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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): April 10, 2017

GROWGENERATION CORP
(Exact Name of Registrant as Specified in its Charter)

Colorado
(State or other Jurisdiction
of Incorporation)

333-207889
(Commission
File Number)

46-5008129
(I.R.S. Employer
Identification No.)

1000 West Mississippi Avenue
Denver, Colorado 80233
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **800-935-8420**

N/A
(Former Address of Principal Executive Offices)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 5 - Corporate Governance and Management

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 10, 2017, GrowGeneration, Corp. (the "Company") entered into a 3-year executive employment agreement (the "Employment Agreement") with Joe Prinzivalli, pursuant to which Mr. Prinzivalli agreed to provide his services to the Company as Chief Operating Officer. In consideration of the services to be provided by Mr. Prinzivalli under the Employment Agreement, the Company agreed to pay Mr. Prinzivalli a salary of \$100,000 per annum with a 10% annual raise. The Company also agreed to issue to Mr. Prinzivalli 50,000 shares of common stock as of the date of the agreement, 50,000 shares as of December 31, 2017 and 50,000 shares as of December 31, 2018.

On April 10, 2017, the Company entered into a separation and release agreement (the "Separation Agreement") with Jason Dawson, pursuant to which the parties agreed to terminate that certain employment agreement under which Mr. Dawson provided his services to the Company as Chief Operating Officer. As of the effective date of the Separation Agreement, Mr. Dawson resigned from the position of Chief Operating Officer of the Company, as well as from any and all positions as an officer of any subsidiary of the Company. Mr. Dawson's resignation was not a result of any disagreements with the Company regarding its operations, policies or practices.

Pursuant to the Separation Agreement, Mr. Dawson agreed that sales of any shares of common stock of the Company owned by Mr. Dawson shall be subject to the Company's insider trading policy, and that any sales within a calendar quarter shall not exceed 50,000 shares. In addition, the Company agreed to extend the termination period of certain options granted to Mr. Dawson to purchase shares of common stock, which shall be exercisable prior to May 1, 2018.

As of the same date of the Separation Agreement, the Company and Mr. Dawson also entered into a consulting agreement (the "Consulting Agreement"), pursuant to which Mr. Dawson agreed to provide consulting services to the Company as an independent contractor, up to 20 hours per week, for a period of six months. In consideration of the services to be provided by Mr. Dawson under the Consulting Agreement, the Company agreed to pay Mr. Dawson an hourly fee of \$60 and issue 50,000 shares of common stock to Mr. Dawson as of the date of the agreement.

The foregoing descriptions of the terms of the Employment Agreement, Separation Agreement and Consulting Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the forms of the agreements filed herewith as Exhibits 99.1, 99.2 and 99.3, respectively.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Form of Executive Employment Agreement with Joe Prinzivalli, dated April 10, 2017
99.2	Form of Separation and Release Agreement with Jason Dawson, dated April 10, 2017
99.3	Form of Consulting Agreement with Jason Dawson, dated April 10, 2017

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: April 14, 2017

GrowGeneration Corp.

By: /s/ Darren Lampert

Name: Darren Lampert

Title: CEO

FORM OF EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the “**Agreement**”) dated as of April 10, 2017 (the “**Effective Date**”), is by and between GrowGeneration Corp., a Colorado Corporation with offices at 1000 W Mississippi Ave., Denver, CO 80223 (the “**Company**”) and Joe Prinzivalli, an individual residing at 2645 Forecastle Dr. Fort Collins, CO 80524 (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 and President 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. A copy of the Executives duties are attached hereto as Exhibit 1.

(c) Devotion of Executive’s Time. Subject to Section 2(d) hereof, the Executive shall devote 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 and shall travel as needed.

(d) Representations. The Executive represents and warrants to the Company that the Executive has the right to negotiate and enter into this Agreement, and the Executive’s execution, delivery and performance of this Agreement does not breach, interfere with or conflict with any other contractual agreement, covenant not to compete, option, right of first refusal or other existing business relationship or any judgment or order, in each case, to which the Executive is a party or otherwise subject.

2. **EMPLOYMENT TERM.**

(a) **Initial Term.** The initial term of employment shall be for a period of three years (the **Employment Term**), commencing with the date hereof, unless sooner terminated as provided in this Agreement. This Agreement shall be renewed annually for a term of one year unless the Company or the Executive gives notice to the other of termination at least six (6) months prior to the expiration of the initial term, or any successive term, as the case may be.

(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

The Company shall pay to the Executive for the services to be rendered by the Executive hereunder, a salary for the initial Employment Term under this Agreement at the rate of \$100,000 per annum. The salary shall be payable in accordance with the Company's regular policies, subject to applicable withholding and other taxes. Such salary will be increased each January 1 during the term of this Agreement by an amount equal to 10% of the Executive's salary for the prior fiscal year.

(a) 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, 2017 in an amount to be determined at the discretion of the Board of Directors of the Company.

(b) Grant of Common Shares. The Executive will be granted common shares of 50,000 shares of restricted stock of the Company pursuant to that Option Agreement dated March 6, 2014 (the "**Option Agreement**") on the signing of this Agreement and will be granted an additional 50,000(X) common shares on December 31, 2017 and an additional 50,000 common shares on December 31, 2018. The disposition, transfer or sale of the common shares granted in the Option Agreement is subject to the terms and conditions of the Option Agreement and the Company's 2014 Equity Incentive Plan.

(c) Expenses. The Company agrees promptly to reimburse the Executive for all reasonable and necessary business expenses, including without limitation, travel, telephone and Automobile 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. The Company will provide Executive with a Company gas card to be used for all business related travel to and from the Executive's home office. A Company vehicle will be provided to Executive.

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(t) 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).

5. **TERMINATION BY THE COMPANY OR THE EXECUTIVE WITH NO REASON** Either the Company or the Executive shall have the right to terminate the Executive's employment hereunder for "No Reason" by providing the Company's Board of Directors with ninety (90) days-notice. Notwithstanding the foregoing, if the Executive terminates this Agreement, the Company shall have the right to terminate this Agreement at any time during the ninety (90) day notice period.

6. **EMPLOYEE BENEFITS.**

(a) Eligibility. During the period of the Executive's employment with the Company hereunder, the Executive shall be entitled to receive such other perquisites and fringe benefits generally if and when made available by the Company to its senior executives and key management employees as a group in accordance with the plans and policies of the Company. The Company will pay 10% of the expense of the Executive's health insurance.

(b) Vacation Time. The Executive shall be entitled to paid vacation time and holidays per annum as is consistent with his position with the Company and the performance of his duties hereunder: provided that the Executive shall not be able to take vacation time at any time that would materially interfere with the business or operations of the Company. The Executive shall be entitled to three (3) weeks of paid vacation for each twelve (12) months of employment. The timing is subject to the approval of the CEO.

(c) The Executive is entitled to all paid time all observed holidays.

7. **DEDUCTIONS AND WITHHOLDINGS.** The 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

8. **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 an 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.

9. 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.

(a) Definition of Confidential Information. For purposes of this Agreement the term "**Confidential and Proprietary Information**" shall mean any and all (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.

(b) 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.

(c) Non-Compete. The Executive covenants and agrees that, while the Executive is employed by the Company, in the state of CO, and a period of two (2) years 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.

(d) 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 Mown to the Executive prior to the date of this Agreement.

(e) 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).

(f) 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.

(g) 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.

9 . **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 telecopies 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 (2nd) 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.

10. **GENERAL PROVISIONS.**

(a) **Benefit of an 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 11(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.

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 LAW 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.

(b) 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.

(c) 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.

(d) 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.

(c) 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.

(f) 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.

EXECUTIVE

By: _____

By: _____

FORM OF SEPARATION AND RELEASE AGREEMENT

THIS SEPERATION AND RELEASE AGREEMENT ("Agreement") is entered into as of April 10, 2017 (the "Effective Date"), by and between GrowGeneration Corp., a Colorado corporation, on behalf of itself, its subsidiaries and each of their respective employees, officers, directors, owners, shareholders, and agents (the "Company") and Jason Dawson ("Employee").

RECITALS

WHEREAS, Employee is employed by the Company pursuant to the terms of an Employment Agreement between the Company and Employee, dated February 23, 2015 (the "Employment Agreement");

WHEREAS, pursuant to the Employment Agreement, the Employee has served as an officer of the Company for three years, and currently holds the position of Chief Operating Officer of the Company;

WHEREAS, the Employee wishes to resign his employment with the Company, and the parties hereto wish to conclude the Employee's employment on the terms set forth in this Agreement and to provide for certain post-employment covenants;

WHEREAS, the Employee holds shares of restricted common stock and stock options of the Company (the shares of common stock and shares of common stock issuable upon exercise of the options shall be referred to herein as the "Common Stock"); and

WHEREAS, simultaneously with this Agreement, the Employee has entered into a consulting agreement with the Company, dated as of the date hereof (the "Consulting Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement and the Consulting Agreement, the parties hereto agree as follows:

1. Termination of Employment

The Employee's employment with the Company shall cease effective on April 10, 2017 (the "Termination Date"). Effective as of the Termination Date, the Employee hereby resigns his position as Chief Operating Officer of the Company, as well as from any and all positions held by the Employee as an officer of any subsidiary of the Company.

2. Stock Compensation. (i) The Company agrees to remove the restrictive legend on removal, in the opinion of counsel for the Company, would violate the Securities Act of 1933, as amended (the "Securities Act") (or any other federal or state statutes having similar requirements as may be in effect at that time). Employee agrees to provide supporting documents for legend removal containing representations and information required under the Securities Act in a form satisfactory to the counsel for the Company. Any public or private sales of the Common Stock owned by Employee shall be subject to compliance with the Company's black-out period and other sale restriction policies for affiliates of the Company (the "Insider Trading Policy"). In addition, the Employee agrees not to sell in excess of 50,000 shares of the Company's Common Stock in any calendar quarter, subject in all events to compliance with the Company's Insider Trading Policy (the "Leak-Out Period") and the provisions of Rule 144 of the Securities Act. An appropriate legend describing this Agreement and the Leak-Out Period shall be imprinted on each stock certificate representing Common Stock owned by the Employee and the transfer records of the Company's transfer agent. The Employee agrees that he will not engage in any short selling of any of the Company's common stock during the Leak-Out Period.

(ii) Any transferee of any of the shares of Common Stock owned by the Employee that is covered by this Agreement in a private sale shall be subject to (a) the receipt by the Company of a legal opinion from legal counsel satisfactory to the Company to the effect that the private sale complies with the provisions of the Act; and (b) agreement by the transferee to be bound by the same resale and other conditions as relate to Employee under this Agreement.

3. Extension of Option Exercise Period. Pursuant to that certain stock option award agreement (the "Stock Option Award Agreement") dated September 4, 2014 by and between the Company and Employee, Employee received options to purchase a total of 100,000 shares of common stock of the Company, with 33,333 shares vested as of September 4, 2014, 33,333 shares vested as of September 4, 2015 and the remaining 33,334 shares vested as of September 4, 2016. Employee and the Company agree that the termination period contained in the Stock Option Award Agreement shall be revised and amended to provide that the options granted to Employee shall be exercisable prior to May 1, 2018.

4. Expenses. The Company shall reimburse Employee for any outstanding expenses, which were reasonably incurred by Employee during the course of providing service to the Company and previously approved by the Company, payable to Employee at the time of execution of this Agreement.

5. Employee Covenants

A. **Confidential Information.** Employee acknowledges that during the course of employment with the Company, Employee has had access to and learned about Confidential Information (defined hereafter) of the Company. Employee further acknowledges that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by the Employee might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties. At any time prior to or after the Termination Date, the Employee shall not, (a) except as required by law or by order of a government agency or court of competent jurisdiction (provided that the disclosure does not exceed the extent of disclosure required by such law or order), directly or indirectly disclose or make available to any person, firm, corporation or other business entity any Confidential Information, in whole or in part, concerning the business, finances, products, services, operations, clients, employees, or affairs of the Company or any subsidiary or affiliate thereof, for any reason or purpose whatsoever, or (b) make use of any such non-public information for personal purposes or for the benefit of any person, firm, corporation or other business entity, except the Company or any subsidiary or affiliate thereof. "Confidential Information" means information not generally known or available outside the Company and information entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, research, product or service ideas or plans, software codes and designs, developments, processes, formulas, techniques, lists of, or information relating to, suppliers and customers, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to the Employee by the Company. The Employee understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Employee shall, within ten (10) days following to the Termination Date, return to the Company any documents, records, files and other information (whether recorded or stored in paper or electronic form) and any property belonging or relating to the Company, its affiliates, customers, clients or employees, except as requested in the performance of the Employee's obligations under the Consulting Agreement. The Employee acknowledges that all such materials are, and will remain, the exclusive property of the Company, and the Employee may not retain originals or copies of such materials. Exhibit A to this Agreement contains a list of all digital and physical files, including but not limited to emails sent and received, financial information, customer information and vendor information maintained by the Employee and the location of such files.

B. Nonsolicitation and Non-Hire Restriction. For a period of two (2) years following the Termination Date (the "Restricted Period"), the Employee shall not, whether on his own behalf or on behalf of or in conjunction with any other person or entity, directly or indirectly,

- (i) cause any customer, client, or agent doing business or having business relationship with the Company or any of its subsidiaries or affiliates to alter or terminate such person's relationship with the Company or its subsidiaries or affiliates in any way, or
- (ii) solicit or hire any employee who (a) was employed by the Company or any subsidiary or affiliate thereof as of the Termination Date or (b) left the employment of the Company or any subsidiary or affiliate thereof on or within two months prior to the Termination Date.

C. Nondisparagement. The Employee shall not publicly or privately disparage or denigrate the Company or its officers or directors in respect of their integrity or business practices, performance, skills, acumen, experience or success, or concerning any officers or directors personally. The Company shall not and shall direct its officers and directors not to, publicly disparage or denigrate the Employee in respect of the Employee's integrity or business practices, performance, skills, acumen, experience or success, or concerning the Employee personally. The respective parties shall only be responsible for, and bear any and all liability, for, any breach of this Section 5.C if such breach is knowingly and willfully committed and involves a material public disparagement of the other party. Notwithstanding the foregoing, neither the Company nor the Employee shall be entitled to terminate, rescind, repudiate or seek judicial invalidation of this Agreement or any of its provisions as a remedy for any breach or alleged breach of this Section 5.C. Notwithstanding the foregoing, nothing in this Section 5.C is intended to prohibit, limit or prevent either party from providing truthful testimony in a court of law, truthful statements to a government official, regulatory or law enforcement agency or pursuant to voluntary requests by staff of the Securities and Exchange Commission ("SEC") or a properly issued subpoena, including, without limitation, in connection with an SEC investigation, and such testimony or statements shall not be deemed to be a violation of this Section 5.C.

D. Release. The Employee and the Employee's heirs, executors, representatives, agents, insurers, administrators, successors, and assigns (collectively, the "Releasors") irrevocably and unconditionally fully and forever waive, release, and discharge the Company, including the Company's subsidiaries, affiliates, predecessors, successors, and assigns, and all of their respective officers, directors, employees and other related persons or entities, in their corporate and individual capacities (collectively, the "Releasees") from any and all claims, demands, actions, causes of actions, obligations, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever (collectively, "Claims"), whether known or unknown, from the beginning of time to the date of the Employee's execution of this Agreement, including, without limitation, any claims under any federal, state, local, or foreign law, that Releasors may have, have ever had or may in the future have arising out of, or in any way related to the Employee's hire, benefits, employment, termination, or separation from employment with the Company and any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter.

E. Consulting and Cooperation. The Employee agrees to enter into and perform his obligations under the Consulting Agreement.

6. Public Announcement. The Employee shall have the right to review any press release or other public announcement made by the Company in connection with the execution of this Agreement and matters relating to this Agreement. The Company shall in good faith consider any suggestions that Employee communicates to the Company with reasonable promptness after receiving a draft of any such press release or other public announcement, provided that the Company shall have the right in its sole discretion to make all final determinations with regard to any such press release or other public announcement. The Employee shall not make any public announcement concerning his employment with or termination of employment from the Company nor make any private statement that is inconsistent with the Company's public announcements, provided that the Employee shall not be precluded from providing truthful testimony in a court of law, truthful statements to a government official, regulatory or law enforcement agency or pursuant to voluntary requests by SEC staff or a properly issued subpoena.

7. **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 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.

If to the Employee:

Jason Dawson
4687 State Hwy 69
Cotopaxi, CO 81223

If to the Company:

GrowGeneration Corp.
1000 Mississippi Ave.
Denver, CO 80221

8. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado applicable to contracts entered into and wholly to be performed in the state of Colorado by Colorado residents. Each party waives any objection to venue in Denver County, Colorado, and agrees and consents to personal jurisdiction of the courts of the state of Colorado in any action or proceeding arising out of or in any way connected with this Agreement.

9. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10. Entire Agreement. This Agreement, together with the Consulting 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.

11. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by both the Employee and by the Company. 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.

12. No Assignment. The Employee may not assign this Agreement in whole or in part. Any purported assignment by the Employee shall be null and void from the initial date of purported assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Separation and Release Agreement as of the day and year first above written:

COMPANY:

GROWGENERATION CORP.,
a Colorado corporation

By: _____
Darren Lampert, CEO

EMPLOYEE:

By: _____
Jason Dawson

FORM OF CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made and entered into as of April 10, 2017 (the “Effective Date”), by and between GrowGeneration Corp., a Colorado corporation (the “Company”) and Jason Dawson (“Consultant”).

RECITALS

- A. Consultant was previously employed by the Company as Chief Operating Officer.
- B. Consultant has valuable knowledge, expertise, and skills relating to the management of the Company’s business and the transition of certain information in connection therewith.
- C. The Company desires to engage Consultant as an independent contractor and consultant, and Consultant desires to accept such engagement on the terms and provisions, and subject to the conditions, set forth in this Agreement.

AGREEMENT

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

1. Consideration. In consideration of Consultant’s execution of this Agreement, the Company agrees as follows:

- 1.1 During the Term (defined hereafter), Consultant shall advise and assist the Company in the management and operation of the business of the Company as a retail analyst, using Consultant’s reasonable best efforts for up to 20 hours per week at an hourly rate of \$60.
 - 1.2 The Consultant shall respond and report to the Chief Executive Officer and such other persons as the Chief Executive Officer may direct.
 - 1.3 The Consultant represents and warrants that all information it may provide to Company regarding the Company’s business, including information relating to its products and prices shall be complete and accurate in all material respects.
 - 1.4 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.
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2. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of 6 months, unless soon terminated as provided in the next sentence. Each party has the right to cancel this agreement on 30 days written notice, to the other, with or without cause.

3. **Stock Compensation.** The Company agrees to issue 50,000 shares of its common stock to Consultant upon the execution of this Agreement.

4. **Relationship.** Consultant shall be an independent contractor and not an employee of the Company. Consultant shall pay all expenses related to Consultant's services hereunder, including insurance and taxes related to Consultant's business and services. 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 partners.

5. **Intellectual Property Rights.** The Company is and shall be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the services of Consultant performed under this Agreement (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively "Intellectual Property Rights") therein. Consultant agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for the Company. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Consultant hereby irrevocably assigns to the Company, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Upon the request of the Company, Consultant shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect, record, or enforce its rights in any Deliverables. Consultant shall have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. Consultant shall have no right or license to use the Company's trademarks, service marks, trade names, logos, symbols, or brand names.

6. **Non-Circumvent.** During the Term of this Agreement, the Company may introduce Consultant to its employees, management, consultants and individuals and companies who may be potential clients or customers of the Company, and Consultant hereby agrees that it will not contract with, deal with, or otherwise engage in any commercial transaction with any of such persons without the written permission of the Company.

7. Confidentiality. During the Term of this Agreement, Consultant may have access to and learn about Confidential Information (defined hereafter) of the Company. Consultant acknowledges that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by Consultant might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties. Consultant shall not, (a) except as required by law or by order of a government agency or court of competent jurisdiction (provided that the disclosure does not exceed the extent of disclosure required by such law or order), directly or indirectly disclose or make available to any person, firm, corporation or other business entity any Confidential Information, in whole or in part, concerning the business, finances, products, services, operations, clients, employees, or affairs of the Company or any subsidiary or affiliate thereof, for any reason or purpose whatsoever, or (b) make use of any such non-public information for personal purposes or for the benefit of any person, firm, corporation or other business entity, except the Company or any subsidiary or affiliate thereof. "Confidential Information" means information not generally known or available outside the Company and information entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, research, product or service ideas or plans, software codes and designs, developments, processes, formulas, techniques, lists of, or information relating to, suppliers and customers, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Consultant by the Company. Consultant understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Consultant agrees that any Confidential Information developed by Consultant in connection with the services provided under this Agreement, including but not limited to any Deliverables, shall be subject to the terms and conditions of this clause.

8. 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.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado applicable to contracts entered into and wholly to be performed in the state of Colorado by Colorado residents. Each party waives any objection to venue in Denver County, Colorado, and agrees and consents to personal jurisdiction of the courts of the state of California in any action or proceeding arising out of or in any way connected with this Agreement.

10. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11. Entire Agreement. This Agreement, together with the Separation and Release 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.

12. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by both the Employee and by the Company. 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.

13. 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.

14. No Assignment. The Employee may not assign this Agreement in whole or in part. Any purported assignment by the Employee shall be null and void from the initial date of purported assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the day and year first above written:

COMPANY:

GROWGENERATION CALIFORNIA CORP.,
a Colorado corporation

By: _____
Darren Lampert, CEO

CONSULTANT:

By: _____
Jason Dawson