

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

Amendment No.1 to
Form 8-K/A

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 1, 2022

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

(IRS Employer
Identification No.)

**5619 DTC Parkway, Suite 900
Greenwood Village, CO**

(Address of principal executive offices)

80111

(Zip Code)

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

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.0001	GRWG	The NASDAQ Stock Market LLC

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.

The information set forth in Item 5.02 below is incorporated herein by reference.

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.

GrowGeneration Corp. (the "Company") previously filed a Current Report on Form 8-K (the "Initial Form 8-K") on September 1, 2022 to report that the Company entered into employment agreements (the "Employment Agreements") with each of Darren Lampert, Co-Founder and Chief Executive Officer, and Michael Salaman, Co-Founder and President. Each of the Employment Agreements contained a drafting error that incorrectly provided for 100,000 restricted stock units ("RSUs"), vesting in equal installments over two years on June 15 and December 15 each year, instead of 200,000 RSUs vesting in equal installments over two years on June 15 and December 15 each year as the Compensation Committee of the Board of Directors (the "Committee") intended. The Employment Agreements were filed as Exhibits 10.1 and 10.2 to the Initial Form 8-K.

On June 15, 2023, the Committee approved amendments (the "Amendments") to the Employment Agreements to correct the drafting error of the number of RSUs issued to each of Mr. Lampert and Mr. Salaman from 100,000 to 200,000, which will vest in four equal installments over two years on June 15 and December 15 each year. On the same day, the Company entered into such Amendments with each of Mr. Lampert and Mr. Salaman.

Copies of the Amendments are filed herewith as Exhibits 10.1 and 10.2 to this Amendment to Current Report on Form 8-K.

Section 9 – Financial Statements and Exhibits

(c) Exhibits

Exhibit No.	Description
10.1	Form of First Amendment to Employment Agreement, dated June 15, 2023, between GrowGeneration Corp. and Darren Lampert
10.2	Form of First Amendment to Employment Agreement, dated June 15, 2023, between GrowGeneration Corp. and Michael Salaman
104	Cover Page Interactive Data File, formatted XBRL Document

SIGNATURES

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

Date: June 16, 2023

GrowGeneration Corp.

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

**FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this "Amendment") is entered into effective as of June 15, 2023 (the "Effective Date") between GrowGeneration Corp., a Colorado corporation ("Company"), and Darren Lampert ("Employee"). Company and Employee are each referred to in this Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Company and Employee are party to that certain Employment Agreement, effective as of January 1, 2023 (the "Agreement");

WHEREAS, the Compensation Committee of the Company (the "Committee") has recently discovered that the Agreement contains a drafting error, namely that the number of RSUs stated in Section 3.3 of the Agreement incorrectly states "100,000" instead of "200,000" as the Committee intended;

WHEREAS, on June 15, 2023, the Committee approved an amendment to the Agreement to correct the number of RSUs stated in Section 3.3 of the Agreement from "100,000" to "200,000" as the Committee intended; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein in order to correct the aforementioned drafting error.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows, in each case effective as of the date of this Amendment:

1. Section 3.3 of the Agreement is hereby amended and replaced in its entirety as follows:

"3.3 **Equity.** Company will grant the following equity award to Employee pursuant to its Amended and Restated 2018 Equity Incentive Plan, as amended, or any successor plan thereto (the "Plan"), subject to Employee's execution and delivery of Company's then-current form of award agreement and covenant agreement: 200,000 restricted stock units, vesting in four equal installments on each June 15 and December 15 during the Term. All other terms and conditions of such awards shall be governed by the terms and conditions of the Plan and the applicable award agreement(s) and covenant agreement(s)."

2. All other terms and conditions of the Agreement shall remain unmodified and in full force and effect.

3. This Amendment may be executed electronically and in counterparts. Each counterpart shall be deemed an original, and all counterparts together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy hereof.

[Signatures follow.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first written above:

Company:

GROWGENERATION CORP.

By: _____

Name: Michael Salaman
Title: President

Employee:

DARREN LAMPERT

[Signature Page to First Amendment to Employment Agreement]

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[Signatures follow.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first written above:

Company:
GROWGENERATION CORP.
By: _____
Name: Darren Lampert
Title: CEO

Employee:
MICHAEL SALAMAN
