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): September 14, 2018

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

Colorado	**333-207889**	**46-5008129**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1000 West Mississippi Avenue
Denver, Colorado 80223
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **(303) 386-4796**

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Section 1 – Registrant's Business and Operations

Item 1.01. Entry Into a Material Definitive Agreement

On August 30, 2018, GrowGeneration Corp. (the "Company") entered into an asset purchase agreement (the "Purchase Agreement"), amended on September 14, 2018, with Virgus, Inc. d/b/a/ Heavy Gardens, an online store of hydroponic and garden supplies ("Heavy Gardens") to purchase the assets of Heavy Gardens through its wholly-owned subsidiary, GrowGeneration HG Corp. The closing of the asset purchase took place on September 14, 2018.

The assets subject to the sale under the Purchase Agreement, included fixed assets, tangible personal property, intangible personal property and contracts. As consideration for the assets, the Company agreed to pay Heavy Gardens (i) 50,000 shares of restricted common stock of the Company, plus an additional bonus of 15,000 shares for each incremental $1 million of gross revenue generated by the store over $2 million in any calendar year, up to a maximum of 120,000 bonus shares (i.e. a maximum of 170,000 shares in total), and (ii) a cash payment of $150,000 and a promissory note for $72,000 with an interest of .01% per annum payable in twelve equal monthly installments, plus an additional bonus of $5,000 earned for each month that the gross revenue of the store exceeds $200,000, up to a maximum of $75,000 bonus (i.e. a maximum of $225,000 cash in total).

The foregoing descriptions of the terms of the Purchase Agreement and its amendment, and the promissory note do not purport to be complete and are qualified in their entirety by reference to the full text of the forms of them filed herewith as Exhibits 99.1, 99.2 and 99.3, respectively.

Section 2 – Financial Information

Item 2.01. Completion of Acquisition or Disposition of Assets

Disclosures under Item 1.01 above are incorporated hereunder in their entirety.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	***Description***
99.1	Form of Asset Purchase Agreement, dated August 30, 2018, by and among GrowGeneration Corp., GrowGeneration HG Corp. and Virgus, Inc. d/b/a/ Heavy Gardens
99.2	Form of Amendment to Asset Purchase Agreement, dated September 14, 2018
99.3	Form of Promissory Note

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: September 20, 2018

GrowGeneration Corp.

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

Exhibit 99.1

FORM OF ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement') is made and entered into as of the day of August 30, 2018 by and among GrowGeneration HG Corp, a Delaware Corporation ("Buyer") with offices at 1000 W. Mississippi, Denver CO 80223 CO 80223, GrowGeneration Corp, a Colorado Corporation ("Issuer") and Virgus,Inc.d/b/a Heavy Gardens a California "S" Corporation with its address located at 4395B Vine Hill Road Sebastopol, CA 95472. ("Seller").

R E C I T A L S

A. Seller is a S corporation doing business as Heavy Gardens. (the "Business").

B. The Business consists of sales of hydroponic and garden supplies on the Heavy Garden Website

C. Subject to the terms and conditions of this Agreement, Buyer is willing to purchase, and Seller is willing to sell the assets, rights and properties of the business.

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

1. DEFINITIONS

For the purposes of this Agreement, the terms set forth below shall have the following meanings:

1.1 "Assets" shall be as defined in Section 2.1.

1.2 "Closing" shall be as defined in Section 2.4.

1.3 "Debt" shall be defined as any monies owed by the Business as enumerated in Schedule A-1.

1.4 "Liens" shall mean all liens, charges, easements, security interests, mortgages, conditional sale contracts, equities, rights of way, covenants, restrictions, title defects, objections, claims or other encumbrances.

1.5 "Material Adverse Effect" shall mean an event which has a material adverse effect on the condition, financial or otherwise, of the Assets, business, prospects or results of operations the business.

1.6 "Shares" shall mean 50,000 restricted GrowGeneration Corp. common shares, GrowGeneration Corp being a publicly held Colorado Corporation, symbol (OTCQX: GRWG) whose address is 1000 W. Mississippi, Denver CO 80223 (the "Issuer") The term "restricted" shall have the same meaning as defined under the Securities Act of 1933 ("Securities Act") Rule 144.

2. SALE AND PURCHASE OF ASSETS

2.1 Sale of Assets. On the terms and subject to the conditions of this Agreement and for the consideration set forth herein, Seller shall at the Closing, sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all the Assets of the business. The Assets shall include all assets of the Business identified by the terms of this Agreement or described with particularity in Schedule 2.1 to this Agreement. The Assets shall include the following: All Customer Lists, the Trade Mark Heavy Gardens, URL, Software, Contract with Digital Marketing Company, IP, Account Numbers with all Vendors and any other Tangible and Intangible Assets of Heavy Gardens.

2.1.1 Fixed Assets and Tangible Personal Property. To the extent any of the following exists, all fixed assets and tangible personal property of the Business as it relates to this transaction, including all equipment, supplies, furniture, fixtures, hardware. A list of such fixed assets and tangible personal property is attached hereto.

2.1.2 Intangible Personal Property. To the extent any of the following exists, all intangible property of the Business including without limitation, software, copyrights software source codes, customer lists, customer files, customer records, trade and other association memberships and rights, and licenses and permits susceptible of transfer under regulatory agency rules. A detailed list of such assets is attached hereto.

2.1.3 Contracts. To the extent any of the following exist, all rights in and to the contracts of the Business including license agreements, assignment agreements, distribution agreements and agreements for leased equipment (the "Contracts"). A list of all written Contracts is attached hereto as_showing, for each Contract, the names of the parties, the subject of the Contract, the basic terms and the consideration involved.

2.2 Asset Purchase Price. Subject to the terms and conditions of this Agreement, and in full consideration for the transfer of such Assets at Closing, Buyer shall pay the Seller an aggregate purchase price equal to 50,000 shares of restricted common stock of the Company plus an additional Bonus of 15,000 shares for each incremental $1.0M in gross revenue over $2. 0 M dollars (Ex, 15,000 shares at $3.0 M, 30,000 shares at $4.0 M) up to 120,000 shares or 170,000 shares in total, and a cash payment of $150,000 and a Promissory Notes for Seventy-two Thousand Dollars ($72,000) bearing interest at .1% per annum payable in twelve (12) equal monthly installments payable to Seller plus an additional Bonus of $5,000 earned for each moth that gross revenue exceeds $200,000 up to $75,000 or $225,000 in total. In addition, the Company will enter into a consulting agreement with Jeffrey Callison at a rate of $2,000 per month.

2.3 Closing.

2.3.1 Closing Date. The closing of the purchase and sale of the Assets shall take place, on or before September 14, 2018, provided all conditions to the closing shall have been satisfied or waived, or at such other place, date or time as Buyer and Seller may agree in writing. The date of the Closing shall constitute the "Closing Date."

2.3.2 Seller's Deliveries at Closing. At the Closing, Seller will deliver or cause to be delivered to Buyer:

(a) Bill of Sale of Seller authorizing consummation of the transaction contemplated by this Agreement in the form attached **as Exhibit A,**

(b) A compliance certificates in the form as indicated in the attached **Exhibit**

(c) A Non-Disclosure and Non-Compete Agreement executed at Closing in the form indicated in the attached **Exhibit C;**

(d) Such other documents and instruments as may be reasonably requested to affect the transactions contemplated hereby.

(e) An Assignment of Trademarks Form in a form indicated in the attached **Exhibit D;**

Simultaneously with such deliveries, Seller shall take such steps as are necessary to put Buyer in actual possession and control of the Assets.

2.4 Buyer 's Deliveries at Closing. At the Closing, Buyer shall deliver or cause to be delivered to or for the benefit of Seller the following instruments:

(a) A certified check or wire transfer in the amount of One Hundred Fifty Thousand Dollars ($150,000) plus Fifty Thousand (50,000) Restricted Common Shares of "GRWG" to Seller;

(b) A Resolution from the Buyer and Issuer authorizing consummation of the transactions contemplated by the Agreement in the form indicated in the attached **Exhibit F;**

(c) Such other documents and instruments as may be reasonably requested to affect the transactions contemplated hereby.

(d) A stock certificate to be held in the name of Jeffrey and Sian Callison representing the Shares in the form indicated in the attached **Exhibit G;** and a Promissory Note to Seller specified in paragraph 2.2 above.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller, to the best of its knowledge, hereby represents and warrants to Buyer the following, except as set forth in the Disclosure Schedule attached hereto as Schedule 3:

3.1 Organization and Authority. Seller is an S Corporation doing business as “HeavyGardens”.

3.1.1 Authority Relating to this Agreement; No Violation of Other Instruments.

3.1.2 The execution and delivery of this Agreement and the performance hereunder by Seller have been duly authorized by all necessary actions on the part of Seller and, assuming execution of this Agreement by Buyer, this Agreement will constitute a legal, valid and binding obligation of Seller.

3.2 Capitalization. All of the debts or other obligations of the Business are set forth in the schedules hereto

3.3 Ownership and Delivery of Assets. The Assets comprise all of the assets, material rights and all of the business of the Business. Seller is the true and lawful owner of the Assets and has all necessary power and authority to transfer the Assets to Buyer free and clear of all liens and encumbrances. No other person will have on the Closing Date, any direct or indirect interest in any of the Assets. Upon delivery to Buyer of the Bill of Sale attached as **Exhibit A,** and other instruments of conveyance with respect to the Assets as indicated in Section 2.3.2 on the Closing Date, Buyer will acquire good and valid title to the Assets free and clear of all liens.

3.4 Investments in Others. The Seller does not conduct any part of the Business through any other entity in which such Seller has an equity investment.

3.5 Financial Statements. Seller has delivered unaudited consolidated financial statements of the Business (the “Financial Statements”) to Buyer.

3.6 Absence of Undisclosed Liabilities. The Business does not have outstanding on the date hereof, any indebtedness or liability (fixed or contingent, known or unknown, accrued or unaccrued) other than those enumerated in the schedules hereto.

3.7 Tax Returns and Payments. Schedule 3.9 constitutes a true and complete list of all types of taxes paid or required to be paid in connection with the Business. All tax returns and reports with respect to the Business required by law to be filed under the laws of any jurisdiction, domestic or foreign, have been duly and timely filed and all taxes, fees or other governmental charges of any nature which were required to have been paid have been paid or provided for. Seller has no knowledge of any unpaid taxes or any actual or threatened assessment of deficiency or additional tax or other governmental charge or a basis for such a claim against Seller. Seller has no knowledge of any tax audit of Seller by any taxing or other authority in connection with the Business. Sellers has no knowledge of any such audit currently pending or threatened, and there are no tax liens on any of the properties or assets of the Business, nor have any such liens been threatened.

3.8 Absence of Certain Changes or Events. Since January 1, 2018, there has been no events or changes giving rise to a Material Adverse Effect.

3.9 Litigation. Seller is not a party to any pending or, to the knowledge of Seller, threatened action, suit, proceeding or investigation, at law or in equity or otherwise in, for or by any court or other governmental body which could have a Material Adverse Effect on: (i) the condition, financial or otherwise, Assets, liabilities, business, prospects or results of operations of the Business; or (ii) the transactions contemplated by this Agreement ; nor, to the knowledge of the Business, does any basis exist for any such action, suit, proceeding or investigation. The Business is not subject to any decree, judgment, order, law or regulation of any court or other governmental body which could have a Material Adverse Effect, or which could prevent the transactions contemplated by this Agreement or the continuation of the business conducted by the Business.

3.10 Contracts. To the extent any of the following exist, Seller has delivered to Buyer copies of all Contracts. A list of the delivered Contracts is attached hereto as Schedule 3.23.

3.11 Limitations on Transferability. Seller acknowledges that the Shares are being issued pursuant to exemption from registration as securities under applicable federal and state law. Seller covenants that in no event will Seller dispose of any of the Shares (other than pursuant to Rule 144 or any similar or analogous rule), without the prior written consent of Issuer, which shall not unreasonably be withheld. The stock certificate representing the Shares shall display the following legend:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"). SUCH SECURITIES MAY NOT BE TRANSFERRED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER OR IN THE OPINION OF COUNSEL FOR THE COMPANY, SUCH TRANSFER MAY BE MADE PURSUANT TO RULE 144 OR REGISTRATION UNDER THE ACT IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT.

3.12 Accredited Investor. Seller and its principal Jeffrey Callison hereby warrants that each is not an Accredited Investor.

4. DREPRESENTATIONS AND WARRANTIES OF BUYER

Buyer and Issuer hereby represents and warrants to Seller which shall be true and correct as of the date of this Agreement and will be true and correct as of the Closing, that:

4.1 Corporate Organization and Authority. Buyer and Issuer:

4.1.1 Is a Colorado Corporations, respectively duly organized, validly existing, authorized to exercise all its corporate powers, rights and privileges in, Delaware and in good standing in the State of, Delaware, and the Buyer has delivered to Seller, true, complete and correct copies of Articles of Incorporation and Bylaws (collectively the "Buyer Charter Documents"), attached as Exhibit H; and

4.1.2 has the corporate power and corporate authority to own and operate its properties and to carry on its business now conducted and as proposed to be conducted.

4.2 Authorization. All corporate action on the part of Buyer and Issuer, its officers, directors, and unit holders necessary for the authorization, execution, delivery, and performance of all obligations under this Agreement and for the issuance of the Shares has been taken, and this Agreement constitutes a legally binding and valid obligation of Buyer enforceable in accordance with its terms.

4.3 Corporate Power. Buyer and Issuer has all requisite legal and corporate power and authority to execute and deliver this Agreement and Exhibits, to sell and issue the Shares, and to carry out and perform its obligations under the terms of the Agreement.

4.4 Litigation. There is no action, proceeding, or investigation pending or threatened, or any basis therefor known to Buyer or Issuer, that questions the validity of the Agreement and Exhibits or the right of Buyer or Issuer to enter into the Agreement and the Exhibits or to consummate the transactions contemplated by the Agreement and the Exhibits.

4.5 Brokers and Finders. The Buyer and Seller represents that no broker is entitled to compensation in connection with this Transaction.

4.6 Full Disclosure. The representations and warranties of Buyer and Issuer contained in this

Agreement, schedule hereto, and Exhibits, when read together, do not contain any untrue statement of a material fact or omit any material fact necessary to make the statements contained therein or herein in view of the circumstances under which they were made not misleading.

5. CONDITIONS TO THE OBLIGATIONS OF BUYER

Except as otherwise specifically set forth herein or as contemplated by this Agreement, all obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions:

5.1 Covenants Performed by Seller. Each of the obligations of Seller to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed in all material respects.

5.2 Material Changes in Business of Company. Between January l, 2018 and the Closing Date there shall have been no Material Adverse Effect.

5.3 No Action to Prevent Completion. There shall not have been instituted and be continuing or threatened any claim, action or proceeding which could have a Material Adverse Effect, nor shall there have been instituted and be continuing or threatened any such claim, action or proceeding to restrain, prohibit or invalidate, or to obtain damages in respect of, the transactions contemplated by this Agreement or which might affect the right of Buyer after the Closing Date to own the Assets or to operate the Business.

5.4 Delivery of Closing Documents. Seller shall have delivered to Buyer the closing documents required by Section 2.3.2 of this Agreement.

6. CONDITIONS TO THE OBLIGATIONS OF SELLER

Except as otherwise specifically set forth herein, all obligations of Seller under this Agreement are subject to the fulfillment and satisfaction, prior to or at the Closing, of each of the following conditions:

6.1 Representations and Warranties True at the Closing. The representations and warranties of Buyer and Issuer contained in this Agreement shall be deemed to have been made again at and as of the Closing Date and shall then be true in all material respects.

6.2 Covenants Performed by Buyer and Issuer. Each of the obligations of Buyer and Issuer to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed in all material respects.

6.3 Authority Relating to this Agreement. All corporate and other proceedings required to be taken by or on behalf of Buyer and Issuer to authorize Buyer and Issuer to execute, deliver and carry out this Agreement, have been duly and properly taken.

7. EMPLOYMENT MATTERS

7.1 Independent Contractors and Employees. Buyer shall have no liability for accrued wages(including salaries and commissions), severance pay, accrued vacation, sick leave or other benefits, or employee agreements of any type or nature on account of Seller, retention of or termination of independent contractors or employment of or termination of employees, and Seller shall indemnify Buyer and hold Buyer harmless against liability arising out of any claims for such pay or benefits or any other claims arising from Seller’s retention of or employment of or termination of such independent contractors or employees, resulting from Seller’s acts or omissions.

8. MISCELLANEOUS

8.1 Allocation of Purchase Price. Schedule 9.1 constitutes the allocation agreed to by Seller and Buyer of the Purchase Price among the various items included in the assets and business being transferred by Seller to Buyer. Buyer and Seller shall file all tax returns and reports in a manner consistent with Schedule 9.2. Schedules based upon and contains the information to be delivered by Buyer and Seller to the IRS on Form 8594 in the form as attached as **Exhibit J.**

8.2 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally or by email, or five days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid. Notices shall be addressed as follows:

GrowGeneration Corp
1000 W. Mississippi Ave.
Denver, Co 80223

Heavy Gardens
PO Box 1421
Sebastopol, CA 95473

or to such other address as a party has designated by notice in writing to the other party in the manner provided by this section.

8.3 Survival of Terms. All warranties, representations, indemnification obligations, and covenants contained in this Agreement and any certificate or other instrument delivered by or on behalf of the parties pursuant to this Agreement shall be continuous and shall survive the Closing for a period of one year.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts entered and wholly to be performed in the State of Colorado by Colorado residents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SELLER:

HEAVY GARDENS

By: _____
Jeffrey Callison, CEO

BUYER:

GROWGENERATION HG CORP

By: _____
Darren Lampert, CEO

ISSUER

GROWGENERATION CORP.

By: _____
Darren Lampert

Exhibit 99.2

Form of Amendment to Asset Purchase Agreement

This amendment (the "Amendment"), entered into as of this 14th day of September, 2018 by and among GrowGeneration Corp., a Colorado corporation (the "Issuer"), GrowGeneration HG Corp., a wholly-owned subsidiary of the Issuer (together with the Issuer, collectively, the "Buyer Parties"), and Virgus, Inc. d/b/a/ Heavy Gardens (the "Seller") (collectively, the "Parties"), modifies and amends that certain Asset Purchase Agreement (the "Purchase Agreement") entered into on August 30, 2018 by and among the Parties.

Any term contained in the Purchase Agreement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of the Purchase Agreement. Except as modified or supplemented hereby, this Amendment should be read together with all of the terms set forth in the Purchase Agreement. Capitalized terms used in this Amendment and not defined herein are used as defined in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, in addition to certain cash payments, the purchase price paid to the Seller for the Assets also includes (i) 50,000 shares of restricted common stock of the Issuer (the "Shares"), plus an additional bonus of 15,000 shares for each incremental $1 million of gross revenue generated by the store over $2 million in any calendar year, up to a maximum of 120,000 bonus shares (i.e. a maximum of 150,000 shares in total).

WHEREAS, Section 2.4 of the Purchase Agreement provides that at Closing the Buyer shall deliver, inter alia, 50,000 shares of restricted common stock of the Issuer to the Seller and "(d) a stock certificate to be held in the name of Jeffrey and Sian Callison representing the Shares.

WHEREAS, Section 2.4(d) of the Agreement contains a typographical error and duplicates the Shares to be issued by the Issuer to the Seller as provided in Section 2.4(a).

WHEREAS, this Amendment is hereby entered into in order to clarify the terms in connection with the issuance of the Shares.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter set forth, the Parties hereto do hereby agree as follows:

1. Amendment of Section 2.4. The Parties agree that Section 2.4(d) of the Purchase Agreement regarding the issuance of a stock certificate to Jeffrey and Sian Callison shall be removed and deleted in its entirety from the Purchase Agreement. The shares to be issued by the Issuer at Closing as part of the Purchase Price under Section 2.4 shall be a total of 50,000 shares of restricted common stock to the Seller, as provided in Section 2.4(a).

IN WITNESS WHEREOF, the parties have executed this Amendment to Asset Purchase Agreement as of the day and year first written above.

Virgus, Inc. d/b/a Heavy Gardens

By: _____
Name: Jeffrey Callison
Title: Chief Executive Officer

GrowGeneration HG Corp.

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

GrowGeneration Corp.

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

Exhibit 99.3

FORM OF PROMISSORY NOTE

PROMISSORY NOTE **September 14, 2018**
INTEREST RATE: 0.1%
TERM: 1 YEAR

Grow Generation HG Corp, a Delaware Corporation with offices at 1000 W. Mississippi, Denver CO 80223 through its authorized signatory Darren Lampert (hereinafter referred to as ("**PAYOR**"), hereby agrees to pay to Virgus, Inc d/b/a Heavy Garden, a California "S "Corporation, (hereinafter "**PAYEE**"), the sum of Seventy-Two Thousand Dollars ($72,000.00).

For the value received under Section 2.2.1 of the Asset Purchase Agreement, dated August 28th, 2018 by and among Grow Generation HG Corp, a Delaware Corporation with offices at 1000 W. Mississippi, Denver CO 80223, and Virgus, Inc d/b/a Heavy Garden, **PAYOR** promises to pay to the order of **PAYEE** the principal sum of Seventy-Two Thousand Dollars ($72,000.00) with interest at ..1%.

PAYOR shall pay to the **PAYEE** the amount set forth on Schedule A attached hereto each month. These monthly payments shall commence on October 14, 2018 and continue on the same day of each month for sixty months. Full payment of the principal is due on or before September 14, 2019, said date being the maturity date. A Loan Schedule is attached hereto as **Schedule A**.

PAYOR may prepay this loan in full at any time without penalty.

At the option of the **PAYEE**, this note shall become immediately due and payable upon any of the following events of default:

1. The institution by or against the undersigned of any proceedings under the bankruptcy act or any other law in which the undersigned is alleged to be insolvent or unable to pay the undersigned debts as they mature or the making by the undersigned of an assignment for the benefit of creditors:

2. **PAYOR** fails to cure within in ten (10) days of receiving notice from **PAYEE** that a monthly obligation is ten (10) days overdue.

The **PAYOR** agrees to pay any and all expenses, including reasonable attorney's fees, which may be incurred by the **PAYEE** in the enforcement or protection of his rights in connection with this loan.

The terms, payments and obligations evidenced by this note are subject to the provisions of the laws of the State of Colorado.

No delay or omission on the part of the **PAYEE** in exercising any right hereunder shall operate as the waiver of such right of the **PAYEE**, nor shall any delay, omission or waiver of any one occasion be deemed a bar to or waiver of the same or any right on any future occasion.

This note shall be assignable by the **PAYEE**.

The proceeds of the loan represented by this note may be paid to any one or more of the undersigned. All rights and obligations hereunder shall be governed by the laws of the State of Colorado and this note shall be deemed to be under seal.

Executed under seal this 14th day of September 2018.

Darren Lampert
Authorized Signatory
GrowGreneration HG Corp

Witness: