assets:		
Reserve for inventory obsolescence	$ 18,008	$ 4,675
Reserve for bad debt	2,251	1,000
Stock option compensation	108,963	29,897
Federal tax loss carryforward	135,562	32,791
State tax loss carryforward	20,923	5,061
Total deferred tax assets	285,707	73,424
Deferred tax liabilities:		
Accumulated depreciation and amortization	(50,164)	(9,374)
Total deferred tax liabilities	(50,164)	(9,374)
NET DEFERRED TAX ASSETS	$ 235,543	$ 64,050

The Company has considered future market growth, forecasted earnings, future taxable income, and prudent, feasible and permissible tax planning strategies in determining the realizability of deferred tax assets. If the Company were to determine that it would not be able to realize a portion of its net deferred tax assets in the future, an adjustment to the net deferred tax assets would be charged to earnings in the period such determination was made.

As of December 31, 2015, the Company had approximately $451,878 federal and state net operating loss carryforwards, which result in a deferred tax asset of $156,485, expiring in 2034 and 2035.

GrowGeneration Corp and Subsidiaries
Notes to Consolidated Financial Statements
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7. LONG-TERM DEBT

Long-term debt consists of the following at December 31, 2015:

Note payable to Hitachi Capital America Corp.	
Secured by equipment with a book value of $30,658 payable in 48 monthly installments of $631.13, including interest at 8.0% through August 2019	$ 23,999
Less Current Maturities	(5,866)
Total Long-Term Debt	$ 18,133

Future Debt Maturities – A schedule of expected debt payments and the portion allocated to principal follows:

Year Ending December 31	Total Payment	Allocated to Principal
2016	$ 7,574	$ 5,866
2017	7,574	6,353
2018	7,574	6,880
2019	5,049	4,900
	$ 27,771	$ 23,999

Interest expense for the year ended December 31, 2015 and for the period from inception March 6, 2014 through December 31, 2014 was $2,916 and $671, respectively.

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.

GrowGeneration Corp and Subsidiaries
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December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

8. STOCK OPTIONS (Continued)

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. On April 15, 2015 the Company issued 10,000 options to sales consultant, Duane Nunez and on October 8, 2015 it issued 25,000 options to sales consultant Troy Sower, exercisable at $.60 per share. The options vest over a three year period. Compensation expense recorded for the year ended December 31, 2015 and for the period from inception (March 6, 2014) to December 31, 2014 was $87,967 and $86,333, respectively.

As of December 31, 2015, there were 1,885,000 options issued and outstanding under the plan.

Expected volatility	141.26%
Expected dividends	-0-
Expected term	3 years
Risk-free rate	2.0%

A summary of option activity as of December 31, 2015:

Options	Shares	Weighted-Average Exercise Price
Outstanding at March 6, 2014	-0-	$
Granted	1,850,000	.14
Exercised		
Forfeited or expired		
Outstanding at January 1, 2015	1,850,000	$ .14
Granted	35,000	.14
Exercised		
Forfeited or expired		
Outstanding at December 31, 2015	1,885,000	.14

GrowGeneration Corp and Subsidiaries
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December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

8. STOCK OPTIONS (Continued)

A summary of the status of the Company's nonvested shares as of December 31, 2015 and changes during the period then ended is presented below:

Nonvested shares	Shares	Weighted-Average Grant Date Fair Value
Nonvested at March 1, 2014	-0-	
Granted	1,850,000	0.14
Vested	(616,667)	0.14
Forfeited	-0-	-0-
Nonvested at January 1, 2015	1,233,333	0.14
Granted	35,000	0.14
Vested	(628,334)	0.14
Forfeited	-0-	-0-
Nonvested at December 31, 2015	639,999	0.14

9. STOCK PURCHASE WARRANTS

As of December 31, 2015, the Company granted 2,465,001 warrants to investors in a private placement of common shares. These warrants are exercisable for a period of five years with an exercise price of $.70. In October 2015, 142,800 warrants were issued to "Placement Agents" for private placement of common stock.

A summary of the status of the Company's outstanding stock warrants as of December 31, 2015 is as follows:

	Shares	Weighted Average Exercise Price
Outstanding January 1, 2015	-0-	$
Granted	2,607,801	.70
Exercised	-0-	-0-
Forfeited	-0-	-0-
Outstanding December 31, 2015	2,607,801	$ .70

GrowGeneration Corp and Subsidiaries
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December 31, 2015 and For the Period March 6, 2014 to December 31, 2014

10. ACQUISITION OF SUBSIDIARIES

On May 29, 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 on May 31, 2014 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 February 23, 2018. The agreement requires monthly wages and benefits. The compensation for wages under this agreement is $84,000 per annum, with annual increases of 10% of the Executive's s base salary. The Executive also receives 100,000 common shares for each year employed. 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 1 year.

11. STOCKHOLDERS' EQUITY

Common Stock

The Company's current Certificate of Incorporation authorizes it to issue 100,000,000 shares of common stock, par value $0.001 per share. As of December 31, 2015, there were 8,967,834 shares of common stock outstanding. The number of shares of common stock outstanding as of December 31, 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 1,885,000 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 common stock at a purchase price of $.70 per share.

GrowGeneration Corp and Subsidiaries
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12. 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 year ended December 31, 2015 and for the period from inception (March 6, 2014) to December 31, 2014.

	Year Ended December 31, 2015	from For the Period Inception (March 6, 2014) to December 31, 2014
Net Loss	$ (357,263)	$ (125,000)
Weighted average share outstanding basic	6,563,271	6,000,000
Effect of dilutive common stock equivalents		
Adjusted weighted average shares outstanding – dilutive	6,563,271	6,000,000
Basic loss per share	$ (.06)	$ (.02)
Dilutive loss per share	$ (.06)	$ (.02)

The effect of 1,885,000 stock options and 2,607,801 warrants outstanding as of December 31, 2015 is antidilutive and therefore not presented in the above table.

13. SUBSEQUENT EVENTS

On March 1, 2016, the Company entered into a three year lease for 4,498 square feet of retail space and opened its 9th store, located in Denver, Colorado at a monthly lease rate of $3,650 through March 2017, $3,750 through March 2018, $3,873 through March 2019.

On April 1, 2016, the Company entered into a new lease agreement for 3,300 square feet of retail space for their California store located in Santa Rosa at a monthly lease rate of $5,600 through December 2016, $6,000 through December 2017.

On April 29, 2016, the company closed on the 2016 private placement to which they sold 890,714 units to 10 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 $623,500.

On April 29, 2016, the Company issued 50,000 common shares and 50,000 warrants to the Placement Agent in connection with our 2016 Private Placement.

GROWGENERATION CORP

8,011,430 Shares
Common Stock

PROSPECTUS

May 11, 2016

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 April 29, 2016, 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 Placement

In March 2014, we raised $600,000 from the sale of 1,000,000 shares of our common stock to seventeen (17) accredited investors, at a price of $.60 per share. All securities sold in the 2014 Private Placement were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales. 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.

2015 Private Placements

In April 2015, we raised $180,000 from the sale of 300,000 shares of our common stock to four (4) accredited investors, at a price of $.60 per share. All securities sold in this private placement were arranged by officers and directors and no commissions or other remuneration was paid to any person in connection with such sales. We used the proceeds raised in this offering for inventory purchases and working capital.

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. On October 30, 2015, we closed the private placement with a total of 2,465,001 units sold 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 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.

2016 Private Placement

On April 29, 2016, the Company closed on a private placement to which it sold 890,714 units to 10 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 $623,500. We paid Cavu, our placement agent, a total compensation for its services of (i) five-year warrants to purchase 50,000 shares of our common stock, at an exercise price equal to $0.70 per share; and (ii) 50,000 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 1,880,000 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 our private placements closed in October 2015 and April 2016.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

Exhibit No.	Description
3.1	Certificate of Incorporation of GrowGeneration Corp. (Incorporated by reference to Exhibit 3.1 to the Registration Statement on Form S-1 as filed on November 9, 2015)
3.2	Bylaws of GrowGeneration Corp. (Incorporated by reference to Exhibit 3.2 to the Registration Statement on Form S-1 as filed on November 9, 2015)
4.1	Form of Investor Warrant (Incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-1 as filed on November 9, 2015)
4.2	Form of Placement Agent Warrant issued to Cavu Securities LLC (Incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-1 as filed on November 9, 2015)
5.1	Opinion of Andrew I. Telsey, P.C. (Filed herewith.)
10.1	Placement Agency Agreement, dated March 12, 2015, between of GrowGeneration Corp. and Cavu Securities LLC. (Incorporated by reference to Exhibit 10.1 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.2	Form of Subscription Agreement for GrowGeneration Corp.'s 2014 private placement (Incorporated by reference to Exhibit 10.2 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.3	Form of Subscription Agreement for GrowGeneration Corp.'s 2015 private placement (Incorporated by reference to Exhibit 10.3 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.4	Form of Subscription Agreement for GrowGeneration Corp.'s second 2015 private placement (Incorporated by reference to Exhibit 10.4 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.5	GrowGeneration Corp. 2014 Equity Incentive Plan (Incorporated by reference to Exhibit 10.5 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.6	Form of GrowGeneration Corp. Stock Option Agreement (Incorporated by reference to Exhibit 10.6 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.7	Employment Agreement, dated May 12, 2014 between of GrowGeneration Corp. and Darren Lampert (Incorporated by reference to Exhibit 10.7 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.8	Employment Agreement, dated May 12, 2104, between of GrowGeneration Corp. and Michael Salaman (Incorporated by reference to Exhibit 10.8 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.9	Employment Agreement, dated February 23, 2015, between of GrowGeneration Corp. and Jason Dawson (Filed herewith.)
10.10	Form of Indemnification Agreement (Incorporated by reference to Exhibit 10.10 to the Registration Statement on Form S-1 as filed on November 9, 2015)

10.11	Asset Purchase Agreement dated April 14, 2014 between GrowGeneration Pueblo Corp. and Southern Colorado Garden Supply Corp. (d/b/a Pueblo Hydroponics) (Filed herewith.)
10.12	Inventory Purchase Agreement dated May 10, 2015 between Grow Generation Pueblo Corp. and Happy Grow Lucky, LLC (Filed herewith.)
10.13	Inventory Purchase Agreement dated April 10, 2015 between Grow Generation Pueblo Corp. and Green Growers Corp. (Filed herewith.)
10.14	Inventory Purchase Agreement dated October 28, 2015 between GrowGeneration California Corp. and Sweet Leaf Hydroponics, Inc. dba Mad Max Hydroponics (Filed herewith.)
10.15	Lease, effective as of June 1, 2014, by and between GrowGeneration Pueblo Corp. and Sunshine Properties. (Incorporated by reference to Exhibit 10.15 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.16	Lease, effective as of May 27, 2014, by and between GrowGeneration Pueblo Corp. and Joe and Renee Prutch. (Incorporated by reference to Exhibit 10.16 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.17	Lease, effective as of June 1, 2014, by and between GrowGeneration Pueblo Corp. and Jannie Coyne. (Incorporated by reference to Exhibit 10.17 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.18	Lease, effective as of May 27, 2014, by and between GrowGeneration Pueblo Corp. and Larry Schreder. (Incorporated by reference to Exhibit 10.18 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.19	Lease, effective as of June 11, 2015 by and between GrowGeneration Pueblo Corp. and Bill and Bonnie Holland. (Incorporated by reference to Exhibit 10.19 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.20	Lease, effective as of August 7, 2105, by and between GrowGeneration Pueblo Corp. and Colorado Place Center (Incorporated by reference to Exhibit 10.20 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.21	Lease, effective as of December 1, 2014, by and between GrowGeneration Pueblo Corp. and PurRecycling Corporation dba Terra Firma Recycling/Fund. (Incorporated by reference to Exhibit 10.21 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.22	Lease, effective as of February 1, 2016, by and between GrowGeneration California Corp. and David Cates (Filed herewith.)
10.23	Consulting Agreement dated April 10, 2015 by and between GrowGeneration Corp. and Duane Nunez (Incorporated by reference to Exhibit 10.23 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.24	Consulting Agreement dated May 10, 2015 by and between Grow Generation Pueblo Corp. and Lindsay Schmitt and Cody Schmitt (Incorporated by reference to Exhibit 10.24 to the Registration Statement on Form S-1 as filed on November 9, 2015)

10.25	Consulting Agreement dated October 28, 2105 by and between GrowGeneration California Corp. and Troy Sowers (Incorporated by reference to Exhibit 10.25 to the Registration Statement on Form S-1 as filed on November 9, 2015)
10.26	Lease, dated as of January 25, 2016, by and between GrowGeneration Corp. and The Henry Fund LLC (Filed herewith.)
10.27	Inventory Purchase Agreement dated November 28, 2015 between Grow Generation Pueblo Corp. and Greenhouse Tech Inc. (Filed herewith.)
10.28	Form of Subscription Agreement for GrowGeneration Corp.'s 2016 private placement (Filed herewith.)
21.1	List of Subsidiaries of GrowGeneration Corp. (Incorporated by reference to Exhibit 21.1 to the Registration Statement on Form S-1 as filed on November 9, 2015)
23.1	Consent of Connolly Grady & Cha (Filed herewith.)
23.2	Consent of Andrew I. Telsey, P.C. (included in Exhibit 5.1)
24.1	Power of Attorney (included on the signature page of this Registration Statement)

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.

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 May 11, 2016.

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 Darren Lampert	Chief Executive Officer and Director (Principal Executive Officer)	May 11, 2016
/s/ Irwin Lampert Irwin Lampert	Chief Financial Officer (Principal Financial and Accounting Officer)	May 11, 2016
/s/ Michael Salaman Michael Salaman	President and Director	May 11, 2016
/s/ Stephen Aiello Stephen Aiello	Director	May 11, 2016
/s/ Jody Kane Jody Kane	Director	May 11, 2016

Exhibit 5.1

Andrew I. Telsey, P.C. Attorney at Law

12835 E. Arapahoe Road, Tower One, Penthouse #803, Centennial, Colorado 80112
Telephone: 303/768-9221 • Facsimile: 303/768-9224 • E-Mail: andrew@telseylaw.com

May 10, 2016

Board of Directors
GrowGeneration Corp.
503 North Main Street, Suite 740
Pueblo, Colorado 81003

Re: GrowGeneration Corp.
Registration Statement on Form S-1/A;
Registration Number 333-207889

Ladies and Gentlemen:

We have acted as special legal counsel in the state of Colorado to GrowGeneration Corp. (the "Company"), a Colorado corporation, in connection with its Registration Statement on Form S-1/A1 (the "Registration Statement"), filed with the Securities and Exchange Commission on May 10, 2016 and as subsequently amended thereafter, with respect to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of up to an aggregate offering by selling shareholders of the Company of up to 8,011,430 shares of common stock, $.001 par value ("Common Stock") with an aggregate offering price up to $5,478,002.

This opinion is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K.

We have examined originals or certified copies of such corporate records, certificates of officers of the Company and/or public officials and such other documents and have made such other factual and legal investigations as we have deemed relevant and necessary as the basis for the opinions set forth below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as conformed or photostatic copies and the authenticity of the originals of such copies.

Based upon our foregoing examination, subject to the assumptions stated above and relying on the statements of fact contained in the documents that we have examined, we are of the opinion that Common Stock has been validly authorized by the requisite corporate action in accordance with the general requirements of corporation law. The aforesaid securities are validly authorized and issued, fully paid and non-assessable in accordance with the general requirements of Colorado corporation law, including the statutory provisions, all applicable provisions of the Colorado Constitution and reported judicial decisions interpreting those laws.

We are qualified to practice law only in the State of Colorado. We are not qualified and do not express any opinion herein as to the laws of any other jurisdiction, except the federal laws of the United States.

We hereby consent to the filing of this opinion as an exhibit to the Company's Registration Statement on Form S-1 and to the use our name under the heading "Legal Matters" in the Registration Statement, including the prospectus or any supplement to the prospectus, constituting a part thereof, as originally filed or subsequently amended. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Securities and Exchange Commission.

Yours truly,

ANDREW I. TELSEY, P.C.

/s/ ANDREW I. TELSEY

Exhibit 10.9

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "**Agreement**") dated as of February 23, 2015 (the "**Effective Date**"), is by and between GrowGeneration , Corp., a Colorado Corporation with offices at 503 N.Main St. Pueblo,CO 81003 (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 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. Executive shall perform his duties from his home office in Cotopaxi Colorado.

(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 teem, 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 $84,000 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 10% 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, 2015, in an amount to be to be determined at the discretion of the Board of Directors of the Company. Further, the executive shall receive 100,000 common shares of stock by March 31 2015.

(c) Grant of Options. The Executive has been granted options to acquire 200,000 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 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(I) 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. EMP OYEE 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 two (3) weeks of paid vacation for each twelve (12) months of employment. The timing is subject to the approval of the CEO. The Executive will take vacation from July 28 to August 15 2015 which will count as two weeks of the allowed three weeks per year.

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 (I) 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"^{d}) 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 COLORADO 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.

GROWGENERATION CORP.

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

EXECUTIVE

By: 

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, 4th 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, 4th 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 ASSETS. 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 plus 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 (719) 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.

B. 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.

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C. 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.

D. 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.

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.

C. 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.

D. 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.

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E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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

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.

/s/ Darren Lampert **4/15/14**
Darren Lampert, CEO **Date**

SELLER: Southern Colorado Garden Supply Corp.

/s/ 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.)

/s/ Jason Dawson **4/14/14**
Jason Dawson **Date**

BROKER – National Business Brokers, Ltd.

By: _____
Date

S1. P.1. S1. P.1.

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

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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. On the terms and subject to the conditions set forth in this Bill Of Sale Seller will convey ,transfer ,and assign to the Buyer all right, title and interest in and to all of the Assets set forth on Exhibit A, free and clear of any and all liens, encumbrances, security interests of any kind or nature whatsoever. As consideration for the purchased Assets Buyer shall pay to the Seller the amount of $5,000 to be paid at the closing.

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 Assets and to give receipts and releases for and in respect of the Purchased Assets, 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 Assets.

3. Seller hereby covenants that 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 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.

IN WITNESS WHEREOF, this Bill of Sale has been executed under seal as of the dayand year first written above.

By: /s/ Lindsay Schmitt
Lindsay Schmitt
Owner

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 describedabove, 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 its have the right tobind 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, theCompany shall pay the Consultants compensation of $420 per month each.

3.2 For the referral of New Clients and new business by the Consultantsduring 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 theCompany's COO.

4. Relationship. Consultants shall be independent contractors and not an 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 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 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 10.13

INVENTORY PURCHASE AGREEMENT

THIS INVENTORY PURCHASE AGREEMENT is made and entered into as of the 10 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 at127 Justice Center Road - Canon City CO. 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: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

SELLER:

GREEN GROWERS, INC.

By: /s/ Duane Nunez
Name: Duane Nunez
Title: Owner

Exhibit A

Purchased Inventory

Exhibit B

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is dated as of April 10, 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: /s/ Duane Nunez
Name: Duane Nunez
Title: Owner

Exhibit 10.14

INVENTORY PURCHASE AGREEMENT

THIS INVENTORY PURCHASE AGREEMENT is made and entered into as of the 28th 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 B

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is dated as of October 28th, 2015 from Sweet Leaf Hydroponics Inc. dba Mad Max Hydroponics. to GrowGeneration California Corp.

RECITALS

A. Seller and Buyer are parties to an Inventory Purchase Agreement, dated as of October 28th, 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 Delaware 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/ 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

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is dated as of October 28th, 2015 from Sweet Leaf Hydroponics Inc. dba Mad Max to GrowGeneration California Corp.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. On the terms and subject to the conditions set forth in the Bill Of Sale. 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 all of the Assets set forth on schedule A, free and clear of any and all liens, encumbrances, security interests of any kind or nature whatsoever. Buyer shall pay to the Seller the amount of $25,000 to be paid at the closing.

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 Assets and to give receipts and releases for and in respect of the Purchased Assets, 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 Assets.

3. Seller hereby covenants, 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 shall be governed and enforced in accordance with the laws of the State of California without giving effect to the conflict of law rules thereof.

6. 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 dayand year first written above.

By: /s/ Troy B. Sowers, III
Name: Troy B. Sowers, III
Title: Co-Owner/Corporation President

CONSULTING AGREEMENT

CONSULTING AGREEMENT dated as of October 28th, 2015 (this "Agreement") by and between GrowGeneration California Corp., a Delaware Corporation (the "Company") and ("Consultants") Lindsay Schmitt and Cody Schmitt individuals residing at Troy B. 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 DELAWARE 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.

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 B. Sowers, III
Name: Troy B. Sowers, III

Exhibit 10.22

COMMERICAL LEASE AND DEPOSIT RECEIPT
(Updated February 2016)

RECEIVED FROM GrowGeneration Corporation (Darren Lampert), California, DC hereinafter referred to as LESSEE,

BASIS:	TOTAL	RECEIVED
Security deposit (not applicable toward last month's rent)	$5,300	October 2015

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) Feb. 1, 2016 and end on (date) Dec. 31, 2017 .
2. **RENT**. The base rent will be
   Rent payable on the 1st day of each month and considered advance payment for that month as follows:
   $5,300 Feb. 2016 — March 2016
   $5,600 April 2016 — December 2016
   As of 10.31.16, tenant will COMMIT to the below rate; if notice to vacate given on 10.31.16, premises will be signed and shown by real estate agents to insure new tenant can take occupancy by 1.1.17.
   $6.000 January - December 2017
   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 $500.00 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 & Gardening and 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 expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

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 any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.
10. **POSSESSION.** If Lessor is unable to 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 term in 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, wall, 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 any time 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 of 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 any 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 and moving expenses.
18. **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 acts or 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 and 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 time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which Lessor may have.

Lessee [DC] [_____] has read this page

23. **SECURITY.** The security deposit will secure the performance of the Lessee's 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 waiver.
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 Lessor 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 ata 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 and 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 will 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 (1o) 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 are 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 will 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 option, 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 not 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 and may be modified only in wiring signed by all parties. The following exhibits are a part of this Lease:
    Exhibit A: Standard Lease Disclosure Addendum
    Exhibit B: Agency Disclosure
37. **ADDITIONAL TERMS AND CONDITIONS.**
    Option for additional lease open for discussion by August 1.2017.

Lessee [DC] [_____] has read this page

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 [DC] [_____] has read this page

Property Address: 353 College Avenue Santa Rosa, CA 94501

Lessee Darren Lampert, CEO Date 2/22/16 Lessee _____ Date _____

Darren Lampert
CEO/Chairman CRI Former
GrowGeneration Corp
503 N. Main Street, Suite 740
Pueblo, Colorado 81003

Email: Darren@growgeneration.com
Mobile: 914-9244235

ACCEPTANCE

The undersigned Lessor accepts the forgoing Offer and agrees to lease the premises on the terms and conditions set forth above

Lessee David Gates Date 2.1.2016 Lessee Linda S. Gates Date 2.1.2016
David L Gates Linda S. Gates

Lessors Address: 2671 Crow Canyon Road Telephone: 925-736-8176 Fax:
San Ramon, CA 94583 bj@dgates.com

Lessee acknowledges receipt of a copy of the accepted Lease on (date)_____[_____][_____]

Lessee [_____] [_____] I has read this page

Exhibit 10.26

The Henry Fund, LLC
Lease and Rental Agreement

This lease is made and entered into as of **January 25, 2016** by and between **The Henry Fund LLC ("Landlord"),** and **Grow Generation Pueblo Corp, a Colorado Corporation** ("Tenant"). Tenant's mailing address: **504 N Main St. #740 Pueblo CO 81003**

WITNESSETH:

1. PREMISES. Landlord, owner of the 4725-4745 Lipan Street located in Denver County, Colorado 80211 "the Property," does hereby lease to Tenant the following described portion of the Property, consisting of an Office Portion and a Warehouse Portion, (include street address, unit identification, approximate square footage and description)

   4731 Lipan Street

   +1- 4,498 square feet

   (hereinafter "the Premises).

2. TERMS. The term of the Lease shall commence on **March 1, 2016** and shall end on **February 28th, 2019** the term hereof shall be sooner terminated as hereinafter provided.

3. The rental rate for the term set forth in Section 2 shall be payable in monthly installments as follows:

Mar 1, 2016 to Mar 31, 2015	**$**	**0.00**
April 1, 2016 to May 31, 2017	**$**	**3,650.00**
April 1, 2017 to May 31, 2018	**$**	**3,760.00**
April 1, 2018 to May 31, 2019	**$**	**3,873.00**

and thereafter due and payable in advance at or before 12:00 noon on the first business day of each calendar month during said term at the offices of Landlord at **510 E 51st Avenue #205, Denver, CO 80216,** or such other place as Landlord from time to time, in writing, may designate. Prorated and/or partial monthly rent payments will NOT be made by the Tenant or accepted by the Landlord. If such Rent is not paid by the **FIFTH DAY** of such month for which it is due, Tenant agrees to pay a **LATE CHARGE** of **10%** of the overdue amount. Tenant understands that the Rent is based on a full month's rent, and that NO REFUNDS OF RENTAL CHARGES WILL BE MADE IF TENANT DOES NOT OCCUPY THE PREMISES FOR A FULL MONTH.

4. DEPOSIT. Landlord acknowledges receipt of a Deposit of **$3,650** to be held by Landlord, without interest, for the faithful performance of all of the terms, conditions, and covenants of this Lease. Landlord may apply the Deposit to cure any default under the terms of this Lease. Tenant, upon notification thereof, shall forthwith pay to Landlord any and all such expenditures so that Landlord will at all times have the full amount of the Deposit as security. Tenant may not apply the Deposit hereunder to the payment of the Rent reserved hereunder or the performance of any other obligations.

5. RENEWEL TERM. As additional consideration for the covenants of Tenant under this Lease, Landlord grants to Tenant an option (the "Options") to extend the term of the Lease for One (1) additional terms of Three (3) years (the "Option Terms"). The Options shall be on the following terms and conditions: (a) Written notice of Tenant's exercise of the Option shall be given to Landlord not later than three (3) months prior to the expiration of the initial Lease Term or an extension thereof ("Tenant's Notice"); (b) Tenant is not in Default under any provision of this lease (c) Tenant is financially stable at the sole judgment of the Landlord Upon receipt of Tenant's written notice of exercise, the Lease Term shall, subject to the conditions hereinafter contained, be deemed extended for the Option Term on the terms hereof and, at the request of either party, the parties shall enter into an amendment of the Lease for the purpose of documenting the extension. If Tenant fails to timely notify Landlord, or the conditions of (b) and (c) are not met then the Option shall terminate and the Lease shall expire in accordance with its terms, at the end of the initial Lease Term.

6. CHARACTER OF OCCUPANCY. Tenant agrees to use the Premises only for **Gardening Center,** in a careful, safe and proper manner, and that it will pay, on demand, for any damage to the Premises caused by the misuse of same by it, its agents or employees; that it will not use the Premises for any purposes prohibited by the laws of the United States or the State of Colorado, or the laws or ordinances of Denver County, Colorado, or any other applicable political or municipal body. Tenant shall not engage in any activity or conduct which creates any hazardous condition or which may vitiate or endanger the validity of the insurance on the Premises. Tenant shall not permit any disorderly conduct, noise, or nuisance of any nature to emanate from the Premises or to be created by its employees or guests having a tendency to annoy or disturb any persons occupying the adjacent Premises. Tenant further agrees that the Premises will be used for no unlawful purpose, will be kept in good condition (usual wear and tear excepted). Tenant shall not make any alterations of the Premises including, without limitation, drilling holes in walls, floors, doors, or ceiling for any purpose. Tenant shall dispose of any waste material properly in the container provided by the landlord or by hauling it from the Premises. Tenant further warrants that Tenant shall keep in the Premises only personal property that Tenant legally has the right to have in his possession.

7. DEFAULT, REMEDIES:

7.1 COVENANTS AND CONDITIONS: Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditional upon such performance. Time is of the essence in the performance of all covenants and conditions.

7.2 DEFAULTS. Tenant shall be in material default under this Lease: If Tenant abandons the Premises and fails to keep the Premises in a clean and safe manner; If Tenant fails to pay Rent of any other charge required to be paid by Tenant, as and when due; If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of ten (10) days after written notice from Landlord; provided that if more than ten (10) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the ten (10) day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement. If the Default is not cured by the Tenant then all the scheduled rent over the term of the lease is due.

7.3 REMEDIES. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

7.3.1 continue the Lease in effect and enforce all its rights and remedies hereunder, including the right to recover the Rent as it becomes due; at any time, after not less than three (3) days written notice of such default given in a manner required by law, terminate all of Tenant's rights hereunder and recover from Tenant all damages it may incur by reason of the breach of the Lease, including the cost of recovering the Premises and reasonable attorney's fees. Any such termination of Tenant's rights of possession under this subsection (b) shall not terminate Tenant's obligations for the payment of rent and any other amounts due to Landlord under this Lease, and such obligations shall continue until the end of the Term of this Lease as though no such early termination by Landlord's written notice had occurred; provide that, at any time after Landlord has terminated Tenant's right of possession, Landlord may terminate this Lease by further written notice to Tenant expressly stating that the Lease is being terminated and the date of such termination.

7.3.2 relet the same or any part thereof, as it may seem fit without terminating this Lease. For the purpose of such reletting, the Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises, as may, in the opinion of Landlord, be necessary or desirable for the purpose of such reletting. Landlord may thereafter relet the Premises upon such terms and conditions as Landlord may deem appropriate, making any such changes or repairs as may be required, and in such event, Landlord shall give credit to Tenant for all Rent received less all expenses of such changes and repairs, and Tenant shall be responsible for the balance of the Rent due hereunder until the expiration of the term;

7.3.3 in the event Tenant shall abandon or vacate the Premises, while in default of the payment of the Rent, Landlord may, at its option and without notice, enter said Premises and remove any signs and consider any property left in the Premises to be abandoned by Tenant and may dispose of the same pursuant to Colorado law. In the event Landlord reasonably believes that such abandoned property has no value, it may be discarded.

8. UNLAWFUL DETAINER. If Tenant remains in possession of the Premises following such notice of default, it shall be deemed guilty of unlawful detainer and shall be subject to eviction and removal by process of law or, if such may be accomplished without a breach of the peace, Landlord may reenter the Premises and retake and occupy the same, removing Tenant's property changing the locks, or break and remove any lock not provided by Landlord on the overhead sliding door(s) at the rear of the Premises and taking any other action reasonably necessary to regain possession. Notwithstanding Landlord's recovery of possession, Tenant shall remain responsible for all rental obligations under this Lease unless and until the Lease is terminated by Landlord pursuant to Paragraph 6.4(b) hereof.

9. ATTORNEYS FEES. In the event of any litigation between the parties hereto to enforce the provisions hereof, the prevailing party shall be entitled to recover all costs incurred in connection with such litigation, including reasonable attorney's fees.

10. HOLDING OVER. Unless Tenant has exercised a renewal option, 30 days prior to the expiration of the primary lease term, Tenant must give notice in writing to Landlord of its intention for the occupancy of the space. If notice is not given then, it is mutually agreed that the Tenant shall remain in possession of said 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 equivalent to **150%** of the last monthly payment hereinbefore provided for, payable in advance on the same day of each month as above provided, and all other terms and conditions of this Lease shall remain the same. In this Holding Over Period Landlord and Tenant must give 30 day's written notice to each other for this lease to be terminated.

11. INTERIOR IMPROVEMENTS:

11.1 LANDLORD'S INITIAL INTERIOR IMPROVEMENTS. --Landlord hereby agrees that prior to the effective date of this Lease, Landlord will construct the following initial interior improvements which shall be the sole responsibility and cost of Landlord: see additional provisions

11.2 TENANT'S INTERIOR IMPROVEMENTS. Landlord hereby consents to Tenant making the following initial interior improvements, construction or installation of fixtures which shall be the sole responsibility and cost of Tenant: **All proposed improvements shall lie submitted to the Landlord in writing for Landlord approval. Landlord will have up to 5 business days to respond in writing to the Tenant with approval or conditional approval or modifications of the submitted plans.**

11.3 RESTORATION: Tenant shall restore the Premises to the condition it was in prior to Tenant occupancy prior to the termination of this Lease with exception to the bathrooms

12. EXTERIOR IMPROVEMENTS/ WINDOW-DOOR COVERINGS. Tenant shall not make any improvements, modifications or alterations to the exterior of the Premises nor shall Tenant erect, post, hang or otherwise have any object or covering on the interior or exterior of windows or doors without Landlord's written consent.

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13. USE OF OFFICE PORTION. Except as provided in Paragraph 6 above, the Office Portion shall be used only for: (i) business office purposes and shall contain only office furniture, fixtures, office equipment and related incidental personal property. The Office Portion shall be maintained in a neat and orderly fashion, shall not be used for the storing of trade equipment, machinery supplies, chemicals, paints, construction materials, or refuse and shall at all times be maintained to reflect a reasonably good business appearance.

14. LANDLORD'S ALTERATIONS. The Landlord shall have the right (but not the obligation) at any time to enter the Premises to examine and inspect the same, or to make such repairs, additions, or alterations as it may deem necessary or proper for the safety, improvement or preservation thereof, and shall at all times have the right, at its election, to make such alterations or changes to other portions of the Premises as it may from time to time deem necessary or desirable.

15. SIGNS. Tenant hereby agrees that all signs and advertising displayed in or about the Premises or Property, shall be only such as advertises the business carried on upon said Premises, that Landlord shall control the character, location and size thereof, that Landlord shall have the right to establish uniform sign standards for all Tenants, and that no sign shall be displayed on the interior or exterior of windows, or the exterior of the, building except as shall be approved in writing by Landlord. A copy of a draft is attended for Landlords Approval.

16. DAMAGES, LOSSES, INDEMNIFICATION AND HOLD HARMLESS. All personal property of any kind and description whatsoever on the Premises, including any and all Tenant Improvements described in Paragraph 11.2 hereof, shall be placed or used on the Premises at Tenant's sole risk. Landlord carries no insurance which, in any way, covers any loss, to any such personal property or improvements. Landlord strongly recommends that Tenant secure his own insurance to protect itself and Tenant's personal property, improvements and fixtures against all perils of whatever nature. Landlord shall not be liable to Tenant or any other parties for any personal injuries or property damage, or loss from any act, or neglect of co-tenants or other occupants of the Property, or from the employees of Landlord or of other persons, or from bursting, overflowing, or leaking of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electric wires, or from gases or odors, or from theft, vandalism, fire, water, flood, hurricane, rain, explosion, business interruption or any cause whatsoever, unless the same is due to the willful acts of Landlord, its agents or employees. In the event Tenant acquires insurance with a duly licensed company, Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord, Landlord's agents or employees. Tenant acknowledges that Landlord does not take care, custody, control possession or dominion over the contents of the Premises and that the Landlord does not agree to provide protection for the Premises or the contents thereof. Tenant must take whatever steps it deems necessary to safeguard the contents of the Premises. Landlord shall provide Tenant with a reasonable number of keys to the doors of Premises. Tenant may not duplicate such keys; and upon termination of this Lease, Tenant shall surrender all such keys to Landlord. If Tenant desires to keep the overhead door in the rear of the Premises locked he must provide his own locks and keys and assumes full responsibility for the actions of those persons in possession of the keys and who have access to the Premises. Landlord shall not be liable for loss or damage resulting from failure, interruption or malfunction of utilities, appliances, or fixtures, if any, provided to Tenant under the terms of this Lease. Tenant hereby agrees to indemnify and hold harmless Landlord for and against any and all manner of claim(s) for damages or loss to personal property or personal injury and costs, including attorney's fees, no matter how caused, arising from Tenant's use of the Premises, or from any activity, work, or thing done, permitted or suffered by Tenant on or at the Premises.

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17. EXAMINATION AND SHOWING OF PREMISES. Should Tenant commit any monetary breach of Lease and such breach continue after 10 days written notice from Landlord, then Tenant agrees that Landlord or Landlord's representative shall have the right, upon reasonable cause, and 24 hour notice, to enter into and upon the Premises or any part thereof by any means including, without limitation, the cutting and removal of Tenant's lock, for the purpose examining the same for lease violations or condition thereof. Landlord or its agents may also enter the Premises at all reasonable times to show the property to potential tenants, buyers, investors, lenders or other parties, or for any other purpose Landlord deems reasonable. Landlord may place customary "For Lease" signs on the Premises.

18. NOTICES. Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the address set forth in Paragraph 1 hereof or to Landlord at the address set forth in Paragraph 3 hereof or at such other places as may be designated by the parties from time to time. It shall be the duty of Tenant to furnish Landlord notification in writing at Landlord's address provided herein of any change of address or phone number by certified mail, return receipt requested, or postage prepaid.

19. MAINTENANCE AND REPAIRS. Tenant shall be responsible for all interior repairs, HVAC, plumbing, general repairs, and utilities. Tenant shall repair any damage to any portion of the Premises caused by the conduct of Tenant, its employees, or guests. Tenant shall keep the improvements upon the Premises, such as electrical wiring, and glass in good repair all at Tenant's expense. Tenant shall keep the exterior of the Premises free from all litter, dirt, debris, and obstruction. Tenant shall further keep the Premises in a clean and sanitary condition as required by all applicable laws, ordinances and regulations. Landlord shall maintain and repair all other portions of the Premises and Property, except for damage caused by Tenant.

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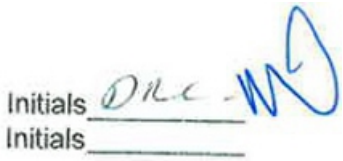
20. SURRENDER. Upon termination of this Lease, Tenant shall surrender the Premises in as good a condition as existed upon acceptance of the Premises with allowance for normal wear and tear. Tenant shall clean the Premises to the reasonable satisfaction of Landlord. Such cleaning shall include, but not limited to, the following: professional carpet cleaning, wash all painted surfaces, wash all glass (inside and out) patch all nail holes, replace all damaged ceiling tiles and sweep and wet mop all uncatpeted floors. Tenant shall surrender all keys to the Premises doors. Tenant shall have the right to remove from the Premises all trade fixtures and personal property of Tenant upon expiration or earlier termination of the Lease.

21. LIABILITY INSURANCE. Tenant shall obtain and keep in force a Commercial General Liability in the amount of $2,000,000 policy of insurance protecting Tenant and Landlord as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto.

22. UNTENANTABILITY. In the event the Premises shall become untenantable due to damage by fire, flood or other act not caused by Tenant, this lease shall be terminated as of the date of such damage, provided, however, if such damage may be repaired within ninety (90) days and Landlord elects to repair such damage, this Lease shall remain **in** effect and Tenant's rental obligations shall be abated during the period in which the Premises are not tenantable.

23. PARKING LOT. Tenant shall not permit the parking lot to be utilized for any purpose other than the parking of automobiles for Tenant, its employees and business guests during normal business hours or at other times when the Premises are being used by Tenant for its usual business purposes; provided, however, Tenant shall be limited at all times to Two **(2)** parking spaces in the area in front of the Premises. Other areas around the Premises which, although not currently striped for parking, are suitable for parking may be used by Tenant and its suppliers and customers on a first come basis. Tenant shall not permit large trucks, trailers or construction vehicles to be parked on the Property nor any vehicle of any type which occupies more than one space or obstructs the passage of their vehicles, without prior written consent of Landlord, **except that tenant should be allowed to park a trailer approximately 8' x 40' in front of the loading dock** (s), **from time to time, during the day but never overnight.** Tenant shall not permit any vehicle to remain continuously parked in the parking lot for more than seven (7) consecutive days; nor shall Tenant permit any vehicle to be parked within any of the secured area of the Property without the prior written consent of the Landlord.



24. UTILITIES. **Tenant shall pay for gas and electric.**

25. COMMON AREAS. All automobile parking areas, driveways, hallways, conference room, entrances and exits thereto, pedestrian sidewalks and ramps, landscaped areas and all other areas and improvements on the Property provided by Landlord for general use, in common with other tenants, their employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of all facilities and areas on the Property utilized in common with other tenants whether or not mentioned specifically in this section. Landlord shall have the right to change the arrangement of parking areas and other facilities above referred to; to restrict parking by tenants and their employees; to close temporarily all or any portion of the parking areas or facilities so that the same may be improved; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as Landlord may deem advisable. Tenant agrees not to permit the Property to be cluttered with refuse and debris caused by Tenant's officers, agents, employees or customers. Tenant shall ensure that all of its trash is neatly kept and retained in containers at places designated by Landlord. Tenant covenants that it will not permit or commit waste, impairment or deterioration of the Premises or the Property or any part thereof, reasonable wear and tear excepted.

26. CONDEMNATION. If all or any portion of the Premises is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate at the election of either party. If neither the Landlord not Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Premises not taken, except that the Rent shall be reduced in proportion to the reduction in the floor area of the Premises. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority.

27. PROTECTION OF LENDERS.

27.1 SUBORDINATION. Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. However, Tenant's right to quiet possession of the Premises during the lease term shall not be disturbed if Tenant pays the Rent and Initials I performs all of tenant's obligations under this Lease and is not otherwise in default.

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27.2 ATTORNMENT. If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or a purchaser, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

27.3 SIGNING OF DOCUMENTS. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. Such subordination and attornment documents may contain such provisions as are customarily required by any ground lessor, beneficiary under a deed of trust or mortgage or purchaser. If Tenant fails to do so within ten (10) days after a written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord or any transferees or successor or Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

28. ESTOPPEL CERTIFICATES.

28.1 Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other matters as may be reasonably required by Landlord or the holder of a mortgage, deed of trust or lien to which the Premises is, or becomes subject. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

28.2 If Tenant does not deliver such statement to Landlord within such ten (10) days period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

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29. WAIVER. No waiver of any breach of any one or more of the conditions or covenants of this Lease by Landlord shall be deemed to imply or constitute a waiver any succeeding or other breach hereunder.

30. SUBLEASE. Tenant agrees that it will not sublet the Premises, or any part thereof, nor assign this Lease, or any interest therein, without the prior written consent of Landlord.

31. ACCEPTANCE OF PREMISES. The taking of possession of said Premises by the Tenant shall be conclusive evidence as against Tenant that said Premises were in good and satisfactory condition when possession of the same was taken.

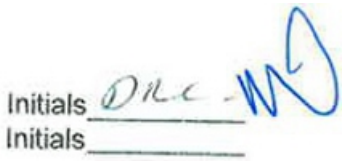
32. AMENDMENT or MODIFICATION. Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements, or warranties, except such are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless set forth in writing and executed by the parties hereto in same manner as the execution of this Lease.

33. PAYMENTS AFTER TERMINATION. No payments of money by Tenant to the Landlord after the termination of this Lease, in any manner, or after the giving of any notice (other than a demand for the payment of money) by Landlord to Tenant, shall reinstate, continue, or fiend the term of this Lease or affect any notice given to Tenant prior to payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting Landlord possession of said Premises, Landlord may receive and collect any sums of rent due, or any other sums of money due under the terms of this Lease, and the payment of such sums of money whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or any judgment theretofore obtained.

34. BINDING EFFECT. The provisions, terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

35. SEVERABILITY, A determination by a court of competent jurisdiction that provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of said provisions of this Lease which shall remain in full force and effect.

36. BROKERS. Tenant represents and warrants to Landlord that no brokers, agents or finders who may be entitled to a commission or fee, have been engaged, employed or otherwise dealt with by Tenant except: **Fuller Real Estate. Brian Baker**



37. COLORADO LAW. This Lease and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State of Colorado.

38. ADDITIONAL PROVISIONS:

1. **Utilities to the unit shall be placed in Tenant's name during its occupancy.**
2. **Landlord will remove part of the office agreed to by Landlord and Tenant**
3. **Landlord will warrant all HVAC, Lighting and plumbing is good working order prior to Tenant occupancy**

NOTICE: THIS DOCUMENT HAS LEGAL CONSEQUENCES. CONSULT WITH LEGAL COUNSEL FOR EXPLANATION OF THE CONTENT OF THIS CONTRACT.

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IN WITNESS WHEREOF, the said Landlord and Tenant have entered into this lease and Rental Agreement by executing the same in duplicate as of the day and year first above written.

LANDLORD:

The Henry Fund, LLC

Signature;	/s/ Joseph W. Henry
Printed Name:	Joseph W. Henry
Title:	**Manager**

TENANT:

Grow Generation Pueblo Corp

Signature:	/s/ Darren Lampert
Printed Name:	Darren Lampert
Title:	CEO
Phone #:	914-924-1235
Fax #:	Darren@growgeneration.com

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Landlord Approval Subject To Iowa City Sign Requirements And C.T Code

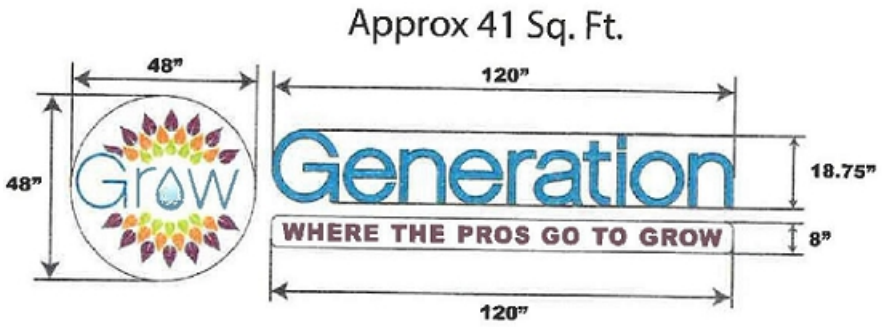

Exhibit A

Exhibit 10.27

INVENTORY PURCHASE AGREEMENT

THIS INVENTORY PURCHASE AGREEMENT is made and entered into as of the ___ day of November 20th, 2015 (this "Agreement") by and among GrowGeneration Corp., a Colorado Corporation ("Buyer") and Greenhouse Tech, Inc., a Colorado Corporation ('Seller" and together with the Buyer, the "Parties").

RECITALS

A. Seller currently owns certain inventory at it store located at, 917 E. Fillmore St. Colorado Springs. CO 80907 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 60 percent 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 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, 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 Purchase 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: /s/ Darren Lampert
Name: Darren Lampert
Title: CEO

SELLER:

GREENHOUSE TECH, INC.

By: /s/ Jeani Lee 11/20/2015
Name: Jeani Lee
Title: Owner

Exhibit B

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is dated as of November 20th, 2015 from Green House Tech, Inc. to GrowGeneration Corp.

RECITALS

A. Seller and Buyer are parties to an Inventory Purchase Agreement, dated as of November 20th, 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.

GREENHOUSE TECH, INC.

By: /s/ Jeani Lee 11/20/2015
Name: Jeani Lee
Title: Owner

CONSULTING AGREEMENT

CONSULTING AGREEMENT dated as of November 20th , 2015 (this "Agreement") by and between GrowGeneration Pueblo Corp., a Colorado Corporation (the "Company") and ("Consultant") Jeani Lee individuals residing at 6910 Alpaca Height Colorado.

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 Include any customers or clients with whom the Consultant or Green House Tech 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 Green House Tech 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 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 for 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.

1.4 The Company shall provide the Consultant with marketing support, including online and print materials, to assist the Consultant in her duties hereunder.

1.5 The Consultant shall render to the Company the services described above, with respect to which the Consultant shall apply her best efforts and attention to perform her 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 .The Consultants will be deemed to have fulfilled her obligations under this Section 1.5 if they collectively spend at least 10 hours per month performing the services described in Section 1.1

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 she 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 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 For the referral of New Clients and new business by the Consultants during the Engagement Period and in consideration of the Consultant having entered into this agreement, the Company agrees to pay consultant compensation equal to 20% 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 her 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."

3.2 All business expenses are subject to a prior written approval by the Company's COO.

3.3 The Consultant Agrees to work approximately 25 Hours a week forthe Company at a cost of $13 per hour.

4. Relationship. Consultant shall be an independent contractor and not an employee of the Company. The Contractor shall pay all expenses related to Contractor 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 ventures or co-partners.

5. Non-Circumvent; Non-Compete; Confidentiality. During the Term of this Agreement, the Company may introduce the Consultant to its employees, management, and individuals and companies who may be potential clients or customers of the Company. The Consultant hereby agree that she will not enter into any contract 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 agree that she 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 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.

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 **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.

7.3 **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.

7.4 **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.

7.5 **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.

7.6 **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.

7.7 **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.

7.8 **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.

7.9 **Arbitration.** Any dispute or controversy arising under or in connection with.

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/ Jeani Lee 11/20/2015
Name: Jeani Lee

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 January 4, 2016, 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 three million (3,000,000) 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.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[2] 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 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. 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: _____ **Name:** **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 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 Edgar version filed with the Securities and Exchange Commission of our report dated May 6, 2016 on the financial statements of Grow Generation Corp and Subsidiaries. We also consent to the references to us under the heading "Experts" in this Registration Statement on Form S-1.

Connolly, Grady + Cha, P.C.

Philadelphia, Pennsylvania
Date: May 10, 2016

Member of the American Institute of Certified Public Accountants,
Public Company Accounting Oversight Board, and Pennsylvania Institute of Certified Public Accountants

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