As filed with the U.S. Securities and Exchange Commission on April 15, 2021

Registration No. 333-_____

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

FORM S-1

REGISTRATION STATEMENT
Under
The Securities Act of 1933

GROVE, INC.

(Exact name of Registrant as specified in its charter)

Nevada	**5900**	**83-3378978**
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification Number)*

1710 Whitney Mesa Drive
Henderson, NV 89014
(701) 353-5425
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Andrew J. Norstrud
Chief Financial Officer
1710 Whitney Mesa Drive
Henderson, NV 89014
(701) 353-5425
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Please send copies of all communications to:

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

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

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

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

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price[(1)]	Amount of Registration Fee[(3)]
Common Stock, par value $0.001 per share (2)(3)	$	$
Underwriters' Warrants to purchase Common Stock (4)	--	--
Shares of Common Stock, issuable upon the exercise of the Underwriters' Warrants (5)		
Total	$ 15,000,000	1,636.50

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended (the "Securities Act")

(2) Pursuant to Rule 416, the securities being registered hereunder include such indeterminate number of additional securities as may be issued after the date hereof as a result of stock splits, stock dividends or similar transactions.

(3) Includes shares which may be issued upon exercise of a 45-day option granted to the underwriters to cover over-allotments, if any

(4) In accordance with Rule 457(g) under the Securities Act, because the shares of the Registrant's Common Stock underlying the Underwriters' Warrants are registered hereby, no separate registration fee is required with respect to the warrants.

(5) Pursuant to Rule 457(g) under the Securities Act, the registration fee is determined pursuant to the price at which a share subject to the Underwriters' Warrants may be exercised, which is equal to 125% of the public offering price per share.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this Registration Statement shall become effective on such date as the U.S. Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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

Subject to completion, dated April 15, 2021

PRELIMINARY PROSPECTUS

GROVE, INC.

_____ Shares of Common Stock

This is the initial public offering of our Common Stock. We currently expect the initial public offering price to be $_____ per share of our Common Stock.

Prior to this offering, there has been no public market for the shares of our Common Stock. We intend to apply to list the shares of our Common Stock on The Nasdaq Capital Market under the symbol "GRVI".

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012, and a "smaller reporting company" under applicable federal securities laws and as such are eligible for reduced public company reporting requirements. See "Prospectus Summary- Implications of Being an Emerging Growth Company and Smaller Reporting Company."

Investing in our Common Stock involves a high degree of risk. Before buying any shares, you should carefully read the discussion of material risks of investing in our Common Stock in "Risk Factors" beginning on page 13 of this prospectus.

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

	Per Share	Total [1]
Initial public offering price	$	$
Underwriting discounts and commissions[2]	$	$
Proceeds to us (before expenses)	$	$

_____

(1) Assumes no exercise of the over-allotment option by the underwriters.

(2) We have agreed to reimburse the underwriter for certain expenses. See "Underwriting" for additional information regarding compensation payable to the underwriters.

This offering is being conducted on a firm commitment basis. The underwriters are obligated to take and pay for all the Common Stock offered by this prospectus if any such shares are taken.

We have granted each of the underwriters an option, exercisable for 45 days from the date of this prospectus, to purchase up to _____ additional shares of Common Stock at the public offering price, less the underwriting discounts and commissions to cover over-allotments, if any. If this over-allotment option is fully exercised, the Company will receive an additional $_____ and total proceeds to us will be $_____.

The underwriters expect to deliver the shares to purchasers on or about , 2021, through the book-entry facilities of The Depository Trust Company.

Book-Running Manager
KINGSWOOD CAPITAL MARKETS
division of Benchmark Investments, Inc.

The date of this prospectus is , 2021.

TABLE OF CONTENTS

You should rely only on the information contained or incorporated by reference into this prospectus or any free writing prospectus prepared by us. We have not authorized any other person to provide you with information different from or in addition to that contained in this prospectus or any free writing prospectus prepared by us, and we take no responsibility for any other information that others may give you. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where an offer or sale is not permitted. You should assume that the information appearing in this prospectus and any free writing prospectus prepared by us is accurate only as of the date on its respective cover, regardless of the time of delivery of this prospectus or any free writing prospectus or the time of any sale of shares of our Common Stock. Our business, financial condition, results of operations and prospects may have changed since those dates.

We have proprietary rights to trademarks, trade names and service marks appearing in this prospectus that are important to our business. Solely for convenience, the trademarks, trade names and service marks may appear in this prospectus without the ® and ™ symbols, but any such references are not intended to indicate, in any way, that we forgo or will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensors to these trademarks, trade names and service marks. All trademarks, trade names and service marks appearing in this prospectus are the property of their respective owners. We do not intend our use or display of other parties' trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, these other parties.

For investors outside the United States: Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of Common Stock and the distribution of this prospectus outside the United States.

STATEMENT REGARDING INDUSTRY AND MARKET DATA

The industry and market data in this prospectus are based on the good faith estimates of management, which estimates are based upon our review of internal estimates, research studies and surveys, independent industry publications, and other publicly available information. Industry publications and research studies and surveys generally state that they have been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. These data involve a number of assumptions and limitations, and investors are cautioned not to give undue weight to such estimates. Although neither we nor the underwriters have independently verified the accuracy or completeness of any third-party information, we believe that the information from these publications and studies included in this prospectus is generally reliable, and the conclusions contained in the third-party information are reasonable.

Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and additional uncertainties regarding the other forward-looking statements in this prospectus. In addition, projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section entitled “Risk Factors” and elsewhere in this prospectus. These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

PROSPECTUS SUMMARY

This summary highlights information described more fully elsewhere in this prospectus. Because it is a summary, it may not contain all of the information that is important to you. Therefore, you should read this entire prospectus carefully, including, in particular, the sections entitled "Risk Factors" beginning on page 13 of this prospectus and "Management's Discussion and Analysis of Financial Condition and Results of Operations" beginning on page 33 of this prospectus, and our consolidated financial statements and related notes, before making an investment decision. Some of the statements in this summary and elsewhere in this prospectus constitute forward-looking statements. See "Cautionary Note Regarding Forward-Looking Statements." In this prospectus, unless the context otherwise requires, references to "we," "us," "our," the "Company," or "Grove" refer to Grove, Inc. and its consolidated subsidiaries.

Our Company

We are in the business of developing, producing, marketing and selling raw materials, white label products and end consumer products containing the industrial hemp plant extract, Cannabidiol ("CBD"). We sell to numerous consumer markets including the botanical, beauty care, pet care and functional food sectors. We seek to take advantage of an emerging worldwide trend to re-energize the production of industrial hemp and to foster its many uses for consumers. The development of products in this highly regulated industry carries significant risks and uncertainties that are beyond our control. As a result, we cannot assure that we will successfully market and sell our products or, if we are able to do so, that we can achieve sales volume levels that will allow us to cover our fixed costs.

The Company primarily conducts its business operations through its wholly-owned subsidiaries: Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; Havz, LLC, d/b/a Steam Wholesale, a California limited liability company; One Hit Wonder Holdings, LLC, a California limited liability company; SWCH LLC a Delaware limited liability company; Trunano Labs, Inc., a Nevada corporation; Infusionz, LLC a Colorado limited liability company; and Cresco Management, LLC, a California limited liability company.

Historically cultivated for industrial and practical purposes, hemp is used today for textiles, paper, auto parts, biofuel, cosmetics, animal feed, supplements and much more - an impressive scope for such a historically misunderstood and restricted commodity. The market for hemp-derived products is expected to increase exponentially over the next five years[1], and we believe Grove is well positioned to take advantage of this growth in the hemp industry.

In the U.S., hemp products are generally regulated by the Agriculture Improvement Act of 2018 (United States) (the "Farm Bill"). Consequently, the Company processes, develops, manufactures, and sells its products pursuant to the Farm Bill. CBD products produced and sold by Grove constitute hemp under the Farm Bill. The Farm Bill explicitly preserves the authority of the Food and Drug Administration (the "FDA") to regulate products containing cannabis or cannabis-derived compounds under the Federal Food, Drug, and Cosmetic Act (the "FDCA") and Section 351 of the Public Health Service Act. The FDA has issued guidance titled "FDA Regulation of Cannabis and Cannabis-Derived Products, Including Cannabidiol (CBD)" pursuant to which the FDA has taken the position that CBD is prohibited from use as an ingredient in a food or beverage or as a dietary ingredient in or as a dietary supplement based on several provisions of the FDCA. In the definition of "dietary supplement" found in the FDCA at 21 USC 321(ff), an article authorized for investigation as a new drug, antibiotic, or biological for which substantial clinical investigations have been instituted and for which the existence of such investigations has been made public, is excluded from the definition of dietary supplement. A similar provision in the FDCA at 21 USC 331(ll) makes it a prohibited act to introduce or deliver into commerce any food with a substance that was investigated as a new drug prior to being included in a food. There are no similar exclusions for the use of CBD in non-drug topical products, as long as such products otherwise comply with applicable laws. The FDA created a task force to address the further regulation of CBD and other cannabis-derived products and is currently evaluating the applicable science and pathways for regulating CBD and other cannabis-derived ingredients. Additionally, various states have enacted state-specific laws pertaining to the handling, manufacturing, labeling, and sale of CBD and other hemp products. Compliance with state-specific laws and regulations could impact our operations in those specific states.

In addition, through one of our wholly owned subsidiaries, we produce primarily business-to-business CBD related trade shows in the United States and were looking to expand prior to the COVID-19 pandemic. The trade shows have been profitable and allow Grove to market its own CBD products and services while also increasing the awareness of the expanding CBD market to the public.

Market Opportunity

The industrial hemp market is projected to grow at a CAGR of 34% from USD 4.6 billion in 2019 to USD 26.6 billion by 2025. The growth of this market is attributed to the increased consumption of hemp-based products however, it is also dependent on favorable FDA guidance or legislation from Congress. Additionally, the complex regulatory structure for the usage of industrial hemp in different countries is expected to hinder the market growth of industrial hemp.

The market, customers and distribution methods for hemp-based products are large and diverse. These markets range from hemp-based consumables, cosmetics, bio plastics and textiles, to list a few. This is an ever-evolving distribution system that today includes early adopter retailers and ecommerce entities, and product development companies that use our manufacturing capabilities to produce their internally developed consumer products for distribution. In addition, many of our customers use our propriety products and sell them under their own labels.

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[1] Financialnewsmedia.com News Commentary, https://www.prnewswire.com/news-releases/us-cbd-market-projected-to-grow-at-107-annual-average-cagr-through-2023-300893763.html, and Hemp Industry Daily, https://hempindustrydaily.com/exclusive-cbd-demand-could-drive-2020-sales-of-2-billion-with-threefold-growth-projected-by-2025/amp/.

There are only a few outlets, approximately 60, in mainstream commercial and retail stores that currently stock and sell our products, with the most significant concentration in Arkansas, Tennessee and Texas. However, we believe that as awareness continues to grow for hemp-based products, such as CBD and other products derived from hemp, the market has and will continue to grow over the next several years.

Our target customers are first and foremost end consumers via internet sales, direct-to-consumer retail stores, cooperatives, affiliate sales and master distributors. Secondarily, we are targeting developers of products that we can easily produce with our manufacturing capabilities, national and regional broker networks and major distribution companies who have preexisting relationships with major retail chain stores. As we continue to develop our business, these markets may change, be re-prioritized or eliminated as management responds to consumer and regulatory developments.

Our Competitive Strengths

We attribute our success to the following Growth in CBD Manufacturing.

Growing Market Participant in CBD Product Manufacturing. We are a growing North American distributor and manufacturer of premium CBD products for many of the largest CBD distributors and brands. We manufacture most of our products in our Henderson Nevada leased facility. We believe that loyalty to our brands continues to strengthen as we continue to expand our capabilities and product offering to existing and new customers.

Market Knowledge and Understanding. Due to our experience and our research and development of quality CBD products as well as expansion into new and varied formulations and product categories, we believe our long-term industry relationships will continue to expand**.** We continue to have a keen understanding of customer needs and desires in both our B2B and B2C customer categories. Custom formulations and a continued commitment to new and improved products at the best possible price has created strong customer demand and a robust pipeline.

Comprehensive Product Offering. We believe we offer a comprehensive portfolio of CBD products and maintain over 1,000 SKUs for our customers to choose from. This broad product offering creates a “one-stop” shop for our customers and positively distinguishes us from our competitors. In addition, we are cultivating a portfolio of well-known brands and premium products.

Trade Show Market. Our market position in the CBD industry trade show continues to drive sales and market exposure. Although COVID-19 led to cancelation of our November 2020 show, we believe that the latest break-throughs with the vaccine and additional precautionary measures will enable us to conduct our next show in the late 2021 expected to take pace in Las Vegas. The brand loyalty and the exposure our show customers receive with premium booth placements has driven a large demand and we anticipate to continue the growth of the tradeshow business in 2022.

Professionalism and Entrepreneurial Culture. Our professionalism and entrepreneurial culture fosters highly-dedicated employees who provide our customers with unsurpassed services. We continue to invest in our talent by providing every sales representative with an extensive and ongoing education and have successfully developed programs that provide comprehensive product knowledge and the tools needed to have a unique understanding of our customers’ personalities and decision-making processes.

Relationships and Superior Service first. We aim to be the premier partner for our customers and suppliers.

- *Customers*. We strive to offer unsurpassed services and solutions to our customers and also provide comprehensive product offering, proprietary industry formulations and development. We deliver products to our customers in a precise, safe and timely manner with complementary support from our dedicated sales and service teams.

- *Suppliers.* Our industry knowledge, market reach and resources allow us to establish trusted professional relationships with many of our product suppliers. Our expanding product lines continue to drive demand for our raw materials, the continuing increases have allowed us to negotiate what we believe to be the best possible pricing for our customers, while maintaining a quality growing relationship with the suppliers.

Experienced and Proven Management Team Driving Growth through Organic and Accretive Acquisition Opportunities. We believe our management team has extensive experience in the industry. Our senior management team brings experience in accounting, mergers and acquisitions, financial services, consumer packaged goods, retail operations and third-party logistics.

Our Growth Strategy

We intend to focus or growth on the vertical integration and growth of all segments of the CBD space:

Dependable White/Private Label Manufacturing Service. Our experience and dedicated team continue to refine and expand our white label services, as we grow as a manufacturer for many regional and nationwide brands. Our operations in this segment have doubled over 2020, which we attribute to our commitment to high quality and on time manufacturing services.

CBD Product Research and Development. Our team provides custom products and proprietary formulations for some of the most popular industry items. We also continue to expand product offerings with the development and launch of new items on a regular basis. Custom formulations for outside brands build long term commitments from our customers.

Direct-to-Consumer Expansion. Our direct-to-consumer business is expected to be our growth driver for the next several years. The lower cost of our in-house research, development and manufacturing give us a measurable cost and production advantage, which we believe to be the key to our future success, as margins in the industry compress and are expected to continue to compress over the next several years.

CBD.io Market Place and Trade Show. Our launch of the CBD.io market platform in 2021 is expected to be a driver for growth into 2022 and a driver of retention for the brands that manufacture for us and list acceptable products on the platform. This high margin business should be a driver for future growth in all segments of the business.

Our market position in the CBD industry trade show continues to drive sales and market exposure. Although COVID-19 led to cancelation of our November 2020 show, we believe that the latest break-throughs with the vaccine and additional safety measures will enable us to conduct our next show in late 2021 expected to take pace in Las Vegas. The brand loyalty and the exposure our show customers receive with premium booth placements has driven a large demand and we anticipate expansion of shows and venues in 2022.

Core Brand Distribution. The nationwide rollout of our in-house brands will be another substantial driver of growth for the foreseeable future. We began expansion of our sales and marketing teams into the beginning of 2021 and will look to add talented people in all segments of the business to push current and future growth opportunities.

Acquisition Strategy. We have completed two acquisitions in the past two year and the consolidation and recognition of the consolidated synergies are almost completed and expected to be completed prior to the end of the fiscal year. We will continue to search for target acquisitions that meet our acquisition criteria and are accretive to our business. Our platform was built from the ground up to promote acquisitions expansion as a driver of substantial growth as the industry matures and margins compress. Our relationships and partners in the trade show and manufacturing business will be a key source for possible candidates. Our criteria will be stringent, and we will look at any and all opportunities that allow us to use our low cost manufacturing to drive higher margins in acquisition candidates. Small regional brands with distribution would benefit greatly in both low-cost manufacturing and quality research and development of new and current product offerings available from our inhouse brands and products. As margins compress in the industry with the expansion of competition, the low-cost manufacturing capabilities will be a key component to higher profits leading to consolidation which we intend to capitalize on in the coming years.

Competition

There is vigorous competition within each market where our CBD products are sold. Brand recognition, quality, performance, availability, and price are some of the factors that impact consumers' choices among competing products and brands. Advertising, promotion, merchandising and the pace and timing of new product introductions also have a significant impact on consumers' buying decisions. We compete against several national and international companies, most of which have substantially greater resources than we do. Our principal competitors consist of large, well-known, multinational manufacturers and marketers of CBD products, most of which market and sell their products under multiple brand names. They include, among others, 3CHI, Spring Creek Labs, Kazmira LLC, Global Cannabinoids, Triangle Trading Company, Harbor City Hemp and many others. We also face competition from several independent brands, as well as some retailers that have developed their own CBD brands. Certain of our competitors also have ownership interests in retailers that are customers of ours. While we expect we will seek to address the aspirations of our customers at attainable price points which we believe may give us a competitive advantage, there are no assurances we will ever be able to effectively compete within this sector.

Recent Transactions

Acquisition of HAVZ Consolidated

On May 31, 2019, the Company purchased Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; Havz, LLC, d/b/a Steam Wholesale, a California limited liability company, and One Hit Wonder Holdings, LLC, a California limited liability company, collectively known as "HAVZ Consolidated" out of bankruptcy. Only the one-month period of HAVZ Consolidated was included in the financial statements accompanying this prospectus.

In December of 2018, HAVZ Consolidated filed voluntary petitions for relief under Chapter 11 (Chapter 11 Proceedings) of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Nevada. On May 31, 2019, in connection with a sale under Section 363 s of the U.S. Bankruptcy Code, the Company purchased these four entities, HAVZ Consolidated, for a payment of $2,100,000 to the creditors of HAVZ Consolidated.

Acquisition of Infusionz LLC

On July 1, 2020, the Company entered into an Agreement and Plan of Merger with Infusionz LLC (the "Infusionz Agreement") with the members of Infusionz LLC (the "Sellers"). Pursuant to the terms of the Infusionz Agreement, on July 1, 2020, the Company acquired 100% of the outstanding membership interests of Infusionz LLC, a Colorado limited liability company ("Infusionz").

Infusionz was formed in the state of Colorado in May 2016. Infusionz develops, manufactures and markets products based on Hemp-based CBD including, but not limited to edibles, tinctures, topicals, capsules and pet products. Infusionz will continue to sell Infusionz branded CBD products for other businesses under their brand and specifications and add the Grove, Inc products, with the expectation of consolidating manufacturing in the Henderson Nevada facility.

Under the purchase method of accounting, the transaction was valued for accounting purposes at an estimated price of $3,350,000, which was the estimated fair value of the consideration paid by the Company. The estimate was based on the consideration paid or payable, consisting of $3,000,000 of equity consideration payable in the form of a minimum of 1,500,000 shares of Common Stock and cash consideration of approximately $350,000, pursuant to the terms of the Infusionz Agreement. At the closing of the acquisition, the Company issued 222,223 shares of Common Stock, valued at $400,000 based on the most recent price of $1.80 per share, and based on this valuation, the Company will issue an additional 1,738,556 shares of Common Stock to the Sellers. The shares of Common Stock to be issued to the Sellers will be adjusted based on the initial public offering price of the Company's Common Stock pursuant to the Infusionz Agreement. The Company also issued 83,335 shares of Common Stock and paid a finder's fee of $127,500 to Kurt Rossner and Mark Breen.

The assets and liabilities of Infusionz will be recorded at their respective fair values as of the closing date of the Infusionz Agreement, and the following table summarizes these values based on the estimated balance sheet at July 1, 2020, the effective closing date.

Assets Purchased	$ 778,331
Liabilities Assumed	(680,480)
Net Assets Purchased	97,851
Purchase Price	(3,350,000)

Summary of Risks Related to Our Business

Our business and our ability to execute our business strategy are subject to a number of risks and unknown factors, as more fully described in the section titled "Risk Factors" beginning on page 13. These risk factors include, among others:

- Our ability to compete and succeed in a highly competitive and evolving industry;
- Our ability to respond to changing consumer preferences and demand for new products and services;
- Our ability to identify strategic acquisitions and investments, and to acquire and integrate businesses, product lines and other assets into our Company;
- Our ability to protect our intellectual property and to develop, maintain and enhance our branded products;
- The long-term success of our branded consumer products will require significant capital resources and ongoing market adoption of our diverse consumer brands;
- Our current reliance on certain third parties to conduct various aspects of our vertical business model;
- Successful launch of the Company's specialty brands and our industry trade show market platform;
- The success of our ongoing development, implementation, and optimization of various customer acquisition funnels and our industry trade show market platform;
- Our ability to achieve and maintain brand loyalty;
- Our ability to attract and retain highly qualified key employees;
- Our ability to raise capital and the availability of future financing;
- Unpredictable events, such as the COVID-19 pandemic, and associated business disruptions which could seriously harm our revenues and financial condition, delay our operations, increase our costs and expenses, and impact our ability to raise capital;
- The regulatory environment and market acceptance of our diversely branded products and distribution methods; and
- Regulatory risks and changes in applicable laws, regulations and guidelines.

Our financial statements have been prepared assuming we will continue as a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. Our future viability is largely dependent upon our ability to generate profitable operations in the future and to obtain necessary financing as we continue to grow our business. Our management expects that future sources of funding may include sales of equity, obtaining loans, or other strategic transactions. Although our management continues to pursue these plans, there is no assurance that we will be successful with this offering or in obtaining sufficient financing on terms acceptable to us to continue to finance our operations, if at all. These circumstances raise substantial doubt about our ability to continue as a going concern, and our financial statements do not include any adjustments that might result from the outcome of these uncertainties.

Implications of Being an Emerging Growth Company and Smaller Reporting Company

We are an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (which we refer to as the "JOBS Act"). As such, we are eligible to take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to SEC reporting companies. For so long as we remain an emerging growth company we will not be required to, among other things:

- present more than two years of audited financial statements and two years of related selected financial data and management's discussion and analysis of financial condition and results of operations disclosure in our registration statement of which this prospectus forms a part;
- have an auditor report on our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002 (which we refer to as the "Sarbanes-Oxley Act");
- disclose certain executive compensation related items, as we will be subject to the scaled disclosure requirements of a smaller reporting company with respect to executive compensation disclosure; and
- seek stockholder non-binding advisory votes on certain executive compensation matters and golden parachute arrangements.

We have elected to adopt the reduced disclosure requirements available to emerging growth companies. As a result of these elections, the information that we provide in this prospectus may be different than the information you may receive from other public companies in which you hold equity interests. If some investors find our securities less attractive as a result, there may be a less active trading market for our securities and the prices of our securities may be more volatile.

The JOBS Act also permits emerging growth companies to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. We have elected to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(2) of the JOBS Act. This election allows us to delay the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies. As a result, our financial statements may not be comparable to companies that comply with public company effective dates.

We will remain an emerging growth company until the earlier of (i) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenue of at least $1.07 billion, or (c) in which we are deemed to be a large accelerated filer, which means the market value of our Common Stock that are held by non-affiliates exceeds $700 million as of the prior the second quarter ending December 31st, and (ii) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period.

Finally, we are a "smaller reporting company" (and may continue to qualify as such even after we no longer qualify as an emerging growth company) and accordingly may provide less public disclosure than larger public companies, including the inclusion of only two years of audited financial statements and only two years of management's discussion and analysis of financial condition and results of operations disclosure. As a result, the information that we provide to our stockholders may be different than you might receive from other public reporting companies in which you hold equity interests.

Corporate Information

Grove, Inc. was incorporated in the State of Nevada on September 5, 2018. Our principal executive offices are located at 1710 Whitney Mesa Drive, Henderson, NV 89014, and our telephone number is (701) 353-5425. The address of our website is CBD.io. The information contained in, or that can be accessed through, our website is not incorporated by reference into, and is not a part of, this prospectus. We have included our website address in this prospectus solely as an inactive textual reference.

THE OFFERING

Common Stock offered by us	_____ shares (or _____ shares if the underwriters exercise their option to purchase additional shares in full).
Over-Allotment option	We have granted to the underwriters an option to purchase up to _____ additional shares of our Common Stock from us at the initial public offering price less the underwriting discounts and commissions, for a period of 45 days from the date of this prospectus, to cover over-allotments, if any.
Common Stock to be outstanding after this offering	_____ shares (or _____ shares if the underwriters exercise the over-allotment option in full).
Use of Proceeds	We expect to receive net proceeds from this offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, of approximately $_____ (or approximately $_____ if the underwriters exercise in full their option to purchase up to _____ additional shares of our Common Stock), based on an assumed public offering price of $_____ per share, which is the midpoint of the price range set forth on the cover page of this prospectus. We intend to use the net proceeds from this offering (including the additional net proceeds that we would receive if the underwriters exercise their over-allotment option) for working capital and general corporate purposes, including acquisitions. See “Use of Proceeds.”
Dividend Policy	We currently intend to retain our future earnings, if any, to finance the development and expansion of our businesses and, therefore, do not intend to pay cash dividends on our Common Stock for the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, restrictions contained in any financing instruments, and such other factors as our board of directors deems relevant in its discretion. See “Dividend Policy.”
Risk Factors	Investing in our Common Stock involves a high degree of risk. For a discussion of factors, you should carefully consider before making an investment decision, see “Risk Factors” beginning on page 13.
Market for the Common Stock	There has been no market for our securities. We will apply to Nasdaq Capital Market to have our Common Stock listed.
Proposed [Nasdaq-CM] Symbol	

The number of shares of our Common Stock to be outstanding immediately after this offering will be _____, which excludes, as of _____, 2021:[1]

- Shares issuable upon the exercise of the Underwriters' Warrants to be issued to the representative of the underwriters in this offering;
- 166,667 shares of our Common Stock reserved for the exercise of presently outstanding warrants with a weighted average price of $0.85 per share;
- 3,666,667 shares of our Common Stock reserved for future grants under our 2019 equity plan;
- 1,722,222 shares of our Common Stock reserved for the issuance upon the exercise of presently outstanding options with a weighted average exercise price of $0.85 per share;
- 100,000 shares issuable upon conversion of the Convertible Promissory Note, dated October 3, 2019, issued by Registrant in favor of Jeff M. Bishop;
- 100,000 shares issuable upon conversion of the Convertible Promissory Note, dated October 3, 2019, issued by Registrant in favor of Kyle Dennis;
- 100,000 shares issuable upon conversion of the Convertible Promissory Note, dated October 17, 2019, issued by Registrant in favor of Jason Bond; and

Except as otherwise indicated, all information in this prospectus assumes:

- no exercise by the underwriters' over-allotment option to purchase additional shares of our Common Stock,
- an assumed offering price per share of $_____, which is the midpoint of the price range for the shares set forth on the cover page of this prospectus;

_____
(1) Post-reverse stock split figures

SUMMARY HISTORICAL CONSOLIDATED FINANCIAL DATA

The following sets forth a summary of our selected consolidated financial and operating information on a historical basis. You should read the following summary of selected consolidated financial information in conjunction with our historical consolidated financial statements, and the related notes thereto, and with the sections entitled "Capitalization" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," which are included elsewhere in this prospectus.

Our summary selected historical consolidated statement of operations information for the years ended June 30, 2020 and 2019, unaudited statement of operations for the quarter and six-month ended December 31, 2020 and 2019 and our related summary selected historical consolidated balance sheet information as of June 30, 2020 and 2019, summary selected historical consolidated balance sheet information as of December 31, 2020 and 2019 have been derived from our historical audited consolidated financial statements as of and for the years ended June 30, 2020 and 2019, and historical reviewed consolidated financial statements for the quarter ended September 30, 2020 and 2019 which are included elsewhere in this prospectus.

Consolidated Statement of Operations (In U.S. Dollars, except share data or otherwise stated)	Six Months Ended (unaudited) December 31, 2020	Six Months Ended (unaudited) December 31, 2019	Year Ended June 30, 2020	Year Ended June 30, 2019
Revenue				
Product revenue	$ 7,102,336	$ 2,465,372	$ 6,159,013	$ 1,428,302
Trade show revenue	-	1,253,847	1,253,847	779,750
	7,102,336	3,719,219	7,412,860	2,208,052
Product costs	3,853,467	2,110,427	4,280,909	945,756
Trade show costs	-	563,971	561,988	226,099
	3,853,467	2,674,398	4,842,897	1,171,855
Gross profit	3,248,869	1,044,821	2,569,963	1,036,197
Operating expenses				
Sales and marketing	824,704	925,309	1,370,964	162,066
General and administrative expenses	3,129,622	2,410,783	5,272,997	1,227,361
Professional fees	297,924	675,301	764,332	235,823
	4,252,250	4,011,393	7,408,293	1,625,250
Loss from operations	(1,003,381)	(2,966,572)	(4,838,330)	(589,053)
Other expense (income)				
Other expense (income), net	6,292	-	(180,211)	1,055
Impairment (gain) from settlement of cancelled lease expense	(387,860)	-	588,347	-
Interest expense (income), net	84,740	33,462	138,406	(3,068)
	(296,828)	33,462	546,542	(2,013)
Net loss	(706,553)	(3,000,034)	(5,384,872)	(587,040)
Net income (loss) attributable to noncontrolling interest	-	-	(1,199)	-
Net loss attributable to Grove, Inc.	$ (706,553)	$ (3,000,034)	$ (5,383,673)	$ (587,040)
Earnings per share attributable to Grove, Inc. Common Stockholders:				
Basic and diluted loss per share	$ (0.08)	$ (0.10)	$ (0.53)	$ (0.08)
Weighted average shares outstanding	10,384,440	9,757,567	10,097,075	7,026,462

Consolidated Balance Sheets	(unaudited) December 31, 2020	June 30, 2020	June 30, 2019
ASSETS			
Current assets			
Cash	$ 1,197,981	$ 887,517	$ 3,697,432
Accounts receivable, net	228,812	165,147	127,722
Other receivables	-	72,000	20,000
Inventory	1,834,838	1,448,448	1,138,064
Prepaid expenses	236,507	76,562	131,976
Total current assets	3,498,138	2,649,674	5,115,194
Property and Equipment, net	1,608,289	1,687,273	262,015
Intangible asset, net	2,208,261	1,240,260	1,633,738
Goodwill	2,413,815	493,095	493,095
Other assets	37,068	37,068	-
Right-of-use asset	253,825	294,835	-
Total other assets	6,521,258	3,752,531	2,388,848
Total assets	$ 10,019,396	$ 6,402,205	$ 7,504,042
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities			
Accounts payable	$ 572,469	$ 484,333	$ 271,062
Accrued compensation	450,573	195,399	94,241
Deferred revenue	451,883	473,320	255,633
Accrued liabilities related to acquisition	2,654,875	-	287,528
Accrued liabilities	215,079	221,664	199,095
Current portion of notes payable	254,172	183,595	-
Note payable - related party	750,000		
Convertible note payable	1,500,000	1,500,000	-
Current portion of operating lease payable	241,807	461,123	-
Total current liabilities	7,090,858	3,519,434	1,107,559
Notes payable, net of current portion	591,873	365,350	-
Operating lease payable, net of current portion	13,894	338,040	-
Total long-term liabilities	605,767	703,390	-
Stockholders' equity			
Preferred stock	-	-	500
Common Stock	11,907	10,223	9,654
Additional paid in capital	10,116,401	7,314,341	6,446,640
Accumulated deficit	(7,805,537)	(7,098,984)	(1,715,311)
Total stockholders' equity	2,322,771	225,580	4,741,483
Non-controlling interest in subsidiary	-	1,953,801	1,655,000
Total equity	2,322,771	2,179,381	6,396,483
Total liabilities and stockholders' equity	$ 10,019,396	$ 6,402,205	$ 7,504,042

RISK FACTORS

Investing in our shares of Common Stock is very risky. Before making an investment decision, you should carefully consider all of the risks described in this prospectus. If any of the risks discussed in this prospectus actually occur, our business, financial condition and results of operations could be materially and adversely affected, the price of our shares could decline significantly, and you might lose all or a part of your investment. The risk factors described below are not the only ones that may affect us. Our forward-looking statements in this prospectus are also subject to the following risks and uncertainties. In deciding whether to purchase our shares, you should carefully consider the following factors, among others, as well as information contained in this prospectus.

Risks Relating to Our Company

Our limited operating history makes it difficult for potential investors to evaluate our business prospects and management.

The Company was incorporated on September 5, 2018 and only commenced operations thereafter. Accordingly, we have a limited operating history upon which to base an evaluation of our business and prospects. Operating results for future periods are subject to numerous uncertainties, and we cannot assure you that the Company will achieve or sustain profitability in the future.

The Company's prospects must be considered in light of the risks encountered by companies in the early stage of development, particularly companies in new and rapidly evolving markets. Future operating results will depend upon many factors, including our success in attracting and retaining motivated and qualified personnel, our ability to establish short term credit lines or obtain financing from other sources, such as this Offering, our ability to develop and market new products, our ability to control costs, and general economic conditions. We cannot assure you that the Company will successfully address any of these risks. There can be no assurance that our efforts will be successful or that we will ultimately be able to attain profitability.

Our business has posted net operating losses since inception in 2018

We incurred losses of $5,383,673 and $587,040 for the years ended June 30, 2020 and 2019, respectively. We have incurred losses of $6,090,226 from inception through December 31, 2020. The adverse effects of a limited operating history include reduced management visibility into forward sales, marketing costs, and customer acquisition, which could lead to missing targets for achievement of profitability.

We need additional capital to continue operations; if we do not raise additional capital, we will need to curtail or cease operations.

We require additional capital for the development of our business operations. We may also encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may increase our capital needs and/or cause us to spend our cash resources faster than we expect. Accordingly, we will need to obtain substantial additional funding in order to continue our operations. The uncertainties surrounding our ability to fund our operations raise substantial doubt about our ability to continue as a going concern.

Since our inception, we have financed our operations primarily through the sale of our Common Stock. As of December 31, 2020, we had approximately $1,198,000 in cash. To execute on our business plan successfully, we will need to raise additional money in the future. Additional financing may not be available on favorable terms, or at all. The exact amount of funds raised, if any, will determine how quickly we can reach profitability on our operations.

There are no assurances that future funding will be available on favorable terms, or at all. If additional funding is not obtained, we may need to reduce, defer or cancel product development efforts, our production and marketing operations, or overhead expenditures to the extent necessary. The failure to fund our operating and capital requirements could have a material adverse effect on our business, financial condition and results of operations.

If we are unable to protect our intellectual property rights, our competitive position could be harmed.

Our commercial success will depend in part on our ability to obtain and maintain appropriate intellectual property protection in the United States and foreign countries with respect to our proprietary formulations and products. Our ability to successfully implement our business plan depends on our ability to build and maintain brand recognition using trademarks, service marks, trade dress and other intellectual property. We may rely on trade secret, trademark, patent and copyright laws, and confidentiality and other agreements with employees and third parties, all of which offer only limited protection. The steps we have taken and the steps we will take to protect our proprietary rights may not be adequate to preclude misappropriation of our proprietary information or infringement of our intellectual property rights. If our efforts to protect our intellectual property are unsuccessful or inadequate, or if any third party misappropriates or infringes on our intellectual property, the value of our brands may be harmed, which could have a material adverse effect on the Company's business and prevent our brands from achieving or maintaining market acceptance. Protecting against unauthorized use of our trademarks and other intellectual property rights may be expensive, difficult and in some cases not possible. In some cases, it may be difficult or impossible to detect third-party infringement or misappropriation of our intellectual property rights, and proving any such infringement may be even more difficult.

We may not be able to effectively manage growth.

As we continue to grow our business and develop products, we expect to need additional research, development, managerial, operational, sales, marketing, financial, accounting, legal and other resources. The Company expects its growth to place a substantial strain on its managerial, operational and financial resources. The Company cannot assure that it will be able to effectively manage the expansion of its operations, or that its facilities, systems, procedures or controls will be adequate to support its operations. The Company's inability to manage future growth effectively would have a material adverse effect on its business, financial condition and results of operations.

Our management may not be able to control costs in an effective or timely manner.

The Company's management has used reasonable efforts to assess, predict and control costs and expenses. However, the Company only has a brief operating history upon which to base those efforts. Implementing our business plan may require more employees, capital equipment, supplies or other expenditure items than management has predicted. Likewise, the cost of compensating employees and consultants or other operating costs may be higher than management's estimates, which could lead to sustained losses.

We expect our quarterly financial results to fluctuate.

We expect our net sales and operating results to vary significantly from quarter to quarter due to a number of factors, including changes in:

- Demand for our products;
- Our ability to obtain and retain existing customers or encourage repeat purchases;
- Our ability to manage our product inventory;
- General economic conditions, both domestically and in foreign markets;
- Advertising and other marketing costs; and
- Costs of creating and expanding product lines.

As a result of the variability of these and other factors, our operating results in future quarters may be below the expectations of our stockholders.

We are subject to the reporting requirements of U.S. federal securities laws, which can be expensive.

We are subject to the information and reporting requirements of the Exchange Act and other federal securities laws, including compliance with the Sarbanes-Oxley Act. The costs of preparing and filing annual and quarterly reports, proxy statements and other information with the SEC and furnishing audited financial statements to stockholders will cause our expenses to be higher than they would be if we had remained privately-held. In addition, it may be time consuming, difficult and costly for us to develop and implement the internal controls and reporting procedures required by the Sarbanes-Oxley Act. We may need to hire additional financial reporting, internal controls and other finance personnel in order to develop and implement appropriate internal controls and reporting procedures.

Cybersecurity breaches of our IT systems could degrade our ability to conduct our business operations and deliver products and services to our customers, delay our ability to recognize revenue, compromise the integrity of our software products, result in significant data losses and the theft of our intellectual property, damage our reputation, expose us to liability to third parties and require us to incur significant additional costs to maintain the security of our networks and data.

We increasingly depend upon our IT systems to conduct virtually all of our business operations, ranging from our internal operations and product development activities to our marketing and sales efforts and communications with our customers and business partners. Computer programmers may attempt to penetrate our network security, or that of our website, and misappropriate our proprietary information or cause interruptions of our service. Because the techniques used by such computer programmers to access or sabotage networks change frequently and may not be recognized until launched against a target, we may be unable to anticipate these techniques. In addition, sophisticated hardware and operating system software and applications that we produce or procure from third parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of the system. We have also outsourced a number of our business functions to third-party contractors, including our manufacturers and logistics providers, and our business operations also depend, in part, on the success of our contractors' own cybersecurity measures. Similarly, we rely upon distributors, resellers and system integrators to sell our products and our sales operations depend, in part, on the reliability of their cybersecurity measures. Additionally, we depend upon our employees to appropriately handle confidential data and deploy our IT resources in safe and secure fashion that does not expose our network systems to security breaches and the loss of data. Accordingly, if our cybersecurity systems and those of our contractors fail to protect against unauthorized access, sophisticated cyberattacks and the mishandling of data by our employees and contractors, our ability to conduct our business effectively could be damaged in a number of ways, including:

We may incur significant costs and require significant management resources to evaluate our internal control over financial reporting as required under Section 404 of the Sarbanes-Oxley Act, and any failure to comply or any adverse result from such evaluation may have an adverse effect on our stock price.

As a smaller reporting company, as defined in Rule 12b-2 under the Exchange Act, we will be required to evaluate our internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act of 2002 ("Section 404") and to include an internal control report beginning with the Annual Report on Form 10-K for the fiscal year ending June 30, 2022.This report must include management's assessment of the effectiveness of our internal control over financial reporting as of the end of the fiscal year. This report must also include disclosure of any material weaknesses in internal control over financial reporting that we have identified. Failure to comply, or any adverse results from such evaluation could result in a loss of investor confidence in our financial reports and have an adverse effect on the trading price of our equity securities.

The COVID-19 pandemic and the efforts to mitigate its impact may have an adverse effect on our business, liquidity, results of operations, financial condition and price of our securities.

The pandemic involving the novel strain of coronavirus and related respiratory disease (which we refer to asCOVID-19) and the measures taken to combat it, have had an adverse effect on our business. Public health authorities and governments at local, national and international levels have announced various measures to respond to this pandemic. Some measures that directly or indirectly impact our business include:

- voluntary or mandatory quarantines;
- restrictions on travel; and
- limiting gatherings of people in public places.

We have undertaken measures in an effort to mitigate the spread of COVID-19 including limiting company travel and in-person meetings. We also have enacted our business continuity plans, including implementing procedures requiring employees working remotely where possible which may make maintaining our normal level of corporate operations, quality controls and internal controls difficult. Notwithstanding these efforts, our results of operations have been adversely impacted by COVID-19 and this may continue.

Moreover, the COVID-19 pandemic has previously caused some temporary delays in the delivery of our inventory, although recently we are no longer experiencing such delays. In addition, the travel restrictions imposed as a result of COVID-19 have impacted our ability to visit customer and potential customers for sales presentations, which have been substituted with on-line conference calls. Further, the COVID-19 pandemic and mitigation efforts have also adversely affected our customers' financial condition, resulting in reduced spending for the products we sell.

As events are rapidly changing, we do not know how long the COVID-19 pandemic, or localized outbreaks or recurrences of COVID-19, and the measures that have been introduced to respond to COVID-19 will disrupt our operations or the full extent of that disruption. Further, once we are able to restart normal operations doing so may take time and will involve costs and uncertainty. We also cannot predict how long the effects of COVID-19 and the efforts to contain it will continue to impact our business after the pandemic is under control. Governments could take additional restrictive measures to combat the pandemic that could further impact our business or the economy in the geographies in which we operate. It is also possible that the impact of the pandemic and response on our suppliers, customers and markets will persist for some time after governments ease their restrictions. These measures have negatively impacted, and may continue to impact, our business and financial condition as the responses to control COVID-19 continue.

A prolonged economic downturn, particularly in light of the COVID-19 pandemic, could adversely affect our business.

Uncertain global economic conditions, in particular in light of the COVID-19 pandemic, could adversely affect our business. Negative global and national economic trends, such as decreased consumer and business spending, high unemployment levels and declining consumer and business confidence, pose challenges to our business and could result in declining revenues, profitability and cash flow. Although we continue to devote significant resources to support our brands, unfavorable economic conditions may negatively affect demand for our products.

Increases in costs, disruption of supply or shortage of raw materials could harm our business.

We may experience increases in the cost or a sustained interruption in the supply or shortage of raw materials. Any such an increase or supply interruption could materially negatively impact our business, prospects, financial condition and operating results. We use various raw materials in our business including aluminum. The prices for these raw materials fluctuate depending on market conditions and global demand for these materials and could adversely affect our business and operating results. Substantial increases in the prices for our raw materials increase our operating costs, and could reduce our margins if we cannot recoup the increased costs through increased prices for our products and services.

Our failure to meet the continuing listing requirements of the NASDAQ Capital Market could result in a de-listing of our securities.

If, after this offering, we fail to satisfy the continuing listing requirements of NASDAQ, such as the corporate governance, stockholders equity or minimum closing bid price requirements, NASDAQ may take steps to delist our Common Stock. Such a delisting would likely have a negative effect on the price of our Common Stock and would impair your ability to sell or purchase our Common Stock when you wish to do so. In the event of a delisting, we would likely take actions to restore our compliance with NASDAQ's listing requirements, but we can provide no assurance that any such action taken by us would allow our Common Stock to become listed again, stabilize the market price or improve the liquidity of our securities, prevent our Common Stock from dropping below the NASDAQ minimum bid price requirement or prevent future non-compliance with NASDAQ's listing requirements.

We will incur increased costs and demands upon management as a result of complying with the laws and regulations affecting public companies, which could adversely affect our operating results.

As a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company, including costs associated with public company reporting and corporate governance requirements. These requirements include compliance with Section 404 and other provisions of the Sarbanes-Oxley Act, as well as rules implemented by the Securities and Exchange Commission, or SEC, and the NASDAQ. In addition, our management team will also have to adapt to the requirements of being a public company. We expect complying with these rules and regulations will substantially increase our legal and financial compliance costs and to make some activities more time-consuming and costly.

The increased costs associated with operating as a public company will decrease our net income or increase our net loss, and may require us to reduce costs in other areas of our business or increase the prices of our products or services. Additionally, if these requirements divert our management's attention from other business concerns, they could have a material adverse effect on our business, financial condition and operating results.

As a public company, we also expect that it may be more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as our executive officers.

We are eligible to be treated as an "emerging growth company," as defined in the JOBS Act, and a "smaller reporting company" within the meaning of the Securities Act, and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies or smaller reporting companies will make our Common Stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act. For as long as we continue to be an emerging growth company, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including (1) not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, (2) reduced disclosure obligations regarding executive compensation in this prospectus and our periodic reports and proxy statements and (3) exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. In addition, as an emerging growth company, we are only required to provide two years of audited financial statements and two years of selected financial data in this prospectus. We could be an emerging growth company for up to five years, although circumstances could cause us to lose that status earlier, including if the market value of our Common Stock held by non-affiliates exceeds $700.0 million as of any December 31st before that time or if we have total annual gross revenue of $1.0 billion or more during any fiscal year before that time, after which, in each case, we would no longer be an emerging growth company as of the following December 31 or, if we issue more than $1.0 billion in non-convertible debt during any three-year period before that time, we would cease to be an emerging growth company immediately.

Additionally, we are a "smaller reporting company" as defined in Item 10(f)(1) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. We will remain a smaller reporting company until the last day of the fiscal year in which (1) the market value of our shares of Common Stock held by non-affiliates exceeds $250 million as of the prior the end of our second fiscal quarter ending December 31st of each year, or (2) our annual revenues exceeded $100 million during such completed fiscal year and the market value of our ordinary shares held by non-affiliates exceeds $700 million as of the prior to the end of our second fiscal quarter ending December 31st of each year. To the extent we take advantage of such reduced disclosure obligations, it may also make comparison of our financial statements with other public companies difficult or impossible.

After we are no longer an "emerging growth company," we expect to incur additional management time and cost to comply with the more stringent reporting requirements applicable to companies that are deemed accelerated filers or large accelerated filers, including complying with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act. We cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

Risks Relating to Our Business and Industry

We operate in a highly competitive environment, and if we are unable to compete with our competitors, our business, financial condition, results of operations, cash flows and prospects could be materially adversely affected.

We operate in a highly competitive environment. Our competition includes all other companies that are in the business of producing or distributing hemp-based products for personal use or consumption. Many of our competitors have greater resources that may enable them to compete more effectively than us in the CBD industry. Some of our competitors have a longer operating history and greater capital resources, facilities and product line diversity, which may enable them to compete more effectively in this market. Our competitors may devote their resources to developing and marketing products that will directly compete with our product lines. The Company expects to face additional competition from existing competitors and new market entrants. If a significant number of new entrants enters the market in the near term, the Company may experience increased competition for market share and may experience downward pricing pressure on the Company's products as new entrants increase production. Such competition may cause us to encounter difficulties in generating revenues and market share, and in positioning our products in the market. If we are unable to successfully compete with existing companies and new entrants to the market, our lack of competitive advantage will have a negative impact on our business and financial condition.

Unfavorable publicity or consumer perception of our products or similar products developed and distributed by other companies could have a material adverse effect on our reputation, which could result in decreased sales and fluctuations in our business, financial condition and results of operations.

We depend on consumer perception regarding the safety and quality of our products, as well as similar products marketed and distributed by other companies. Consumer perception of hemp-based products can be significantly influenced by adverse publicity in the form of published scientific research, national media attention or other publicity, which may associate consumption of our products or other similar products with adverse effects, or question the benefits and/or effectiveness of our products or similar products. A new product may initially be received favorably, resulting in high sales of that product, but that level of sales may not be sustainable as consumer preferences change over time. Future scientific research or publicity could be unfavorable to our industry or any of our particular products and may not be consistent with earlier favorable research or publicity. Unfavorable research or publicity could have a material adverse effect on our ability to generate sales.

Our failure to appropriately and timely respond to changing consumer preferences and demand for new products and services could significantly harm our customer relationships and have a material adverse effect on our business, financial condition and results of operations.

Our business is subject to changing consumer trends and preferences. Our failure to accurately predict or react to these trends could negatively impact consumer opinion of us as a source for the latest products, which in turn could harm our customer relationships and cause us to lose market share. The success of our product offerings depends upon a number of factors, including our ability to:

- Anticipate customer needs;
- Innovate and develop new products;
- Successfully introduce new products in a timely manner;
- Price our products competitively with retail and online competitors;
- Deliver our products in sufficient volumes and in a timely manner; and
- Differentiate our product offerings from those of our competitors.

If we do not introduce new products or make enhancements to meet the changing needs of our customers in a timely manner, some of our products could be rendered obsolete, which could have a material adverse effect on our financial condition and results of operations.

Future acquisitions or strategic investments and partnerships could be difficult to identify and integrate with our business, disrupt our business, and adversely affect our financial condition and results of operations.

We may seek to acquire or invest in businesses and product lines that we believe could complement or expand our product offerings, or otherwise offer growth opportunities. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating, and pursuing suitable acquisitions, whether or not the acquisitions are completed. Future acquisitions could also result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our financial position and results of operations. In addition, if an acquired business or product line fails to meet our expectations, our business, financial condition, and results of operations may be adversely affected.

Failure to successfully integrate acquired businesses and their products and other assets into our Company, or if integrated, failure to further our business strategy, may result in our inability to realize any benefit from such acquisition.

We expect to grow by acquiring relevant businesses, including other cannabis-related businesses. The consummation and integration of any acquired business, product or other assets into our Company may be complex and time consuming and, if such businesses and assets are not successfully integrated, we may not achieve the anticipated benefits, cost-savings or growth opportunities. Furthermore, these acquisitions and other arrangements, even if successfully integrated, may fail to further our business strategy as anticipated, expose our Company to increased competition or other challenges with respect to our products or geographic markets, and expose us to additional liabilities associated with an acquired business, technology or other asset or arrangement.

The failure to attract and retain key employees could hurt our business.

Our success also depends upon our ability to attract and retain numerous highly qualified employees. The loss of one or more members of our management team or other key employees or consultants could materially harm our business, financial condition, results of operations and prospects. Although the Company's current management team has extensive business background, their experience is in industries unrelated to our business. Management relies heavily on the experience of its employees, most notably its President who has extensive experience in CBD products. We face competition for personnel and consultants from other companies, universities, public and private research institutions, government entities and other organizations. Our failure to attract and retain skilled management and employees may prevent or delay us from pursuing certain opportunities. If we fail to successfully fill many management roles, fail to fully integrate new members of our management team, lose the services of key personnel, or fail to attract additional qualified personnel, it will be significantly more difficult for us to achieve our growth strategies and success.

We have limited supply sources, and price increases or supply shortages of key raw materials could materially and adversely affect our business, financial condition and results of operations.

Our products are composed of certain key raw materials. If the prices of such raw materials increase significantly, it could result in a significant increase in our product development costs. If raw material prices increase in the future, we may not be able to pass on such price increases to our customers. A significant increase in the price of raw materials that cannot be passed on to customers could have a material adverse effect on our business, financial condition and results of operations.

The Company believes that its continued success will depend upon the availability of raw materials that permit the Company to meet its labeling claims and quality control standards. The supply of our industrial hemp is subject to the same risks normally associated with agricultural production, such as climactic conditions, insect infestations and availability of manual labor or equipment for harvesting. Any significant delay in or disruption of the supply of raw materials could substantially increase the cost of such materials, could require product reformulations, the qualification of new suppliers and repackaging and could result in a substantial reduction or termination by the Company of its sales of certain products, any of which could have a material adverse effect upon the Company. Accordingly, there can be no assurance that the disruption of the Company's supply sources will not have a material adverse effect on the Company.

Loss of key contracts with our suppliers, renegotiation of such agreements on less favorable terms or other actions these third parties may take could harm our business.

Most of our agreements with suppliers of our industrial hemp, including our key supplier contract, are short term. The loss of these agreements, or the renegotiation of these agreements on less favorable economic or other terms, could limit our ability to procure raw material to manufacture our products. This could negatively affect our ability to meet consumer demand for our products. Upon expiration or termination of these agreements, our competitors may be able to secure industrial hemp from our existing suppliers which will put the company at a competitive disadvantage in the market.

Loss of key customers could harm our business.

For the year ended December 31, 2020, a significant portion of our sales were to two large customers, but we do not have contracts for future purchases in place with either of these customers. As such, we do not have any purchase commitments from these customers, and there can be no assurance that they will continue to purchase our products. If these customers do not purchase our products in the future, and we are not able to generate a similar volume of sales from other customers, it could have a material effect on our total sales and result in a material adverse effect on our financial condition and business.

There is limited availability of clinical studies.

Although hemp plants have a long history of human consumption, there is little long-term experience with human consumption of certain of these innovative product ingredients or combinations thereof in concentrated form. Although the Company performs research and/or tests the formulation and production of its products, there is limited clinical data regarding the safety and benefits of ingesting industrial hemp-based products. Any instance of illness or negative side effects of ingesting industrial hemp-based products would have a material adverse effect on our business and operations.

We face substantial risk of product liability claims and potential adverse product publicity.

Like any other retailer, distributor or manufacturer of products that are designed to be ingested, we face an inherent risk of exposure to product liability claims, regulatory action and litigation if our products are alleged to have caused loss or injury. In the event we do not have adequate insurance or contractual indemnification, product liability claims could have a material adverse effect on the Company. The Company is not currently a named defendant in any product liability lawsuit; however, other manufacturers and distributors of hemp-based products currently are or have been named as defendants in such lawsuits. The successful assertion or settlement of any uninsured claim, a significant number of insured claims, or a claim exceeding the Company's insurance coverage could have a material adverse effect on the Company.

We may be unable to attract and retain independent distributors for our products.

As a direct selling company, our revenue depends in part upon the number and productivity of our independent distributors. Like most direct selling companies, we experience high levels of turnover among our independent distributors from year to year, who may terminate their service at any time. Generally, we need to increase the productivity of our independent distributors and/or retain existing independent distributors and attract additional independent distributors to maintain and/or increase product sales. Many factors affect our ability to attract and retain independent distributors, including the following:

- publicity regarding our Company, our products, our distribution channels and our competitors;
- public perceptions regarding the value and efficacy of our products;
- ongoing motivation of our independent distributors;
- government regulations;
- general economic conditions;
- our compensation arrangements, training and support for our independent distributors; and
- competition in the market.

Our results of operations and financial condition could be materially and adversely affected if our independent distributors are unable to maintain their current levels of productivity, or if we are unable to retain existing distributors and attract new distributors in sufficient numbers to maintain present sales levels and sustain future growth.

We could incur obligations resulting from the activities of our independent distributors.

We sell our products through a network of independent distributors. Independent distributors are independent contractors who operate their own business separate and apart from the Company. We may not be able to control certain aspects of our distributors' activities that may impact our business. If local laws and regulations, or the interpretation thereof, change and require us to treat our independent distributors as employees, or if our independent distributors are deemed by local regulatory authorities in one or more of the jurisdictions in which we operate to be our employees rather than independent contractors under existing laws and interpretations, we may be held responsible for a variety of obligations that are imposed upon employers relating to their employees, including employment-related taxes and penalties, which could have a material adverse effect on our financial condition and results of operations. In addition, there is the possibility that some jurisdictions may seek to hold us responsible for false product or earnings-related claims due to the actions of our independent distributors. Liability for any of these issues could have a material adverse effect on our business, financial condition and results of operations.

Our independent distributors' failure to comply with applicable advertising laws and regulations could adversely affect our financial conditions and results of operations.

The advertisement of our products is subject to extensive regulations in the markets in which we do business. Our independent distributors may fail to comply with such regulations governing the advertising of our products. We cannot ensure that all marketing materials used by our independent distributors comply with applicable regulations, including bans on false or misleading product and earnings-related claims. If our independent distributors fail to comply with applicable regulations, we could be subjected to claims of false advertising, misrepresentation, significant financial penalties, and/or costly mandatory product recalls and relabeling requirements with respect to our products, any of which could have a material adverse effect on our business, reputation, financial condition and results of operations.

We are subject to risks arising from the recent global outbreak of the COVID-19 coronavirus.

The recent outbreak of the COVID-19 coronavirus has spread across the globe and is impacting worldwide economic activity. A pandemic, including COVID-19 or other public health epidemic, poses the risk that we or our employees, suppliers, manufacturers and other partners may be prevented from conducting business activities for an indefinite period of time, including due to the spread of the disease or shutdowns that may be requested or mandated by governmental authorities. While it is not possible at this time to estimate the full impact that COVID-19 could have on our business, the continued spread of COVID-19 could disrupt our clinical trials, supply chain and the manufacture or shipment of our cyclodextrin products, and other related activities, which could have a material adverse effect on our business, financial condition and results of operations. COVID-19 has also had an adverse impact on global economic conditions which could impair our ability to raise capital when needed. While we have not yet experienced any disruptions in our business or other negative consequences relating to COVID-19, the extent to which the COVID-19 pandemic impacts our results will depend on future developments that are highly uncertain and cannot be predicted.

Risks Related to the CBD Industry

Laws and regulations affecting the CBD industry are evolving under the Farm Bill, and changes to applicable regulations may materially affect our future operations in the CBD market.

The CBD used by the Company is derived from hemp as defined in the Agriculture Improvement Act of 2018 (United States) (the "Farm Bill ") and codified at 7 USC 1639o means "the plant Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis." The *Cannabis sativa* plant and its derivatives may also be deemed marijuana, depending on certain factors. "Marijuana" is a Schedule I controlled substance and is defined in the Federal Controlled Substances Act at 21 USC Section 802(16) as "all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin." Exemptions to that definition provided in 21 USC Section 802(16) include "the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of such plant which is incapable of germination" or hemp as defined in 7 USC 1639o.

Substances meeting the definition of "hemp" in the Farm Bill and 7 USC 1639o may be used in clinical studies and research through an Investigational New Drug ("IND") application with the Food and Drug Administration (the "FDA"). Substances scheduled as controlled substances, like marijuana, require more rigorous regulation, including interaction with several agencies including the FDA, the DEA, and the NIDA within the National Institutes of Health ("NIH").

Accordingly, if the CBD used by the Company is deemed marijuana and, therefore, a Schedule I controlled substance, the Company could be subject to significant additional regulation, as well as enforcement actions and penalties pertaining to the Federal Controlled Substances Act, and any resulting liability could require the Company to modify or cease its operations.

Furthermore, in conjunction with the Farm Bill, the FDA released a statement about the status of CBD as a nutritional supplement, noting that the Farm Bill explicitly preserved the FDA's authority to regulate products containing cannabis or cannabis-derived compounds under the Federal Food, Drug, and Cosmetic Act (the "FDCA") and Section 351 of the Public Health Service Act. Any difficulties we experience in complying with existing and/or new government regulation could increase our operating costs and adversely impact our results of operations in future periods. The FDA has issued guidance titled "FDA Regulation of Cannabis and Cannabis-Derived Products, Including Cannabidiol (CBD)" pursuant to which the FDA has taken the position that CBD is prohibited from use as an ingredient in a food or beverage or as a dietary ingredient in or as a dietary supplement based on several provisions of the FDCA. In the definition of "dietary supplement" found in the FDCA at 21 USC 321(ff), an article authorized for investigation as a new drug, antibiotic, or biological for which substantial clinical investigations have been instituted and for which the existence of such investigations has been made public, is excluded from the definition of dietary supplement. A similar provision in the FDCA at 21 USC 331(ll) makes it a prohibited act to introduce or deliver into commerce any food with a substance that was investigated as a new drug prior to being included in a food. There are no similar exclusions for the use of CBD in non-drug topical products, as long as such products otherwise comply with applicable laws. The FDA created a task force to address the further regulation of CBD and other cannabis-derived products and is currently evaluating the applicable science and pathways for regulating CBD and other cannabis-derived ingredients.

As a result of the Farm Bill's recent passage, we expect that there will be a constant evolution of laws and regulations affecting the CBD industry which could affect the Company's plan of operations. Local, state and federal hemp laws and regulations may be broad in scope and subject to changing interpretations. These changes may require us to incur substantial costs associated with legal compliance and may ultimately require us to alter our business plan. Furthermore, violations of these laws, or alleged violations, could disrupt our business and result in a material adverse effect on our operations. We cannot predict the nature of any future laws, regulations, interpretations or applications, and it is possible that regulations may be enacted in the future that will be directly applicable to our business.

Changes to state laws pertaining to industrial hemp could slow the use of industrial hemp, which could impact our revenues in future periods. Approximately 40 states have authorized industrial hemp programs pursuant to the Farm Bill. Additionally, various states have enacted state-specific laws pertaining to the handling, manufacturing, labeling, and sale of CBD and other hemp products. Compliance with state-specific laws and regulations could impact our operations in those specific states. Continued development of the industrial hemp industry will be dependent upon new legislative authorization of industrial hemp at the state level, and further amendment or supplementation of legislation at the federal level. Any number of events or occurrences could slow or halt progress all together in this space. While progress within the industrial hemp industry is currently encouraging, growth is not assured, and while there appears to be ample public support for favorable legislative action, numerous factors may impact or negatively affect the legislative process(es) within the various states where we have business interests.

Unfavorable interpretations of laws governing hemp processing activities could subject us to enforcement or other legal proceedings and limit our business and prospects.

There are no express protections in the United States under applicable federal or state law for possessing or processing hemp biomass derived from lawful hemp not exceeding 0.3% THC on a dry weight basis and intended for use in finished product, but that may temporarily exceed 0.3% THC during the interim processing stages. While it is a common occurrence for hemp biomass to have variance in THC content during interim processing stages after cultivation but prior to use in finished products, there is risk that state or federal regulators or law enforcement could take the position that such hemp biomass is a Schedule I controlled substance in violation of the CSA and similar state laws. In the event that the Company's operations are deemed to violate any laws, the Company could be subject to enforcement actions and penalties, and any resulting liability could cause the Company to modify or cease its operations.

Costs associated with compliance with various laws and regulations could impact our financial results.

The manufacture, labeling and distribution of CBD products is regulated by various federal, state and local agencies. These governmental authorities may commence regulatory or legal proceedings, which could restrict our ability to market CBD-based products in the future. The FDA may regulate our products to ensure that the products are not adulterated or misbranded. We may also be subject to regulation by other federal, state and local agencies with respect to our CBD-based products. Our advertising activities are subject to regulation by the FTC under the Federal Trade Commission Act. In recent years, the FTC and state attorneys general have initiated numerous investigations of dietary and nutritional supplement companies and products. Any actions or investigations initiated against the Company by governmental authorities or private litigants could have a material adverse effect on our business, financial condition and results of operations. Any actions or investigations initiated against the Company by governmental authorities or private litigants could have a material adverse effect on our business, financial condition and results of operations.

The shifting regulatory environment necessitates building and maintaining of robust systems to achieve and maintain compliance in multiple jurisdictions and increases the possibility that we may violate one or more of the legal requirements applicable to our business and products. If our operations are found to be in violation of any applicable laws or regulations, we may be subject to penalties, including, without limitation, civil and criminal penalties, damages, fines, the curtailment or restructuring of our operations, injunctions, or product withdrawals, recalls or seizures, any of which could adversely affect our ability to operate our business, our financial condition and results of operations.

Uncertainty caused by potential changes to legal regulations could impact the use and acceptance of CBD products.

There is substantial uncertainty and differing interpretations and opinions among federal, state and local regulatory agencies, legislators, academics and businesses as to the scope of operation of Farm Bill-compliant hemp programs relative to the emerging regulation of cannabinoids and the Controlled Substances Act. These different opinions include, but are not limited to, the regulation of cannabinoids by the DEA and/or the FDA, and the extent to which manufacturers of products containing Farm Bill-compliant cultivators and processors may engage in interstate commerce. The existing uncertainties in the CBD regulatory landscape in the United States cannot be resolved without further federal, and perhaps state-level, legislation and regulation or a definitive judicial interpretation of existing laws and regulations. If these uncertainties are not resolved in the near future or are resolved in the manner inconsistent with our business plan, such uncertainties may have an adverse effect upon our plan of operations and the introduction of our CBD-based products in different markets.

If we fail to obtain necessary permits, licenses and approvals under applicable laws and regulations, our business and plan of operations may be adversely impacted.

We may be required to obtain and maintain certain permits, licenses and regulatory approvals in the jurisdictions where we sell or plan to sell our products. There can be no assurance that we will be able to obtain or maintain any necessary licenses, permits or approvals. Any material delay in obtaining, or inability to obtain, such licenses, permits and approvals is likely to delay and/or inhibit our ability to carry out our plan of operations, and could have a material adverse effect on our business, financial condition and results of operations.

International expansion of our business could expose us to additional regulatory risks and compliance costs.

If the Company intends to expand internationally or engage in the international sale of its products, it will become subject to the laws and regulations of the foreign jurisdictions in which it operates, or in which it imports or exports products or materials, including, but not limited to, customs regulations in the importing and exporting countries. The varying laws and rapidly changing regulations may impact the Company's operations and ability to ensure compliance. In addition, the Company may avail itself of proposed legislative changes in certain jurisdictions to expand its product portfolio, which expansion may include unknown business and regulatory compliance risks. Failure by the Company to comply with the evolving regulatory framework in any jurisdiction could have a material adverse effect on the Company's business, financial condition and results of operations.

The market for CBD products is highly competitive. If we are unable to compete effectively in the market, our business and operating results could be materially and adversely affected.

The market for CBD products is a competitive and rapidly evolving market. There are numerous competitors in the industry, some of whom are more well-established with longer operating histories and greater financial resources than the Company. We expect competition in the CBD industry to continue to intensify following the recent passage of the Farm Bill. We believe the Company will be able to compete effectively because of the quality of our products and customer service. However, there can be no assurance that the Company will effectively compete with existing or future competitors. Increased competition may also drive the prices of our products down, which may have a material adverse effect on our results of operations in future periods.

Given the rapid changes affecting the global, national and regional economies generally, and the CBD industry specifically, the Company may experience difficulties in establishing and maintaining a competitive advantage in the marketplace. The Company's success will depend on our ability to keep pace with any changes in such markets, especially legal and regulatory changes. Our success will depend on our ability to respond to, among other things, changes in the economy, market conditions and competitive pressures. Any failure to anticipate or respond adequately to such changes could have a material adverse effect on the Company's business, financial condition and results of operations.

The Company may experience difficulty opening or maintaining bank accounts.

It is possible that financial institutions may refuse to open bank accounts for the deposit of funds from our business, as some of our products are involved with the hemp industry. The inability to open bank accounts with certain institutions could materially and adversely affect our business.

Risks Related to this Offering and our Common Stock

Our controlling stockholders may take actions that conflict with your interests.

Certain of our officers and directors beneficially own 55% of our outstanding Common Stock as of the date hereof. Our officers and directors will be able to exercise control over all matters requiring stockholder approval, including the election of directors, amendment of our certificate of incorporation and approval of significant corporate transactions, and they will have significant control over our management and policies. The directors elected by these stockholders will be able to influence decisions affecting our capital structure significantly.

The issuance of additional stock in connection with financings, acquisitions, investments, our stock incentive plans or otherwise will dilute all other stockholders.

Our certificate of incorporation authorizes us to issue up to 100,000,000 shares of Common Stock and up to 10,000,000 shares of preferred stock with such rights and preferences as may be determined by our board of directors. Subject to compliance with applicable rules and regulations, we may issue our shares of Common Stock or securities convertible into our Common Stock from time to time in connection with a financing, acquisition, investment, or otherwise. We may from time to time issue additional shares of Common Stock at a discount from the then market price of our Common Stock. Any issuance of stock could result in substantial dilution to our existing stockholders and cause the market price of our Common Stock to decline.

Our directors have the right to authorize the issuance of shares of our preferred stock and additional shares of our Common Stock.

Our directors, within the limitations and restrictions contained in our certificate of incorporation and without further action by our stockholders, have the authority to issue shares of preferred stock from time to time in one or more series and to fix the number of shares and the relative rights, conversion rights, voting rights, and terms of redemption, liquidation preferences and any other preferences, special rights and qualifications of any such series. While we have no intention of issuing additional shares of preferred stock at the present time, we continue to seek to raise capital through the sale of our securities and may issue shares of preferred stock in connection with a particular investment. Any issuance of shares of preferred stock could adversely affect the rights of holders of our Common Stock. Should we issue additional shares of our Common Stock at a later time, each investor's ownership interest in our stock would be proportionally reduced.

Our executive officers, directors, major stockholder and their respective affiliates will continue to exercise significant control over our Company after this Offering, which will limit your ability to influence corporate matters and could delay or prevent a change in control.

Immediately following the completion of this Offering and excluding any shares of Common Stock that they purchase in this Offering, if any, the existing holdings of our executive officers and directors will beneficially own approximately _____% of our outstanding Common Stock. As a result, our executive officers and directors will be able to influence our management and affairs and control the outcome of matters submitted to our stockholders for approval, including the election of directors and any sale, merger, consolidation, or sale of all or substantially all of our assets. These stockholders acquired their shares of Common Stock for substantially less than the price of the shares of Common Stock being acquired in this Offering, and these stockholders may have interests, with respect to their Common Stock, that are different from those of investors in this Offering. In addition, the concentration of voting power among these stockholders might adversely affect the market price of our Common Stock by:

- delaying, deferring or preventing a change in control of the Company;
- impeding a merger, consolidation, takeover or other business combination involving the Company; or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of the Company.

We have broad discretion in how we use the proceeds of this Offering, and may not use these proceeds effectively, which could affect our results of operations and cause the price of our Common Stock to decline.

We will have considerable discretion in the application of the net proceeds of this Offering. We intend to use the net proceeds from this Offering to fund our business strategy, including without limitation, acquisitions, property and equipment improvements, offering expenses, working capital and other general corporate purposes, which may include funding for the hiring of additional personnel. As a result, investors will be relying upon management's judgment with only limited information about our specific intentions for the use of the balance of the net proceeds of this Offering. We may use the net proceeds for purposes that do not yield a significant return or any return at all for our stockholders. In addition, pending their use, we may invest the net proceeds from this Offering in a manner that does not produce income or that loses value.

There is no existing market for our Common Stock, and you cannot be certain that an active trading market or a specific share price will be established.

Prior to this Offering, there has been no public market for the shares of our Common Stock. We cannot predict the extent to which investor interest in our Company will lead to the development of a trading market or how liquid that market might become. The offering price for our Common Stock has been arbitrarily determined by the Company and may not be indicative of the price that will prevail in any trading market following this Offering, if any. The market price for our Common Stock may decline below the offering price, and our stock price is likely to be volatile.

If our stock price fluctuates after the Offering, you could lose a significant part of your investment.

The market price of our Common Stock could be subject to wide fluctuations in response to, among other things, the risk factors described in this section, and other factors beyond our control, such as fluctuations in the valuation of companies perceived by investors to be comparable to us. Furthermore, the stock markets have experienced price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. These fluctuations often have been unrelated or disproportionate to the operating performance of those companies. These broad market and industry fluctuations, as well as general economic, political, and market conditions, such as recessions, interest rate changes or international currency fluctuations, may negatively affect the market price of our Common Stock. In the past, many companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

If you purchase our Common Stock in this Offering, you will incur immediate and substantial dilution in the book value of your shares.

You will suffer immediate and substantial dilution in the net tangible book value of the Common Stock you purchase in this Offering. Assuming an offering price of $_____ per share, and assuming all _____ shares are sold for gross proceeds of $_____, purchasers of Common Stock in this Offering will experience immediate dilution of approximately $_____ per share in net tangible book value of the Common Stock. In addition, investors purchasing Common Stock in this Offering will contribute up to _____% of the total amount invested by stockholders in the Company since inception but will only own approximately ___% of the shares of Common Stock outstanding. See "*Dilution*" on page 28 for a more detailed description of the dilution to new investors in the Offering.

After the completion of this Offering, we may be at an increased risk of securities class action litigation

Historically, securities class action litigation has often been brought against a company following a decline in the market price of its securities. If our stock price decreases and we were to be sued, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business.

Certain Provisions of Nevada law may have anti-takeover effects.

Certain provisions of Nevada law applicable to our Company could also delay or make more difficult a merger, tender offer or proxy contest involving our company, including Sections 78.411 through 78.444 of the Nevada Revised Statutes, which prohibit a Nevada corporation from engaging in any business combination with any "interested stockholder" (as defined in the statute) for a period of two years unless certain conditions are met. In addition, our senior management is entitled to certain payments upon a change in control.

We do not intend to pay dividends and there will thus be fewer ways in which you can make a gain on your investment.

We do not intend to pay any dividends for the foreseeable future. To the extent that we may require additional funding currently not provided for in our financing plan, our funding sources may prohibit the declaration of dividends. Because we do not intend to pay dividends, any gain on your investment will need to result from an appreciation in the price of our Common Stock. There will therefore be fewer ways in which you can make a gain on your investment.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

The information contained in this prospectus contains certain forward-looking statements. All statements other than statements of historical facts contained or incorporated by reference in this prospectus, including statements regarding our future financial position, business strategy and plans and objectives of management for future operations, are forward-looking statements. The words “anticipate,” “believe,” “estimate,” “will,” “may,” “future,” “plan,” “intend” and “expect” and similar expressions generally identify forward-looking statements. These forward-looking statements are not guaranteed and are subject to known and unknown risks, uncertainties and assumptions that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Although we believe that our plans, intentions and expectations reflected in the forward-looking statements are reasonable, we cannot be sure that they will be achieved. Particular uncertainties that could cause our actual results to be materially different than those expressed in our forward-looking statements include: our history of losses; our inability to receive regulatory approval for our products; later discovery of previously unknown problems; reliance on third parties; competition between us and other companies in the industry; delays in the development of products; our ability to raise additional capital; continued services of our executive management team; and statements of assumption underlying any of the foregoing, as well as other factors set forth under the caption ”Risk Factors” on page 13 of this prospectus. All subsequent written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the foregoing. Except as required by law, we undertake no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

USE OF PROCEEDS

We estimate that the net proceeds to us from our sale of _____ shares of our Common Stock in this offering will be approximately $_____ (based on an assumed initial public offering price of $_____ per share, which is the midpoint of the price range set forth on the cover page of this prospectus), after deducting the underwriting discounts and commissions and the estimated offering expenses of approximately $_____ payable by us.

The underwriters have an option to purchase up to _____ additional shares of our Common Stock at the public offering price less the underwriting discounts and commissions within 45 days after the date of this prospectus to cover-allotments, if any. Exercise by the underwriters of this option in full would result in additional net proceeds to us of approximately $_____.

We intend to use the net proceeds from this offering (including the additional net proceeds that we would receive if the underwriters exercise their option to purchase additional shares) for working capital and general corporate purposes, including potential acquisitions. While we do not have any current agreements, commitments or understandings for any specific acquisitions in connection with which we intend to use a portion of the net proceeds from this offering, we may in the future use a portion of the net proceeds from this offering for such purposes, specifically, businesses in the CBD, botanical or manufacturing category if they provide synergies and make financial sense for the growth of our business.

Each $1.00 increase (decrease) in the assumed initial public offering price of $_____ per share (which is the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the net proceeds to us from this offering by approximately $_____, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the underwriting discounts and commissions payable by us. We may also increase or decrease the number of shares we are selling in this offering. An increase (decrease) of _____ shares in the number of shares offered by us in this offering, as set forth on the cover page of this prospectus, would increase (decrease) the net proceeds to us from this offering by approximately $_____, assuming the assumed initial public offering price of $_____ per share (which is the midpoint of the price range set forth on the cover page of this prospectus) remains the same, and after deducting the underwriting discounts and commissions payable by us. The as-adjusted information discussed above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

DIVIDEND POLICY

We currently intend to retain our future earnings, if any, to finance the development and expansion of our businesses and, therefore, do not intend to pay cash dividends on our Common Stock for the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, restrictions contained in any financing instruments, and such other factors as our board of directors deems relevant in its sole discretion. Accordingly, you may need to sell your shares of our Common Stock to realize a return on your investment, and you may not be able to sell your shares at or above the price you paid for them. *See* "Risk Factors-Risks Related to this Offering and our Common Stock- We do not intend to pay dividends and there will thus be fewer ways in which you can make a gain on your investment."

CAPITALIZATION

The following table sets forth our capitalization as of December 31, 2020, on an:

- actual basis; and
- as adjusted basis to give effect to:
  - the sale and issuance by us of _____ shares of our Common Stock in this offering at an assumed initial public offering price of $_____ per share (which is the midpoint of the price range set forth on the cover page of this prospectus), after the payment of the underwriting discounts and commissions and the estimated offering expenses payable by us, and the application of the net proceeds to us from this offering as described in the section entitled "Use of Proceeds".

This table should be read in conjunction with the sections entitled "Use of Proceeds," "Summary Historical Consolidated Financial Data," and "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our historical consolidated financial statements, and the related notes thereto, included elsewhere in this prospectus.

	As of December 31, 2020	
	Actual (unaudited)	Proforma (unaudited)
Cash and cash equivalents	**$ 1,197,981**	
Total debt *	**$ 3,096,045**	
Equity:		
Common Stock	$ 11,907	$
Additional paid in capital	10,116,401	
Parent company investment		
Accumulated deficit	(7,805,537)	
Total stockholders' equity	2,322,771	
Total capitalization	**$ 5,418,816**	**$**

*

8% $1,500,000 Convertible Promissory Notes	$ 1,500,000
3.75% $150,000 Note Payable SBA loan	150,000
1% $398,945 Note Payable PPP loan	398,945
1% $297,100 Note Payable PPP loan	297,100
2% $750,000 Note Payable, related party	750,000
Total notes payable	3,096,045

Each increase (decrease) of _____ shares of Common Stock to be purchased at the assumed offering price of $_____ per share would increase or (decrease) additional paid-in capital, total shareholders' equity (deficit) and total capitalization by approximately $_____, assuming the assumed offering price remains at $_____ and after deducting estimated underwriters' discounts and commissions and estimated offering expenses payable by us.

A $1.00 increase (decrease) in the assumed public offering price of $_____ per share of Common Stock would result in an incremental increase (decrease) in each of our additional paid-in capital, total shareholders' equity (deficit) and total capitalization on a as adjusted basis by approximately $_____, assuming that the number of shares of our Common Stock sold by us as set forth on the cover page of this prospect remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

Unless we indicate otherwise, all information in this capitalization section[(1)]

- Assumes no exercise by the underwriters of the over-allotment option;
- Excludes the exercise of the Underwriters' Warrants to be issued to the representative of the underwriters in this offering;
- Excludes 119,048 increase in shares of our Common Stock for each $0.25 decrease of our offering price below $3.60 per Common Stock;
- Excludes 166,667 shares of our Common Stock reserved for the exercise of presently outstanding warrants with a weighted average price of $0.85 per share;
- Excludes 1,722,222 shares of our Common Stock reserved for the issuance upon the exercise of presently outstanding options with a weighted average exercise price of $0.85 per share; and
- Excludes 3,666,667 shares of our Common Stock reserved for future grants under our 2019 equity plan.

(1) Post-reverse stock split figures

DILUTION

Purchasers of shares of our Common Stock in this offering will experience an immediate and substantial dilution in net tangible book value per share of their shares of Common Stock from the assumed initial public offering price of $____ per share (which is the midpoint of the price range set forth on the cover page of this prospectus).

The difference between the per share initial public offering price paid by purchasers of our Common Stock in this offering and the pro forma net tangible book value per share of our Common Stock after this offering constitutes the dilution to investors in this offering. Net tangible book value per share is determined by dividing our net tangible book value, which is our total tangible assets less total liabilities, by the number of outstanding shares of our Common Stock.

As of December 31, 2020, our net tangible book value was $(1,947,363), or approximately $(0.16) per share of our Common Stock. After giving effect to (i) the sale by us of _____ shares of our Common Stock in this offering, at an assumed initial public offering price of $_____ per share (which is the midpoint of the price range set forth on the cover page of this prospectus), and (ii) the receipt by us of the net proceeds of this offering, after deduction of the underwriting discounts and commissions and the estimated offering expenses payable by us, our pro forma net tangible book value as of December 31, 2020, would have been $_____, or approximately $_____ per share of our Common Stock, representing an immediate increase in net tangible book value of approximately $_____ per share of our Common Stock to our existing stockholders, and an immediate dilution in net tangible book value of approximately $_____ per share of our Common Stock to purchasers in this offering.

The following table illustrates the dilution to purchasers in this offering on a per share basis:

Initial offering price per share		$
Net tangible book value per share as of December 31, 2020	$	
Increase in net tangible book value per share attributable to purchasers in this offering	$	
Pro forma net tangible book value per share immediately after this offering		$
Dilution in net tangible book value per share to purchasers in this offering		$

The pro forma net tangible book value per share immediately after this offering is based on the following:

Numerator (*in thousands*):	
Net tangible book value as of December 31, 2020	$
Net proceeds to us from this offering[(1)]	$
Total pro forma net tangible book value immediately after this offering	$
Denominator:	
Shares of our Common Stock outstanding immediately prior to this offering	
Shares of our Common Stock being sold by us in this offering	
Total shares of our Common Stock	

(1) Assumes no exercise by the underwriters of their option to purchase additional shares of our Common Stock.

Each $1.00 increase (decrease) in the assumed initial public offering price of $_____ per share (which is the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the pro forma net tangible book value per share immediately after this offering by $_____ per share, and the dilution in pro forma net tangible book value per share to purchasers in this offering by $_____ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the underwriting discounts and commissions payable by us.

We may also increase or decrease the number of shares we are selling in this offering. An increase (decrease) of _____ shares in the number of shares offered by us in this offering, as set forth on the cover page of this prospectus, would increase (decrease) the pro forma net tangible book value per share immediately after this offering by $_____, and the dilution in pro forma net tangible book value per share to purchasers in this offering by $_____, assuming the assumed initial public offering price of $_____ per share (which is the midpoint of the price range set forth on the cover page of this prospectus) remains the same, and after deducting the underwriting discounts and commissions payable by us.

The tables and information above assume no exercise by the underwriters of their option to purchase additional shares in this offering. If the underwriters exercise in full their option to purchase _____ additional shares of our Common Stock in this offering, the pro forma net tangible book value per share immediately after this offering would be $_____ per share, and the dilution in pro forma net tangible book value per share to purchasers in this offering would be $_____ per share, in each case assuming an assumed initial public offering price of $_____ per share (which is the midpoint of the price range set forth on the cover page of this prospectus), and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

The following table sets forth, as of December 31, 2020, on the pro forma basis as described above, the differences between the number of shares of our Common Stock purchased or to be purchased from us, the total consideration paid or to be paid to us, and the average price per share paid or to be paid to us, by existing stockholders and by purchasers in this offering, before deducting the underwriting discounts and commissions and estimated offering expenses payable by us, at an assumed initial public offering price of $ per share (which is the midpoint of the price range set forth on the cover page of this prospectus).

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

You should read the following in conjunction with the sections of this prospectus entitled "Cautionary Note Regarding Forward-Looking Statements," "Risk Factors," "Summary Historical Consolidated Financial Data," and "Description of Business," and the historical consolidated financial statements and the related notes thereto included elsewhere in this prospectus. This discussion contains forward-looking statements reflecting current expectations that involve risks and uncertainties. Actual results and the timing of events may differ materially from those contained in these forward-looking statements due to a number of factors, including those discussed in the section entitled "Risk Factors" and elsewhere in this prospectus.

Overview

The Company's consolidated financial statements are prepared in accordance with GAAP. The consolidated financial statements include the accounts of all subsidiaries in which the Company holds a controlling financial interest as of the financial statement date.

The consolidated financial statements for the year ended June 30, 2020, the year ended June 30, 2019 and the three months ended September 30, 2019 include the accounts of the Company, Trunano Labs, Inc., a Nevada corporation (for which the Company owns 79.4%), and its wholly-owned subsidiaries; Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; Havz, LLC, d/b/a Steam Wholesale, a California limited liability company, One Hit Wonder Holdings, LLC a California limited liability company, SWCH LLC a Delaware limited liability company; and Cresco Management, LLC, a California limited liability company. All intercompany accounts and transactions have been eliminated in consolidation. As of the date of this report, Trunano Labs, Inc. had no operations.

For the three and six months ended December 31, 2020 the consolidated financial statements of Grove, Inc. include the accounts of the Company and its wholly-owned subsidiaries; Trunano Labs, Inc., a Nevada corporation, Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; Havz, LLC, d/b/a Steam Wholesale, a California limited liability company, One Hit Wonder Holdings, LLC a California corporation; SWCH LLC, a Delaware limited liability company; Cresco Management LLC, a California limited liability company, and Infusionz LLC, a Colorado limited liability company. All intercompany accounts and transactions have been eliminated as a result of the consolidation. As of the date of this report, Trunano Labs, Inc. had no operations.

On May 31, 2019, the Company purchased Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; Havz, LLC, d/b/a Steam Wholesale, a California limited liability company, and One Hit Wonder Holdings, LLC, a California corporation, collectively known as "HAVZ Consolidated", out of bankruptcy. Only the one-month period of HAVZ Consolidated was included in the 2019 consolidated financial statements.

On July 1, 2020, the Company purchased Infusionz LLC, a Colorado limited liability company.

On July 1, 2020, the noncontrolling shareholders of the Company's subsidiary, Trunano Labs, Inc., converted 1,761,261 shares of Trunano Labs, Inc., stock, representing all the outstanding stock by minority interest holders, into 1,277,778 shares of the Company's Common Stock. As of July 1, 2020, Trunano Labs, Inc. is a wholly-owned subsidiary of Grove Inc.

Operating Segments

The Company's financial reporting is organized into two segments: products and trade shows for revenue and cost of revenue. The Company's internal reporting for product sales is organized into three channels of distribution: Grove, Inc. branded products, manufacturing of products to be sold under customers brands and white label products that are sold under customer brands. These product sales are aggregated and viewed by management as one reportable segment due to their similar economic characteristics, products, production, distribution processes and regulatory environment.

The Company does not allocate or track general and administrative expenses to individual reportable segments.

Key Factors Affecting Operating Results

Cyclicality and Seasonality

The business does not have seasonality, however the Company currently only has one trade show, CBD.io, which is held in November each year. Because event revenue is recognized when a particular event is held, the Company experiences fluctuations in quarterly revenue based on the completion of the trade show event. The Company held the November 2019 trade show, however, due to the COVID-19 virus, the November 2020 CBD.io trade show was canceled and our growth strategy in this area has been delayed.

Non-GAAP Measures

Reconciliation of Non-GAAP Adjusted EBITDA to GAAP Net Income (Net Loss)
Six Months Ended December 31,

	2020	2019
Net income (Net loss) GAAP	$ (706,553)	$ (3,000,034)
Interest expense, net	84,740	33,462
Depreciation and amortization	503,224	274,239
Stock compensation	227,317	186,386
Loss on sale of asset	6,292	-
Non-GAAP adjusted EBITDA	$ 115,020	$ (2,505,947)

Reconciliation of Non-GAAP Adjusted EBITDA to GAAP Net Income (Net Loss)
Year Ended June 30,

	2020	2019
Net income (Net loss) GAAP	$ (5,383,673)	$ (587,040)
Interest expense, net	138,406	(3,068)
Depreciation and amortization	611,346	67,568
Stock compensation	372,770	604,557
Impairment of lease cancellation	588,347	-
Non-GAAP adjusted EBITDA	$ (3,672,804)	$ 82,017

Use of Non-GAAP Financial Measures

The Company discloses and uses the above-mentioned non-GAAP financial measures internally as a supplement to GAAP financial information to evaluate its operating performance, for financial planning purposes, to establish operational goals, for compensation plans, to measure debt service capability, for capital expenditure planning and to determine working capital needs and believes that these are useful financial measures also used by investors. Non-GAAP adjusted EBITDA is defined as GAAP net income or net loss before interest, taxes, depreciation and amortization (EBITDA) adjusted for the non-cash stock compensation and stock option expense, acquisition, integration & restructuring expenses, charges and gains or losses from extinguishment of debt. Non-GAAP EBITDA and non-GAAP adjusted EBITDA are not terms defined by GAAP and, as a result, the Company's measure of non-GAAP EBITDA and non-GAAP adjusted EBITDA might not be comparable to similarly titled measures used by other companies. Generally, a non-GAAP financial measure is a numerical measure of a company's performance, financial position, or cash flow that either excludes or includes amounts that are not normally included in the most directly comparable measure calculated and presented in accordance with GAAP. The non-GAAP financial measures discussed above, however, should be considered in addition to, and not as a substitute for, or superior to net income or net loss as reported for GAAP on the Consolidated Statements of Income, cash and cash flows on the Consolidated Statement of Cash Flows or other measures of financial performance prepared in accordance with GAAP, and as reflected on the Company's financial statements prepared in accordance with GAAP. These non-GAAP financial measures are not a substitute for or presented in lieu of financial measures provided by GAAP and all measures and disclosures of financial information pursuant to GAAP should be read to obtain a comprehensive and thorough understanding of the Company's financial results. The reconciliations of non-GAAP EBITDA and non-GAAP adjusted EBITDA to GAAP operating income (loss) and/or GAAP net income (net loss) referred to in the highlights or elsewhere are provided in the schedules that are a part of this document.

Key Components of Results of Operations

Results of Operations

Six Months Ended December 31, 2020 Compared to Six Months Ended December 31, 2019

	December 31,		
	2020	**2019**	**Change**
Revenue	$ 7,102,336	$ 3,719,219	$ 3,383,117
Cost of revenue	3,853,467	2,674,398	1,179,069
Operating expenses	4,252,250	4,011,393	240,857
Other expenses (income)	(296,828)	33,462	(330,290)
Net loss	$ (738,709)	$ (3,000,034)	$ 2,261,325

Revenues increased by $3,383,117 or 91% compared with the same period last year. Approximately $1,868,000 was related to the acquisition of Infusionz LLC on July 1, 2020 and the remaining increase was primarily related to CBD sales in the form of gummies, which has experienced significant growth in the recent months. This was offset by $1,253,847 decrease in trade show revenue since the show has been canceled during the 2021 fiscal year due to Covid 19. Infusionz LLC has a similar CBD product line and customer base as the Grove, Inc.

Cost of revenue increased by $1,179,069 or 44% compared with the same period last year. Approximately $952,000 was related to the acquisition of Infusionz LLC on July 1, 2020 and the remaining amount was the increase in revenue.

Operating expenses increased by $240,857 compared with the same period last year. Approximately $870,500 was related to the acquisition of Infusionz LLC on July 1, 2020, which was significantly offset by the consolidation of operations, reduced administrative costs and other cost reducing strategies of management. The Company's management is continuing to control operating expenses while also implementing management growth strategies.

The Company settled a cancelled lease obligation for a gain of $387,860.

The Company incurred a net loss of $738,709 and $3,000,034 for the six months ended December 31, 2020 and 2019, respectively. The decrease in the net loss is primarily related to the increase in gross profit.

Segment Information

The Company provides the following segments: (a) product segment and (b) trade show segment.

For the six month's ended December 31, 2020:

	Product	**Trade Show**	**Total**
Revenue	$ 7,102,336	$ -	$ 7,102,336
Income from operations	$ (1,035,537)	$ -	$ (1,035,537)
Other (income) expense	$ (296,824)	$ -	$ (296,824)
Depreciation expense	$ 139,815	$ -	$ 139,815
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 34,337	$ -	$ 34,337
Total assets	$ 10,019,396	$ -	$ 10,019,396

For the six month's ended December 31, 2019:

	Product	**Trade Show**	**Total**
Revenue	$ 2,465,372	$ 1,253,847	$ 3,719,219
Income from operations	$ (3,211,396)	$ 244,824	$ (2,966,572)
Other (income) expense	$ 33,462	$ -	$ 33,462
Depreciation expense	$ 76,993	$ -	$ 76,993
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 34,337	$ -	$ 34,337
Total assets	$ 7,366,240	$ -	$ 7,366,240

Three Months Ended December 31, 2020 Compared to Three Months Ended December 31, 2019

	December 31,		
	2020	2019	Change
Revenue	$ 4,164,894	$ 2,050,056	$ 2,114,838
Cost of revenue	2,234,259	1,692,106	542,153
Operating expenses	2,173,930	2,390,543	(216,613)
Other expenses	(345,815)	34,087	(379,902)
Net income (loss)	$ 102,520	$ (2,066,680)	$ 2,169,200

Revenues increased by $2,114,838 or 103% compared with the same period last year. Approximately $930,000 was related to the acquisition of Infusionz LLC on July 1, 2020 and the remaining increase was primarily related to CBD sales in the form of gummies, which has experienced significant growth in the recent months. This was offset by $1,253,847 decrease in trade show revenue since the show has been canceled during the 2021 fiscal year due to Covid 19. Infusionz LLC has a similar CBD product line and customer base as Grove, Inc.

Cost of revenue increased by $542,153 or 32% compared with the same period last year. Approximately $491,600 was related to the revenue increase from the acquisition of Infusionz LLC on July 1, 2020, which was offset by improved profit margins from lower cost of raw materials, lower labor costs from the products sold and the decrease of $563,971 of trade show cost since the show has been canceled during the 2021 fiscal year due to Covid 19.

Operating expenses decreased by $216,613 or 9% compared with the same period last year. The acquisition of Infusionz LLC on July 1, 2020 increased the costs by $374,000, which was offset by overall decreases in operating expenses, which included a decrease of $257,500 of professional and consulting fees, $102,500 of bad debt expense, $53,000 of repairs and maintenance, the decrease of $563,971 of trade show cost since the show has been canceled during the 2021 fiscal year due to Covid 19. and other cost cutting strategies of management to control operating expenses while also implementing growth strategies.

The Company settled a cancelled lease obligation for a gain of $387,860.

The Company had net income of $70,364 and a net loss of $2,066,680 compared with the same period last year. The decrease in the net loss is primarily related to the increase in gross profit.

Segment Information

The Company provides the following segments: (a) product segment and (b) trade show segment.

For the three month's ended December 31, 2020:

	Product	Trade Show	Total
Revenue	$ 4,164,894	$ -	$ 4,164,894
Income from operations	$ (275,451)	$ -	$ (275,451)
Other (income) expense	$ (345,815)	$ -	$ (345,815)
Depreciation expense	$ 69,788	$ -	$ 69,788
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 28,883	$ -	$ 28,883
Total assets	$ 10,019,396	$ -	$ 10,019,396

For the three month's ended December 31, 2019:

	Product	Trade Show	Total
Revenue	$ 796,209	$ 1,253,847	$ 2,050,056
Income from operations	$ (2,277,417)	$ 244,824	$ (2,032,593
Other (income) expense	$ 34,087	$ -	$ 34,087
Depreciation expense	$ 61,921	$ -	$ 61,921
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 28,883	$ -	$ 28,883
Total assets	$ 7,336,240	$ -	$ 7,336,240

Consolidated pro-forma unaudited financial statements for the three months and six months 2019.

The following unaudited pro forma combined financial information is based on the historical financial statements of the Company and Infusionz, Inc, after giving effect to the Company's acquisition as if the acquisitions occurred on July 1, 2019.

The following unaudited pro forma information does not purport to present what the Company's actual results would have been had the acquisitions occurred on July 1, 2019, nor is the financial information indicative of the results of future operations. The following table represents the unaudited consolidated pro forma results of operations for the three and six month ended December 31, 2019 as if the acquisition occurred on July 1, 2019. Operating expenses have been increased for the amortization expense associated with the fair value adjustment of definite lived intangible assets of approximately $330,000 per year.

Pro Forma, Unaudited **Three months ended December 31, 2019**	**Grove Inc.**	**Infusionz LLC**	**Proforma Adjustments**	**Proforma**
Net sales	$ 2,020,056	$ 1,148,799		$ 3,168,855
Cost of sales	$ 1,692,106	$ 761,783		$ 2,453,889
Operating expenses	$ 2,390,543	$ 394,490	$ 82,500	$ 2,867,533
Net income (loss)	$ -2,066,680	$ (38,071)		$ (2,104,751)
Basic loss per common share	$ (0.20)	$ -		$ (0.20)

Pro Forma, Unaudited **Six months ended December 31, 2019**	**Grove Inc.**	**Infusionz LLC**	**Proforma Adjustments**	**Proforma**
Net sales	$ 3,719,219	$ 2,024,479		$ 5,743,698
Cost of sales	$ 2,674,398	$ 1,478,741		$ 4,153,139
Operating expenses	$ 4,011,393	$ 814,165	$ 165,000	$ 4,990,558
Net income (loss)	$ (3,000,034)	$ (269,392)		$ (3,269,426)
Basic loss per common share	$ (0.30)	$ (0.03)		$ (0.33)

The Company's consolidated financial statements for the three and six months ended December 31, 2020 include the actual results of Infusionz, Inc.

Significant customers for the three months and six months 2019.

The Company had significant customers in the three and six months ended December 31, 2020, there were no significant customers during the three and six months ended December 31, 2019. A significant customer is defined as one that makes up ten percent or more of total revenues in a particular quarter or ten percent of outstanding accounts receivable balance as of the year end.

Net revenues for the three months ended December 31, 2020 include revenues from significant customers in the product segment as follows:

	Three Months Ended December 31,	
	2020	**2019**
Customer A	12%	0%
Customer B	10%	0%

	Six Months Ended December 31,	
	2020	**2019**
Customer A	11%	0%
Customer B	7%	0%

Accounts receivable balances as of December 31, 2020 from significant customers are as follows:

	December 31, 2020
Customer A	84%
Customer B	0%

These two customers placed, and the Company fulfilled large orders during the three months ended December 31, 2020. The two customers are not under a contract and there are no contractual obligations for future purchases. The Company is not dependent on future orders from these customers.

Year Ended June 30, 2020 as compared to June 30, 2019:

The following summary of our results of operations should be read in conjunction with our consolidated financial statements for the years ended June 30, 2020 and 2019, which are included herein.

	June 30,		
	2020	2019	Change
Revenue	$ 7,412,860	$ 2,208,052	$ 5,204,808
Cost of revenue	4,842,897	1,171,855	3,671,042
Operating Expenses	7,408,293	1,625,250	5,783,043
Net loss	$ (5,384,872)	$ (587,040)	$ (4,797,832)

Revenues increased by $5,204,808 or 236% for the fiscal year ended June 30, 2020 compared with the fiscal year ended June 30, 2019. This increase in revenue is attributable to the acquisition of HAVZ Consolidated and the increased Tradeshow revenue related to the CBD.io annual trade show. This increase from Product Revenue was approximately $4,938,377 and approximately $266,431 from the increased trade show revenue. Product revenue increased approximately $746,338 from the prior year HAVZ Consolidated and Grove Inc. consolidated revenue. This was considerably lower than management expectation due to the interruptions of moving and expanding production, increase of development of products sold and decreased sales from the COVID-19 shutdown. Management expects revenue to increase in the 2021 fiscal year, however, does not expect to have revenue from the annual CBD.io trade show as it has been postponed and management is uncertain when the trade show will be scheduled.

Cost of revenue increased by $3,671,042 or 313% compared with the prior fiscal year. This increase in cost of revenue is attributable to the acquisition of HAVZ Consolidated and the increased costs related to the CBD.io annual trade show. This increase from Product Costs was $3,335,153 and from Tradeshow cost was $335,889. Product Costs for HAVZ Consolidated and Grove Inc. consolidated increased approximately $1,187,173 from the prior year. The gross margin of Product Revenue remained consistent from the prior year. The majority of the gross margin decline was related to the lower gross margin in the CBD.io Tradeshow.

Operating expenses increased by $5,783,043 or 356% compared with the prior fiscal year. The increase from the acquisition of HAVZ Consolidated was approximately $2,902,357. In addition, there were approximate increases of $583,000 of professional and consulting fees, $463,958 of payroll expenses, $353,000 of amortization of intangible assets expense, $257,000 of commission expense, $192,000 of depreciation expense, $141,000 of rent costs, $199,000 of marketing advertising expense, $73,000 bad debt expense, and approximately $1,000,000 of total other general and administrative expenses from running multiple facilities during the year ended June 30, 2020 with minimal increases to revenue. These increases were offset by reduction of expenses of approximately $162,000 of royalty expenses and $232,000 of stock-based compensation. The Company's management consolidated operations and corrected overspending on operating expenses and continues to control operating expenses while also implementing management growth strategies.

The Company incurred a net loss of $5,384,872 and $587,040 for the fiscal years ended June 30, 2020 and 2019, respectively. The decrease in the net loss is primarily related to the items noted above and an increase of $588,000 impairment of canceled lease and $141,000 of non-cash interest expense.

Segment Information

The Company provides the following segments: (a) product segment and (b) trade show segment.

For the year ended June 30, 2020:

	Product	Trade Show	Total
Revenue	$ 6,159,013	$ 1,253,847	$ 7,412,860
Loss from operations	$ (4,838,830)	$ -	$ (4,838,830)
Other expense	$ 546,542	$ -	$ 546,542
Depreciation expense	$ 217,868	$ -	$ 217,868
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 1,929,028	$ -	$ 1,929,028
Total assets	$ 6,402,205	$ -	$ 6,402,205

For the year ended June 30, 2019:

	Product	Trade Show	Total
Revenue	$ 1,428,302	$ 779,750	$ 2,208,052
(Loss) income from operations	$ (707,431)	$ 118,378	$ (589,053)
Other income	$ (2,013)	$ -	$ (2,013)
Depreciation expense	$ 3,416	$ -	$ 3,416
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 219,448	$ -	$ 219,448
Total assets	$ 7,504,042	$ -	$ 7,504,042

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.

Consolidated pro-forma unaudited financial statements.

The following unaudited pro forma combined financial information is based on the historical financial statements of the Company and Infusionz, Inc, after giving effect to the Company's acquisition as if the acquisitions occurred on July 1, 2018.

The following unaudited pro forma information does not purport to present what the Company's actual results would have been had the acquisitions occurred on July 1, 2018, nor is the financial information indicative of the results of future operations. The following table represents the unaudited consolidated pro forma results of operations for the year ended June 30, 2020 and 2019 as if the acquisition occurred on July 1, 2018. Operating expenses have been increased for the amortization expense associated with the fair value adjustment of definite lived intangible assets of approximately $333,068 per year.

Pro Forma, Unaudited Year ended June 30, 2020	**Grove Inc.**	**Infusion LLC**	**Proforma Adjustments**	**Proforma**
Net sales	$ 7,412,860	$ 3,787,495		$ 11,200,355
Cost of sales	$ 4,842,897	$ 2,837,571		$ 7,680,468
Operating expenses	$ 7,408,293	$ 1,279,668	$ 330,000	$ 9,017,961
Net income (loss)	$ (5,383,673)	$ (335,484)		$ (5,719,157)
Basic loss per common share	$ (0.53)	$ (0.03)		$ (0.60)

Pro Forma, Unaudited Year ended June 30, 2019	**Grove Inc.**	**Infusion LLC**	**Proforma Adjustments**	**Proforma**
Net sales	$ 2,208,052	$ 3,615,935		$ 5,823,987
Cost of sales	$ 1,171,855	$ 2,407,148		$ 3,579,003
Operating expenses	$ 1,625,250	$ 842,363	$ 330,000	$ 2,797,613
Net income (loss)	$ (587,040)	$ 366,424		$ (220,616)
Basic loss per common share	$ (0.08)	$ 0.02		$ (0.08)

Liquidity and Capital Resources

Working Capital

	As of December 31, 2020	As of June 30, 2020
Current assets	$ 3,498,138	$ 2,649,674
Current liabilities	$ 7,172,717	$ 3,519,434
Working capital	$ (3,674,579)	$ (869,760)

Cash Flows

	Six Months Ended December 31,	
	2020	2019
Cash flows used in operating activities	$ (669,322)	$ (3,228,587)
Cash flows provided by (used in) investing activities	241,786	(1,899,868)
Cash flows provided by financing activities	738,000	2,295,000
Net increase (decrease) in cash during period	$ 310,464	$ (2,833,455)

At December 31, 2020, the Company had cash of $1,197,981 or an increase of $310,464 from June 30, 2020. The decrease of cash used in operating activities is primarily related to the net operating loss, the decrease in accounts payable and deferred revenue and increased non-cash expenses; depreciation and amortization, and shares issued for services.

Net cash provided by (used in) investing activities for the six months ended December 31, 2020 and 2019 was $241,786 and ($1,899,868), respectively. For the period ended December 31, 2019 the use of cash was primarily due to the acquisition of equipment and for the period ended December 31, 2020 the use of cash was the $200,000 used in the acquisition of Infusionz, Inc., in addition to the Common Stock. Cash of $412,122 was provided from the acquisition of Infusionz, Inc. and the $64,000 from the sale of property and equipment.

Net cash flows provided by financing activities for the six months ended December 31, 2020 was $738,000 compared to $2,295,000 in the six months ended December 31, 2019. Proceeds from the sale of Common Stock and sale of the non-controlling interest during the six months ended December 31, 2019 for $795,000 and the increase in issuance of notes payable of $1,500,000 compared to proceeds of $738,000 from the issuance of notes payable during the six months ended December 31, 2020 were the primary reasons for the decrease.

During October of 2019, the Company entered into convertible promissory notes (Notes) for total proceeds of $1,500,000. The principal and interest of the Notes are payable in full at the maturity date of April 2021, if not previously converted. The Notes have an interest rate of 8%, total accrued interest is to be repaid at maturity, and are convertible into Common Stock if the Company enters a “Financing” arrangement which results in the Company’s Common Stock becoming listed or trading. The conversion rate would be equal to the price of the Company’s Common Stock sold in the “Financing”.

On April 28, 2020, the Company entered a Paycheck Protection Program loan for $398,945 in connection with COVID-19. The promissory note has a fixed payment schedule, commencing seven months following the funding of the note and consisting of seventeen monthly payments of principal and interest, with the principal component of each payment based upon the level of amortization of principal over a two year period from the funding date. A final payment for the unpaid principal and accrued interest will be payable no later than April 28, 2022. The note bears interest at a rate of 1.00% per annum and is deferred for the first six months of the loan. Certain portions of the loan may qualify for loan forgiveness based on the terms of the program.

On May 13, 2020, Infusionz entered a Paycheck Protection Program loan for $297,100 in connection with COVID-19. The promissory note has a fixed payment schedule, commencing seven months following the funding of the note and consisting of seventeen monthly payments of principal and interest, with the principal component of each payment based upon the level of amortization of principal over a two year period from the funding date. A final payment for the unpaid principal and accrued interest will be payable no later than May 13, 2022. The note bears interest at a rate of 1.00% per annum and is deferred for the first six months of the loan. Certain portions of the loan may qualify for loan forgiveness based on the terms of the program.

On June 3, 2020, the Company entered a loan for $150,000 with the Small Business Administration. The promissory note as a fixed payment schedule commencing on June 3, 2021, consisting of principal and interest payments of $731 monthly. The balance of the principal and interest will payable thirty years from the date of the promissory note. The note bears interest at a rate of 3.75% per annum. The loan is collateralized by any and all tangible and intangible properties of the Company.

During December 2020, the Company entered into a note agreement for total proceeds of $750,000 with the Chief Executive Officer of the Company, a related party. The principal and interest of the note is payable in full in December 2022. The note bears interest at 2% and is unsecured. The Company repaid the note in full during February 2021.

The ability to continue as a going concern is dependent upon the Company generating profitable operations in the future and/or obtaining the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. Management intends to finance operating costs over the next twelve months from the date of the issuance of these condensed consolidated financial statements with existing cash on hand and/or the private placement of common stock. There is, however, no assurance that the Company will be able to raise any additional capital through any type of offering on terms acceptable to the Company, as existing cash on hand will be insufficient to finance operations over the next twelve months. If the Company were not able to raise the necessary additional capital, the Company could be required to accept less than desirable terms for equity and debt financings, selling, leasing or monetizing assets, divestitures of investment and overall cost cutting of operational and administrative expenses, all having negative impacts to the operations.

In December 2019, a novel strain of coronavirus (COVID-19) surfaced. The spread of COVID-19 around the world in 2020 has caused significant volatility in U.S. and international markets. There is significant uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. and international economies and, as such, the Company has transition to a combination of work from home and social distancing operations and there has been minimal impact to our internal operations from the transition. The Company is unable to determine if there will be a material future impact to its customers' operations and ultimately an impact to the Company's overall revenues.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on its financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to stockholders.

Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The preparation of these consolidated financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate these estimates, including those related to bad debts, intangible assets, and litigation. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of certain assets and liabilities. Actual results may differ from these estimates under different assumptions or conditions.

We have identified below the accounting policies, related to what we believe are most critical to our business operations and are discussed throughout Management's Discussion and Analysis of Financial Condition or Plan of Operation where such policies affect our reported and expected financial results.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Significant estimates underlying the Company's reported financial position and results of operations include the allowance for doubtful accounts, useful lives of property and equipment, impairment of long lived assets, inventory valuation, fair value of stock-based compensation and valuation allowance on deferred tax assets.

Business Combinations -The Company accounts for its business combinations using the acquisition method of accounting. The cost of an acquisition is measured as the aggregate of the acquisition date fair values of the assets transferred and liabilities assumed by the Company to the sellers cash consideration and equity instruments issued. Transaction costs directly attributable to the acquisition are expensed as incurred. The excess of (i) the total costs of acquisition over (ii) the fair value of the identifiable net assets of the acquiree is recorded as identifiable intangible assets and goodwill.

Revenue Recognition - The Company has adopted the new revenue recognition guidelines in accordance with ASC 606, Revenue from Contracts with Customers (ASC 606), commencing from the period under this report. The Company analyzes its contracts to assess that they are within the scope and in accordance with ASC 606. In determining the appropriate amount of revenue to be recognized as the Company fulfills its obligations under each of its agreements, whether for goods and services or licensing, the Company performs the following steps: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations based on estimated selling prices; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation. The Company acts as a principal in its revenue transactions as the Company is the primary obligor in the transactions. Generally, the Company recognizes revenue for its products upon shipment to customers, provided no significant obligations remain and collection is probable.

The Company follows the guidance of the Accounting Standards Codification ("ASC") Topic 606, "Revenue from Contracts with Customers" which is effective as of the annual reporting period beginning after July 1, 2018 using either of two methods: (1) retrospective application of Topic 606 to each prior reporting period presented with the option to elect certain practical expedients as defined within Topic 606 or (2) retrospective application of Topic 606 with the cumulative effect of initially applying Topic 606 recognized at the date of initial application and providing certain additional disclosures as defined per Topic 606. We adopted Topic 606 pursuant to the method (2) and we determined that any cumulative effect for the initial application did not require an adjustment to retained earnings at July 1, 2018.

Product Revenue - Most of the Company's revenue contracts are from domestic sales and represent a single performance obligation related to the fulfillment of customer orders for the purchase of its products. Net sales reflect the transaction prices for these contracts based on the Company's selling list price, which is then reduced by estimated costs for trade promotional programs, consumer incentives, and allowances and discounts used to incentivize sales growth and build brand awareness.

The Company recognizes revenue at the point in time that control of the ordered product is transferred to the customer, which is upon shipment to the customer or other customer-designated delivery point. Taxes collected from customers that are remitted to governmental agencies are accounted for on a net basis and not included as revenue.

The Company does not accept sales returns from wholesale customers unless the sales return was pre-approved prior to production and shipment. E-Commerce product returns must be completed within 45 days of the date of purchase. The Company does not accrue for estimated sales returns as historical sales returns have been minimal. The Company records deferred revenues when cash payments are received or due in advance of performance, including amounts which are refundable. Substantially all the deferred revenue as of June 30, 2019 was recognized as revenue in the year ended June 30, 2020.

Shipping and handling fees billed to customers are included in revenue. Shipping and handling fees associated with freight are generally included in cost of revenue.

Trade Show Revenue - A significant portion of the Company's annual revenue is generated from the production of a single trade show. The revenue includes booth space sales, registration fees and sponsorship fees. The Company recognizes revenue upon completion of the CBD.IO trade show. Amounts invoiced prior to the completion of the trade show are recorded as deferred revenue in the consolidated Balance Sheets until the completion of the event. As of June 30, 2020, and 2019, the Company had no deferred revenue related to trade show business.

Impairment of Long-lived Assets - Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the book value of the asset may not be recoverable. The Company periodically evaluates whether events and circumstances have occurred that indicate possible impairment. When impairment indicators exist, the Company estimates the future undiscounted net cash flows of the related asset or asset group over the remaining life in measuring whether or not the asset values are recoverable. The Company did not recognize impairment on its long-lived assets during the years ended June 30, 2020 or 2019.

Stock Based Compensation - The Company recognizes all share-based payments to employees, including grants of employee stock options, as compensation expense in the financial statements based on their fair values. That expense will be recognized over the period during which an employee is required to provide services in exchange for the award, known as the requisite service period (usually the vesting period) or immediately if the share-based payments vest immediately.

Inventory - The Company reviews the inventory level of all products and raw materials quarterly. For most products that have been in the market for one year or greater, we consider inventory levels of greater than one year's sales to be excess or other items that show slower than projected sales. Due to limited market penetration for our products, we have decided to provide a 50% allowance against certain raw materials and finished products. Products that are no longer part of the current product offering are considered obsolete. The potential for re-sale of slow-moving and obsolete inventories is based upon our assumptions about future demand and market conditions. The recorded cost of obsolete inventories is then reduced to zero and the slow-moving and obsolete inventory is written off and are recorded as charges to cost of goods sold. All adjustments for obsolete inventory establish a new cost basis for that inventory as we believe such reductions are permanent declines in the market price of our products. Generally, obsolete inventory is sold to companies that specialize in the liquidation, while we continue to market slow-moving inventories until they are sold or become obsolete. As obsolete or slow-moving inventory is sold or disposed of, we write it off.

DESCRIPTION OF BUSINESS

Our Company

We are in the business of developing, producing, marketing and selling raw materials, white label products and end consumer products containing the industrial hemp plant extract, Cannabidiol ("CBD"). We sell to numerous consumer markets including the botanical, beauty care, pet care and functional food sectors. We seek to take advantage of an emerging worldwide trend to re-energize the production of industrial hemp and to foster its many uses for consumers. The development of products in this highly regulated industry carries significant risks and uncertainties that are beyond our control. As a result, we cannot assure that we will successfully market and sell our products or, if we are able to do so, that we can achieve sales volume levels that will allow us to cover our fixed costs.

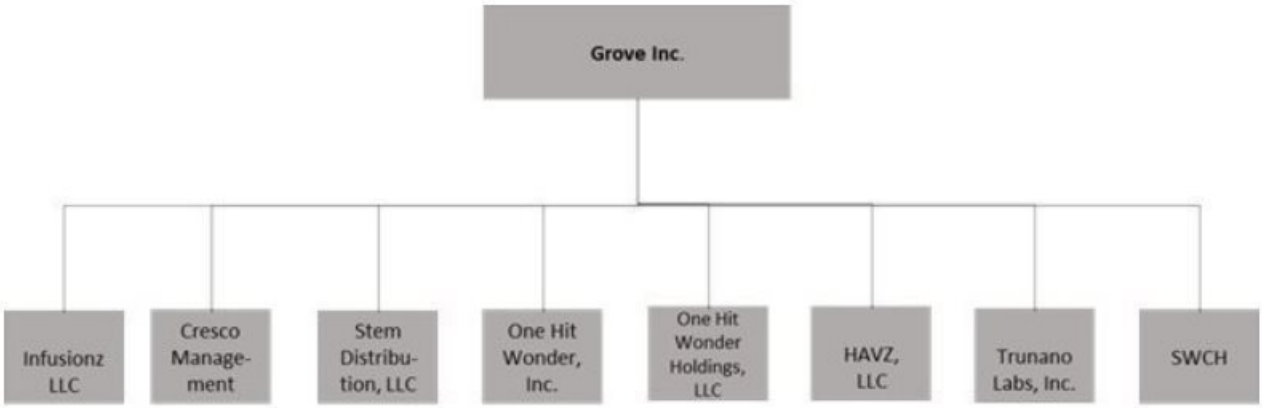
The Company primarily conducts its business operations through its wholly-owned subsidiaries: Steam Distribution, LLC, a California limited liability company ("Steam Distribution"), One Hit Wonder, Inc., a California corporation ("One Hit Wonder"), Havz, LLC, d/b/a Steam Wholesale, a California limited liability company ("Steam Wholesale"), and One Hit Wonder Holdings, LLC, a California limited liability company ("OHWH", and collectively known with Steam Distribution, One Hit Wonder, and Steam Wholesale as "HAVZ Consolidated"); SWCH LLC, a Delaware limited liability company ("SWCH"); Trunano Labs, Inc., a Nevada corporation ("Trunano"); Infusionz LLC, a Colorado limited liability company ("Infusionz"); and Cresco Management, LLC, a California limited liability company ("Cresco").

Historically cultivated for industrial and practical purposes, hemp is used today for textiles, paper, auto parts, biofuel, cosmetics, animal feed, supplements and much more - an impressive scope for such a historically misunderstood and restricted commodity. The market for hemp-derived products is expected to increase exponentially over the next five years[2], and we believe Grove is well positioned to take advantage of this growth in the hemp industry.

In the U.S., hemp products are generally regulated by the Agriculture Improvement Act of 2018 (United States) (the "Farm Bill"). Consequently, the Company processes, develops, manufactures, and sells its products pursuant to the Farm Bill. CBD products produced and sold by Grove Inc. constitute hemp under the Farm Bill. The Farm Bill explicitly preserves the authority of the Food and Drug Administration (the "FDA") to regulate products containing cannabis or cannabis-derived compounds under the Federal Food, Drug, and Cosmetic Act (the "FDCA") and Section 351 of the Public Health Service Act. The FDA has issued guidance titled "FDA Regulation of Cannabis and Cannabis-Derived Products, Including Cannabidiol (CBD)" pursuant to which the FDA has taken the position that CBD is prohibited from use as an ingredient in a food or beverage or as a dietary ingredient in or as a dietary supplement based on several provisions of the FDCA. In the definition of "dietary supplement" found in the FDCA at 21 USC 321(ff), an article authorized for investigation as a new drug, antibiotic, or biological for which substantial clinical investigations have been instituted and for which the existence of such investigations has been made public, is excluded from the definition of dietary supplement. A similar provision in the FDCA at 21 USC 331(ll) makes it a prohibited act to introduce or deliver into commerce any food with a substance that was investigated as a new drug prior to being included in a food. There are no similar exclusions for the use of CBD in non-drug topical products, as long as such products otherwise comply with applicable laws. The FDA created a task force to address the further regulation of CBD and other cannabis-derived products and is currently evaluating the applicable science and pathways for regulating CBD and other cannabis-derived ingredients. Additionally, various states have enacted state-specific laws pertaining to the handling, manufacturing, labeling, and sale of CBD and other hemp products. Compliance with state-specific laws and regulations could impact our operations in those specific states.

In addition, through one of our wholly owned subsidiaries, we produce primarily business-to-business CBD related trade shows in the United States and were looking to expand prior to the COVID-19 pandemic. The trade shows have been profitable and allow Grove to market its own CBD products and services while also increasing the awareness of the expanding CBD market to the public.

The following is the ownership structure chart of the Company and its wholly owned subsidiaries:



Grove is committed to providing high quality hemp products and services at competitive prices in retail, white label, private label and custom formulation programs. Our white label manufacturing is the partner of choice for many of the industry's brands and the list brands and products we service continues to expand. We have also set out to develop a world-class portfolio of our own proprietary brands that we believe will, over time, deliver higher margins and create long-term value.

We operate manufacturing and distribution centers in Las Vegas, Nevada and Denver, Colorado and expect to expand into the eastern US with a new sale and distribution center in Florida scheduled to be opened in late 2021. While we currently do not export directly to Europe, in the prior 12 months, we sold flavoring products (which do not include hemp or CBD) to one customer that in turn exported such product to several European countries. We continue to search for a quality distribution partner familiar with European regulations and distribution processes.

Our History

Grove, Inc. was incorporated in the State of Nevada on September 5, 2018 and has seven wholly-owned subsidiaries: Trunano, Cresco, Steam Distribution, LLC, One Hit Wonder, Inc., Havz, LLC, d/b/a Steam Wholesale, One Hit Wonder Holdings, LLC, SWCH, and Infusionz.

The Company formed Trunano on May 6, 2019 subsequently selling shares in the company to minority interest investors. On July 1, 2020, the noncontrolling shareholders of Trunano converted 1,761,261 shares of common stock of Trunano, representing all the outstanding stock by minority interest holders, into 1,277,778 shares of Common Stock of the Company, resulting in Trunano becoming a wholly owned subsidiary of the Company.

The acquisition of the shares was completed to eliminate the minority interest in Trunano enabling Grove, Inc. management to eliminate any conflicts or related party transactions in future operations. Trunano has no material operations.

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[2]Financialnewsmedia.com News Commentary, https://www.prnewswire.com/news-releases/us-cbd-market-projected-to-grow-at-107-annual-average-cagr-through-2023-300893763.html, and Hemp Industry Daily, https://hempindustrydaily.com/exclusive-cbd-demand-could-drive-2020-sales-of-2-billion-with-threefold-growth-projected-by-2025/amp/.

On January 1, 2019, all the outstanding membership interests of Cresco were contributed to the Company in exchange for 1,666,667 shares of the Company's Common Stock. All operations of Cresco were to support the operations of HAVZ Consolidated.

On January 1, 2019, all the outstanding membership interests of SWCH were contributed to the Company in exchange for 944,445 shares of the Company's common stock. SWCH produced the annual CBD.io tradeshow, a key marketing and brand awareness tool for the Company.

On May 31, 2019, the Company purchased all of the outstanding equity interests of HAVZ Consolidated in a Section 363 Sale from the creditors of HAVZ Consolidated following the filing by HAVZ Consolidated of voluntary petitions for relief in December 2018 under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Nevada. The Company acquired the entities of HAVZ Consolidated for its manufacturing capabilities, product formulas, customer base and brand recognition.

On July 1, 2020, the Company entered into an Agreement and Plan of Merger with Infusionz. Pursuant to the terms of the agreement, on July 1, 2020, the Company acquired 100% of the outstanding membership interests of Infusionz. The Company acquired Infusionz for its customer base, brand recognition and expansion of CBD product offerings.

Our Products

Grove, Inc. is focused on the manufacturing of CBD products through custom manufacturing, wholesale distribution and retail sales. Our primary products are Gummies, Tinctures, Topical Cosmetics and Flower, with a variety of formulas of cannabinoids and other additives. The following products are Grove, Inc. brands that are sold commercially through wholesale or retail sales channels. Our products use Full-spectrum CBD, Broad-spectrum and CBD isolate.

CBD Tincture (full spectrum)
GRN CBD Oil Tinctures are filled with USA grown hemp extract. We contract with farms that only produce 100% vegan, pesticide-free, federally legal hemp. Our mixologist then combines our pure CBD oil with MCT oil and other 100% natural ingredients and flavorings to deliver GRN CBD Oils. GRN Full spectrum tinctures include legal levels of trace amounts of THC (<0.3%).

CBD Tincture (broad spectrum)
GRN CBD Oil Tinctures are filled with USA grown hemp extract. We contract with farms that only produce 100% vegan, pesticide-free, federally legal hemp. Our mixologist then combines our pure CBD oil with MCT oil and other 100% natural ingredients and flavorings to deliver GRN CBD Oils. GRN broad spectrum tinctures contain zero THC while the full spectrum tinctures will include legal levels of trace amounts of THC (<0.3%).

CBD Oral Strips TruNano Labs, Inc. 15mg CBD Sublingual Breath Strips

CBD Gummies GRN CBD Gummies made from USA grown hemp and contain less than 0.3% THC. ach gummy contains 10mg Full Spectrum CBD in assorted tropical fruit flavors.

CBD Lotion Broad Spectrum Hemp Infused Lotion

CBD Bath Bombs GRN Broad Spectrum CBD Bath Bombs. Each 6 oz. bath bomb contains 35mg of our hemp extract with your choice of three invigorating aromas: Cedarwood & Tangerine, Lavender & Grapefruit, Eucalyptus & Lemongrass.

CBD Pre-Rolls

CBD Flower

CBN Capsules CBN Capsules Ingredients: Organic Coconut Flour, Hypromellose (vegetable capsule), Purified Water, Naturally Occurring Hemp CBN, NANO Water Soluble CBD Powder (maltodextrin, MCT, naturally occurring cannabinoids, natural flavors)

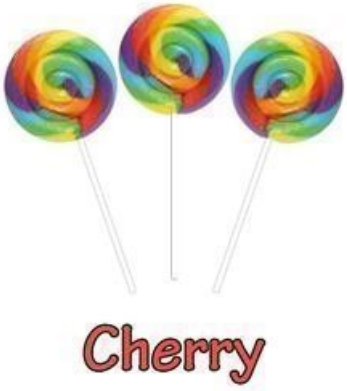
CBN Fruit Snacks CBN Fruit Snacks Ingredients: Tapioca Syrup, Organic Cane Sugar, Pear Juice, Pectin, Citric Acid, Sodium Citrate, Malic Acid, Natural Flavors, Natural Colors (black carrot, turmeric), Naturally Occurring Hemp CBN, NANO Water Soluble CBD Powder (maltodextrin, MCT, naturally occurring cannabinoids, natural flavors)

CBG Oil Tinctures CBG Oil Tincture Ingredients: Medium Chain Triglyceride (MCT) Oil (high grade coconut oil), Naturally Occurring CBG, Naturally Occurring CBD

CBD Tonic
Ingredients: Water, Cane Sugar, Dried Elderberries, Cinnamon, Naturally Occurring Cannabinoids Water-soluble Powder (Maltodextrin, MCT, Broad Spectrum CBD Naturally Occurring Cannabinoids, Natural Flavors)

CBD Coffee
Ultra premium coffee blend is a medium-bodied coffee with consistent flavor notes of vanilla, caramel, and natural sweetness. Our water soluble CBD coffee consists of 100% Arabica coffee beans grown high in the Colombian mountains.

CBD Drink Mixes Ingredients:
Sugar, Dextrose, Citric Acid, Salt, Sodium Citrate, Monopotassium Phosphate, Calcium Silicate, Modified Food Starch, Natural & Artificial Flavor, Yellow5, Hemp CBD Water Soluble Powder (Maltodextrin, MCT, Naturally Occurring Cannabinoids, Natural Flavors)



CBD Lollipops Ingredients: Sugar, Glucose Syrup, Water, Citric Acid, Artificial Flavors (Cherry), Artificial Colors (FD&C Red 40), Titanium Dioxide, Naturally Occurring Cannabinoid Oil

CBD Chocolate Ingredients: Sugar, Partially Hydrogenated Palm Kernel & Cottonseed Oils, Nonfat Dry Milk, Cocoa (processed with alkali), Cocoa, Glyceryl Lacto Esters of Fatty Acids, Soy Lecithin (emulsifier), Salt, Naturally Occurring Broad Spectrum Cannabinoids CONTAINS: Milk & Soy (Packaged in the same facility as peanuts, tree nuts & wheat)

CBD Caramel Waffle Cookies
Ingredients: Syrup, (glucose-fructose syrup, sugar syrup) Wheat Flour, Butter (milk), Sugar, Vegetable Oil (palm, rapeseed), Soya Flour, Salt Emulsifier (soya lecithin), Raising Agent (E500), Cinnamon, Natural Bourbon Vanilla, Acidulant (citric acid), Naturally Occurring Cannabinoid Oil

CBD Honey
Ingredients: Organic Honey, Full Spectrum Cannabinoid Oil

CBD Muscle Freeze Aloe Gel Ingredients: Menthol USP Natural, Naturally Occurring Cannabinoid Oil, Aloe Vera Extract, Armica Montana Extract, Carbomer, FD&C Yellow 10, Ilex Paraguanensis Leaf Extract, Isopropyl Alcohol Methylparaben, Tea Tree Oil, Tocopheryl Acetate (Vitamin E), Triethanolamine, Water

CBD Massage Oil Ingredients: Purified Water, Isopropyl Palmitate, Propylene Glycol, Glyceryl Sterate, Isononyl Isonanoate, Glycerin, Lanolin Oil, Myristyl Myristate, Steraric Acid, Carbmer, Methylparaben, Diazolidinyl Urea, Iodopropynyl Butylcarbamate, Disodium EDTA, Allation, Triethanolamine, Sorbitan Sterate, Polysorbate, Dimethicone, Propylparaben, BHA Tenox, Aloe Vera Gel, Vitamin A, Vitamin D, Tocopheryl Acetate, Naturally Occurring Cannabinoid Oil

CBD Pet Oil

CBD Dog Treats
Ingredients: Yellow Peas, Dried Bacon Fat, Dried Potatoes, Dried Sweet Potatoes, Canola Oil (Preserved with mixed Tocopherols), Cane Molasses, Organic Carrots, Organic Apples, Cranberries, Blueberries, Rosemary Extract, Naturally Occurring Cannabinoid Oil

CBD Concentrates

CBD E-Liquid Ingredients: Food grade PG, Naturally Occurring Full Spectrum Cannabinoids Naturally Derived Plant Steam Distilled Terpenes

Market Opportunity

The industrial hemp market is projected to grow at a CAGR of 34% from USD 4.6 billion in 2019 to USD 26.6 billion by 2025. The growth of this market is attributed to the increased consumption of hemp-based products. However, the complex regulatory structure for the usage of industrial hemp in different countries is expected to hinder the market growth of industrial hemp.

The market, customers and distribution methods for hemp-based products are large and diverse. These markets range from hemp-based consumables, cosmetics, bio plastics and textiles, to list a few. This is an ever-evolving distribution system that today includes early adopter retailers and ecommerce entities, and product development companies that use our manufacturing capabilities to produce their internally developed consumer products for distribution. In addition, many of our customers use our propriety products and sell them under their own labels.

There are only a few outlets, approximately 60, in mainstream commercial and retail stores that currently stock and sell our products, with the most significant concentration in Arkansas, Tennessee and Texas. However, we believe that as awareness continues to grow for hemp-based products, such as CBD and other products derived from hemp, the market has and will continue to grow over the next several years.

Our target customers are first and foremost end consumers via internet sales, direct-to-consumer retail stores, cooperatives, affiliate sales and master distributors. Secondarily, we are targeting developers of products that we can easily produce with our manufacturing capabilities, national and regional broker networks and major distribution companies who have preexisting relationships with major retail chain stores. As we continue to develop our business, these markets may change, be re-prioritized or eliminated as management responds to consumer and regulatory developments.

Our Competitive Strengths

We attribute our success to the following Growth in CBD Manufacturing.

Growing Participant in CBD Product Manufacturing. We are a growing North American distributor and manufacturer of premium CBD products for many of the largest CBD distributors and brands. We manufacture most of our products in our Henderson Nevada leased facility. We believe that loyalty to our brands continues to strengthen as we continue to expand our capabilities and product offering to existing and new customers.

Market Knowledge and Understanding. Due to our experience and our research and development of quality CBD products as well as expansion into new and varied formulations and product categories, we believe our long-term industry relationships will continue to expand**.** We continue to have a keen understanding of customer needs and desires in both our B2B and B2C customer categories. Custom formulations and a continued commitment to new and improved products at the best possible price has created strong customer demand and a robust pipeline.

Comprehensive Product Offering. We believe we offer a comprehensive portfolio of CBD products and maintain over 1,000 SKUs for our customers to choose from. This broad product offering creates a “one-stop” shop for our customers and positively distinguishes us from our competitors. In addition, we are cultivating a portfolio of well-known brands and premium products.

Trade Show Market. Our market position in the CBD industry trade show continues to drive sales and market exposure. Although COVID-19 led to cancelation of our November 2020 show, we believe that the latest break-throughs with the vaccine and additional precautionary measures will enable us to conduct our next show in the late 2021 expected to take pace in Las Vegas. The brand loyalty and the exposure our show customers receive with premium booth placements has driven a large demand and we anticipate continuing the growth of the tradeshow business in fiscal year 2022.

Professionalism and Entrepreneurial Culture. Our professionalism and entrepreneurial culture foster highly-dedicated employees who provide our customers with unsurpassed services. We continue to invest in our talent by providing every sales representative with an extensive and ongoing education and have successfully developed programs that provide comprehensive product knowledge and the tools needed to have a unique understanding of our customers' personalities and decision-making processes.

Relationships and Superior Service first. We aim to be the premier partner for our customers and suppliers.

- *Customers*. We strive to offer unsurpassed services and solutions to our customers and also provide comprehensive product offering, proprietary industry formulations and development. We deliver products to our customers in a precise, safe and timely manner with complementary support from our dedicated sales and service teams.

- *Suppliers.* Our industry knowledge, market reach and resources allow us to establish trusted professional relationships with many of our product suppliers. Our expanding product lines continue to drive demand for our raw materials, the continuing increases have allowed us to negotiate what we believe to be the best possible pricing for our customers, while maintaining a quality growing relationship with the suppliers.

Experienced and Proven Management Team Driving Growth through Organic and Accretive Acquisition Opportunities. We believe our management team has extensive experience in the industry. Our senior management team brings experience in accounting, mergers and acquisitions, financial services, consumer packaged goods, retail operations and third-party logistics.

Our Growth Strategy

Our growth will continue to be focused on the vertical integration and growth of all segments of the CBD space:

Dependable White/Private Label Manufacturing Service. Our experience and dedicated team continue to refine and expand our white label services and has become a the manufacturer to many regional and nationwide brands. Our operations in this segment have doubled over 2020, which we attribute to our commitment to high quality and on time manufacturing services.

CBD Product Research and Development. Our team provides custom products and proprietary formulations for some of the most popular industry items. We also continue to expand product offerings with the development and launch of new items on a regular basis. Custom formulations for outside brands build long term commitments from our customers.

Direct-to-Consumer Expansion. Our direct-to-consumer business is expected to be our growth driver for the next several years. The lower cost of our in-house research, development and manufacturing give us a measurable cost and production advantage, which we believe to be the key to our future success, as margins in the industry compress and are expected to continue to compress over the next several years.

CBD.io Market Place and Trade Show. Our launch of the CBD.io market platform in 2021 is expected to be a driver for growth into 2022 and a driver of retention for the brands that manufacture for us and list acceptable products on the platform. This high margin business should be a driver for future growth in all segments of the business.

Our market position in the CBD industry trade show continues to drive sales and market exposure. Although COVID-19 led to cancelation of our November 2020 show, we believe that the latest break-throughs with the vaccine and additional safety measures will enable us to conduct our next show in late 2021 expected to take pace in Las Vegas. The brand loyalty and the exposure our show customers receive with premium booth placements has driven a large demand and we anticipate expansion of shows and venues in fiscal year 2022.

Core Brand Distribution. The nationwide rollout of our in-house brands will be another substantial driver of growth for the foreseeable future, we began expansion of our sales and marketing teams into the beginning of 2021 and will look to add talented people in all segments of the business to push current and future growth opportunities.

Acquisition Strategy. We have completed two acquisitions with the consolidation and synergies are almost completed and expected to be completed prior to June 30, 2021. We will continue to search for target acquisitions that meet our acquisition criteria and are accretive to our business. Our platform was built from the ground up to promote acquisitions expansion as a driver of substantial growth as the industry matures and margins compress. Our relationships and partners in the trade show and manufacturing business will be a key source for possible candidates. Our criteria will be stringent and we will look at any and all opportunities that allow us to use our low cost manufacturing to drive higher margins in acquisition candidates. Small regional brands with distribution would benefit greatly in both low-cost manufacturing and quality research and development of new and current product offerings available from our inhouse brands and products. As margins compress in the industry, the low-cost manufacturing capabilities will be a key component to higher profits leading to consolidation which we intend to capitalize on in the coming years.

Competition

There is vigorous competition within each market where our CBD products are sold. Brand recognition, quality, performance, availability, and price are some of the factors that impact consumers' choices among competing products and brands. Advertising, promotion, merchandising and the pace and timing of new product introductions also have a significant impact on consumers' buying decisions. We compete against several national and international companies, most of which have substantially greater resources than we do. Our principal competitors consist of large, well-known, multinational manufacturers and marketers of CBD products, most of which market and sell their products under multiple brand names. They include, among others, 3CHI, Spring Creek Labs, Kazmira LLC, Global Cannabinoids, Triangle Trading Company, Harbor City Hemp and many others. We also face competition from several independent brands, as well as some retailers that have developed their own CBD brands. Certain of our competitors also have ownership interests in retailers that are customers of ours. While we expect we will seek to address the aspirations of our customers at attainable price points which we believe may give us a competitive advantage, there are no assurances we will ever be able to effectively compete within this sector.

Government Regulation

We are subject to laws and regulations affecting our operations in a number of areas. These laws and regulations affect the Company's activities in areas, including, but not limited to, the hemp business in the United States, the consumer products and nutritional supplement markets in the United States, consumer protection, labor, intellectual property ownership and infringement, import and export requirements, federal and state healthcare, environmental and safety. The successful execution of our business objectives will be contingent upon our compliance with all applicable laws and regulations and obtaining all necessary regulatory approvals, permits and registrations, which may be onerous and expensive. Any such costs, which may rise in the future as a result of changes in such applicable laws and regulations and the expansion of the Company's business, could make our products and services less attractive to our customers, delay the introduction of new products, and require the Company to implement policies and procedures designed to ensure compliance with applicable laws and regulations.

We operate our business in markets that are both highly regulated and rapidly evolving. We are subject to numerous federal and state laws and regulations affecting the manufacturing, packaging, labeling and sale of food, beverages, dietary supplements, and personal care products/cosmetics, as well as the use of hemp and hemp-derived ingredients like CBD in such products. While there are no specific laws or regulations enforced by the FDA pertaining to the use of hemp and hemp-derived ingredients in FDA-regulated products, the FDA has issued guidance on the subject and issued letters to companies regarding claims made for products and the use of such ingredients in various products. The FDA also initiated a task force to evaluate pathways for further regulation of hemp and hemp-derived ingredients. At various times, bills pertaining to the regulation of hemp and hemp-derived ingredients have been introduced in both the U.S. Senate and the U.S. House of Representatives, and additional proposed legislation is expected to be introduced in 2020. Future legislation approved by Congress and signed by the President, or rulemaking promulgated by the FDA, could either positively or adversely impact the future sale of products by the Company.

We are currently not subject to any foreign regulations as we do not currently export any products, including hemp or CBD related products outside the U.S. Additionally, we are not aware of any foreign regulations that we have to comply with in regard to the sale of our flavoring products to customers in the U.S. who may in turn export such products to Europe. The responsibility for compliance with any European regulations would be on such customers.

Additionally, numerous states have passed forms of hemp legislation governing the cultivation of hemp, as well as the further processing and sale of hemp and products with hemp or hemp-derived ingredients. Those states that have not yet enacted laws or issued regulations pertaining to hemp and hemp-derived ingredients may do so in the near future. Until such time as formal federal laws are enacted or regulations are promulgated, we are subject to the laws and regulations in each jurisdiction where we sell products. Changes in the state laws and regulations could again either positively or adversely affect our ability to sell products in those states.

Employees

The Company has 90 full-time employees working out of its headquarters in Henderson, Las Vegas, its Denver Colorado manufacturing facility or individuals' home-based offices.

Properties

Our executive office and main manufacturing warehouse are located at 1710 Whitney Mesa Drive, Henderson, NV 89014 under a one-year lease. The Company has a second manufacturing facility at 4986 Morrison Rd Denver, CO 80219 under a one-year lease.

Legal Proceedings

There is no material litigation, arbitration or governmental proceeding currently pending against us or any members of our management team in their capacity as such.

Intellectual Property

We do not currently have any patents or copyrights. We currently own sixteen (16) U.S. trademark registrations for the following marks: ARMY MAN, ISLAND MAN, MADE MAN, MAGIC MAN, MUFFIN MAN, MY MAN, ONE HIT WONDER, ONE HIT WONDER E-LIQUID, POLICE MAN, ROCKET MAN, TRUNIC, WONDER-WIRE, and SACRED. We also use the following unregistered trademarks (for which we rely on common law trademark protection): ONE HIT WONDER CANNOLI SERIES, ONE HIT WONDER POPSICLE SERIES, and ONE HOT WONDER ELIQUID.

We rely on a combination of trade secret, including federal, state and common law rights in the United States, nondisclosure agreements, and other measures to protect our intellectual property. We require our employees, consultants, and advisors to execute confidentiality agreements and to agree to disclose and assign to us all inventions conceived under their respective employment, consultant, or advisor agreement, using our property, or which relate to our business. Despite any measures taken to protect our intellectual property, unauthorized parties may attempt to copy aspects of our products or to obtain and use information that we regard as proprietary. Our business is affected by our ability to protect against misappropriation and infringement of our intellectual property, including our trademarks, service marks, patents, domain names, copyrights and other proprietary rights.

MANAGEMENT

All directors of our company hold office until the next annual meeting of the security holders or until their successors have been elected and qualified. The officers of our company are appointed by our board of directors and hold office until their death, resignation or removal from office. Our directors and executive officers, their ages, positions held, and duration as such, are as follows:

Name	Position Held with the Company	Age	Date First Elected or Appointed
Allan Marshall	Chief Executive Officer, Chairman of the Board	54	May 17, 2019
Robert Hackett	President	37	August 5, 2018
Andrew Norstrud	Chief Financial Officer, Director	47	April 1, 2020
Gene Salkind	Director	67	January 1, 2021
Thomas C. Williams	Director	61	January 1, 2021
Lawrence H Dugan	Director	54	January 1, 2021

Business Experience

The following is a brief account of the education and business experience during at least the past five years of each director, executive officer and key employee of our company, indicating the person's principal occupation during that period, and the name and principal business of the organization in which such occupation and employment were carried out.

Allan Marshall, 53, Chief Executive Officer, Director. Mr. Marshall was retired prior to joining the Company working as a serial entrepreneur with a focus on development stage companies in hyper growth industries, with the past several years focusing on the technology and cannabis industries. Mr. Marshall is often the driving force behind the organization for its initial growth and funding strategies. Mr. Marshall began his career in the transportation and logistics industry. Mr. Marshall founded Segmentz, Inc. in November of 2000 and served as the Chief Executive Officer, successfully acquiring five distinct logistic companies, raised more than $25,000,000 of capital, creating the infrastructure and business foundation that is now XPO Logistics, Inc. (XPO NYSE) with revenues in excess of $17 billion. Prior to Segmentz, Mr. Marshall founded U.S. Transportation Services, Inc. ("UST") in 1995, whose main focus was third party logistics. UST was sold to Professional Transportation Group, Inc. in January 2000 and Professional Transportation Group ceased business in November 2000. Prior to 1995, Mr. Marshall served as Vice President of U.S. Traffic Ltd, a Canadian company, where he founded their United States logistics division and had previously founded a successful driver leasing company in Toronto, Ontario, Canada.

Robert Hackett, 37, President. Mr. Hackett has been actively building consumer lifestyle businesses for 15 years. In 2004, he opened a hookah lounge in Whittier, California. Prior to joining as an executive of the Company, Mr. Hackett worked for Havz LLC, a Company acquired by the Company in 2019. By 2010 he had opened three lounges and had started a distribution business for related products to other lounges and retailers throughout California. In 2011, his firm entered into an exclusive contract to distribute a tobacco-free hookah alternative invented in Germany, called Shiazo. He retained full rights to North America. Over the next few years, as the retail footprint of customers purchasing the Shiazo product increased, Robb's Company added products to its distribution portfolio which could be sold into the expanding customer base. In 2014, Robb's Company started formulating and manufacturing its own vape liquid line, "One Hit Wonder", which over the next two years, became a globally recognized vape eliquid brand. Over the next few years, Robb led the development of several additional brands and more than 100 SKU's, including the launch of cannabidiol (hemp derived CBD) products. Robb recognized the need for a more efficient sourcing and distribution model, and the potential of building one online. He hired a team of programmers and developers and built a dropship platform that would enable vendors and buyers to seamlessly transact. CBD.io was created as a singular destination for vendors operating in the burgeoning CBD market to source, private-label, wholesale and retail. The platform design is a response to solving the issues of inefficiency and cost that he had experienced in the vape and CBD supply chain over the past several years.

Andrew J. Norstrud, 47, Chief Financial Officer, Director. Mr. Norstrud joined Grove, Inc. in July of 2019 as a consultant and became the Chief Financial Officer in April of 2020 and a Director as of January, 2020. Mr. Norstrud is also the Chief Financial Officer and Director of nDivsion Inc. since January of 2019 and working with nDivsion Inc. since March of 2018. Prior to joining Grove, Inc., Mr. Norstrud served as the Chief Financial Officer for Gee Group Inc. from April 1, 2015 until June 15, 2018. Mr. Norstrud joined the Company in March 2013 as CFO and served as CEO and CFO from March 7, 2014 until April 1, 2015. Mr. Norstrud served as a director of GEE Group Inc. from March 7, 2014 until August 16, 2017. Prior to GEE Group Inc., Mr. Norstrud was a consultant with Norco Accounting and Consulting from October 2011 until March 2013. From October 2005 to October 2011, Mr. Norstrud served as the Chief Financial Officer for Jagged Peak. Prior to his role at Jagged Peak, Mr. Norstrud was the Chief Financial Officer of Segmentz, Inc. (XPO Logistics), and played an instrumental role in the company achieving its strategic goals by pursuing and attaining growth initiatives, building a financial team, completing and integrating strategic acquisitions and implementing the structure required of public companies. Previously, Mr. Norstrud worked for Grant Thornton LLP and PricewaterhouseCoopers LLP and has extensive experience with young, rapid growth public companies. Mr. Norstrud earned a BA in Business and Accounting from Western State College and a Master of Accounting with a systems emphasis from the University of Florida. Mr. Norstrud is a Florida licensed Certified Public Accountant.

Gene Salkind, 67, Director. Gene Salkind, M.D. has been a practicing neurosurgeon for greater than 35 years outside of Philadelphia, PA. He graduated from the University of Pennsylvania in 1974 with a B.A., Cum Laude, and received his medical degree from the Lewis Katz School of Medicine in 1979. He returned to the University of Pennsylvania for his neurosurgical residency and in 1985 was selected as the Chief Resident in Neurosurgery at the Hospital of the University of Pennsylvania. Since that time, he has been in a University affiliated practice of general neurological surgery. He is currently the Chief of Neurosurgery at Holy Redeemer Hospital and has also been the Chief of Neurosurgery at Albert Einstein Medical Center and Jeanes Hospital in Philadelphia. He has authored numerous peer reviewed journal articles and has given lectures throughout the country on various neurosurgical topics. He has held professorships at the University of Pennsylvania, the Allegheny Health Education and Research Foundation, and currently at the Lewis Katz School of Medicine.

Dr. Salkind is a prominent investor in the pharmaceutical arena. Past investments include Intuitive Surgical, Pharmacyclics, which grew from less than $1 per share to subsequently being acquired by Abbvie for $250 per share, and Centocor, one of the nation’s largest biotechnology companies, which was acquired by Johnson & Johnson for $4.9 billion in stock. Dr. Salkind currently sits on the boards of Cure Pharmaceuticals, a leader in the biotechnology field through its continual pursuit of redefining traditional drug delivery, and Mobiquity Technologies, Inc., a digital engagement provider. The company owns and operates a national location based mobile advertising network. The company’s suite of technologies allows clients to execute personalized and relevant experiences, driving brand awareness and incremental revenue. He was previously a board member of Derm Tech international, a global leader in non-invasive dermatological molecular diagnostics.

Dr. Salkind in 2019 joined the Strategic Advisory Board of Bio Symetrics, a company that has built data services tools for automated pre-processing, integrated analytics, and predictive modeling to make machine learning accessible to scientists and providers. Their technology serves health and hospital systems, biopharma, drug discovery and precision medicine. Dr. Salkind is and has been an employee and shareholder of Leonard A. Bruno MD/ Gene Salkind MD for the past five years.

Thomas Williams, 61, has over 35 years of experience in the insurance industry. He has served in multiple roles in both originations and the administration side of operations. Mr. Williams has a specialization in providing securitization mechanisms of illiquid insurance assets. Thomas was with Smith Barney for his training on the capital markets and insurance industries.

Mr. Williams is currently an Officer and Director in several Ireland based holding companies with a focus in the insurance industry. He is an acting member of the Risk Committee of Wyndham, a large Bermuda based captive. Additionally, he has formed three insurance operations: JTRM, GIH and Arculius. Their lines of business range from Directors and Officers Liability Coverage, Life Extension Risk and Workers Compensation. He has extensive experience in the Offshore and European Union insurance markets in both developing the structure and implementing corporate governance.

Mr. Williams was the intermediary in the sale of Associate Industries of Florida, one of the largest insurance companies in Workers Compensation. He facilitated the sale to Am Trust, a New York publicly traded company in 2009.

Mr. Williams has served on the Board of two public companies:

- GEE Group, an American Stock Exchange Company from 2008 to 2018. At this company, he chaired the nominating committee and was a member of the Corporate Governance Committee and Audit Committee.

- Two Rivers Water and Farming from 2019 to 2020.

Mr. Williams completed a training program at Northwestern's Kellogg Business School for Corporate Governance in Public Companies in 2013.

Lawrence H Dugan, 54, Director. Mr. Dugan is a partner with the accounting firm Dorra & Dugan and has been since 1996. Mr. Dugan graduated from the University of Central Florida in 1989. Mr. Dugan is a Florida licensed Certified Public Accountant.

Employment Agreements

On March 15, 2021, the Company entered a new employment agreement that superseded all previous agreements with Allan Marshall, Chairman and Chief Executive Officer (the "Marshall Employment Agreement"). The Marshall Employment Agreement provides for a three-year term ending on March 15, 2025, unless employment is earlier terminated in accordance with the provisions thereof and after the initial term has a standard 1-year automatic extension clause if there is no notice by the Company of termination. Mr. Marshall received a starting base salary at the rate of $460,000 per year which can be adjusted by the Compensation Committee. In the previous contract Mr. Marshall was granted an option to purchase 1,111,112 shares of Common Stock at a price of $1.80 per share with 555,556 shares vesting immediately and 555,556 shares vesting ratably over a two-year period. The options are exercisable for 10 years and provide for cashless exercise. Mr. Marshall is entitled to receive an annual bonus based on criteria to be agreed to by Mr. Marshall and the Compensation Committee. The Marshall Employment Agreement contains standard termination, change of control, non-compete and confidentiality provisions.

On July 1, 2020, the Company entered an employment agreement with Nate Weinberg, Chief Sales and Marketing Officer (the "Weinberg Employment Agreement"). The Weinberg Employment Agreement provides for a two-year term ending on July 1, 2022, unless employment is earlier terminated in accordance with the provisions thereof. Mr. Weinberg received a starting base salary at the rate of $120,000 per year which can be adjusted by the Compensation Committee and can achieve bonuses during the term of the agreement. Mr. Weinberg was granted an option to purchase 55,556 shares of Common Stock at a price of $1.80 per share vesting ratably over a two-year period. The options are exercisable for 10 years and provide for cashless exercise. The Weinberg Employment Agreement contains standard termination, change of control, non-compete and confidentiality provisions.

On July 1, 2020, the Company entered an employment agreement with Joseph Reid, Director of Operations (the "Reid Employment Agreement"). The Reid Employment Agreement provides for a two-year term ending on July 1, 2022, unless employment is earlier terminated in accordance with the provisions thereof. Mr. Reid received a starting base salary at the rate of $90,000 per year which can be adjusted by the Compensation Committee and achieve bonuses during the term of the agreement. Mr. Reid was granted an option to purchase 55,556 shares of Common Stock at a price of $1.80 per share vesting ratably over a two-year period. The options are exercisable for 10 years and provide for cashless exercise. The Reid Employment Agreement contains standard termination, change of control, non-compete and confidentiality provisions.

On February 1, 2021, the Company entered an employment agreement with Andrew Norstrud, Chief Financial Officer (the "Norstrud Employment Agreement"). The Norstrud Employment Agreement provides for a three-year term ending on February 1, 2023, unless employment is earlier terminated in accordance with the provisions thereof and after the initial term has a standard 1-year automatic extension clause if there is no notice by the Company of termination. Mr. Norstrud received a starting base salary at the rate of $250,000 per year which can be adjusted by the Compensation Committee. Mr. Norstrud was granted an option to purchase 388,889 shares of Common Stock at a price of $1.80 per share vesting ratably over a two-year period. The options are exercisable for 10 years and provide for cashless exercise. Mr. Norstrud is entitled to receive an annual bonus based on criteria to be agreed to by Mr. Norstrud and the Chief Executive Officer and the Compensation Committee. The Norstrud Employment Agreement contains standard termination, change of control, non-compete and confidentiality provisions.

Family Relationships

There are no family relationships between any of our directors, executive officers and proposed directors or executive officers.

Involvement in Certain Legal Proceedings

To the best of our knowledge, none of our directors or executive officers has, during the past ten years:

1. been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offences);

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

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

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

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

6. been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26)), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29)), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Code of Business Conduct and Ethics

The Company has adopted a Code of Business Conduct which is filed as exhibit 14.2.

Limitations on Liabilities and Indemnification of Directors and Officers

For information concerning limitations of liability and indemnification and advancement rights applicable to our directors and officers, see "Description of Capital Stock-Limitations on Liability, Indemnification of Directors and Officers, and Insurance."

EXECUTIVE AND DIRECTOR COMPENSATION

The particulars of the compensation paid to the following persons:

(a) our principal executive officers;

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	Non-Equity Incentive Plan Compensation ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
Allan Marshall, CEO, and Director	2020	300,000	-	-	1,325,600	-	-	-	1,625,600(1)
	2019	-	-	-	-	-	-	-	-
Andrew Norstrud, Chief Financial Officer	2020	184,230	-	-	198,840				383,070(2)
	2019	-			-				-
Robert Hackett, President	2020	130,913	-	-		-	-	-	130,913
	2019	98,364	-	-		-	-	-	98,364

There are no arrangements or plans in which we provide pension, retirement or similar benefits for directors or executive officers. Our directors and executive officers may receive share options at the discretion of our board of directors in the future. We do not have any material bonus or profit-sharing plans pursuant to which cash or non-cash compensation is or may be paid to our directors or executive officers, except that share options may be granted at the discretion of our board of directors. The value of the option awards is based on the intrinsic value at date of grant.

(1) At June 30, 2020 Allan Marshall had an accrual of $72,692 of earned compensation that had not been paid.

(2) For the fiscal year 2020, Andrew Norstrud received compensation through a consulting contract $175,000 and at June 30, 2020 there was an accrual of $7,500 owed to Andrew Norstrud for compensation.

Outstanding Equity Awards at Fiscal Year-End

Outstanding Equity Awards at Fiscal Year- End Table

The following table summarizes equity awards granted to Named Executive Officers and directors that were outstanding as of December 31, 2020:

	Option Awards					Stock Awards			
Name	Number of Securities Underlying Unexercised Options: # Exercisable	Number of Securities Underlying Unexercised Options: # Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unearned and Unexercisable Options:	Option Exercise Price $	Option Expiration Date	# of Shares or Units of Stock That Have Not Vested #	Market Value of Shares or Units of Stock That Have Not Vested $	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested #	Equity Incentive Plan Awards: Market of Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested $
Allan Marshall, CEO, and Director	744,448	83,886		$ 1.80	6/1/2029				
Andrew Norstrud, Chief Financial Officer and Director	125,000	41,667		$ 1.80	6/1/2029				
Robert Hackett, President									
Gene Salkind, Director									
Tomas C. Williams, Director									
Lawrence H Dugan, Director									

Option Exercises and Stock Vested

In October 2019, Allan Marshall exercised an option to purchase 277,778 shares of Common Stock at a $0.85 per common share. The Company received $400,000 of cash and was relieved of $25,000 in payables to Allan Marshall for the shares of Common Stock.

Compensation of Directors

We do not have any agreements for compensating our directors for their services in their capacity as directors, although such directors are expected in the future to receive stock options to purchase shares of our Common Stock as awarded by our board of directors.

Pension, Retirement or Similar Benefit Plans

There are no arrangements or plans in which we provide pension, retirement or similar benefits for directors or executive officers. We have no material bonus or profit-sharing plans pursuant to which cash or non-cash compensation is or may be paid to our directors or executive officers, except that stock options may be granted at the discretion of the board of directors or a committee thereof.

Indebtedness of Directors, Senior Officers, Executive Officers and Other Management

None of our directors or executive officers or any associate or affiliate of our company during the last two fiscal years, is or has been indebted to our company by way of guarantee, support agreement, letter of credit or other similar agreement or understanding currently outstanding.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Except as disclosed herein, no director, executive officer, shareholder holding at least 5% of shares of our Common Stock, or any family member thereof, had any material interest, direct or indirect, in any transaction, or proposed transaction during the year ended June 30, 2020, in which the amount involved in the transaction exceeded or exceeds the lesser of $120,000 or one percent of the average of our total assets at the year-end for the last three completed fiscal years.

For the year ended June 30, 2020 and June 30, 2019, the Company leased the Las Vegas warehouse from Nikolaos Voudouris, a shareholder of the Company, for $22,071 per month. This lease ended December 31, 2019 and there were no further liabilities related to this lease. The owner of the warehouse is also related to one of the members of management.

Director Independence

The Board of Directors has determined that Gene Salkind, Lawrence Dugan and Thomas Williams are independent directors under the listing standards.

Promoters and Control Persons

None

PRINCIPAL STOCKHOLDERS

Immediately prior to this offering, there are 12,008,357 shares of our Common Stock outstanding. The following table and accompanying footnotes set forth certain information with respect to the beneficial ownership of our Common Stock, immediately prior to and immediately after the completion of this offering, by:

- each of our directors and named executive officers;
- all of our directors and named executive officers as a group; and
- each person or entity (or group of affiliated persons or entities) known by us to be the beneficial owner of 5% or more of our Common Stock.

To our knowledge, each stockholder named in the table has sole voting and investment power with respect to all of the shares shown as beneficially owned by such stockholder, except as otherwise set forth in the footnotes to the table. The number of shares shown represents the number of shares the person "beneficially owns," as determined by the rules of the SEC. The SEC has defined "beneficial" ownership of a security to mean the possession, directly or indirectly, of voting power and/or investment power. A stockholder is also deemed to be, as of any date, the beneficial owner of all securities that such stockholder has the right to acquire within 60 days after that date through (i) the exercise of any option, warrant or right, (ii) the conversion of a security, (iii) the power to revoke a trust, discretionary account or similar arrangement, or (iv) the automatic termination of a trust, discretionary account or similar arrangement.

The percentages reflect beneficial ownership immediately prior to and immediately after the completion of this offering as determined in accordance with Rule 13d-3 under the Exchange Act, and are based on 12,008,333 shares of our Common Stock outstanding as of the date immediately prior to the completion of this offering, and _____ shares of our Common Stock outstanding as of the date immediately following the completion of this offering. The percentages assume no exercise by the underwriters of their option to purchase up to an additional shares of our Common Stock within 30 days after the date of this prospectus.

Except as noted in the footnotes to the table below, the address for all of the stockholders in the table below is c/o Grove, Inc.at 1710 Whitney Mesa Drive, Henderson, NV 89014.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth the ownership, as of March 24, 2021 of our Common Stock by each of our directors, by all of our executive officers and directors as a group and by each person known to us who is the beneficial owner of more than 5% of any class of our securities. As of March 24, 2021, there were 12,008,357 shares of our Common Stock issued and outstanding. All persons named have sole or shared voting and investment control with respect to the shares, except as otherwise noted. The number of shares described below includes shares which the beneficial owner described has the right to acquire within 60 days of the date of this prospectus. Unless otherwise indicated, the address for each beneficial owner is c/o Grove, Inc., 1710 Whitney Mesa Drive, Henderson, NV 89014.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percentage of Class[(1)]
Allan Marshall	3,598,766(2)	27.51%
Gene Salkind	2,357,571(3)	19.63%
Robert Hackett	1,444,444(4)	12.03%
Andrew Norstrud	492,592(5)	4.04%
Lawrence Dugan	32,408(6)	*%
Thomas Williams	4,630(7)	*%
Directors and Executive Officers as a Group	7,930,410	63.21**%**
5% or more Stockholders		
Jeffrey Bishop	1,016,340	8.46%
Nikolaos Voudouris	777,778	6.48%

_____

* Represents less than 1% of the number of shares of our Common Stock outstanding

(1) Under Rule 13d-3, a beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares: (i) voting power, which includes the power to vote, or to direct the voting of shares; and (ii) investment power, which includes the power to dispose or direct the disposition of shares. Certain shares may be deemed to be beneficially owned by more than one person (if, for example, persons share the power to vote or the power to dispose of the shares). In addition, shares are deemed to be beneficially owned by a person if the person has the right to acquire the shares (for example, upon exercise of an option) within 60 days of the date as of which the information is provided. In computing the percentage ownership of any person, the amount of shares outstanding is deemed to include the number of shares beneficially owned by such person (and only such person) by reason of these acquisition rights. As a result, the percentage of outstanding shares of any person as shown in this table does not necessarily reflect the person's actual ownership or voting power with respect to the number of shares of Common Stock actually outstanding on March 24, 2021 (post-reverse split). As of March 24, 2021, there were 12,008,357 shares of our company's Common Stock issued and outstanding.

(2) Represents (i) 2,527,778 shares of Common Stock, (ii) 793,210 shares issuable upon the exercise of stock options that are exercisable within 60 days, (iii) 277,778 shares issuable upon the conversion of preferred stock. Does not include 40,123 shares issuable upon vesting and exercise of remaining stock option.

(3) Represents (i) 2,352,941 shares of Common Stock and (ii) 4,630 shares issuable upon the exercise of stock option that are exercisable within 60 days. Does not include 23,148 shares issuable upon vesting and exercise of remaining stock option.

(4) Represents 1,444,444 shares of Common Stock.

(5) Represents (i) 305,556 shares of Common Stock and (ii) 187,036 shares issuable upon the exercise of stock options that are exercisable within 60 days. Does not include 368,519 shares issuable upon vesting and exercise of remaining stock options.

(6) Represents (i)27,778 shares of Common Stock and (ii) 4,630 shares issuable upon the exercise of stock option that are exercisable within 60 days. Does not include 23,148 shares issuable upon vesting and exercise of remaining stock option.

(7) Represents 4,360 shares issuable upon the exercise of stock option that are exercisable within 60 days. Does not include 23,148 shares issuable upon vesting and exercise of remaining stock option.

DESCRIPTION OF CAPITAL STOCK

General

The following is a description of the material terms of, and is qualified in its entirety by, our certificate of incorporation and bylaws, each of which will be in effect upon the consummation of this offering, the forms of which are filed as exhibits to the registration statement of which this prospectus forms a part. Under "Description of Capital Stock," "we," "us," "our," the "Company" and "our company" refer to Grove Inc. and not to any of its subsidiaries.

Common Stock

We are authorized to issue up to 100,000,000 shares of Common Stock at a par value of $0.001 per share. As of February 2, 2021, there were 12,008,357 shares of Common Stock outstanding. The holders of Common Stock will have the right to vote on all matters on which stockholders have the right to vote, and holders of Common Stock shall be entitled to one (1) vote per share.

Holders of Common Stock are entitled to receive proportionately any dividends as may be declared by our board of directors, subject to any preferential dividend rights of outstanding Preferred Stock.

In the event of our liquidation or dissolution, the holders of Common Stock are entitled to receive proportionately all assets available for distribution to shareholders after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock. Holders of Common Stock have no preemptive, subscription, redemption or conversion rights. The rights, preferences and privileges of holders of Common Stock are subject to and may be adversely affected by the rights of the holders of shares of any series of Preferred Stock that we may designate and issue in the future.

Our bylaws authorize the Board of to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the Nevada Revised Statutes ("N.R.S."), to establish from time to time one or more classes of Preferred Stock or one or more series of Preferred Stock, by fixing and determining the number of shares to be included in each such class or series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof.

Preferred Stock

We are authorized to issue up to 10,000,000 shares of Preferred Stock at a par value of $0.001 per share. As of February 2, 2021, there were 500,000 shares of Series A Preferred Stock outstanding. The holders of Series A Preferred Stock will have the right to vote on all matters on which stockholders have the right to vote, and holders of Series A Preferred Stock shall be entitled to ten (10) votes per share and shall vote together as a separate class on stock on all matters which impact the rights, value, or ranking of the Common Stock or Series A Preferred Stock.

Each share of Series A Preferred Stock is convertible into one (1) share of Common Stock, at any time at the request of the holder of Series A Preferred Stock

In the event of our liquidation, consolidation, merger or dissolution, the holders of Series A Preferred Stock are entitled to receive an amount on such date equal to the Stated Value of Series A Preferred Stock, which is $0.05 per share.

Anti-Takeover Provisions

We are governed by the provisions of Nevada Revised Statutes 78.378 to 78.3793 because we are incorporated in Nevada. Nevada's "combinations with interested stockholders" statutes (NRS 78.411 through 78.444, inclusive) prohibit specified types of business "combinations" between certain Nevada corporations and any person deemed to be an "interested stockholder" for two years after such person first becomes an "interested stockholder" unless the corporation's board of directors approves the combination (or the transaction by which such person becomes an "interested stockholder") in advance, or unless the combination is approved by the board of directors and sixty percent of the corporation's voting power not beneficially owned by the interested stockholder, its affiliates and associates. Furthermore, in the absence of prior approval certain restrictions may apply even after such two-year period. For purposes of these statutes, an "interested stockholder" is any person who is (1) the beneficial owner, directly or indirectly, of ten percent or more of the voting power of the outstanding voting shares of the corporation, or (2) an affiliate or associate of the corporation and at any time within the two previous years was the beneficial owner, directly or indirectly, of ten percent or more of the voting power of the then-outstanding shares of the corporation. The definition of the term "combination" is sufficiently broad to cover most significant transactions between a corporation and an "interested stockholder."

Nevada's "acquisition of controlling interest" statutes (NRS 78.378 through 78.3793, inclusive) contain provisions governing the acquisition of a controlling interest in certain Nevada corporations. These "control share" laws provide generally that any person that acquires a "controlling interest" in certain Nevada corporations may be denied voting rights, unless a majority of the disinterested stockholders of the corporation elects to restore such voting rights. These laws would apply to us if we were to have 200 or more stockholders of record (at least 100 of whom have addresses in Nevada appearing on our stock ledger) and do business in the State of Nevada directly or through an affiliated corporation, unless our articles of incorporation or bylaws in effect on the tenth day after the acquisition of a controlling interest provide otherwise. These laws provide that a person acquires a "controlling interest" whenever a person acquires shares of a subject corporation that, but for the application of these provisions of the NRS, would enable that person to exercise (1) one-fifth or more, but less than one-third, (2) one-third or more, but less than a majority or (3) a majority or more, of all of the voting power of the corporation in the election of directors. Once an acquirer crosses one of these thresholds, shares which it acquired in the transaction taking it over the threshold and within the 90 days immediately preceding the date when the acquiring person acquired or offered to acquire a controlling interest become "control shares" to which the voting restrictions described above apply.

In addition, NRS 78.139 also provides that directors may resist a change or potential change in control if the directors, by majority vote of a quorum, determine that the change is opposed to, or not in, the best interests of the corporation.

Any provision in our articles of incorporation or bylaws or Nevada law that has the effect of delaying or deterring a change in control could limit the opportunity for our shareholders to receive a premium for their shares of our Common Stock and could also affect the price that some investors are willing to pay for our Common Stock.

Limitations on Liability, Indemnification of Directors and Officers, and Insurance

In accordance with the NRS and pursuant to the bylaws of the Company, subject to certain conditions, the Company shall, to the maximum extent permitted by law, indemnify a director or officer, a former director or officer, or another individual who acts or acted at the Company's request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Company or other entity. We shall advance monies to a director, officer or other individual for costs, charges and expenses actually and reasonably incurred in connection with such a proceeding; provided that such individual shall repay the moneys if the individual does not fulfill the conditions described below or is not successful on the merits in their defense of the action or proceeding.

Indemnification is prohibited unless the individual:

- Acted honestly and in good faith, on an informed basis and with a view to our best interests;
- In the case of a criminal or administration action or proceeding enforced by a monetary penalty, had reasonable grounds to believe the conduct was lawful; and
- Was not judged by a court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done.

Authorized but Unissued Shares

The authorized but unissued shares of our Common Stock are available for future issuance without shareholder approval, subject to any limitations imposed by the listing standards of The Nasdaq Capital Market. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Common Stock and preferred stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Transfer Agent and Registrar

The transfer agent and registrar for shares of our Common Stock is Vstock Transfer, LLC.

Listing

We expect to apply to list our Common Stock on The Nasdaq Capital Market under the symbol "GRVI."

SHARES ELIGIBLE FOR FUTURE SALE

General

Upon the completion of this offering, as a result of the issuance of shares of our Common Stock in this offering, we expect that there will be _____ shares of our Common Stock issued and outstanding (_____ shares if the underwriters exercise in full their option to purchase additional shares of our Common Stock in this offering).

Of the total number of shares of our Common Stock to be issued and outstanding upon completion of this offering:

- shares are being offered and sold in this offering _____ shares if the underwriters exercise in full their option to purchase _____ additional shares in this offering). These shares will be freely transferable without restriction or further registration under the Securities Act, except that any shares held or acquired by our "affiliates," as that term is defined in Rule 144 under the Securities Act, will be subject to the volume limitations and other restrictions of Rule 144 described below; and

- the remaining 12,008,357 shares have not been registered and may be "restricted" securities within the meaning of Rule 144 under the Securities Act. These shares may not be sold unless they are registered under the Securities Act, the restrictions under Rule 144 have lapsed, or another exemption from registration is available. In addition, these shares are subject to lock-up agreements for 60 days after the effective date of the registration statement of which this prospectus forms a part (or for 180 days after the effective date of the registration statement of which this prospectus forms a part in the case of any such shares held by any of our directors or officers).

Prior to this offering, there has been no public market for shares of our Common Stock. Although we intend to apply to list the shares of our Common Stock on The Nasdaq Capital Market under the symbol "GRVI," an active trading market for our Common Stock may never develop or, if one develops, it may not be sustained following this offering. No assurance can be given as to the likelihood that an active trading market for our Common Stock will develop, the liquidity of any such market, the ability of our stockholders to sell their shares, or the prices that our stockholders may obtain for any of their shares. No prediction can be made as to the effect, if any, that future sales of shares of our Common Stock, or the availability of shares of our Common Stock for future sale, will have on prevailing market prices from time to time. Sales of substantial amounts of our Common Stock, or the perception that such sales could occur, may adversely affect prevailing market prices of our Common Stock. See "Risk Factors-Risks Related to this Offering and our Common Stock."

Rule 144

After the completion of this offering, 12,008,357 shares of our outstanding Common Stock will be "restricted" securities under the meaning of Rule 144 under the Securities Act, and may not be sold in the absence of registration under the Securities Act unless an exemption from registration is available, including the exemption provided by Rule 144.

In general, under Rule 144 as currently in effect, beginning 90 days after the completion of this offering, a person who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale, and who has beneficially owned shares considered to be restricted securities under Rule 144 for at least six months (including the holding period of any prior owner other than an affiliate), would be entitled to sell those shares, subject only to the availability of current public information about us. A non-affiliated person who has beneficially owned shares considered to be restricted securities under Rule 144 for at least one year would be entitled to sell those shares without regard to the provisions of Rule 144.

An affiliate of ours who has beneficially owned shares of our Common Stock for at least six months would be entitled to sell, within any three-month period, a number of shares that does not exceed the greater of:

- 1% of the number of shares of our Common Stock then outstanding, which will equal approximately _____ shares immediately after this offering; or
- the average weekly trading volume of our Common Stock on Nasdaq Capital Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before such sale and have filed all required reports during that time period. Such sales by affiliates are also subject to other provisions and requirements of Rule 144 relating to manner of sale, notice, and the availability of current public information about us. To the extent that an affiliate sells shares of our Common Stock, other than pursuant to Rule 144 or a registration statement, the purchaser's holding period for the purpose of effecting a sale under Rule 144 commences on the date of transfer from such affiliate.

Rule 701

Rule 701 generally allows a stockholder who purchased shares of our Common Stock pursuant to a written compensatory plan or contract and who is not deemed to have been our affiliate during the immediately preceding 90 days to sell these shares in reliance upon Rule 144, but without being required to comply with the public information, holding period, volume limitation or notice provisions of Rule 144. Rule 701 also permits our affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required by that rule to wait until 90 days after the date of this prospectus before selling those shares pursuant to Rule 701 and are subject to the lock-up agreements described above.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL MATTERS RELATING TO SHARE TRANSFER RESTRICTIONS THAT MAY BE OF IMPORTANCE TO A PROSPECTIVE INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN LEGAL ADVISOR REGARDING THE PARTICULAR SECURITIES LAWS AND TRANSFER RESTRICTION CONSEQUENCES OF PURCHASING, HOLDING, AND DISPOSING OF OUR COMMON SHARES OR THE COMMON SHARES, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

Incentive Compensation Plan

The Company established a 2019 Equity Incentive Plan (the "2019 Plan"). The plan grants incentives to select persons who can make, are making and continue to make substantial contributions to the growth and success of the Company, to attract and retain the employment and services of such persons and to encourage and reward such contributions by providing these individuals with an opportunity to acquire or increase stock ownership in the Company through either the grant of options or restructured stock. The 2019 Plan is administered by the Compensation Committee or such other committee as is appointed by the Board of Directors pursuant to the 2019 Plan (the "Committee"). The Committee has full authority to administer and interpret the provisions of the 2019 Plan including, but not limited to, the authority to make all determinations with regard to the terms and conditions of an award made under the 2019 Plan. The maximum number of shares that may be granted under the 2019 Plan is 5,555,556 This number is subject to adjustment to reflect changes in the capital structure or organization of the Company. All stock options outstanding as of December 31, 2020 were non-qualified stock options, had exercise prices equal to the market price on the date of grant and had expiration dates 10 years from the date of grant.

Lock-Up Periods

For a description of certain lock-up periods, see "Underwriting."

U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following is a summary of certain material U.S. federal income tax considerations, with respect to the ownership and disposition of our Common Stock, generally applicable to non-U.S. holders (as defined below) who hold our Common Stock as a capital asset (generally, property held for investment) within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (which we refer to as the "Code"). This summary applies only to non-U.S. holders who purchase our Common Stock in this offering and hold our Common Stock as a capital asset (generally, property held for investment purposes). This summary does not address all aspects of U.S. federal income taxation that may be relevant to particular non-U.S. holders in light of their individual circumstances or the U.S. federal income tax consequences applicable to non-U.S. holders that are subject to special rules, such as controlled foreign corporations, passive foreign investment companies, underwriters, corporations that accumulate earnings to avoid U.S. federal income tax, banks or other financial institutions, insurance companies, tax-exempt organizations (including private foundations), tax qualified retirement plans, individual retirement accounts or other tax deferred accounts, U.S. expatriates and certain former citizens or residents of the United States, brokers, dealers and traders in securities, commodities or currencies, non-U.S. holders that hold shares of our Common Stock as real estate investment companies, regulated investment companies, grantor trusts, persons that received shares of our Common Stock as compensation for performance of services, persons that have a functional currency other than the U.S. dollar, and persons that own, or have owned, actually or constructively, more than 5% of our Common Stock, or non-U.S. holders that hold shares of our Common Stock as part of a "straddle," "hedge," "conversion transaction", other risk reduction strategy, or as part of a conversion transaction or other integrated investment.

This summary is based on provisions of the Code, U.S. Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, all as in effect on the date hereof, and all of which are subject to change or differing interpretation, possibly on a retroactive basis. The summary does not describe any U.S. state, local or non-U.S. income or other tax consequences (including estate, gift and Medicare contribution tax consequences) of owning and disposing of our Common Stock. No ruling from the Internal Revenue Service (which we refer to as the "IRS") has been or will be sought with respect to the matters discussed below and the conclusions reached in the following summary, and there can be no assurance that the IRS will not take a contrary position regarding the tax consequences of the acquisition, ownership or disposition of shares of our Common Stock, or that any such contrary position would not be sustained by a court.

For purposes of this summary, the term "non-U.S. holder" means a beneficial owner of our Common Stock that is, for U.S. federal income tax purposes, neither a partnership (or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) nor any of the following:

- a citizen or individual resident of the United States;
- a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (a) a United States court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (b) the trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our Common Stock, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding our Common Stock, and partners in such partnerships, should consult their tax advisers as to the U.S. federal income tax consequences applicable to them in their particular circumstances.

EACH NON-U.S. HOLDER IS URGED TO CONSULT ITS TAX ADVISER REGARDING THE U.S. FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES OF OWNING AND DISPOSING OF OUR COMMON STOCK.

Distributions on Common Stock

Distributions on our Common Stock generally will be treated as dividends to the extent paid from our current or accumulated earnings and profits as determined for U.S. federal income tax purposes. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated first as a return of capital and will first be applied to reduce a non-U.S. holder's adjusted tax basis in our Common Stock (but not below zero), and thereafter will be treated as capital gain from the sale or exchange of such Common Stock, subject to the tax treatment described below in "-Sale, Exchange or Other Taxable Disposition of Common Stock". Generally, the gross amount of dividends paid to a non-U.S. holder with respect to our Common Stock will be subject to withholding of U.S. federal income tax at a rate of 30%, or at a lower rate if an applicable income tax treaty so provides and we (or our agent) have received proper certification as to the application of that treaty.

Dividends that are effectively connected with a non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable tax treaty, are attributable to a U.S. permanent establishment of the non-U.S. holder) are generally subject to U.S. federal income tax on a net income basis and are exempt from the 30% withholding tax described above (assuming compliance with certain certification requirements). Any such effectively connected dividends received by a non-U.S. holder that is a corporation may also, under certain circumstances, be subject to an additional "branch profits tax" at a rate of 30% (or lower applicable treaty rate).

To claim the benefit of an applicable tax treaty or an exemption from withholding because the income is effectively connected with the conduct of a trade or business in the United States, a non-U.S. holder generally will be required to provide a properly executed IRS Form W-8BEN or W-8BEN-E (if the holder is claiming the benefits of an income tax treaty) or IRS Form W-8ECI (for income effectively connected with a trade or business in the United States) or other suitable form. If you are a non-U.S. holder, you may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. holders should consult their tax advisers regarding their entitlement to benefits under an applicable income tax treaty and the specific manner of claiming the benefits of the treaty.

Sale, Exchange or Other Taxable Disposition of Common Stock

A non-U.S. holder generally will not be subject to U.S. federal income or withholding tax with respect to gain on the sale, exchange or other taxable disposition of our Common Stock unless (i) the gain is effectively connected with such non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable tax treaty, is attributable to a U.S. permanent establishment of such non-U.S. holder), (ii) in the case of a non-U.S. holder that is a non-resident alien individual, such non-U.S. holder is present in the United States for 183 or more days in the taxable year of disposition and certain other requirements are met, or (iii) we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes at any time within the shorter of the five-year period ending on the date of such sale, exchange, or other taxable disposition or the period that such non-U.S. holder held our Common Stock and either (a) our Common Stock was not treated as regularly traded on an established securities market at any time during the calendar year in which the sale, exchange or other taxable disposition occurs, or (b) such non-U.S. holder owns or owned (actually or constructively) more than five percent of our Common Stock at any time during the shorter of the two periods mentioned above. We believe that we are not currently a U.S. real property holding corporation; however, there can be no assurance that we will not become a U.S. real property holding corporation in the future. If we become a U.S. real property holding corporation and our Common Stock is not regularly traded on an established securities market, a non-U.S. holder generally will be subject to U.S. federal income tax on any gain realized upon the sale or other disposition of our Common Stock on a net income basis in the same manner as if such holder were a resident of the United States.

Unless an applicable tax treaty provides otherwise, if gain or loss is effectively connected with a non-U.S. holder's conduct of a trade or business within the United States (and, if required by an applicable tax treaty, is attributable to a U.S. permanent establishment of such non-U.S. holder), the non-U.S. holder will be subject to U.S. federal income tax on the disposition of our Common Stock on a net income basis in the same manner in which citizens or residents of the United States would be subject to U.S. federal income tax. In the case of a non-U.S. holder that is a foreign corporation, such gain may also be subject to an additional branch profits tax at a rate of 30% (or a lower applicable treaty rate). If a non-U.S. holder is an individual that is present in the United States for 183 or more days in the taxable year of disposition and certain other requirements are met, the non-U.S. holder generally will be subject to a flat income tax at a rate of 30% (or lower applicable treaty rate) on any capital gain recognized on the disposition of our Common Stock, which may be offset by certain U.S. source capital losses.

Information Reporting and Backup Withholding

You generally will be required to comply with certain certification procedures to establish that you are not a U.S. person (for instance, furnishing to us a properly executed applicable IRS Form W-8, such as an IRS Form W-8BEN, W-8BEN-E or IRS Form W-8ECI) in order to avoid backup withholding with respect to dividends or the proceeds of a sale, exchange or other taxable disposition of Common Stock. Notwithstanding the foregoing, information reporting and backup withholding may apply if either we or our paying agent has actual knowledge, or reason to know, that you are a U.S. person. In addition, we are required to annually report to the IRS and you the amount of any dividends paid to you, regardless of whether we actually withheld any tax. Copies of the information returns reporting such dividends and the amount withheld may also be made available to the tax authorities in the country in which you reside under the provisions of an applicable income tax treaty. Any amounts withheld under the backup withholding rules generally are not an additional tax and may be allowed as a refund or credit against your U.S. federal income tax liability, provided that certain required information is provided on a timely basis to the IRS.

Foreign Account Tax Compliance Act

Withholding taxes may be imposed under the Foreign Account Tax Compliance Act (which we refer to as "FATCA") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, subject to certain exceptions, withholding at a rate of 30% generally will be required (a) on dividends paid with respect to shares of our Common Stock, and (b) subject to the following sentence, in respect of gross proceeds from the sale or other disposition of, shares of our Common Stock, in each case, paid to (i) a non-financial non-U.S. entity, unless such entity either certifies to us or our paying agent that such entity does not have any "substantial United States owners" or provides certain information regarding the entity's "substantial United States owners", which we will in turn provide to the U.S. Department of the Treasury, or (ii) certain non-U.S. financial institutions (including investment funds), unless such institution enters into, and complies with, an agreement with the IRS to report, on an annual basis, information with respect to interests in, or accounts maintained by, the institution that are owned by certain U.S. persons or by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments, or if required under an intergovernmental agreement between the United States and an applicable foreign country, reports such information to its local tax authority, which will exchange such information with the U.S. authorities. The IRS and the U.S. Treasury Department issued proposed U.S. Treasury Regulations (which we refer to as the "Proposed Regulations") that would remove gross proceeds described in (b) above from the withholding obligation. Taxpayers may rely on the Proposed Regulations until final regulations are issued. Under certain circumstances, a Non-U.S. Holder of shares of our Common Stock might be eligible for refunds or credits of the withholding tax. Prospective investors are encouraged to consult with their tax advisors regarding the potential application of withholding under FATCA to their investment in our Common Stock. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. Prospective investors should consult with their tax advisers regarding the possible implications of these rules on their investment in our Common Stock, including without limitation, the interaction of FATCA withholding with the other withholding rules discussed above.

UNDERWRITING

Kingswood Capital Markets, division of Benchmark Investments, Inc., is acting as the representative of the underwriters of the Offering (the "Representative"). We intend to enter into an underwriting agreement with the Representative. We plan to list our Common Stock for trading on the Nasdaq Capital Market under the symbol "GRVI" in connection with this Offering, although there is no assurance that Nasdaq will approve our initial listing application for our Common Stock. If we fail to obtain such Nasdaq approval or to list our Common Stock on the New York Stock Exchange, we will not be able to consummate the Offering and will terminate this Offering. Subject to the terms and conditions of the underwriting agreement, we intend to sell to each underwriter named below, and each underwriter named below intends to severally purchase, at the public offering price, less the underwriting discounts set forth on the cover page of this prospectus, the number of shares listed next to its name in the following table (assuming the underwriters exercise in full their option to purchase additional shares of our Common Stock in this offering):

Underwriter	Number of Shares
Kingswood Capital Markets, division of Benchmark Investments, Inc.	
Total	

A form of the underwriting agreement has been filed as an exhibit to the registration statement of which this prospectus is part.

We have been advised by the Representative that they propose to offer the shares directly to the public at the public offering price set forth on the cover page of this prospectus. Any shares sold by the Representative to securities dealers will be sold at the public offering price, less a selling concession not in excess of $ _____ per share. The underwriting agreement will provide that subject to the satisfaction or waiver by the Representative of the conditions contained in the underwriting agreement, the Representative is obligated to purchase and pay for all of the shares offered by this prospectus.

We have granted an option to the Representative exercisable for forty-five (45) days after the date of this prospectus, to purchase up to _____ additional shares at the public offering price, less the underwriting discounts and commissions.

No action has been taken by us or the Representative that would permit a public offering of the shares in any jurisdiction outside the United States where action for that purpose is required. None of our shares of Common Stock included in this Offering may be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sales of any such securities offered hereby be distributed or published in any jurisdiction except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons who receive this prospectus are advised to inform themselves about and to observe any restrictions relating to this Offering of shares and the distribution of this prospectus. This prospectus is neither an offer to sell nor a solicitation of any offer to buy the shares in any jurisdiction where that would not be permitted or legal.

The Representative is expected to make offers on sales both in and outside of the United States to its respective selling agents. The offers and sales in the United States will be conducted by broker-dealers registered with the SEC and the Financial Industry Regulatory Authority (FINRA).

The Representative has advised us that they do not intend to confirm sales to any account over which they exercise discretionary authority.

Underwriting Discount and Expenses

In connection with the Offering, the underwriters shall be granted an underwriting discount of (i) eight percent (8%) for investors introduced by the underwriters and (ii) five percent (5%) for investors introduced by the Company; provided, that if the total gross proceeds from such investors introduced by the Company is less than $3,000,000, then the discount shall instead be eight percent (8%) (the "Underwriting Discount").

Assuming a discount of 8%, the following table provides information regarding the amount of the discount to be paid to the underwriters by us, before expenses:

	Per Share	Total without exercise of over-allotment options	Total with full exercise of over-allotment options
Public Offering Price	$	$	$
Underwriting discount and commissions (1)	$	$	$
Proceeds, before expenses, to us	$	$	$

Assuming a discount of 5%, the following table provides information regarding the amount of the discount to be paid to the underwriters by us, before expenses:

	Per Share	Total without exercise of over-allotment options	Total with full exercise of over-allotment options
Public Offering Price	$	$	$
Underwriting discount and commissions (1)	$	$	$
Proceeds, before expenses, to us	$	$	$

The Company will be also responsible for and will pay all expenses relating to the Offering, including, without limitation, (a) all filing fees and expenses relating to the registration of the securities with the Commission; (b) all fees and expenses relating to the listing of the Company's Common Stock on a national exchange, if applicable; (c) all fees, expenses and disbursements relating to the registration or qualification of the securities under the "blue sky" securities laws of such states and other jurisdictions as Kingswood may reasonably designate (including, without limitation, all filing and registration fees, and the reasonable fees and disbursements of the Company's "blue sky" counsel, which will be Kingswood's counsel) unless such filings are not required in connection with the Company's proposed listing on a national exchange, if applicable; (d) all fees, expenses and disbursements relating to the registration, qualification or exemption of the securities under the securities laws of such foreign jurisdictions as Kingswood may reasonably designate; (e) the costs of all mailing and printing of the Offering documents; (f) transfer and/or stamp taxes, if any, payable upon the transfer of securities from the Company to Kingswood; and (g) the fees and expenses of the Company's accountants; and (h) a maximum of $150,000 for fees and expenses including "road show," diligence, and reasonable legal fees and disbursements for Kingswood's counsel. The Company shall be responsible for Kingswood's external counsel legal costs irrespective of whether or not the Offering is consummated, subject to a maximum of $50,000 in the event that it is not consummated. Additionally, one percent (1%) of the gross proceeds of the Offering shall be provided to Kingswood for non-accountable expenses. Additionally, the Company will provide an expense advance (the "Advance") to Kingswood of $25,000. The Advance shall be applied towards out-of-pocket accountable expense set forth herein and any portion of the Advance shall be returned to the Company to the extent not actually incurred. Kingswood may deduct from the net proceeds of the Offering payable to the Company on the closing date, or the closing date of the Over-Allotment Option, if any, the expenses set forth herein to be paid by the Company to Kingswood.

We estimate the total expenses payable by us for this Offering to be approximately $, which amount includes (i) the underwriting discount of $_____ (8%), (ii) reimbursement of the accountable expenses of the representative equal to $150,000 including the legal fees of the representative being paid by us and (iii) other estimated Company expenses of approximately $_____, which includes legal accounting printing costs and various fees associated with the registration of our securities.

Underwriters' Warrants

In addition, we intend to issue warrants to the underwriters to purchase a number of shares of Common Stock equal to 2% of the total number of shares sold in this Offering at an exercise price equal to 125% of the per share offering price of the shares sold in this Offering (the "Underwriters' Warrants"). These warrants may be purchased in cash or via cashless exercise, will be exercisable for five years from the effective date of this registration statement of which this prospectus forms a part and will terminate on the fifth anniversary of the effective date of the registration statement on Form S-1 of which this prospectus forms a part. The Underwriters' Warrants and the shares of Common Stock issuable upon the exercise of such warrants will be deemed compensation by FINRA, and therefore will be subject to FINRA Rule 5110(g)(1). In accordance with FINRA Rule 5110(g)(1), neither the Underwriters' Warrants nor any of our shares of Common Stock issued upon exercise of such warrants may be sold, transferred, assigned, pledged or hypothecated, or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such securities by any person, for a period of 180 days immediately following the commencement of sales of the securities registered on the registration statement of which this prospectus is a part, subject to certain exceptions.

The Underwriters' Warrants provide for registration rights (including a one-time demand registration right and unlimited piggyback rights) and customary anti- dilution provisions (for stock dividends and splits and recapitalizations) and anti-dilution protection (adjustment in the number and price of such warrants and the shares underlying such warrants) resulting from corporate events (which would include dividends, reorganizations, mergers, etc.) and future issuance of Common Stock or Common Stock equivalents at prices (or with exercise and/or conversion prices) below the offering price as permitted under FINRA Rule 5110(f)(2)(G). Until the expiration of the Underwriters' Warrants, the Company will have the right to redeem the Underwriters' Warrants at any time for 200% of their exercise price.

Determination of Offering Price

The public offering price of the shares offered by this prospectus will be determined by negotiation between us and the Representative. Among the factors considered in determining the public offering price of the shares were:

- our history, capital structure and our business prospects;
- the industry in which we operate;
- our past and present operating results;
- the previous experience of our executive officers; and
- the general condition of the securities markets at the time of this Offering.

The offering price stated on the cover page of this prospectus should not be considered an indication of the actual value of the shares sold in this Offering. The value of such securities are subject to change as a result of market conditions and other factors.

Subsequent Equity Sales

Pursuant to the underwriting agreement, from the date of such agreement until the first anniversary of the closing date of the Offering, the Representative shall have an irrevocable right of first refusal to act as sole investment banker, sole book-runner, and/or sole placement agent, at the Representative's sole discretion, for each and every future public and private equity and debt offering, including all equity linked financings (each, a "Subject Transaction"), during such twelve (12) period, of the Company, or any successor to or any current or future subsidiary of the Company, on terms and conditions customary to the Representative for such Subject Transactions. The Representative shall have the sole right to determine whether or not any other broker dealer shall have the right to participate in the Subject Transactions and the economic terms of such participation. For the avoidance of any doubt, the Company shall not retain, engage or solicit any additional investment banker, book-runner, financial advisor, underwriter and/or placement agent in a Subject Transaction without the express written consent of the Representative.

Tail Period

In the event that the Offering is not consummated by the Representative as contemplated herein, the Representative shall be entitled to a cash fee equal to eight percent (8%) of the gross proceeds received by the Company from the sale of the securities to any investor actually introduced by the Representative to the Company during the three month period from date of that certain Engagement Agreement, dated September 28, 2020 (the "Engagement Agreement"), between the Company and the Representative (the "Tail Financing"), and such Tail Financing is consummated at any time during the Engagement Period or within the twelve (12) month period following the expiration of the Engagement Period, provided that such financing is by a party actually introduced to the Company in an offering in which the Company has direct knowledge of such party's participation.

In addition, unless (x) the Company terminates this underwriting agreement for "Cause" (as defined therein), or (y) the Representative fails to provide the underwriting services provided in the underwriting agreement, upon termination of such agreement, if the Company subsequently completes a public or private financing with any investors introduced to the Company by the Representative during the twelve (12) month period following such termination, the Representative shall be entitled to receive the same compensation to be paid to the Representative in connection with this Offering.

Lock-up Agreements

Pursuant to certain "lock-up" agreements, we, our executive officers, directors and securityholders holding more than 5% of the Company's Common Stock intend to agree, subject to certain exceptions, not to offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of or announce the intention to otherwise dispose of, or enter into any swap, hedge or similar agreement or arrangement that transfers, in whole or in part, the economic risk of ownership of, directly or indirectly, engage in any short selling of any Common Stock or securities convertible into or exchangeable or exercisable for any Common Stock, whether currently owned or subsequently acquired, without the prior written consent of the Representative, for a period of 180 days from the date of effectiveness of the offering. In addition, during such period, except for the registration statement of which this prospectus forms a part, such parties have agreed not to file, circulate or participate in the filing or circulation of any registration statement prospectus or other disclosure document with respect to the offer or sale of such securities, or exercise any rights to require registration with the SEC of such securities or offering thereof.

Stabilization, Short Positions and Penalty Bids

The underwriters may engage in stabilizing transactions for the purpose of pegging, fixing or maintaining the price of our Common Stock. Stabilizing transactions permit bids to purchase the underlying Common Stock so long as the stabilizing bids do not exceed a specific maximum. These stabilizing transactions may have the effect of raising or maintaining the market prices of our securities or preventing or retarding a decline in the market prices of our securities. As a result, the price of our Common Stock may be higher than the price that might otherwise exist in the open market. Neither we nor the underwriters make any representation or prediction as to the effect that stabilizing transactions may have on the price of our Common Stock. These transactions may be effected on Nasdaq, in the over-the-counter market or on any other trading market and, if commenced, may be discontinued at any time. In connection with this Offering, the underwriters also may engage in passive market making transactions in our Common Stock in accordance with Regulation M. In general, a passive market maker must display its bid at a price not in excess of the highest independent bid for that security. However, if all independent bids are lowered below the passive market maker's bid that bid must then be lowered when specific purchase limits are exceeded. Passive market making may stabilize the market price of the securities at a level above that which might otherwise prevail in the open market and, if commenced, may be discontinued at any time.

Neither we nor the underwriters make any representations or predictions as to the direction or magnitude of any effect that the transactions described above may have on the prices of our securities. In addition, neither we nor the underwriters make any representations that the underwriters will engage in these transactions or that any transactions, once commenced will not be discontinued without notice.

Electronic Offer, Sale and Distribution of Shares

A prospectus in electronic format may be made available on the websites maintained by one or more underwriters or selling group members, if any, participating in the Offering. The underwriters may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters and selling group members that may make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' websites and any information contained in any other website maintained by the underwriters is not part of this prospectus or the registration statement of which this prospectus forms a part.

Other Relationships

From time to time, certain of the underwriters and their affiliates have provided, and may provide in the future, various advisory, investment and commercial banking and other financial services for us and our affiliates in the ordinary course of business, for which they have received and may continue to receive customary fees and commissions. Pursuant to the Engagement Agreement, dated September 28, 2020, between the Company and the Representative, the Representative agreed to provide general financial advisory services to the Company such as introducing the Company to investors and assisting the Company in financings or other transactions (the "Advisory Services"). Pursuant to the Engagement Agreement, as consideration for the Advisory Services in connection with a private placement of equity securities, the Company shall pay a cash fee of ten percent (10%) of the amount of capital raised, invested or committed and issue to the Representative or its designees at the closing, warrants (the "Placement Agent's Warrants") to purchase that number of shares of Common Stock of the Company equal to ten percent (10%) of the aggregate number of shares of Common Stock or other equity securities sold in the offering, exercisable at any time and from time to time, in whole or in part, during the four and a half- year period commencing six (6) months from the closing date of the offering, at a price per share equal to 110% of the offering price per share of Common Stock (the "Advisory Fees"). The Placement Agent's Warrants will provide for registration rights (including a one-time demand registration right and unlimited piggyback rights) and customary anti-dilution provisions (for stock dividends and splits and recapitalizations) and anti-dilution protection (adjustment in the number and price of such warrants and the shares underlying such warrants) resulting from corporate events (which would include dividends, reorganizations, mergers, etc.) and future issuance of Common Stock or Common Stock equivalents at prices (or with exercise and/or conversion prices) below the offering price as permitted under FINRA Rule 5110(f)(2)(G). For debt placements, the Company shall pay the Representative a cash fee of eight percent (8%) of the amount of capital raised, invested or committed.

If within twelve (12) months from the effective date of the termination or expiration of the Engagement Agreement either the Company or any party to whom the Company was actually introduced, directly or indirectly, by the Representative, or who was contacted by the Representative on behalf of the Company in connection with its Advisory Services for the Company, proposes a financing ("Financing") or any a transaction with the Company, including, without limitation, a merger, acquisition or sale of stock or assets (in which the Company may be the acquiring or the acquired entity), joint venture, strategic alliance or other similar transaction (any such transaction, a "Transaction"), then, if any such Financing or Transaction is consummated, the Company shall pay to the Representative the Advisory Fees in cash, or by delivery of the Placement Agent's Warrant, at the closing or closings of the Financing or Transaction to which it relates. A Financing or Transaction shall be deemed consummated before such date if any agreement in principle which includes material terms of such Financing or Transaction is reached prior to such date even if the closing occurs later.

Indemnification

We intend to indemnify the underwriter against certain liabilities, including certain liabilities arising under the Securities Act or to contribute to payments that the underwriter may be required to make for these liabilities.

LEGAL MATTERS

The validity of the shares of Common Stock offered hereby will be passed upon for us by Greenberg Traurig, LLP, Sacramento, California. Carmel, Milazzo & Feil, LLP is acting as counsel to the underwriters in connection with the offering.

EXPERTS

The financial statements of Grove, Inc. as of and for the year ended June 30, 2020 included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of B F Borgers CPA PC, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

The financial statements of Grove, Inc. as of and for the year ended June 30, 2019 included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of RBSM LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

The financial statements of Infusionz, Inc. as of and for the years ended June 30, 2020 and 2019 included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of B F Borgers CPA PC, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

Dismissal of Independent Registered Public Accounting Firm

Effective June 30, 2020, RBSM LLP, who the Company engaged on August 28, 2019, was dismissed as the Company's independent registered public accounting firm. The dismissal of RBSM LLP as the independent registered public accounting firm was approved by the Company's Board of Directors.

During the period from August 28, 2019 to June 30, 2020, the date of dismissal, (i) there were no disagreements with RBSM LLP on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of RBSM LLP would have caused it to make reference to such disagreement in its reports; and (ii) there were no reportable events as defined in Item 304(a)(1)(v) of Regulation S-K.

Engagement of Independent Registered Public Accounting Firm

On July 21, 2020 the Company engaged B F Borgers CPA PC as its new independent registered public accounting firm. B F Borgers CPA PC is the independent registered public accounting firm for Infusionz, Inc. and its report on the financial statements of Infusionz, Inc. as of and for the years ended June 30, 2020 and 2019 are included in this prospectus and elsewhere in the registration statement. During the two most recent fiscal years and through June 30, 2020, the Company had not consulted with B F Borgers CPA PC regarding: (a) the application of accounting principles to a specific transaction, either completed or proposed; (b) the type of audit opinion that might be rendered on the Company's consolidated financial statements, and none of the following was provided to the Company: (i) a written report, or (ii) oral advice that concluded was an important factor considered by the Company in reaching a decision as to accounting, auditing or financial reporting issue; or (c) any matter that was subject of a disagreement, as that term is defined in Item 304(a)(1)(iv) of Regulation S-K or a reportable event, as that term is described in Item 304(a)(1)(v) of Regulation S-K.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act of 1933, as amended, with respect to the shares of our Common Stock being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules which are part of the registration statement. Some items included in the registration statement are omitted from the prospectus in accordance with the rules and regulations of the SEC. For further information about us and our Common Stock offered by this prospectus, we refer you to the registration statement, including all amendments, supplements, exhibits, and schedules thereto. Statements contained in this prospectus regarding the contents of any contract or any other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see a copy of such contract or document that has been filed. Each statement in this prospectus relating to a contract or document that is filed as an exhibit to the registration statement is qualified in all respects by reference to the full text of such contract or document filed as an exhibit to the registration statement.

The SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. You can review the registration statement, as well as our future SEC filings, by accessing the SEC's website at www.sec.gov.

Upon the completion of this offering, we will be subject to the information and periodic reporting requirements of the Exchange Act, applicable to a company with securities registered pursuant to Section 12 of the Exchange Act. In accordance therewith, we will file annual, quarterly and current reports, proxy statements, and other information with the SEC. All documents filed with the SEC are available for inspection and copying at the internet site of the SEC referred to above. We maintain a website at GroveInc.io. After the consummation of this offering, you may access our periodic reports, proxy statements and other information free of charge at this website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not incorporated by reference and is not a part of this prospectus.

GROVE INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Interim Unaudited Condensed Consolidated Financial Statements
For the Three and Six Month's Periods Ended December 31, 2020

INFUSIONZ LLC

TABLE OF CONTENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Grove, Inc.:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Grove, Inc. ("the Company") as of June 30, 2020, and the related consolidated statements of operations, stockholders' equity, and cash flows for the year ended June 30, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grove, Inc. as of June 30, 2020, and the results of its operations and its cash flows for the year ended June 30, 2020, in conformity with accounting principles generally accepted in the United States of America.

Going Concern Uncertainty

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has suffered recurring losses from operations and has a net capital deficiency that raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

/s/ B F Borgers CPA PC

We have served as the Company's auditor since 2020.
Lakewood, Colorado
April 15, 2021

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of

Grove, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Grove, Inc. (the Company) as of June 30, 2019, and the related consolidated statements of operations and changes in members' interest, and consolidated statements of cash flows for the year then ended and the related notes (collectively referred to as the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2019, and the results of its operations and its cash flows for the year then ended June 30, 2019, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ RBSM LLP

We have served as the Company's auditor since 2019.

Henderson, Nevada

June 25, 2020

GROVE, INC.
Consolidated Balance Sheets
As of June 30, 2020 and 2019
(In U.S. Dollars, except share data or otherwise stated)

	June 30, 2020	June 30, 2019
ASSETS		
Current assets		
Cash	$ 887,517	$ 3,697,432
Accounts receivable, net (allowance for doubtful accounts was $10,000 and $0, respectively)	165,147	127,722
Other receivables	72,000	20,000
Inventory	1,448,448	1,138,064
Prepaid expenses	76,562	131,976
Total current assets	2,649,674	5,115,194
Property and Equipment, net	1,687,273	262,015
Intangible asset, less accumulated amortization	1,240,260	1,633,738
Goodwill	493,095	493,095
Deposit	37,068	-
Right-of-use asset	294,835	-
Total other assets	3,752,531	2,388,848
Total assets	$ 6,402,205	$ 7,504,042
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 484,333	$ 271,062
Deferred revenue	473,320	255,633
Accrued liabilities related to acquisition	-	287,528
Accrued liabilities	417,063	293,336
Current portion of notes payable	183,595	-
Convertible note payable	1,500,000	-
Current portion of operating lease payable	461,123	-
Total current liabilities	3,519,434	1,107,559
Notes payable, net of current portion	365,350	-
Operating lease payable, net of current portion	338,040	-
Total long-term liabilities	703,390	-
Commitments and contingencies	-	-
Stockholders' equity		
Preferred stock, $0.001 par value, 1,000,000 shares authorized, 0 and 500,000 shares issued and outstanding, respectively	-	500
Common stock, $0.001 par value, 100,000,000 shares authorized, and 10,223,223 and 9,653,595 shares issued and outstanding, respectively	10,223	9,654
Additional paid in capital	7,314,341	6,446,640
Accumulated deficit	(7,098,984)	(1,715,311)
Total stockholders' equity	225,580	4,741,483
Non-controlling interest in subsidiary	1,953,801	1,655,000
Total equity	2,179,381	6,396,483
Total liabilities and stockholders' equity	$ 6,402,205	$ 7,504,042

GROVE, INC.
Consolidated Statements of Operations
Years Ended June 30, 2020 and 2019
(In U.S. Dollars, except share data or otherwise stated)

	Year Ended June 30,	
	2020	**2019**
Revenue		
Product revenue	6,159,013	1,428,302
Trade show revenue	1,253,847	779,750
	7,412,860	2,208,052
Product costs	4,280,909	945,756
Trade show cost	561,988	226,099
	4,842,897	1,171,855
Gross profit	2,569,963	1,036,197
Operating expenses		
Sales and marketing	1,370,964	162,066
General and administrative expenses	5,272,997	1,227,361
Professional fees	764,332	235,823
	7,408,293	1,625,250
Loss from operations	(4,838,330)	(589,053)
Other expense (income), net		
Gain on the sale of assets	(180,211)	-
Other expense (income), net	-	1,055
Impairment of cancelled lease expense	588,347	-
Interest expense (income), net	138,406	(3,068)
Other expense (income), net	546,542	(2,013)
Net loss before income tax	(5,384,872)	(587,040)
Income tax expense	-	-
Net loss	(5,384,872)	(587,040)
Net income (loss) attributable to noncontrolling interest	(1,199)	-
Net loss attributable to Grove, Inc.	(5,383,673)	(587,040)
Earnings per share attributable to Grove, Inc. common stockholders:		
Basic and diluted loss per share	$ (0.53)	$ (0.08)
Weighted average shares outstanding	10,097,075	7,026,462

GROVE, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In U.S. Dollars, except share data or otherwise stated)

	Preferred Stock Shares	Preferred Stock Par	Common Stock Shares	Common Stock Par	Additional Paid In Capital	Accumulated Deficit	Non-controlling Interest	Shareholders' Equity
Balance, June 30, 2018	-	$ -	6,500,000	$ 6,500	$1,039,280	$ (1,128,271)	$ -	$ (82,491)
Trunano Labs, Inc. subsidiary stock issued for cash	-	-	-	-	-	-	1,655,000	1,655,000
Stock issued for cash	500,000	500	3,153,595	3,154	4,666,346	-	-	4,670,000
Shareholder contribution	-	-	-	-	136,457	-	-	136,457
Stock based compensation	-	-	-	-	604,557	-	-	604,557
Net loss	-	-	-	-	-	(587,040)	-	(587,040)
Balance, June 30, 2019	500,000	$ 500	9,653,595	$ 9,654	$6,446,640	$ (1,715,311)	$ 1,655,000	$ 6,396,483
Balance, June 30, 2019	500,000	$ 500	9,653,595	$ 9,654	$6,446,640	$ (1,715,311)	$ 1,655,000	$ 6,396,483
Stock issued for cash			290,850	291	444,709	-	-	445,000
Conversion of preferred stock	(500,000)	(500)	277,778	278	50,222	-	-	50,000
Trunano Labs, Inc. subsidiary stock issued for cash	-	-	-	-	-	-	300,000	300,000
Stock based compensation	-	-	-	-	372,770	-	-	372,770
Net loss	-	-	-	-	-	(5,383,673)	(1,199)	(5,384,872)
Balance, June 30, 2020	-	$ -	10,222,223	$ 10,223	$7,314,341	$ (7,098,984)	$ 1,953,801	$ 2,179,381

GROVE, INC.
Consolidated Statements of Cash Flows
For the Year's Ended June 30, 2020 and 2019
(In U.S. Dollars, except share data or otherwise stated)

	Year Ended June 30,	
	2020	**2019**
Cash flows from operating activities		
Net loss	$ (5,383,673)	$ (587,040)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	611,346	67,568
Impairment loss on leased asset	588,347	-
Provision for doubtful accounts and bad debt expense	160,740	11,779
Gain on sale of equipment	(180,211)	-
Stock based compensation	372,770	604,557
Changes in assets and liabilities (net of amounts acquired):		
Accounts receivable	(95,665)	(54,465)
Other receivables	(154,500)	106,376
Inventory	(310,384)	(620,371)
Prepaid expenses and other assets	18,346	(118,472)
Accounts payable and accrued liabilities	277,979	(665,658)
Accrued liabilities related to acquisition	(287,528)	(108,180)
Deferred revenue	217,687	169,467
Net cash used by operating activities	(4,164,746)	(1,194,439)
Cash flows from investing activities		
Proceeds from sale of property and equipment	466,113	-
Acquisition of property and equipment	(1,929,028)	(219,448)
Acquisition of HAVZ, net of cash	-	(1,451,788)
Net cash used in investing activities	(1,462,915)	(1,671,236)
Cash flows from financing activities		
Proceeds from issuance of common stock, net	420,000	4,670,000
Proceeds from issuance of common stock for conversion of preferred stock	50,000	-
Proceeds from issuance of non-controlling interest, net	298,801	1,655,000
Proceeds from issuance of notes payable	2,048,945	-
Shareholder contributions, net	-	136,457
Net cash provided by financing activities	2,817,746	6,461,457
Net (decrease) increase in cash	(2,809,915)	3,595,782
Cash, beginning of period	3,697,432	101,650
Cash, end of period	$ 887,517	$ 3,697,432
Supplemental cash flow disclosures		
Interest paid	$ 2,521	$ -
Income tax paid	$ -	$ -
Non-cash financing activities		
Stock issuance for payroll accrual	$ 25,000	$ -

GROVE, INC.
Notes to Consolidated Financial Statements
Years Ended June 30, 2020 and 2019

Note 1. Background Information

We are in the business of developing, producing, marketing, and selling raw materials, white label products and end consumer products containing the hemp plant extract, Cannabidiol ("CBD"). We sell to numerous consumer markets including the nutraceutical, beauty care, pet care and functional food sectors. We seek to take advantage of an emerging worldwide trend to re-energize the production of industrial hemp and to foster its many uses for consumers.

In addition, we are an operator of an annual tradeshow in the United States related to the CBD industry.The trade show business is naturally seasonal. The Company only has one trade show, CBD.IO, which is held in November each year. Because event revenue is recognized when a particular event is held, the Company experiences fluctuations in quarterly revenue based on the completion of the trade show event. The seasonality of the business is typical of the trade show industry.

Grove, Inc. (the "Company") is a Nevada Corporation and has six wholly owned subsidiaries, Cresco Management, LLC, a California limited liability company, Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; Havz, LLC, d/b/a Steam Wholesale, a California limited liability company, and One Hit Wonder Holdings, LLC, a California limited liability company, and SWCH, LLC, a Delaware limited liability company. In addition, the Company has the controlling interest (79.4%) in Trunano Labs, Inc., a Nevada corporation.

On July 1, 2020, the noncontrolling shareholders of the Company's subsidiary, Trunano Labs, Inc., converted 1,761,261 shares of Trunano Labs, Inc. stock, representing all the outstanding stock by minority interest holders, into 1,277,778 shares of Grove, Inc. common stock. As of July 1, 2020, Trunano Labs, Inc. is a wholly owned subsidiary of Grove, Inc.

On May 31, 2019, the Company purchased Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; Havz, LLC, d/b/a Steam Wholesale, a California limited liability company, and One Hit Wonder Holdings, LLC, a California limited liability company, collectively known as "HAVZ Consolidated" out of bankruptcy.

In December of 2018, HAVZ Consolidated filed voluntary petitions for relief under Chapter 11 (Chapter 11 Proceedings) of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Nevada. On May 31, 2019, in connection with the Section 363 Sale ("Buying Assets from a Bankrupt Company"), these four entities, HAVZ Consolidated, were purchased by the Company for a payment of $2,100,000 to the creditors of HAVZ Consolidated. The accompanying consolidated financial statements include the financial statements of HAVZ Consolidated for the period of June 1, 2019 to June 30, 2020.

Liquidity and Going Concern

The Company experienced significant net losses in fiscal 2020 and fiscal 2019. Management has implemented a strategy which includes cost reductions and consolidation of certain operating activities to gain efficiencies as well as identifying strategic acquisitions, financed primarily through a combination of the issuance of equity and debt, to improve the overall profitability and cash flows of the Company. As of April 1, 2020, the Company ceased production operations in California and has consolidated operations into a single location in Nevada. These factors raise substantial doubts about the Company's ability to continue as a going concern. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classification of liabilities that might be necessary in the event that the Company cannot continue as a going concern.

As of June 30, 2020, the Company had cash of approximately $887,517 and a working capital deficit of approximately $869,760.

The ability to continue as a going concern is dependent upon the Company generating profitable operations in the future and/or obtaining the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. Management intends to finance operating costs over the next twelve months from the date of the issuance of these consolidated financial statements with existing cash on hand and/or the private placement of common stock. There is, however, no assurance that the Company will be able to raise any additional capital through any type of offering on terms acceptable to the Company, as existing cash on hand will be insufficient to finance operations over the next twelve months.

Basis of Presentation and Principles of Consolidation

The Company's consolidated financial statements are prepared in accordance with accounting principles general accepted in the United States ("GAAP"). The consolidated financial statements include the accounts of all subsidiaries in which the Company holds a controlling financial interest as of the June 30, 2020 and 2019.

The consolidated financial statements include the accounts of the Company, Trunano Labs, Inc.,(for which the Company owns 79.4%) and its wholly owned subsidiaries; Steam Distribution, LLC, One Hit Wonder, Inc., Havz, LLC, d/b/a Steam Wholesale, One Hit Wonder Holdings, SWCH, LLC and Cresco Management LLC. All intercompany accounts and transactions have been eliminated in consolidation. As of the date of this report, Trunano Labs, Inc. and One Hit Wonder Holdings, LLC had no operations.

For the years ended June 30, 2020 and June 30, 2019 the financial statements of Grove Inc. are reported as consolidated entities, including Cresco Management LLC, HAVZ Consolidated and SWCH, LLC and for the year ended June 30, 2020, the financial statements of Grove Inc. report the activity of Cresco Management, LLC and SWCH, LLC for the 12 months ended June 30, 2019 and one month of HAVZ Consolidated since the acquisition of the four entities of HAVZ Consolidated was May 31, 2019.

Note 2. Significant Accounting Policies

The significant accounting policies followed are:

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Significant estimates underlying the Company's reported financial position and results of operations include the allowance for doubtful accounts, useful lives of property and equipment, impairment of long lived assets, inventory valuation, fair value of stock-based compensation and valuation allowance on deferred tax assets.

Cash and Cash Equivalents - The Company considers all highly liquid debt instruments with a maturity of three months or less to be cash equivalents. Cash and cash equivalents are maintained at financial institutions and, at times, balances may exceed federally insured limits. The Company has never experienced any losses related to these balances.

Accounts Receivable - The Company regularly reviews accounts receivable for any bad debts based on an analysis of the Company's collection experience, customer credit worthiness and current economic trends. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. Based on management's review of accounts receivable, the Company recorded $10,000 and $0 as allowance for doubtful accounts at June 30, 2020 and 2019, respectively. The Company had bad debt expense of $160,740 and $11,779 for the years ended June 30, 2020 and 2019, respectively, including write-offs of accounts receivables $150,740 and $11,779, for the years ended June 30, 2020 and 2019, respectively.

Inventory - Inventory consists of raw materials, work-in-process and finished goods and is stated at the lower of cost or net realizable value, cost is determined by the weighted average moving cost inventory method. Net realizable value is determined, with appropriate consideration given to obsolescence, excessive levels, deterioration, and other factors.

Property and Equipment - Property and equipment is recorded at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets ranging from 3 to 7 years. Leasehold improvements are amortized over the shorter of their estimated useful lives of 5 years or the related lease term. Gains and losses upon disposition are reflected in the Statement of Operations in the period of disposition. Maintenance and repair expenditures are charged to expense as incurred. The Company disposed of some equipment during 2020 which resulted in a gain on the sale. There were no dispositions of property and equipment in 2019.

Business Combinations -The Company accounts for its business combinations using the acquisition method of accounting. The cost of an acquisition is measured as the aggregate of the acquisition date fair values of the assets transferred and liabilities assumed by the Company to the sellers cash consideration and equity instruments issued. Transaction costs directly attributable to the acquisition are expensed as incurred. The excess of (i) the total costs of acquisition over (ii) the fair value of the identifiable net assets of the acquiree is recorded as identifiable intangible assets and goodwill.

Impairment of Long-lived Assets - Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the book value of the asset may not be recoverable. The Company periodically evaluates whether events and circumstances have occurred that indicate possible impairment. When impairment indicators exist, the Company estimates the future undiscounted net cash flows of the related asset or asset group over the remaining life in measuring whether or not the asset values are recoverable. The Company did not recognize impairment on its long-lived assets during the years ended June 30, 2020 or 2019.

Revenue Recognition - The Company has adopted the new revenue recognition guidelines in accordance with ASC 606, Revenue from Contracts with Customers (ASC 606), commencing from the period under this report. The Company analyzes its contracts to assess that they are within the scope and in accordance with ASC 606. In determining the appropriate amount of revenue to be recognized as the Company fulfills its obligations under each of its agreements, whether for goods and services or licensing, the Company performs the following steps: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations based on estimated selling prices; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation. The Company acts as a principal in its revenue transactions as the Company is the primary obligor in the transactions. Generally, the Company recognizes revenue for its products upon shipment to customers, provided no significant obligations remain and collection is probable.

Product Revenue - Most of the Company's revenue contracts are from domestic sales and represent a single performance obligation related to the fulfillment of customer orders for the purchase of its products. Net sales reflect the transaction prices for these contracts based on the Company's selling list price, which is then reduced by estimated costs for trade promotional programs, consumer incentives, and allowances and discounts used to incentivize sales growth and build brand awareness.

The Company recognizes revenue at the point in time that control of the ordered product is transferred to the customer, which is upon shipment to the customer or other customer-designated delivery point. Taxes collected from customers that are remitted to governmental agencies are accounted for on a net basis and not included as revenue.

The Company does not accept sales returns from wholesale customers, as the products are pre-approved prior to production and shipment. E-Commerce product returns must be completed within 45 days of the date of purchase. The Company does not accrue for estimated sales returns as historical sales returns have been minimal. The Company records deferred revenues when cash payments are received or due in advance of performance, including amounts which are refundable. Substantially all the deferred revenue as of June 30, 2019 was recognized as revenue in the year ended June 30, 2020.

Shipping and handling fees billed to customers are included in revenue. Shipping and handling fees associated with freight are generally included in cost of revenue.

Trade Show Revenue - A significant portion of the Company's annual revenue is generated from the production of a single trade show. The revenue includes booth space sales, registration fees and sponsorship fees. The Company recognizes revenue upon completion of the CBD.IO trade show. Amounts invoiced prior to the completion of the trade show are recorded as deferred revenues in the consolidated balance sheets until the completion of the event. As of June 30, 2020, and 2019, the Company had no deferred revenue related to trade show business.

Loyalty Program - The Company grants customers loyalty points for each purchase on the website and at the time of the sale, accrues the estimated cost related to fulfilling the future purchase in accrued liabilities. When the points are redeemed, the Company does not recognize any revenue related to the purchase and reduces the accrued liability related to the cost of the purchase.

Advertising - The Company supports its products with advertising to build brand awareness of the Company's various products in addition to other marketing programs executed by the Company's marketing team. The Company believes the continual investment in advertising is critical to the development and sale of its CBD branded products. Advertising costs of $165,640 and $64,985 were expensed as incurred during the years ended June 30, 2020 and 2019, respectively.

Stock Based Compensation - The Company recognizes all share-based payments to employees, including grants of employee stock options, as compensation expense in the financial statements based on their fair values. That expense will be recognized over the period during which an employee is required to provide services in exchange for the award, known as the requisite service period (usually the vesting period) or immediately if the share-based payments vest immediately.

Non-employee Stock-based Payments - The Company's accounting policy for equity instruments issued to consultants and vendors in exchange for goods and services follows the provisions of ASC 2018-07, which simplifies the accounting for non-employee share-based payment transactions. The amendments specify that Topic 718 applies to all share-based payment transactions in which a grantor acquires goods or services to be used or consumed in a grantor's own operations by issuing share-based payment awards. Stock-based payments related to non-employees is accounted for based on the fair value of the related stock or options or the fair value of the services, whichever is more readily determinable. The measurement date for the fair value of the equity instruments issued is determined at the earlier of (i) the date at which a commitment for performance by the consultant or vendor is reached or (ii) the date at which the consultant or vendor's performance is complete. In the case of equity instruments issued to consultants, the fair value of the equity instrument is recognized over the term of the consulting agreement.

Fair Value Measurements - The Company accounts for financial instruments in accordance with FASB Accounting Standards Codification (ASC) 820 "Fair value Measurement and Disclosures" (ASC 820). ASC 820 defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy that distinguishes between (1) market participant assumptions developed based on market data obtained from independent sources (observable inputs) and (2) an entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances (unobservable inputs).

The fair value hierarchy consists of three broad levels, which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described below:

- Level 1 - Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; inputs other than quoted prices that are observable for the asset or liability (e.g. interest rates); and inputs that are derived principally from or corroborated by observable market data by correlation or other means.

- Level 3 - Inputs that are both significant to the fair value measurement and unobservable.

The estimated fair value of certain financial instruments, including cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, deferred revenue and debt are carried at historical cost basis, which approximates their fair values because of the short-term nature of these instruments.

Leases - The Company determines if a contract contains a lease at inception. US GAAP requires that the Company's leases be evaluated and classified as operating or finance leases for financial reporting purposes. The classification evaluation begins at the commencement date and the lease term used in the evaluation includes the non-cancellable period for which the Company has the right to use the underlying asset, together with renewal option periods when the exercise of the renewal option is reasonably certain and failure to exercise such option will result in an economic penalty. All of the Company's real estate leases are classified as operating leases.

Most real estate leases include one or more options to renew, with renewal terms that generally can extend the lease term for an additional two years. The exercise of lease renewal options is at the Company's discretion. The Company evaluates renewal options at lease inception and on an ongoing basis and includes renewal options that it is reasonably certain to exercise in its expected lease terms when classifying leases and measuring lease liabilities. Lease agreements generally do not require material variable lease payments, residual value guarantees or restrictive covenants.

The Company's leases generally do not provide an implicit rate, and therefore the Company uses its incremental borrowing rate as the discount rate when measuring operating lease liabilities. The incremental borrowing rate represents an estimate of the interest rate the Company would incur at lease commencement to borrow an amount equal to the lease payments on a collateralized basis over the term of a lease within a particular currency environment. The Company used incremental borrowing rates as of July 1, 2019 for operating leases that commenced prior to that date.

Income Taxes - Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes resulting from temporary differences. Such temporary differences result from differences in the carrying value of assets and liabilities for tax and financial reporting purposes. The deferred tax assets and liabilities represent the future tax consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. A valuation allowance is provided to reduce the deferred tax assets reported if based on the weight of the available positive and negative evidence, it is more likely than not some portion or all of the deferred tax assets will not be realized.

The Company identifies and evaluates uncertain tax positions, if any, and recognizes the impact of uncertain tax positions for which there is a less than more-likely-than-not probability of the position being upheld when reviewed by the relevant taxing authority. Such positions are deemed to be unrecognized tax benefits and a corresponding liability is established on the balance sheet. The Company has not recognized a liability for uncertain tax positions. If there were an unrecognized tax benefit, the Company would recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses.

One Hit Wonder, Inc. has elected S Corporation status for federal income tax and California corporation business tax purposes, Steam Distribution, LLC, Havz, LLC and One Hit Wonder Holdings, LLC elected partnership status for federal income tax and California corporation business tax purposes. Under these elections, the Company is not a taxpaying entity for federal and state income tax purposes and, accordingly, no provision has been made for such income taxes, except for a minimum state corporate business tax. The stockholders' allocable share of the Company's income or loss is reportable on his or her income tax return through May 31, 2019. These entities under Grove, Inc. are tax paying entities the period from June 1, 2019 to June 30, 2019 remains open and subject to examination by the Internal Revenue Service.

Cresco Management, LLC and SWCH, LLC elected partnership status for federal income tax and California and Delaware corporation business tax purposes, respectively. Under these elections, these Subsidiaries are not a taxpaying entity for federal and state income tax purposes and, accordingly, no provision has been made for such income taxes, except for a minimum state corporate business tax through December 31, 2018. The stockholders' allocable share of the Company's income or loss is reportable on his or her income tax return through December 31, 2018. The Company's 2019 through 2020 tax years remain open and subject to examination by the Internal Revenue Service. Grove had no operations through December 31, 2018. On January 1, 2019 Cresco Management LLC and SWCH LLC were contributed to Grove, Inc. in a non-taxable transaction. Grove Inc. consolidated from 2018 to current. The first consolidated tax return for all entities was filed for the tax year December 31, 2019.

The Company uses the asset and liability method of accounting for income taxes in accordance with ASC Topic 740, "Income Taxes." Under this method, income tax expense is recognized for the amount of: (i) taxes payable or refundable for the current year and (ii) deferred tax consequences of temporary differences resulting from matters that have been recognized in an entity's financial statements or tax returns. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date. The Company has not recognized any deferred tax asset or liabilities as of June 30, 2020 has a full valuation allowance for any possible future tax benefit from a net operating loss.

ASC Topic 740 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC Topic 740 provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. There are no material uncertain tax positions at June 30, 2020.

On December 22, 2017, the U.S. government enacted the Tax Act, which made significant changes to the Internal Revenue Code of 1986, as amended, including, but not limited to, reducing the U.S. corporate statutory tax rate and the net operating loss incurred after December 31, 2017 can be carried forward indefinitely and the two year net operating loss carried back was eliminated (prohibited).

Earnings (loss) per Share - Basic earnings (loss) per share is computed by dividing net income (loss) attributable to common stockholders by the weighted average common shares outstanding for the period. Diluted income (loss) per share is computed giving effect to all potentially dilutive common shares. Potentially dilutive common shares may consist of incremental shares issuable upon the exercise of stock options and warrants and upon the conversion of notes. In periods in which a net loss has been incurred, all potentially dilutive common shares are considered anti-dilutive and thus are excluded from the calculation.

Deferred Revenue - The Company records deposits as deferred revenue when a customer pays in advance of shipping the product. Once the product is shipped, the deposit is recorded as revenue and the related commissions are paid. All products were shipped related to deposits in deferred revenue, in less than one year.

The Company recognizes revenue upon completion of the CBD.IO trade show. Amounts invoiced prior to the completion of the trade show are recorded as deferred revenues in the consolidated balance sheets until the completion of the event.

Non-controlling Interests in Consolidated Financial Statements - In December 2007, the FASB issued ASC 810-10-65, "Non-controlling Interests in consolidated Financial Statements". This ASC clarifies that a non-controlling (minority) interest in subsidiaries is an ownership interest in the entity that should be reported as equity in the consolidated financial statements. It also requires consolidated net income to include the amounts attributable to both the parent and non-controlling interest, with disclosure on the face of the consolidated income statement of the amounts attributed to the parent and to the non-controlling interest. In accordance with ASC 810-10-45-21, those losses attributable to the parent and the non-controlling interest in subsidiaries may exceed their interests in the subsidiary's equity. The excess and any further losses attributable to the parent and the non-controlling interest shall be attributed to those interests even if that attribution results in a deficit non-controlling interest balance.

Operating Segments - The Company's financial reporting is organized into two segments: products and trade shows for revenue and cost of revenue. The Company's internal reporting for product sales is organized into three channels of distribution: Grove, Inc. branded products, manufacturing of products to be sold under customers brands and white label products that are sold under customer brands. These product sales are aggregated and viewed by management as one reportable segment due to their similar economic characteristics, products, production, distribution processes and regulatory environment.

The Company does not allocate or track certain sales, general and administrative expenses to individual reportable segments.

Reclassifications - Certain reclassifications have been made to the financial statements as of and for the year ended June 30, 2019 to conform to the presentation as of and for the year ended June 30, 2020.

Recent Accounting Pronouncements - There are new accounting pronouncements issued by the Financial Accounting Standards Board ("FASB") which are not yet effective as follows:

In June 2016, the FASB issued ASU 2016-13, Financial Instruments-Credit Losses ("ASC 326"), authoritative guidance amending how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The guidance requires the application of a current expected credit loss model, which is a new impairment model based on expected losses. The new guidance is effective for interim and annual reporting periods beginning after December 15, 2022. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements and related disclosures.

In August 2020, the FASB issued ASU 2020-06-*Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging - Contracts in Entity's Own Equity*, which simplifies the guidance for certain convertible debt instruments by removing the separation models for convertible debt with a cash conversion feature or convertible instruments with a beneficial conversion feature. As a result, convertible debt instruments will be reported as a single liability instrument with no separate accounting for embedded conversion features. Additionally, ASU 2020-06 requires the application of the if-converted method for calculating diluted earnings per share and the treasury stock method will be no longer available. The provisions of ASU 2020-06 are applicable for fiscal years beginning after December 15, 2021, with early adoption permitted no earlier than fiscal years beginning after December 15, 2020. The Company expects the primary impacts of this new standard will be to increase the carrying value of its Convertible Debt and reduce its reported interest expense. In addition, the Company will be required to use the if-converted method for calculating diluted earnings per share. The Company is currently evaluating the impact the adoption of this standard will have on its condensed consolidated financial statements.

No other recent accounting pronouncements were issued by FASB and the SEC that are believed by management to have a material impact on the Company's present or future unaudited condensed consolidated financial statements.

Note 3. Acquisitions

On May 31, 2019, Grove, Inc. purchased four entities, Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; HAVZ, LLC, d/b/a Steam Wholesale, a California limited liability company, and One Hit Wonder Holdings, LLC, a California corporation, are collectively known as "HAVZ Consolidated". HAVZ Consolidated was purchased for a payment of $2,100,000 to the creditors of HAVZ Consolidated.

HAVZ Consolidated is in the business of developing, producing, marketing, and selling raw materials, white label products and end consumer products containing the hemp plant extract, Cannabidiol ("CBD"). HAVZ Consolidated sells to numerous consumer markets including the nutraceutical, beauty care, pet care and functional food sectors. HAVZ Consolidated seeks to take advantage of an emerging worldwide trend to re-energize the production of industrial hemp and to foster its many uses for consumers.

The intangibles were recorded, based on the Company's estimate of fair value, which consist primarily of customer lists and trade name with an estimated life of ten years and goodwill. Upon completion of an independent purchase price allocation and valuation, the allocation intangible assets were adjusted accordingly.

The assets and liabilities of HAVZ Consolidated are recorded at their respective fair values as of May 31, 2019, and the following table summarizes these values.

	Purchase Price Allocation
Tangible Assets	$ 1,440,478
Intangible Assets	1,665,815
Goodwill	493,095
Liabilities Acquired	(1,499,388)
Purchase Price	$ 2,100,000

The following unaudited pro forma combined financial information is based on the historical financial statements of the Company and HAVZ Consolidated, after giving effect to the Company's acquisition of HAVZ Consolidated.

The following unaudited pro forma information does not purport to present what the Company's actual results would have been had the acquisition occurred on July 1, 2018, nor is the financial information indicative of the results of future operations. The following table represents the unaudited consolidated pro forma results of operations for the year ended June 30, 2019 as if the acquisition occurred on July 1, 2018. Operating expenses have been increased for the amortization expense associated with the estimated fair value adjustment as of June 30, 2019 of expected definite lived intangible assets of approximately $385,000 per year.

Pro Forma, unaudited	Year Ended June 30, 2019
Net sales	$ 6,706,034
Cost of sales	3,039,736
Operating expenses	4,732,035
Net loss	$ (1,119,737)
Basic and dilutive income per common share	$ (0.09)

The Company's consolidated financial statements for the year ended June 30, 2020 and 2019 include the actual results of HAVZ Consolidated since the date of acquisition. All of the operations of HAVZ Consolidated are included in the operations of the Company for the year ended June 30, 2020.

Revenue and net income for HAVZ for the year ended June 30, 2019 included in the statement of operations	Revenue	Net Loss
HAVZ Consolidated	$ 428,379	$ 32,639

Note 4. Inventory

Inventory consisted of the following:

	June 30, 2020	June 30, 2019
Raw materials	$ 730,000	$ 489,095
Finished goods	718,448	648,969
Property and equipment, gross	$ 1,448,448	$ 1,138,064

The Company writes-off the value of inventory deemed excessive or obsolete. As of June 30, 2020, and 2019, the Company did not deem that an inventory write-off was considered necessary.

Note 5. Property and Equipment

Property and equipment consist of the following:

	June 30, 2020	June 30, 2019
Furniture and fixtures	$ 4,167	$ 4,167
Computer equipment	48,606	29,921
Manufacturing equipment	45,692	30,293
Leasehold improvements	1,787,200	199,916
Property and equipment, gross	1,885,665	264,297
Less accumulated depreciation	(198,392)	(2,282)
Property and equipment, net	$ 1,687,273	$ 262,015

During the year ended June 30, 2020, the Company sold manufacturing equipment with a carrying value of approximately $289,789 for cash proceeds of $470,000 which resulting in a gain on the disposal of approximately $180,211.

Depreciation expense for the years ended June 30, 2020 and 2019 was $217,868 and $3,416, respectively.

Note 6. Intangible Assets

As of June 30, 2019

	Cost	Accumulated Amortization	Loss on Impairment of Intangible Assets	Net Book Value
Customer relationships	$ 1,199,260	$ 24,301	$ -	$ 1,174,959
Trade name	466,555	7,776	-	458,779
	$ 1,665,815	$ 32,077	$ -	$ 1,633,738

As of June 30, 2020

	Cost	Accumulated Amortization	Loss on Impairment of Intangible Assets	Net Book Value
Customer relationships	$ 1,199,260	$ 324,467	$ -	$ 874,793
Trade name	466,555	101,088	-	365,467
	$ 1,665,815	$ 425,555	$ -	$ 1,240,260

For the years ended June 30, 2020 and 2019, the Company amortized approximately $393,478 and $32,077, respectively, related to the customer list and trade name intangible asset. The customer list is being amortized on a straight-line basis over 4 years. The trade names are being amortized on a straight-line basis over 5 years.

Future amortization of intangible assets are as follows:

June 30, 2021	$ 384,908
June 30, 2022	384,908
June 30, 2023	384,908
June 30, 2024	85,536
	$ 1,240,260

Note 7. Operating Leases

During November 2019, the Company entered into a new lease for a Nevada facility that commenced on November 13, 2019 and recorded a right of use asset and corresponding lease liability. Lease expense was $151,978 for the year ended June 30, 2020.

During July 2019, the Company entered into a lease for a California facility that commenced on July 1, 2019 and recorded a right of use asset and corresponding lease liability. Lease expense was $194,163 for the year ended June 30, 2020. In March 2020, the Company consolidated operations to its Nevada facility and abandoned its manufacturing and sales facility in Costa Mesa, California. On March 31, 2020 there were 27 months remaining on the lease with an estimated cost of $23,800 per month. At June 30, 2020 the Company owed approximately $64,700 related to the adverse lease and management has estimated the expense related to this adverse lease to be approximately $588,347 as the undiscounted future liability of this lease and recorded an impairment loss of $558,918 related to the right of use of this asset.

For month to month leases and leases that expire in one year or less, lease expense for the year ended June 30, 2020 was $59,958.

The Company's weighted average remaining lease term and weighted average discount rate for operating leases as of June 30, 2020 are:

Weighted average remaining lease term	16 Months
Weighted average incremental borrowing rate	5.0%

For the year ended June 30, 2020, the components of lease expense, included in general and administrative expenses and interest expense in the consolidated statements of operations income, are as follows:

Operating lease cost:	
Operating lease cost	$ 410,863
Amortization of ROU assets	369,286
Impairment of cancelled lease	588,347
Interest expense	32,145
Total lease cost	$ 1,400,641

The table below reconciles the undiscounted future minimum lease payments (displayed by year and in the aggregate) under noncancelable operating leases with terms of more than one year to the total operating lease liabilities recognized in the consolidated balance sheet as of June 30, 2020:

2021	$ 487,964
2022	353,950
Total undiscounted future minimum lease payments	841,914
Less: Imputed interest	(42,752)
Present value of operating lease obligation	$ 799,162

The Company has one leased facility that it is presently using, which is office, manufacturing, and warehouse space. The Company is responsible for real estate taxes, utilities, and repairs under the terms of certain of the operating leases. Therefore, all lease and non-lease components are combined and accounted for as single lease component.

Note 8. Accrued Liabilities

Accrued liabilities consist of the following:

	June 30,	
	2020	2019
Accrued expenses for loyalty program	$ 47,400	$ 43,500
Accrued compensation	195,399	94,241
Sales tax payable	-	5,595
Accrued interest	93,543	-
Accrued rent	60,721	-
Accrued travel expenses	-	150,000
Other accrued liabilities	20,000	-
	$ 417,063	$ 293,336

Note 9. Convertible Promissory Notes and Notes Payable

During October of 2019, the Company entered into convertible promissory notes (Notes) for total proceeds of $1,500,000. The principal and interest of the Notes are payable in full at the maturity date of April 2021, if not previously converted. The Notes have an interest rate of 8%, total accrued interest is to be repaid at maturity, and are convertible into common stock if the Company enters a “Financing” arrangement which results in the Company’s common stock becoming listed or trading. The conversion rate would be equal to the price of the Company’s common stock sold in the “Financing”.

On April 28, 2020, the Company entered into a Paycheck Protection Program loan for $398,945 in connection with COVID-19. The promissory note has a fixed payment schedule, commencing seven months following the funding of the note and consisting of seventeen monthly payments of principal and interest, with the principal component of each payment based upon the level of amortization of principal over a two year period from the funding date. A final payment for the unpaid principal and accrued interest will be payable no later than April 28, 2022. The note bears interest at a rate of 1.00% per annum and is deferred for the first six months of the loan. Certain portions of the loan may qualify for loan forgiveness based on the terms of the program.

On June 3, 2020, the Company entered into a loan for $150,000 with the Small Business Administration. The promissory note has a fixed payment schedule commencing on June 3, 2021, consisting of principal and interest payments of $731 monthly. The balance of the principal and interest will payable thirty years from the date of the promissory note. The note bears interest at a rate of 3.75% per annum. The Small Business Administration has filed a UCC Financing Statement on this loan confirming it is collateralized by any and all tangible and intangible properties of the Company.

Convertible promissory notes and notes payable outstanding as of June 30, 2020 are summarized below:

	Maturity Date	June 30, 2020
8% $1,500,000 Convertible Promissory Notes	April 2021	$ 1,500,000
3.75% $150,000 Note Payable	June 2050	150,000
1% $398,945 Note Payable	April 2022	398,945
Total notes payable		2,048,945
Less current portion of notes payable		1,683,595
Notes payable, less current portion		$ 365,350

Future payments on convertible promissory notes and notes payable are as follows:

June 30, 2021	$ 1,683,595
June 30, 2022	224,853
June 30, 2023	8,772
June 30, 2024	8,772
June 30, 2025	8,772
Thereafter	114,181
	$ 2,048,945

Note 10. Related Party Transactions

For the year ended June 30, 2019, the Company contracted with Mr. Good Vape, Inc. for product sales of approximately $1,609, recorded in product costs. Mr. Good Vape, Inc. is partially owned by members of management.

For the year ended June 30, 2019, the Company contracted with Insite Web Development LLC for consulting services for $5,000, recorded in selling, general and administrative expenses. Insite Web Development LLC is partially owned by members of management.

For the year ended June 30, 2020 and June 30, 2019, the Company leased the Las Vegas warehouse from a shareholder for $22,071 per month. This lease ended December 31, 2019 and there were no further liabilities related to this lease. The owner of the warehouse is also related to one of the members of management.

The above related party transactions are not necessarily indicative of the amounts and terms that would have been incurred had comparable transactions been entered into with independent parties.

Note 11. Equity Transactions

Preferred Stock

The Company's Board of Directors has authorized 1,000,000 shares of preferred stock with a par value of $0.001 and issued 500,000 shares of preferred stock. This preferred stock is convertible into a single share of common stock at a price of $0.05 per share of preferred stock with additional terms and conditions determined by the Board of Directors. During the year ended June 30, 2020, an investor converted 500,000 shares of preferred stock into 277,778 shares of common stock for cash proceeds of $50,000.

Common Stock

During the year ended June 30, 2020, the Company issued 13,072 shares of common stock for cash of $20,000. The Company also issued 277,778 shares of common stock for the exercise of an option for $400,000 of cash proceeds and forgiveness of accrued payroll of $25,000 from the investor. Finally, the Company converted preferred stock into 277,778 shares of common stock for cash proceeds of $50,000. The Company issued a total of 568,628 shares of common stock for cash consideration of $470,000 and a reduction of accrued payable of $25,000.

The Company issued 3,153,595 shares of common stock and 500,000 shares of preferred stock for $0.85 per share for cash proceeds of $4,670,000, net of $150,000 offering costs, during the year ended June 30, 2019.

Trunano Labs, Inc. Common Stock

Trunano Labs, Inc. has 10,000,000 shares of common stock authorized with a par value of $0.001. As of June 30, 2020, Trunano Labs, Inc, had 7,261,261 issued and outstanding shares of common stock, of which 5,500,000 is owned by the Company. During the year ended June 30, 2019, Trunano Labs, Inc. issued 1,490,991 shares of common stock for cash proceeds of approximately $1,655,000. During the year ended June 30, 2020, Trunano Labs, Inc. issued 270,270 shares of common stock for cash proceeds of approximately $300,000. Primarily due to the decline in CBD isolate price, there were no operations during the year ended June 30, 2019 for Trunano Labs, Inc. During the year ended June 30, 2020, Trunano Labs, Inc. had a net loss of $5,850.

Shares of common stock of Trunano Labs, Inc. issued and outstanding as of:

	June 30,	
	2020	**2019**
Grove, Inc.	5,500,000	5,500,000
Non-controlling interest	1,761,261	1,490,991
Total shares issued and outstanding	7,261,261	6,990,991

Note 12. Stock Based Compensation

The Company has established a Company an incentive plan, 2019 Equity Incentive Plan (the "2019 Plan"). The plan grants incentives to select persons who can make, are making and continue to make substantial contributions to the growth and success of the Company, to attract and retain the employment and services of such persons and to encourage and reward such contributions by providing these individuals with an opportunity to acquire or increase stock ownership in the Company through either the grant of options or restructured stock. The 2019 Plan is administered by the Compensation Committee or such other committee as is appointed by the Board of Directors pursuant to the 2019 Plan (the "Committee"). The Committee has full authority to administer and interpret the provisions of the 2019 Plan including, but not limited to, the authority to make all determinations with regard to the terms and conditions of an award made under the 2019 Plan. The maximum number of shares that may be granted under the 2019 Plan is 2,777,778.

The Board of Directors of the Company may from time to time, in its discretion grant to directors, officers, consultants and employees of the Company, non-transferable options to purchase common shares. The options are exercisable for a period of up to 10 years from the date of the grant.

The following table reflects the continuity of stock options for the year ended June 30, 2020:

A summary of stock option activity is as follows:

	Options Outstanding	Weighted Average Exercise Price	Average Remaining Contractual Life (Years)	Aggregated Intrinsic Value
Outstanding at June 30, 2018	-	$ -	-	$ -
Granted	1,277,778	1.53	10	-
Exercised	-	-	-	-
Expired	-	-	-	-
Forfeited	-	-	-	-
Outstanding at June 30, 2019	1,277,778	$ 1.53	10	-
Options exercisable at June 30, 2019 (vested)	615,741	1.53	10	-

	Options Outstanding	Weighted Average Exercise Price	Average Remaining Contractual Life (Years)	Aggregated Intrinsic Value
Outstanding at June 30, 2019	1,277,778	$ 1.53	8.5	$ -
Granted	-	-	-	-
Exercised	(277,778)	$ 1.53	-	-
Expired	-	-	-	-
Forfeited	-	-	-	-
Outstanding at June 30, 2020	1,000,000	$ 1.53	8.5	-
Options exercisable at June 30, 2020 (vested)	668,982	0.85	8.5	-

The average fair value of stock options granted was estimated to be $1.03 per share for the period ended June 30, 2019.

Stock-based compensation expense attributable to stock options was approximately $372,770 and $604,557 for the years ended June 30, 2020 and 2019, respectively. As of June 30, 2020, there was approximately $341,706 unrecognized compensation expense related to unvested stock options outstanding, and the weighted average vesting period for those options was 1 years.

The value of each grant is estimated at the grant date using the Black-Scholes option model with the following assumptions for options granted during the year ended 2019. There were no options granted during the year ended June 30, 2020.

	June 30, 2019
Dividend rate	-
Risk free interest rate	2.07%
Expected term	6.5
Expected volatility	74%
Grant date stock price	$ 0.85

The basis for the above assumptions are as follows: the dividend rate is based upon the Company's history of dividends; the risk-free interest rate for periods within the expected term of the option is based on the U.S. Treasury yield curve in effect at the time of grant; the expected term was calculated based on the Company's historical pattern of options granted and the period of time they are expected to be outstanding; and expected volatility was calculated based upon historical trends in Charlotte's Web Holdings, Inc. (CWBHF) stock prices for periods prior to the date the Company's trading information was available. Management selected Charlotte's Web Holdings, Inc. for it length of time as a publicly trading company and the similarities of the business and industry.

Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Based on historical experience of forfeitures, the Company estimated forfeitures at 0% for each of the years ended June 30, 2020 and 2019, respectively.

13. Income Taxes

One Hit Wonder, Inc. has elected S Corporation status for federal income tax and California corporation business tax purposes, Steam Distribution, LLC, Havz, LLC and One Hit Wonder Holdings, LLC elected partnership status for federal income tax and California corporation business tax purposes. Under these elections, the Company is not a taxpaying entity for federal and state income tax purposes and, accordingly, no provision has been made for such income taxes, except for a minimum state corporate business tax. The stockholders' allocable share of the Company's income or loss is reportable on his or her income tax return through May 31, 2019. These entities under Grove, Inc. are tax paying entities and the period from June 1, 2019 to June 30, 2019 remains open and subject to examination by the Internal Revenue Service.

Cresco Management, LLC and SWCH, LLC elected partnership status for federal income tax and California and Delaware corporation business tax purposes, respectively. Under these elections, these Subsidiaries are not a taxpaying entity for federal and state income tax purposes and, accordingly, no provision has been made for such income taxes, except for a minimum state corporate business tax through December 31, 2018. The stockholders' allocable share of the Company's income or loss is reportable on his or her income tax return through December 31, 2018. The Company's 2019 through 2020 tax years remain open and subject to examination by the Internal Revenue Service. Grove had no operations through December 31, 2018. On January 1, 2019 Cresco Management LLC and SWCH, LLC were contributed to Grove, Inc. in a non-taxable transaction. Grove, Inc. consolidated from 2018 to current. The first consolidated tax return for all entities was filed for the tax year December 31, 2019.

The components of the provision for income taxes are as follows:

	2020	2019
Current tax provision	$ -	$ -
Deferred tax provision	-	-
Provision for income taxes	$ -	$ -

The differences between income taxes calculated at the statutory U.S. federal income tax rate and the Company's provision for income taxes are as follows:

	2020	2019
Income tax provision at statutory federal and state tax rate	21%	21%
Valuation allowance	(21)%	(21)%
Provision for income taxes	-	-

The net deferred income tax asset balance related to the following:

	2020	2019
Net operating losses	$ 1,282,394	$ -
Deferred tax provision (credit) related to:		
Temporary differences		
Reward points	9,983	-
Adverse lease	123,553	-
Intangible assets	58,260	-
Stock Options	78,287	-
Allowance for doubtful accounts	2,100	-
Accrued compensation	15,265	
Loss carryforwards	-	-
Valuation allowances	(1,569,836)	-
Provision for income taxes	$ -	$ -

As of June 30, 2020, there were approximately $6,107,000 of losses available to reduce federal taxable income in future years and can be carried forward indefinitely.

Future realization of the tax benefits of existing temporary differences and net operating loss carryforwards ultimately depends on the existence of sufficient taxable income within the carryforward period. As of June 30, 2020, and 2019, the Company performed an evaluation to determine whether a valuation allowance was needed. The Company considered all available evidence, both positive and negative, which included the results of operations for the current and preceding years. The Company also considered whether there was any currently available information about future years. Because long-term contracts are not a significant part of the Company's business, future results cannot be reliably predicted by considering past trends or by extrapolating past results. Moreover, the Company's earnings are strongly influenced by national economic conditions and have been volatile in the past. Considering these factors, the Company determined that it was not possible to reasonably quantify future taxable income. The Company determined that it is more likely than not that all of the deferred tax assets will not be realized. Accordingly, the Company maintained a full valuation allowance as of June 30, 2020 and 2019.

We file federal and state income tax returns in jurisdictions with varying statutes of limitations. Income tax returns generally remain subject to examination by federal and most state tax authorities. We are not currently under examination in any federal or state jurisdiction.

Note 14. Risks and Uncertainties

The Company does not have a concentration of revenues from any individual customer (more than 10%).

There is substantial uncertainty and different interpretations among federal, state and local regulatory agencies, legislators, academics and businesses as to the scope of operation of Farm Bill-compliant hemp programs relative to the emerging regulation of cannabinoids. These different opinions include, but are not limited to, the regulation of cannabinoids by the U.S. Drug Enforcement Administration, or DEA, and/or the FDA and the extent to which manufacturers of products containing Farm Bill-compliant cultivators and processors may engage in interstate commerce. The uncertainties cannot be resolved without further federal, and perhaps even state-level, legislation, regulation or a definitive judicial interpretation of existing legislation and rules. If these uncertainties continue, they may have an adverse effect upon the introduction of our products in different markets.

In December 2019, a novel strain of coronavirus (COVID-19) surfaced. The spread of COVID-19 around the world in the first quarter of 2020 has caused significant volatility in U.S. and international markets. There is significant uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. and international economies and, as such, the Company is unable to predict with certainty the potential impact of COVIT-19 on its business, results of operations, financial condition and cash flows.

Note 15. Segment Information

The Company provides the following segments: (a) product segment and (b) trade show segment.

For the year ended June 30, 2020:

	Product	Trade Show	Total
Revenue	$ 6,159,013	$ 1,253,847	$ 7,412,860
Loss from operations	$ (5,083,654)	$ 244,824	$ (4,838,830)
Other expense	$ 546,542	$ -	$ 546,542
Depreciation expense	$ 217,868	$ -	$ 217,868
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 1,929,028	$ -	$ 1,929,028
Total assets	$ 6,402,205	$ -	$ 6,402,205

For the year ended June 30, 2019:

	Product	Trade Show	Total
Revenue	$ 1,428,302	$ 779,750	$ 2,208,052
(Loss) income from operations	$ (707,431)	$ 118,378	$ (589,053)
Other income	$ (2,013)	$ -	$ (2,013)
Depreciation expense	$ 3,416	$ -	$ 3,416
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 219,448	$ -	$ 219,448
Total assets	$ 7,504,042	$ -	$ 7,504,042

Note 16. Subsequent Events

No material events have occurred after June 30, 2020 that requires recognition or disclosure in the financial statements except as follows:

Acquisition of Infusionz LLC

On July 1, 2020 the Company entered into an Agreement and Plan of Merger with Infusionz LLC (the "Infusionz Agreement") with the Members of Infusionz LLC ("Sellers"). Pursuant to the terms of the Infusionz Agreement on July 1, 2020 the Company acquired 100% of the outstanding interest of Infusionz LLC, a Colorado limited liability company ("Infusionz").

Infusionz LLC (the "Company") was formed in the state of Colorado in May 2016. The Company develops, manufactures and markets products based on Hemp-based Cannabidiol ("CBD") including, but not limited to edibles, tinctures, topicals, capsules and pet products. The Company will also manufacture CBD products for other businesses under their brand and specifications.

Under the purchase method of accounting, the transaction was valued for accounting purposes at an estimated $3,350,000, which was the estimated fair value of the consideration paid by the Company. The estimate was based on the consideration paid or payable of $3,000,000 of common stock value and estimated cash of approximately $350,000, paid based on terms of the agreement. The Company will issue a minimum of 833,334 shares of common stock to the Sellers. At the close of the acquisition, the Company issued 222,223 shares of common stock, valued at the most recent issued price per common share of $1.53 per common share. Based on this valuation of the stock value, the Company will issue an additional 1,738,556 shares of common stock. The shares of common share will be adjusted based on the common share initial public offering price, as per the agreement. The Company issued 83,334 common shares and recorded an acquisition cost of $127,500 as a finder's fee.

The assets and liabilities of Infusionz will be recorded at their respective fair values as of the closing date of the Infusionz Agreement, and the following table summarizes these values based on the estimated balance sheet at July 1, 2020, the effective closing date.

The intangibles will be recorded, based on the Company's estimate of fair value, which are expected to consist primarily of customer lists with an estimated life of five to ten years and goodwill. Upon completion of a purchase price allocation and valuation, the allocation intangible assets will be adjusted accordingly.

Tangible Assets	$ 778,331
Intangible Assets	1,855,873
Goodwill	1,396,276
Liabilities Acquired	(680,480)
Total Purchase Price	$ 3,350,000

Settlement of lease obligation

On December 1, 2020, the Company settled the lease obligation for the facility in Costa Mesa California and paid the settlement fee of $180,000 on December 4, 2020. The settlement resolved all the Company's obligations for this facility. As of June 30, 2020, the Company had recorded $502,845 in operating lease payable and accrued lease payments of $64,721. Based on the June 30, 2020 accruals, the Company will realize a gain of approximately $387,556 from the settlement of the liability.

Other Subsequent Events

On November 1, 2020 the Company issued 101,389 shares of Common Stock in relations to the acquisition of Infusionz LLC. The shares were issued at a $1.53 per common share with adjustments to the final number of shares and value based on the acquisition agreement.

On December 7, 2020 the Company entered into a note agreement for total proceeds of $750,000 with a related party. The principal and interest of the note is payable in full in December 2022. The note bears interest at 2% and is unsecured. The Company expects to repay the note in full during February 2021.

On January 4, 2021 the Company paid the former members of Infusionz LLC $75,000 as per the acquisition agreement.

On February 1, 2021 the Company issued 101,389 shares of Common Stock in relations to the acquisition of Infusionz LLC. The shares were issued at a $1.53 per common share with adjustments to the final number of shares and value based on the acquisition agreement.

On February 2, 2021 the Company sold the 500,000 shares of Preferred Stock to Allan Marshall, CEO for net proceeds of $50,000.

On February 8, 2021, the Shareholders consented, and the Board of Directors approved the amendment of the Stock Option Plan to increase the maximum number of Shares that may be issued thereunder by 2,777,778 Shares to 5,555,555 Shares.

On February 8, 2021, the Shareholders consented, and the Board of Directors approved the Reverse Stock Split at the rate of 1 share of Common Stock for each 1.8 shares of Common Stock of the Company issued and outstanding (rounded up to the nearest whole number after giving effect to the Reverse Stock Split) on the Record Date of February 5, 2021.

On February 8, 2021, the Board of Directors approved the officers of the Company to file a Registration Statement on Form S-1 (the "Registration Statement") to be prepared for the purposes of registering (i) up to $20,000,000 of Common Stock at a purchase price of no less than $4.50 per share (post reverse split), including an over-allotment option for the underwriter named therein (the "Underwriter") to purchase additional shares of Common Stock amounting to 15% of the number of shares of Common Stock offered to the public; and (ii) a warrant to be issued to the Underwriter for the purchase of shares of Common Stock (the "Underwriter Warrant"); and (iii) the shares of Common Stock underlying the Underwriter Warrant (collectively, the "Securities").

In February and March 2020, the Company entered into convertible promissory notes (Notes) for total proceeds of $1,000,000. The term of the notes is two years and bear interest at the rate of 8% per annum, compounded annually. The notes and accrued interest are automatically converted into any initial public offering by the Company at a rate of seventy five percent of the initial public offering price of the shares of capital stock of the Company sold in the initial public offering.

GROVE
UNAUDITED CONDENSED CONSOLDIATED BALANCE SHEETS

	December 31, 2020	June 30, 2020
ASSETS		
Current assets		
Cash	$ 1,197,981	$ 887,517
Accounts receivable, net (allowance for doubtful accounts was $25,000 and $10,000, respectively)	228,812	165,147
Other receivables	-	72,000
Inventory	1,834,838	1,448,448
Prepaid expenses	236,507	76,562
Total current assets	3,498,138	2,649,674
Property and equipment, net	1,608,289	1,687,273
Intangible assets, less accumulated amortization	2,208,261	1,240,260
Goodwill	2,413,815	493,095
Other assets	37,068	37,068
Right-of-use asset	253,825	294,835
Total other assets	6,521,258	3,752,531
Total assets	$ 10,019,396	$ 6,402,205
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 572,469	$ 484,333
Accrued compensation	450,573	195,399
Deferred revenue	451,883	473,320
Accrued liabilities	215,079	221,664
Acquisition payable	2,654,875	-
Current portion of notes payable	254,172	183,595
Note payable-related party	750,000	-
Convertible note payable	1,500,000	1,500,000
Current portion of operating lease payable	241,807	461,123
Total current liabilities	7,090,858	3,519,434
Notes payable, net of current portion	591,873	365,350
Operating lease payable, net of current portion	13,894	338,040
Total long-term liabilities	605,767	703,390
Commitments and contingencies	-	-
Stockholders' equity		
Common stock, $0.001 par value, 100,000,000 shares authorized, and 11,906,945 and 10,222,223 shares issued and outstanding, respectively	11,907	10,223
Additional paid in capital	10,116,401	7,314,341
Accumulated deficit	(7,805,537)	(7,098,984)
Total stockholders' equity	2,322,771	225,580
Non-controlling interest in subsidiary	-	1,953,801
Total equity	2,322,771	2,179,381
Total liabilities and stockholders' equity	$ 10,019,396	$ 6,402,205

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

GROVE
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Month's Ended December 31,		Six Month's Ended December 31,	
	2020	**2019**	**2020**	**2019**
Revenue				
Product revenue	4,164,894	796,209	7,102,336	2,465,372
Trade show revenue	-	1,253,847	-	1,253,847
	4,164,894	2,050,056	7,102,336	3,719,219
Product costs	2,234,259	1,128,135	3,853,467	2,110,427
Trade show costs	-	563,971	-	563,971
	2,234,259	1,692,106	3,853,467	2,674,398
Gross profit	1,930,635	357,950	3,248,869	1,044,821
Operating expenses				
Sales and marketing	459,446	620,429	824,704	925,309
General and administrative expenses	1,545,981	1,172,825	3,129,622	2,410,783
Professional fees	168,503	597,289	297,924	675,301
	2,173,930	2,390,543	4,252,250	4,011,393
Loss from operations	(243,295)	(2,032,593)	(1,003,381)	(2,966,572)
Other expense (income), net				
Other expense (income), net	(4)	-	6,292	-
Settlement of cancelled lease	(387,860)	-	(387,860)	-
Interest expense (income), net	42,049	34,087	84,740	33,462
Other expense (income), net	(345,815)	34,087	(296,828)	33,462
Income (loss) before income tax	102,520	(2,066,680)	(706,553)	(3,000,034)
Income tax expense		-		-
Net income (loss)	102,520	(2,066,680)	(706,553)	(3,000,034)
Basic income (loss) per share	$ 0.01	$ (0.20)	$ (0.06)	$ (0.30)
Diluted income (loss) per share	$ 0.01	$ (0.20)	$ (0.06)	$ (0.30)
Weighted average shares outstanding	13,455,013	10,189,010	11,830,013	9,973,288

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements

GROVE
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Stock Shares	Preferred Stock Par	Common Stock Shares	Stock Par	Paid In Capital	Accumulated Deficit	Non-controlling Interest	Total Shareholders' Equity
2019								
Balance, June 30, 2019	500,000	$ 500	9,653,595	$ 9,654	$ 6,446,640	$ (1,715,311)	$ 1,655,000	$ 6,396,483
Conversion of preferred stock to common stock for cash	(500,000)	(500)	277,778	278	50,222	-	-	50,000
Common stock issued for cash	-	-	13,072	13	19,987	-		20,000
Trunano subsidiary stock issued for cash	-	-	-	-	-	-	300,000	300,000
Amortization of stock options	-	-	-	-	93,193	-	-	93,193
Net loss	-	-	-	-	-	(933,354)	-	(933,354)
Balance, September 30, 2019	-	$ -	9,944,445	$ 9,945	$ 6,610,042	$ (2,648,665)	$ 1,955,000	$ 5,926,322
Amortization of stock options	-	-	-	-	93,193	-	-	93,193
Common stock issued for cash	-	-	277,778	278	424,722	-		425,000
Net loss	-	-	-	-	-	(2,066,680)	-	(2,066,680)
Balance, December 31, 2019	-	$ -	10,222,223	$ 10,223	$ 7,127,957	$ (4,715,345)	$ 1,955,000	$ 4,377,835
2020								
Balance, June 30, 2020	-	$ -	10,222,223	$ 10,223	$ 7,314,341	$ (7,098,984)	$ 1,953,801	$ 2,179,381
Conversion of Trunano subsidiary stock into Grove common stock	-	-	1,277,778	1,278	1,952,523	-	(1,953,801)	-
Issuance of common stock for acquisition	-	-	222,223	223	339,777	-	-	340,000
Issuance of common stock for acquisition costs			83,334	83	127,417	-	-	127,500
Amortization of stock options	-	-	-	-	93,193	-	-	93,193
Net loss	-	-	-	-	-	(809,073)	-	(809,073)
Balance, September 30, 2020	-	$ -	10,805,558	$ 11,807	$ 9,827,251	$ (7,908,057)	$ -	$ 1,931,001
Amortization of stock options	-	-	-	-	134,125	-	-	134,125
Issuance of common stock for acquisition	-	-	101,389	100	155,025	-	-	155,125
Net income	-	-	-	-	-	102,520	-	102,520
Balance, December 31, 2020	-	$ -	11,906,945	$ 11,907	$ 10,116,401	$ (7,805,537)	$ -	$ 2,322,771

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements

GROVE
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Six months ended December 31,	
	2020	**2019**
Cash flows from operating activities		
Net loss	$ (706,553)	$ (3,000,034)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	503,244	274,239
Inventory write-offs	156,844	-
Shares issued for services	127,500	-
Provision for doubtful accounts and bad debt expense	1,165	141,541
Loss on sale of equipment	6,292	-
Stock based compensation	227,317	186,386
Changes in assets and liabilities, net of acquired amounts		
Accounts receivable	(12,358)	(92,497)
Other receivables	-	(60,139)
Inventory	(368,389)	(536,912)
Prepaid expenses and other assets	(151,455)	(405,350)
Accounts payable and accrued liabilities	(319,068)	99,767
Deferred revenue	(133,860)	164,412
Net cash used in operating activities	(669,321)	(3,228,587)
Cash flows from investing activities		
Acquisition of Infusionz, Inc., net of cash acquired	212,122	-
Proceeds from sale of property and equipment	64,000	-
Acquisition of property and equipment	(34,337)	(1,899,868)
Net cash provided by (used in) investing activities	241,785	(1,899,868)
Cash flows from financing activities		
Proceeds from issuance of common stock, net	-	495,000
Proceeds from issuance of non-controlling interest	-	300,000
Proceeds from issuance of related party note payable	750,000	
Payment of note payable	(12,000)	
Proceeds from issuance of note payable	-	1,500,000
Net cash provided by financing activities	738,000	2,295,000
Net increase (decrease) in cash	310,464	(2,833,455)
Cash, beginning of period	887,517	3,697,432
Cash, end of period	$ 1,197,981	$ 863,977
Supplemental cash flow disclosures		
Interest paid	$ -	$ -
Income tax paid	$ -	$ -
Non-cash financing activities		
Issuance of common stock for acquisition of Infusionz	$ 495,125	$ -
Repayment of Infusionz LLC debt to Grove, Inc.	$ 72,000	$ -
Liabilities assumed from acquisition of Infusionz	$ (680,480)	$ -

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements

GROVE INC.
Notes to Unaudited Condensed Consolidated Financial Statements
Three and Six Months Ended December 31, 2020 and 2019

Note 1. Background Information

We are in the business of developing, producing, marketing, and selling raw materials, white label products and end consumer products containing the hemp plant extract, Cannabidiol ("CBD"). We sell to numerous consumer markets including the nutraceutical, beauty care, pet care and functional food sectors. We seek to take advantage of an emerging worldwide trend to re-energize the production of industrial hemp and to foster its many uses for consumers.

In addition, we are an operator of an annual tradeshow in the United States related to the CBD industry.The Company only has one trade show, CBD.IO, which is held in November each year. Because event revenue is recognized when a particular event is held, the Company experiences fluctuations in quarterly revenue based on the completion of the trade show event.

Grove Inc. (the "Company") is a Nevada Corporation and has eight wholly owned subsidiaries, Trunano Labs, Inc., a Nevada corporation, Cresco Management, a California corporation, Steam Distribution, LLC, a California limited liability company; One Hit Wonder, Inc., a California corporation; Havz, LLC, d/b/a Steam Wholesale, a California limited liability company, and One Hit Wonder Holdings, LLC a California corporation, Infusionz LLC, a Colorado corporation and SWCH, a Delaware corporation.

On July 1, 2020, the noncontrolling shareholders of the Company's subsidiary, Trunano Labs Inc., converted 1,761,261 shares of Trunano Labs, Inc. stock, representing all the outstanding stock by minority interest holders, into 1,277,778 shares of Grove Inc. common stock, 10.8% of the then outstanding shares. As of July 1, 2020, Trunano Labs, Inc. is a wholly owned subsidiary of Grove Inc.

On July 1, 2020, the Company entered into an Agreement and Plan of Merger with Infusionz LLC (the "Infusionz Agreement") with the members of Infusionz LLC (the "Sellers"). Pursuant to the terms of the Infusionz Agreement, on July 1, 2020, the Company acquired 100% of the outstanding membership interests of Infusionz LLC, a Colorado limited liability company ("Infusionz").

Liquidity and Going Concern

The Company experienced significant net losses in the year's ended June 30, 2020 and 2019. Management has implemented a strategy which includes cost reductions and consolidation of certain operating activities to gain efficiencies as well as identifying strategic acquisitions, financed primarily through a combination of the issuance of equity and debt, to improve the overall profitability and cash flows of the Company. As of April 1, 2020, the Company ceased production operations in California and has consolidated operations into a single location in Nevada. These factors raise substantial doubts about the Company's ability to continue as a going concern. The condensed consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classification of liabilities that might be necessary in the event that the Company cannot continue as a going concern.

As of December 31, 2020, the Company had cash of $1,197,981 and a working capital deficit of $3,592,720.

The ability to continue as a going concern is dependent upon the Company generating profitable operations in the future and/or obtaining the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. Management intends to finance operating costs over the next twelve months from the date of the issuance of these condensed consolidated financial statements with existing cash on hand and/or the private placement of common stock. There is, however, no assurance that the Company will be able to raise any additional capital through any type of offering on terms acceptable to the Company, as existing cash on hand will be insufficient to finance operations over the next twelve months. If the Company were not able to raise the necessary additional capital, the Company could be required to accept less than desirable terms for equity and debt financings, selling, leasing or monetizing assets, divestitures of investment and overall cost cutting of operational and administrative expenses, all having negative impacts to the operations.

Basis of Presentation and Principles of Consolidation

The Company's condensed consolidated financial statements are prepared in accordance with accounting principles general accepted in the United States ("GAAP"). The condensed consolidated financial statements include the accounts of all subsidiaries in which the Company holds a controlling financial interest as of December 31, 2020 and June 30, 2020.

In the opinion of management, the unaudited interim condensed consolidated financial statements reflect all adjustments of a normal recurring nature that are necessary for a fair presentation of the results for the interim periods presented. All significant intercompany transactions and balances are eliminated in consolidation. However, the results of operations included in such financial statements may not necessary be indicative of annual results.

The Company uses the same accounting policies in preparing quarterly and annual financial statements. Certain information and footnote disclosures normally included in the annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") have been condensed or omitted. These unaudited condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and notes thereto included in the Company's annual audited consolidated financial statements as of and for the years ended June 30, 2020 and 2019 incorporated in this registration statement.

Note 2. Acquisition

Infusionz LLC

On July 1, 2020 the Company entered into an Agreement and Plan of Merger with Infusionz LLC (the "Infusionz Agreement") with the Members of Infusionz LLC ("Sellers"). Pursuant to the terms of the Infusionz Agreement on July 1, 2020 the Company acquired 100% of the outstanding interest of Infusionz LLC, a Colorado corporation ("Infusionz").

Infusionz LLC was incorporated in the state of Colorado in May 2016. The Infusionz, Inc. develops, manufactures, and markets products based on Hemp-based Cannabidiol ("CBD") including, but not limited to edibles, tinctures, topicals, capsules and pet products, similar to the same products Grove, Inc. manufactures and markets. Infusionz Inc. will also manufacture CBD products for other businesses under their brand and specifications, similar to Grove, Inc.

Under the purchase method of accounting, the transaction was valued at an estimated fair value of $3,350,000. The estimate was based on the consideration paid or payable, consisting of $3,000,000 of equity consideration payable in the form of the Company's common stock and cash consideration of approximately $350,000, paid based on terms of the Infusionz Agreement. The Company will issue a minimum of 833,334 shares of common stock Per the Infusionz Agreement, the number of shares of the Company's Common Stock to be issued to the Sellers will be based on $3.60 per share; provided however, that in the event of and upon any public offering of the Company's common stock, if the 'offering price' of the Company's successful underwritten initial public offering of the Company's Common Stock is lower than $3.60 per share (post reverse split), the Company shall promptly issue such additional shares proportionately to each of the Sellers necessary to bring the value of the equity consideration to a total of $3,000,000.

On July 1, 2020, the closing of the acquisition, the Company issued 222,223 shares of Common Stock (post-reverse split) to the Sellers, based on the most recent price of $1.80 per share of Common Stock. The Company has an accrued acquisition payable of $2,654,875 accrued for the cash and stock to be issued related to the Infusionz Agreement.

Since the closing of the acquisition, the Company has issued an additional 101,392 shares of common stock to the Sellers based on the most recent price of $1.53 per share of Common Stock. Based on this valuation, the Company will issue an additional 1,725,490 shares of Common Stock (post reverse split) to the Sellers in equity consideration, as adjusted based on the initial public offering price, pursuant to the Infusionz Agreement as set forth below.

The Company's equity and cash consideration payment schedule pursuant to the Infusionz Agreement is as follows (post-reverse split):

Date	Cash	Shares of Common Stock
July 1, 2020	$ 300,000	222,223
December 31, 2020	$ 75,000	-
November 1, 2020	-	101,392
February 1, 2021	-	101,392
March 31, 2021	$ 75,000	-
June 1, 2021	-	101,392
September 1,2021	-	306,935
Total Consideration	$ 450,000	833,334
True-up equity consideration	-	-

Acquisition payable:

Date	Consideration
Acquisition	3,350,000
July 1, 2020 - cash	$ (200,000)
July 1, 2020 - equity consideration(400,000 common shares of the acquirer) *	(340,000)
November 1, 2020 - equity consideration (182,500 common shares of the acquirer) *	(155,125)
Acquisition payable	2,654,875**

*stock consideration was valued at $1.53 per common share as that was the last purchase price of the stock.
**$150,000 in cash consideration and $2,504,875 in equity consideration.

Subsequent to December 31, 2020, the Company has issued to the Sellers, in the aggregate, an additional 101,392 shares of Common Stock in equity consideration, valued at the most recent issued price of $1.80 per share of Common Stock, and $75,000 in cash consideration.

The assets and liabilities of Infusionz are recorded at their respective fair values as of the closing date of the Infusionz Agreement, and the following table summarizes these values based on the balance sheet at July 1, 2020, the effective closing date.

Tangible Assets	$ 778,331
Intangible Assets	1,855,873
Goodwill	1,396,276
Liabilities Acquired	(680,480)
Total Purchase Price	$ 3,350,000

Customer Relationships	$ 378,749
Trade Name	876,088
Non-compete	76,592
Goodwill	1,920,720
Intangible Assets and Goodwill from Purchase	$ 3,252,149

Consolidated pro-forma unaudited financial statements.

The following unaudited pro forma combined financial information is based on the historical financial statements of the Company and Infusionz, Inc, after giving effect to the Company's acquisition as if the acquisitions occurred on July 1, 2019.

The following unaudited pro forma information does not purport to present what the Company's actual results would have been had the acquisitions occurred on July 1, 2019, nor is the financial information indicative of the results of future operations. The following table represents the unaudited consolidated pro forma results of operations for the three and six month ended December 31, 2019 as if the acquisition occurred on July 1, 2019. Operating expenses have been increased for the amortization expense associated with the fair value adjustment of definite lived intangible assets of approximately $397,380 per year.

Pro Forma, unaudited	Three Months Ended December 31, 2019	Six Months Ended December 31, 2019
Net sales	$ 3,168,855	$ 5,743,698
Cost of sales	$ 2,453,889	$ 4,153,139
Operating expenses	$ 2,867,533	$ 4,990,558
Net income (loss)	$ (2,187,251)	$ (3,434,426)
Basic income (loss) per common share	(0.11)	(0.17)

The Company's consolidated financial statements for the three and six months ended December 31, 2020 include the actual results of Infusionz, Inc. Revenue and net loss for Infusionz, Inc. included in the statement of operations for the three months ended December 31, 2020 was $937,800 and $111,795, respectively. Revenue and net loss for Infusionz, Inc. included in the statement of operations for the six months ended December 31, 2020 was $1,875,550 and $184,394, respectively.

Note 3. Inventory

Inventory consisted of the following:

	December 31, 2020	June 30, 2020
Raw materials	$ 1,040,642	$ 730,000
Finished goods	794,196	718,448
	$ 1,834,838	$ 1,448,448

For the six months ended December 31, 2020 and 2019 we wrote off inventory valued at $156,844 and $0 with the corresponding adjustments in cost of goods sold, respectively.

The Company reviews the inventory level of all products and raw materials quarterly. For most products that have been in the market for one year or greater, we consider inventory levels of greater than one year's sales to be excess or other items that show slower than projected sales. Due to limited market penetration for our products, we have decided to provide a 50% allowance against certain raw materials and finished products. Products that are no longer part of the current product offering are considered obsolete. The potential for re-sale of slow-moving and obsolete inventories is based upon our assumptions about future demand and market conditions. The recorded cost of obsolete inventories is then reduced to zero and the slow-moving and obsolete inventory is written off and are recorded as charges to cost of goods sold. All adjustments for obsolete inventory establish a new cost basis for that inventory as we believe such reductions are permanent declines in the market price of our products. Generally, obsolete inventory is sold to companies that specialize in the liquidation, while we continue to market slow-moving inventories until they are sold or become obsolete. As obsolete or slow-moving inventory is sold or disposed of, we write it off.

Note 4. Property and Equipment

Property and equipment consist of the following:

	December 31, 2020	June 30, 2020
Furniture and fixtures	$ 8,667	$ 4,167
Computer equipment	53,710	48,606
Manufacturing equipment	54,845	45,692
Leasehold improvements	1,833,877	1,787,200
Vehicles	9,500	-
Property and equipment, cost	1,960,599	1,885,665
Less accumulated depreciation	(352,310)	(198,392)
Property and equipment, net	$ 1,608,289	$ 1,687,273

During the six months ended December 31, 2020, the Company sold manufacturing equipment with a carrying value of $79,999 for cash proceeds of $64,000 which resulting in a loss on the disposal of $6,292.

Depreciation expense for the three and six months ended December 31, 2020 was $69,786 and $139,815, respectively. Depreciation expense for the three and six months ended December 31, 2019 was $61,921 and $76,993, respectively.

Note 5. Intangible Assets

As of December 31, 2020

	Cost	Accumulated Amortization	Net Book Value
Customer relationships	$ 2,075,347	$ 584,217	$ 1,491,130
Trade name	845,305	185,618	659,687
Non-compete	76,592	19,148	57,444
	$ 2,997,244	$ 788,983	$ 2,208,261

As of June 30, 2020

	Cost	Accumulated Amortization	Net Book Value
Customer relationships	$ 1,199,260	$ 324,467	$ 874,793
Trade name	466,555	101,088	365,467
	$ 1,665,815	$ 425,555	$ 1,240,260

For the three and six months ended December 31, 2020, the Company amortized $181,714 and $363,428, respectively and for the three and six months ended December 31, 2019, the Company amortized $98,281 and $229,323, respectively, related to the customer list and trade name intangible asset. The customer list is being amortized on a straight-line basis over 4 years. The trade names are being amortized on a straight-line basis over 5 years. The employee contracts - non compete are being amortized on a straight-line basis over 2 years.

Future amortization of intangible assets are as follows:

June 30, 2021	$ 395,252
June 30, 2022	790,504
June 30, 2023	591,833
June 30, 2024	309,227
June 30, 2025	75,750
	$ 2,162,566

Note 6. Operating Leases

During November 2019, the Company entered into a lease for a Nevada facility that commenced on November 13, 2019 and recorded a right of use asset and corresponding lease liability. The Company uses this leased facility for office, manufacturing, and warehouse space. The Company is responsible for real estate taxes, utilities, and repairs under the terms of certain of the operating leases. Therefore, all lease and non-lease components are combined and accounted for as single lease component. Lease expense was $135,237 and $173,232 for the three and six months ended December 31, 2020, respectively.

During July 2019, the Company entered a lease for a California facility that commenced on July 1, 2019 and recorded a right of use asset and corresponding lease liability. In March 2020, the Company consolidated operations to its Nevada facility and abandoned its manufacturing and sales facility in Costa Mesa. For the year ended June 30, 2020 the Company recorded an impairment loss of $558,918 and subsequently negotiated a settlement for this liability and recognized a gain of $387,860 in December of 2020.

During September 2020, the Company entered into a one-year lease for a Colorado facility that commenced on September 1, 2020 and recorded a right of use asset and corresponding lease liability. The Company uses this facility for office and manufacturing space. Lease expense was $18,600 and $24,800 for the three and six months ended December 31, 2020, respectively.

During November 2018, the Company entered into a lease for equipment that commenced on November 1, 2018 and recorded a right of use asset and corresponding lease liability. Lease expense was $1,686 and $3,372 for the three and six months ended December 31, 2020, respectively.

The Company's weighted average remaining lease term and weighted average discount rate for operating leases as of December 31, 2020 are:

Weighted average remaining lease term	12 Months
Weighted average incremental borrowing rate	5.0%

For the six months ended December 31, 2020, the components of lease expense, included in general and administrative expenses and interest expense in the condensed consolidated statements of operations income, are as follows:

Operating lease cost:	
Operating lease cost	$ 141,997
Amortization of ROU assets	$ 134,873
Interest expense	7,124
Total lease cost	$ 283,994

The table below reconciles the undiscounted future minimum lease payments (displayed by year and in the aggregate) under noncancelable operating leases with terms of more than one year to the total operating lease liabilities recognized in the condensed consolidated balance sheet as of December 31, 2020:

2021	$ 247,243
2022	6,744
2023	6,744
2024	1,124
Total undiscounted future minimum lease payments	261,855
Less: Imputed interest	(6,154)
Present value of operating lease obligation	$ 255,701

Note 7. Accrued Liabilities

Accrued liabilities consist of the following:

	December 31, 2020	June 30, 2020
Accrued expenses for loyalty program	$ 49,711	$ 47,400
Accrued interest	165,355	93,543
Other accrued liabilities	13	80,721
	$ 215,079	$ 221,664

Note 8. Convertible Promissory Notes and Notes Payable

Convertible promissory notes and notes payable outstanding as of December 31, 2020 are summarized below:

	Maturity Date	December 31, 2020
8% $1,500,000 Convertible Promissory Notes	April 2021	$ 1,500,000
3.75% $150,000 Note Payable	June 2050	150,000
1% $398,945 Note Payable	April 2022	398,945
1% $297,100 Note Payable	May 2022	297,100
2% $750,000 Note Payable, related party	December 2022	750,000
Total notes payable		3,096,045
Less current portion of notes payable		2,504,172
Notes payable, less current portion		$ 591,873

Future payments on convertible promissory notes and notes payable are as follows:

June 30, 2021	$ 2,504,172
June 30, 2022	451,376
June 30, 2023	8,772
June 30, 2024	8,772
June 30, 2025	8,772
Thereafter	114,181
	$ 3,096,045

During October of 2019, the Company entered into convertible promissory notes (Notes) for total proceeds of $1,500,000. The principal and interest of the Notes are payable in full at the maturity date of April 2021, if not previously converted. The Notes have an interest rate of 8%, total accrued interest is to be repaid at maturity, and are convertible into common stock if the Company enters a “Financing” arrangement which results in the Company’s common stock becoming listed or trading. The conversion rate would be equal to the price of the Company’s common stock sold in the “Financing”.

On April 28, 2020, the Company entered a Paycheck Protection Program loan for $398,945 in connection with COVID-19. The promissory note has a fixed payment schedule, commencing seven months following the funding of the note and consisting of seventeen monthly payments of principal and interest, with the principal component of each payment based upon the level of amortization of principal over a two year period from the funding date. A final payment for the unpaid principal and accrued interest will be payable no later than April 28, 2022. The note bears interest at a rate of 1.00% per annum and is deferred for the first six months of the loan. Certain portions of the loan may qualify for loan forgiveness based on the terms of the program.

On May 13, 2020, Infusionz entered a Paycheck Protection Program loan for $297,100 in connection with COVID-19. The promissory note has a fixed payment schedule, commencing seven months following the funding of the note and consisting of seventeen monthly payments of principal and interest, with the principal component of each payment based upon the level of amortization of principal over a two year period from the funding date. A final payment for the unpaid principal and accrued interest will be payable no later than May 13, 2022. The note bears interest at a rate of 1.00% per annum and is deferred for the first six months of the loan. Certain portions of the loan may qualify for loan forgiveness based on the terms of the program.

On June 3, 2020, the Company entered a loan for $150,000 with the Small Business Administration. The promissory note has a fixed payment schedule commencing on June 3, 2021, consisting of principal and interest payments of $731 monthly. The balance of the principal and interest will payable thirty years from the date of the promissory note. The note bears interest at a rate of 3.75% per annum. The loan is collateralized by any and all tangible and intangible properties of the Company.

During December 2020, the Company entered into a note agreement for total proceeds of $750,000 with the Chief Executive Officer of the Company, a related party. The principal and interest of the note is payable in full in December 2022. The note bears interest at 2% and is unsecured. The Company expects to repay the note in full during February 2021.

Note 9. Related Party Transactions

For the six months ended December 31, 2019, the Company leased the Las Vegas warehouse from a shareholder for $22,071 per month. This lease ended December 31, 2019 and there were no further liabilities related to this lease. The owner of the warehouse is also related to one of the members of management.

During the six months ended December 31, 2020 the Company contracted with J Charles Management to provide sales services of $3,481. J Charles Management is partially owned by a member of Infusionz LLC.

During the six months ended December 31, 2020 the Company paid expenses to NRW Ventures LLC of $9,420 as reimbursement for operational expenses paid by Reido Distributors on behalf of the Company. NRW Ventures LLC is partially owned by the current CEO and owner of Infusionz LLC.

During the six months ended December 31, 2020 the Company paid expenses to Reido Distributors of $23,686 as reimbursement for operational expenses paid by Reido Distributors on behalf of the Company. Reido Distributors is partially owned by a member of Infusionz LLC.

During the six months ended December 31, 2020 the Company repaid a note from one of the members of management. The loan was $12,000 and was due upon demand.

During the six months ended December 31, 2020 the Company received a note from one of the members of management. The loan was $750,000, two years and has an interest rate of 2%. Management expects to repay the loan in less than 12 months and is classified as current on the balance sheet.

The above related party transactions are not necessarily indicative of the amounts and terms that would have been incurred had comparable transactions been entered into with independent parties.

Note 10. Equity Transactions

Preferred Stock

The Company's Board of Directors has authorized 1,000,000 shares of preferred stock with a par value of $0.001 and issued 500,000 shares of preferred stock. This preferred stock is convertible into a single share of common stock at a price of $0.05 per share of preferred stock with additional terms and conditions determined by the Board of Directors. During the year ended June 30, 2020, an investor converted 277,778 shares of preferred stock into 500,000 shares of common stock for cash proceeds of $50,000.

Common Stock

During the six months ended December 31, 2019, the Company issued 290,850 shares of common stock for cash consideration of $420,000 and a reduction of accrued payable of $25,000.

During the six months ended December 31, 2020, the Company issued 323,612 shares of common stock for the acquisition of Infusionz. The shares were valued at $495,125 or $0.85 per share, as this was the last transaction price. In addition, the Company issued 83,334 shares of common stock valued at $127,500 for acquisition costs.

Trunano, Inc. Common Stock

Trunano, Inc. has 10,000,000 shares of common stock authorized with a par value of $0.001. As of June 30, 2020, Trunano, Inc, had 7,261,261 issued and outstanding shares of common stock, of which 5,770,270 is owned by the Company. During the three months ended September 30, 2019, Trunano, Inc. issued 270,270 shares of common stock for cash proceeds of $300,000. Primarily due to the decline in CBD isolate price, there were no operations during the six months ended December 31, 2020 or 2019 for Trunano, Inc.

On July 1, 2020 the noncontrolling shareholders of the Company's subsidiary, Trunano Labs Inc., converted 1,761,261 shares of Trunano Labs, Inc. stock, representing all the outstanding stock by minority interest holders, into 1,277,778 shares of the Company's Common Stock, 10.8% of the then outstanding shares. As of July 1, 2020, Trunano Labs, Inc. is a wholly owned subsidiary of Grove Inc.

Note 11. Stock Based Compensation

The Board of Directors of the Company may from time to time, in its discretion grant to directors, officers, consultants and employees of the Company, non-transferable options to purchase common shares. The options are exercisable for a period of up to 10 years from the date of the grant.

The following table reflects the continuity of stock options for the six months ended December 31, 2020:

A summary of stock option activity is as follows:

	Options Outstanding	Weighted Average Exercise Price	Average Remaining Contractual Life (Years)	Aggregated Intrinsic Value
Outstanding at June 30, 2020	1,000,000	$ 1.80	8.25	$ -
Granted	222,223	1.80	1.58	-
Exercised				
Expired				
Forfeited				
Outstanding at December 31, 2020	1,222,223	$ 1.80	7.2	-
Options exercisable at December 31, 2020 (vested)	895,834	1.80	8.1	-

Stock-based compensation expense attributable to stock options was $93,193 and $93,193 for the three months ended December 31, 2020 and 2019, respectively, and for the six months ended December 31, 2020 and 2019 was $227,318 and $186,386, respectively. As of December 31, 2020, there was $310,863 of unrecognized compensation expense related to unvested stock options outstanding, and the weighted average vesting period for those options was 1 years.

Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Based on historical experience of forfeitures, the Company estimated forfeitures at 0% for each of the three and six months ended December 31, 2020 and 2019, respectively.

Note 12. Risks and Uncertainties

There is substantial uncertainty and different interpretations among federal, state and local regulatory agencies, legislators, academics and businesses as to the scope of operation of Farm Bill-compliant hemp programs relative to the emerging regulation of cannabinoids. These different opinions include, but are not limited to, the regulation of cannabinoids by the U.S. Drug Enforcement Administration, or DEA, and/or the FDA and the extent to which manufacturers of products containing Farm Bill-compliant cultivators and processors may engage in interstate commerce. The uncertainties cannot be resolved without further federal, and perhaps even state-level, legislation, regulation or a definitive judicial interpretation of existing legislation and rules. If these uncertainties continue, they may have an adverse effect upon the introduction of our products in different markets.

In December 2019, a novel strain of coronavirus (COVID-19) surfaced. The spread of COVID-19 around the world in 2020 has caused significant volatility in U.S. and international markets. There is significant uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. and international economies and, as such, the Company has transition to a combination of work from home and social distancing operations and there has been minimal impact to our internal operations from the transition. The Company is unable to determine if there will be a material future impact to its customers' operations and ultimately an impact to the Company's overall revenues.

Note 13. Significant Customers

The Company had two significant customers in the three and six months ended December 31, 2020, there were no significant customers during the three and six months ended December 31, 2019. A significant customer is defined as one that makes up ten percent or more of total revenues in a particular quarter or ten percent of outstanding accounts receivable balance as of the year end. Such significant customers purchased product by purchase order at negotiated prices and there were no agreements for future orders.

Net revenues for the three months ended December 31, 2020 include revenues from significant customers in the product segment as follows:

	Three Months Ended December 31,	
	2020	2019
Customer A	12%	0%
Customer B	10%	0%

	Six Months Ended December 31,	
	2020	2019
Customer A	11%	0%
Customer B	7%	0%

Accounts receivable balances as of December 31, 2020 from significant customers are as follows:

	December 31, 2020
Customer A	84%
Customer B	0%

Note 14. Segment Information

The Company provides the following segments: (a) product segment and (b) trade show segment.

For the three month's ended December 31, 2020:

	Product	Trade Show	Total
Revenue	$ 4,164,894	$ -	$ 4,164,894
Income from operations	$ (275,451)	$ -	$ (275,451)
Other (income) expense	$ (345,815)	$ -	$ (345,815)
Depreciation expense	$ 69,788	$ -	$ 69,788
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 28,883	$ -	$ 28,883
Total assets	$ 10,019,396	$ -	$ 10,019,396

For the six month's ended December 31, 2020:

	Product	Trade Show	Total
Revenue	$ 7,102,336	$ -	$ 7,102,336
Income from operations	$ (1,035,537)	$ -	$ (1,035,537)
Other (income) expense	$ (296,828)	$ -	$ (296,828)
Depreciation expense	$ 139,815	$ -	$ 139,815
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plan and equipment	$ 34,337	$ -	$ 34,337
Total assets	$ 10,019,396	$ -	$ 10,019,396

For the three month's ended December 31, 2019:

	Product	Trade Show	Total
Revenue	$ 796,209	$ 1,253,847	$ 2,050,056
Income from operations	$ (2,277,417)	$ 244,824	$ (2,032,593)
Other (income) expense	$ 34,087	$ -	$ 34,087
Depreciation expense	$ 61,921	$ -	$ 61,921
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 28,883	$ -	$ 28,883
Total assets	$ 7,336,240	$ -	$ 7,336,240

For the six month's ended December 31, 2019:

	Product	Trade Show	Total
Revenue	$ 2,465,372	$ 1,253,847	$ 3,719,219
Income from operations	$ (3,211,396)	$ 244,824	$ (2,966,572)
Other (income) expense	$ 33,462	$ -	$ 33,462
Depreciation expense	$ 76,993	$ -	$ 76,993
Income tax expense	$ -	$ -	$ -
Segment assets:			
Additions to property, plant and equipment	$ 34,337	$ -	$ 34,337
Total assets	$ 7,366,240	$ -	$ 7,366,240

Note 15. Subsequent Events

Subsequent to December 31, 2020, the Company entered into convertible promissory notes (Notes) for total proceeds of $1,000,000. The term of the notes is two years and bear interest at the rate of 8% per annum, compounded annually. The notes and accrued interest are automatically converted into any initial public offering by the Company at a rate of seventy five percent of the initial public offering price of the shares of capital stock of the Company sold in the initial public offering.

On January 4, 2021 the Company paid the former members of Infusionz LLC $75,000 as per the acquisition agreement.

On February 1, 2021 the Company issued 101,389 shares (post-reverse split) of Common Stock in relations to the acquisition of Infusionz LLC. The shares were issued at a $1.53 per common share with adjustments to the final number of shares and value based on the acquisition agreement.

On February 2, 2021 the Company sold the 500,000 shares of Preferred Stock to Allan Marshall, CEO for net proceeds of $50,000.

On February 8, 2021, the Shareholders consented, and the Board of Directors approved the amendment of the Stock Option Plan to increase the maximum number of Shares that may be issued thereunder by 2,777,778 Shares to 5,555,555 Shares.

On February 8, 2021, the Shareholders consented, and the Board of Directors approved the Reverse Stock Split at the rate of 1 share of Common Stock for each 1.8 shares of Common Stock of the Company issued and outstanding (rounded up to the nearest whole number after giving effect to the Reverse Stock Split) on the Record Date of February 5, 2021, upon the effective S-1 registration.

On February 8, 2021, the Board of Directors approved the officers of the Company to file a Registration Statement on Form S-1 (the "Registration Statement") to be prepared for the purposes of registering (i) up to $20,000,000 of Common Stock at a purchase price of no less than $4.50 per share (post reverse split), including an over-allotment option for the underwriter named therein (the "Underwriter") to purchase additional shares of Common Stock amounting to 15% of the number of shares of Common Stock offered to the public; and (ii) a warrant to be issued to the Underwriter for the purchase of shares of Common Stock (the "Underwriter Warrant"); and (iii) the shares of Common Stock underlying the Underwriter Warrant (collectively, the "Securities").

INFUSIONZ LLC

FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND2019

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Infusionz LLC:

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Infusionz LLC ("the Company") as of June 30, 2020 and 2019, and the related statements of operations, members' interest, and cash flows for each of the two years in the period ended June 30, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Infusionz LLC as of June 30, 2020 and 2019, and the results of its operations and its cash flows for each of the two years in the period ended June 30, 2020, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Infusionz LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Infusionz LLC's ability to continue as a going concern for one year beyond when the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Infusionz LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Infusionz LLC's ability to continue as a going concern for a reasonable period of time. We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

/s/ B F Borgers CPA PC

We have served as the Company's auditor since 2019.
Lakewood, Colorado
February 10, 2021

INFUSIONZ LLC
BALANCE SHEETS
(In U.S. Dollars, except share data or otherwise stated)

	June 30, 2020	June 30, 2019
ASSETS		
Current assets		
Cash	$ 412,122	$ 74,473
Accounts receivable, net	52,472	367,167
Inventory	174,845	188,345
Prepaid expenses and other current assets	8,490	-
Total current assets	647,929	629,985
Property and equipment, net	100,736	53,916
Right of use assets	29,666	-
Total assets	$ 778,331	$ 683,901
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable	$ 66,415	$ 66,400
Accrued liabilities	90,876	139,569
Deferred revenue	112,423	44,597
Note payable	168,587	-
Lease obligation	29,666	-
Total current liabilities	467,967	250,566
Note payable	212,513	-
Total liabilities	$ 680,480	$ 250,566
Commitments and Contingencies (Note 7)	-	-
Members' equity		
Members' interest	28,511	28,511
Retained earnings	69,340	404,824
Total members' equity	97,851	433,335
Total liabilities and members' equity	$ 778,331	$ 683,901

See accompanying notes to financial statements.

INFUSIONZ LLC
STATEMENTS OF OPERATIONS
(In U.S. Dollars, except share data or otherwise stated)

	YEARS ENDED JUNE 30,	
	2020	**2019**
Revenue		
Product sales	$ 3,787,495	$ 3,615,935
Product costs	2,837,571	2,407,148
Gross profit	949,924	1,208,787
Operating expenses		
Selling, general and administrative expenses	1,279,668	842,363
	1,279,668	842,363
Other expense (income), net		
Interest expense (income), net	5,740	-
Net (loss) income	$ (335,484)	$ 366,424

See accompanying notes to financial statements.

INFUSIONZ LLC
STATEMENTS OF MEMBERS' INTEREST
(In U.S. Dollars, except share data or otherwise stated)

	Members' Interest	Retained Earnings	Total Members' Equity
2019			
Balance, June 30, 2019	28,511	$ 404,824	$ 433,335
Net loss	-	(335,484)	(335,484)
Balance, June 30, 2020	$ 28,511	$ 69,340	$ 97,851
2018			
Balance, June 30, 2018	-	$ 38,400	$ 38,400
Member contribution	28,511	-	28,511
Net income	-	366,424	366,424
Balance, June 30, 2019	28,511	$ 404,824	$ 433,335

See accompanying notes to financial statements.

INFUSIONZ LLC
STATEMENTS OF CASH FLOW
(In U.S. Dollars, except share data or otherwise stated)

	YEARS ENDED JUNE 30,	
	2020	**2019**
Cash flows from operating activities		
Net (loss) income	$ (335,484)	$ 366,424
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	58,125	4,342
Provision for doubtful accounts	-	35,142
Changes in assets and liabilities		
Accounts receivable	314,695	(359,125)
Inventory	13,500	(188,275)
Other assets and deposits	(61,750)	-
Accounts payable and accrued liabilities	(48,678)	171,683
Deferred revenue	67,826	44,597
Net cash (used) provided by operating activities	8,234	74,788
Cash flows from investing activities		
Acquisition of property and equipment	(51,685)	(50,858)
Net cash used in investing activities	(51,685)	(50,858)
Cash flows from financing activities		
Proceeds from member contributions	-	21,111
Proceeds from issuance of notes payable	381,100	-
Net cash provided by financing activities	381,100	21,111
Net increase in cash	337,649	45,041
Cash, beginning of period	74,473	29,432
Cash, end of period	$ 412,122	$ 74,473
Supplemental cash flow disclosures		
Cash paid for interest	$ -	$ -
Cash paid for income taxes	$ -	$ -
Non-Cash Investing and Financing Activities:		
Member contribution of fixed assets	$ -	$ 7,400

See accompanying notes to financial statements.

INFUSIONZ LLC

NOTES TO FINANCIAL STATEMENTS

1. ORGANIZATION AND BUSINESS

Description of the Business

Infusionz LLC (the "Company") was formed in the state of Colorado in May 2016. The Company develops, manufactures and markets products based on Hemp-based Cannabidiol ("CBD") including, but not limited to edibles, tinctures, topicals, capsules and pet products. The Company will also manufacture CBD products for other businesses under their brand and specifications.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP").

Use of Estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management to make judgments, estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results may differ from these estimates. Significant estimates include the valuation of inventory and the allowance for doubtful accounts.

Concentrations of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, are accounts receivable and revenue from individual customers in excess of 10%. See Note 8 for significant customer concentration disclosure.

Fair Value of Financial Instruments

The Company adopted the provisions of ASC Topic 820, "Fair Value Measurements and Disclosures," which defines fair value as used in numerous accounting pronouncements, establishes a framework for measuring fair value, and expands disclosure of fair value measurements.

The estimated fair value of certain financial instruments, including cash and cash equivalents, are carried at historical cost basis, which approximates their fair values because of the short-term nature of these instruments.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

INFUSIONZ LLC

NOTES TO FINANCIAL STATEMENTS

Level 1 - quoted prices in active markets for identical assets or liabilities

Level 2 - quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 - inputs that are unobservable (for example cash flow modeling inputs based on assumptions)

The Company has no assets or liabilities valued at fair value on a recurring basis.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Company considers amounts held by financial institutions and short-term investments with an original maturity of three months or less when purchased to be cash and cash equivalents. As of June 30, 2020 and 2019, the Company had no cash equivalents.

Accounts Receivable

Generally, the Company requires payment prior to shipment. However, in certain circumstances, the Company extends credit terms of 10 to 30 days after shipment to companies located throughout the U.S. Accounts receivable consists of trade accounts arising in the normal course of business. Accounts for which no payments have been received after 30 days from product shipment are considered delinquent and customary collection efforts are initiated. Accounts receivable are carried at original invoice amount less a reserve made for doubtful receivables based on a review of all outstanding amounts on a quarterly basis.

Management has determined the allowance for doubtful accounts by regularly evaluating individual customer receivables and considering a customer's financial condition and credit history, and current economic conditions. As of each June 30, 2020 and 2019, the Company maintained an allowance for doubtful accounts related to accounts receivable in the amount of $15,000 and $35,142, respectively.

Inventory

Inventory is stated at lower of cost or net realizable value, with cost being determined on a weighted average cost basis. Cost includes costs directly related to manufacturing and distribution of the products. Primary costs include raw materials, packaging, manufacturing overhead, shipping and depreciation of manufacturing equipment and production facilities. Manufacturing overhead includes payroll, employee benefits, utilities, maintenance and property taxes.

The Company performs an assessment of inventory obsolescence to measure inventory at the lower of cost or net realizable value. Factors considered in the determination of obsolescence include slow-moving or non-marketable items.

INFUSIONZ LLC

NOTES TO FINANCIAL STATEMENTS

Property & Equipment

Property and equipment are stated at cost less accumulated depreciation and impairment, if applicable. Cost represents the purchase price of the asset and other costs incurred to bring the asset into its existing use. Depreciation is provided on a straight-line basis over the assets estimated useful lives, ranging from 2 to 7 years. Tenant improvements are amortized on a straight-line basis over the shorter of the useful life or the remaining life of the related lease. Maintenance or repairs are charged to expense as incurred. Upon sale or disposition, the historically recorded asset cost and accumulated depreciation are removed from the respective accounts and any related gain or loss is recognized.

Impairment of Long-Lived Assets

In accordance with ASC Topic 360, *Accounting for the Impairment or Disposal of Long-Lived Assets*, the Company reviews property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of property and equipment is measured by comparing its carrying value to the undiscounted projected future cash flows that the asset(s) are expected to generate. If the carrying amount of an asset is not recoverable, the Company recognizes an impairment loss based on the excess of the carrying amount of the long-lived asset over its respective fair value, which is generally determined as the present value of estimated future cash flows or at the appraised value. The impairment analysis is based on significant assumptions of future results made by management, including revenue and cash flow projections. Circumstances that may lead to impairment of property and equipment include a significant decrease in the market price of a long-lived asset, a significant adverse change in the extent or manner in which a long-lived asset is being used or in its physical condition and a significant adverse change in legal factors or in the business climate that could affect the value of a long-lived asset including an adverse action or assessment by a regulator. As of June 30, 2020 and 2019, the Company determined that long-lived assets were not impaired.

Revenue Recognition

The Company follows the guidance of the Accounting Standards Codification ("ASC") Topic 606, "Revenue from Contracts with Customers" which is effective as of the annual reporting period beginning after December 15, 2017 using either of two methods: (1) retrospective application of Topic 606 to each prior reporting period presented with the option to elect certain practical expedients as defined within Topic 606 or (2) retrospective application of Topic 606 with the cumulative effect of initially applying Topic 606 recognized at the date of initial application and providing certain additional disclosures as defined per Topic 606. We adopted Topic 606 pursuant to the method (2) and we determined that any cumulative effect for the initial application did not require an adjustment to retained earnings at July 1, 2018.

Most of the Company's revenue contracts represent a single performance obligation related to the fulfillment of customer orders for the purchase of its CBD products. Net sales reflect the transaction prices for these contracts based on the Company's selling list price, which is then reduced by estimated costs for trade promotional programs, consumer incentives, and allowances and discounts used to incentivize sales growth and build brand awareness.

INFUSIONZ LLC

NOTES TO FINANCIAL STATEMENTS

Revenue is recognized based on the following five step model:

- Identification of the contract with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, the Company satisfies a performance obligation

The Company recognizes revenue at the point in time that control of the ordered product is transferred to the customer, which is typically upon shipment to the customer or other customer-designated delivery point. Taxes collected from customers that are remitted to governmental agencies are accounted for on a net basis and not included as revenue.

Sales returns from wholesale customers must be completed within 15 days from the date of purchase and are subject to a restocking fee. E-Commerce product returns must be completed within 30 days of the date of purchase. The Company does not accrue for estimated sales returns as historical sales returns have been minimal.

Shipping and handling fees billed to customers are included in revenue. Shipping and handling fees associated with freight are generally included in cost of revenue.

Deferred Revenue

The Company records deposits as deferred revenue when a customer pays in advance of the Company shipping the product. Once the product is shipped, the deposit is recorded as revenue and the related commissions are paid.

Advertising

The Company supports its products with advertising to build brand awareness of the Company's various products in addition to other marketing programs executed by the Company's marketing team. The Company believes the continual investment in advertising is critical to the development and sale of its CBD branded products. Advertising costs of $71,640 and $74,633 were expensed as incurred during the years ended June 30, 2020 and 2019, respectively.

Income Taxes

The Company has elected S Corporation status for federal income tax and Colorado corporation business tax purposes. Under these elections, the Company is not a taxpaying entity for federal and state income tax purposes and, accordingly, no provision has been made for such income taxes, except for a minimum state corporate business tax. The stockholders' allocable share of the Company's income or loss is reportable on his or her income tax returns.

Recently Issued Accounting Pronouncements

On January 2017, the FASB issued ASU 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business, which clarifies the definition of a business to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The standard will be effective for the Company in the first quarter of 2020. The adoption of this standard does not have a material impact on the consolidated financial statements.

INFUSIONZ LLC

NOTES TO FINANCIAL STATEMENTS

No other recent accounting pronouncements were issued by FASB and the SEC that are believed by management to have a material impact on the Company's present or future financial statements.

3. ACCOUNTS RECEIVABLE, NET

Accounts receivable consist of the following:

	June 30, 2020	June 30, 2019
Customer receivables	$ 54,845	$ 162,216
Merchant receivable from credit card payments from customers	12,627	240,093
	67,472	402,309
Less - Allowance for doubtful accounts	(15,000)	(35,142)
	$ 52,472	$ 367,167

4. INVENTORY

Inventory as of June 30, 2020 and 2019 was comprised of the following:

	June 30,	
	2020	2019
Raw materials	$ 162,383	$ 131,429
Finished goods	12,462	56,916
	$ 174,845	$ 188,345

5. PROPERTY AND EQUIPMENT, NET

Property and equipment consist of the following:

	June 30, 2020	June 30, 2019
Furniture and Fixtures	$ 4,500	$ 4,500
Computer equipment	2,882	2,882
Machinery and equipment	107,664	41,376
Automobiles	9,500	9,500
	124,546	58,258
Less - Accumulated depreciation	(23,810)	(4,342)
	$ 100,736	$ 53,916

Depreciation expense for the years ended June 30, 2020 and 2019 was $20,215 and $4,342, respectively.

INFUSIONZ LLC

NOTES TO FINANCIAL STATEMENTS

6. ACCRUED LIABILITIES

Accrued expenses as of June 30, 2020 and 2019 were as follows:

	June 30,	
	2020	2019
Accrued payroll and taxes	$ 82,849	$ 136,569
Other accrued liabilities	8,027	3,000
	$ 90,876	$ 139,569

7. NOTES PAYABLE

During the year ended June 30, 2020, the Company entered into a note payable agreement with third party, for total proceeds of $72,000. The principal and interest of the Note is due on demand and is unsecured. The Note has an interest rate of 5%. Subsequent to year end, the note and accrued interest was paid in full.

During the year ended June 30, 2020, the Company entered into a note payable agreement with a related party for total proceeds of $15,000, of which $12,000 remains outstanding at June 30, 2020. The principal and interest of the Note is due on demand and is unsecured. The Note has an interest rate of 3% and was fully paid subsequent to year end.

On May 13, 2020, the Company entered into a Paycheck Protection Program loan for $297,100 in connection with COVID-19. The promissory note has a fixed payment schedule, commencing seven months following the funding of the note and consisting of seventeen monthly payments of principal and interest, with the principal component of each payment based upon the level of amortization of principal over a two year period from the funding date. A final payment for the unpaid principal and accrued interest will be payable no later than May 13, 2022. The note bears interest at a rate of 1.00% per annum and is deferred for the first six months of the loan. Certain portions of the loan may qualify for loan forgiveness based on the terms of the program.

8. OPERATING LEASES

The Company determines if a contract contains a lease at inception. US GAAP requires that the Company's leases be evaluated and classified as operating or finance leases for financial reporting purposes. The classification evaluation begins at the commencement date and the lease term used in the evaluation includes the non-cancellable period for which the Company has the right to use the underlying asset, together with renewal option periods when the exercise of the renewal option is reasonably certain and failure to exercise such option will result in an economic penalty. The Company's real estate leases are classified as operating leases and one equipment lease was classified as a financing lease.

Most real estate leases include one or more options to renew, with renewal terms that generally can extend the lease term for an additional two years. The exercise of lease renewal options is at the Company's discretion. The Company evaluates renewal options at lease inception and on an ongoing basis and includes renewal options that it is reasonably certain to exercise in its expected lease terms when classifying leases and measuring lease liabilities. Lease agreements generally do not require material variable lease payments, residual value guarantees or restrictive covenants.

INFUSIONZ LLC

NOTES TO FINANCIAL STATEMENTS

The Company's leases generally do not provide an implicit rate, and therefore the Company uses its incremental borrowing rate as the discount rate when measuring operating lease liabilities. The incremental borrowing rate represents an estimate of the interest rate the Company would incur at lease commencement to borrow an amount equal to the lease payments on a collateralized basis over the term of a lease within a particular currency environment. The Company used incremental borrowing rates as of July 1, 2019 for operating leases that commenced prior to that date.

During November 2018, the Company entered into a new lease for equipment that commenced on November 1, 2018 and recorded a right of use asset and corresponding lease liability. Lease expense was $6,744 and $1,686 for the years ended June 30, 2020 and 2019, respectively.

The Company's weighted average remaining lease term and weighted average discount rate for operating leases as of July 1, 2019 are:

Weighted average remaining lease term	43 Months
Weighted average incremental borrowing rate	5.0%

For the year ended June 30, 2020, the components of lease expense, included in general and administrative expenses and interest expense in the consolidated statements of operations income, are as follows:

Operating lease cost:		
Operating lease cost	$	26,388
Amortization of ROU assets	$	3,965
Total lease cost	$	22,423

The table below reconciles the undiscounted future minimum lease payments (displayed by year and in the aggregate) under noncancelable operating leases with terms of more than one year to the total operating lease liabilities recognized in the consolidated balance sheet as of June 30, 2020:

2021	6,744
2022	6,744
2023	6,744
2024	3,934
Total undiscounted future minimum lease payments	24,166
Less: Imputed interest	(1,741)
Present value of operating lease obligation	22,425

9. RELATED PARTY TRANSACTIONS

During the year ended June 30, 2019, the Company sold approximately $391,732 of CBD products to Green Rush. Green Rush Network LLC is partially owned by the current CEO and owner of Infusionz LLC.

In addition, on January 1, 2019, Green Rush Network LLC contributed certain assets to the Company for approximately 10% of the ownership in Infusionz LLC. The assets were valued at approximately $7,400.

INFUSIONZ LLC

NOTES TO FINANCIAL STATEMENTS

During the year ended June 30, 2019, the Company contracted with Thing-A-Magig, LLC for consulting services of approximately $20,273. Thing-A-Magig, LLC is partially owned by a member of Infusionz LLC.

During the year ended June 30, 2019, the Company contracted with Green Everett, LLC to provide sales services of approximately $8,393. Green Everett, LLC is partially owned by a member of Infusionz LLC.

During the years ended June 30, 2020 and 2019, the Company contracted with J Charles Management to provide sales services of approximately $5,934 and $25,698, respectively. J Charles Management is partially owned by a member of Infusionz LLC.

During the years ended June 30, 2020 and 2019, the Company paid expenses to NRW Ventures LLC of approximately $12,560 and $75,766, respectively. NRW Ventures LLC is partially owned by the current CEO and owner of Infusionz LLC.

During the years ended June 30, 2020 and 2019, the Company paid expenses to Reido Distributors of approximately $35,694 and $77,962, respectively. In addition, Reido Distributors loaned the Company $15,000, non-interest bearing and due on demand. Reido Distributors is partially owned by a member of Infusionz LLC.

During the year ended June 30, 2019, the Company paid rent to Green Rush Transportation of approximately $7,815. Green Rush Transportation is partially owned by the current CEO and owner of Infusionz LLC.

The above related party transactions are not necessarily indicative of the amounts and terms that would have been incurred had comparable transactions been entered into with independent parties.

10. SIGNIFICANT CUSTOMERS

The Company had significant customers in each of the year presented. A significant customer is defined as one that makes up ten percent or more of total revenues or ten percent of outstanding accounts receivable balance as of the year end.

Net revenues for the year's ended June 30, 2020 and 2019 include revenues from significant customers as follows:

	Years Ended June 30,	
	2020	**2019**
Customer A	18%	24%
Customer B	14%	12%

Accounts receivable balances as of June 30, 2020 and 2019 from significant customers are as follows:

	Years Ended June 30,	
	2020	**2019**
Customer A	38%	15%
Customer C	0%	22%
Customer D	21%	10%
Customer E	0%	15%
Customer F	0%	10%

11. SUBSEQUENT EVENTS

On July 1, 2020, the Company and the shareholder entered into a Stock Purchase Agreement with Grove, Inc. ("Grove") to sell 100% of the outstanding stock of the Company. Under the purchase method of accounting, the transaction was valued for accounting purposes at an estimated $3,350,000.

Shares

GROVE, INC.

Common Stock

PROSPECTUS

, 2021

Until , 2021, (the 25th day after the date of this prospectus), all dealers that buy, sell or trade shares of our Common Stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

Securities and Exchange Commission Registration Fee	$	[ ]
FINRA Fees		
Nasdaq Listing Fees	$	75,000
Transfer/Edgar Agent Fees	$	[ ]
Accounting Fees and Expenses	$	[ ]
Legal Fees and Expenses	$	300,000
Miscellaneous		
Total	$	[ ]

All amounts are estimates other than the Commission's registration fee. We are paying all expenses of the offering listed above.

Item 14. Indemnification of Directors and Officers.

Nevada Law

Section 78.7502 of the Nevada Revised Statutes ("NRS") permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he:

(a) is not liable pursuant to NRS 78.138, or

(b) acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

In addition, NRS 78.7502 permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he:

(a) is not liable pursuant to NRS 78.138; or

(b) acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation.

To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter, the corporation is required to indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

NRS 78.752 allows a corporation to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

Other financial arrangements made by the corporation pursuant to NRS 78.752 may include the following:

(a) the creation of a trust fund;

(b) the establishment of a program of self-insurance;

(c) the securing of its obligation of indemnification by granting a security interest or other lien on any assets of the corporation; and

(d) the establishment of a letter of credit, guaranty or surety.

No financial arrangement made pursuant to NRS 78.752 may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

Any discretionary indemnification pursuant to NRS 78.7502, unless ordered by a court or advanced pursuant to an undertaking to repay the amount if it is determined by a court that the indemnified party is not entitled to be indemnified by the corporation, may be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

(a) by the shareholders;

(b) by the board of directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding;

(c) if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion, or

(d) if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

Item. 15 Recent Sales of Unregistered Securities.

Common Stock[(1)]

During the year ended June 30, 2019, the Company issued and sold 5,676,470 shares of common stock for $0.85 per share for approximate cash proceeds of $4,820,000, net of $150,000 offering costs. The proceeds were used for working capital.

On July 19, 2019, the Company sold 23,530 shares of common stock for $20,000. The proceeds were used for working capital.

On July 1, 2020, the Company issued 2,300,000 shares of common stock in a conversion of all the non-Company owned outstanding shares of the Company's owned subsidiary. The conversion was at $0.85 per share originally paid to the subsidiary in the issuance of the subsidiary's common stock.

On July 1 and November 1, 2020 and February 1, 2021, the Company issued an aggregate of 915,000 shares of common stock in relation to the acquisition of Infusionz. The shares were issued at a $0.85 per share with adjustments based on the acquisition agreement.

The issuances of the shares of common stock above were exempt from the registration requirements of the Securities Act, pursuant to the exemption for transactions by an issuer not involved in any public offering under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder and corresponding state securities laws.

Preferred Stock[(1)]

During the year ended June 30, 2019, an investor purchased 500,000 shares of preferred stock for cash proceeds of $50,000. The proceeds were used for working capital.

On February 2, 2021, the Company issued and sold 500,000 shares of preferred stock to Allan Marshall, the Chief Executive Officer of the Company, for the aggregate net proceeds of $50,000. The proceeds were used for working capital.

The issuances of the shares of preferred stock above were exempt from the registration requirements of the Securities Act, pursuant to the exemption for transactions by an issuer not involved in any public offering under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder and corresponding state securities laws.

(1)Pre-reverse stock split figures

Item 16. Exhibits

(a) The exhibits listed in the following Exhibit Index are filed as part of this Registration Statement.

Exhibit Number	Description of Exhibit
1.1*	Form of Underwriting Agreement
2.1	Agreement and Plan of Merger Infusionz LLC
3.1	Articles of Incorporation of Registrant, as amended
3.2	Bylaws of Registrant, as amended
4.1	Convertible Promissory Note, dated October 3, 2019, issued by Registrant in favor of Jeff M. Bishop
4.2	Convertible Promissory Note, dated October 3, 2019, issued by Registrant in favor of Kyle Dennis
4.3	Convertible Promissory Note, dated October 17, 2019, issued by Registrant in favor of Jason Bond
4.4	Promissory Note, Paycheck Protection Program, dated April 28, 2020, issued by Registrant in favor of Bank of the West
4.5	Loan Authorization and Agreement, dated May 30, 2020, by and between Registrant and the U.S. Small Business Administration
4.6	Form of Stock Certificate
4.7	Promissory Note, Paycheck Protection Program, dated May 13, 2020, issued by Infusionz LLC in favor of Newtek Small Business Finance, LLC
4.8	Form of Representative's Warrant Agreement
5.1*	Opinion of Greenberg Traurig, LLP
10.1†	Grove, Inc. 2019 Incentive Stock Plan (Amended and Restated as of February 8, 2021)
10.2†	Form of Nonqualified Stock Option Agreement
10.3	Securities Purchase Agreement, dated as of April 29, 2019, by and between the Registrant and Allan Marshall
10.4	Securities Purchase Agreement, dated as of February 2, 2021, by and between the Registrant and Allan Marshall
10.5	Employment Agreement dated February 1, 2021 between the Company and Andrew J.
10.6	Employment Agreement dated March 15, 2021 between the Company and Allan Marshall
10.7	Audit Committee Charter
10.8	Compensation Committee Charter
10.9	Nominating Committee Charter
14.1	Code of Business Conduct and Ethics
14.2	Whistleblower Policy
16.1*	Letter of RBSM LLP.
21.1*	Subsidiaries of the Registrant
23.1	Consent of Auditors
23.2	Consent of Auditors
23.3*	Consent of Greenberg Traurig, LLP (included in Exhibit 5.1)
24.1	Powers of Attorney (included on Signature Page)

*To be filed by amendment
†Indicates management contract or compensatory plan

Item 17. Undertakings.

(a) The undersigned registrant (which we refer to as the "Registrant") hereby undertakes:

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

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

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

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement.

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

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

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

(5) That, for the purpose of determining liability of the Registrant under the Securities Act of 1933, as amended, to any purchaser in the initial distribution of the securities: The Registrant undertakes that in a primary offering of securities of the Registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

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

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

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

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

(b) The undersigned registrant hereby further undertakes to provide to the underwriters at the closing date specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

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

(d) The Registrant hereby further undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, as amended, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933, as amended, shall be deemed to be part of this Registration Statement as of the time it was declared effective.

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Henderson, State of Nevada, on April 15, 2021.

GROVE, INC.

By: */s/ Allan Marshall*
Allan Marshall
Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Allan Marshall and Andrew J. Norstrud, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution for him in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Allan Marshall Allan Marshall	Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	April 15, 2021
/s/ Robert Hackett Robert Hackett	President	April 15, 2021
/s/ Andrew J. Norstrud Andrew J. Norstrud	Chief Financial Officer and Director (Principal Financial and Accounting Officer)	April 15, 2021
/s/ Gene Salkind Gene Salkind	Director	April 15, 2021
/s/ Thomas C. Williams Thomas C. Williams	Director	April 15, 2021
/s/ Lawrence H. Dugan Lawrence H. Dugan	Director	April 15, 2021

EXHIBIT 2.1

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of July 1, 2020 (the "***Execution Date***") (including the Schedules and Exhibits hereto, this "***Agreement***"), is by and among Grove, Inc., a Nevada corporation ("***Buyer***"), Infusionz Acquisitions, LLC, a Colorado limited liability company and a wholly-owned subsidiary of Buyer ("***Merger Sub***"), Infusionz, LLC, a Colorado limited liability company (the "Company"), and the Members (as defined herein). Buyer, Merger Sub, the Company, and the Members are referred to collectively herein as the "***Parties***" and each individually as a "***Party***."

W I T N E SSET H:

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Nevada Revised Statutes and the Colorado Revised Statutes (the "***C.R.S***."), Buyer, Merger Sub and the Company will enter into a business combination transaction pursuant to which Merger Sub, an entity organized for the sole purpose of entering into the transactions contemplated hereby, will merge with and into the Company with the Company as the surviving company and a wholly-owned subsidiary of Buyer (the "***Merger***");

WHEREAS, the respective boards of directors, managers or similar governing bodies of Buyer, Merger Sub and the Company have approved this Agreement, the Merger and the related transactions contemplated hereby, and have determined that the Merger is advisable to, and in the best interests of, the respective companies and their respective partners and members, as applicable;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Buyer, as the sole member of Merger Sub, has approved this Agreement, the Merger and the related transactions contemplated hereby in accordance with the C.R.S. and Merger Sub's Governing Documents;

WHEREAS, to induce the Buyer and Merger Sub to enter into this Agreement, each of the Key Employees has accepted an offer of employment with the Buyer and has executed and delivered all agreements and other documents required by the Buyer relating to such employment.

WHEREAS, concurrently with the execution of this Agreement, and pursuant to the Company's operating agreement, the holders of all of the Company's Membership Interests, including the holder of all of the Class A Units (as defined therein) shall execute a written consent in the manner provided by the C.R.S and the Company's Governing Documents including executing an action by written consent adopting this Agreement, in form and substance reasonably acceptable to the Buyer (the "Company Written Consent").

WHEREAS, this Agreement contemplates that the Merger will be treated as a reorganization within the meaning of §368(a)(1)(A) and §368(a)(2)(E) of the "Code" (as defined below), and this Agreement shall be, and is hereby, adopted as a plan of reorganization pursuant to §368 of the Code.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, and in consideration of the representations and warranties herein contained, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to become legally bound, hereby agree as follows:

ARTICLE I.

DEFINITIONS AND REFERENCES

Section 1.1. Defined Terms. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Section 1.1 or in the section, subsections or other subdivisions referred to below:

"***Affiliate***" means any Person directly or indirectly Controlling, Controlled by, or under common Control with any other Person.

"Applicable Laws" means all federal, foreign, state, local, tribal and other (and all agencies thereof) laws, rules, statutes, ordinances, directives, requirements, Governmental Orders or regulations in effect on or prior to the Closing Date and applicable in any manner or respect to the Buyer, the Company, the Business, the Assets or this Agreement or any of the transactions contemplated hereby.

"Assets" means all assets of the Company, including without limitation all assets used or held for use of or by the Company in the conduct of the Business.

"Business" means the business conducted by the Company as of the Execution Date, including but not limited to the manufacture, distribution, marketing and sale of "CBD" (Cannabidiol) products.

"Business Day" means a day other than a Saturday, Sunday or day on which commercial banks in the United States are authorized or required to be closed for business.

"Buyer Common Stock" means the shares of common stock, par value $0.0001 per share of the Buyer.

"Cash Merger Consideration" means $350,000, payable in installments and provided such amount is subject to reduction as provided in this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Written Consent" shall have the meaning set forth in the Recitals.

"Contracts" means any note, bond, mortgage, indenture, deed of trust, license, lease, agreement, contract or other legally binding instrument or contractual obligation whether written or oral.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "Controlled" and "Controlling" have the meanings correlative thereto.

"Damages" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, deficiencies, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, diminution in value, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses (including, as to Buyer, such consequences to the extent suffered or realized by Company as acquired by Buyer). For purposes of indemnification under this Agreement, the term Damages shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification.

"Debt" means (a) all indebtedness of the Company for borrowed money (including all principal, interest, premiums, penalties, termination fees or breakage fees), (b) all obligations of the Company evidenced by notes, bonds, debentures or similar instruments, (c) all capitalized lease obligations, (d) all reimbursement obligations of the Company in respect of any letter of credit, banker's acceptance or similar credit transaction, (e) the principal component of all obligations to pay the deferred and unpaid purchase price of property or equipment which has been delivered, (f) all obligations under any sale and leaseback transaction, any synthetic lease or tax ownership operating lease transaction (whether or not recorded on a balance sheet) and any off-balance sheet arrangement, (g) net cash payment obligations under swaps, options, derivatives and other hedging agreements or arrangements that will be payable upon termination thereof (assuming they were terminated on the date of determination), (h) all Debt of another Person of the type referred to in clauses (a) through (g) above guaranteed by the Company directly or indirectly, jointly or severally, in any manner, (i) all other obligations (including without limitation obligations to pay or repay money), contingent or otherwise, whether current or long terms, which in accordance with GAAP would be classified upon the obligor's balance sheet as liabilities, and (j) any costs, fees or other expenses arising from or in connection with the repayment, liquidation or termination of any Debt referred to in clauses (a) through (h), including any prepayment, breakage, termination, penalty or similar costs, fees or expenses.

"Disclosure Schedule" means initially that certain Disclosure Schedule furnished by the Company to Buyer contemporaneously with the execution and delivery of this Agreement, which is initialed by Buyer and Company as of the Closing Date.

"Dollar" and ***"$"*** means the United States of America dollar.

"Employee Benefit Plan" means (a) any "employee benefit plan" as defined in Section 3(3) of ERISA and (b) any other plan, policy or program providing compensation or other benefits (including, without limitation, any retention bonuses, personnel policy, equity option plan, equity appreciation rights plan, restricted equity plan, phantom equity plan, equity based compensation arrangement, collective bargaining agreement, deferred compensation, salary continuation, employee loan or loan guarantee, split dollar arrangement, severance pay or bonus plan, policy or arrangement, vacation policy, executive compensation or supplemental income arrangement, consulting agreement, or employment agreement) to any current or former director, officer, consultant or employee of Company, which are maintained, sponsored or contributed to by the Company, or under which the Company have any direct or indirect obligation or liability.

"Equity Merger Consideration" means 1,500,000 shares of Buyer Common Stock valued at Three Million Dollars ($3,000,000), subject to adjustment after the Merger as set forth in Section 3.7 of this Agreement.

"***ERISA****"* means the Employee Retirement Income Security Act of 1974, as amended.

"***Exchange Act***" means theSecurities ExchangeAct of 1934, as amended.

"GAAP" means generally accepted accounting principles in the United States of America.

"***Governing Documents***" means, when used with respect to an entity, the documents governing the formation, operation and governance of such entity, including (a) in the instance of a corporation, the articles or certificate of incorporation and bylaws of such corporation, (b) in the instance of a partnership, the partnership agreement, (c) in the instance of a limited partnership, the certificate of formation and the limited partnership agreement, and (d) in the instance of a limited liability company, the articles of organization or certificate of formation and operating agreement or limited liability company agreement.

"Governmental Entity" means any court or tribunal in any jurisdiction (domestic or foreign) or any federal, state, tribal, county, municipal, local or other governmental or quasi- governmental body, agency, authority, department, commission, board, bureau, or instrumentality (domestic or foreign).

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, established or entered by or with any Governmental Entity.

"Inventory" shall mean any and all of the Company's branded or unbranded finished goods that are Hemp-based Cannabidiol including, but not limited to edibles tinctures, topicals, capsules, and pet products and any and all raw materials in the possession of the Company used to produce such goods.

"IRS" means the Internal Revenue Service.

"Key Employees" means Nate Weinberg and Joe Reid.

"Knowledge" of a specified Person (or similar references to a Person's knowledge) means all information and facts known to: (a) in the case of a Person who is an individual, such Person; (b) in the case of the Company, Nate Weinberg and Joe Reid; and (c) in the case of Buyer, Allan Marshall or Robert Hackett. An individual (including those specifically named in the preceding sentence in the case of Company or Buyer) will be deemed to have Knowledge of a particular fact or other matter if: (i) that individual is actually aware of that fact or matter; or (ii) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably fair investigation regarding the accuracy of any representation or warranty in this Agreement.

"Leased Real Property" means real property leased by the Company.

"Lien" means, with respect to any property or asset, any deed of trust, mortgage, security interest, lien, encumbrance, or pledge of any kind in respect of such property or asset.

"Material Adverse Effect" means, with respect to any Person, any occurrence, circumstance, change or effect or other matter that would be reasonably expected to materially and adversely affect the assets, business, operations, financial condition or prospects of such Person; *provided, however*, that the following shall not be deemed to constitute, create or cause a Material Adverse Effect:

(a) any occurrences, changes, circumstances or effects that affect generally the international, national, regional or local economic, market, financial, credit or political conditions in the area in which the Properties are located, the United States or worldwide;

(b) any occurrences, changes, circumstances or effects that result from any of the transactions contemplated by this Agreement or the public announcement thereof; or

(c) any occurrences, changes, circumstances or effects that result from the effects of conditions or events resulting from an outbreak or escalation of hostilities (whether nationally or internationally), or the occurrence of any other calamity or crisis (whether nationally or internationally), including, without limitation terrorist attacks, except to the extent that such occurrences, changes, circumstances or effects have a disproportionate impact on the Company.

"Merger Consideration" means the Cash Merger Consideration and the Equity Merger Consideration.

"Members" means, collectively, the members of the Company set forth on Schedule 4.3 of the Disclosure Schedules.

"Membership Interests" means the membership interests of the Company and any other equity interest in the Company.

"Ordinary Course of Business" – an action taken by a Person will be deemed to have been taken in the Ordinary Course of Business only if that action:

(a) is consistent in nature, scope, and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person;

(b) does not require authorization by the board of directors or a manager of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature; and

(c) is not a transaction with an Affiliate, or a transaction that is not an "arm's length" transaction (e.g., a dividend or distribution to shareholders or members).

"Permit" means any Governmental Entity permits, licenses, franchises, orders, approvals, accreditations, written waivers and other governmental or other authorizations from any Person, of any kind or nature whatsoever.

"Permitted Liens" means (a) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings as set forth on the Disclosure Schedule, (b) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the Ordinary Course of Business securing payments not yet delinquent or being contested in good faith by appropriate proceedings as set forth on the Disclosure Schedule, (c) restrictions on transfer applicable to this transaction for which consents or waivers are obtained prior to the Closing, (d) Liens created by or through Buyer or its successors and assigns, and (e) Liens in the Ordinary Course of Business that are minor defects or irregularities in title or other restrictions that are of the nature customarily accepted by prudent purchasers of midstream assets and that do not materially affect the value or use of any property encumbered thereby.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, enterprise, unincorporated organization, or Governmental Entity.

"Proceedings" means all proceedings, actions, claims, demands, charges, suits, investigations, and inquiries by or before any arbitrator or Governmental Entity, other than permit and zoning applications which were pursued in the Ordinary Course of Business and which to the Company's Knowledge are not in dispute.

"Properties" means the fee interests in real property and the Leased Real Property of the Company, collectively.

"Reasonable Efforts" means a Party's reasonable efforts in accordance with reasonable commercial practice without incurring unreasonable expenses.

"Release" means any releasing, depositing, spilling, leaking, pumping, pouring, placing, omitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping or disposing into the environment.

"Retained Funds" means Merger Consideration (whether Cash Merger Consideration or Equity Merger Consideration) that is not paid to the Members at Closing, but rather retained by Buyer until paid and delivered to the Members in accordance with the terms and conditions set forth in this Agreement (subject to amounts withheld by Buyer for Buyer Indemnified Claims, Revenue Shortfall Adjustment or NWC Adjustment, if applicable).

"Revenue Shortfall Adjustment" means the adjustment to Equity Merger Consideration calculated in accordance with Schedule 3.1(e).

"SBA Loan" means the SBA-guaranteed loan in the amount of $297,100 that the Company borrowed from Newtek Small Business Finance, LLC.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof; (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof; or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"Tax" or ***"Taxes"*** means any federal, state, provincial, county, local, tribal or foreign taxes, levies or other assessments, unclaimed property and escheat obligations and other governmental charges, including all net income, gross income, sales and use, ad valorem, transfer, gains, profits, excise, franchise, real and personal property, gross receipt, value added, capital stock, production, business and occupation, disability, employment, payroll, estimated, stamp, severance, unemployment, social security, Medicare, alternative minimum or withholding taxes imposed by any Governmental Entity or Tribal Authority or any other tax of any kind whatsoever, and includes any interest and penalties on or additions to any such taxes, whether disputed or not.

"Tax Return" means any return or report with respect to Taxes.

ARTICLE II.

MERGER

Section 2.1. The Merger. Upon the terms and subject to the conditions hereof, at the Effective Time, Merger Sub shall be merged with and into the Company and the separate existence of Merger Sub shall thereupon cease, and the Company shall continue as the surviving company in the Merger (the "***Surviving Company***") in accordance with the C.R.S.

Section 2.2. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") is taking place simultaneously with the mutual execution and delivery of this Agreement, and the date of closing (the "***Closing Date***"). The parties agree to treat the Closing Date as occurring on July 1, 2020 where practicable, even though this Agreement is being entered into subsequent to that.

Section 2.3. Effective Time of the Merger. The Merger shall become effective upon the filing of the statement of merger with the Secretary of State of the State of Colorado in accordance with the provisions of the C.R.S., or at such other time promptly thereafter as Merger Sub and the Company shall agree should be specified in the statement of merger, which filing shall be made as soon as practicable after the Closing Date. When used in this Agreement, the term "***Effective Time***" shall mean the time at which such certificate is accepted for filing by the Secretary of State of the State of Colorado or such time as otherwise specified in the statement of merger.

Section 2.4. Effect of the Merger. The Merger shall, from and after the Effective Time, have all the effects provided herein, in the statement of merger and in the applicable provisions of the C.R.S.

Section 2.5. Further Actions. The Parties hereto shall execute and deliver such certificates and other documents and take such other actions as may be necessary or appropriate in order to effect the Merger, including, but not limited to, making filings, recordings or publications required under the C.R.S. If at any time after the Effective Time any further action is necessary to vest in the Surviving Company the title to all property or rights of Merger Sub or the Company, the authorized officers and managers of the Surviving Company are fully authorized in the name of Merger Sub or the Company, as the case may be, to take, and shall take, any and all such lawful action.

Section 2.6. Organizational Documents. The articles of organization of the Surviving Company shall be the articles of organization of the Company as in effect immediately prior to the Effective Time (until thereafter changed or amended as provided therein or by Applicable Laws); provided that the Company's address, registered agent and registered agent address shall be and are hereby amended upon the Merger to conform to those of the Merger Sub as in effect immediately prior to the Effective Time (and an appropriate statement of change effecting this amendment shall be delivered to the Colorado Secretary of State for filing). The operating agreement of the Surviving Company shall as of the Effective Time automatically become and be amended and superseded in its entirety to be and conform to the operating agreement of Merger Sub as in effect immediately prior to the Effective Time, until thereafter changed or amended as provided therein or by Applicable Laws.

Section 2.7. Officers. The officers and managers of Merger Sub immediately prior to the Effective Time shall be the officers and managers of the Surviving Company, each to hold office in accordance with the Governing Documents of the Surviving Company until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, in any case in the manner provided in the organizational documents of the Company and in accordance with Applicable Law.

Section 2.8. Members. The member of Merger Sub immediately prior to the Effective Time shall become the sole member of the Surviving Company.

Section 2.9 Effect on Members Ownership Interests in Company. Upon the terms and conditions of this Agreement, at the Effective Time, as a result of the Merger and this Agreement and without the need for any further action on the part of the Merger Sub, Company or any of their respective owners or members, the following shall occur: Immediately prior to the Effective Time each Member's ownership unit of the Company outstanding immediately prior to the Effective Time shall be deemed canceled and converted into the right to receive a pro rata portion (as set forth on Schedule 4.3, subject to the terms and conditions of this Agreement) of the Merger Consideration allocated as to form of consideration among the holders of those unit ownership interests as set forth below in this Agreement. Thereafter, any Member ownership interest in the Company shall be deemed for all purposes to be only the right to receive Merger Consideration, subject to and in accordance with the terms and conditions of this Agreement. Any unit or ownership or membership in the Company held in the Company's treasury as of the Effective Time, if any, shall, by virtue of the Merger, be canceled without payment of any consideration therefor.

ARTICLE III.

CLOSING; CONVERSION AND MEMBERSHIP INTERESTS

Section 3.1. Merger Consideration. As of the Effective Time, by virtue of the Merger and without any further action on the part of the Company or Buyer:

(a) subject to the terms and conditions of this Agreement, each Member shall have the right to receive its respective pro-rata portion of the Equity Merger Consideration and the Cash Merger Consideration (the "***Aggregate Per Member Consideration***") which Merger Consideration shall be payable to either the Members or as directed by the Members' Representative in installments as follows:

(i) a portion of the Cash Merger Consideration in the amount of Two Hundred Thousand Dollars ($200,000) in cash payable at the Closing (the "Closing Cash Merger Consideration") payable to the Members or as directed by the Members' Representative on behalf of the Members, with the balance of the Cash Merger Consideration subject to final disposition in accordance with the terms and conditions of this Agreement including Section 3.1(d) and **Schedule 3.1(d)**; and

(ii) a portion of the Equity Merger Consideration equal to 400,000 shares of Buyer Common Stock at the Closing (the "***Closing Equity Merger Consideration***") payable to the Members or as directed by the Members' Representative on behalf of the Members, with the balance of the Equity Merger Consideration subject to final disposition in accordance with the terms and conditions of this Agreement including Section 3(a)(iii), Section 3.1(d) and **Schedule 3.1(d)**;

(iii) Subject to and in accordance with Section 3.1(d), Schedule 3.1(d), Section 3.6 and Appendix I to this Agreement, $150,000 shall be retained by Buyer at Closing, subject to the determination of the "NWC Adjustment Amount" (as defined in Section 3.6 below), and the payment or release of such amount as set forth below in Section 3.6 and Appendix I (the "Modified Working Capital Retained Funds"). The Modified Working Capital Retained Funds will be either retained by Buyer or released to Members or a combination of both retention by Buyer and release to Members in accordance with the following and Appendix I. The Cash Merger Consideration (and aggregate Merger Consideration) will be adjusted (negatively) based upon the "NWC Adjustment Amount" (as defined in Section 3.6 below).

(b) all Membership Interests shall no longer be outstanding and shall automatically be cancelled and retired and cease to exist and shall cease to have any rights with respect thereto, except the right to receive the applicable Aggregate Per Member Consideration in accordance with this Agreement.

(c) each issued and outstanding limited liability company interest of Merger Sub, by virtue of the Merger and without any action on the part of any Person, shall be converted into and become one fully paid and nonassessable limited liability company interest of the Surviving Company. From and after the Effective Time, all certificates representing the limited liability company interests of Merger Sub shall be deemed for all purposes to represent the number of limited liability company interests of the Surviving Company into which they were converted in accordance with the immediately preceding sentence. Notwithstanding the foregoing, the Merger Consideration is subject to reduction as set forth in Section 3.6 below.

(d) The Retained Funds (other than the $150,000 held for the Modified Working Capital adjustment, which is governed by Appendix I of this Agreement) shall be released to the Members on the dates set forth on Schedule 3.1(d), unless Buyer has made claims prior to the release for indemnification for Losses. If the amounts for those claims have been agreed to by Buyer and Members Representative and released to Buyer, then the remaining balance of the applicable installment release from the Retained Funds in question may be released to the Members or as directed by the Members Representative on behalf of the Members.

(e) Notwithstanding anything to the contrary in this Agreement, Buyer shall be entitled to receive, deduct and withhold from the amounts payable under this Agreement (including payments of Merger Consideration and releases of the Retained Funds or any interest accrued thereon) an amount equal to the "Revenue Shortfall - Adjustment" as such amount is calculated in accordance with Schedule 3.1(e) attached hereto. Such adjustment shall be deemed to be a reduction adjustment to the Merger Consideration that is otherwise payable to Members under this Agreement. The reduction shall be applied to reduce the Equity Merger Consideration portion of consideration thereafter. For reductions applied against the Equity Merger Consideration (i.e., Buyer Common Stock), the number of shares reduced (from payment to the Members) shall be the number of shares needed to equal the amount of Merger Consideration adjustment calculated at $2.00 per share, or proportionately adjusted to take into account any increase in shares issued for a lower issue price as contemplated in Section 3.7 below. To the degree the share in question has been issued to the Members, the Members shall cooperate with the Buyer to execute such stock powers or other written instruments to transfer and return the subject shares back to the Buyer.

Section 3.2. Closing Obligations of the Company. At the Closing, the Members shall cause the Company to deliver to Buyer the following items (each a 'closing delivery'):

(a) intentionally omitted;

(b) a certificate executed by a duly authorized manager of the Company that contains (i) true and complete copies of the certificate of formation of the Company from the Secretary of State of Colorado; (ii) a certificate of good standing from the Secretary of State of Colorado, or other appropriate office, dated as of a date within five (5) days prior to the Closing Date certifying that the Company is in good standing in the State of Colorado; (iii) the operating agreement or other governing documents of the Company; and (iv) resolutions of the Company authorizing the Merger;

(c) the resignation letters of each manager and officer of the Company in form and content satisfactory to Buyer;

(d) an opinion of counsel to Company, of a type that is customary for transactions similar to the Merger regarding such matters as organization, good standing, non-contravention and enforceability, in a form reasonably acceptable to Buyer, addressed to Buyer and upon which Buyer is entitled to rely;

(e) intentionally omitted;

(f) Payoff letter from Company's lender(s) if any;

(g) Resignations of and termination of all employment agreements by all Key Employees of Company, signed by each Key Employee and acknowledged by Company;

(h) written consent to change of control from landlords under any Company leases of real property;

(i) estoppel certificates from landlords under any Company leases of real property; (j) any consents required as set forth in Section 4.7of the Disclosure Schedule;

(k) Supplemental Company and Members' Representative Certificate representing and certifying that representations and warranties remaintrue and correct and covenant shave been performed.

Section 3.3. Closing Obligations of Buyer. At the Closing, Buyer shall deliver, or cause to be delivered, to the Members or to the Key Employees (as applicable), the following items (each a 'closing delivery'):

(a) an aggregate amount equal to the Closing Cash Merger Consideration, by wire transfer of immediately available funds to the account(s) designated by the Company;

(b) the Closing Equity Merger Consideration;

(c) Employment Agreements for each of the Key Employees in the form attached hereto as Exhibit 3.3(c) (the "Employment Agreements") to be effective immediately after the Effective Time, duly executed by the named "employee" therein and the Surviving Company;

(d) intentionally omitted;

(e) the "Member Owner Non-Competition Agreements" (as defined in Section 9.9(b) below) duly executed by Buyer;

(f) evidence that Merger Sub has timely elected "C" Corporation status;

(g) a certificate executed by a duly authorized officer of the Buyer that contains (i) true and complete copies of the articles of incorporation of the Company; (ii) a certificate of good standing from the Secretary of State of Nevada, or other appropriate office, dated as of a date within five (5) days prior to the Closing Date certifying that the Buyer is in good standing; (iii) the bylaws or other governing documents of the Buyer; and (iv) resolutions of the Buyer authorizing the Merger;

Section 3.4. Closing Obligations of Members. At the Closing, Members shall deliver, or cause to be delivered, to the Buyer, the following items (each a 'closing delivery'):

(a) Members' releases signed by each Member in the form attached to this Agreement as Exhibit 3.4(a);

(b) Employment Agreements for each of the Key Employees in the form attached hereto as Exhibit 3.3(c) duly executed by the Key Employees;

(c) the Member Owner Non-Competition Agreements duly executed by the equity owners of all Members;

(d) a certificate of good standing from the Secretary of State of Colorado, or other appropriate office, dated as of a date within five (5) days prior to the Closing Date certifying that each Member that is not a natural person is in good standing in the Member's respective state of organization;

(e) the written, unanimous, affirmative vote or consent of the Members to the Merger.

Section 3.5. Allocation of Merger Consideration Among Members. Subject to the terms and conditions of this Agreement (including any Merger Consideration that is to be retained by Buyer), Buyer shall deliver to Members' Representative the Cash Merger Consideration, including the Closing Cash Merger Consideration to an account specified by the Company and will issue the Equity Merger Consideration in the names of the respective Members and in the ratios designated by the Company to Buyer in writing at least five calendar days prior to the Closing Date. Buyer will not, otherwise, have any obligation to determine how the Cash Merger Consideration will be distributed among the Members or whether the number of Common Shares issued to each Member is consistent with the requirements of the Company's Governing Documents or any other agreements between the Members. Delivery by Buyer of such Merger Consideration (as provided herein) to the Members' Representative shall fulfill all obligations of Buyer to pay the Merger Consideration to the Members.

Section 3.6. NWC Reduction Amount. The Members are responsible for paying to Buyer the amount by which the "Modified Closing Net Working Capital" (as defined in Appendix I) is less than $40,000, which shall first be effectuated as set forth below. The Modified Closing Net Working Capital shall be determined in accordance with Appendix I. The Merger Consideration is reduced dollar for dollar for each dollar by which the Modified Closing Net Working Capital is less than $40,000. The amount by which the Modified Closing Net Working Capital is less than $40,000 is the "*NWC Reduction Amount*." For example purposes only, if the Net Working Capital were $30,000; then the Merger Consideration would be reduced by $10,000. The reduction shall first be applied to reduce the Cash Merger Consideration. If the reduction exceeds the Cash Merger Consideration, then the Members shall immediately pay that excess to Buyer in immediately available US funds. Notwithstanding anything to the contrary in this Agreement, Buyer shall be entitled to receive, deduct and withhold from the amounts payable under this Agreement (including payments of Merger Consideration, Retained Funds or releases of any Retained Funds or any interest accrued thereon) an amount equal to the "*NWC Reduction Amount*" as such amount is calculated in accordance with Section 3.1(d), Schedule 3.1(d), this Section 3.6 and Appendix I attached hereto.

Section 3.7 Payment of Equity Merger Consideration. With respect to the Equity Merger Consideration, the number of shares of Buyer Common Stock issued to Members will be based on the following price per share: $2.00 per share; provided however, that in the event of and upon any public offering of Buyer's Common Stock, if the 'offering price' of Buyer's successful underwritten initial public offering of Buyer Common Stock should be lower than $2.00 per share, Buyer shall promptly issue such additional shares proportionately to each of the Members as to bring the value of the Equity Merger Consideration to a total of Three Million Dollars ($3,000,000) (before and subject to taking onto account any reduction for any other adjustments contemplated by this Agreement, including any Revenue Shortfall-Adjustment reducing the total amount of Merger Consideration and Equity Merger Consideration). To the degree that a Revenue Shortfall Adjustment or a Buyer Indemnified Claim has been applied to some part of the Equity Merger Consideration prior to the date of a public offering of Buyer Common Stock, then the value of the Equity Merger Consideration will be reduced (from the original $3,000,000) by the value of the applied claim or adjustment that was recovered from the aggregate Equity Merger Consideration to be paid to Members (the "Reduced EMC"), and any 'additional shares' thereafter issued to compensate for a sub-$2.00 per share offering price' would be issued to bring the value of the Equity Merger Consideration up to the Reduced EMC amount.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES RELATING TO THECOMPANY

Each of the Company and the Members jointly and severally represents and warrants to Buyer that, at the Execution Date and at the Closing Date:

Section 4.1. Organization and Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite limited liability company power and authority to carry on its business as now being conducted. The Company is duly qualified or licensed to do business and is in good standing in each jurisdiction required to conduct the Company's Business, which includes each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to result in a Material Adverse Effect or restrict the Company's ability to perform the transactions contemplated by this Agreement. No Proceedings to dissolve the Company are pending or, to the Company's Knowledge, threatened.

Section 4.2. Governing Documents. The Company has made available to Buyer accurate and complete copies of the Governing Documents of the Company, as amended through the Execution Date. Except as set forth on Section 4.2 of the Disclosure Schedule, such Governing Documents accurately reflect the equity ownership of the Company.

Section 4.3. Capital Structure.

(a) No Membership Interests or other equity of the Company are subject to, nor have any been issued in violation of, preemptive or similar rights. The Members are the only members of the Company, as more particularly reflected in Section 4.3 of the Disclosure Schedule, and the Membership Interests attributable to the Company as reflected in Section 4.3 of the Disclosure Schedule constitute all of the issued and outstanding membership interests and equity of the Company. All of the Membership Interests are duly authorized, validly issued and fully paid (to the extent required by the Company's Governing Documents) and nonassessable. Except for the Membership Interests and the rights created by this Agreement, there are outstanding or in existence (i) no membership interests or other equity or debt securities of the Company, (ii) no securities of the Company convertible into or exchangeable for membership interests or other voting securities of the Company, (iii) no options, warrants, calls, subscriptions or other rights to acquire from the Company, and no obligation of the Company to issue or sell, any membership interests or other voting securities of the Company or any securities of the Company convertible into or exchangeable for such membership interests or voting securities, (iv) no equity equivalents, interests in the ownership or earnings, equity appreciation rights, phantom equity, profit participation rights, or other similar rights of or with respect to the Company and (v) other than as reflected in the Company's Governing Documents, no voting trust, proxy or other agreement or understanding with respect to the voting of any of the Membership Interests attributable to the Company. There are no outstanding obligations of the Company to repurchase, redeem or otherwise acquire any of the foregoing membership interests, securities, options, equity equivalents, interests or rights.

(b) At the Closing, and as a result of the Merger, Buyer will become the sole member of the Surviving Company.

Section 4.4. Power and Authority. The Company has all requisite limited liability company power and authority to execute, deliver and perform this Agreement and each other agreement, instrument, or document executed or to be executed by the Company in connection with the transactions contemplated hereby to which it is a party and to consummate and perform the transactions contemplated hereby and thereby. The execution, delivery, and performance by the Company of this Agreement and each other agreement, instrument, or document executed or to be executed by the Company in connection with the transactions contemplated hereby to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited liability company action of the Company.

Section 4.5. Valid and Binding Agreement. This Agreement has been duly executed and delivered by the Company and (assuming that this Agreement constitutes the valid and legally binding obligation of Buyer) constitutes, and each other agreement, instrument, or document executed or to be executed by the Company in connection with the transactions contemplated hereby to which it is a party has been, or when executed will be, duly executed and delivered by the Company, and (assuming that each other agreement, instrument or document constitutes or will constitute the valid and legally binding obligation of Buyer) constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of the Company, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and the application of general principles of equity (regardless of whether that enforceability is considered in a proceeding at law or in equity).

Section 4.6. Non-Contravention. Except as set forth in Section 4.6 and Section 4.7 of the Disclosure Schedule, neither the execution, delivery, and performance by the Company of this Agreement and each other agreement, instrument, or document executed or to be executed by the Company in connection with the transactions contemplated hereby to which it is a party, nor the consummation by it of the transactions contemplated hereby and thereby, do or will: (i) conflict with or result in a violation of any provision of the Company's Governing Documents, (ii) conflict with or result in a violation of any provision of, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation, or acceleration under, any Contract to which Company is a party or by which the Company or their properties may be bound, (iii) result in the creation or imposition of any Lien, other than Permitted Liens, on any of the
Company' properties or other assets, or (iv) result in a violation of any Applicable Law binding upon the Company or the Business, except in the instance of clause (ii) and (iv) above, for any such conflicts, violations, defaults, terminations, cancellations or accelerations that would not, individually or in the aggregate, materially and adversely impact the Company's ownership or use of any of its Assets or its ability to conduct the Business.

Section 4.7. Approvals. Except as set forth in Section 4.7 of the Disclosure Schedule, no consent, waiver, notice, approval, order, or authorization of, or declaration, filing, or registration (collectively, "***Consents***") with any Governmental Entity or of any third party is required to be obtained or made by the Company in connection with the execution, delivery, or performance by the Company of this Agreement, each other agreement, instrument, or document executed or to be executed by the Company in connection with the transactions contemplated hereby to which it is party, or the consummation by it of the transactions contemplated hereby and thereby, other than Consents, the failure of which to obtain would not, individually or in the aggregate, materially and adversely impact the Company's ownership or use of any of its Assets or its ability to conduct the Business.

Section 4.8. Subsidiaries; Investments. Except as set forth in Section 4.8 of the Disclosure Schedule, the Company does not own, directly or indirectly, any capital stock of, or other equity interest in, any corporation or have any direct or indirect equity or ownership interest, partnership interests, joint venture interests, or other participation interests in any other Person.

Section 4.9. Pending Proceedings; Orders.

(a) Except as set forth in Section 4.9 of the Disclosure Schedule, there are no Proceedings (including any condemnation actions) received and pending, or, to the Company's Knowledge, threatened in writing against, or affecting the Company. There are no Proceedings pending or, to the Company's Knowledge, threatened, in which Company is or may be a party affecting the execution and delivery of this Agreement by the Company or the consummation of the transactions contemplated hereby by the Company.

(b) Except as set forth on Section 4.9 of the Disclosure Schedule, the Company is not subject to any outstanding Governmental Order.

Section 4.10. Compliance with Laws; Permits.

(a) Company has complied in all material respects with all Applicable Laws, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against it alleging any failure so to comply.

(b) The representatives of Company have not, to obtain or retain business, directly or indirectly offered, paid or promised to pay, or authorized the payment of, any money or other thing of value (including any fee, gift, sample, travel expense or entertainment with a value in excess of One Hundred Dollars ($100) in the aggregate to any one individual in any year) to:

(A) any Person who is an official, officer, agent, employee or representative of any Governmental Entity or of any existing or prospective customer (whether government owned or nongovernment owned);

(B) any political party or official thereof;

(C) any candidate for political or political party office; or

(D) any other Person;

while knowing or having reason to believe that all or any portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to any such official, officer, agent, employee, representative, political party, political party official, candidate, individual, or any entity affiliated with such customer, political party, official or political office.

(c) Section 4.10(c) of the Disclosure Schedule contains a list of all material Permits that are held by the Company. Except as set forth in Section 4.10(c) of the Disclosure Schedule, the Permits listed in Section 4.10(c) of the Disclosure Schedule constitute all material Permits reasonably necessary for the Company to own, lease or operate the Properties and to conduct and carry on the Business (in the same manner and scope that the Business was conducted in the twelve (12) months immediately prior to Closing) and there has occurred no material default under any of the Permits. Neither the execution and delivery of this Agreement by the Company, nor the consummation by the Company of the transactions contemplated hereby, will result in a material violation or material breach of, or constitute (with or without due notice or lapse of time or both) a material default (or give rise to a right of termination or cancellation) of any Permit. The Company is not in default or violation in any material respects (and no event has occurred which, with notice or the lapse of time or both, would constitute a material default or material violation) of any term, condition or provision of any Permit to which it is a party. Neither any of the Members nor the Company has received any notice of Proceedings relating to the revocation or modification of or loss of any material benefits under any material Permit.

Section 4.11. Taxes.

(a) Except as set forth in Section 4.11(a) of the Disclosure Schedule, the Company has duly and timely filed all Tax Returns required to be filed by or with respect to it with the applicable taxing authority, and all such Tax Returns were correct and complete in all material respects;

(b) The Company has paid all Taxes due, or claimed by any Taxing authority to be due, from or with respect to it, except Taxes that are being contested in good faith by appropriate legal Proceedings that are referenced in Section 4.11(b) of the Disclosure Schedule;

(c) There has been no issue raised or adjustment proposed (and none is pending) by any Taxing authority in connection with any Tax Returns filed by Company;

(d) The Company is an entity that was previously disregarded or treated as a partnership for purposes of U.S. federal and applicable state income Tax purposes, but is currently a corporation for federal income Tax purposes;

(e) No Member is a “foreign person” within the meaning of Section 1445 of the Code; (f) Company has withheld or collected all Taxes that Company has been required to withhold or collect pursuant to Applicable Law or Contract and, to the extent required when due, has timely paid such Taxes to the proper taxing authority;

(g) There are no written claims by any taxing authority in a jurisdiction where Company does not file Tax Returns that such Company is or may be subject to taxation by that jurisdiction;

(h) There are (i) no claims or adjustments pending and no asserted or threatened deficiencies or assessment of Taxes from any taxing authority with respect to Company, (ii) no ongoing audits or examinations of any of the Tax Returns relating to Company and, to the Company's Knowledge, no such audit or examination is threatened, and (iii) no Tax liens on any of the properties other than Liens for current period Taxes not yet due and payable;

(i) Company: (i) is not a party to any agreement or arrangement providing for the allocation, indemnification or sharing of Taxes, (ii) has not granted any requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes, and (iii) has not granted any extension of time with respect to the due date for the filing of any Tax Return of or with respect to Company;

(j) The Company has never: (i) been a member of an affiliated, combined, consolidated, unitary or similar group with respect to any Taxes for any period, or (ii) had any liability for the Taxes of any Person under Treasury Regulations § 1.1502-6 (or any corresponding provisions of state, local or foreign law), or as a transferee, successor, by contract or otherwise;

(k) Company has not participated (within the meaning of Treasury Regulations § 1.6011-4(c)(3)) in any "reportable transaction" within the meaning of Treasury Regulations § 1.6011-4(b) (and all predecessor regulations); and

(l) All of the Properties have been properly listed and described on the property Tax rolls for all periods prior to and including the Closing and no portion of the Properties constitutes omitted property for property Tax purposes.

Section 4.12. Contracts.

(a) All material Contracts (collectively herein called the "***Company Contracts***" and individually a "***Company Contract***") to which Company is a party are listed on Section 4.12(a) of the Disclosure Schedule.

(b) Except as set forth in Section 4.12(b) of the Disclosure Schedule, all Company Contracts are valid and binding, in full force and effect and enforceable against the parties thereto in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and the application of general principles of equity (regardless of whether that enforceability is considered in a Proceeding at law or in equity). Except as set forth in Section 4.12(b) of the Disclosure Schedule, the Company has performed, in all material respects, all obligations and is not in breach or default, in any material respect, under any Company Contract. Except as set forth in Section 4.12(b) of the Disclosure Schedule, to the Company's Knowledge, no event has occurred, which after notice or lapse of time, or both, would constitute a material default by Company under any Company Contract or, to the Company's Knowledge, any other party to any Company Contract.

Section 4.13. Real Property.

(a) Set forth on Section 4.13 (a) of the Disclosure Schedule is a true and complete list of each fee interest in real property of the Company. The Company has made available to Buyer true and complete copies of the conveyance documents to the Company, as the case may be, for each such fee interest, including the legal description for each such fee interest. The Company has good and indefeasible title to all such fee interests free and clear of all Liens of any nature whatsoever, except Permitted Liens.

(b) Set forth on Section 4.13(b) of the Disclosure Schedule is a true and complete list of all Leased Real Property. The Company has made available to Buyer true and complete copies of such leases (the "***Leases***"), and any amendments thereto. The Company identified as the lessee under each Lease on Section 4.13(b) of the Disclosure Schedule has good and valid title to the leasehold interest created by such Lease free and clear of any Liens, other than Permitted Liens. Each Lease set forth on Section 4.13(b) of the Disclosure Schedule is a legal, valid and binding obligation of such Company. Except as set forth on Section 4.13(b) of the Disclosure Schedule, (i) the Company is not in material default under any Lease set forth on Section 4.13(b) of the Disclosure Schedule, (ii) to the Knowledge of the Company, no lessor under any Lease set forth on Section 4.13(b) of the Disclosure Schedule is in material default under any such Lease, and (iii) no event has occurred which constitutes a material default or, with lapse of time or giving of notice or both, would constitute a material default by Company under any of the Leases set forth on Section 4.13(b) of the Disclosure Schedule.

(c) To Company's knowledge, all Properties of the Company are free of any material defect (patent or latent) and are in good maintenance and repair in all material respects.

Section 4.14. Intellectual Property.

(a) The Company either owns or has valid licenses or other rights to use all patents, copyrights, trademarks, software, databases, engineering data, maps, interpretations and other technical information (collectively, "***Intellectual Property***") used in such Company's business, subject to the limitations contained in the agreements governing the use of the same, true and complete copies of which have been made available to Buyer, except for those properties the lack of a license for which would not reasonably be expected to result in a Material Adverse Effect to the Company or the Business. The list of Intellectual Property owned by or used by the Company in the Business is set forth on Section 4.14(a) of the Disclosure Schedule (along with license information, if licensed, as to each property).

(b) Except as set forth in Section 4.14(b) of the Disclosure Schedules, to the Company's Knowledge: (i) the Intellectual Property used by Company in the Business is not the subject of any challenge regarding its use thereof, (ii) the conduct of the Company's business does not infringe, misappropriate or otherwise conflict with any Intellectual Property of any Person, (iii) no third party is infringing on the Intellectual Property used in the Business, and (iv) the Company has not received any written notice of any default or any event that with notice or lapse of time, or both, would constitute a default under any Intellectual Property license to which Company is a party or by which it is bound.

(c) Section 4.14(c) of the Disclosure Schedule sets forth a list of all software licenses used by the Company. All such software licenses are in full force and effect and neither the Company nor, to the Company's Knowledge, any other party thereto is in breach thereof.

(d) No Intellectual Property right used by the Company is subject to any outstanding judgment, injunction, order or decree restricting the use or licensing thereof by the Company in any material respect.

(e) The consummation of the transactions contemplated hereby will not result in the loss or impairment of any material right of the Company to own, use, practice or exploit any Intellectual Property rights.

Section 4.15. Bankruptcy. There are no bankruptcy, reorganization, receivership, or arrangement Proceedings pending, being contemplated by or, to the Company's Knowledge, threatened against the Company.

Section 4.16. Insurance.

(a) Section 4.16(a) of the Disclosure Schedule contains a summary description of all material policies of property, fire and casualty, product liability, workers' compensation, and other insurance held by or for the benefit of the Company or the Business or Properties (the "Policies"), except for any policies maintained by the Company in connection with employee benefit plans, programs, policies or arrangements. Each Policy is in full force and effect and all premiums due and payable on such Policies have been paid and all premium finance installment payments are current. No notice of cancellation of, or indication of any intention not to renew, any such Policy has been received by Company.

(b) Except as set forth in Section 4.16(b) of the Disclosure Schedule, there is no claim by Company or any other Person pending under any of the Policies as to which coverage has been denied or disputed by the underwriters or issuers of such Policies.

(c) There is no material default by Company under any of the Policies and there has been no failure by Company to give notice or present any material claim relating to the Business or the Properties under such Policies in a due and timely fashion.

Section 4.17. Employees and Employee Benefit Plans.

(a) The Company does not have any Employee Benefit Plan other than a health insurance plan covering its employees as set forth on Section 4.17(a) of the Disclosure Schedules.

(b) Except as set forth on Section 4.17(b) of the Disclosure Schedule, the Company is not a party to or bound by any collective bargaining agreement or any Contract with a labor union or other representative, or potential representative, of employees. The Company has delivered or made available to Buyer true, correct and complete copies of any such Contract. There are no, and since at least January 1, 2018, there have been no, labor strikes, work stoppages or other similar events and, to the Knowledge of the Company, there are no such events threatened with respect to any employees of the Company.

(c) The Company has made available to Buyer a true and accurate list of the name, job title, employing entity, wages or salary and bonus, if any, paid or payable for calendar years 2019 and 2018 of all Company employees, and there has been no change to the wages or salary since 2019 and there are no unpaid bonuses.

(d) All wages, bonuses and other compensation required to be paid on or prior to the Closing Date to all Company employees and all other present and former employees and contractors of Company have been paid in full, or will be paid in full, prior to the Closing.

(e) Except as set forth on Section 4.17(e) of the Disclosure Schedule, there is no employment, severance, retention, bonus, change of control, termination pay, indemnification or similar Contract (excluding offer letters and similar agreements that may be terminated in the discretion of the Company by giving notice of 60 days or less without costs or penalty) with any Company employee, either express or implied and no Company has any outstanding offer to any Company employee, or any other Person, with respect to, any such agreement or matter.

(f) The Company is, and since at least January 1, 2018 has been in material compliance with all Applicable Laws relating to the employment of labor, including labor and employment practices, terms and conditions of employment, wages and hours, overtime payments, Fair Labor Standards Act compliance, recordkeeping, employee classification, non-discrimination, employee benefits, employee leave, payroll documents, record retention, equal opportunity, immigration, occupational health and safety, severance, termination or discharge, collective bargaining, the payment of employee welfare and retirement and other taxes, and the full payment of all required social security contributions and taxes, and no Company is, in any material respect, in violation of any Laws concerning retention or classification of independent contractors.

Section 4.18. Banks; Power of Attorney. Section 4.18 of the Disclosure Schedule contains a complete and correct list of the names and locations of all banks in which Company has accounts or safe deposit boxes and the names of all Persons authorized to draw thereon or to have access thereto. Except as set forth in Section 4.18 of the Disclosure Schedule, no Person holds a power of attorney to act on behalf of Company.

Section 4.19. Absence of Certain Changes.

(i) Since December 31, 2016, there have been no changes, developments, events, effects, conditions or occurrences that have had or would reasonably be expected to have a Material Adverse Effect, and the Company has not:

(a) adopted a plan of complete or partial liquidation or dissolution, or reorganization;

(b) made any material change in its method of accounting, other than as required by GAAP or a change in Applicable Law which in either instance has been disclosed to Buyer; or

(c) committed to do any of the foregoing.

(ii) Except as set forth on Section 4.19 of the Disclosure Schedule, Company has not acted outside of the Ordinary Course of Business since December 31, 2018 (or committed to do so), including (a) making cash withdrawals, cash expense payments, distribution payments, (b) salary or bonus payments to Affiliates, and (c) incurring or increasing any liabilities including without limitation Debt obligations.

Section 4.20. Title to Assets; Sufficiency and Condition of Assets. Company has good and valid title to, or a valid leasehold interest in, the properties and all of its Assets, including without limitation those which are either shown either on the "Most Recent Financial Statements" (as defined below) or are listed on the Disclosure Schedule, free and clear of all Liens. The Assets owned and leased by the Company constitute all the assets used in connection with the Business. Such Assets constitute all the assets necessary for the Company to continue to conduct its Business following the Closing as it is being conducted. All inventory Assets are merchantable and fit for the purpose for which they were procured. All equipment and all other tangible personal property Assets (other than inventory) are free from material defects (latent or patent) and are in good operating condition and repair.

Section 4.21. Subsidiaries. Company does not own any Subsidiaries or an interest in any other Person. Each Member's Affiliates are listed on Section 4.21 of the Disclosure Schedule.

Section 4.22. Financial Statements. Attached hereto as **Exhibit 4.22** are the following financial statements (collectively the "*Financial Statements*"):

(i) audited consolidated balance sheets and statements of income, changes in stockholders' equity, and cash flow as of and for the fiscal years ended June 30, 2018 and June 30, 2019 (the "*Most Recent Fiscal Year End*") for Company; and

(ii) audited consolidated balance sheets and statements of income, changes in stockholders' equity, and cash flow (the "*Most Recent Financial Statements*") as of and for the period beginning July 1, 2019 and ending December 31, 2019 (the "*Most Recent Fiscal Month End*") for Company. The Financial Statements (including the notes thereto) have been prepared in accordance with GAAP for purposes of preparing Company's Federal Income Tax Return throughout the periods covered thereby and (1) are accurate and complete in all material respects; (2) present fairly the financial condition of Company as of such dates and the results of operations of Company for such periods; and (3) were prepared from and are consistent with the records of the Company that have been provided to Buyer.

Section 4.23. Undisclosed Liabilities; Long Term Debt.

(i) Company has no liabilities (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for taxes) of a type that would be recorded on Company's balance sheet if Company were using the accrual method of accounting in accordance with GAAP, except for: (i) liabilities included and described in the balance sheet included in the Most Recent Financial Statements (rather than in any notes thereto); and (ii) those liabilities that have arisen since the Most Recent Fiscal Month End in the Ordinary Course of Business. Company has no unrecorded, undisclosed or contingent Debt other than those set forth on Section 4.23 of the Disclosure Schedule.

(ii) Company has no long term debt or liabilities, other than (i) equipment leases not exceeding Five Thousand Dollars ($5,000) of future rent or other payments in the aggregate, (ii) the office leases and (iii) SBA Loan as set forth on Disclosure Schedule 4.13(b).

Section 4.24. FDA Compliance.

(i) since the formation of the Company, the Company has been and is in material compliance with all Applicable Laws related to food (including dietary supplements), drug and/or cosmetic safety and marketing, as applicable to the Business, including the Federal Food, Drug and Cosmetic Act, (21 U.S.C. § 301 *et seq.*), the Federal Trade Commission Act (15 U.S.C. § 41 *et seq.*), the Organic Foods Production Act (7 U.S.C. § 6501 *et seq.*), the Perishable Agricultural Commodities Act (7 U.S.C. § 499a *et seq.*), other applicable Laws enforced by the United States Department of Agriculture, including the Agricultural Act of 2014 (e.g., 7 U.S.C. § 5940) and the Agricultural Marketing Act of 1946 (7 U.S.C. § 1621 *et seq.*); any similar state or local Applicable Laws; and any other Applicable Law related to food, drug, or cosmetic safety and marketing (collectively, "Food, Drug & Cosmetic Laws").

(ii) since the formation of the Company, the products manufactured and distributed by the Company have been and are manufactured and labeled in material compliance with all applicable FDA regulations, including as applicable, those related to good manufacturing practice, nutrition labeling and claims requirements. Neither the Company nor any of its Members has received any written notice from any Governmental Authority alleging any violation of, or any liability or other obligation under, Food, Drug & Cosmetic Laws. There are no open inspections, inspectional reports, or other regulatory matters related to the products manufactured, sold and/or distributed by the Company before any Governmental Authority responsible for overseeing Food, Drug & Cosmetic Laws.

(iii) the Company possess a reasonable basis, as that term is used by the Federal Trade Commission, for all claims made about the products marketed by the Company, including competent and reliable scientific evidence for any health benefit claims for such products. Neither the Company nor any of its Members are currently subject to any Federal Trade Commission consent decrees or similar agreements with state attorneys general or other consumer protection agencies.

(iv) since the formation of the Company, the Company has not voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, market withdrawal or replacement relating to alleged lack of safety or regulatory compliance of any product, and, to the Knowledge of the Members, there are no facts or circumstances that would cause any Governmental Authority to require the recall, market withdrawal, replacement, reformulation, relabeling or suspension of manufacturing, promotion, importation or sale of any product that would be material and adverse to the Company, taken as a whole.

(e) all Business products sold by the Company, at the time of sale by the Company: (i) meet the applicable required specifications for the product; (ii) are fit for the purpose for which they are intended by the Company and are of merchantable quality; (iii) have been cultivated, processed, packaged, labelled, imported, tested, stored, transported and delivered, as applicable, in accordance with all Applicable Laws; (iv) are not adulterated, tainted or contaminated and do not contain any substance affirmatively prohibited by Applicable Law; and (v) are marketed and promoted in material compliance with Applicable Laws.

ARTICLE V.

DISCLAIMER

Section 5.1. Disclaimer. EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES MADE REGARDING THE COMPANY IN ARTICLE IV AND MADE BY THE MEMBERS IN ARTICLE VI OF THIS AGREEMENT (OR IN ANY CLOSING DELIVERY BY COMPANY OR THE MEMBERS (INCLUDING WITHOUT LIMITATION AS SET FORTH IN SECTION 3.2 OR 3.4) AS CONTEMPLATED OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT), BUYER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS MEMBERS OR AGENTS IS MAKING ANY PROMISE, REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY, OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF (I) THE COMPANY, (II) TITLE OF THE COMPANY IN AND TO THE PROPERTIES, (III) THE CONDITION OF THE PROPERTIES, (IV) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OF THE PROPERTIES, (V) ANY IMPLIED OR EXPRESS WARRANTY OF THE FITNESS OF THE PROPERTIES FOR A PARTICULAR PURPOSE, (VI) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AS TO THE PROPERTIES, (VII) ANY AND ALL OTHER IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW NOW OR HEREAFTER IN EFFECT AS TO THE PROPERTIES, OR (VIII) ANY IMPLIED OR EXPRESS WARRANTY REGARDING COMPLIANCE WITH ANY APPLICABLE ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH WITH REGARD TO THE PROPERTIES. BUYER HEREBY REPRESENTS, WARRANTS AND AGREES THAT BUYER IS EXPRESSLY NOT RELYING ON ANY STATEMENT, REPRESENTATION OR PROMISE OF THE COMPANY OR ITS AGENTS EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT (OR IN ANY CLOSING DELIVERY BY COMPANY OR THE MEMBERS (INCLUDING WITHOUT LIMITATION AS SET FORTH IN SECTION 3.2 OR 3.4) AS CONTEMPLATED OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (OR IN ANY CLOSING DELIVERY BY COMPANY OR THE MEMBERS (INCLUDING WITHOUT LIMITATION AS SET FORTH IN SECTION 3.2 OR 3.4) AS CONTEMPLATED OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT), IN ENTERING INTO THIS AGREEMENT AND IN CONSUMMATING THE TRANSACTIONS CONTEMPLATED HEREUNDER, BUYER ACCEPTS THE PROPERTIES "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, SUBJECT ONLY TO THE SPECIFIC REPRESENTATIONS AND WARRANTIES REGARDING THE PROPERTIES SET FORTH IN ARTICLE IV AND ARTICLE VI (OR IN ANY CLOSING DELIVERY BY COMPANY OR THE MEMBERS (INCLUDING WITHOUT LIMITATION AS SET FORTH IN SECTION 3.2 OR 3.4) AS CONTEMPLATED OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT), EACH AS FURTHER LIMITED BY THE SPECIFICALLY BARGAINED-FOR LIMITATIONS ON REMEDIES SET FORTH IN SECTION 12.2 AND SECTION 14.8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS SET FORTH IN THIS AGREEMENT (OR IN ANY CLOSING DELIVERY BY COMPANY OR THE MEMBERS (INCLUDING WITHOUT LIMITATION AS SET FORTH IN SECTION 3.2 OR 3.4) AS CONTEMPLATED OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT), NEITHER THE COMPANY NOR ITS MEMBERS OR AGENTS MAKES ANY PROMISE, REPRESENTATION OR WARRANTY AS TO (A) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY, OR ENVIRONMENTAL CONDITION OF THE PROPERTIES, (B) THE CONDITION OF THE PROPERTIES OR ANY VALUE THEREOF, OR (C) THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY DATA, INFORMATION, OR RECORDS FURNISHED OR MADE AVAILABLE TO BUYER IN CONNECTION WITH ITS REVIEW OF THE COMPANY'S PROPERTIES, AND BUYER SPECIFICALLY REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON OR HAS NOT RELIED UPON ANY SUCH REPRESENTATIONS AND WARRANTIES OF THE COMPANY OR THEIR AGENTS EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES MADE IN ARTICLE IV AND ARTICLE VI OF THIS AGREEMENT (OR IN ANY CLOSING DELIVERY BY COMPANY OR THE MEMBERS (INCLUDING WITHOUT LIMITATION AS SET FORTH IN SECTION 3.2 OR 3.4) AS CONTEMPLATED OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT). THE PROVISIONS OF THIS SECTION 5.1, TOGETHER WITH THE REMEDIES PROVIDED IN SECTION 12.2 AND SECTION 14.8 WERE SPECIFICALLY BARGAINED FOR BETWEEN BUYER AND THE COMPANY AND WERE TAKEN INTO ACCOUNT BY BUYER AND THE COMPANY IN ARRIVING AT THE MERGER CONSIDERATION. BUYER ACKNOWLEDGES AND AGREES TO THE FOREGOING AND AGREES, REPRESENTS AND WARRANTS THAT THE FOREGOING DISCLAIMER IS "CONSPICUOUS" AND THE RESULT OF ARM'S- LENGTH NEGOTIATION, THAT BUYER IS SOPHISTICATED AND KNOWLEDGEABLE ABOUT BUSINESS MATTERS AND IS REPRESENTED BY COUNSEL, THAT THIS DISCLAIMER IS NOT BOILERPLATE AND THAT THIS DISCLAIMER IS TO BE A CLEAR, UNEQUIVOCAL AND EFFECTIVE DISCLAIMER OF RELIANCE UNDER COLORADO LAW.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES OF THE MEMBERS

Each Member, severally and not jointly, represents as to itself to Buyer and Merger Sub as follows as of the Execution Date and as of the Closing Date:

Section 6.1. Organization and Standing. Such Member, if an entity, is duly formed, validly existing and in good standing under the laws of the state of its jurisdiction.

Section 6.2. Power and Authority. Each Member has all requisite power and authority to execute, deliver, and perform this Agreement and each other agreement, instrument or document executed or to be executed by it in connection with the transactions contemplated hereby to which it is a party and to consummate and perform the transactions contemplated hereby and thereby. The execution, delivery and performance by such Member of this Agreement and each other agreement, instrument or document executed or to be executed by such Member in connection with the transactions contemplated hereby to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action of such Member.

Section 6.3. Valid and Binding Agreement. This Agreement has been duly executed and delivered by such Member, and each other agreement, instrument or document executed or to be executed by such Member in connection with the transactions contemplated hereby to which it is a party has been, or when executed will be, duly executed and delivered by such Member, and constitutes or when executed and delivered will constitute (assuming that this Agreement and each other agreement, instrument or document constitute or will constitute the valid and legally binding obligations of the other parties thereto), a valid and legally binding obligation of such Member enforceable against it in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and the application of general principles of equity (regardless of whether that enforceability is considered in a Proceeding at law or in equity).

Section 6.4. Non-Contravention. Neither the execution, delivery, and performance by such Member of this Agreement and each other agreement, instrument or document executed or to be executed by such Member in connection with the transactions contemplated hereby to which it is a party, nor the consummation by it of the transactions contemplated hereby and thereby do or will: (i) if an entity, conflict with or result in a violation of any provision of such Member's Governing Documents; (ii) conflict with or result in a violation of any provision of, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation, or acceleration under, any Contract to which such Member is a party or by which it or any of its properties may be bound, or (iii) violate any Applicable Law binding upon such Member, except where such violation would not reasonably be expected to prohibit such Member from consummating the transactions contemplated by this Agreement.

Section 6.5. Approvals. No consent, approval, order, or authorization of, or declaration, filing, or registration with any Governmental Entity or of any third party is required to be obtained or made by any Member in connection with the execution, delivery, or performance by such Member of this Agreement, each other agreement, instrument, or document executed or to be executed by such Member in connection with the transactions contemplated hereby to which it is a party, or the consummation by it of the transactions contemplated hereby and thereby.

Section 6.6. Independent Evaluation. Each Member is an experienced and knowledgeable investor in the United States. Each Member has had access to the properties, the officers, consultants and other representatives of Buyer, and the books, records, and files of their respective properties. Each Member has conducted its own independent investigation of the condition, operation and business of Buyer and has been provided access to and an opportunity to review any and all information respecting Buyer and their business, assets, liabilities, results of operations, financial condition, technology and prospects as requested by each such Member in order for each such Member to make its own determination to proceed with the transactions contemplated by this Agreement; (ii) each Member has solely relied on (x) the basis of its own independent due diligence investigation and analysis of Buyer, its business, and (y) the representations and warranties made in Article VII, and the remedies specifically bargained for in Section 12.1 and Section 14.8; and (iii) such Member has been advised by and has relied on its own expertise and legal, land, tax, engineering, and other professional counsel concerning this transaction, the Buyer and its Subsidiaries and their business and the value of the Equity Merger Consideration.

Section 6.7. Financial Advisors. Except as set forth in Section 6.7 of the Disclosure Schedule, no Person is entitled to any advisory fee or brokerage commission or like payment from such Member in connection with the transactions contemplated by this Agreement.

Section 6.8. Investment Experience. Such Member acknowledges that it can bear the economic risk of its investment in the Equity Merger Consideration, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment represented by the Equity Merger Consideration.

Section 6.9. Restricted Securities. Each Member acknowledges that the Equity Merger Consideration has not been registered under applicable federal and state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Member's representations as expressed herein. Each Member acknowledges that the Equity Merger Consideration constitutes "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, each such Member must hold the Equity Merger Consideration indefinitely unless they are registered with the SEC and qualified by state Governmental Entity, or an exemption from such registration and qualification requirements is available. Each Member further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including the time and manner of sale, the holding period for the Equity Merger Consideration, and on requirements relating to Buyer which are outside of Buyer's control, and which Buyer may not be able to satisfy. Buyer understands that the Equity Merger Consideration and any securities issued in respect of or exchange therefor, shall bear one or all of the following legends: (a) a legend describing the restrictions relating to the Equity Merger Consideration contained in this Agreement and (b) any legend required by the securities laws of any state to the extent such laws are applicable to the Equity Merger Consideration represented by the certificate so legended.

Section 6.10. Accredited Investor; Investment Intent. Such Member is an accredited investor as defined in Regulation D under the Securities Act. Such Member is acquiring the Equity Merger Consideration for its own account for investment and not with a view to, or for sale or other disposition in connection with, any distribution of all or any part thereof, except in compliance with applicable federal and state securities laws.

Section 6.11. Brokers' Fees. Neither Company nor any Member has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

ARTICLE VII.

REPRESENTATIONS AND WARRANTIES OF BUYER AND MERGER SUB

Buyer and Merger Sub, jointly and severally, represent to the Company and represents to the Members as follows:

Section 7.1. Organization and Standing. Each of Buyer and Merger Sub is an entity duly organized or formed, validly existing and in good standing under the laws of the state of their formation and has all requisite corporate or limited liability company power and authority to carry on its business as now being conducted. Each of Buyer and Merger Sub is duly qualified or licensed to do business and in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, except in such jurisdictions where the failure to be so duly qualified or licensed and in good standing would not prevent or materially delay the consummation of the transactions contemplated by this Agreement.

Section 7.2. Power and Authority. Each of Buyer and Merger Sub has all requisite corporate or limited liability company power and authority to execute, deliver, and perform this Agreement and each other agreement, instrument, or document executed or to be executed by Buyer or Merger Sub, as the case may be, in connection with the transactions contemplated hereby to which it is a party and to consummate and perform the transactions contemplated hereby and thereby. The execution, delivery, and performance by Buyer and Merger Sub of this Agreement and each other agreement, instrument, or document executed or to be executed by Buyer or Merger Sub, as the case may be, in connection with the transactions contemplated hereby to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action of Buyer or Merger Sub.

Section 7.3. Valid and Binding Agreement. This Agreement has been duly executed and delivered by Buyer and Merger Sub, and each other agreement, instrument, or document executed or to be executed by Buyer or Merger Sub in connection with the transactions contemplated hereby to which it is a party has been, or when executed will be, duly executed and delivered by Buyer or Merger Sub, and constitutes (assuming that this Agreement and each other agreement, instrument or document constitute or will constitute the valid and legally binding obligation of the Company), or when executed and delivered will constitute, a valid and legally binding obligation of Buyer or Merger Sub, as applicable, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and the application of general principles of equity (regardless of whether that enforceability is considered in a Proceeding at law or in equity).

Section 7.4. Non-Contravention. Neither the execution, delivery, and performance by Buyer and Merger Sub of this Agreement and each other agreement, instrument, or document executed or to be executed by Buyer or Merger Sub in connection with the transactions contemplated hereby to which it is a party, nor the consummation by it of the transactions contemplated hereby and thereby do or will: (i) conflict with or result in a violation of any provision of Buyer's or Merger Sub's Governing Documents, (ii) conflict with or result in a violation of any provision of, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation, or acceleration under, any Contract to which Buyer or Merger Sub is a party or by which Buyer or Merger Sub, or any of their respective properties may be bound, or (iii) violate any Applicable Law binding upon Buyer or Merger Sub, except with respect to (ii) or (iii) above where such violation would not reasonably be expected to prohibit Buyer or Merger Sub from consummating the transactions contemplated by this Agreement..

Section 7.5. Approvals. Except in connection with the filing of the statement of merger with the Office of the Secretary of State of the State of Colorado and any approvals, filings, applications or consents listed as a Buyer delivery under Section 3.3 hereof, no consent, approval, order, or authorization of, or declaration, filing, or registration with any Governmental Entity or of any third party is required to be obtained or made by Buyer or Merger Sub in connection with the execution, delivery, or performance by Buyer or Merger Sub of this Agreement, each other agreement, instrument, or document executed or to be executed by Buyer or Merger Sub in connection with the transactions contemplated hereby to which it is a party or the consummation by it of the transactions contemplated hereby and thereby.

Section 7.6. Proceedings. There are no Proceedings pending or, to Buyer's Knowledge, threatened, in which Buyer or Merger Sub is or may be a party affecting the execution and delivery of this Agreement by Buyer or Merger Sub or the consummation of the transactions contemplated hereby by Buyer or Merger Sub.

Section 7.7. Financing. Buyer, at the Closing, will have such funds as are necessary for the consummation by it of the transactions contemplated hereby.

Section 7.8. Independent Evaluation. Buyer has had access to the Properties, the officers, consultants and other representatives of the Company. As of the Closing: (i) Buyer has conducted its own independent investigation of the condition, operation and business of the Company, and Buyer has been provided access to and an opportunity to review any and all information respecting the Company requested by Buyer in order for Buyer to make its own determination to proceed with the transactions contemplated by this Agreement; (ii) with respect to the Company, Buyer has solely relied on: (x) the basis of its own independent due diligence investigation of the Company, and (y) the representations and warranties made in Article IV and in Article VI; and (iii) Buyer has been advised by and has relied on its own expertise and legal, land, tax, engineering, and other professional counsel concerning this transaction, the Properties, and the value thereof.

Section 7.9. Financial Advisor. No Person is entitled to any fee or commission or like payment from Buyer in connection with the transactions contemplated by this Agreement, other than liabilities or expenses for which neither the Company nor any Member will have any liability.

Section 7.10. Capitalization of Buyer. The Equity Merger Consideration, when issued and delivered to the Members pursuant to the terms of this Agreement, will be duly authorized and validly issued in accordance with Applicable Law and Buyer's Governing Documents and will be fully paid (to the extent required under the Buyer's Governing Documents) and non-assessable. The Equity Merger Consideration will be issued notwithstanding any pre-emptive or similar rights.

Section 7.11. Brokers' Fees. Neither Buyer nor Merger Sub has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

ARTICLE VIII.

BUYER DISCLAIMER

Section 8.1. Buyer Disclaimer. EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES MADE BY BUYER IN ARTICLE VII OF THIS AGREEMENT, THE COMPANY AND THE MEMBERS EACH ACKNOWLEDGES THAT NEITHER BUYER NOR ANY OF ITS AGENTS IS MAKING ANY PROMISE, REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY, OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF (I) THE EQUITY MERGER CONSIDERATION OR BUYER, (II) TITLE IN AND TO THE EQUITY MERGER CONSIDERATION OR THE ASSETS OR PROPERTIES OF BUYER, (III) THE CONDITION OF THE EQUITY MERGER CONSIDERATION OR THE ASSETS OR PROPERTIES OF BUYER, (IV) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OF THE EQUITY MERGER CONSIDERATION OR THE ASSETS OR PROPERTIES OF BUYER, (V) ANY IMPLIED OR EXPRESS WARRANTY OF THE FITNESS OF THE EQUITY MERGER CONSIDERATION OR THE ASSETS OR PROPERTIES OF BUYER OR (VI) THE PROSPECTS OF BUYER, BUYER'S BUSINESS OR THE FUTURE VALUE OR MARKETABILITY OR LISTING OF STOCK OR EQUITY INTEREST IN BUYER. THE COMPANY AND THE MEMBERS EACH HEREBY REPRESENTS, WARRANTS AND AGREES THAT IT IS EXPRESSLY NOT RELYING ON ANY STATEMENT, REPRESENTATION OR PROMISE OF BUYER OR ITS AGENTS EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES MADE IN ARTICLE VII. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER BUYER NOR ANY OF ITS AGENTS MAKES ANY PROMISE, REPRESENTATION OR WARRANTY AS TO (A) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY, OR ENVIRONMENTAL CONDITION OF THE PROPERTIES OR ASSETS OF BUYER, (B) THE CONDITION OF THE BASE MERGER CONSIDERATION OR THE PROPERTIES OR ASSETS OF BUYER OR ANY VALUE THEREOF, OR (C) THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY DATA, INFORMATION, OR RECORDS FURNISHED OR MADE AVAILABLE TO THE COMPANY OR THE MEMBERS IN CONNECTION WITH THEIR REVIEW OF THE EQUITY MERGER CONSIDERATION OR THE PROPERTIES OR ASSETS OF BUYER OR OTHERWISE IN CONNECTION WITH THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND THE COMPANY AND THE MEMBERS EACH SPECIFICALLY REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON OR HAS NOT RELIED UPON ANY SUCH REPRESENTATIONS AND WARRANTIES OF BUYER OR ITS AGENTS EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES MADE BY BUYER IN ARTICLE VII. THE PROVISIONS OF THIS ARTICLE VII, TOGETHER WITH THE LIMITED REMEDIES PROVIDED IN SECTION 12.1 AND SECTION 14.8 WERE SPECIFICALLY BARGAINED FOR AMONG THE PARTIES AND WERE TAKEN INTO ACCOUNT BY THE PARTIES IN ARRIVING AT THE EQUITY MERGER CONSIDERATION. THE COMPANY AND THE MEMBERS EACH ACKNOWLEDGES AND AGREES TO THE FOREGOING AND AGREES, REPRESENTS AND WARRANTS THAT THE FOREGOING DISCLAIMER IS "CONSPICUOUS" AND THE RESULT OF ARM'S-LENGTH NEGOTIATION, THAT EACH THE COMPANY AND THE MEMBERS IS SOPHISTICATED AND KNOWLEDGEABLE ABOUT BUSINESS MATTERS AND IS REPRESENTED BY COUNSEL, THAT THIS DISCLAIMER IS NOT BOILERPLATE AND THAT THIS DISCLAIMER IS TO BE A CLEAR, UNEQUIVOCAL AND EFFECTIVE DISCLAIMER OF RELIANCE UNDER COLORADO LAW.

ARTICLE IX.

CERTAIN COVENANTS

Section 9.1. Access. Between the Execution Date and the Closing Date, the Company will give Buyer and Buyer's authorized representatives reasonable access to such Company's offices, accounting and financial books, records, files and other similar documents and materials to the extent in such Company's possession, custody or control and/or which can be provided without undue effort or expense and shall use its Reasonable Efforts to give Buyer and Buyer's authorized representatives reasonable access to the employees and properties involved in the business of the Company. Buyer acknowledges that, pursuant to its right of access, Buyer and its representatives will become privy to confidential and other information of the Company and that such confidential information (which includes Buyer's conclusions with respect to its evaluations) shall be held confidential by Buyer and its representatives in accordance with the terms of the Section 9.4.

Section 9.2. Interim Operation. Prior to the Closing Date, except as set forth onSection 9.2 of the Disclosure Schedule or with the prior written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned:

(a) The Company will continue the operations in the Ordinary Course of Business consistent with past practices, including capital spending, payments of payables and maintenance of the Assets.

(b) The Company will use Reasonable Efforts: to (i) preserve the present business operations, organization and goodwill of the Company, and (ii) preserve the present relationships with customers, suppliers and employees of the Company.

Section 9.3. Restrictions on Certain Actions. Without limiting the generality of the foregoing, during the period from the Execution Date to the Closing Date, the Company will not, and the Members shall cause the Company to not, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned:

(a) amend the applicable Governing Documents of the Company;

(b) issue, sell, or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase, or otherwise) any membership interests of any class or any other securities or equity equivalents in the Company or any phantom interest for which the value is derived therefrom;

(c) (i) repurchase, redeem, or otherwise acquire any of Company's securities; or (ii) adopt a plan of complete or partial liquidation or resolutions providing for or authorizing a liquidation, dissolution, merger, consolidation, conversion, restructuring, recapitalization, or other reorganization or winding up of the Company;

(d) (i) make any loans, advances, or capital contributions to, or investments in, any other Person other than the Company; (ii) pledge or otherwise encumber Membership Interests; or (iii) mortgage or pledge any of its assets, tangible or intangible, or create or suffer to exist any Lien thereupon; *provided, however*, that this Section 9.3(d) shall not prohibit the Company from satisfying its obligations under the Contracts, including any credit obligations required under such Contracts;

(e) (i) enter into or adopt any bonus, profit sharing, severance, termination, stock option, stock appreciation right, restricted stock, performance unit, stock equivalent, stock purchase, pension, retirement, deferred compensation or severance plan, program, policy or agreement; (ii) increase the compensation or fringe benefits of any management-level employee or above; (iii) pay to any management-level employee or above any benefit not required by any employee benefit plan, program, policy or agreement as in effect on the Execution Date; or (iv) except in the Ordinary Course of Business consistent with past practice, increase the compensation or fringe benefits of any other employees;

(f) acquire, purchase or lease, directly or indirectly, any single asset for the Company, except for acquiring an asset that does not exceed $50,000;

(g) sell, lease, transfer or otherwise dispose of, directly or indirectly, any assets of the Company, except for: (i) sales or exchanges of assets that are (A) worthless or obsolete or worn out in the Ordinary Course of Business, (B) no longer used or useful in the Ordinary Course of Business, (C) replaced by assets of equal of better suitability and value, and (ii) Inventory that is sold in the Ordinary Course of Business;

(h) acquire (by merger, consolidation, or acquisition of stock or assets or otherwise) any corporation, partnership, or other business organization or division thereof;

(i) pay, discharge, or satisfy any single claim, liability, or obligation (whether accrued, absolute, contingent, unliquidated, or otherwise, and whether asserted or unasserted) in excess of $25,000, other than the payment, discharge, or satisfaction in the Ordinary Course of Business consistent with past practice;

(j) enter into any lease, contract, agreement, commitment, arrangement, right-of-way, easement, option, or transaction outside the Ordinary Course of Business consistent with past practice;

(k) amend, modify, or change in any material respect any Contract; provided, however, that Buyer's consent is not required if Company enters into any of the foregoing if such amendment, modification or change results in terms that are not less favorable to the applicable Company than the base Contract;

(l) make any settlement of or compromise any Tax liability, change any of the accounting principles or practices used by Company, except for any change required by reason of a concurrent change in GAAP and notice of which is given in writing by such Company to Buyer; adopt any new Tax method of accounting; change any Tax election or make any new Tax election; surrender any right to claim a refund of Taxes; or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment;

(m) authorize or propose, or agree in writing or otherwise to take, any of the actions requiring the prior written consent of Buyer as described in this Section 9.3;

(n) (i) enter into, adopt or amend any collective bargaining agreement, Employee Benefit Plan, or other Contracts with any employee, officer, consultant or director of the Company or individual; (ii) take any action to forgive any loan to any current or former employee, officer, director or consultant of the Company; (iii) take any action to accelerate the vesting, time of payment or funding of any compensation or benefit due to any employee, officer, consultant or director of the Company; (iv) transfer or terminate the employment of any Company employee unless for cause and consistent with past practice; or (v) increase the salary, bonuses or other compensation paid or potentially payable to any Company employee; or

(o) enter into any transactions or take any actions outside the Ordinary Course of Business.

Section 9.4. Confidentiality. The Parties shall: (i) use Reasonable Efforts to maintain the confidentiality of the information and materials obtained pursuant to the negotiation and execution of this Agreement or the effectuation of the transactions contemplated hereby, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "***Confidential Information***"); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the provider thereof all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any Person to which disclosure is contemplated, require such Person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidences of clients.

Section 9.5. Taxes. The following provisions shall govern the allocation of responsibility as between Buyer and Members for certain Tax matters following the Closing Date:

(a) *Tax Indemnification*. Members shall jointly and severally indemnify Company and Buyer and hold them harmless from and against: (i) all income Taxes and other Taxes (or the non- payment thereof) of Company for all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date ("*Pre-Closing Tax Period*"); (ii) any and all income Taxes and other Taxes of any member of an affiliated, consolidated, combined, or unitary group of which Company (or any predecessor) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation §1.1502-6 or any analogous or similar state, local, or non-U.S. law or regulation; and (iii) any and all income and other Taxes of any Person (other than Company) imposed on Company as a transferee or successor, by contract or pursuant to any law, rule or regulation, which Taxes relate to an event or transaction occurring before the Closing.

If Taxes were reserved for as liabilities that reduced the Merger Consideration as Liabilities under Appendix I (Modified Net Working Capital), then for purposes of the indemnification under above clauses (i), (ii) and (iii), the Members shall be credited with the applicable reduction in Merger Consideration resulting therefrom to the extent that would result in a duplication in payment by Members. For example purposes only, if there were a liability for Taxes of $10,000, which reduced the Merger Consideration under Appendix I; then Members shall be credited with paying that through the reduction in Merger Consideration.

The foregoing indemnification obligation includes without limitation Members indemnifying Buyer against and to the extent of any liability of Company arising (x) because of Company's misclassification of employees as Form 1099 'independent contractors,' (y) failing to withhold or pay any Taxes relating to employees by Company, or (z) relating to any persons engaged (directly or indirectly) by the Company as Form 1099 'independent contractors' but for which W-2 filings and Tax treatment by Company for classification as an 'employee' and applicable Tax payments and withholdings by the Company as employer was, or is subsequently determined to be, required by law. Members shall reimburse Buyer for any Taxes of Company that are the responsibility of Members pursuant to this Section 9.5(a) within fifteen (15) Business Days after payment of such Taxes by Buyer or Company.

(b) *Straddle Period.* In the case of any taxable period that includes (but does not end on) the Closing Date (a "*Straddle Period*"), the amount of any income Taxes for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date (and for such purpose, the taxable period of any partnership or other pass-through entity in which Company holds a beneficial interest shall be deemed to terminate at such time). In the case of Taxes that are payable with respect to any Straddle Period of the Company, for purposes of allocating such Taxes between that portion of the Straddle Period ending on or before the Closing Date (the "*Pre-Closing Date Straddle Period*") and that portion of the Straddle Period beginning after the Closing Date (the "*Post-Closing Date Straddle Period*"), the portion of such Taxes related to the Pre-Closing Date Straddle Period will be deemed to be:

(A) in the case of income Taxes, franchise and margin Taxes, Taxes measured in whole or in part by reference to gross revenues or receipts, excise, employment, gross receipts and other similar Taxes, sales and use Taxes and Taxes imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible), equal to the amount that would be payable if the taxable year of the Company terminated based on an interim closing of the books as of the Closing Date, and based on accounting methods, elections and conventions that do not have the effect of distorting income and expenses; provided that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date in proportion to the number of days in each period; and

(B) in the case of Taxes that are imposed on a periodic basis with respect to the assets or capital of the Company, equal to the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period), multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that are in the Pre-Closing Date Straddle Period and the denominator of which is the number of days in the Straddle Period.

All determinations necessary to give effect to the foregoing allocations will be made in a manner consistent with the past practice of the Company with respect to such items, unless otherwise required by Applicable Law.

(c) *Responsibility for Filing Tax Returns*. Buyer shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for Company for all periods ending on or prior to the Closing Date that are filed after the Closing Date. Buyer shall permit Members to review and comment on each such Tax Return described in the preceding sentence prior to filing.

(d) *Refunds and Tax Benefits*. Any income Tax refunds that are received by Buyer or Company, and any amounts credited against income Tax to which Buyer or Company become entitled, that relate to income Tax periods or portions thereof ending on or before the Closing Date shall be for the account of Members, and Buyer shall pay over to Members any such refund or the amount of any such credit within fifteen (15) Business Days after receipt or entitlement thereto.

(e) *Cooperation on Tax Matters*.

(i) Buyer, Company and Members shall cooperate fully, as and to the extent reasonably requested by the other Party or Parties, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information reasonably relevant to any such audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Company, Members and Buyer agree: (A) to retain all books and records with respect to Tax matters pertinent to Company relating to any taxable period beginning before the Closing Date until expiration of the statute of limitations (and, to the extent notified by Buyer or Members, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority; and (B) to give the other applicable Party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other Party so requests, Company or Members, as the case may be, shall allow the other Party to take possession of such books and records.

(ii) Buyer and Members further agree, upon request, to use their best efforts to obtain any certificate or other document from any governmental authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated hereby).

(f) *Certain Taxes and Fees*. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the transactions contemplated herein shall be paid by Members when due, and the Party required by Applicable Law shall file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees, and, if required by Applicable Law, the other Party/Parties shall, and shall cause their Affiliates to, join in the execution of any such Tax Returns and other documentation. The expense of such filings shall be paid one-half by Buyer and one-half by Members.

(g) *Tax Basis of Assets.* Members jointly and severally represent and warrant that the Company entered into a taxable sale of assets with "GDS" (as hereinafter defined) in 2019 that was terminated, but for Federal Income Tax purposes was not rescinded which resulted in the Company having a step up in the Tax basis of its Assets to $5,400,000 and the Members as "partners" in the Company for Federal Income Tax purposes paid income taxes with respect thereto. The Members agree to jointly and severally indemnify Buyer and the Company if the tax basis of the Assets immediately prior to Closing is less than $5,400,000 and for that purpose shall pay Buyer within thirty (30) days of demand in immediately available funds an amount equal to the lost Tax savings as reasonably calculated by Buyer.

(h) *Section 368 Reorganization.* Members represent and warrant to Buyer that prior to the Merger, the Company was for Federal Income Tax purposes, converted from a "partnership" to a "corporation" through "checking the box" so the Company would qualify as a party to a Section 368 reorganization under the Code.

(i) *Survival*. The covenants contained in this Section 9.5 shall survive the Closing perpetually.

(j) *Indemnification Claims*. Any claim for indemnification pursuant to this Section 9.5 shall be made in accordance with the procedures set forth in Section 12.5.

Section 9.6 Books and Records. At Closing, the Members shall cause the Company to deliver to Buyer all records relating to the business that are in the Company's or its Affiliate's control, including original minute books and other corporate books and records and accounts.

Section 9.7. Reasonable Efforts; Further Assurances.

(a) Subject to the terms and conditions of this Agreement, each Party hereto will use its Reasonable Efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the transactions contemplated by this Agreement.

(b) After Closing, Buyer, Members and Members' Representative agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Agreement or of any document delivered pursuant to this Agreement and all other agreements to be executed by the Parties in connection with the consummation of the transactions contemplated by this Agreement.

Section 9.8 Company's Confidential Information. From and after the Closing, each Member shall (treat and hold as confidential any information concerning the business and affairs of the Business (including, without limitation, all Intellectual Property) that is not already generally available to the public (the "Confidential Information"), refrain from using any of the Confidential Information except in connection with this Agreement, and at any time upon the request of Buyer or the Company deliver promptly to Buyer or destroy, all embodiments (and all copies) of the Confidential Information which are in its possession or under its control. In the event that a Member is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, it shall notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 9.8. The information intended to be protected hereby shall include, but not be limited to, financial information, customers, sales representatives, methods of doing business, processes, know how, trade secrets, product and proposed product designs and specifications, plans, forecasts, proposals, contracts, and anything else having an economic or pecuniary benefit to Buyer, the Company, or the Members.

Section 9.9 Non-Competition.

(a) For a period of three (3) years commencing on the Closing Date (the "Restricted Period"), each Member shall not, directly or indirectly, other than the permitted activities expressly set forth on Schedule 9.9 (i) engage in or assist others in engaging in any (A) business that is the same or similar to the Business, or (B) activity that may require or inevitably requires disclosure of trade secrets, proprietary information or Confidential Information (collectively, the "Restricted Business") in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or, (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Company and customers or suppliers of the Company (each of the listed activities, as qualified on Schedule 9.9 for (and only applying to) the respective applicable Member relating to that activity as is listed thereon, being individually called a "Permitted Activity", and collectively "Permitted Activities". For clarification, Permitted Activities only apply to the individual Member identified with respect to the applicable Permitted Activity, and not any other Member). Notwithstanding the foregoing, a Member may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if such Member is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person. "Territory" shall mean the United States and its territories and any other country in which the Company operates. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 9.9 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(b) With respect to the Members that are entities and not individuals, their equity owners shall enter into confidentiality and non-competition agreements that are acceptable to the Buyer, which prohibit them from, for a period of three (3) years after the Closing: (i) competing with the Business of the Company within a reasonable geographical area; and (ii) disclosing Confidential Information of the Company (called collectively "Member Owner Non-Competition Agreements").

Section 9.10 Non-Solicitation.

(a) During the Restricted Period, no Member shall, directly or indirectly, hire or solicit any employee of the Company or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; provided, that nothing in this Section 9.10 shall prevent the Member from hiring (i) any employee whose employment has been terminated by the Company or Buyer or (ii) after 180 days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(b) During the Restricted Period, Members shall not, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Company or potential clients or customers of the Company for purposes of diverting their business or services from the Company.

Section 9.11 Remedy for Breach. Members acknowledge and agree that in the event of a breach of any of the provisions ofSections 9.8, 9.9 and 9.10, monetary damages shall not constitute a sufficient remedy. Consequently, in the event of any such breach, Buyer and its respective successors or assigns may, in addition to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages with respect to such breaching Member, or any individual entering into an agreement (employment or otherwise) with the Surviving Company or Buyer in connection with this Transaction at Closing.

ARTICLE X.

INTENTIONALLY OMITTED

ARTICLE XI.

INTENTIONALLY OMITTED

ARTICLE XII.

INDEMNIFICATION

Section 12.1. Indemnification by Buyer.

(a) From and after the Closing, Buyer shall indemnify, defend and hold the Company, each Member and each of the current officers, directors and managers of the Company and Members (and their respective Affiliates, their respective successors and permitted assigns and their respective directors, officers and managers) (collectively, the "***Member Indemnified Parties***") harmless from and against any and all Damages (individually, a "***Member Indemnified Claim***" and, collectively, "***Members' Indemnified Claims***") to the extent arising out of or related to: (i) any misrepresentation or breach of any warranty of Buyer or Merger Sub contained in this Agreement; or (ii) any breach of any covenant or agreement of Buyer or Merger Sub contained in this Agreement.

(b) For purposes of this Section 12.1, in determining whether the Buyer has breached any representations or warranties contained in this Agreement and for the determination of the existence of a breach, liability and Damages under this Article XII, all qualifications of such representations and warranties by materiality (whether by reference to the terms "material", "Material Adverse Effect" or otherwise) shall be disregarded.

(c) THE FOREGOING INDEMNIFICATIONS BY BUYER SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SIMPLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY INDEMNITEE, (ii) STRICT LIABILITY, OR (iii) ANY VIOLATION OF ANY LAW, RULE, REGULATION OR ORDER RELATED TO THE OWNERSHIP OR OPERATION OF THE PROPERTIES, INCLUDING APPLICABLE ENVIRONMENTAL LAWS.

Section 12.2. Indemnification by the Members.

(a) All representations, warranties and covenants of the Company and the Members shall survive the Closing and the Merger. From and after Closing, the Members shall, jointly and severally, defend, indemnify and hold Buyer (and its Affiliates, their respective successors and permitted assigns and their respective directors, shareholders, members, officers and managers) and Surviving Company (collectively, "***Buyer Indemnified Parties***") harmless from and against any and all Damages (along with any claim by Buyer under Section 12.2(b) individually a "***Buyer's Indemnified Claim***" and collectively "**Buyer's Indemnified Claims**") to the extent arising out of or related to (i) any misrepresentation or breach of any warranty of the Company, or of any of the Members relating to the Company (in Article IV), contained in this Agreement, (ii) any breach of any covenant or agreement of Company contained in this Agreement, (iii) the Retained Liabilities, or (iv) any and all Member Taxes.

(b) From and after Closing, each Member shall severally defend, indemnify and hold Buyer and Buyer Indemnified Parties harmless from and against any and all Damages to the extent arising out of or related to (i) any misrepresentation or breach of any warranty of such Member contained in Article VI of this Agreement and (ii) any breach of any covenant or agreement of such Member contained in this Agreement.

(c) THE FOREGOING INDEMNIFICATIONS BY THE MEMBERS SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SIMPLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY INDEMNITEE, (ii) STRICT LIABILITY, OR (iii) ANY VIOLATION OF ANY LAW, RULE, REGULATION OR ORDER RELATED TO THE OWNERSHIP OR OPERATION OF THE PROPERTIES, INCLUDING APPLICABLE ENVIRONMENTAL LAWS.

(d) For purposes of this Section 12.2, in determining whether the Members or Company have breached any representations or warranties contained in this Agreement and for the determination of the existence of a breach, liability and Damages under this Article XII, all qualifications of such representations and warranties by materiality (whether by reference to the terms "material", "Material Adverse Effect" or otherwise) shall be disregarded.

(g) Nothing in this Agreement shall be construed or interpreted as limiting a Party's right to seek and receive recovery for fraud committed by another Party.

(h) Subject to the other terms and conditions of this Article XII, after Closing, Damages for any and all Buyer Indemnified Claims for any and all breaches of representations, warranties or covenants of Members or the Company may be satisfied against and from Retained Funds, including Cash Merger Consideration (payment) amounts not yet paid to Members under the installment payment schedule or Equity Merger Consideration stock shares not yet issued and delivered to the Members, in addition to Buyer's right to seek recourse against other assets of Members.

Section 12.3. Special Indemnifications and Offset of a GDS Claim. Notwithstanding anything to the contrary contained within this Agreement or this Article XII, the Members agree to and will indemnify the Buyer against, and pay or reimburse Buyer from any Damages which Buyer may suffer, sustain or become subject to as a result of, pertaining to or arising from the Company's terminated transaction with Golden Development Solutions, Inc. ("GDS"), including the fees and costs attributed to the defense of any claim against the Company or the Buyer by GDS (a "GDS Claim") and any payments due to the Members under Article III shall be reduced to take account of a GDS Claim.

Section 12.4. Survival of Provisions. The representations and warranties shall survive the Closing (and Merger contemplated hereby) and continue in full force and effect until the date that is thirty (30) days following the expiration of the applicable statute of limitations (including any extensions thereto). The covenants and agreements of the Parties shall survive the Closing (and Merger) in accordance with their terms.

Section 12.5. Notice of Claim. If indemnification pursuant to Sections 12.1 or 12.2 is sought, the Party seeking indemnification (the "***Indemnitee***") shall give written notice to the indemnifying party (or to the Members' Representative, as applicable) of an event giving rise to the obligation to indemnify, describing in reasonable detail the factual basis for such claim, and shall allow the indemnifying party to assume and conduct the defense of the claim or action with counsel reasonably satisfactory to the Indemnitee, and may cooperate with the indemnifying party in the defense thereof; *provided, however*, that the omission to give such notice to the indemnifying party shall not relieve the indemnifying party from any liability that it may have to the Indemnitee, except to the extent that the indemnifying party is prejudiced by the failure of the Indemnitee to give such notice. The Indemnitee shall have the right to employ up to one separate counsel to represent the Indemnitee if the Indemnitee is advised by counsel that an actual conflict of interest makes it advisable for the Indemnitee to be represented by separate counsel and the reasonable expenses and fees of such separate counsel shall be paid by the indemnifying party.

Section 12.6. Net Amounts. Any amounts recoverable by any Party pursuant to this Article XII with respect to any Buyer's Indemnified Claims or Members' Indemnified Claims, as the case may be, shall be decreased by any insurance proceeds (net of collection costs) relating to such Buyer's Indemnified Claims or Member Indemnified Claims, as the case may be, which are actually paid to such Indemnitee by any Person (other than any Affiliate of such Indemnitee) not a party to this Agreement.

ARTICLE XIII.

NOTICES

Section 13.1. Notices. All notices and other communications required under this Agreement shall (unless otherwise specifically provided herein) be in writing and be delivered personally, by recognized commercial courier or delivery service which provides a receipt, by telecopier (with receipt acknowledged), by registered or certified mail (postage prepaid), or by electronic transmission to the Parties at the addresses set forth on Section 13.1 of the Disclosure Schedule or such other place within the continental limits of the United States of America as a Party may designate for itself by giving notice to the other Party, in the manner provided in this Section, at least ten days prior to the effective date of such change of address. All notices given by personal delivery, commercial courier or mail shall be effective on the date of actual receipt at the appropriate address. Notices given by telecopier shall be effective upon actual receipt if received during recipient's normal business hours or at the beginning of the next Business Day after receipt if received after recipient's normal business hours. All notices by telecopier shall be confirmed in writing on the day of transmission by either registered or certified mail (postage prepaid), or by personal delivery.

ARTICLE XIV.

MISCELLANEOUS MATTERS

Section 14.1. Parties Bear Own Expenses/No Special Damages. Each Party shall bear and pay all expenses (including, without limitation, legal fees) incurred by it in connection with the transaction contemplated by this Agreement. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF THE PARTIES SHALL HAVE ANY OBLIGATIONS WITH RESPECT TO BREACHES OF THIS AGREEMENT OR OTHERWISE IN CONNECTION HEREWITH, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES** (subject to Section 12.2(g) above and damage claims arising from fraud). For purposes of the foregoing, actual Damages may, however, include indirect, special, consequential, exemplary or punitive Damages to the extent (i) the injuries or losses resulting in or giving rise to such Damages are incurred or suffered by a Person that is not an Indemnitee pursuant to this Agreement or an Affiliate of such Indemnitee and (ii) such Damages are recovered against an Indemnitee by a Person that is not an Indemnitee or an Affiliate of such Indemnitee.

Section 14.2. Transfer Taxes. The Parties do not anticipate that any transfer Taxes will arise as a result of the consummation of the transactions contemplated by this Agreement. Notwithstanding the foregoing, if this transaction is deemed to be subject to transfer Tax for any reason, Buyer agrees to be responsible for one-half of such transfer Taxes and the Members agree to be jointly and severally responsible for one-half of such transfer Taxes. If the transactions contemplated by this Agreement are exempt from any such transfer Taxes upon the filing of an appropriate certificate or other evidence of exemption, Buyer will timely furnish to the Company such certificate or evidence. The Parties agree to cooperate fully with each other to minimize any liability for transfer Taxes to the extent legally permissible, and the Parties shall cooperate in the preparation, execution and filing of all Tax Returns regarding any transfer Taxes that become payable in connection with the transactions contemplated by this Agreement.

Section 14.3. Entire Agreement. This Agreement including the Exhibits and Schedules attached hereto contains the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions among the Parties with respect to such subject matter.

Section 14.4. Choice of Law, Jurisdiction, etc.

(a) Without regard to principles of conflicts of law, this Agreement, and all claims of causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be construed and enforced in accordance with and governed by the laws of the State of Colorado applicable to contracts made and to be performed entirely within such state and the laws of the United States of America, except that, to the extent that the law of a state in which a portion of the Properties is located (or which is otherwise applicable to a portion of the Properties) necessarily governs, the law of such state shall apply as to that portion of the property located in (or otherwise subject to the laws of) such state.

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the Federal courts of the United States of America located in Denver, Colorado and appropriate appellate courts therefrom, and each Party hereby irrevocably agrees that all claims in respect of such Dispute may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by Applicable Laws, any objection which they may now or hereafter have to the laying of venue of any such Dispute brought in any such court or any defense of inconvenient forum for the maintenance of such Dispute. Each Party agrees that a judgment in any such Dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(c) **EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT**.

Section 14.5. Assignment, Amendment and Waiver. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, provided that neither Party shall have the right to assign this Agreement, including any indemnification rights, or any obligations or benefits hereunder, without the prior written consent of the other Party first having been obtained. Except as otherwise provided in this Agreement, the failure by any Person to comply with any obligation, covenant or condition under this Agreement may be waived by the Person entitled to the benefit thereof only by a written instrument signed by the Person granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent other failure. The failure of any Person to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Person thereafter to enforce each and every such provision. No waiver of any breach of such provisions will be held to be a waiver of any other or subsequent breach.

Section 14.7. Counterpart Execution. For execution, this Agreement may be executed in counterparts, all of which constitute one and the same instrument. It shall not be necessary for Buyer and the Company to sign the same counterpart. This instrument may be validly executed and delivered by facsimile or other electronic transmission.

Section 14.8. Remedies. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specified terms or otherwise breach such provisions. Accordingly, the Parties acknowledge and agree that, to prevent breaches or threatened breaches by the Parties of any of their respective covenants or obligations set forth in this Agreement and to enforce specifically the terms and provisions of this Agreement, the Parties shall be entitled to request or seek an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other Parties has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement hereby waives any requirement to provide any bond or other security in connection with such order or injunction. The foregoing is in addition to any other remedy to which any Party is entitled at law, in equity or otherwise.

Section 14.9. References, Titles and Construction.

(a) All references in this Agreement to articles, sections, subsections and other subdivisions refer to corresponding articles, sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise.

(b) Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions.

(c) The words "this Agreement," "this instrument," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

(d) Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

(e) Examples shall not be construed to limit, expressly or by implication, the matter they illustrate.

(f) The word "or" is not intended to be exclusive and the word "includes" or "including" and its derivatives means "includes (or including), but is not limited to" and corresponding derivative expressions.

Section 14.10. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof.

Section 14.11. No Third Party Beneficiaries. Except as to the Members' Representative (as expressly set forth herein), nothing in this Agreement shall entitle any Person other than the Members, Company, Surviving Company, Buyer, Merger Sub, the Buyer Indemnified Parties and the Member Indemnified Parties to any claims, cause of action, remedy or right of any kind.

Section 14.12. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in timely fulfilling or performing any covenant of this Agreement (except for any obligations to make payments to the other Party hereunder), when, to the extent, and only for the period, such failure or delay is caused by or results from the following force majeure events ("***Force Majeure Events***") provided the event is not caused in whole or part by the Impacted Party as defined below: (a) acts of G-d; (b) city or county wide (in each case) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or citywide riot; (d) national or international blockades; (e) city wide or county wide strikes, labor stoppages or labor slowdowns; and (f) city or county wide electric power failure; and further expressly provided that, except for the following sentence, "Force Majeure Events" shall not include the "Coronavirus" (i.e.: COVID-19) or virus under or known by that or any other name, nor any other flu or contagious disease or epidemic affecting the United States, nor the effect or impact thereof on Colorado, the United States or the world at large, or the local, national or global marketplace or economy, nor any emergency declaration (e.g.; public health emergency) or laws, orders or regulation enacted by any government authority or authorities as a result thereof or to address or respond to any of the foregoing, or any other direct or indirect effect of any such virus, disease, epidemic or similar medical contagion of any size or nature whatsoever (the foregoing being called a "Medical Contagion Event"). Notwithstanding the preceding sentence, for purposes of this Agreement, a Medical Contagion Event may be a Force Majeure Event, for and only for a period of up to a maximum of 60 days (and no longer), if and to the extent, and only for the period (i) the Federal government formally declares and maintains a "National Emergency" for the entire United States for the Medical Contagion Event and (ii) further, the Federal government enacts or implements and maintains a nationwide federal order rule or regulation restricting activities by persons within the United States, and (iii) such restrictions and the direct effects thereof materially and adversely directly diminish the ability of a Party hereto timely fulfilling or performing any covenant of this Agreement (except for any obligations to make payments to the other Party hereunder). The Party impacted by the Force Majeure Event (the "***Impacted Party***") shall give notice within five days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Prior to Closing, in the event that the Impacted Party's failure or delay remains uncured for a period of ten days following written notice given by it under this Section 14.12, either Party may thereafter terminate this Agreement upon 5 days' written notice.

Section 14.13. Members' Representative.

(a) Each Member hereby has appointed Nate Weinberg, individually, as the Members' Representative and as agent and attorney-in-fact for and on behalf of each Member, with full powers of substitution, to give and receive notices and communications, to agree to, negotiate, enter into settlements and compromises of, and demand dispute resolution and comply with orders of arbitrators, courts, tribunals or other Governmental Bodies and awards of arbitrators, courts, tribunals or other Governmental Bodies with respect to any claims or other matters that may arise under this Agreement or the other ancillary transaction documents, and to take all actions and execute all such documents necessary or appropriate in the good faith discretion of the Members' Representative for the accomplishment of the transactions contemplated by this Agreement and the other ancillary transactions, including, without limitation, the power:

(i) to agree with Buyer and Merger Sub with respect to any matter or thing required by or deemed necessary by Members' Representative in connection with this Agreement, including without limitation any amendments to this Agreement;

(ii) to receive and hold the Merger Consideration and any other amounts payable pursuant to this Agreement and to distribute the same to the Members;

(iii) to execute and deliver any and all other agreements, documents and other papers which the Members' Representative deems necessary or appropriate in connection with this Agreement, or any of the transactions contemplated hereby or thereby;

(iv) to terminate, amend, waive or interpret any provision of this Agreement;

(v) to act for each Member and all Members with regard to the indemnification matters referred to in this Agreement, including, without limitation, the power to compromise or settle any claim on behalf of such Member;

(vi) to retain attorneys, accountants and other professionals to provide services to the Members' Representative in fulfillment of his obligations under this Agreement and as otherwise deemed appropriate in connection with the Closing of the transactions contemplated by this Agreement or related matters arising thereafter; and

(vii) to do or refrain from doing any further act or deed on behalf of each Member which the Members' Representative deems necessary or appropriate in his sole discretion relating to the subject matter of this Agreement as fully and completely as such Member could if personally present.

(b) Notwithstanding the foregoing or anything else in this Agreement, the Members' Representative shall have no authority to defend a breach or alleged breach by a Member of any representation, warranty or covenant of this Agreement, as to which such Member is solely liable or potentially liable, and such Member shall have the sole authority to defend against any such claim.

(c) No bond shall be required of the Members' Representative, and the Members' Representative shall receive no compensation for his services.

(d) Neither the Members' Representative nor any of his agents or employees shall be liable to any Member of any error of judgment, or any action taken, suffered or omitted to be taken, under this Agreement except in the case of its gross negligence, willful misconduct or fraud. The Members' Representative may consult with legal counsel, independent public accountants or other experts selected by him and shall not be liable for any action taken or omitted to be taken in good faith by him in accordance with the advice of such counsel, accounts or experts.

(e) Each Member hereby agrees to indemnify and hold the Members' Representative harmless from any and all liability, loss, cost, damage or expense (including attorneys' fees) reasonably incurred or suffered as a result of the performance of his duties under this Agreement, except such that arises from the gross negligence or willful misconduct or fraud of the Members' Representative.

(f) A decision, act, consent or instruction of the Members' Representative shall constitute a decision of all Members and shall be final, binding and conclusive upon each Member.

(g) Buyer shall be entitled to rely upon any document or other paper delivered by Members' Representative as being authorized by Members, and Buyer shall not be liable to any Member for any action taken or omitted to be taken by Buyer based on such reliance.

(h) Until all obligations under this Agreement shall have been discharged (including all indemnification obligations under Article XII), Members who, immediately prior to the Closing, are entitled in the aggregate to receive more than 50% of the Merger Consideration, may, from time to time upon notice to Buyer, appoint a new Members' Representative upon the death, incapacity, or resignation of Members' Representative. If, after the death, incapacity, or resignation of Members' Representative, a successor Members' Representative shall not have been appointed by Members within 15 Business Days after a request by Buyer, Buyer may appoint a Members' Representative from among the Members to fill any vacancy so created by notice of such appointment to Members.

For clarification, Buyer may communicate with and accept instruments signed by and with Nate Weinberg, as the Members' Representative, as set forth above, in the same manner as if interacting directly with, communicating with and accepting instruments signed by any or all of the individual Members (until death, resignation, incapacity or replacement as set forth above) as the Members' lawful attorney-in-fact, and the Members shall be bound thereby.

[Signature Pages Follow]

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

BUYER:

GROVE, INC., a Nevada corporation

By: /s/ Allan Marshall
Print Name: Allan Marshall
Title: CEO

MERGER SUB:

INFUSIONZ ACQUISITIONS, LLC, a Colorado limited liability company

By: GROVE, INC., a Nevada corporation, its Manager

By: /s/ Andrew J. Norstrud
Print Name: Andrew J. Norstrud
Title: CFO

COMPANY:

INFUSIONZ, LLC, a Colorado limited liability company

By: /s/ Nathan Weinberg
Print Name: Nathan Weinberg
Title: **[Manager/Managing Member/President]** and Authorized Signatory

THE MEMBERS:

NRW VENTURES LLC, a Colorado limited liability company

By: /s/ Nathan Weinberg
Print Name: Nathan Weinberg
Title: **[Manager/Managing Member/President]** and Authorized Signatory

GRASSFED INVESTMENTS LLC, a Colorado limited liability company

By: /s/ Seth elken
Print Name: Seth elken
Title: **[Manager/Managing Member/President]** and Authorized Signatory

REIDO DISTRIBUTORS LLC, a Colorado limited liability company

By: /s/ Joseph Reid
Print Name: Joseph Reid
Title: **[Manager/Managing Member/President]** and Authorized Signatory

JR HAPPY LAB LLC, a Colorado limited liability company

By: /s/ Jonathan Hoenig
Print Name: Jonathan Hoenig
Title: **[Manager/Managing Member/President]** and Authorized Signatory

J CHARLES MANAGEMENT LLC, a Colorado limited liability company

By: /s/ Jeremy Charles Kamlet
Print Name: Jeremy Charles Kamlet
Title: **[Manager/Managing Member/President]** and Authorized Signatory

THINGAMAGIG LLC, a [Colorado] limited liability company

By: /s/ Keane Tsu
Print Name: Keane Tsu
Title: **[Manager/Managing Member/President]** and Authorized Signatory

BLUE EVERETT LLC, a [C olorado] limited liability company

By: /s/ Alexander Leder
Print Name: Alexander Leder
Title: **[Manager/Managing Member/President]** and Authorized Signatory

GREEN RUSH NETWORK LLC, a Colorado limited liability company

By: /s/ Nathan Weinberg
Print Name: Nathan Weinberg
Title: **[Manager/Managing Member/President]** and Authorized Signatory

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

STATE OF NEVADA

OFFICE OF THE SECRETARY OF STATE

Commercial Recordings & Notary Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

BARRY AVERITT
3010 3RD ST. S., STE. B
Jacksonville Beach, FL 32250

Work Order #: W2019100700860
October 7, 2019
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 103517

Charges

Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Business Entity Filed Documents	20190208207	10/7/2019 11:45:45 AM	Approved	1	$44.00	$44.00
Total						$44.00

Payments

Type	Description	Payment Status	Amount
Credit Card	5704739328426433203093	Success	$44.00
Total			$44.00

Credit Balance: $0.00

BARRY AVERITT
3010 3RD ST. S., STE. B
Jacksonville Beach, FL 32250

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application

☑ ANNUAL ☐ AMENDED (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

GROVE, INC.	NV20181637537
NAME OF ENTITY	Entity or Nevada Business Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: *Read instructions before completing and returning this form.*

Please indicate the entity type (check only one):

☑ Corporation
- ☐ This corporation is publicly traded, the Central Index Key number is:

☐ Nonprofit Corporation (see nonprofit sections below)

☐ Limited-Liability Company

☐ Limited Partnership

☐ Limited-Liability Partnership

☐ Limited-Liability Limited Partnership

☐ Business Trust

☐ Corporation Sole

Filed in the Office of	Business Number
Barbara K. Cegavske	E0417932018-8
Secretary	Filing Number
State Of Nevada	20190174780
	Filed On
	09/23/2019 15:42:20 PM
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

☐ 001 - Governmental Entity

☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is $200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C $ 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit $200.00 for the state business license.

☐ Unit-owners' Association ☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. $501(c)

For nonprofit entities formed under NRS Chapter 82 and 80:Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

☐ No - no additional form is required

☐ Yes - the "Charitable Solicitation Registration Statement" is required.

☐ The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****

150103

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the Office of	Business Number
Barbara K. Cegavske	E0417932018-8
	Filing Number
	20190181821-63
Secretary	Filed On
State Of Nevada	04/26/2019
	Number of Pages
	8

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For Nevada Profit Corporations (Pursuant to NRS 78.1955)

1. Name of corporation:

GROVE, INC.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

CERTIFICATE OF DESIGNATION OF RIGHTS,
REFERENCES AND PRIVILEGES OF
SERIES A CONVERTIBLE PREFERRED STOCK OF
GROVE, INC.

1. Number of Shares; Designation. A total of 1,000,000 shares of preferred stock, par value $0.001 per share, of the Company are hereby designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock").

2. Stated Value. The Stated Value of the Series A Preferred Stock Shall be $0.05 per share.
(Balance attached.)

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X _____

Signature of Officer

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation
Revised: 1-5-15

CERTIFICATE OF DESIGNATION OF RIGHTS, REFERENCES AND PRIVILEGES OF SERIES A CONVERTIBLE PREFERRED STOCK OF GROVE, INC.

(Continued)

3. Liquidation.

(a) In the event of a consolidation, merger, reorganization, Change of Control (as defined below), or other business combination of the Company with or into any other person or persons, the sale of all or substantially all of the assets of the Company, liquidation, dissolution or winding up of the Company, whether voluntary or involuntary (a "Liquidation Event"), the holders of the Series A Preferred Stock then outstanding shall be entitled to receive out of the available assets of the Company, whether such assets are stated capital or surplus of any nature, an amount on such date equal to the Stated Value, as adjusted, (the "Liquidation Preference") to be distributed pro rata in accordance with each Holder's ownership of the Series A Preferred Stock.

(b) The Company shall, no later than the date on which a Liquidation Event occurs, deliver written notice of any Liquidation Event, stating the payment date or dates when and the place or places where the amounts distributable in such circumstances shall be payable, not less than 30 days prior to any payment date stated therein, to each Holder.

4. Conversion.

(a) Right to Convert. Each Holder shall have the right to convert, at any time and from time to time, all or any part of the Series A Preferred Stock held by such Holder into such number of fully paid and non-assessable shares of Common Stock (the "Conversion Shares") as is determined in accordance with the terms hereof (a "Conversion").

(b) Conversion Notice. In order to convert Series A Preferred Stock, a Holder shall send to the Company by facsimile transmission, at any time prior to 3:00 p.m., New York time, on the Business Day (as used herein, the term "Business Day" shall mean any day except a Saturday, Sunday or day on which the Federal Reserve Bank of New York, New York is closed in the ordinary course of business) on which such Holder wishes to effect such Conversion (the "Conversion Date"), a notice of conversion in substantially the form attached as Annex I hereto (a "Conversion Notice"), stating the number of shares of Series A Preferred Stock to be converted, and a calculation of the number of shares of Common Stock issuable upon such Conversion in accordance with the rate set forth in paragraph 4(c) below. The Holder shall promptly thereafter send the Conversion Notice and the certificate or certificates being converted to the Company. The Company shall issue a new certificate for Preferred Shares to the Holder in the event that less than all of the Preferred Shares represented by a certificate are converted; provided, however, that the failure of the Company to deliver such new certificate shall not affect the right of the Holder to submit a further Conversion Notice with respect to such Preferred Shares and, in any such case, the Holder shall be deemed to have submitted the original of such new certificate at the time that it submits such further Conversion Notice. Except as otherwise provided herein, upon delivery of a Conversion Notice by a Holder in accordance with the terms hereof, such Holder shall, as of the applicable Conversion Date, be deemed for all purposes to be the record owner of the Common Stock to which such Conversion Notice relates.

(c) Conversion Rate. The Holders may, at such Holder's option, without any further

consideration, at any time, elect to convert all or any portion of the Series A Preferred Stock held by such person into one (1) fully paid and nonassessable share of Common Stock per each Series A Preferred Stock converted (the "Conversion Rate"). Upon the event of a liquidation, dissolution, or winding up of the Company, the conversion rights of the Series A Preferred Stock shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the Holders.

(d) Delivery of Conversion Shares. The Company shall, no later than the close of business on the third (3rd) Business Day following the later of the date on which the Company receives a Conversion Notice from a Holder, and the date on which the Company receives the related Preferred Shares certificate (such third Business Day, the "Delivery Date"), issue and deliver or cause to be delivered to such Holder the number of Conversion Shares determined pursuant to paragraph 4(c) above.

(e) Adjustments. The Conversion Rate shall be subject to adjustment from time to time as follows:

(i) In the event that the Company shall (A) pay a dividend or make a distribution, in shares of Common Stock, on any class of Capital Stock of the Company (B) split or subdivide its outstanding Common Stock into a greater number of shares, or (C) combine its outstanding Common Stock into a smaller number of shares, then in each such case the Conversion Rate in effect immediately prior thereto shall be adjusted so that the holder of each share of the Series A Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock that such holder would have owned or have been entitled to receive after the occurrence of any of the events described above had such share of the Series A Preferred Stock been converted immediately prior to the occurrence of such event. An adjustment made pursuant to this paragraph 4(e)(i) shall become effective immediately after the close of business on the record date in the case of a dividend or distribution and shall become effective immediately after the close of business on the effective date in the case of such subdivision, split or combination, as the case may be. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the close of business on the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock under clause (ii).

(ii) No adjustment in the Conversion Rate shall be required unless the adjustment would require an increase or decrease of at least 1% in the Conversion Rate then in effect; provided, however, that any adjustments that by reason of this paragraph 4(e)(ii) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this paragraph 4(e) shall be made to the nearest cent or nearest 1/100th of a share.

(iii) In the event that, at any time as a result of an adjustment made pursuant to paragraph 4(e)(i) above, the holder thereafter surrendered for conversion shall become entitled to receive any shares of Capital Stock of the Company other than shares of the Common Stock, thereafter the number of such other shares so receivable upon conversion of any share of the Series A Preferred Stock shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in paragraph 4(e)(i) above, and the other provisions of this paragraph 4(e) with respect to the

Common Stock shall apply on like terms to any such other shares.

(f) In case of any reclassification of the Common Stock (other than in a transaction to which paragraph 4(e)(i) applies), any consolidation of the Company with, or merger of the Company into, any other entity, any merger of another entity into the Company (other than a merger that does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of Common Stock of the Company), Change of Control (as defined below), any sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange, pursuant to which share exchange the Common Stock is converted into other securities, cash or other property, then lawful provision shall be made as part of the terms of such transaction whereby the holder of each share of the Series A Preferred Stock then outstanding shall have the right thereafter, during the period such share shall be convertible, to convert such share only into the kind and amount of securities, cash and other property receivable upon the reclassification, consolidation, merger, sale, transfer, Change of Control, or share exchange by a holder of the number of shares of Common Stock of the Company into which a share of the Series might have been converted immediately prior to the reclassification, failed to exercise rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon consummation of such transaction, subject to adjustment as provided in paragraph 4(e) above following the date of consummation of such transaction. As a condition to any such transaction, the Company or the person formed by the consolidation or resulting from the merger or which acquires such assets or which acquires the Company's shares, as the case may be, shall make provisions in its certificate or articles of incorporation or other constituent document to (i) establish such right and (ii) ensure that any such transaction does not, in and of itself, effect the holders' rights to the Liquidation Value. The certificate or articles of incorporation or other constituent document shall provide for adjustments which, for events subsequent to the effective date of the certificate or articles of incorporation or other constituent document, shall be as nearly equivalent as may be practicable to the adjustments consolidation, merger, sale, transfer or share exchange assuming that such holder of Common Stock provided for in this paragraph 4. The provisions of this paragraph 4(f) shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(g) If:

(i) the Company shall take any action which would require an adjustment in the Conversion Rate pursuant to paragraph 4(e); or

(ii) the Company shall authorize the granting to the holders of its Common Stock generally of rights, warrants or options to subscribe for or purchase any shares of any class or any other rights, warrants or options; or

(iii) there shall be any reclassification or change of the Common Stock (other than a subdivision or combination of its outstanding Common Stock or a change in par value) or any consolidation, merger or statutory share exchange to which the Company is a party and for which approval of any stockholders of the Company is required, or the sale or transfer of all or substantially all of the assets of the Company; or

(iv) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then, the Company shall cause to be delivered to each Holder, as promptly as possible, but at least 20 days prior to the applicable date hereinafter specified, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution or granting of rights, warrants or options or, if a

record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights, warrants or options are to be determined, or (B) the date on which such reclassification, change, consolidation, merger, statutory share exchange, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, change, consolidation, merger, statutory share exchange, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice or any defect therein shall not affect the legality or validity of the proceedings described in this paragraph 4(g).

(h) The Company shall promptly cause a notice of an adjusted Conversion Rate to be delivered to each Holder.

(i) In any case in which paragraph 4(e) provides that an adjustment shall become effective immediately after a record date for an event and the date fixed for such adjustment pursuant to paragraph 4(e) occurs after such record date but before the occurrence of such event, the Company may defer until the actual occurrence of such event issuing to the holder of any Series A Preferred Stock converted after such record date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the Common Stock issuable upon such conversion before giving effect to such adjustment.

(j) Subject to paragraph 4(c) hereof, the Company shall at all times reserve and keep available for issuance upon the conversion of the shares of the Series A Preferred Stock the maximum number of each of its authorized but unissued shares of Common Stock as is reasonably anticipated to be sufficient to permit the conversion of all outstanding shares of the Series A Preferred Stock, and shall take all action required to increase the authorized number of shares of Common Stock, or any other actions necessary or desirable, if at any time there shall be insufficient authorized but unissued shares of Common Stock to permit such reservation or to permit the conversion of all outstanding shares of the Series A Preferred Stock.

5. Intentionally omitted.

6. Voting Rights.

(a) Holders of the Series A Preferred Stock shall vote together with the Common Stock, as a single class on all matters to which shareholders of the Company are entitled to vote at the rate of ten (10) votes per share of Series A Preferred Stock.

(b) Whenever holders of the Series A Preferred Stock are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken and signed by the holders of the Series A Preferred Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(c) Holders of the Series A Preferred Stock shall vote together as a separate class on all matters which impact the rights, value, or ranking of the Common Stock or Series A Preferred Stock, as provided herein.

(d) So long as any shares of the Series A Preferred Stock are outstanding, the Company shall not without first obtaining the approval (by vote or written consent, as provided by law) of

a majority of the then outstanding shares of the Series A Preferred Stock, voting as a separate class:

(i) in any manner authorize, issue or create (by reclassification or otherwise) any new class or series of shares having rights, preferences or privileges equal or senior to or on parity the Series A Preferred Stock;

(ii) adversely alter or change the rights, preferences, designations or privileges of the Series A Preferred Stock; or

(iii) amend the Company's Articles of Incorporation of By-laws in a manner that adversely affects the rights, preferences, designations or privileges of the holders of the Series A Preferred Stock;

(e) Except as set forth in this Certificate of Designation, the Series A Preferred Stock shall have no other voting rights or other rights to consent to any matter to which stockholders of the Company may vote upon or consent to.

7. Status of Shares. All Series A Preferred Stock that are at any time converted pursuant to paragraph 4 above, and all Series A Preferred Stock that are otherwise reacquired by the Company and subsequently canceled by the Board of Directors, shall be retired and shall not be subject to reissuance.

8. Certain Definitions. As used in this Certificate, the following terms shall have the following respective meanings:

"Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under common control with such specified person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise; and the term "controlling" and "controlled" having meanings correlative to the foregoing.

"Capital Stock" of any person or entity means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in the common stock or preferred stock of such person or entity, including, without limitation, partnership and membership interests.

"Change of Control" means the existence or occurrence of any of the following: (a) the sale, conveyance or disposition of all or substantially all of the assets of the Company; (b) the effectuation of a transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Company is disposed of (other than as a direct result of normal, uncoordinated trading activities in the Common Stock generally); (c) the consolidation, merger or other business combination of the Company with or into any other entity, immediately following which the prior stockholders of the Company fail to own, directly or indirectly, at least fifty percent (50%) of the voting equity of the surviving entity; (d) a transaction or series of transactions in which any person or "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) acquires more than fifty percent (50%) of the voting equity of the Company; (e) the replacement of a majority of the Board of Directors with individuals who were not nominated or elected by at least a majority of the directors at the time of such replacement; or (f) a transaction or series of transactions that constitutes or results in a "going private transaction" (as defined in Section 13(e) of the Exchange Act and the regulations of the Commission issued thereunder).

"Holder" means any holder of Series A Preferred Stock, all of such holders being the "Holders."

"Stated Value" of any share of Series A Preferred Stock shall mean $0.05.

IN WITNESS WHEREOF, the Company has caused this Certificate to be duly executed on its behalf by its undersigned President as of April 24, 2019.

By: _____
Name: Robert Hackett
Title: President

ANNEX I

CONVERSION NOTICE

The undersigned hereby elects to convert shares of Series A Preferred Stock (the "Preferred Stock"), represented by stock certificate No(s). , into shares of common stock ("Common Stock") of Grove, Inc. (the "Company") according to the terms and conditions of the Certificate of Designation relating to the Preferred Stock (the "Certificate of Designation"), as of the date written below. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Certificate of Designation.

Conversion Date:

Number of Shares of Series A Preferred Stock to be Converted:

Applicable Conversion Rate:

Number of Shares of Common Stock to be Issued:

Name of Holder:

Address:

Signature:_____
Name: _____
Title: _____

090204

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the Office of	Business Number
Barbara K. Cegavske	E0417932018-8
Secretary	Filing Number
State Of Nevada	20190181823-85
	Filed On
	04/26/2019
	Number of Pages
	3

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:
GROVE, INC.

2. The articles have been amended as follows: (provide article numbers, if available)
Article Three of the Amended Articles of Incorporation of this corporation is amended to read as follows:

3. Authorized Stock.

(a) Authorized Capital Stock. (i) The total number of shares of stock that the Corporation shall have authority to issue is 110,000,000 consisting of (i) 100,000,000 shares of Common Stock, par value $0.001 per share ("Common Stock") and (ii) 10,000,000 shares of Preferred Stock, par value $0.001 per share ("Preferred Stock")

(Balance attached.)

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 100%

4. Effective date and time of filing: (optional) Date: Time:
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X _____
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

BALANCE OF AMENDMENT

(b) Preferred Stock. Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the Nevada Revised Statutes ("N.R.S.") (hereinafter, along with any similar designation relating to any other class of stock that may hereafter be authorized, referred to as a "Preferred Stock Designation"), to establish from time to time one or more classes of Preferred Stock or one or more series of Preferred Stock, by fixing and determining the number of shares to be included in each such class or series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof. The authority of the Board of Directors with respect to each series, is hereby expressly vested in it and shall include, without limiting the generality of the foregoing, determination of the following:

(i) the designation of such class or series, which may be by distinguishing number, letter or title;

(ii) the number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding);

(iii) the amounts payable on, and the preferences, if any, of shares of the series in respect of dividends payable and any other class or classes of capital stock of the Corporation, and whether such dividends, if any, shall be cumulative or noncumulative;

(iv) dates on which dividends, if any, shall be payable;

(v) whether the shares of such class or series shall be subject to redemption by the Corporation, and if made subject to redemption, the redemption rights and price or prices, if any, for shares of the class or series;

(vi) The terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

(vii) the amounts payable on and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(viii) whether the shares of the series shall be convertible into or exchangeable for shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series of such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

(ix) Restrictions on the issuance of shares of the same class or series or of any other class or series; and

(x) whether the holders of the shares of such class or series shall be entitled to vote, as a class, series or otherwise, any and all matters of the corporation to which holders of Common Stock are entitled to vote.

(c) The Board of Directors is hereby authorized to create and issue, whether or not in connection with the issuance and sale of any of stock or other securities or property of the Corporation, rights entitling the holders thereof to purchase from the Corporation shares of stock or other securities of the Corporation or any other corporation. The times at which and the terms upon which such rights are to be issued will be determined by the Board of Directors and set forth in the contracts or instruments that evidence such rights. The authority of the Board of Directors with respect to such rights shall include, but not be limited to, determination of the following:

(i) The initial purchase price per share or other unit of the stock or other securities or property to be purchased upon exercise of such rights;

(ii) Provisions relating to the times at which and the circumstances under which such rights may be exercised or sold or otherwise transferred, either together with or separately from, any other stock or other securities of the Corporation;

(iii) Provisions that adjust the number or exercise price of such rights or amount or nature of the stock or other securities or property receivable upon exercise of such rights in the event of a combination, split or recapitalization of any stock of the Corporation, a change in ownership of the Corporation's stock or other securities or a reorganization, merger, consolidation, sale of assets or other occurrence relating to the Corporation or any stock of the Corporation, and provisions restricting the ability of the Corporation to enter into any such transaction absent an assumption by the other party or parties thereto of the obligations of the Corporation under such rights;

(iv) Provisions that deny the holder of a specified percentage of the outstanding stock or other securities of the Corporation the right to exercise such rights and/or cause the rights held by such holder to become void;

(v) Provisions that permit the Corporation to redeem or exchange such rights; and

(vi) The appointment of a rights agent with respect to such rights.

090204

090204

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the Office of Barbara K. Cegavske Secretary State Of Nevada	Business Number E0417932018-8
	Filing Number 20190042026-96
	Filed On 01/30/2019
	Number of Pages 1

Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

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Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

CRFT, INC.

2. The articles have been amended as follows: (provide article numbers, if available)

Article One of the Articles of Incorporation of this corporation is amended to read as follows:
The name of corporation is Grove, Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 100

4. Effective date and time of filing: (optional) Date: Time:

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 1-5-15

040105

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Articles of Incorporation
(PURSUANT TO NRS CHAPTER 78)

Filed in the Office of	Business Number
Barbara K. Cegavske	E0417932018-8
Secretary	Filing Number
State Of Nevada	20180393053-34
	Filed On
	09/05/2018
	Number of Pages
	3

(This document was filed electronically.)

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1. Name of Corporation:
CRFT, INC.

2. Registered Agent for Service of Process: (check only one box)
[X] Commercial Registered Agent: INCORP SERVICES, INC. (Name)
[ ] Noncommercial Registered Agent (name and address below) *OR* [ ] Office or Position with Entity (name and address below)
Name of Noncommercial Registered Agent **OR** Name of Title of Office or Other Position with Entity
Street Address | City | Nevada | Zip Code
Mailing Address (if different from street address) | City | Nevada | Zip Code

3. Authorized Stock: (number of shares corporation is authorized to issue)
Number of shares *with par value:* 30000000 — Par value per share: $ 0.001 — Number of shares *without par value:* 0

4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)
1) STEPHEN HONG (Name)
5425 S. VALLEY VIEW BLVD. (Street Address) | LAS VEGAS (City) | NV (State) | 89118 (Zip Code)
2) ROBERT HACKETT (Name)
5425 S. VALLEY VIEW BLVD. (Street Address) | LAS VEGAS (City) | NV (State) | 89118 (Zip Code)

5. Purpose: (optional; required only if Benefit Corporation status selected)
The purpose of the corporation shall be:
ANY LEGAL PURPOSE

6. Benefit Corporation: (see instructions)
[ ] Yes

7. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)
I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.
RITA STROM (Name)
X RITA STROM (Incorporator Signature)
14 ORCHARD SUITE 200 (Address) | LAKE FOREST (City) | CA (State) | 92630 (Zip Code)

8. Certificate of Acceptance of Appointment of Registered Agent:
I hereby accept appointment as Registered Agent for the above named Entity.
X INCORP SERVICES, INC.
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity
9/5/2018 (Date)

This form must be accompanied by appropriate fees.

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

180304

Registered Agent Acceptance

(PURSUANT TO NRS 77.310)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit http://www.nvsos.gov/index.aspx?page=141

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Certificate of Acceptance of Appointment by Registered Agent

In the matter of CRFT, INC.

Name of Represented Business Entity

I, InCorp Services, Inc. am a:

Name of Appointed Registered Agent *OR* Represented Entity Serving as Own Agent*

(complete only one)

a) [X] commercial registered agent listed with the Nevada Secretary of State,

b) [ ] noncommercial registered agent with the following address for service of process:

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

c) [ ] represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

and hereby state that on 09/05/2018 I accepted the appointment as registered agent for the above named business entity.

Date

X _____ Kathy Shin on behalf of InCorp Services, Inc. 09/05/2018

Authorized Signature of R.A. or On Behalf of R.A. Company — Date

*If changing Registered Agent when reinstating, officer's signature required.

X _____

Signature of Officer — Date

BYLAWS OF GROVE, INC. a Nevada corporation

ARTICLE I
Offices

Section 1. Registered Office. The registered office of GROVE, Inc. (the "Corporation") shall be maintained at such locations within the State of Nevada as the Board of Directors from time to time shall designate. The Corporation shall maintain in charge of such registered office an agent upon whom process against the Corporation may be served.

Section 2. Other Offices. The Corporation may also have an office or offices at such other place or places, either within or without the State of Nevada, as the Board of Directors from time to time may determine or the business of the Corporation may require.

ARTICLE II
Meetings of Shareholders

Section 1. Annual Meetings. Subject to the provisions of these Bylaws, the annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before such meeting, shall be held on such date and at such time as shall be designated by the Board of Directors and specified in the notice of such meeting. If the election for directors shall not be held on the day designated therefor or at any adjournment thereof, the directors shall cause such election to be held at a special meeting of the shareholders as soon thereafter as may be convenient. At such special meeting, subject to the provisions of these Bylaws, the shareholders may elect the directors and transact any other business with the same force and effect as at an annual meeting duly called and held.

Section 2. Special Meetings. A special meeting of the shareholders for any purpose or purposes, unless otherwise prescribed by statute, may be called at any time and shall be called by the President or Secretary, upon the direction of the Board of Directors, or upon the written request of a shareholder or shareholders holding of record at least ten percent (10%) of the issued and outstanding shares of the Corporation entitled to vote at such a meeting.

Section 3. Meetings by Electronic Communication. If authorized by the Board of Directors, and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders not physically present at a meeting of shareholders may, by electronic communication, participate in such meeting and be deemed present in person and vote at such meeting, whether such meeting is to be held at a designated place or solely by electronic communication, provided that (a) the Corporation shall implement reasonable methods to verify that each person deemed present and permitted to vote at the meeting by means of electronic communication is a shareholder, (b) the Corporation shall implement reasonable methods to provide such shareholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (c) the Corporation maintains a record of any shareholder vote or other action taken at the meeting by electronic communication.

Section 4. Place of Meetings. All meetings of the shareholders shall be held at the principal place of business of the Corporation or at such other place, within or without of the State of Nevada, as shall be designated by the Board of Directors and specified in the notice of each such meeting.

Section 5. Notice of Meetings. Except as otherwise provided by law, notice of each meeting of the shareholders, whether annual, special, or adjourned, shall be given, not less than ten (10) calendar days nor more than sixty (60) calendar days before the day on which such meeting is to be held, to each shareholder of record entitled to vote at such meeting by delivering a written or printed notice thereof to such shareholder personally, by facsimile machine, electronic transmission (e-mail), or by mailing such notice in a postage prepaid envelope addressed to such shareholder at the post office address furnished by such shareholder to the Secretary for such purpose, or, if such shareholder shall not have furnished to the Secretary an address for such purpose, then at the address of such shareholder last known to the Secretary. Except when expressly required by law, no publication of any notice of a meeting of shareholders shall be required. Notice of any meeting of shareholders shall not be required to be given to any shareholder who shall attend such meeting in person or by proxy. If any shareholder shall in person or by proxy waive notice, in writing, of such meeting, whether before or after such meeting, notice thereof need not be given to such shareholder. Notice of any adjourned meeting of the shareholders shall not be required to be given, except when expressly required by law.

Section 6. Quorum. At each meeting of the shareholders, the presence in person or by proxy of shareholders holding of record a majority of the issued and outstanding shares entitled to vote at such meeting shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, the shareholders entitled to vote who are present in person or by proxy at the time and place of any meeting, or, if no shareholder entitled to vote is so present in person or by proxy, any officer entitled to preside at or act as secretary of such meeting may adjourn such meeting from time to time, without notice other than an announcement at such meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 7. Organization. At every meeting of the shareholders, the President, or, in his or her absence, a Vice President, or, in the absence of the President and all of the Vice Presidents, a chairman chosen by a majority interest of the shareholders present in person or by proxy and entitled to vote there at, shall act as chairman. The Secretary, or, in his or her absence, an Assistant Secretary, shall act as secretary at all meetings of the shareholders. In the absence from any such meeting of the Secretary or an Assistant Secretary, the chairman may appoint any person to act as secretary of such meeting.

Section 8. Business and Order of Business. Subject to the provisions of these Bylaws, at each meeting of the shareholders, such business may be transacted as may properly be brought before such meeting.

Section 9. Voting. At each meeting of the shareholders, each shareholder shall be entitled to one vote in person or by proxy for each share of the Corporation having voting rights registered in his or her name on the books of the Corporation at the close of business on the day next preceding the day on which notice of such meeting was given, or, if no notice was given, on the day next preceding the day on which such meeting is held, except when, pursuant to the provisions of Section 7 of Article VII of these Bylaws, a date shall have been determined as a record date for the determination of the shareholders entitled to vote. Any shareholder entitled to vote may vote in person or by proxy in writing. Each such proxy shall be subject to the provisions of Section 78.355 of the Nevada Revised Statutes. The presence at any meeting of any shareholder who has given a proxy shall not revoke such proxy, unless such shareholder shall file written notice of such revocation with the secretary of such meeting prior to the voting of such proxy.

At each meeting of the shareholders, all matters other than those, the manner of deciding of which is expressly regulated by statute, the Articles of Incorporation, or these Bylaws, shall be decided by a majority of the votes cast by the holders of shares entitled to vote therefor.

Section 10. Conduct of Meetings of Shareholders. Meetings of the shareholders shall generally follow reasonable and fair procedure. Subject to the foregoing, the conduct of any meeting and the determination of procedure and rules shall be within the absolute discretion of the chairman, and there shall be no appeal from any ruling of the chairman with respect to
procedure or rules. Accordingly, in any meeting of the shareholders, or part thereof, the chairman shall have the absolute power to determine appropriate rules or to dispense with theretofore prevailing rules. Without limiting the foregoing, the following rules shall apply:

A. Within his or her sole discretion, the chairman of a meeting may adjourn such meeting by declaring such meeting adjourned. Upon his or her doing so, such meeting shall be immediately adjourned.

B. The chairman may ask or require that anyone who is not a bona fide shareholder or proxy leave a meeting.

C. A resolution or motion shall be considered for vote only if proposed by a shareholder or duly authorized proxy, and seconded by a person, who is a shareholder or a duly authorized proxy, other than the person who proposed the resolution or motion. The chairman may propose any motion for vote.

D. The chairman of a meeting may impose any reasonable limits with respect to participation by shareholders in a meeting, including, but not limited to, limits on the amount of time at the meeting used for the remarks or questions or any shareholder, limits on the numbers of questions per shareholder, and limits as to the subject matter and timing of questions and remarks by shareholders.

Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any meeting of the shareholders except in accordance with the procedures specified in this Section 10; provided, however, that nothing in this Section 10 shall be deemed to preclude discussion by any shareholder as to any business properly brought before any meeting.

The chairman shall, if the facts warrant, determine and declare at any meeting of the shareholders that business was not properly brought before such meeting in accordance with the provisions of this Section 10, and if he or she should so determine, he or she shall so declare to such meeting and any such business not properly brought before such meeting shall not be transacted.

Section 11. Advance Notice of Shareholder Proposed Business at any Meeting of the Shareholders. To be properly brought before any annual meeting of the shareholders, business must be either (a) specified in the notice of such meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before such meeting by or at the direction of the Board of Directors, or (c) otherwise properly brought before such meeting by a shareholder. In addition to any other applicable requirements, including, but not limited to, requirements imposed by federal and state securities laws pertaining to proxies, for business to be properly brought before any meeting by a shareholder, such shareholder must have given timely notice thereof in writing to the Secretary. To be timely, shareholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not later than the close of business on the 15th calendar day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure was made, whichever first occurs. A shareholder's notice to the Secretary shall specify as to each matter such shareholder proposes to bring before any meeting of the shareholders (a) a brief description of the business desired to be brought before such meeting and the reasons for conducting such business at such meeting, (b) the name and record address of the shareholder proposing such business, (c) the class and number of shares of the Corporation which are beneficially owned by such shareholder, and (d) any material interests of such shareholder in such business.

Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any annual meeting except in accordance with the procedures specified in this Section 11. The chairman of such annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before such meeting and in accordance with the provisions of this Section 11, and if he or she should so determine, he or she shall so declare to such meeting and any such business not properly brought before such meeting shall not be transacted.

Section 12. Action by Shareholders Without a Meeting. Any action required or permitted to be taken at a meeting of the shareholders pursuant to any provision of the Nevada Revised Statutes, the Articles of Incorporation, or these Bylaws may be taken without a meeting, subject to the provisions of Section 78.320 of the Nevada Revised Statutes, if the shareholders who would have been entitled to cast the minimum number of votes which would be necessary to authorize such action at a meeting at which all of the shareholders entitled to vote thereon were present and voting shall consent in writing to such action being taken. Whenever action of the Corporation is so taken, the consents of the shareholders consenting thereto shall be filed with the minutes of proceedings of the shareholders.

Section 13. Voting of Stock By Certain Holders. Shares of common stock of the Corporation registered in the name of a corporation, partnership, trust or other entity, if entitled to be voted, may be voted by the president or a vice president, a general partner or trustee thereof, as the case may be, or a proxy appointed by any of the foregoing persons, unless some other person who has been appointed to vote such common stock pursuant to a bylaw or a resolution of the board of directors or similar source governing such corporation or other entity or agreement of the partners of a partnership presents a certified copy of such bylaw, resolution, or agreement, in which event such person may vote such common stock. Any director or other fiduciary may vote stock registered in his or her name as such fiduciary, either in person or by proxy.

Shares of common stock of the Corporation directly or indirectly owned by the Corporation shall not be voted at any meeting of shareholders and shall not be counted in determining the total number of issued and outstanding shares of common stock entitled to be voted at any given time, unless those shares are held by the Corporation in a fiduciary capacity, in which event those shares may be voted and shall be counted in determining the total number of issued and outstanding shares of common stock.

The Board of Directors may adopt, by resolution, a procedure by which a shareholder may certify in writing to the Corporation that any shares of common stock registered in the name of such shareholder are held for the account of a specified person other than such shareholder. Each such resolution shall specify the class of shareholders who may make such certification, the purpose for which such certification may be made, the form of certification and the information to be specified in such certification; if such certification is with respect to a record date or closing of the stock transfer books, the time after the record date or closing of the stock transfer books within which such certification must be received by the Corporation; and any other provisions with respect to the procedure which the Board of Directors considers necessary or appropriate. On receipt of such certification, the person specified in such certification shall be regarded as, for the purposes specified in such certification, the shareholder of record of the common stock specified in such certification in place of the shareholder who makes such certification.

Section 14. Inspectors. At any meeting of shareholders, the chairman of such meeting may, or upon the request of any shareholder shall, appoint one or more persons as inspectors for such meeting. Such inspectors shall ascertain and report the number of shares of common stock represented at such meeting based upon their determination of the validity and effect of proxies, count all votes, report the results and perform such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders. Each report of an inspector shall be in writing and signed by him or her or by a majority of them, if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors regarding the number of shares of common stock represented at the meeting and the results of the voting shall be prima facie evidence thereof.

Section 15. Voting by Ballot. Voting on any question or in any election may be viva voce unless the presiding officer shall order, or any stockholder shall demand that voting be by ballot.

ARTICLE III
Board of Directors

Section 1. General Powers. The property, affairs, and business of the Corporation shall be managed by the Board of Directors.

Section 2. Number, Qualifications and Term of Office. The Board of Directors shall consist initially of one (1) member with the exact number of directors to be determined from time to time by the Board of Directors. At any regular meeting or at any special meeting called for that purpose, a majority of the Board of Directors may establish, increase or decrease the number of directors, provided that the tenure of office of a director shall not be affected by any decrease in the number of directors. The directors shall be elected annually at the annual meeting of the shareholders. Each director shall hold office until his or her successor shall have been elected and qualified, until his or her death, until he or she shall have resigned in the manner specified in Section 13 of this Article III, or until he or she shall have been removed in the manner specified in Section 14 of this Article III, whichever shall first occur. Any director elected to fill a vacancy in the Board of Directors shall be deemed elected for the unexpired portion of the term of his or her predecessor on the Board of Directors. Each director, at the time of his or her election, shall be at least eighteen (18) years of age.

Section 3. Nomination of Directors. (a) Only persons who are nominated in accordance with the procedures set forth in this section shall be eligible for election as directors. The Board of Directors, or a duly appointed committee thereof, shall act as a nominating committee for selecting nominees for election as directors. Except in the case of a nominee substituted as a result of the death or incapacity of a nominee of the nominating committee, the nominating committee shall deliver written nominations to the Secretary not less than sixty (60) days nor more than ninety (90) days prior to the appropriate date of the previous meeting of shareholders called for election of directors. Provided such nominating committee makes such nominations, no nominations for directors, except those made by the nominating committee, shall be voted upon at the annual meeting unless other nominations by shareholders are made in accordance with the provisions of this section. No person shall be elected as a director of the Corporation unless nominated in accordance with the procedures set forth in this section. Ballots specifying the names of all persons nominated by the nominating committee and by shareholders shall be provided for use at the annual meeting.

(b) Nominations of persons for election to the Board of Directors of the Corporation at an annual meeting of shareholders may be made by any shareholder entitled to vote for the election of directors at such meeting who complies with the procedures specified in this section. Such nominations, other than those made by the Board of Directors or a nominating committee thereof, shall be made pursuant to timely notice in writing to the Secretary as specified in this section. To be timely, a shareholder's notice shall be delivered to or received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the appropriate anniversary date of the previous meeting of shareholders of the Corporation called for the election of directors. Each such shareholder's notice shall specify (1) the name and address of the shareholder who intends to make the nomination and of the person or persons to be nominated; (2) a representation that such shareholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at such meeting to nominate the person or persons specified in the notice; (3) the consent of each nominee to serve as director of the Corporation, if so elected; and (4) the class and number of shares of stock of the Corporation which are beneficially owned by such shareholder on the date of such shareholder's notice and, to the extent known, by any other shareholders known by such shareholder to be supporting such nominees on the date of such shareholder notice. At the request of the Board of Directors, any person nominated by the Board of Directors, or a nominating committee thereof, for election as a director shall furnish to the Secretary that information required to be specified in a shareholder's notice of nomination which pertains to the nominee together with the required written consents, each as described herein.

(c) The Board of Directors may reject any nomination by a shareholder not timely made in accordance with the requirements of this section. If the Board of Directors, or a designated committee thereof, determines that the information provided in a shareholder's notice does not satisfy the informational requirements of this section in any material aspect, the Secretary shall notify such shareholder of the deficiency in the notice. Such shareholder shall have an opportunity to cure the deficiency by providing additional information to the Secretary within such period of time, not to exceed five (5) calendar days from the date such deficiency notice is given to such shareholder, as the Board of Directors or such committee shall reasonably determine. If such deficiency is not cured within such period, or if the Board of Directors or such committee reasonably determines that the additional information provided by such shareholder, together with information previously provided, does not satisfy the requirements of this section in any material respect, the Board of Directors may reject such shareholder's nomination. The Secretary shall notify a shareholder in writing whether his or her nomination has been made in accordance with the time and informational requirements of this section. Notwithstanding the procedures specified in this section, if neither the Board of Directors nor such committee makes a determination as to the validity of any nominations by a shareholder, the chairman of such annual meeting shall determine and declare at such annual meeting whether the nomination was made in accordance with the terms of this section. If such chairman determines a nomination was made in accordance with the terms of this section, he or she shall so declare at such annual meeting and ballots shall be provided for use at the annual meeting with respect to such nominee. If such chairman determines that a nomination was not made in accordance with the terms of this section, he or she shall so declare at the annual meeting and the defective nomination shall be disregarded.

Section 4. Election of Directors. At each meeting of the shareholders for the election of directors, the directors shall be chosen by a plurality of the votes cast at such election by the holders of shares entitled to vote thereon. The vote for directors is not required to be by ballot, unless demanded by a shareholder entitled to vote therefor at such meeting and before the voting begins.

Section 5. Annual Meetings. The annual meeting of the Board of Directors shall be held in each year immediately after the annual meeting of shareholders, at such place as the Board of Directors from time to time may fix and, if so held, notice of such meeting is not required to be given.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board of Directors shall determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at such place at the same hour on the next succeeding business day that is not a legal holiday. Notice of regular meetings is not required to be given.

Section 7. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or any one (1) director. Notice of any special meeting shall be given to each director at his or her business or residence address in writing by hand delivery, first-class or overnight mail or courier service, facsimile transmission, electronic transmission, or orally by telephone communication. If mailed by first-class mail, such notice shall be deemed adequately delivered when deposited in the United States mail so addressed, with postage thereon prepaid, at least five (5) calendar days before such meeting. If by overnight mail or courier service, such notice shall be deemed adequately delivered when such notice is delivered to the overnight mail or courier service at least twenty four (24) hours before such meeting. If by hand delivery, facsimile transmission, or electronic transmission, such notice shall be deemed adequately delivered when such notice is transmitted at least twenty four (24) hours before such meeting. If by telephone, such notice shall deemed adequately given if given at least twelve (12) hours prior to the time set for such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors is required to be specified in the notice of such meeting. A meeting may be held at any time without notice if all the directors are present or if those not present waive notice of such meeting in writing, either before or after such meeting.

Section 8. Place of Meeting. Meetings of the Board of Directors may be held at such place or places within or without the State of Nevada as the Board of Directors from time to time may designate.

Section 9. Quorum and Manner of Acting. A majority of the directors shall be required to constitute a quorum for the transaction of business at any meeting. The act of a majority of the directors present at any meeting while a quorum is present shall be an act of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum be had. Notice of any adjourned meeting shall be given, in the same manner as notice of special meetings is required to be given, as specified in these Bylaws. The directors shall act only as a board and the individual directors shall have no power as such.

Section 10. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if, prior or subsequent to such action, all members of the Board of Directors or such committee, as the case may be, consent thereto in writing and such written consents are filed with the minutes of the proceedings of the Board of Directors or such committee. Such consent shall have the same effect as a unanimous vote of the Board of Directors or such committee for all purposes and may be specified as such in any certificate or other document.

Section 11. Organization. At each meeting of the Board of Directors, the President or, in his or her absence, a chairman chosen by a majority of the directors present, shall act as chairman. The Secretary, or, in his or her absence, an Assistant Secretary, if any, or, in the absence of the Secretary and the Assistant Secretaries, if any, any person appointed by the chairman, shall act as secretary of such meeting.

Section 12. Order of Business. At all meetings of the Board of Directors business may be transacted in such order as the Chairman of the Board of Directors may determine.

Section 13. Resignation. Any director of the Corporation may resign at any time upon notice given in writing or by electronic transmission to President or to the Secretary; provided, however, in the event such notice is given by electronic transmission, such electronic transmission must either specify or be submitted with information from which it can be determined that such electronic transmission was authorized by the resigning director. The resignation of any director shall be effective at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

Section 14. Removal of Directors. Any director may be removed at any time, either with or without cause, by the shareholders at any regular or special meeting of the shareholders, and the vacancy in the Board of Directors caused thereby may be filled by the shareholders at the same meeting.

Section 15. Vacancies. In addition to a vacancy occurring by removal by the shareholders, as contemplated by Section 14 of Article III of these Bylaws, a vacancy in the Board of Directors shall occur upon the happening of any of the following events:

(a) a director dies or resigns:

(b) the shareholders fail to elect the number of directors authorized to be elected at any meeting of shareholders at which any director is to be elected;

(c) the Board of Directors, by resolution, have elected to increase the number of directors;

(d) the Board of Directors declare vacant the office of any director for such cause as the Board of Directors may determine; or

(e) a vacancy occurs for any other reason.

Any vacancy occurring in the Board of Directors shall be filled by a majority of the remaining members of the Board of Directors, though less than a quorum, and each person so elected shall hold office until the next annual meeting of shareholders and until his or her successor is duly elected and has been qualified.

Section 16. Indemnification of Directors, Officers, Employees and Agents. The Corporation may indemnify each director, officer, employee, and agent of the Corporation, pursuant to the provisions of Section 78.7502 of the Nevada Revised Statutes, as set forth in Article VI of these Bylaws.

Section 17. Loss of Deposits. No director shall be liable for any loss which may occur because of the failure of the bank, trust company, savings and loan association, or other institution with which funds or securities of the Corporation have been deposited.

Section 18. Surety Bonds. Unless required by law, no director shall be obligated to provide any bond or surety or other security for the performance of any of his or her duties.

Section 19. Reliance. Each director, officer, employee and agent of the Corporation shall, in the performance of his or her duties with respect to the Corporation, be fully justified and protected with regard to any act or failure to act in reliance in good faith upon the books of account or other records of the Corporation, upon an opinion of counsel, or upon reports made to the Corporation by any of its officers or employees, advisers, accountants, appraisers or other experts or consultants selected by the Board of Directors or officers of the Corporation, regardless of whether such counsel or expert may also be a director.

Section 20. Rights of Directors. The directors of the Corporation shall have no responsibility to devote their full time to the affairs of the Corporation. Any director of the Corporation, in his or her personal capacity or in a capacity as an affiliate, employee, or agent of any other person, or otherwise, may have business interests and engage in business activities similar to, in addition to, or in competition with, those of or relating to the Corporation.

Section 21. Telephonic Meeting. Unless restricted by the Articles of Incorporation, any one or more members of the Board of Directors may participate in a meeting of the Board of Directors by conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other. Participation by such method shall constitute presence in person at such meeting.

ARTICLE IV
Officers

Section 1. Number. The officers of the Corporation shall be a President, a Treasurer, and a Secretary, and, in the discretion of the Board of Directors, one or more Vice Presidents, and such other officers as determined by the Board of Directors, in its sole discretion, to be appropriate.

Section 2. Election, Qualifications, and Terms of Office. The officers shall be elected annually by the Board of Directors. Each officer shall hold office until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation, or removal in the manner specified in these Bylaws. Any person may hold more than one office.

Section 3. Resignations. Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, the President, or the Secretary. Unless otherwise specified in such written notice, such resignation shall be effective upon receipt of the notice thereof by the Board of Directors or any such officer.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled for the unexpired portion of the term by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Corporation. Subject to the direction of the Board of Directors, the President shall have general charge of the business affairs and property of the Corporation and general supervision of its officers and agents. If present, the President shall preside at all meetings of shareholders and at all meetings of the Board of Directors. The President shall see that all orders and resolutions of the Board of Directors are performed. The President may sign, with any other authorized officer share certificates of the Corporation, the issuance of which shall have been duly authorized, and may sign and execute, in the name of the Corporation, deeds, mortgages, bonds, contracts, agreements, and other instruments duly authorized by the Board of Directors, except in those situations when the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. From time to time, the President shall report to the Board of Directors all matters within his or her knowledge which the interests of the Corporation may require to be brought to its attention. The President shall also perform such other duties as are given to him or her by these Bylaws or as from time to time may be assigned to him or her by the Board of Directors.

Section 6. The Secretary. The Secretary shall (a) record all the proceedings of the meetings of the shareholders and Board of Directors in a book or books to be kept for that purpose; (b) cause all notices to be duly given in accordance with the provisions of these Bylaws or as required by statute; (c) be custodian of the records and of the seal of the Corporation and cause such seal to be affixed to all certificates representing shares of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized; (d) see that the lists, books, reports, statements, certificates, and other documents and records required by statute are properly kept and filed; (e) have charge of the share record books of the Corporation and cause the same to be kept in such manner as to specify, at any time, the number of shares of the Corporation issued and outstanding stock, the names and addresses of the holders of record thereof, the number of shares held by each, and the date when each became such holder of record; (f) perform the duties required of him or her pursuant to Section 9 of Article II of these Bylaws; (g) sign (unless the Treasurer shall sign) certificates representing shares of the Corporation’s stock, the issuance of which shall have been duly authorized; and (h) in general, perform all duties incident to the office of Secretary and such other duties as are given to him or her by these Bylaws or as from time to time may be assigned to him or her by the Board of Directors or the President.

Section 7. The Treasurer. The Treasurer shall (a) have charge of and supervision over and by responsible for the funds, securities, receipts, and disbursements of the Corporation; (b) cause the funds and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies, or with such bankers or other depositories, as shall be selected in accordance with Section 3 of Article V of these Bylaws, or to be otherwise dealt with in such manner as the Board of Directors may direct; (c) cause the funds of the Corporation to be disbursed by checks or drafts upon the authorized depositories of the Corporation and cause to be taken and preserved proper vouchers for all funds disbursed; (d) provide to the Board of Directors or the President, whenever requested, a statement of the financial condition of the Corporation and of all his or her transactions as Treasurer; (e) cause to be kept, at the principal office of the Corporation or at such other office (within or without the State of Nevada) as shall be designated by the Board of Directors, correct books of account of all of the Corporation's business and transactions; (f) sign (unless the Secretary shall sign) certificates representing shares of the Corporation's stock, the issuance of which shall have been duly authorized; and (g) in general, perform all duties incident to the office of Treasurer and such other duties as are given to him or her by these Bylaws or as from time to time may be assigned to him or her by the Board of Directors or the President.

Section 8. The Vice Presidents. At the request of the President, any Vice President shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. Any Vice President may also sign, with any other authorized officer, share certificates of the Corporation, the issuance of which shall have been duly authorized, and may sign and execute in the name of the Corporation, deeds, mortgages, bonds, contracts, agreements, and other instruments duly authorized by the Board of Directors, except in those situations when the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. Each Vice President shall perform such other duties as are given to him or her by these Bylaws or as from time to time may be assigned to him or her by the Board of Directors or the President.

Section 9. Other Officers. In the event the Board of Directors determines that it is appropriate for the Corporation to have one or more officers other than the President, Secretary, Treasurer, and one or more Vice Presidents, each such other officer shall perform those duties as are from time to time assigned to him or her by the Board of Directors or the President.

Section 10. Salaries. The salaries of the officers of the Corporation shall be determined from time to time by the Board of Directors. No officer shall be prevented from receiving such salary because he or she is, also, a director of the Corporation.

Section 11. Surety Bonds. In the event the Board of Directors shall so require, any officer or agent of the Corporation shall execute a bond to the Corporation, in such amount and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful discharge of his or her duties.

ARTICLE V
Contracts and Financial Matters

Section 1. Execution of Contracts. The President, subject to the approval of the Board of Directors, may enter into, execute, and deliver any document, agreement, or other instrument in the name and on behalf of the Corporation. Such authorization may be general or restricted to specific instances.

Section 2. Checks and Drafts. All checks, drafts, or other orders for the payment of money and all notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents of the Corporation as shall be authorized to do so from time to time by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositaries as the Board of Directors may select or as may be selected by any officer or officers or agent or agents authorized so to do by the Board of Directors. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositaries shall be made in such manner as the Board of Directors from time to time may determine.

Section 4. General and Special Bank Accounts. The Board of Directors may authorize the opening and maintaining of general and special bank accounts with such banks, trust companies, or other depositaries as the Board of Directors may designate and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as the Board of Directors may deem expedient.

Section 5. Loans. No loans or advances shall be made for or on behalf of the Corporation and no negotiable paper shall be issued in its name, unless and except as authorized by the Board of Directors. Such authorization may be general or restricted to specific instances. Any authorized officer or agent of the Corporation may affect loans and advances for the Corporation, and for such loans and advances may make, execute, and deliver promissory notes, bonds, or other evidences of indebtedness of the Corporation. Any authorized officer or agent of the Corporation may pledge, hypothecate, or transfer, as security for the payment of any and all loans, advances, indebtedness, and liabilities of the Corporation, any and all stocks, bonds, other securities, and other personal property at any time held by the Corporation and, for that purpose, may endorse, assign, and deliver the same and do every act and thing necessary or appropriate in connection therewith.

Section 6. Proxies. Proxies to vote with respect to shares of stock of other corporations owned by or held in the name of the Corporation may be executed and delivered from time to time on behalf of the Corporation by such person or persons as shall be authorized from time to time by the Board of Directors.

ARTICLE VI
Indemnification and Insurance

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any pending, threatened, or contemplated civil, criminal, administrative, or arbitration action, litigation, or proceeding, or any appeal therein or any inquiry or investigation which could result in such action, litigation, or proceeding ("proceeding"), because of his or her being or having been a director, officer, employee, or agent of the Corporation or of any constituent corporation merged with and into the Corporation in a consolidation or merger or because of his or her being or having been a director, officer, trustee, employee, or agent of any other corporation (domestic or foreign) or of any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or such enterprise (whether or not for profit), serving as such at the request of the Corporation or of any such constituent corporation, or the legal representative of any such director, officer, trustee, employee, or agent, shall be indemnified and held harmless by the Corporation to the most complete extent permitted by the Nevada Revised Statutes, as the same exists or may hereafter be amended (but, in the event of any such amendment, only to the extent that such amendment permits the Corporation to provide more indemnification rights than the Nevada Revised Statutes permitted prior to such amendment), from and against any and all reasonable costs, disbursements, and attorney's fees, and any and all amounts paid or incurred in satisfaction of settlements, judgments, fines, and penalties, incurred or suffered in connection with any such proceeding, and such indemnification shall continue as to a person who has ceased to be a director, officer, trustee, employee, or agent and shall inure to the benefit of his or her heirs, executors, administrators, and assigns; provided, however, that, except as provided in Section 2 of this Article VI, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was specifically authorized by the Board of Directors. The right to indemnification specified in this Article VI shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in connection with any proceeding in advance of the final disposition of such proceeding as authorized by the Board of Directors; provided, however; that, if the Nevada Revised Statutes so requires, the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon receipt by the Corporation of an undertaking, by or on behalf of such director, officer, employee, or agent, to repay all amounts so advanced unless it shall ultimately be determined that such person is entitled to be indemnified pursuant to this article or otherwise.

Section 2. Right of Claimant to Commence Litigation. If a claim made pursuant to Section 1 of this Article VI is not paid completely by the Corporation within thirty (30) calendar days after a written request has been received by the Corporation, the claimant may, at any time thereafter, apply to a court for an award of indemnification by the Corporation for the unpaid amount of the claim and, if successful on the merits or otherwise in connection with any proceeding or in the defense of any claim, issue, or matter therein, the claimant shall also be entitled to be paid by the Corporation for any and all expenses incurred or paid in connection with such proceeding. It shall be a defense to any such action (other than an action brought to enforce a claim for the advancement of expenses incurred in connection with any proceeding when the required undertaking, if any, has been tendered to the Corporation) that such claimant has not satisfied the standard of conduct which makes it permissible pursuant to the Nevada Revised Statutes for the Corporation to indemnify such claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such proceeding that indemnification of such claimant is proper in the circumstances because he or she has satisfied the applicable standard of conduct specified in the Nevada Revised Statutes, nor an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, or its shareholders) that such claimant has not satisfied such applicable standard of conduct, nor the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall be a defense to the action or create a presumption that such claimant has not satisfied the applicable standard of conduct.

Section 3. Nonexclusivity of Rights. The right to indemnification and advance of expenses pursuant to this Article VI shall not exclude or be exclusive of any other rights to which any person may be entitled pursuant to the Articles of Incorporation, these Bylaws, any agreement, vote of shareholders, or otherwise; provided, however, that no indemnification shall be made to or on behalf of such person, if a judgment or other final adjudication adverse to such person establishes that such person has not satisfied the applicable standard of conduct required to be satisfied pursuant to the Nevada Revised Statutes.

Section 4. Insurance. The Corporation may purchase and maintain insurance on behalf of any director, officer, employee, or agent of the Corporation, or of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any expenses incurred in any proceeding and against any liabilities asserted against him or her because of such person's being or having been such a director, officer, employee, or agent, whether or not the Corporation would have the power to indemnify such person against such expenses and liabilities pursuant to the provisions of this Article VI, or otherwise.

ARTICLE VII
Shares and Transfer

Section 1. Classes and Number of Shares.

(a) Authorized Capital Stock.(i) The total number of shares of stock that the Corporation shall have authority to issue is 110,000,000 consisting of (i) 100,000,000 shares of Common Stock, par value $0.001 per share ("Common Stock") and (ii) 10,000,000 shares of Preferred Stock, par value $0.001 per share ("Preferred Stock").

(b) Preferred Stock. Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the Nevada Revised Statutes ("N.R.S.") (hereinafter, along with any similar designation relating to any other class of stock that may hereafter be authorized, referred to as a "Preferred Stock Designation"), to establish from time to time one or more classes of Preferred Stock or one or more series of Preferred Stock, by fixing and determining the number of shares to be included in each such class or series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof. The authority of the Board of Directors with respect to each series, is hereby expressly vested in it and shall include, without limiting the generality of the foregoing, determination of the following:

(i) the designation of such class or series, which may be by distinguishing number, letter or title;

(ii) the number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding);

(iii) the amounts payable on, and the preferences, if any, of shares of the series in respect of dividends payable and any other class or classes of capital stock of the Corporation, and whether such dividends, if any, shall be cumulative or noncumulative;

(iv) dates on which dividends, if any, shall be payable;

(v) whether the shares of such class or series shall be subject to redemption by the Corporation, and if made subject to redemption, the redemption rights and price or prices, if any, for shares of the class or series;

(vi) The terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

(vii) the amounts payable on and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(viii) whether the shares of the series shall be convertible into or exchangeable for shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series of such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

(ix) Restrictions on the issuance of shares of the same class or series or of any other class or series; and

(x) whether the holders of the shares of such class or series shall be entitled to vote, as a class, series or otherwise, any and all matters of the corporation to which holders of Common Stock are entitled to vote.

(c) The Board of Directors is hereby authorized to create and issue, whether or not in connection with the issuance and sale of any of stock or other securities or property of the Corporation, rights entitling the holders thereof to purchase from the Corporation shares of stock or other securities of the Corporation or any other corporation. The times at which and the terms upon which such rights are to be issued will be determined by the Board of Directors and set forth in the contracts or instruments that evidence such rights. The authority of the Board of Directors with respect to such rights shall include, but not be limited to, determination of the following:

(i) The initial purchase price per share or other unit of the stock or other securities or property to be purchased upon exercise of such rights;

(ii) Provisions relating to the times at which and the circumstances under which such rights may be exercised or sold or otherwise transferred, either together with or separately from, any other stock or other securities of the Corporation;

(iii) Provisions that adjust the number or exercise price of such rights or amount or nature of the stock or other securities or property receivable upon exercise of such rights in the event of a combination, split or recapitalization of any stock of the Corporation, a change in ownership of the Corporation's stock or other securities or a reorganization, merger, consolidation, sale of assets or other occurrence relating to the Corporation or any stock of the Corporation, and provisions restricting the ability of the Corporation to enter into any such transaction absent an assumption by the other party or parties thereto of the obligations of the Corporation under such rights;

(iv) Provisions that deny the holder of a specified percentage of the outstanding stock or other securities of the Corporation the right to exercise such rights and/or cause the rights held by such holder to become void;

(v) Provisions that permit the Corporation to redeem or exchange such rights; and

(vi) The appointment of a rights agent with respect to such rights.

Section 2. Share Certificates. Every holder of shares of the Corporation's stock shall be entitled to have a certificate, signed by the President or a Vice president and either the Treasurer or the Secretary, certifying the number of such shares owned by him or her. In the event that any officer of the Corporation who has signed any such certificate shall cease to be such officer, for whatever cause, before such certificate shall have been delivered by the Corporation, such certificate shall be deemed to have been adopted by the Corporation, unless the Board of Directors shall otherwise determine prior to the issuance and delivery thereof, and may be issued and delivered as though the person who signed it had not ceased to be such officer of the Corporation. Certificates representing shares of the Corporation's stock shall be in such form as shall be approved by the Board of Directors. There shall be entered upon the share record books of the Corporation, at the time of issuance of each share, the number of the certificate issued, the name and address of the person owning the shares represented thereby, the number of shares, and the date of issuance thereof. Every certificate exchanged or returned to the Corporation shall be marked "cancelled" with the date of cancellation.

Section 3. Share Record Books. The share record books and the blank share certificate books shall be kept by the Secretary, or by any officer or agent designated by the Board of Directors.

Section 4. Addresses of Shareholders. Each shareholder shall designate to the Secretary of the Corporation an address at which notices of meetings and all other corporate notices may be served, delivered, or mailed to such shareholder and, if any shareholder shall fail to designate such address, all corporate notices (whether served or delivered by the Secretary, another shareholder, or any other person) may be served upon such shareholder by mail directed to him or her at his or her last known address.

Section 5. Transfers of Shares. Transfers of shares of the Corporation's stock shall be made on the books of the Corporation by the holder of record thereof or by his or her authorized attorney by a power of attorney duly executed in writing and filed with the Secretary and on surrender of the certificate or certificates representing such shares. The Corporation shall be entitled to treat the holder of record of any shares as the absolute owner thereof for all purposes and, accordingly, shall not be obligated to recognize any legal, equitable, or other claim to or interest in such shares by any other person, whether or not he or she shall have express of other notice thereof, except as otherwise expressly provided by statute; provided, however, that whenever any transfer of shares shall be made for collateral or security purposes only, written notice thereof shall be given to the Secretary, such fact shall be expressed in the entry of the transfer. Notwithstanding anything to the contrary specified in these Bylaws, the Corporation shall not be required or permitted to make any transfer of shares of the Corporation's stock which, if made, would violate the provisions of any agreement restricting the transfer of shares of the Corporation's stock to which the Corporation shall be a party; provided, however, that the restriction upon the transfer of the shares represented by any share certificate shall be specified or referred to upon the certificate.

Section 6. Rules and Regulations. Subject to the provisions of this Article VIII, the Board of Directors may make such rules and regulations as it may deem expedient concerning the issuance, transfer, and registration of certificates for shares of the Corporation's stock.

Section 7. Lost, Destroyed, and Mutilated Certificates. The holder of any shares of the Corporation's stock shall immediately notify the Corporation of any loss, destruction, or mutilation of the certificate therefor and the Board of Directors, in its discretion, may cause to be issued to him or her a new certificate or certificates upon surrender of the mutilated certificate or, in case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction. The Board of Directors, in its discretion, may require the owner of the lost or destroyed certificate or his or her legal representative to give the Corporation a bond, in such amount (not exceeding twice the value of such shares) and with such surety or sureties as it may direct, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

Section 8. Determination of Record Dates. The Board of Directors shall have the power to determine in advance a date, not more than sixty (60) calendar nor less than ten (10) calendar days, preceding the date of any meeting of shareholders, the date for the payment of any dividend or allotment of any right, the date when any change, conversion, or exchange of shares shall go into effect, or for the purpose of any other action, as a record date for the determination of the shareholders entitled to notice of and to vote at any such meeting, entitled to receive payment of any such dividend or allotment of any right, entitled to exercise the rights in respect to any such change, conversion, or exchange of shares, or entitled to participate in or be entitled to the benefit of any such other action. Whenever a record date has been so determined, only shareholders of record on such date shall be entitled to notice of and to vote at such meeting, to receive payment of any such dividend or allotment of any right, to exercise such rights in respect to any such change, conversion, or exchange of shares, or to participate in or be entitled to the benefit of any such other action.

Section 9. Refusal to Register Transfer of Certain Securities. The Corporation shall not register any transfer of securities issued by the Corporation in any transaction for which the Corporation relied on that certain exemption from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended, specified by the provisions of Regulation S, unless such transfer is made in accordance with the provisions of Regulation S.

ARTICLE VIII
Dividends and Surplus

Subject to any restrictions imposed by statute, the Board of Directors, in its discretion, may determine and vary the amount of the working capital of the Corporation and determine what, if any, dividends shall be declared and paid to the shareholders from the surplus of the Corporation. The Board of Directors, in its discretion, may use and apply any surplus in purchasing or acquiring any of the shares of the Corporation's stock in accordance with law or any of its bonds, debentures, or other obligations or from time to time may set aside from such surplus such amount or amounts as it, in its absolute discretion, may deem proper as a reserve fund to pay contingencies or for dividends, for the purpose of maintaining or increasing the property or business of the Corporation, or for any other purposes it may deem consistent with the best interest of the Corporation. All such surplus, until actually declared as dividends or used and applied as specified in this article, shall be deemed to be so set aside by the Board of Directors for one or more of those purposes.

ARTICLE IX
Corporation Seal

The Corporation may have a corporate seal which shall be in circular form, shall bear the name of the Corporation and the words and figures denoting its organization pursuant to the laws of the state of Nevada and the year thereof and otherwise may be in such form as shall be approved by the Board of Directors.

ARTICLE X
Fiscal Year

The fiscal year of the Corporation shall be determined by the Board of Directors.

ARTICLE XI
Amendments

All Bylaws of the Corporation shall be subject to amendment, alteration, or repeal, and new Bylaws not inconsistent with any provision of the Articles of Incorporation or any provision of law may be made, by the shareholders or by the Board of Directors, except as otherwise expressly required by statute. Any Bylaw adopted, amended, or repealed by the shareholders may be amended or repealed by the Board of Directors, unless the resolution of the shareholders adopting such Bylaw expressly reserves the right to amend or repeal it only to the shareholders.

ARTICLE XII
Force and Effect

These Bylaws are subject to the provisions of the Nevada Revised Statutes and the Articles of Incorporation, as the same may be amended from time to time. If any provision in these Bylaws is inconsistent with an express provision of either of the Nevada Revised Statutes or the Articles of Incorporation, the provision of the Nevada Revised Statutes or the Articles of Incorporation, as the case may be, shall govern, prevail and control the extent of such inconsistency.

ARTICLE XIII
Waiver of Notice

Whenever any notice is required to be given pursuant to the Articles of Incorporation or these Bylaws or pursuant to applicable law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any meeting is required to be specified in the waiver of notice, unless specifically required by statute. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except when such person attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully called or convened.

EXHIBIT 4.1

NEITHER THIS NOTE NOR THE SECURITIES UNDERLYING THE CONVERSION OF THIS NOTE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO SUCH SECURITIES UNDER SUCH ACT AND QUALIFICATION UNDER APPLICABLE STATE SE- CURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE MAKER THAT SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED.

GROVE, INC.
CONVERTIBLE PROMISSORY NOTE

Principal Amount: $500,000 **October 3, 2019**

FOR VALUE RECEIVED, Grove, Inc., a Nevada corporation (the "Maker") hereby promises to pay to the order of or its successors or assigns (the "Holder") Jeff M Bishop, the principal amount of $500,000 Dollars ($500,000), together with all other amounts due under this Convertible Promissory Note (the "Principal Amount"). This Convertible Promissory Note shall be referred to herein as the "Note". This Note is made and delivered by the Maker to the Holder as of the date first written above (the "Original Issue Date").

1. Principal and Interest Payments. In the event the Holder has not converted this Note, the Company shall repay the entire outstanding Principal Amount of this Note together with all accrued and unpaid interest hereunder (the "Outstanding Balance") on the Maturity Date. The Note shall accrue interest at the rate of eight percent (8%) per annum.

2. Maturity Date. All amounts, including principal and interest, payable hereunder shall be due and payable on the eighteenth (18th) month anniversary of the Original Issuance Date (the "Maturity Date").

3. Conversion.

3.1 Optional Conversion Prior to Maturity by Holder. If the Company enters into a transaction the result of which is that the securities of the Company, or in the event of a merger, the securities of the surviving company become listed or quoted for trading (a "Financing"), then the Holder shall have the right, but not the obligation to convert all, but not less than all, of the Outstanding Balance into the same securities of the Company or its successor that were sold in the Financing at a conversion rate equal to the price or valuation of the Company's securities sold in the Financing.

3.2 Mechanics of Conversion. At any time while the Note remains outstanding following a Financing, upon three (3) days prior written notice from either the Holder, which shall contain the Outstanding Amount being converted, the Conversion Price and the number of Shares of Common Stock being converted into, the Maker shall transmit to the Holder the number of shares of Common Stock representing full repayment of the Outstanding Amount being made on such date. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the date of the Notice of Conversion.

3.3 No Fractional Shares. The Maker shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Maker shall round up such fraction of a share of Common Stock to the nearest whole share. The Maker shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon conversion.

4. Prepayment. The Maker has the right to prepay the Outstanding Balance of this Note without penalty at any time prior to the Maturity Date, prior the Note has not been converted in accordance with Section 3 hereof.

5. Effect on Note of Conversion. If the Outstanding Balance under this Note is converted into securities of the Maker as provided in Section 3, the provisions of this Note relating to the obligation of the Maker to repay such principal to the Holder, set forth above, shall be null and void and no repayment of principal shall be owed or paid by the Maker.

6. Defaults; Remedies.

6.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (each, an "Event of Default"):

6.1.1 The Maker fails to make any payment when due under this Note;

6.1.2 The Maker fails to observe and perform any of its covenants or agreements on its part to be observed or performed under this Note and such failure shall continue for more than five (5) days after notice of such failure has been delivered to the Maker by the Holder;

6.1.3 The Maker admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy or a petition to take advantage of any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or has a petition filed against it be adjudicated a bankrupt, or files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof;

6.1.4 A court of competent jurisdiction enters an order, judgment, or decree appointing, without the consent of the Maker, a receiver of the Maker or of the whole or any substantial part of its property, or approving a petition filed against the Maker seeking reorganization or arrangement of the Maker under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof, and such order, judgment, or decree shall not be vacated or set aside or stayed within 60 days from the date of entry thereof;

6.1.5 Any court of competent jurisdiction assumes custody or control of the Maker or of the whole or any substantial part of its property under the provisions of any other law for the relief or aid of debtors, and such custody or control is not be terminated or stayed within 60 days from the date of assumption of such custody or control;

6.1.6. This Note ceases to be, or is asserted by the Maker not to be, a legal, valid and binding obligation of the Maker enforceable in accordance with its terms;

6.1.7 A judgment or judgments for the payment of money aggregating in excess of $250,000 are rendered against the Maker which judgments are not, within 60 days after the entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay; provided, however, that any judgment which is covered by insurance or an indemnity from a creditworthy party shall not be included in calculating the $250,000 amount set forth above so long as the Maker certifies that it has not received a written statement from such insurer or indemnity provider denying such coverage (which written statement shall be reasonably satisfactory to the Holder) and if the Maker will receive the proceeds of such insurance or indemnity within 30 days of the issuance of such judgment;

6.1.8 The Maker fails to deliver the securities to the Holder pursuant to and in the form required by this Note or, if required, a replacement Note, more than five Business Days after the required delivery date of such securities or replacement Note;

6.2 Notice by the Maker. The Maker shall notify the Holder in writing as soon as reasonably practicable but in no event more five (5) Business Days after the occurrence of any Event of Default of which the Maker acquires knowledge.

6.3 Remedies. Upon the occurrence of any Event of Default, all sums due and payable to the Holder under this Note shall, at the option of the Holder, become due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest, or other notice of dishonor, all of which are hereby expressly waived by the Maker. Any payment under this Note (i) not paid within five (5) days following the Maturity Date or (ii) due immediately following acceleration by the Holder shall bear interest at the rate of ten percent (10%) from such Maturity Date or acceleration, as applicable, until paid, subject to Section 6.4. To the extent permitted by law, the Maker waives any right to and stay of execution and the benefit of all exemption laws now or hereafter in effect. In addition to the foregoing, upon the occurrence of any Event of Default, the Holder may forthwith exercise singly, concurrently, successively, or otherwise any and all rights and remedies available to the Holder at law, in equity, or otherwise.

6.4 Remedies Cumulative, etc. No right or remedy conferred upon or reserved to the Holder under this Note, or now or hereafter existing at law or in equity or otherwise, is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and concurrent, and shall be in addition to every other such right or remedy, and may be pursued singly, con- currently, successively, or otherwise, at the sole discretion of the Holder, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor may occur. No act of the Holder shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of the Holder shall be separate, distinct, and cumulative and none shall be given effect to the exclusion of any other.

7. Replacement of Note. Upon receipt by the Maker of evidence satisfactory to it of the loss, theft, destruction, or mutilation of this Note and (in case of loss, theft, or destruction) of indemnity satisfactory to it, and upon surrender and cancellation of this Note, if mutilated, the Maker will make and deliver a new Note of like tenor in lieu of this Note.

8. Maker's Covenants and Agreements.

8.1 Valid Issuance of Securities. The Maker covenants that the securities issuable upon the conversion of this Note will, upon conversion of this Note, be validly issued, fully paid and non- assessable and free from all taxes, liens and charges in respect of the issue thereof.

8.2 Timely Notice. The Maker shall give the Holder at least five (5) days' advance written notice prior to the closing of a Financing or Change of Control, provided that the Holder agrees to be bound by any applicable confidentiality agreement or agreements the Maker shall deem necessary or appropriate.

8.3 Limitations on Conversion. The Maker shall not affect any conversion of this Note, and the Holder shall not have the right to convert any portion of the Note, pursuant to Section 3 or otherwise, to the extent that after giving effect to such issuance after conversion, the Holder (together with any affiliate of the Holder (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of this Section 8.3, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 8.3 applies, the determination of whether the Note is convertible (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of the Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Note is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. In any case, the number of an outstanding class of securities shall be determined after giving effect to the conversion or exercise of securities of the Maker, including the Note, by the Holder or the Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of any class of a capital stock of the Maker out- standing immediately after giving effect to the issuance of the securities issuable upon conversion of the Note. The Holder, upon notice to the Maker, may waive the Beneficial Ownership Limitation provisions of this Section 8.3.

9. Certain Definitions.

9.1 "Business Day" means any day that is not a Saturday, Sunday, federal holiday or bank holiday in any jurisdiction in which the Maker holds a substantial portion of its assets.

9.2 "Change of Control" means any liquidation, dissolution, or winding up of the Maker, either voluntary or involuntary, and shall be deemed to be occasioned by, or to include, (i) the acquisition of the Maker by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger or consolidation) unless the Maker's shareholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Maker's acquisition or sale or otherwise) hold at least a majority of the voting power of the surviving or acquiring entity or its direct or indirect parent entity (except that any bona fide equity or debt financing transaction for capital raising purposes shall not be deemed a Change of Control for this purpose) and (ii) a sale, exclusive license or other disposition of all or substantially all of the assets of the Maker, including a sale, exclusive license or other disposition of all or substantially all of the assets of one or more of the Maker's subsidiaries, if such assets constitute substantially all of the assets of the Maker and such subsidiaries taken as a whole.

10. Amendments, Waivers, and Consents.

10.1 Amendment and Waiver by the Holders. This Note, may only be amended, modified, or supplemented, and waivers or consents to departures from the provisions thereof may be given, if the Maker and the Holder consent to the amendment. Such consent may not be effected orally, but only by a signed statement in writing. Any such amendment or waiver shall apply to and be binding upon the Holder of this Note, upon each future holder of this Note, and upon the Maker, whether or not this Note shall have been marked to indicate such amendment or waiver. No such amendment or waiver shall ex- tend to or affect any obligation not expressly amended or waived or impair any right consequent thereon.

10.2 Severability. In the event that for any reason one or more of the provisions of this Note or their application to any person or circumstance shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provision shall nevertheless remain valid, legal, and enforceable in all other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.3 Assignment; Binding Effect. The Maker may not assign its obligations under this Note without the prior written consent of the Holder. Any attempted assignment in violation of this Section 11.3 shall be null and void. Subject to the foregoing, this Note inures to the benefit of the Holder and its successors and assigns, and binds the Maker and its successors and permitted assigns, and the words "Holder" and "Maker" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

10.4 Notices Generally. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand delivered, sent by first class mail, sent by electronic transmission with confirmation of delivery and a copy sent by first class mail, or sent by nationally recognized overnight courier service, to the addresses for Holder and Maker set forth below or to such other address as either may give to the other in writing for such purpose. If a notice is sent via first class mail, it will be deemed to have been received two days after being deposited in the mail. If a notice is sent by nationally recognized overnight courier service, it will be deemed to have been received one day after being deposited with such courier service.

Notices to Maker:

Grove, Inc.
5425 S Valley View Rd
Las, Vegas NV 89118

Attention: Allan Marshall, Chief Executive Officer

Notices to Holder:

xxxx
xxxx
xxxx

10.5 Governing Law; Jurisdiction; Jury Trial. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Neva- da. The Maker hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sit- ting in The City las vegas, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. The Maker hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address it set forth on the signature page hereto and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Note. Nothing contained herein shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Maker in any other jurisdiction to collect on the Maker's obligations to the Holder, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other court ruling in favor of the Holder.

10.6 Section Headings, Construction. The headings of paragraphs in this Note are provided for convenience only and will not affect its construction or interpretation. All words used in this Note will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Note in its entirety and not to any specific section or subsection hereof.

10.7 Payment of Collection, Enforcement and Other Costs. If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the pro- visions of this Note, or (b) there occurs any bankruptcy, reorganization, or receivership of the Maker or other proceedings affecting the Maker's creditors' rights and involving a claim under this Note, then the Maker shall pay the costs incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, but not limited to, attorneys' fees and disbursements.

10.8 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to the Holder, upon any breach or default of the Maker under this Note shall impair any such right, power, or remedy of the Holder nor shall it be construed to be a waiver of any such breach or de- fault, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of the Holder of any breach or default under this Note or any waiver on the part of the Holder of any provisions or conditions of this Note must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Note or by law or otherwise afforded to the Holders, shall be cumulative and not alternative.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grove, Inc., as Maker, has caused this Convertible Promissory Note to be executed and delivered on the date set forth above on the cover page of this Note.

MAKER:

GROVE, INC.

By: */s/ Allan Marshall*
Name: Allan Marshall
Title: Chief Executive Officer

NEITHER THIS NOTE NOR THE SECURITIES UNDERLYING THE CONVERSION OF THIS NOTE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO SUCH SECURITIES UNDER SUCH ACT AND QUALIFICATION UNDER APPLICABLE STATE SE- CURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE MAKER THAT SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED.

GROVE, INC.
CONVERTIBLE PROMISSORY NOTE

Principal Amount: $500,000 **October 3, 2019**

FOR VALUE RECEIVED, Grove, Inc., a Nevada corporation (the "Maker") hereby promises to pay to the order of or its successors or assigns (the "Holder")Kyle Dennis, the principal amount of $500,000 Dollars ($500,000), together with all other amounts due under this Convertible Promissory Note (the "Principal Amount"). This Convertible Promissory Note shall be referred to herein as the "Note". This Note is made and delivered by the Maker to the Holder as of the date first written above (the "Original Issue Date").

1. Principal and Interest Payments. In the event the Holder has not converted this Note, the Company shall repay the entire outstanding Principal Amount of this Note together with all accrued and unpaid interest hereunder (the "Outstanding Balance") on the Maturity Date. The Note shall accrue interest at the rate of eight percent (8 %) per annum.

2. Maturity Date. All amounts, including principal and interest, payable hereunder shall be due and payable on the eighteenth (18th) month anniversary of the Original Issuance Date (the "Maturity Date").

3. Conversion.

3.1 Optional Conversion Prior to Maturity by Holder. If the Company enters into a transaction the result of which is that the securities of the Company, or in the event of a merger, the securities of the surviving company become listed or quoted for trading (a "Financing"), then the Holder shall have the right, but not the obligation to convert all, but not less than all, of the Outstanding Balance into the same securities of the Company or its successor that were sold in the Financing at a conversion rate equal to the price or valuation of the Company's securities sold in the Financing.

3.2 Mechanics of Conversion. At any time while the Note remains outstanding following a Financing, upon three (3) days prior written notice from either the Holder, which shall contain the Outstanding Amount being converted, the Conversion Price and the number of Shares of Common Stock being converted into, the Maker shall transmit to the Holder the number of shares of Common Stock representing full repayment of the Outstanding Amount being made on such date. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the date of the Notice of Conversion.

3.3 No Fractional Shares. The Maker shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Maker shall round up such fraction of a share of Common Stock to the nearest whole share. The Maker shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon conversion.

4. Prepayment. The Maker has the right to prepay the Outstanding Balance of this Note without penalty at any time prior to the Maturity Date, prior the Note has not been converted in accordance with Section 3 hereof.

5. Effect on Note of Conversion. If the Outstanding Balance under this Note is converted into securities of the Maker as provided in Section 3, the provisions of this Note relating to the obligation of the Maker to repay such principal to the Holder, set forth above, shall be null and void and no repayment of principal shall be owed or paid by the Maker.

6. Defaults; Remedies.

6.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (each, an "Event of Default"):

6.1.1 The Maker fails to make any payment when due under this Note;

6.1.2 The Maker fails to observe and perform any of its covenants or agreements on its part to be observed or performed under this Note and such failure shall continue for more than five (5) days after notice of such failure has been delivered to the Maker by the Holder;

6.1.3 The Maker admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy or a petition to take advantage of any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or has a petition filed against it be adjudicated a bankrupt, or files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof;

6.1.4 A court of competent jurisdiction enters an order, judgment, or decree appointing, without the consent of the Maker, a receiver of the Maker or of the whole or any substantial part of its property, or approving a petition filed against the Maker seeking reorganization or arrangement of the Maker under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof, and such order, judgment, or decree shall not be vacated or set aside or stayed within 60 days from the date of entry thereof;

6.1.5 Any court of competent jurisdiction assumes custody or control of the Maker or of the whole or any substantial part of its property under the provisions of any other law for the relief or aid of debtors, and such custody or control is not be terminated or stayed within 60 days from the date of assumption of such custody or control;

6.1.6. This Note ceases to be, or is asserted by the Maker not to be, a legal, valid and binding obligation of the Maker enforceable in accordance with its terms;

6.1.7 A judgment or judgments for the payment of money aggregating in excess of $250,000 are rendered against the Maker which judgments are not, within 60 days after the entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay; provided, however, that any judgment which is covered by insurance or an indemnity from a creditworthy party shall not be included in calculating the $250,000 amount set forth above so long as the Maker certifies that it has not received a written statement from such insurer or indemnity provider denying such coverage (which written statement shall be reasonably satisfactory to the Holder) and if the Maker will receive the proceeds of such insurance or indemnity within 30 days of the issuance of such judgment;

6.1.8 The Maker fails to deliver the securities to the Holder pursuant to and in the form required by this Note or, if required, a replacement Note, more than five Business Days after the required delivery date of such securities or replacement Note;

6.2 Notice by the Maker. The Maker shall notify the Holder in writing as soon as reasonably practicable but in no event more five (5) Business Days after the occurrence of any Event of Default of which the Maker acquires knowledge.

6.3 Remedies. Upon the occurrence of any Event of Default, all sums due and payable to the Holder under this Note shall, at the option of the Holder, become due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest, or other notice of dishonor, all of which are hereby expressly waived by the Maker. Any payment under this Note (i) not paid within five (5) days following the Maturity Date or (ii) due immediately following acceleration by the Holder shall bear interest at the rate of ten percent (10%) from such Maturity Date or acceleration, as applicable, until paid, subject to Section 6.4. To the extent permitted by law, the Maker waives any right to and stay of execution and the benefit of all exemption laws now or hereafter in effect. In addition to the foregoing, upon the occurrence of any Event of Default, the Holder may forthwith exercise singly, concurrently, successively, or otherwise any and all rights and remedies available to the Holder at law, in equity, or otherwise.

6.4 Remedies Cumulative, etc. No right or remedy conferred upon or reserved to the Holder under this Note, or now or hereafter existing at law or in equity or otherwise, is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and concurrent, and shall be in addition to every other such right or remedy, and may be pursued singly, con- currently, successively, or otherwise, at the sole discretion of the Holder, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor may occur. No act of the Holder shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of the Holder shall be separate, distinct, and cumulative and none shall be given effect to the exclusion of any other.

7. Replacement of Note. Upon receipt by the Maker of evidence satisfactory to it of the loss, theft, destruction, or mutilation of this Note and (in case of loss, theft, or destruction) of indemnity satisfactory to it, and upon surrender and cancellation of this Note, if mutilated, the Maker will make and deliver a new Note of like tenor in lieu of this Note.

8. Maker's Covenants and Agreements.

8.1 Valid Issuance of Securities. The Maker covenants that the securities issuable upon the conversion of this Note will, upon conversion of this Note, be validly issued, fully paid and non- assessable and free from all taxes, liens and charges in respect of the issue thereof.

8.2 Timely Notice. The Maker shall give the Holder at least five (5) days' advance written notice prior to the closing of a Financing or Change of Control, provided that the Holder agrees to be bound by any applicable confidentiality agreement or agreements the Maker shall deem necessary or appropriate.

8.3 Limitations on Conversion. The Maker shall not affect any conversion of this Note, and the Holder shall not have the right to convert any portion of the Note, pursuant to Section 3 or otherwise, to the extent that after giving effect to such issuance after conversion, the Holder (together with any affiliate of the Holder (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of this Section 8.3, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 8.3 applies, the determination of whether the Note is convertible (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of the Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Note is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. In any case, the number of an outstanding class of securities shall be determined after giving effect to the conversion or exercise of securities of the Maker, including the Note, by the Holder or the Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of any class of a capital stock of the Maker out- standing immediately after giving effect to the issuance of the securities issuable upon conversion of the Note. The Holder, upon notice to the Maker, may waive the Beneficial Ownership Limitation provisions of this Section 8.3.

9. Certain Definitions.

9.1 "Business Day" means any day that is not a Saturday, Sunday, federal holiday or bank holiday in any jurisdiction in which the Maker holds a substantial portion of its assets.

9.2 "Change of Control" means any liquidation, dissolution, or winding up of the Maker, either voluntary or involuntary, and shall be deemed to be occasioned by, or to include, (i) the acquisition of the Maker by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger or consolidation) unless the Maker's shareholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Maker's acquisition or sale or otherwise) hold at least a majority of the voting power of the surviving or acquiring entity or its direct or indirect parent entity (except that any bona fide equity or debt financing transaction for capital raising purposes shall not be deemed a Change of Control for this purpose) and (ii) a sale, exclusive license or other disposition of all or substantially all of the assets of the Maker, including a sale, exclusive license or other disposition of all or substantially all of the assets of one or more of the Maker's subsidiaries, if such assets constitute substantially all of the assets of the Maker and such subsidiaries taken as a whole.

10 .Amendments, Waivers, and Consents.

10.1 Amendment and Waiver by the Holders. This Note, may only be amended, modified, or supplemented, and waivers or consents to departures from the provisions thereof may be given, if the Maker and the Holder consent to the amendment. Such consent may not be effected orally, but only by a signed statement in writing. Any such amendment or waiver shall apply to and be binding upon the Holder of this Note, upon each future holder of this Note, and upon the Maker, whether or not this Note shall have been marked to indicate such amendment or waiver. No such amendment or waiver shall ex- tend to or affect any obligation not expressly amended or waived or impair any right consequent thereon.

10.2 Severability. In the event that for any reason one or more of the provisions of this Note or their application to any person or circumstance shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provision shall nevertheless remain valid, legal, and enforceable in all other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.3 Assignment; Binding Effect. The Maker may not assign its obligations under this Note without the prior written consent of the Holder. Any attempted assignment in violation of this Section 11.3 shall be null and void. Subject to the foregoing, this Note inures to the benefit of the Holder and its successors and assigns, and binds the Maker and its successors and permitted assigns, and the words "Holder" and "Maker" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

10.4 Notices Generally. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand delivered, sent by first class mail, sent by electronic transmission with confirmation of delivery and a copy sent by first class mail, or sent by nationally recognized overnight courier service, to the addresses for Holder and Maker set forth below or to such other address as either may give to the other in writing for such purpose. If a notice is sent via first class mail, it will be deemed to have been received two days after being deposited in the mail. If a notice is sent by nationally recognized overnight courier service, it will be deemed to have been received one day after being deposited with such courier service.

Notices to Maker:

Grove, Inc.
5425 S Valley View Rd
Las, Vegas NV 89118

Attention: Allan Marshall, Chief Executive Officer

Notices to Holder:

xxxx
xxxx
xxxx

10.5 Governing Law; Jurisdiction; Jury Trial. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Neva- da. The Maker hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sit- ting in The City las vegas, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. The Maker hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address it set forth on the signature page hereto and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Note. Nothing contained herein shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Maker in any other jurisdiction to collect on the Maker's obligations to the Holder, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other court ruling in favor of the Holder.

10.6 Section Headings, Construction. The headings of paragraphs in this Note are provided for convenience only and will not affect its construction or interpretation. All words used in this Note will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Note in its entirety and not to any specific section or subsection hereof.

10.7 Payment of Collection, Enforcement and Other Costs. If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the pro- visions of this Note, or (b) there occurs any bankruptcy, reorganization, or receivership of the Maker or other proceedings affecting the Maker's creditors' rights and involving a claim under this Note, then the Maker shall pay the costs incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, but not limited to, attorneys' fees and disbursements.

10.8 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to the Holder, upon any breach or default of the Maker under this Note shall impair any such right, power, or remedy of the Holder nor shall it be construed to be a waiver of any such breach or de- fault, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of the Holder of any breach or default under this Note or any waiver on the part of the Holder of any provisions or conditions of this Note must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Note or by law or otherwise afforded to the Holders, shall be cumulative and not alternative.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grove, Inc., as Maker, has caused this Convertible Promissory Note to be executed and delivered on the date set forth above on the cover page of this Note.

MAKER:

GROVE, INC.

By: */s/ Allan Marshall*
Name: Allan Marshall
Title: Chief Executive Officer

EXHIBIT 4.3

NEITHER THIS NOTE NOR THE SECURITIES UNDERLYING THE CONVERSION OF THIS NOTE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO SUCH SECURITIES UNDER SUCH ACT AND QUALIFICATION UNDER APPLICABLE STATE SE- CURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE MAKER THAT SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED.

GROVE, INC.
CONVERTIBLE PROMISSORY NOTE

Principal Amount: $500,000 **October 17, 2019**

FOR VALUE RECEIVED, Grove, Inc., a Nevada corporation (the "Maker") hereby promises to pay to the order of or its successors or assigns (the "Holder")Jason Bond, the principal amount of $500,000 Dollars ($500,000), together with all other amounts due under this Convertible Promissory Note (the "Principal Amount"). This Convertible Promissory Note shall be referred to herein as the "Note". This Note is made and delivered by the Maker to the Holder as of the date first written above (the "Original Issue Date").

1. Principal and Interest Payments. In the event the Holder has not converted this Note, the Company shall repay the entire outstanding Principal Amount of this Note together with all accrued and unpaid interest hereunder (the "Outstanding Balance") on the Maturity Date. The Note shall accrue interest at the rate of eight percent (8 %) per annum.

2. Maturity Date. All amounts, including principal and interest, payable hereunder shall be due and payable on the eighteenth (18th) month anniversary of the Original Issuance Date (the "Maturity Date").

3. Conversion.

3.1 Optional Conversion Prior to Maturity by Holder. If the Company enters into a transaction the result of which is that the securities of the Company, or in the event of a merger, the securities of the surviving company become listed or quoted for trading (a "Financing"), then the Holder shall have the right, but not the obligation to convert all, but not less than all, of the Outstanding Balance into the same securities of the Company or its successor that were sold in the Financing at a conversion rate equal to the price or valuation of the Company's securities sold in the Financing.

3.2 Mechanics of Conversion. At any time while the Note remains outstanding following a Financing, upon three (3) days prior written notice from either the Holder, which shall contain the Outstanding Amount being converted, the Conversion Price and the number of Shares of Common Stock being converted into, the Maker shall transmit to the Holder the number of shares of Common Stock representing full repayment of the Outstanding Amount being made on such date. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the date of the Notice of Conversion.

3.3 No Fractional Shares. The Maker shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Maker shall round up such fraction of a share of Common Stock to the nearest whole share. The Maker shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon conversion.

4. Prepayment. The Maker has the right to prepay the Outstanding Balance of this Note without penalty at any time prior to the Maturity Date, prior the Note has not been converted in accordance with Section 3 hereof.

5. Effect on Note of Conversion. If the Outstanding Balance under this Note is converted into securities of the Maker as provided in Section 3, the provisions of this Note relating to the obligation of the Maker to repay such principal to the Holder, set forth above, shall be null and void and no repayment of principal shall be owed or paid by the Maker.

6. Defaults; Remedies.

6.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (each, an "Event of Default"):

6.1.1 The Maker fails to make any payment when due under this Note;

6.1.2 The Maker fails to observe and perform any of its covenants or agreements on its part to be observed or performed under this Note and such failure shall continue for more than five (5) days after notice of such failure has been delivered to the Maker by the Holder;

6.1.3 The Maker admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy or a petition to take advantage of any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or has a petition filed against it be adjudicated a bankrupt, or files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof;

6.1.4 A court of competent jurisdiction enters an order, judgment, or decree appointing, without the consent of the Maker, a receiver of the Maker or of the whole or any substantial part of its property, or approving a petition filed against the Maker seeking reorganization or arrangement of the Maker under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof, and such order, judgment, or decree shall not be vacated or set aside or stayed within 60 days from the date of entry thereof;

6.1.5 Any court of competent jurisdiction assumes custody or control of the Maker or of the whole or any substantial part of its property under the provisions of any other law for the relief or aid of debtors, and such custody or control is not be terminated or stayed within 60 days from the date of assumption of such custody or control;

6.1.6. This Note ceases to be, or is asserted by the Maker not to be, a legal, valid and binding obligation of the Maker enforceable in accordance with its terms;

6.1.7 A judgment or judgments for the payment of money aggregating in excess of $250,000 are rendered against the Maker which judgments are not, within 60 days after the entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay; provided, however, that any judgment which is covered by insurance or an indemnity from a creditworthy party shall not be included in calculating the $250,000 amount set forth above so long as the Maker certifies that it has not received a written statement from such insurer or indemnity provider denying such coverage (which written statement shall be reasonably satisfactory to the Holder) and if the Maker will receive the proceeds of such insurance or indemnity within 30 days of the issuance of such judgment;

6.1.8 The Maker fails to deliver the securities to the Holder pursuant to and in the form required by this Note or, if required, a replacement Note, more than five Business Days after the required delivery date of such securities or replacement Note;

6.2 Notice by the Maker. The Maker shall notify the Holder in writing as soon as reasonably practicable but in no event more five (5) Business Days after the occurrence of any Event of Default of which the Maker acquires knowledge.

6.3 Remedies. Upon the occurrence of any Event of Default, all sums due and payable to the Holder under this Note shall, at the option of the Holder, become due and payable immediately without presentment, demand, notice of nonpayment, protest, notice of protest, or other notice of dishonor, all of which are hereby expressly waived by the Maker. Any payment under this Note (i) not paid within five (5) days following the Maturity Date or (ii) due immediately following acceleration by the Holder shall bear interest at the rate of ten percent (10%) from such Maturity Date or acceleration, as applicable, until paid, subject to Section 6.4. To the extent permitted by law, the Maker waives any right to and stay of execution and the benefit of all exemption laws now or hereafter in effect. In addition to the foregoing, upon the occurrence of any Event of Default, the Holder may forthwith exercise singly, concurrently, successively, or otherwise any and all rights and remedies available to the Holder at law, in equity, or otherwise.

6.4 Remedies Cumulative, etc. No right or remedy conferred upon or reserved to the Holder under this Note, or now or hereafter existing at law or in equity or otherwise, is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and concurrent, and shall be in addition to every other such right or remedy, and may be pursued singly, con- currently, successively, or otherwise, at the sole discretion of the Holder, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor may occur. No act of the Holder shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of the Holder shall be separate, distinct, and cumulative and none shall be given effect to the exclusion of any other.

7. Replacement of Note. Upon receipt by the Maker of evidence satisfactory to it of the loss, theft, destruction, or mutilation of this Note and (in case of loss, theft, or destruction) of indemnity satisfactory to it, and upon surrender and cancellation of this Note, if mutilated, the Maker will make and deliver a new Note of like tenor in lieu of this Note.

8. Maker's Covenants and Agreements.

8.1 Valid Issuance of Securities. The Maker covenants that the securities issuable upon the conversion of this Note will, upon conversion of this Note, be validly issued, fully paid and non- assessable and free from all taxes, liens and charges in respect of the issue thereof.

8.2 Timely Notice. The Maker shall give the Holder at least five (5) days' advance written notice prior to the closing of a Financing or Change of Control, provided that the Holder agrees to be bound by any applicable confidentiality agreement or agreements the Maker shall deem necessary or appropriate.

8.3 Limitations on Conversion. The Maker shall not affect any conversion of this Note, and the Holder shall not have the right to convert any portion of the Note, pursuant to Section 3 or otherwise, to the extent that after giving effect to such issuance after conversion, the Holder (together with any affiliate of the Holder (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of this Section 8.3, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 8.3 applies, the determination of whether the Note is convertible (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of the Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Note is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. In any case, the number of an outstanding class of securities shall be determined after giving effect to the conversion or exercise of securities of the Maker, including the Note, by the Holder or the Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of any class of a capital stock of the Maker out- standing immediately after giving effect to the issuance of the securities issuable upon conversion of the Note. The Holder, upon notice to the Maker, may waive the Beneficial Ownership Limitation provisions of this Section 8.3.

9. Certain Definitions.

9.1 "Business Day" means any day that is not a Saturday, Sunday, federal holiday or bank holiday in any jurisdiction in which the Maker holds a substantial portion of its assets.

9.2 "Change of Control" means any liquidation, dissolution, or winding up of the Maker, either voluntary or involuntary, and shall be deemed to be occasioned by, or to include, (i) the acquisition of the Maker by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger or consolidation) unless the Maker's shareholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Maker's acquisition or sale or otherwise) hold at least a majority of the voting power of the surviving or acquiring entity or its direct or indirect parent entity (except that any bona fide equity or debt financing transaction for capital raising purposes shall not be deemed a Change of Control for this purpose) and (ii) a sale, exclusive license or other disposition of all or substantially all of the assets of the Maker, including a sale, exclusive license or other disposition of all or substantially all of the assets of one or more of the Maker's subsidiaries, if such assets constitute substantially all of the assets of the Maker and such subsidiaries taken as a whole.

10. Amendments, Waivers, and Consents.

10.1 Amendment and Waiver by the Holders. This Note, may only be amended, modified, or supplemented, and waivers or consents to departures from the provisions thereof may be given, if the Maker and the Holder consent to the amendment. Such consent may not be effected orally, but only by a signed statement in writing. Any such amendment or waiver shall apply to and be binding upon the Holder of this Note, upon each future holder of this Note, and upon the Maker, whether or not this Note shall have been marked to indicate such amendment or waiver. No such amendment or waiver shall ex- tend to or affect any obligation not expressly amended or waived or impair any right consequent thereon.

10.2 Severability. In the event that for any reason one or more of the provisions of this Note or their application to any person or circumstance shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provision shall nevertheless remain valid, legal, and enforceable in all other respects and to such extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.3 Assignment; Binding Effect. The Maker may not assign its obligations under this Note without the prior written consent of the Holder. Any attempted assignment in violation of this Section 11.3 shall be null and void. Subject to the foregoing, this Note inures to the benefit of the Holder and its successors and assigns, and binds the Maker and its successors and permitted assigns, and the words "Holder" and "Maker" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

10.4 Notices Generally. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand delivered, sent by first class mail, sent by electronic transmission with confirmation of delivery and a copy sent by first class mail, or sent by nationally recognized overnight courier service, to the addresses for Holder and Maker set forth below or to such other address as either may give to the other in writing for such purpose. If a notice is sent via first class mail, it will be deemed to have been received two days after being deposited in the mail. If a notice is sent by nationally recognized overnight courier service, it will be deemed to have been received one day after being deposited with such courier service.

Notices to Maker:

Grove, Inc.
5425 S Valley View Rd
Las, Vegas NV 89118

Attention: Allan Marshall, Chief Executive Officer

Notices to Holder:

xxxx
xxxx
xxxx

10.5 Governing Law; Jurisdiction; Jury Trial. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Neva- da. The Maker hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sit- ting in The City las vegas, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. The Maker hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address it set forth on the signature page hereto and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Note. Nothing contained herein shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Maker in any other jurisdiction to collect on the Maker's obligations to the Holder, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other court ruling in favor of the Holder.

10.6 Section Headings, Construction. The headings of paragraphs in this Note are provided for convenience only and will not affect its construction or interpretation. All words used in this Note will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Note in its entirety and not to any specific section or subsection hereof.

10.7 Payment of Collection, Enforcement and Other Costs. If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the pro- visions of this Note, or (b) there occurs any bankruptcy, reorganization, or receivership of the Maker or other proceedings affecting the Maker's creditors' rights and involving a claim under this Note, then the Maker shall pay the costs incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, but not limited to, attorneys' fees and disbursements.

10.8 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to the Holder, upon any breach or default of the Maker under this Note shall impair any such right, power, or remedy of the Holder nor shall it be construed to be a waiver of any such breach or de- fault, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of the Holder of any breach or default under this Note or any waiver on the part of the Holder of any provisions or conditions of this Note must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Note or by law or otherwise afforded to the Holders, shall be cumulative and not alternative.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grove, Inc., as Maker, has caused this Convertible Promissory Note to be executed and delivered on the date set forth above on the cover page of this Note.

MAKER:

GROVE, INC.

By: */s/ Allan Marshall*
Name: Allan Marshall
Title: Chief Executive Officer

EXHIBIT 4.4

PROMISSORY NOTE PAYCHECK
PROTECTION PROGRAM
U.S. SMALL BUSINESS ADMINISTRATION

SBA Loan #	55973272-08
Date	4/28/2020
Loan Amount	$388,945
Interest Rate	1.00%
Operating Company	
SBA Loan Name	Grove, Inc.
Borrower	Grove, Inc.
Lender	Bank of the West

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of $388,945 and no/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Amortization Commencement Date" means the date that is the six (6) month anniversary of the date of initial disbursement on this Note.

"Deferral Period" means a period of six (6) months commencing with the date of initial disbursement on this Note and ending on the day immediately preceding the six (6) month anniversary of such date.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower.

"Maturity Date" shall mean the date that is the two year anniversary of the date of initial disbursement on this Note.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate is 1.00% per annum, fixed for the term of the Note.

Principal and interest payments are deferred during the first six (6) months of the term of this Note (the "Deferral Period"). Interest will continue to accrue on the outstanding principal balance during the Deferral Period.

After proceeds of this Note have been expended by Borrower, but not sooner than eight weeks after the date of initial disbursement on this Note, Borrower may submit to Lender a request for forgiveness of the Loan. Borrower must submit all documentation required by Lender to verify number of full-time equivalent employees and pay rates, as well as the payments on eligible mortgage, lease, and utility obligations, certifying that the documents are true and that Borrower used the forgiveness amount to keep employees and make eligible mortgage interest, rent, and utility payments. Lender will notify Borrower within 60 days whether all or part of the requested forgiveness of the Loan has been approved.

If the entire principal balance of this Note and accrued interest is not forgiven before the end of the Deferral Period, then the principal balance together with and all accrued and unpaid interest outstanding on the Amortization Commencement Date shall be paid in eighteen (18) monthly payments, commencing in the month immediately following the Amortization Commencement Date and continuing each month thereafter until the Maturity Date; provided, however, that the last monthly installment shall be on the Maturity Date and shall be in an amount equal to all principal and accrued interest outstanding on the Maturity Date. Monthly payments will be in an amount determined by the Lender to be the amount necessary to fully amortize the principal and interest outstanding on the Amortization Commencement Date over the remaining term of this Note.

Payment must be made on the fifth calendar day in the month it is due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives payment, then bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

Borrower may prepay this Note at any time without penalty. Borrower must:

a. Give Lender written notice; and
b. Pay all accrued interest.

All remaining principal and accrued interest is due and payable two (2) years from the date of initial disbursement.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5.00% of the unpaid portion of the regularly scheduled payment.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

A. Fails to do anything required by this Note and other Loan Documents;
B. Defaults on any other loan with Lender;
C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
E. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
I. Has a receiver or liquidator appointed for any part of their business or property;
J. Makes an assignment for the benefit of creditors;
K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

A. Require immediate payment of all amounts owing under this Note;
B. Collect all amounts owing from Borrower; and
C. File suit and obtain judgment.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

A. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document. Among other things, the expenses may include payments for reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
B. Release anyone obligated to pay this Note;
C. Take any action necessary to collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

   A. All individuals and entities signing this Note are jointly and severally liable.
   B. Borrower waives all suretyship defenses.
   C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
   D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
   E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
   F. If any part of this Note is unenforceable, all other parts remain in effect.
   G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS: If Borrower is located in any of the following states, the clause indicated for such state is incorporated herein:

MISSOURI.

Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Borrowers(s)) and us (Creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

OREGON.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LENDER TO BE ENFORCEABLE.

WASHINGTON.

Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law

WISCONSIN.

Each Borrower who is married represents that this obligation is incurred in the interest of his or her marriage or family.

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

/s/ Allan Marshall	4/28/2020
Signature of Authorized Representative of Applicant	Date
Allan Marshall	CEO
Print Name	Title

DISBURSEMENT AUTHORIZATION
PAYCHECK PROTECTION PROGRAM
U.S. SMALL BUSINESS ADMINISTRATION

SBA Loan #	55973272-08
Date	4/28/2020
Loan Amount	$388,945
Interest Rate	1.00%
Operating Company	
SBA Loan Name	Grove, Inc.
Borrower	Grove, Inc.
Lender	Bank of the West

Disbursement Instruction. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the Loan have been satisfied. Please disburse the loan proceeds in equal amount to the Loan Amount stated in the Promissory Note to the following Bank of the West deposit account # 059378406.

/s/ Allan Marshall — 4/28/2020
Signature of Authorized Representative of Applicant — Date

Allan Marshall — CEO
Print Name — Title

EXHIBIT 4.5

SBA Loan #5863907808 Application #3600517887

LOAN AUTHORIZATION AND AGREEMENT (LA&A)

A PROPERLY SIGNED DOCUMENT IS REQUIRED PRIOR TO ANY DISBURSEMENT

CAREFULLY READ THE LA&A:
This document describes the terms and conditions of your loan. It is your responsibility to comply with ALL the terms and conditions of your loan.

SIGNING THE LA&A:
All borrowers must sign the LA&A.

- Sign your name *exactly* as it appears on the LA&A. If typed incorrectly, you should sign with the correct spelling.
- If your middle initial appears on the signature line, sign with your middle initial.
- If a suffix appears on the signature line, such as Sr. or Jr., sign with your suffix.
- Corporate Signatories: Authorized representatives should sign the signature page.

Your signature represents your agreement to comply with the terms and conditions of the loan.

U.S. Small Business Administration

Economic Injury Disaster Loan

LOAN AUTHORIZATION AND AGREEMENT

Date: 05.30.2020 (Effective Date)

On the above date, this Administration (SBA) authorized (under Section 7(b) of the Small Business Act, as amended) a Loan (SBA Loan #5863907808) to Grove, Inc. (Borrower) of 1710 Whitney Mesa Dr Henderson Nevada 89014 in the amount of one hundred and fifty thousand and 00/100 Dollars ($150,000.00), upon the following conditions:

PAYMENT

- Installment payments, including principal and interest, of $731.00 Monthly, will begin Twelve (12) months from the date of the promissory Note. The balance of principal and interest will be payable Thirty (30) years from the date of the promissory Note.

INTEREST

- Interest will accrue at the rate of 3.75% per annum and will accrue only on funds actually advanced from the date(s) of each advance.

PAYMENT TERMS

- Each payment will be applied first to interest accrued to the date of receipt of each payment, and the balance, if any, will be applied to principal

- Each payment will be made when due even if at that time the full amount of the Loan has not yet been advanced or the authorized amount of the Loan has been reduced.

COLLATERAL

- For loan amounts of greater than $25,000, Borrower hereby grants to SBA, the secured party hereunder, a continuing security interest in and to any and all "Collateral" as described herein to secure payment and performance of all debts, liabilities and obligations of Borrower to SBA hereunder without limitation, including but not limited to all interest, other fees and expenses (all hereinafter called "Obligations"). The Collateral includes the following property that Borrower now owns or shall acquire or create immediately upon the acquisition or creation thereof: all tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto.

- For loan amounts of $25,000 or less, SBA is not taking a security interest in any collateral.

SBA Form 1391 (5-00)

REQUIREMENTS RELATIVE TO COLLATERAL

- Borrower will not sell or transfer any collateral (except normal inventory turnover in the ordinary course of business) described in the "Collateral" paragraph hereof without the prior written consent of SBA.

- Borrower will neither seek nor accept future advances under any superior liens on the collateral securing this Loan without the prior written consent of SBA.

USE OF LOAN PROCEEDS

- Borrower will use all the proceeds of this Loan solely as working capital to alleviate economic injury caused by disaster occurring in the month of January 31, 2020 and continuing thereafter and to pay Uniform Commercial Code (UCC) lien filing fees and a third-party UCC handling charge of $100 which will be deducted from the Loan amount stated above.

REQUIREMENTS FOR USE OF LOAN PROCEEDS AND RECEIPTS

- Borrower will obtain and itemize receipts (paid receipts, paid invoices or cancelled checks) and contracts for all Loan funds spent and retain these receipts for 3 years from the date of the final disbursement. Prior to each subsequent disbursement (if any) and whenever requested by SBA, Borrower will submit to SBA such itemization together with copies of the receipts.

- Borrower will not use, directly or indirectly, any portion of the proceeds of this Loan to relocate without the prior written permission of SBA. The law prohibits the use of any portion of the proceeds of this Loan for voluntary relocation from the business area in which the disaster occurred. To request SBA's prior written permission to relocate, Borrower will present to SBA the reasons therefore and a description or address of the relocation site. Determinations of (1) whether a relocation is voluntary or otherwise, and (2) whether any site other than the disaster-affected location is within the business area in which the disaster occurred, will be made solely by SBA.

- Borrower will, to the extent feasible, purchase only American-made equipment and products with the proceeds of this Loan.

- Borrower will make any request for a loan increase for additional disaster-related damages as soon as possible after the need for a loan increase is discovered. The SBA will not consider a request for a loan increase received more than **two (2)** years from the date of loan approval unless, in the sole discretion of the SBA, there are extraordinary and unforeseeable circumstances beyond the control of the borrower.

DEADLINE FOR RETURN OF LOAN CLOSING DOCUMENTS

- **Borrower will sign and return the loan closing documents to SBA within 2 months of the date of this Loan Authorization and Agreement**. By notifying the Borrower in writing, SBA may cancel this Loan if the Borrower fails to meet this requirement. The Borrower may submit and the SBA may, in its sole discretion, accept documents after 2 months of the date of this Loan Authorization and Agreement.

SBA Form 1391 (5-00)

COMPENSATION FROM OTHER SOURCES

- Eligibility for this disaster Loan is limited to disaster losses that are not compensated by other sources. Other sources include but are not limited to: (1) proceeds of policies of insurance or other indemnifications, (2) grants or other reimbursement (including loans) from government agencies or private organizations, (3) claims for civil liability against other individuals, organizations or governmental entities, and (4) salvage (including any sale or re-use) of items of damaged property.

- Borrower will promptly notify SBA of the existence and status of any claim or application for such other compensation, and of the receipt of any such compensation, and Borrower will promptly submit the proceeds of same (not exceeding the outstanding balance of this Loan) to SBA.

- Borrower hereby assigns to SBA the proceeds of any such compensation from other sources and authorizes the payor of same to deliver said proceeds to SBA at such time and place as SBA shall designate.

- SBA will in its sole discretion determine whether any such compensation from other sources is a duplication of benefits. SBA will use the proceeds of any such duplication to reduce the outstanding balance of this Loan, and Borrower agrees that such proceeds will not be applied in lieu of scheduled payments.

DUTY TO MAINTAIN HAZARD INSURANCE

- Within 12 months from the date of this Loan Authorization and Agreement the Borrower will provide proof of an active and in effect hazard insurance policy including fire, lightning, and extended coverage on all items used to secure this loan to at least 80% of the insurable value. Borrower will not cancel such coverage and will maintain such coverage throughout the entire term of this Loan. **BORROWER MAY NOT BE ELIGIBLE FOR EITHER ANY FUTURE DISASTER ASSISTANCE OR SBA FINANCIAL ASSISTANCE IF THIS INSURANCE IS NOT MAINTAINED AS STIPULATED HEREIN THROUGHOUT THE ENTIRE TERM OF THIS LOAN.** Please submit proof of insurance to: U.S. Small Business Administration, Office of Disaster Assistance, 14925 Kingsport Rd, Fort Worth, TX. 76155.

BOOKS AND RECORDS

- Borrower will maintain current and proper books of account in a manner satisfactory to SBA for the most recent 5 years until 3 years after the date of maturity, including extensions, or the date this Loan is paid in full, whichever occurs first. Such books will include Borrower's financial and operating statements, insurance policies, tax returns and related filings, records of earnings distributed and dividends paid and records of compensation to officers, directors, holders of 10% or more of Borrower's capital stock, members, partners and proprietors.

- Borrower authorizes SBA to make or cause to be made, at Borrower's expense and in such a manner and at such times as SBA may require: (1) inspections and audits of any books, records and paper in the custody or control of Borrower or others relating to Borrower's financial or business conditions, including the making of copies thereof and extracts therefrom, and (2) inspections and appraisals of any of Borrower's assets.

- Borrower will furnish to SBA, not later than 3 months following the expiration of Borrower's fiscal year and in such form as SBA may require, Borrower's financial statements.

- Upon written request of SBA, Borrower will accompany such statements with an 'Accountant's Review Report' prepared by an independent public accountant at Borrower's expense.

- Borrower authorizes all Federal, State and municipal authorities to furnish reports of examination, records and other information relating to the conditions and affairs of Borrower and any desired information from such reports, returns, files, and records of such authorities upon request of SBA.

LIMITS ON DISTRIBUTION OF ASSETS

- Borrower will not, without the prior written consent of SBA, make any distribution of Borrower's assets, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any owner or partner or any of its employees, or to any company directly or indirectly controlling or affiliated with or controlled by Borrower, or any other company.

EQUAL OPPORTUNITY REQUIREMENT

- If Borrower has or intends to have employees, Borrower will post SBA Form 722, Equal Opportunity Poster (copy attached), in Borrower's place of business where it will be clearly visible to employees, applicants for employment, and the general public.

DISCLOSURE OF LOBBYING ACTIVITIES

- Borrower agrees to the attached Certification Regarding Lobbying Activities

BORROWER'S CERTIFICATIONS

Borrower certifies that:

- There has been no substantial adverse change in Borrower's financial condition (and organization, in case of a business borrower) since the date of the application for this Loan. (Adverse changes include, but are not limited to: judgment liens, tax liens, mechanic's liens, bankruptcy, financial reverses, arrest or conviction of felony, etc.)

- No fees have been paid, directly or indirectly, to any representative (attorney, accountant, etc.) for services provided or to be provided in connection with applying for or closing this Loan, other than those reported on SBA Form 5 Business Disaster Loan Application'; SBA Form 3501 COVID-19 Economic Injury Disaster Loan Application; or SBA Form 159, 'Compensation Agreement'. All fees not approved by SBA are prohibited.

- All representations in the Borrower's Loan application (including all supplementary submissions) are true, correct and complete and are offered to induce SBA to make this Loan.

- No claim or application for any other compensation for disaster losses has been submitted to or requested of any source, and no such other compensation has been received, other than that which Borrower has fully disclosed to SBA.

- Neither the Borrower nor, if the Borrower is a business, any principal who owns at least 50% of the Borrower, is delinquent more than 60 days under the terms of any: (a) administrative order; (b) court order; or (c) repayment agreement that requires payment of child support.

- Borrower certifies that no fees have been paid, directly or indirectly, to any representative (attorney, accountant, etc.) for services provided or to be provided in connection with applying for or closing this Loan, other than those reported on the Loan Application. All fees not approved by SBA are prohibited. If an Applicant chooses to employ an Agent, the compensation an Agent charges to and that is paid by the Applicant must bear a necessary and reasonable relationship to the services actually performed and must be comparable to those charged by other Agents in the geographical area. Compensation cannot be contingent on loan approval. In addition, compensation must not include any expenses which are deemed by SBA to be unreasonable for services actually performed or expenses actually incurred. Compensation must not include charges prohibited in 13 CFR 103 or SOP 50-30, Appendix 1. **If the compensation exceeds $500 for a disaster home loan or $2,500 for a disaster business loan, Borrower must fill out the Compensation Agreement Form 159D which will be provided for Borrower upon request or can be found on the SBA website.**

- Borrower certifies, to the best of its, his or her knowledge and belief, that the certifications and representations in the attached Certification Regarding Lobbying are true, correct and complete and are offered to induce SBA to make this Loan.

SBA Form 1391 (5-00)

CIVIL AND CRIMINAL PENALTIES

- Whoever wrongfully misapplies the proceeds of an SBA disaster loan shall be civilly liable to the Administrator in an amount equal to one-and-one half times the original principal amount of the loan under 15 U.S.C. 636(b). In addition, any false statement or misrepresentation to SBA may result in criminal, civil or administrative sanctions including, but not limited to: 1) fines, imprisonment or both, under 15 U.S.C. 645, 18 U.S.C. 1001, 18 U.S.C. 1014, 18 U.S.C. 1040, 18 U.S.C. 3571, and any other applicable laws; 2) treble damages and civil penalties under the False Claims Act, 31 U.S.C. 3729; 3) double damages and civil penalties under the Program Fraud Civil Remedies Act, 31 U.S.C. 3802; and 4) suspension and/or debarment from all Federal procurement and non-procurement transactions. Statutory fines may increase if amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

RESULT OF VIOLATION OF THIS LOAN AUTHORIZATION AND AGREEMENT

- If Borrower violates any of the terms or conditions of this Loan Authorization and Agreement, the Loan will be in default and SBA may declare all or any part of the indebtedness immediately due and payable. SBA's failure to exercise its rights under this paragraph will not constitute a waiver.

- A default (or any violation of any of the terms and conditions) of any SBA Loan(s) to Borrower and/or its affiliates will be considered a default of all such Loan(s).

DISBURSEMENT OF THE LOAN

- Disbursements will be made by and at the discretion of SBA Counsel, in accordance with this Loan Authorization and Agreement and the general requirements of SBA.

- Disbursements may be made in increments as needed.

- Other conditions may be imposed by SBA pursuant to general requirements of SBA.

- Disbursement may be withheld if, in SBA's sole discretion, there has been an adverse change in Borrower's financial condition or in any other material fact represented in the Loan application, or if Borrower fails to meet any of the terms or conditions of this Loan Authorization and Agreement.

- **NO DISBURSEMENT WILL BE MADE LATER THAN 6 MONTHS FROM THE DATE OF THIS LOAN AUTHORIZATION AND AGREEMENT UNLESS SBA, IN ITS SOLE DISCRETION, EXTENDS THIS DISBURSEMENT PERIOD.**

SBA Form 1391 (5-00)

PARTIES AFFECTED

- This Loan Authorization and Agreement will be binding upon Borrower and Borrower's successors and assigns and will inure to the benefit of SBA and its successors and assigns.

RESOLUTION OF BOARD OF DIRECTORS

- Borrower shall, within 180 days of receiving any disbursement of this Loan, submit the appropriate SBA Certificate and/or Resolution to the U.S. Small Business Administration, Office of Disaster Assistance, 14925 Kingsport Rd, Fort Worth, TX. 76155.

ENFORCEABILITY

- This Loan Authorization and Agreement is legally binding, enforceable and approved upon Borrower's signature, the SBA's approval and the Loan Proceeds being issued to Borrower by a government issued check or by electronic debit of the Loan Proceeds to Borrower' banking account provided by Borrower in application for this Loan.

/s/ James E. Rivera
James E. Rivera
Associate Administrator
U.S. Small Business Administration

The undersigned agree(s) to be bound by the terms and conditions herein during the term of this Loan, and further agree(s) that no provision stated herein will be waived without prior written consent of SBA. **Under penalty of perjury of the United States of America, I hereby certify that I am authorized to apply for and obtain a disaster loan on behalf of Borrower, in connection with the effects of the COVID-19 emergency.**

Grove, Inc.

/s/ Allan Marshall Date: 05.30.2020
Allan Marshall, Owner/Officer

Note: Corporate Borrowers must execute Loan Authorization and Agreement in corporate name, by a duly authorized officer. Partnership Borrowers must execute in firm name, together with signature of a general partner. Limited Liability entities must execute in the entity name by the signature of the authorized managing person.

SBA Form 1391 (5-00)

CERTIFICATION REGARDING LOBBYING

For loans over $150,000, Congress requires recipients to agree to the following:

1. Appropriated funds may NOT be used for lobbying.
2. Payment of non-federal funds for lobbying must be reported on Form SF-LLL.
3. Language of this certification must be incorporated into all contracts and subcontracts exceeding $100,000.
4. All contractors and subcontractors with contracts exceeding $100,000 are required to certify and disclose accordingly.

SBA Form 1391 (5-00)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Borrower and all Guarantors (if any) certify, to the best of its, his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and co-operative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

SBA Form 1391 (5-00)

This Statement of Policy is Posted

In Accordance with Regulations of the

Small Business Administration

This Organization Practices

Equal Employment Opportunity

We do not discriminate on the ground of race, color, religion, sex, age, disability or national origin in the hiring, retention, or promotion of employees; nor in determining their rank, or the compensation or fringe benefits paid them.

This Organization Practices

Equal Treatment of Clients

We do not discriminate on the basis of race, color, religion, sex, marital status, disability, age or national origin in services or accommodations offered or provided to our employees, clients or guests.

These policies and this notice comply with regulations of the United States Government.

Please report violations of this policy to:

Administrator
Small Business Administration
Washington, D.C. 20416

In order for the public and your employees to know their rights under 13 C.F.R Parts 112, 113, and 117, Small Business Administration Regulations, and to conform with the directions of the Administrator of SBA, this poster must be displayed where it is clearly visible to employees, applicants for employment, and the public.

Failure to display the poster as required in accordance with SBA Regulations may be considered evidence of noncompliance and subject you to the penalties contained in those Regulations.

SBA FORM 722 (10-02) REF: SOP 9030 PREVIOUS EDITIONS ARE OBSOLETE **U.S. GOVERNMENT PRINTING OFFICE: 1994 0- 153-346**

This form was electronically produced by Elite Federal Inc.

Federal Recycling Program Printed on Recycled Paper

Esta Declaración De Principios Se Publica

De Acuerdo Con Los Reglamentos De La

Agencia Federal Para el Desarrollo de la Pequeña Empresa

Esta Organización Practica

Igual Oportunidad De Empleo

No discriminamos por razón de raza, color, religión, sexo, edad, discapacidad o nacionalidad en el empleo, retención o ascenso de personal ni en la determinación de sus posiciones, salarios o beneficios marginales.

Esta Organización Practica

Igualdad En El Trato A Su Clientela

No discriminamos por razón de raza, color, religión, sexo, estado civil, edad, discapacidad o nacionalidad en los servicios o facilidades provistos para nuestros empleados, clientes o visitantes.

Estos principios y este aviso cumplen con los reglamentos del Gobierno de los Estados Unidos de América.

Favor de informar violaciones a lo aquí indicado a:

Administrador
Agencia Federal Para el Desarrollo de la
Pequeña Empresa
Washington, D.C. 20416

A fin de que el público y sus empleados conozcan sus derechos según lo expresado en las Secciones 112, 113 y 117 del Código de Regulaciaones Federales No. 13, de los Reglamentos de la Agencja Federal Para el Desarrollo de la Pequeña Empresay de acuerdo con las instrucciones del Administrador de dicha agencia, esta notificación debe fijarse en un lugar claramente visible para los empleados, solicitantes de empleo y público en general. No fijar esta notificación según lo requerido por los reglamentos de la Agencia Federal Para el Desarrollo de la Pequeña Empresa, puede ser interpretado como evidencia de falta de cumplimiento de los mismos y conllevará la ejecución de los castigos impuestos en estos reglamentos.

SBA FORM 722 (10-02) REF: SOP 9030 PREVIOUS EDITIONS ARE OBSOLETE **U.S. GOVERNMENT PRINTING OFFICE: 1994 0- 153-346**

This form was electronically produced by Elite Federal Inc.

Federal Recycling Program Printed on Recycled Paper

NOTE

A PROPERLY SIGNED NOTE IS REQUIRED PRIOR TO ANY DISBURSEMENT

CAREFULLY READ THE NOTE: It is your promise to repay the loan.

- The Note is pre-dated. **DO NOT CHANGE THE DATE OF THE NOTE.**
- **LOAN PAYMENTS** will be due as stated in the Note.
- **ANY CORRECTIONS OR UNAUTHORIZED MARKS MAY VOID THIS DOCUMENT.**

SIGNING THE NOTE: All borrowers must sign the Note.

- Sign your name *exactly* as it appears on the Note. If typed incorrectly, you should sign with the correct spelling.
- If your middle initial appears on the signature line, sign with your middle initial.
- If a suffix appears on the signature line, such as Sr. or Jr., sign with your suffix.
- Corporate Signatories: Authorized representatives should sign the signature page.

	U.S. Small Business Administration	**Date: 05.30.2020**
		Loan Amount: $150,000.00
	NOTE	**Annual Interest Rate: 3.75%**
	(SECURED DISASTER LOANS)	

SBA Loan # 5863907808 **Application #3600517887**

1. **PROMISE TO PAY** : In return for a loan, Borrower promises to pay to the order of SBA the amount of **one hundred and fifty thousand and 00/100 Dollars ($150,000.00)**, interest on the unpaid principal balance, and all other amounts required by this Note.

2. **DEFINITIONS**: **A)** "Collateral" means any property taken as security for payment of this Note or any guarantee of this Note. **B)** "Guarantor" means each person or entity that signs a guarantee of payment of this Note. **C)** "Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

3. **PAYMENT TERMS**: Borrower must make all payments at the place SBA designates. Borrower may prepay this Note in part or in full at any time, without notice or penalty. Borrower must pay principal and interest payments of **$731.00** every **month** beginning **Twelve (12)** months from the date of the Note. SBA will apply each installment payment first to pay interest accrued to the day SBA receives the payment and will then apply any remaining balance to reduce principal. All remaining principal and accrued interest is due and payable **Thirty (30) years** from the date of the Note.

4. **DEFAULT**: Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower: **A)** Fails to comply with any provision of this Note, the Loan Authorization and Agreement, or other Loan Documents; **B)** Defaults on any other SBA loan; **C)** Sells or otherwise transfers, or does not preserve or account to SBA's satisfaction for, any of the Collateral or its proceeds; **D)** Does not disclose, or anyone acting on their behalf does not disclose, any material fact to SBA; **E)** Makes, or anyone acting on their behalf makes, a materially false or misleading representation to SBA; **F)** Defaults on any loan or agreement with another creditor, if SBA believes the default may materially affect Borrower's ability to pay this Note; **G)** Fails to pay any taxes when due; **H)** Becomes the subject of a proceeding under any bankruptcy or insolvency law; **I)** Has a receiver or liquidator appointed for any part of their business or property; **J)** Makes an assignment for the benefit of creditors; **K)** Has any adverse change in financial condition or business operation that SBA believes may materially affect Borrower's ability to pay this Note; **L)** Dies; **M)** Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without SBA's prior written consent; or, **N)** Becomes the subject of a civil or criminal action that SBA believes may materially affect Borrower's ability to pay this Note.

5. **SBA'S RIGHTS IF THERE IS A DEFAULT** : Without notice or demand and without giving up any of its rights, SBA may: **A)** Require immediate payment of all amounts owing under this Note; **B)** Have recourse to collect all amounts owing from any Borrower or Guarantor (if any); **C)** File suit and obtain judgment; **D)** Take possession of any Collateral; or **E)** Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. **SBA'S GENERAL POWERS**: Without notice and without Borrower's consent, SBA may: **A)** Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses; **B)** Collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If SBA incurs such expenses, it may demand immediate reimbursement from Borrower or add the expenses to the principal balance; **C)** Release anyone obligated to pay this Note; **D)** Compromise, release, renew, extend or substitute any of the Collateral; and **E)** Take any action necessary to protect the Collateral or collect amounts owing on this Note.

SBA FORM 147 B (5-00)

7. **FEDERAL LAW APPLIES**: When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. **GENERAL PROVISIONS**: **A)** All individuals and entities signing this Note are jointly and severally liable. **B)** Borrower waives all suretyship defenses. **C)** Borrower must sign all documents required at any time to comply with the Loan Documents and to enable SBA to acquire, perfect, or maintain SBA's liens on Collateral. **D)** SBA may exercise any of its rights separately or together, as many times and in any order it chooses. SBA may delay or forgo enforcing any of its rights without giving up any of them. **E)** Borrower may not use an oral statement of SBA to contradict or alter the written terms of this Note. **F)** If any part of this Note is unenforceable, all other parts remain in effect. **G)** To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that SBA did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale. **H)** SBA may sell or otherwise transfer this Note.

9. **MISUSE OF LOAN FUNDS**: Anyone who wrongfully misapplies any proceeds of the loan will be civilly liable to SBA for one and one-half times the proceeds disbursed, in addition to other remedies allowed by law.

10. **BORROWER'S NAME(S) AND SIGNATURE(S)**: By signing below, each individual or entity acknowledges and accepts personal obligation and full liability under the Note as Borrower.

Grove, Inc.

/s/ Allan Marshall
Allan Marshall, Owner/Officer

SBA FORM 147 B (5-00)

SECURITY AGREEMENT

Read this document carefully. It grants the SBA a security interest (lien) in all the property described in paragraph 4.

This document is predated. DO NOT CHANGE THE DATE ON THIS DOCUMENT.

SBA Loan #:	5863907808
Borrower:	Grove, Inc.
Secured Party:	**The Small Business Administration, an Agency of the U.S. Government**
Date:	05.30.2020
Note Amount:	$150,000.00

1. **DEFINITIONS.**

Unless otherwise specified, all terms used in this Agreement will have the meanings ascribed to them under the Official Text of the Uniform Commercial Code, as it may be amended from time to time, ("UCC"). "SBA" means the Small Business Administration, an Agency of the U.S. Government.

2. **GRANT OF SECURITY INTEREST.**

For value received, the Borrower grants to the Secured Party a security interest in the property described below in paragraph 4 (the "Collateral").

3. **OBLIGATIONS SECURED.**

This Agreement secures the payment and performance of: (a) all obligations under a Note dated 05.30.2020, made by Grove, Inc. , made payable to Secured Lender, in the amount of $150,000.00 ("Note"), including all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note; (b) all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; (c) all obligations of the Borrower in any other agreement relating to the Note; and (d) any modifications, renewals, refinancings, or extensions of the foregoing obligations.

SBA Form 1059 (09-19) Previous Editions are obsolete.

4. **COLLATERAL DESCRIPTION.**

The Collateral in which this security interest is granted includes the following property that Borrower now owns or shall acquire or create immediately upon the acquisition or creation thereof: all tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto.

5. **RESTRICTIONS ON COLLATERAL TRANSFER.**

Borrower will not sell, lease, license or otherwise transfer (including by granting security interests, liens, or other encumbrances in) all or any part of the Collateral or Borrower's interest in the Collateral without Secured Party's written or electronically communicated approval, except that Borrower may sell inventory in the ordinary course of business on customary terms. Borrower may collect and use amounts due on accounts and other rights to payment arising or created in the ordinary course of business, until notified otherwise by Secured Party in writing or by electronic communication.

6. **MAINTENANCE AND LOCATION OF COLLATERAL; INSPECTION; INSURANCE.**

Borrower must promptly notify Secured Party by written or electronic communication of any change in location of the Collateral, specifying the new location. Borrower hereby grants to Secured Party the right to inspect the Collateral at all reasonable times and upon reasonable notice. Borrower must: (a) maintain the Collateral in good condition; (b) pay promptly all taxes, judgments, or charges of any kind levied or assessed thereon; (c) keep current all rent or mortgage payments due, if any, on premises where the Collateral is located; and (d) maintain hazard insurance on the Collateral, with an insurance company and in an amount approved by Secured Party (but in no event less than the replacement cost of that Collateral), and including such terms as Secured Party may require including a Lender's Loss Payable Clause in favor of Secured Party. Borrower hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Borrower's name all proofs of loss, drafts, checks and any other documents necessary for Secured Party to obtain such payments.

7. **CHANGES TO BORROWER'S LEGAL STRUCTURE, PLACE OF BUSINESS, JURISDICTION OF ORGANIZATION, OR NAME.**

Borrower must notify Secured Party by written or electronic communication not less than 30 days before taking any of the following actions: (a) changing or reorganizing the type of organization or form under which it does business; (b) moving, changing its place of business or adding a place of business; (c) changing its jurisdiction of organization; or (d) changing its name. Borrower will pay for the preparation and filing of all documents Secured Party deems necessary to maintain, perfect and continue the perfection of Secured Party's security interest in the event of any such change.

8. **PERFECTION OF SECURITY INTEREST.**

Borrower consents, without further notice, to Secured Party's filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Borrower must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend its security interest in the Collateral. Borrower will pay the filing and recording costs of any documents relating to Secured Party's security interest. Borrower ratifies all previous filings and recordings, including financing statements and notations on certificates of title. Borrower will cooperate with Secured Party in obtaining a Control Agreement satisfactory to Secured Party with respect to any Deposit Accounts or Investment Property, or in otherwise obtaining control or possession of that or any other Collateral.

9. **DEFAULT.**

Borrower is in default under this Agreement if: (a) Borrower fails to pay, perform or otherwise comply with any provision of this Agreement; (b) Borrower makes any materially false representation, warranty or certification in, or in connection with, this Agreement, the Note, or any other agreement related to the Note or this Agreement; (c) another secured party or judgment creditor exercises its rights against the Collateral; or (d) an event defined as a "default" under the Obligations occurs. In the event of default and if Secured Party requests, Borrower must assemble and make available all Collateral at a place and time designated by Secured Party. Upon default and at any time thereafter, Secured Party may declare all Obligations secured hereby immediately due and payable, and, in its sole discretion, may proceed to enforce payment of same and exercise any of the rights and remedies available to a secured party by law including those available to it under Article 9 of the UCC that is in effect in the jurisdiction where Borrower or the Collateral is located. Unless otherwise required under applicable law, Secured Party has no obligation to clean or otherwise prepare the Collateral for sale or other disposition and Borrower waives any right it may have to require Secured Party to enforce the security interest or payment or performance of the Obligations against any other person.

10. **FEDERAL RIGHTS.**

When SBA is the holder of the Note, this Agreement will be construed and enforced under federal law, including SBA regulations. Secured Party or SBA may use state or local procedures for filing papers, recording documents, giving notice, enforcing security interests or liens, and for any other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. As to this Agreement, Borrower may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

11. **GOVERNING LAW.**

Unless SBA is the holder of the Note, in which case federal law will govern, Borrower and Secured Party agree that this Agreement will be governed by the laws of the jurisdiction where the Borrower is located, including the UCC as in effect in such jurisdiction and without reference to its conflicts of laws principles.

12. **SECURED PARTY RIGHTS.**

All rights conferred in this Agreement on Secured Party are in addition to those granted to it by law, and all rights are cumulative and may be exercised simultaneously. Failure of Secured Party to enforce any rights or remedies will not constitute an estoppel or waiver of Secured Party's ability to exercise such rights or remedies. Unless otherwise required under applicable law, Secured Party is not liable for any loss or damage to Collateral in its possession or under its control, nor will such loss or damage reduce or discharge the Obligations that are due, even if Secured Party's actions or inactions caused or in any way contributed to such loss or damage.

13. **SEVERABILITY.**

If any provision of this Agreement is unenforceable, all other provisions remain in effect.

SBA Form 1059 (09-19) Previous Editions are obsolete.

14. **BORROWER CERTIFICATIONS.**

Borrower certifies that: (a) its Name (or Names) as stated above is correct; (b) all Collateral is owned or titled in the Borrower's name and not in the name of any other organization or individual; (c) Borrower has the legal authority to grant the security interest in the Collateral; (d) Borrower's ownership in or title to the Collateral is free of all adverse claims, liens, or security interests (unless expressly permitted by Secured Party); (e) none of the Obligations are or will be primarily for personal, family or household purposes; (f) none of the Collateral is or will be used, or has been or will be bought primarily for personal, family or household purposes; (g) Borrower has read and understands the meaning and effect of all terms of this Agreement.

15. **BORROWER NAME(S) AND SIGNATURE(S).**

By signing or otherwise authenticating below, each individual and each organization becomes jointly and severally obligated as a Borrower under this Agreement.

Grove, Inc.

/s/ Allan Marshall Date: 05.30.2020
Allan Marshall, Owner/Officer

SBA Form 1059 (09-19) Previous Editions are obsolete.

NUMBER
****

Grove INC.™

SHARES
****

CUSIP 39959A106
COMMON STOCK

INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA
$0.001 PAR VALUE COMMON STOCK

THIS CERTIFIES THAT * SPECIMEN *

Is The Owner of *******

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF
Grove, Inc.

Transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Dated: *******

COUNTERSIGNED AND REGISTERED:
VSTOCK TRANSFER, LLC
Transfer Agent and Registrar

By:_____
AUTHORIZED SIGNATURE

Chief Executive Officer

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	- as tenants in common	UNIF GIFT MIN ACT.....Custodian.....
TEN ENT	- as tenants by the entireties	(Cust) (Minor)
JT TEN	- as joint tenants with the right of survivorship and not as tenants in common	Act..... (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ *hereby sell, assign and transfer unto*

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____

_____

_____

_____ *shares*

of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____, *Attorney*

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

*Dated*_____

X_____

THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE. THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions).

SIGNATURE GUARANTEED:

TRANSFER FEE WILL APPLY

NOTE – PAYCHECK PROTECTION PROGRAM

SBA Loan #	99349977-00
SBA Loan Name	Infusionz LLC
Date	May 13, 2020
Loan Amount	$297,100.00
Interest Rate	One (1%) Percent
Borrower	Infusionz LLC
Lender	Newtek Small Business Finance, LLC

1. PROMISE TO PAY:
In return for the Loan, Borrower promises to pay to the order of Lender the amount of**Two Hundred Ninety-Seven Thousand One Hundred and 00/100 Dollars ($297,100.00),** interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:
"Loan" means the loan evidenced by this Note.
"Loan Documents" means the documents related to this loan signed by Borrower.
"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:
Initial Deferment Period: No payments are due on this loan for 6 months from the date of first disbursement of this loan. Interest will continue to accrue during the deferment period.

Loan Forgiveness: Borrower may apply to Lender for forgiveness of the amount due on this loan in an amount equal to the sum of the following costs incurred by Borrower during the 8-week period beginning on the date of first disbursement of this loan:

a. Payroll costs
b. Any payment of interest on a covered mortgage obligation (which shall not include any prepayment of or payment of principal on a covered mortgage obligation)
c. Any payment on a covered rent obligation
d. Any covered utility payment

The amount of loan forgiveness shall be calculated (and may be reduced) in accordance with the requirements of the Paycheck Protection Program, including the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). Not more than 25% of the amount forgiven can be attributable to non-payroll costs.

Maturity: This Note will mature two years from date of first disbursement of this loan.

Repayment Terms: The interest rate on this Note is one percent per year. The interest rate is fixed and will not be change d during the life of the loan.

Borrower must pay principal and interest payments in the amount of $12,508.53 each and every month beginning SIX MONTHS from the month this Note is dated; payments must be made on the first calendar day in the months they are due. Lender will apply each installment payment first to pay interest accrued to the day Lender received the payment, then to bring principal current, and will apply any remaining balance to reduce principal.

Loan Prepayment: Notwithstanding any provision in this Note to the contrary:
Borrower may prepay this Note at any time without penalty. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must: a. Give Lender written notice; b. Pay all accrued interest; and c. If the prepayment is received less than 21 days from the date Lender received the notice, pay an amount equal to 21 days interest from the date lender received the notice, less any interest accrued during the 21 days and paid under b. of this paragraph. If Borrower does not prepay within 30 days from the date Lender received the notice, Borrower must give Lender a new notice.

Non-Recourse. Lender and SBA shall have no recourse against any individual shareholder, member or partner of Borrower for non - payment of the loan, except to the extent that such shareholder, member or partner uses the loan proceeds for an unauthorized purpose.

The undersigned agrees, upon request of the Lender, to promptly (not later than 7 days after Lender's request) and fully cooperate in the correction, if necessary in the reasonable discretion of the Lender, of any and all loan closing documents so that all documents accurately describe the loan between the Borrower(s) and the Lender. The correction may be deemed necessary to enable Lender to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to any investor or institution.

4. DEFAULT: Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower:
Fails to do anything required by this Note and other Loan Documents;
Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT: Without notice or demand and without giving up any of its rights, Lender may:
Require immediate payment of all amounts owing under this Note;
Collect all amounts owing from any Borrower;
File suit and obtain judgment.

6. LENDER'S GENERAL POWERS: Without notice and without Borrower's consent, Lender may:
Incur expenses, including reasonable attorney's fees, to collect amounts due under this Note and otherwise enforce the terms of this Note or any other Loan Document. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
Release anyone obligated to pay this Note.

WHEN FEDERAL LAW APPLIES: *When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.*

7. SUCCESSORS AND ASSIGNS: Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

8. GENERAL PROVISIONS:
Borrower must sign all documents necessary at any time to comply with the Loan Documents.
Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
If any part of this Note is unenforceable, all other parts remain in effect.
To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee.

BORROWER'S NAME(S) AND SIGNATURE(S): By signing below, each individual or entity becomes obligated under this Note as Borrower and certifies that during the period beginning on February 15, 2020 and ending on December 31, 2020, the Borrower ha s not, and will not, receive another loan under the Paycheck Protection Program.

BORROWER:

INFUSIONZ LLC

By: */s/ Nathan Weinberg*
Nathan Weinberg a/k/a Nathan R. Weinberg, Manager

[Form of Representative's Warrant Agreement]

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

THE REGISTERED HOLDER OF THIS PURCHASE WARRANT BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL NOT SELL, TRANSFER OR ASSIGN THIS PURCHASE WARRANT EXCEPT AS HEREIN PROVIDED AND THE REGISTERED HOLDER OF THIS PURCHASE WARRANT AGREES THAT IT WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR HYPOTHECATE THIS PURCHASE WARRANT FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FOLLOWING THE EFFECTIVE DATE (DEFINED BELOW) TO ANYONE OTHER THAN (I) KINGSWOOD CAPITAL MARKETS, DIVISION OF BENCHMARK INVESTMENTS, INC. OR AN UNDERWRITER OR A SELECTED DEALER IN CONNECTION WITH THE OFFERING (DEFINED BELOW), OR (II) A BONA FIDE OFFICER OF KINGSWOOD CAPITAL MARKETS, DIVISION OF BENCHMARK INVESTMENTS, INC. OR OF ANY SUCH UNDERWRITER OR SELECTED DEALER.

THIS PURCHASE WARRANT IS NOT EXERCISABLE PRIOR TO THE INITIAL EXERCISE DATE (DEFINED BELOW). VOID AFTER 5:00 P.M., EASTERN TIME, ON THE EXPIRATION DATE (DEFINED BELOW).

Warrant Shares[1]:[●] **Initial Exercise Date[2]: [●], 2021**

COMMON STOCK PURCHASE WARRANT

For the Purchase of [●] Shares of Common Stock

of

GROVE, INC.

1. Purchase Warrant. THIS CERTIFIES THAT, in consideration of funds duly paid by or on behalf of Kingswood Capital Markets, division of Benchmark Investments, Inc., or its designees (the "**Holder**"), as registered owner of this purchase warrant ("**Purchase Warrant**"), to Grove, Inc., a Nevada corporation (the "**Company**"), Holder is entitled, at any time or from time to time from the date hereof (the "**Initial Exercise Date**"), and at or before 5:00 p.m., Eastern time, [●][3] (the "**Expiration Date**"), but not thereafter and subject to redemption, at the sole discretion of the Company, pursuant to *Section 6* herein, to subscribe for, purchase and receive, in whole or in part, up to [●] shares of common stock, par value $0.001 per share (the "**Common Stock**"), of the Company, subject to adjustment as provided in *Section 7* hereof (the "**Shares**"). If the Expiration Date is a day on which banking institutions are authorized by law to close, then this Purchase Warrant may be exercised on the next succeeding day, which is not such a day in accordance with the terms herein. This Purchase Warrant is initially exercisable at $ [●][4] per Share; provided, however, that upon the occurrence of any of the events specified in *Section 7* hereof, the rights granted by this Purchase Warrant, including the exercise price per Share and the number of Shares to be received upon such exercise, shall be adjusted as therein specified. The term "**Exercise Price**" shall mean the initial exercise price or the adjusted exercise price, depending on the context. The term "**Effective Date"** shall mean [●], 2021, the date the Company's Registration Statement on Form S-1 (File No. 333-[●]) (the "**Registration Statement**") was declared effective by the Securities and Exchange Commission (the "**Commission**") on [●], 2021 (and the offering covered thereby, the "**Offering**").

[1] Insert 2% of the total shares being sold in the Offering.

[2] Insert 180th day after Effective Date.

[3] Insert 5th anniversary date of the Effective Date.

[4] Insert 125% of the offering price of the shares sold in the offering.

2. Exercise.

2.1 Exercise Form. In order to exercise this Purchase Warrant, the exercise form attached hereto must be duly executed and completed and delivered to the Company, together with this Purchase Warrant and payment of the Exercise Price for the Shares being purchased payable in cash by wire transfer of immediately available funds to an account designated by the Company or by certified check or official bank check. If the subscription rights represented hereby shall not be exercised at or before 5:00 p.m., Eastern time, on the Expiration Date, this Purchase Warrant shall become and be void without further force or effect, and all rights represented hereby shall cease and expire.

2.2 Cashless Exercise. If at any time after the Initial Exercise Date there is no effective registration statement registering, or no current prospectus available for, the resale of the Shares by the Holder, then in lieu of exercising this Purchase Warrant by payment of cash or check payable to the order of the Company pursuant to *Section 2.1* above, Holder may elect to receive the number of Shares equal to the value of this Purchase Warrant (or the portion thereof being exercised), by surrender of this Purchase Warrant to the Company, together with the exercise form attached hereto, in which event the Company shall issue to Holder, Shares in accordance with the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where,

X = The number of Shares to be issued to Holder;

Y = The number of Shares that would be issuable to Holder upon exercise of this Purchase Warrant in accordance with the terms hereof if such exercise were by means of a cash exercise rather than a cashless exercise;

A = The Fair Market Value (as hereinafter defined) of one Share; and

B = The Exercise Price, as adjusted hereunder.

For purposes of this *Section 2.2*, the "**Fair Market Value**" of a Share is defined as follows:

(i) if the Common Stock is traded on a securities exchange, the value shall be deemed to be the daily volume weighted average price per share of the Common Stock on such exchange over the period of fifteen (15) trading days immediately prior to the exercise form being submitted in connection with the exercise of this Purchase Warrant;

(ii) if the Common Stock is actively traded over-the-counter, the value shall be deemed to be the closing bid price per share of the Common Stock immediately prior to the exercise form being submitted in connection with the exercise of this Purchase Warrant; or

(iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Company's Board of Directors.

2.3 Legend. Each certificate for the securities purchased under this Purchase Warrant shall bear a legend as follows unless such securities have been registered under the Securities Act of 1933, as amended (the "**Securities Act**"):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE LAW. NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE LAW WHICH, IN THE OPINION OF COUNSEL TO THE COMPANY, IS AVAILABLE."

3. Transfer.

3.1 General Restrictions. The registered Holder of this Purchase Warrant agrees by his, her or its acceptance hereof, that such Holder will not: (a) sell, transfer, assign, pledge or hypothecate this Purchase Warrant or the securities issuable hereunder for a period of one hundred eighty (180) days following the Effective Date (the "**Lock-Up Period**") to anyone other than: (i) Kingswood Capital Markets, division of Benchmark Investments, Inc. ("**Kingswood**") or an underwriter or a selected dealer participating in the Offering, or (ii) a bona fide officer of Kingswood or of any such underwriter or selected dealer, each of whom in (i) and (ii) shall have agreed to the restrictions contained herein, in accordance with FINRA Rule 5110(e)(1); or (b) cause this Purchase Warrant or the securities issuable hereunder to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of this Purchase Warrant or the securities hereunder during the Lock-Up Period, except as provided for in FINRA Rule 5110(e)(2). After the Lock-Up Period, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. In order to make any permitted assignment, the Holder must deliver to the Company the assignment form attached hereto duly executed and completed, together with this Purchase Warrant and payment of all transfer taxes, if any, payable in connection therewith. The Company shall within five (5) business days transfer this Purchase Warrant on the books of the Company and shall execute and deliver a new Purchase Warrant or Purchase Warrants of like tenor to the appropriate assignee(s) expressly evidencing the right to purchase the aggregate number of Shares purchasable hereunder or such portion of such number as shall be contemplated by any such assignment.

3.2 Restrictions Imposed by the Securities Act. The securities evidenced by this Purchase Warrant shall not be transferred unless and until: (i) the Company has received the opinion of counsel for the Holder that the securities may be transferred pursuant to an exemption from registration under the Securities Act and applicable state securities laws, the availability of which is established to the reasonable satisfaction of the Company (the Company hereby agreeing that the opinion of Carmel, Milazzo & Feil LLP shall be deemed satisfactory evidence of the availability of an exemption).

3.3 Ownership of Warrants. The Company may treat the registered holder of this Purchase Warrant in the books of the Company as the owner and holder thereof for all purposes, notwithstanding any notice to the contrary, except that, if and when this Purchase Warrant is properly assigned in blank, the Company may (but shall not be obligated to) treat the bearer thereof as the owner of this Purchase Warrant for all purposes, notwithstanding any notice to the contrary.

4. Registration Rights.

4.1 Demand Registration.

4.1.1. Grant of Right. Subject to the further requirements of this *Section 4.1.1*, the Company, upon written demand (a "**Demand Notice**") of the Holders of at least 51% of the Purchase Warrants and/or the underlying Shares, agrees to register, on one occasion, all or any portion of the Shares underlying the Purchase Warrants (excluding any Shares which have been transferred and the subsequent disposition thereof no longer requires registration or qualification under the Securities Act or any similar state law then in force) (collectively, the "**Registrable Securities**"). For the purpose of this *Section 4*, the term "Registrable Securities" shall not include Shares that have been transferred and the subsequent disposition thereof no longer requires registration or qualification under the Securities Act or any similar state law then in force. On such occasion, the Company will file a registration statement with the Commission covering the Registrable Securities within sixty (60) days after receipt of a Demand Notice and use its reasonable best efforts to have the registration statement declared effective promptly thereafter, subject to compliance with review by the Commission; provided, however, that the Company shall not be required to comply with a Demand Notice if (a) the Registration Statement is still in effect or (b) the Company has filed a registration statement with respect to which the Holder is entitled to "piggyback" registration rights pursuant to *Section 4.2* hereof and either: (i) the Holder has elected to participate in the offering covered by such registration statement or (ii) if such registration statement relates to an underwritten primary offering of securities of the Company, until the offering covered by such registration statement has been withdrawn or until thirty (30) days after such offering is consummated. No more than one (1) Demand Notice may be delivered during the period beginning on the Initial Exercise Date and ending on the third anniversary thereof. The Company covenants and agrees to give written notice of its receipt of any Demand Notice by any Holders to all other registered Holders of the Purchase Warrants and/or the Registrable Securities within ten (10) days after the date of the receipt of any such Demand Notice.

4.1.2. Terms. The Company shall bear all fees and expenses attendant to the registration of the Registrable Securities pursuant to *Section 4.1.1*, but the Holders shall pay any and all underwriting commissions and the expenses of any legal counsel selected by the Holders to represent them in connection with the sale of the Registrable Securities. The Company agrees to use commercially reasonable efforts to cause the filing required herein to become effective promptly and to qualify or register the Registrable Securities in such states as are reasonably requested by the Holders; provided, however, that in no event shall the Company be required to register the Registrable Securities in a State in which such registration would cause: (i) the Company to be obligated to register or license to do business in such State or submit to general service of process in such State, or (ii) the principal stockholders of the Company to be obligated to escrow their shares of capital stock of the Company. The Company shall cause any registration statement filed pursuant to a Demand Notice to remain effective for a period of at least twelve (12) consecutive months after the date that the Holders of the Registrable Securities covered by such registration statement are first given the opportunity to sell all of their respective Registrable Securities. The Holders shall only use the prospectuses provided by the Company to sell the shares covered by such registration statement, and will immediately cease to use any prospectus furnished by the Company if the Company advises the Holder that such prospectus may no longer be used due to a material misstatement or omission. Notwithstanding the provisions of this *Section 4.1.2*, the Holder shall be entitled to deliver a Demand Notice on only one (1) occasion and the right to deliver such a Demand Notice, and the obligation of the Company to register the Registrable Securities, shall terminate on the third anniversary of the Initial Exercise Date.

4.2 "Piggyback" Registration.

4.2.1. Grant of Right. In addition to the rights described in *Section 4.1* hereof, the Holder shall have the right, for a period of no more than seven (7) years from the Effective Date in accordance with FINRA Rule 5110(g)(8)(D), to include the Registrable Securities as part of any other registration of securities filed by the Company (other than in connection with a transaction contemplated by Rule 145(a) promulgated under the Securities Act or pursuant to Form S-8 or any equivalent form); provided, however, that if, solely in connection with any primary underwritten public offering for the account of the Company, the managing underwriter(s) thereof shall, in its reasonable discretion, impose a limitation on the number of shares of Common Stock which may be included in the registration statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such registration statement only such limited portion of the Registrable Securities with respect to which the Holder requested inclusion hereunder as the underwriter shall reasonably permit. Any exclusion of Registrable Securities shall be made pro rata among the Holders seeking to include Registrable Securities in proportion to the number of Registrable Securities sought to be included by such Holders; provided, however, that the Company shall not exclude any Registrable Securities unless the Company has first excluded all outstanding securities, the holders of which are not entitled to inclusion of such securities in such registration statement or are not entitled to pro rata inclusion with the Registrable Securities.

4.2.2. Terms. The Company shall bear all fees and expenses attendant to registering the Registrable Securities pursuant to *Section 4.2.1* hereof, but the Holders shall pay any and all underwriting commissions and fees and the expenses of any legal counsel selected by the Holders to represent them in connection with the sale of the Registrable Securities. In the event of such a proposed registration, the Company shall furnish the Holders of then outstanding Registrable Securities with not less than thirty (30) days' written notice prior to the anticipated effective date of such registration statement. The Company shall furnish such notices to the Holders for each registration statement filed by the Company until all of the Registrable Securities have been sold by the Holders. The Holders then outstanding Registrable Securities of shall exercise the "piggyback" rights provided for herein by giving written notice within ten (10) days of the receipt of the Company's notice of the anticipated effective date of the registration statement. Except as otherwise provided in this Purchase Warrant, there shall be no limit on the number of times the Holders may request registration under this *Section 4.2*; provided, however, that such registration rights shall terminate on the seventh anniversary of the Effective Date.

4.3 General Terms.

4.3.1. Indemnification. The Company shall indemnify the Holders of the Registrable Securities to be sold pursuant to any registration statement hereunder and each person, if any, who controls such Holders within the meaning of Section 15 of the Securities Act or Section 20(a) of the Securities Exchange Act of 1934, as amended ("**Exchange Act**"), against all loss, claim, damage, expense or liability (including all reasonable attorneys' fees and other expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which any of them may become subject under the Securities Act, the Exchange Act or otherwise, arising from such registration statement but only to the same extent and with the same effect as the provisions pursuant to which the Company has agreed to indemnify Kingswood pursuant to the Underwriting Agreement between Kingswood and the Company, dated as of [●], 2021. The Holders of the Registrable Securities to be sold pursuant to such registration statement, and their successors and assigns, shall severally, and not jointly, indemnify the Company, against all loss, claim, damage, expense or liability (including all reasonable attorneys' fees and other expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which they may become subject under the Securities Act, the Exchange Act or otherwise, arising from information furnished by or on behalf of such Holders, or their successors or assigns, in writing, for specific inclusion in such registration statement to the same extent and with the same effect as the indemnification provisions of the Underwriting Agreement pursuant to which Kingwood has agreed to indemnify the Company.

4.3.2. Exercise of Purchase Warrants. Nothing contained in this Purchase Warrant shall be construed as requiring the Holders to exercise their Purchase Warrants prior to or after the initial filing of any registration statement or the effectiveness thereof.

4.3.3. Documents Delivered to Holders. If the sale by the Holders is an underwritten offering, the Company shall furnish to the Holders participating in such offering and each underwriter of any such offering, a signed counterpart, addressed to such Holder or underwriter, of: (i) an opinion of counsel to the Company dated the date of the closing (under any underwriting agreement related thereto), and (ii) a "cold comfort" letter dated the date of the closing (under any underwriting agreement related thereto) signed by the independent registered public accounting firm which has issued a report on the Company's financial statements included in such registration statement, in each case covering substantially the same matters with respect to such registration statement (and the prospectus included therein) and, in the case of such accountants' letter, with respect to events subsequent to the date of such financial statements, as are customarily covered in opinions of issuer's counsel and in accountants' letters delivered to underwriters in underwritten public offerings of securities. The Company shall also deliver promptly to each Holder participating in the offering requesting the correspondence and memorandums described below and to the managing underwriter, if any, copies of all correspondence between the Commission and the Company, its counsel or auditors and all memorandums relating to discussions with the Commission or its staff with respect to the registration statement and permit each Holder and underwriter to do such investigation, upon reasonable advance notice, with respect to information contained in or omitted from the registration statement as it deems reasonably necessary to comply with applicable securities laws or rules of FINRA. Such investigation shall include access to books, records and properties and opportunities to discuss the business of the Company with its officers and independent auditors, all to such reasonable extent and at such reasonable times as any such Holder shall reasonably request.

4.3.4. Underwriting Agreement. The Company shall enter into an underwriting agreement with the managing underwriter(s), if any, selected by any Holders whose Registrable Securities are being registered pursuant to this *Section 4*, which managing underwriter shall be reasonably satisfactory to the Company. Such agreement shall be reasonably satisfactory in form and substance to the Company, each Holder and such managing underwriters, and shall contain such representations, warranties and covenants by the Company and such other terms as are customarily contained in agreements of that type used by the managing underwriter. The Holders shall be parties to any underwriting agreement relating to an underwritten sale of their Registrable Securities and may, at their option, require that any or all the representations, warranties and covenants of the Company to or for the benefit of such underwriters shall also be made to and for the benefit of such Holders. Such Holders shall not be required to make any representations or warranties to or agreements with the Company or the underwriters except as they may relate to such Holders, their Shares and their intended methods of distribution.

4.3.5. Documents to be Delivered by Holders. Each of the Holders participating in any of the foregoing offerings shall furnish to the Company a completed and executed questionnaire provided by the Company requesting information customarily sought of selling security holders.

4.3.6. Damages. Should the registration or the effectiveness thereof required by *Sections 4.1* and *4.2* hereof be delayed by the Company or the Company otherwise fails to comply with such provisions, the Holders shall, in addition to any other legal or other relief available to the Holders, be entitled to obtain specific performance or other equitable (including injunctive) relief against the threatened breach of such provisions or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting bond or other security.

5. New Purchase Warrants to be Issued.

5.1 Partial Exercise or Transfer. Subject to the restrictions in *Section 3* hereof, this Purchase Warrant may be exercised or assigned in whole or in part. In the event of the exercise or assignment hereof in part only, upon surrender of this Purchase Warrant for cancellation, together with the duly executed exercise or assignment form and funds sufficient to pay any Exercise Price and/or transfer tax if exercised pursuant to *Section 2.1* hereto, the Company shall cause to be delivered to the Holder without charge a new Purchase Warrant of like tenor to this Purchase Warrant in the name of the Holder evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Purchase Warrant has not been exercised or assigned.

5.2 Lost Certificate. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Purchase Warrant and of reasonably satisfactory indemnification or the posting of a bond, the Company shall execute and deliver a new Purchase Warrant of like tenor and date. Any such new Purchase Warrant executed and delivered as a result of such loss, theft, mutilation or destruction shall constitute a substitute contractual obligation on the part of the Company.

6. Redemption.

6.1 Redemption. Subject to *Section 6.3*, not less than all of the outstanding Purchase Warrants may be redeemed, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Company, upon notice to the Holder(s) of the Purchase Warrants, as described in *Section 6.2*, at the price equal to 200% of the Exercise Price then in effect (the "**Redemption Price**").

6.2 Date Fixed for, and Notice of, Redemption. In the event that the Company elects to redeem all of the Purchase Warrants, the Company shall fix a date for the redemption (the "**Redemption Date**"). Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than thirty (30) days prior to the Redemption Date (such 30-day period, the "**Redemption Period**") to the Holders of the Purchase Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Holder received such notice.

6.3 Exercise After Notice of Redemption. The Purchase Warrants may be exercised, for cash (or on a "cashless basis" in accordance with *Section 2.2* of this Purchase Warrant) at any time after notice of redemption shall have been given by the Company pursuant to *Section 6.2* hereof and prior to the Redemption Date. In the event that the Company determines to require all Holders of Purchase Warrants to exercise their Purchase Warrants on a "cashless basis" pursuant to *Section 2.2*, the notice of redemption shall contain the information necessary to calculate the number of shares of Common Stock to be received upon exercise of the Purchase Warrants, including the Fair Market Value (as such term is defined in *Section 2.2* hereof) in such case. On and after the Redemption Date, the record holder of the Purchase Warrants shall have no further rights except to receive, upon surrender of the Purchase Warrants, the Redemption Price.

7. Adjustments.

7.1 Adjustments to Exercise Price and Number of Securities. The Exercise Price and the number of Shares underlying the Purchase Warrant shall be subject to adjustment from time to time as hereinafter set forth:

7.1.1. Share Dividends; Split Ups. If, after the date hereof, and subject to the provisions of *Section 7.3* below, the number of outstanding Shares is increased by a stock dividend payable in Shares or by a split up of Shares or other similar event, then, on the effective day thereof, the number of Shares purchasable hereunder shall be increased in proportion to such increase in outstanding Shares, and the Exercise Price shall be proportionately decreased.

7.1.2. Aggregation of Shares. If, after the date hereof, and subject to the provisions of *Section 7.1.3* below, the number of outstanding Shares is decreased by a consolidation, combination or reclassification of Shares or other similar event, then, on the effective date thereof, the number of Shares purchasable hereunder shall be decreased in proportion to such decrease in outstanding Shares, and the Exercise Price shall be proportionately increased.

7.1.3. Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding Shares other than a change covered by *Sections 7.1.1* or *7.1.2* hereof or that solely affects the par value of such Shares, or in the case of any share reconstruction or amalgamation or consolidation of the Company with or into another corporation (other than a consolidation or share reconstruction or amalgamation in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Shares), or in the case of any sale or conveyance to another corporation or entity of the property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the Holder of this Purchase Warrant shall have the right thereafter (until the expiration of the right of exercise of this Purchase Warrant) to receive upon the exercise hereof, for the same aggregate Exercise Price payable hereunder immediately prior to such event, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, share reconstruction or amalgamation, or consolidation, or upon a dissolution following any such sale or transfer, by a holder of the number of Shares of the Company issuable upon exercise of this Purchase Warrant immediately prior to such event; and if any reclassification also results in a change in Shares covered by *Section 7.1.1* or *7.1.2*, then such adjustment shall be made pursuant to *Sections 7.1.1*, *7.1.2* and this *Section 7.1.3*. The provisions of this *Section 7.1.3* shall similarly apply to successive reclassifications, reorganizations, share reconstructions or amalgamations, or consolidations, sales or other transfers.

7.1.4. Changes in Form of Purchase Warrant. This form of Purchase Warrant need not be changed because of any change pursuant to this *Section 7.1* and Purchase Warrants issued after such change may state the same Exercise Price and the same number of Shares as are stated in the Purchase Warrants initially issued pursuant to this Agreement. The acceptance by any Holder of the issuance of new Purchase Warrants reflecting a required or permissive change shall not be deemed to waive any rights to an adjustment occurring after the Initial Exercise Date or the computation thereof.

7.2 Substitute Purchase Warrant. In case of any consolidation of the Company with, or share reconstruction or amalgamation of the Company with or into, another corporation (other than a consolidation or share reconstruction or amalgamation which does not result in any reclassification or change of the outstanding Shares), the corporation formed by such consolidation or share reconstruction or amalgamation shall execute and deliver to the Holder a supplemental Purchase Warrant providing that the Holder of each Purchase Warrant then outstanding or to be outstanding shall have the right thereafter (until the stated expiration of such Purchase Warrant) to receive, upon exercise of such Purchase Warrant, the kind and amount of shares of stock and other securities and property receivable upon such consolidation or share reconstruction or amalgamation, by a holder of the number of Shares for which such Purchase Warrant might have been exercised immediately prior to such consolidation, share reconstruction or amalgamation, sale or transfer. Such supplemental Purchase Warrant shall provide for adjustments which shall be identical to the adjustments provided for in this *Section 7*. The above provision of this *Section 7* shall similarly apply to successive consolidations or share reconstructions or amalgamations.

7.3 Elimination of Fractional Interests. The Company shall not be required to issue certificates representing fractions of Shares upon the exercise of the Purchase Warrant, nor shall it be required to issue scrip or pay cash in lieu of any fractional interests, it being the intent of the parties that all fractional interests shall be eliminated by rounding any fraction up or down, as the case may be, to the nearest whole number of Shares or other securities, properties or rights.

8. Reservation and Listing. The Company shall at all times reserve and keep available out of its authorized Shares, solely for the purpose of issuance upon exercise of the Purchase Warrants, such number of Shares or other securities, properties or rights as shall be issuable upon the exercise thereof. The Company covenants and agrees that, upon exercise of the Purchase Warrants and payment of the Exercise Price therefor, in accordance with the terms hereby, all Shares and other securities issuable upon such exercise shall be duly and validly issued, fully paid and non-assessable and not subject to preemptive rights of any stockholder. As long as the Purchase Warrants shall be outstanding, the Company shall use its commercially reasonable efforts to cause all Shares issuable upon exercise of the Purchase Warrants to be listed (subject to official notice of issuance) on all national securities exchanges (or, if applicable, on the OTC Bulletin Board or any successor trading market) on which the Shares issued to the public in the Offering may then be listed and/or quoted.

9. Certain Notice Requirements.

9.1 No Rights as Stockholder. No Holder shall be entitled to vote or receive dividends or distributions or be deemed the holder of any equity securities which may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or distributions, or to share in the assets of the Company in the event of a liquidation, dissolution or the winding up of the Company, until the Purchase Warrant shall have been exercised and the Shares shall have become deliverable, as provided herein.

9.2 Certain Notices. If at any time prior to the expiration of the Purchase Warrants and their exercise, any of the events described in*Section 9.3* shall occur, then, in one or more of said events, the Company shall give written notice of such event at least fifteen (15) days prior to the date fixed as a record date or the date of closing the transfer books for the determination of the stockholders entitled to such dividend, distribution, conversion or exchange of securities or subscription rights, or entitled to vote on such proposed dissolution, liquidation, winding up or sale. Such notice shall specify such record date or the date of the closing of the transfer books, as the case may be. Notwithstanding the foregoing, the Company shall deliver to each Holder a copy of each notice given to the other stockholders of the Company at the same time and in the same manner that such notice is given to the stockholders.

9.3 Events Requiring Notice. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company (and all of its subsidiaries, taken as a whole) is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the warrant register of the Company, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Purchase Warrant constitutes, or contains, material, nonpublic information regarding the Company or any of the subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Purchase Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

9.4 Notice of Change in Exercise Price. The Company shall, promptly after an event requiring a change in the Exercise Price pursuant to *Section 7* hereof, send notice to the Holders of such event and change ("**Price Notice**"). The Price Notice shall describe the event causing the change and the method of calculating same and shall be certified as being true and accurate by the Company's Chief Financial Officer.

9.5 Transmittal of Notices. All notices, requests, consents and other communications under this Purchase Warrant shall be in writing and shall be deemed to have been duly made when hand delivered or mailed by express mail or private courier service: (i) if to the registered Holder of this Purchase Warrant, to the address of such Holder as shown on the books of the Company, or (ii) if to the Company, to following address or to such other address as the Company may designate by notice to the Holders:

If to the Holder:

Kingswood Capital Markets
17 Battery Place, Suite 625
New York, New York 10004
Attn: Joseph T. Rallo

with a copy (which shall not constitute notice) to:

Carmel Milazzo & Feil LLP
55 West 39th Street, 18th Floor
New York, NY 10018
Attn: Ross D. Carmel, Esq.
Tel: 212-658-0458
Fax: 646-838-1314

If to the Company:

Grove, Inc.
1710 Whitney Mesa Drive
Henderson, NV 89014
Attn: Andrew J. Norstrud, CFO
Tel: (701) 353-5425
Fax: _____

with a copy (which shall not constitute notice) to:

Greenberg Traurig, LLP
1201 K Street, Suite 110
Sacramento, CA 95814
Attn: Mark Lee, Esq.
Tel: (916) 868-0630
Fax: (916) 448-1709

10. Miscellaneous.

10.1 Amendments. The Company and Kingswood may from time to time supplement or amend this Purchase Warrant without the approval of any of the Holders in order to cure any ambiguity, to correct or supplement any provision contained herein that may be defective or inconsistent with any other provisions herein, or to make any other provisions in regard to matters or questions arising hereunder that the Company and Kingswood may deem necessary or desirable and that the Company and Kingswood deem shall not adversely affect the interest of the Holders. All other modifications or amendments shall require the written consent of and be signed by the party against whom enforcement of the modification or amendment is sought.

10.2 Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Purchase Warrant.

10.3 Entire Agreement. This Purchase Warrant (together with the other agreements and documents being delivered pursuant to or in connection with this Purchase Warrant) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

10.4 Binding Effect. This Purchase Warrant shall inure solely to the benefit of and shall be binding upon, the Holder and the Company and their permitted assignees, respective successors, legal representative and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Purchase Warrant or any provisions herein contained.

10.5 Governing Law; Submission to Jurisdiction; Trial by Jury. This Purchase Warrant shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles thereof. The Company hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Purchase Warrant shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any process or summons to be served upon the Company may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in *Section 9* hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the Company in any action, proceeding or claim. The Company and the Holder agree that the prevailing party(ies) in any such action shall be entitled to recover from the other party(ies) all of its reasonable attorneys' fees and expenses relating to such action or proceeding and/or incurred in connection with the preparation therefor. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and the Holder hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

10.6 Waiver, etc. The failure of the Company or the Holder to at any time enforce any of the provisions of this Purchase Warrant shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Purchase Warrant or any provision hereof or the right of the Company or any Holder to thereafter enforce each and every provision of this Purchase Warrant. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Purchase Warrant shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

10.7 Execution in Counterparts. This Purchase Warrant may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Such counterparts may be delivered by facsimile transmission or other electronic transmission.

10.8 Exchange Agreement. As a condition of the Holder's receipt and acceptance of this Purchase Warrant, Holder agrees that, at any time prior to the complete exercise of this Purchase Warrant by Holder, if the Company and Kingswood enter into an agreement ("**Exchange Agreement**") pursuant to which they agree that all outstanding Purchase Warrants will be exchanged for securities or cash or a combination of both, then Holder shall agree to such exchange and become a party to the Exchange Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Purchase Warrant to be signed by its duly authorized officer as of the ____ day of _____, 2021.

GROVE, INC.

By: _____
Name: Allan Marshall
Title: Chief Executive Officer

[*Form to be used to exercise Purchase Warrant*]

EXERCISE FORM

Date: _____, 20___

1. The undersigned hereby elects irrevocably to exercise the Purchase Warrant for _____ shares of common stock, par value $0.001 per share (the "**Shares**"), of Grove, Inc., a Nevada corporation (the "**Company**"), and hereby makes payment of $_____ (at the rate of $_____ per Share) in payment of the Exercise Price pursuant thereto. Please issue the Shares as to which this Purchase Warrant is exercised in accordance with the instructions given below and, if applicable, a new Purchase Warrant representing the number of Shares for which this Purchase Warrant has not been exercised.

OR

The undersigned is entitled to pursuant to *Section 2.2* of the Purchase Warrant, and hereby elects irrevocably, to convert its right to purchase _____ Shares of the Company under the Purchase Warrant for _____ Shares, as determined in accordance with the following formula:

Where,

X = The number of Shares to be issued to Holder;

Y = The number of Shares that would be issuable to Holder upon exercise of the Purchase Warrant in accordance with the terms thereof if such exercise were by means of a cash exercise rather than a cashless exercise;

A = The Fair Market Value (as defined in the Purchase Warrant) of one Share; and

B = The Exercise Price, as adjusted pursuant to Section 7 of the Warrant.

The undersigned agrees and acknowledges that the calculation and its ability set forth above is subject to confirmation by the Company and any disagreement with respect to the calculation shall be resolved by the Company in its sole discretion.

2. Please issue the Shares as to which this Purchase Warrant is exercised in accordance with the instructions given below and, if applicable, a new Purchase Warrant representing the number of Shares for which this Purchase Warrant has not been converted.

3. Unless the Warrant Shares will be delivered electronically via DWAC, please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

and deliver the physical certificate representing said Warrant Shares to the following address:

_____

_____

_____

If the Warrant Shares will be delivered electronically via DWAC, please issue them to the following account:

- Name of DTC Participant: _____
- DTC Participant Number: _____
- Name of Account at DTC Participant to be credited with the Warrant Shares: _____
- Account Number at DTC Participant to be credited with the Warrant Shares: _____

4. Signatures. The signatures to this form must correspond with the name as written upon the face of the Purchase Warrant without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

Holder (if an individual):

By: _____

Name: _____

Date: _____

Additional Holder (if held jointly):

By: _____

Name: _____

Date _____

Holder (if an entity):

_____

(Legal Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

State/County of Domicile or Formation: _____
SSN/EIN/TIN: _____

[*Form to be used to assign Purchase Warrant*]

ASSIGNMENT

(To be executed by the registered Holder to effect a transfer of the within Purchase Warrant):

FOR VALUE RECEIVED, _____ does hereby sell, assign and transfer unto _____the right to purchase shares of Common Stock, par value $0.001 per share, of Grove, Inc., a Nevada corporation (the "**Company**"), evidenced by the Purchase Warrant and does hereby authorize the Company to transfer such right on the books of the Company.

Dated: _____, 20__

Signature _____

Signature Guaranteed _____

NOTICE: The signature to this form must correspond with the name as written upon the face of the within Purchase Warrant without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

GROVE, INC.
2019 INCENTIVE STOCK PLAN
(AMENDED AND RESTATEDAS OF FEBRUARY 8, 2021)

TABLE OF CONTENTS

(Effective February 8, 2021)

ARTICLE VIII PROVISIONS APPLICABLE TO ACQUIRED STOCK

ARTICLE IX CHANGE IN CONTROL PROVISIONS

ARTICLE X MISCELLANEOUS

GROVE, INC.
2019 INCENTIVE STOCK PLAN

ARTICLE I
ESTABLISHMENT AND PURPOSE

1.1 Establishment. The Grove, Inc. 2019 Incentive Stock Plan ("Plan") is a plan of deferred compensation. The Plan was established by Grove, Inc. (the "Company") as of February 8, 2021 (the "Effective Date") as adopted by the Board of Directors of the Company.

1.2 Purpose. The purpose of the Plan is to (a) provide additional incentives to select persons who can make, are making, and continue to make substantial contributions to the growth and success of the Company, (b) attract and retain the employment and services of such persons, and (c) encourage and reward such contributions by providing these individuals with an opportunity to acquire or increase stock ownership in the Company through either (1) the grant and exercise of Options, and/or (2) the grant of Restricted Stock. It is the judgment of the Board of the Company that providing such additional incentives to select persons would advance the overall interests of the Company's business and enhance the value of the Company for all of its shareholders.

1.3 Type of Plan. The Plan permits the grant of Options and Restricted Stock. The Plan is intended to be an "unfunded" plan of deferred compensation. It shall not constitute an "employee benefit plan" subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

(a) Option. An Option granted under the Plan shall be either (1) an "Incentive Stock Option" within the meaning of Section 422(b) of the Code, or (2) a "Nonqualified Stock Option," meaning an Option to purchase Common Stock in the Company which does not qualify as Incentive Stock Option within the meaning of Section 422(b) of the Code. The Option Price shall never be less than the Fair Market Value of the underlying shares of stock on the Grant Date. Moreover, in the case of Incentive Stock Option granted to a Participant who, at the time of grant owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate, the per share Option Price shall be no less than one hundred ten percent (110%) of the Fair Market Value per share on the Grant Date. The number of shares of stock subject to the Option shall be fixed on the original Grant Date. The exercise of the Option is subject to taxation under Section 83 of the Code and Treasury regulation §1.83-7. The Option does not include any feature for the deferral of compensation other than the deferral of recognition of income until the exercise of the Option under Treasury regulation §1.83-7. Hence, a Nonqualified Stock Option shall be exempt from the requirements of Section 409A of the Code. Further, an Incentive Stock Option shall be exempt from the requirements of Section 409A of the Code pursuant to the regulatory exception set forth in Treasury regulation §1.409A-1(b)(5)(ii).

(b) Restricted Stock. The Plan permits Common Stock of the Company to be awarded and issued to certain persons, subject to vesting conditions and restrictions on transfer (known as "Restricted Stock"). The Restricted Stock awarded hereunder is taxed pursuant to the rules of Section 83(a) of the Code (or, if affirmatively elected, Section 83(b) of the Code), so that the Plan and Restricted Stock awarded hereunder is intended to be exempt from Section 409A of the Code.

1.4 Shareholder Approval. The grant of Incentive Stock Options under the Plan shall be subject to approval of the Plan by the shareholders of the Company within twelve (12) months before or after the date the Plan is adopted by the Board of Directors of the Company (excluding Incentive Stock Options issued in substitution for outstanding Incentive Stock Options pursuant to Section 424(a) of the Code). Such shareholder approval shall be obtained in the degree and manner required under applicable provisions of corporate charter, bylaws, and state law regarding approval required for the issuance of corporate stock; provided that if there is no such applicable authority, such shareholder approval shall be obtained in the degree and manner required under the provisions of the Code applicable to Incentive Stock Options. Incentive Stock Options may be granted hereunder prior to such approval by the shareholders, but until such approval is obtained, no such Incentive Stock Option shall be exercisable. In the event that shareholder approval is not obtained within such twelve (12) month period, all Incentive Stock Options previously granted under the Plan shall be exercisable as Nonqualified Stock Options. In addition, approval of the Plan by the shareholders of the Company is required under the NYSE MKT Listed Company Manual before any Awards may be issued under the Plan.

1.5 Term of Plan. The Plan shall continue in effect from the Effective Date set forth in Section 1.1 hereof until the earlier of the Plan's termination by the Board of Directors of the Company, as provided in Section 10.1 hereof, or the date on which all shares of Common Stock available for issuance under the Plan have been issued and all restrictions on such shares under the terms of the Plan have lapsed. In no event, however, shall any Incentive Stock Option be granted under the Plan after the tenth (10th) anniversary of the earlier of the date this Plan is adopted by the Company or the date this Plan is approved by the shareholders of the Company pursuant to Section 1.4 hereof.

ARTICLE II
DEFINITIONS

For purposes of the Plan, the following terms shall be defined as set forth below:

2.1 "Affiliate" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated association or other entity (other than the Company) that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company including, without limitation, any member of an affiliated group of which the Company is a common parent corporation as provided in Section 1504 of the Code.

2.2 "Agreement" shall mean, individually or collectively, any agreement entered into pursuant to (a) Section 6.2 hereof, pursuant to which an Option is granted to a Participant, or (b) Section 7.2 hereof, pursuant to which Restricted Stock is granted to a Participant, including any amendments thereto made pursuant to Section 10.1 hereof.

2.3 "Award" shall mean any Option or Restricted Stock granted under this Plan.

2.4 "Beneficiary" shall mean the person (including any trust, estate, or other entity) that a Participant designates in his most recent written beneficiary designation filed with the Company to receive the benefits specified under the Plan upon such Participant's death or to which Awards or other rights are transferred if and to the extent permitted hereunder. If, upon a Participant's death, there is no designated Beneficiary or if such designated Beneficiary has predeceased the Participant, then the term Beneficiary shall mean the person (including any trust, estate, or other entity) entitled by will or the laws of descent and distribution to receive such benefits.

2.5 "Board" shall mean the Board of Directors of the Company.

2.6 "Cause" shall mean (a) any material act (that remains uncured for thirty (30) days following written notice from the Company or an Affiliate) that permits the Company or any Affiliate to terminate a written agreement or arrangement between the Participant and the Company or an Affiliate, as the case may be, for "cause" as defined in such agreement or arrangement, or (b) in the event there is no such agreement or arrangement, or the agreement or arrangement does not define the term "cause" or a substantially equivalent term, then "Cause" shall mean (i) any material breach of this Agreement by the Participant that remains uncured for thirty (30) days following written notice from the Company or an Affiliate, as the case may be, to the Participant of such breach, (ii) any act of dishonesty or fraud, embezzlement, theft or other material dishonesty with respect to the Company or an Affiliate, (iii) the commission by the Participant of a felony, a crime involving moral turpitude, or other willful act or omission that in the reasonable good faith judgment of the Committee causes material harm to the standing and reputation of the Company or an Affiliate, or (iv) the Participant's continued gross failure to perform his duties to the Company or an Affiliate.

2.7 "Change in Control" shall have the meaning set forth in Section 9.2.

2.8 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.9 "Commission" shall mean the Securities and Exchange Commission or any successor thereto.

2.10 "Committee" shall mean any two (2) or more persons who the Board appoints or designates to administer the Plan, as described in Section 3.1 below.

2.11 "Common Stock" shall mean the shares of the Company's regular voting common stock, $0.001 par value, whether presently or hereafter issued, and any other stock or security resulting from adjustment thereof as described herein or the common stock of any successor to the Company, which is designated for the purposes of the Plan.

2.12 "Company" shall mean Grove, Inc., a Nevada corporation, and includes any successor or assignee corporation or corporations into which the Company may be merged, changed, or consolidated.

2.13 "Director" shall mean a member of the Board.

2.14 "Disability" shall mean that a Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. For the purposes of this Plan, a Participant shall not be considered to have incurred a Disability if the mental or physical condition of the Participant is the result of a willfully self-inflicted injury or self-induced sickness, or is the result of an injury or disease contracted, suffered, or incurred by the Participant while participating in a criminal enterprise. The determination of Disability shall be made by the Committee, based upon medical evidence from a physician selected by the Committee. The determination of Disability for purposes of this Plan shall not be construed as a determination for any other purpose.

2.15 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

2.16 "Fair Market Value" shall mean, as of any date, the value of one (1) share of Common Stock, determined pursuant to the applicable method described below:

(a) if the Common Stock is listed on a national securities exchange, the closing price of the Common Stock on the relevant date (or, if such date is not a business day or a day on which quotations are reported, then on the immediately preceding date on which quotations were reported), as reported by the principal national exchange on which such shares are traded (in the case of an exchange);

(b) if the Common Stock is not listed on a national securities exchange, but is actively traded in the over-the-counter market, the average of the closing bid and asked prices for the Common Stock on the relevant date (or, if such date is not a business day or a day on which quotations are reported, then on the immediately preceding date on which quotations were reported), or the most recent preceding date for which such quotations are reported; and

(c) if, on the relevant date, the Common Stock is not publicly traded or reported as described in (a) or (b) above, the value determined, in good faith, by the Committee (or Board) through the reasonable application of a reasonable valuation method after giving effect to discounts for lack of marketability and minority discount, but excluding any reduction in value with respect to any transaction bonuses. For purposes of Section 409A of the Code and the exemption therefrom, the valuation of a class of stock shall be determined by an independent appraisal that meets the requirements of Section 401(a)(28)(C) of the Code and the Treasury regulations thereunder, it being understood that a valuation obtained no more than twelve (12) months before the relevant transaction to which the valuation is applied (e.g. the Grant Date) shall be presumed to be a method resulting in a "reasonable valuation."

2.17 "Grant Date" shall mean the date on which the Committee makes a grant of an Award to a person eligible to participate in the Plan, or any other date determined by the Committee.

2.18 "Incentive Stock Option" shall mean an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the Treasury regulations promulgated thereunder.

2.19 "Nonqualified Stock Option" shall mean an Option not intended to qualify as an Incentive Stock Option.

2.20 "Option" shall mean a right, granted to a Participant under Section 6.1 hereof, to purchase Common Stock, at a specified price, during a specified time period.

2.21 "Option Period" shall mean the period during which an Option shall be exercisable in accordance with the related Agreement and Article VI.

2.22 "Option Price" shall mean the price at which the Common Stock may be purchased under an Option as provided in Section 6.3(b).

2.23 "Option Shares" shall mean the shares of Common Stock that the Participant receives upon exercising vested Options.

2.24 "Participant" shall mean a person who satisfies the eligibility conditions of Article V and with whom an Agreement has been entered into and remains effective under the Plan, and in the event a Representative is appointed for a Participant or another person becomes a Representative, then the term Participant shall mean such Representative. The term shall also include a trust for the benefit of the Participant, the Participant's parents, spouse, or descendants, or a custodian under any uniform gifts to minors act or similar statute for the benefit of the Participant's descendants, to the extent permitted by the Committee and not inconsistent with Rule 16b-3. Notwithstanding the foregoing, the term "Termination of Employment" shall mean the Termination of Employment of the person to whom the Award was originally granted.

2.25 "Plan" shall mean the Grove, Inc. 2019 Incentive Stock Plan, as herein set forth and as may be amended from time to time.

2.26 "Representative" shall mean (a) the person or entity acting as the executor or administrator of a Participant's estate pursuant to the last will and testament of a Participant or pursuant to the laws of the jurisdiction in which the Participant had the Participant's primary residence at the date of the Participant's death, (b) the person or entity acting as the guardian or temporary guardian of a Participant subject to court supervision, (c) the person or entity which is the Beneficiary of the Participant upon or following the Participant's death, or (d) any person to whom an Award has been permissibly transferred; provided that only one of the foregoing shall be the Representative, at any point in time, as determined under applicable law and recognized by the Committee. Any Representative shall be subject to all terms and conditions applicable to the Participant.

2.27 "Restricted Stock" shall mean shares of Common Stock subject to the satisfaction of vesting conditions, transfer restrictions, repurchase rights or other limitations imposed by the Plan and the Participant's Agreement (which may differ from other Participant's Agreements).

2.28 "Retirement" shall mean the Participant's Termination of Employment upon or after attaining age sixty-five (65).

2.29 "Rule 16b-3" shall mean Rule 16b-3, as from time to time in effect and applicable to the Plan and Participants, promulgated by the Commission under Section 16 of the Exchange Act.

2.30 "Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

2.31 "Termination of Employment" shall mean the occurrence of any act or event that actually or effectively causes or results in a person ceasing, for whatever reason, to be an employee, officer, Director, consultant or other service provider of the Company including, without limitation, Retirement, death, Disability, resignation by Participant with or without "Good Reason" (as defined by Participant's employment agreement, if any), resignation by Participant upon a change in control (as defined by Participant's employment agreement, if any), or termination by the Company with or without Cause. A transfer of employment from the Company to an entity that is an Affiliate, as defined in Section 2.1, or from such an entity to the Company shall not be a Termination of Employment, unless expressly determined by the Committee. With respect to any person who is not an employee of the Company, the Committee may determine and include in such person's Agreement more detailed or particular provisions concerning what act or event shall constitute a Termination of Employment with respect to such person.

2.32 "Transfer" shall mean any sale, gift, assignment, distribution, conveyance, pledge, hypothecation, encumbrance or other transfer of title, whether by operation of law or otherwise.

In addition, certain other terms used herein shall have the definitions given to such terms in the first place in which the terms are used.

ARTICLE III
ADMINISTRATION

3.1 Structure. The Plan shall be administered by a committee (the "Committee") comprised of two (2) or more Directors, as appointed by the Board. In the event the Board fails to name a Committee, at any time, the Board shall reserve and exercise the functions of the Committee under the Plan.

A majority of the members of an appointed Committee shall constitute a quorum, and the acts of a majority of the members present at any meeting at which a quorum is present, or acts approved in writing by all of the members, shall be the acts of the Committee. Notwithstanding any provision contained in Sections 3.1 or 3.2 to the contrary, the acts of two-thirds (2/3) of the members of the Committee shall be required to exercise the authority granted under Subsections 3.2(d)(ii), (iii), or (iv) to the extent such action accelerates or waives any restriction or limitation associated with any Award or any shares of Common Stock relating hereto. A member of the Committee shall not exercise any discretion respecting himself under the Plan.

The Board shall have the authority to remove, replace, or fill any vacancy of any member of the Committee upon notice to the Committee and the affected member. Any member of the Committee may resign upon notice to the Board. The Committee may allocate among one (1) or more of its members or may delegate to one (1) or more of its agents, such duties and responsibilities as it determines.

Notwithstanding anything herein to the contrary, with respect to grants of Awards to individuals who are "Officers" and "Directors" (as such terms are defined for purposes of Section 16 of the Exchange Act) of the Company, at such time or in such circumstances as such individuals are subject to Section 16 of the Exchange Act, such grants shall be made and administered by a "Rule 16b-3 Committee" appointed by the Board. Such Rule 16b-3 Committee shall consist solely of two (2) or more "Non-Employee Directors" (as defined for purposes of Rule 16b-3) and shall otherwise be constituted and act in such manner as to permit such grants to Officers and Directors and related transactions under the Plan to be exempt from Section 16(b) of the Exchange Act in accordance with Rule 16b-3.

Further, notwithstanding anything herein to the contrary, with respect to grants of Awards to individuals who are "Covered Employees" (as defined for purposes of Section 162(m) of the Code), at such time or in such circumstances as Section 162(m) of the Code may be applicable to the Company as a "Publicly Held Company" (as defined for purposes of Section 162(m) of the Code), such grants shall be made and administered by a "Section 162(m) Committee" appointed by the Board. Such Section 162(m) Committee shall consist solely of two (2) or more "Outside Directors" and shall otherwise be constituted and act in such manner as to permit such grants to Covered Employees to qualify as "Performance-Based Compensation" excludable from "Applicable Employee Remuneration" (as such terms are defined for purposes of Section 162(m) of the Code) in order that the Company not be subject to the limitation on deductions allowed for Applicable Employee Remuneration set forth in Section 162(m) of the Code.

Any Rule 16b-3 Committee or Section 162(m) Committee appointed by the Board shall function and have authority, and be subject to the constitutional and procedural provisions, as herein provided with respect to any Committee appointed by the Board, applicable to the making and administration of the grants of Awards with respect to which the Committee is appointed. A Rule 16-b Committee or Section 162(m) Committee may be a subcommittee of a Committee otherwise appointed by the Board.

3.2 Authority. Subject to the terms of the Plan, the Committee (subject to the specific terms and conditions of such appointment as established by the Board) shall have the authority:

(a) to select those persons to whom Awards may be granted from time to time;

(b) to determine whether and to what extent Awards are to be granted hereunder;

(c) to determine the number of shares of Common Stock to be covered by each Award granted hereunder;

(d) to determine the terms and conditions of any Award granted hereunder including, but not limited to:

(i) the Option Price, the Option Period, any exercise restriction or limitation and any exercise acceleration, forfeiture, or waiver regarding any Option;

(ii) any restriction or limitation and any acceleration, forfeiture, or waiver regarding any Award;

(iii) any shares of Common Stock relating to an Award; and

(iv) any performance criteria and the satisfaction of such criteria relating to an Award.

(e) to determine the Fair Market Value of one (1) share of Common Stock as of any date;

(f) to adjust the terms and conditions, at any time or from time to time, of any Award, subject to the limitations of Section 10.1;

(g) to provide for the form of Agreements to be utilized in connection with the Plan;

(h) to prescribe the manner in which and the form on which Participants may designate a Beneficiary;

(i) to determine the identity of a Participant's Beneficiary or Representative for purposes of the Plan;

(j) to determine whether a Participant has a Disability, Retirement, or Termination of Employment;

(k) to determine what securities law requirements are applicable to the Plan, Options, and Restricted Stock and the issuance of shares of Common Stock under the Plan and to require of a Participant that appropriate action be taken with respect to such requirements;

(l) to cancel, with the consent of the Participant or as otherwise provided in the Plan or an Agreement, outstanding Awards;

(m) to interpret and make final determinations with respect to the remaining number of shares of Common Stock available under the Plan;

(n) to determine the restrictions or limitations on the transfer of Common Stock;

(o) to determine whether the Company or any other person has a right or obligation to purchase Common Stock from a Participant and, if so, the terms and conditions on which such Common Stock is to be purchased;

(p) to determine whether an Award is to be adjusted, modified, or purchased;

(q) to determine whether an Option is to become fully exercisable under the Plan or the terms of an Agreement;

(r) to determine the permissible methods of Option exercise and payment;

(s) to adopt, amend, and rescind such rules, guidelines, procedures and practices as, in its opinion, may be advisable in the administration of the Plan (and which may differ with respect to Awards granted at different times or to different Participants);

(t) to suspend or delay any time period described in the Plan or any Agreement if the Committee determines the applicable action may constitute a violation of any law, or result in liability under any law to the Company or a shareholder of the Company, until such time as the action required or permitted shall not constitute such violation of law or result in such liability;

(u) to appoint and compensate agents, counsel, auditors or other specialists to aid it in the discharge of its duties; and

(v) to otherwise interpret and apply the terms and provisions of the Plan and any Award issued under the Plan (and any Agreement), and to otherwise supervise the administration of the Plan.

Any determination made by the Committee pursuant to the provisions of the Plan shall be made in its sole discretion, and in the case of any determination relating to an Award, may be made at the time of the grant of the Award or, unless in contravention of any express term of the Plan or an Agreement, at any time thereafter. All determinations and decisions made, and actions undertaken, by the Committee pursuant to the provisions of the Plan shall be final and binding for all purposes and on all persons, including the Company and Participants.

3.3 Liability and Indemnification. No member of the Committee (or Board, if no Committee has been appointed) shall be liable for any action or determination made or taken by the member, Committee, or Board, in good faith, with respect to the Plan. Each member of the Committee (or Board) shall be fully justified in relying or acting, in good faith, upon any report made by the independent public accountants of the Company, and upon any other information furnished in connection with the Plan. In no event shall any person who is or shall have been a member of the Committee (or Board) be liable for any determination made or other action taken or any omission to act in reliance upon any such report or information, or for any action taken, including the furnishing of information, or failure to act, if in good faith.

Each person who is or at any time serves as a member of the Committee (or Board) shall be indemnified and held harmless by the Company against and from (a) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such person in connection with or resulting from any claim, action, suit or proceeding to which such person may be a party or in which such person may be involved by reason of any action or failure to act under the Plan, and (b) any and all amounts paid by such person in satisfaction of judgment in any such action, suit, or proceeding relating to the Plan. Each person covered by this indemnification shall give the Company an opportunity, at its expense, to handle and defend such claim, action, suit or proceeding before such person undertakes to handle and defend the same on such person's own behalf. The foregoing right of indemnification shall not be exclusive of any other rights or indemnification to which such persons may be entitled under the articles or certificate of incorporation or by-laws of the Company, as a matter of law or otherwise, or any power that the Company may have to indemnify such persons or hold such persons harmless.

ARTICLE IV
STOCK SUBJECT TO PLAN

4.1 Number of Shares Available. Subject to adjustment under Section 4.5, the total number of shares of Common Stock reserved and available for distribution pursuant to the grant of Awards under the Plan shall be 5,555,555 shares of Common Stock. Such shares may consist, in whole or in part, of authorized and unissued shares or treasury shares.

Subject to adjustment under Section 4.5, the maximum number of shares of Common Stock reserved and available for distribution pursuant to the grant of Options under the Plan shall be 5,555,555 shares of Common Stock. Subject to adjustment under Section 4.5, the maximum number of shares of Common Stock reserved and available for distribution pursuant to the grant of Restricted Stock under the Plan shall be 5,555,555 shares of Common Stock.

4.2 Release of Shares. Subject to Sections 6.3 and 7.3, if any shares of Common Stock that are subject to any Award cease to be subject to an Award or are forfeited or repurchased, if any Option otherwise terminates without issuance of shares of Common Stock being made to the Participant, or if any shares (whether or not restricted) of Common Stock are received by the Company in connection with the exercise of an Option or grant of Restricted Stock, including the satisfaction of tax withholding, such shares, in the discretion of the Committee, may again be available for distribution in connection with Awards under the Plan.

4.3 Conditions on Issuance of Shares. Shares of Common Stock issued in conjunction with an Award shall be subject to the terms and conditions specified herein and to such other terms, conditions, and restrictions as the Committee, in its discretion, may determine or provide in an Agreement.

The Company shall not be required to issue or deliver any certificates for shares of Common Stock, cash, or other property prior to (a) the listing of such shares on any stock exchange (or other public market) on which the Common Stock may then be listed (or regularly traded), (b) the completion of any registration or qualification of such shares under Federal or state law, or any ruling or regulation of any government body which the Committee determines to be necessary or advisable, and (c) the satisfaction of any applicable withholding obligation.

The Committee may require any person exercising an Option or receiving Restricted Stock to make such representations, furnish such information, and execute such other documents as it may consider appropriate in connection with the issuance or delivery of the shares of Common Stock in compliance with applicable law or otherwise including, but not limited to, requiring each person purchasing shares to represent and agree with the Company, in writing, that such person is acquiring the shares without a view to the distribution thereof.

The Company may cause any certificate for any share of Common Stock to be delivered on exercise of an Option or pursuant to a grant of Restricted Stock to be properly marked with a legend or other notation reflecting the limitations on Transfer of such Common Stock as provided in this Plan or as the Committee may otherwise require.

Fractional shares shall not be delivered but shall be rounded to the next lower whole number of shares. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

Any amounts owed to the Company or an Affiliate by the Participant of whatever nature may be offset by the Company from the value of any shares of Common Stock, cash, or other thing of value under this Plan or an Agreement to be transferred to the Participant, and no shares of Common Stock, cash, or other thing of value under this Plan or an Agreement shall be transferred unless and until all disputes between the Company, any Affiliate, and the Participant have been fully and finally resolved and the Participant has waived all claims to such against the Company and any Affiliate to the satisfaction of the Committee.

4.4 Shareholder Rights.

(a) Option. No person shall have any rights of a shareholder as to shares of Common Stock subject to an Option until after (i) proper exercise of the Option, (ii) such other action is taken by the person as may be required pursuant to the Agreement evidencing such Option, and (iii) such shares shall have been recorded on the Company's official shareholder records as having been issued or transferred. Upon exercise of an Option or any portion thereof, the Company shall have sixty (60) days in which to issue the shares and the Participant will not be treated as a shareholder for any purpose prior to such issuance. No adjustment shall be made for cash dividends or other rights for which the record date is prior to the date such shares are recorded as issued or transferred in the Company's official shareholder records, except as provided herein or in an Agreement.

(b) Restricted Stock. Each Participant receiving an Award shall be issued a stock certificate in respect of such Common Stock. Such certificate shall be registered in the name of such Participant and shall bear the legend referenced in Section 4.3. No person shall have any rights of a shareholder as to shares of Common Stock subject to an Award until such shares shall have been recorded on the Company's official shareholder records as having been issued or transferred. Upon grant of an Award, the Company shall have thirty (30) days in which to issue the shares, and the Participant will not be treated as a shareholder for any purpose prior to such issuance. The Participant shall have the right to vote when the Company has (a) issued the shares to the Participant, and (b) recorded such shares on the official shareholder records of the Company. In addition, on vesting the Participant shall not be entitled to any dividends declared and paid on Common Stock between the Grant Date and the date of vesting.

4.5 Adjustment for Corporate Changes. In the event of any Company stock dividend, stock split, combination or exchange of shares, recapitalization or other change in the capital structure of the Company or any Affiliate, corporate separation or division of the Company (including, but not limited to, a split-up, spin-off, split-off or distribution to Company shareholders other than a normal cash dividend), sale by the Company of all or a substantial portion of its assets, reorganization, rights offering, a partial or complete liquidation, or any other corporate transaction or event involving the Company or any Affiliate, then the Committee shall determine whether (and the extent to which) or not to adjust or substitute, as the case may be, the number of shares of Common Stock available for Awards under the Plan, the number of shares of Common Stock covered by outstanding Awards, the exercise price per share of outstanding Options, and performance conditions and any other characteristics or terms of the Awards as the Committee shall deem necessary or appropriate to reflect equitably the effects of such changes to the Participants; provided, however, that any fractional shares resulting from such adjustment shall be eliminated by rounding to the next lower whole number of shares (and no cash settlements shall be made with respect to fractional shares eliminated by rounding).

ARTICLE V
ELIGIBILITY AND SELECTION

5.1 Eligibility. The persons eligible to participate in the Plan and be granted Awards shall be employees, officers, Directors, consultants or other service providers of the Company or any Affiliate.

For purposes of this Section 5.1, prospective employees, officers, Directors, consultants or other service providers of the Company or any Affiliate shall be eligible to participate in the Plan and be granted Awards in connection with and in furtherance of written offers of employment, retention, or engagement, prior to the date any such person commences employment or first performs services for the Company or any Affiliate; provided that:

(a) any Award granted to such person shall be granted contingent on such person commencing employment or performance of services for the Company or any Affiliate, and shall be exercisable no earlier than the date on which such person commences employment or first performs service for the Company;

(b) any Option granted to such person who will not be a common-law employee of the Company (or any "Parent" or "Subsidiary" of the Company as defined in Section 424 of the Code) shall be a Nonqualified Stock Option; and

(c) any Option granted to such person who will be a common-law employee of the Company (or any "Participant" or "Subsidiary" of the Company as defined in Section 424 of the Code) designated as an Incentive Stock Option shall be deemed granted effective on the date such person commences such employment, with the exercise price of the Option to be determined pursuant to Section 6.3(b) as of such date of commencement of employment.

5.2 Selection of Participants. Of those persons eligible to participate in the Plan as described in Section 5.1, the Committee shall, from time to time and in its sole discretion, select the persons to be granted Awards and shall determine the terms and conditions with respect thereto. The Committee may give consideration to such factors as deemed relevant by the Committee to making such selection and determination.

5.3 Awards in Substitution. Awards (including cash in respect of fractional shares) may be granted under the Plan from time to time in substitution for (a) options, or (b) vested or unvested shares held by employees, officers, Directors, consultants or service providers of other corporations who are about to become employees, officers, Directors, consultants or service providers of the Company or an Affiliate as the result of a merger or consolidation of the employing corporation with the Company or an Affiliate, or the acquisition by the Company or an Affiliate of the assets of the employing corporation, or the acquisition by the Company or an Affiliate of the stock of the employing corporation, as the result of which it becomes an Affiliate. The terms and conditions of the Awards so granted may vary from the terms and conditions set forth in this Plan at the time of such grant as the Committee may deem appropriate to conform, in whole or in part, to the provisions of the options or (vested or unvested) shares in substitution for which they are granted.

ARTICLE VI
STOCK OPTIONS

6.1 General. The Committee shall have authority to grant Options under the Plan at any time or from time to time. An Option shall entitle the Participant to receive shares of Common Stock upon exercise of such Option, subject to the Participant's satisfaction in full of the conditions, restrictions, or limitations imposed in accordance with the Plan and an Agreement (which may differ from other Agreements) including, without limitation, payment of the Option Price.

6.2 Grant of Options. The grant of an Option shall occur as of the date the Committee determines. Each Option granted under the Plan shall be evidenced by an Agreement, in a form prescribed or approved by the Committee, that shall embody the terms and conditions of such Option and which shall be subject to the express terms and conditions set forth in the Plan. A person selected by the Committee to receive an Option shall not become a Participant and have any rights with respect to such Option unless and until such person has executed such Agreement, has delivered a fully executed copy of such Agreement to the person or office designated by the Committee, and has otherwise complied with any applicable requirements set forth by the Committee as part of the grant of the Option.

Each Option shall be designated in the Agreement as either an Incentive Stock Option or a Nonqualified Stock Option. Notwithstanding such designation, however, to the extent that the aggregate Fair Market Value of the shares of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Affiliate) exceeds $100,000, or in the event (and only to the extent) that an Option designated as an Incentive Stock Option fails to satisfy the requirements of Section 422 of the Code, such Options shall be treated as Nonqualified Stock Options. For purposes of this Section 6.2, Incentive Stock Options shall be taken into account in the order in which they were granted. The Fair Market Value of the shares of Common Stock shall be determined, for purposes of that $100,000 limitation, as of the time the Option with respect to such shares is granted.

Neither the Plan nor any Option shall confer upon a Participant any right with respect to continuing the Participant's relationship as a service provider with the Company, nor shall they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without Cause.

6.3 Terms and Conditions. Options shall be subject to such terms and conditions as shall be determined by the Committee, including the following:

(a) Option Period. The Option Period of each Option shall be fixed by the Committee. Notwithstanding anything herein to the contrary, unless otherwise determined by the Committee and provided in an Agreement, the Option Period of each Option shall be ten (10) years from the Grant Date of the Option. Moreover, in the case of Incentive Stock Options granted to a Participant who, at the time of grant owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate, the term of the Incentive Stock Option shall be five (5) years from the Grant Date or such shorter term as may be provided in the Agreement.

(b) Option Price. The Option Price per share of the Common Stock purchasable under an Option shall be determined by the Committee. The Option Price per share shall not be less than the Fair Market Value of a share of Common Stock made subject to the Option, determined as of the Grant Date; provided, however, that the Option Price shall not be less than the Fair Market Value determined as of the date that the principal terms of the Option are fixed, authorized, and approved by or on behalf of the Committee if such date is not designated as the Grant Date. Moreover, in the case of Incentive Stock Options granted to a Participant who, at the time of grant owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Affiliate, the per share Option Price shall be no less than one hundred ten percent (110%) of the Fair Market Value per share on the Grant Date.

(c) Execution of Related Documents. A Participant shall be required to enter into such non-competition, non-solicitation, and confidentiality agreements as the Committee shall specify or as such provisions may be included in the Agreement.

(d) Vesting and Exercisability. Options shall become vested and be exercisable as determined by the Committee and set forth in each Agreement. An Agreement shall state, with respect to all or designated portions of the shares of Common Stock subject thereto, the time at which, the conditions upon which, or the installments in which the Option shall become vested and be exercisable during the Option Period. The Committee may establish requirements for vesting and exercisability based on (i) periods of employment or rendering of services, (ii) the satisfaction of performance criteria with respect to the Company or the Participant (or both), (iii) both periods of employment or rendering of services and satisfaction of performance criteria, or (iv) the occurrence of certain events including, but not limited to, a Change in Control.

Notwithstanding anything herein to the contrary, unless otherwise determined by the Committee and provided in the Agreement, each Option shall become vested and exercisable under the following provisions:

The Committee may substitute an effective date identified in the particular Agreement in place of the Grant Date for use with the foregoing vesting schedule or with any other vesting schedule set forth in such Agreement.

In the case of any Option which, at the Grant Date, is granted with provisions for vesting and exercisability at a later date or in installments, whether by determination of the Committee or by operation of the preceding paragraph, the Committee may thereafter, at any time and in its sole discretion, waive or modify such vesting requirements with respect to such Option, in whole or in part, and accelerate the exercisability of all or a portion of the Option.

(e) Method of Payment. Unless otherwise determined by the Committee and provided in an Agreement, payment of the Option Price under each Option shall be made, in full or in part, by cash or check. No shares of Common Stock shall be issued on exercise of an Option until full payment therefor has been made and all other applicable conditions have been satisfied, as determined by the Committee. Alternative methods of payment the Committee may consider shall include, but are not limited to, the following: (1) tendering other shares of Common Stock which have either been owned by the Participant for more than six (6) months on the date of surrender or were acquired upon exercise of the Option for which payment is being made and which, in either case, have a Fair Market Value on the date of surrender equal to the aggregate Option Price of the shares for which the Option is being exercised, (2) consideration received by the Company under a broker-assisted cashless exercise program implemented by the Company with respect to the Plan, or (3) any combination of the foregoing methods of payment.

(f) Nontransferability of Options. Except as specifically provided herein or in an Agreement, no Option or interest therein shall be transferable by the Participant other than by will or by the laws of descent and distribution, and an Option shall be exercisable during the Participant's lifetime only by the Participant.

(g) Designation of Beneficiary. A Participant may designate a Beneficiary who may exercise the Participant's Option after the Participant's death, subject to the provisions of the Plan. Such designation shall be made in such manner and on such form as shall be prescribed by the Company.

6.4 Effect of Termination of Employment. Except as otherwise determined by the Committee and set forth in an Agreement, if a Participant incurs a Termination of Employment, for any reason, prior to the expiration of the Option Period of any Option, the Option, if not vested and exercisable on the date of Termination of Employment, or any portion of the Option that is not vested and exercisable on the date of the Termination of Employment, shall expire and be forfeited, and shall be void for all purposes, immediately on the date of Termination of Employment.

Except as otherwise determined by the Committee and set forth in an Agreement, in the case of a Participant who incurs a Termination of Employment prior to the expiration of the Option Period of any Option, the Option, if vested and exercisable on the date of Termination of Employment, or any portion of the Option that is vested and exercisable on the date of Termination of Employment, shall continue to be exercisable only for the applicable extended time period following such Termination of Employment set forth hereinafter and shall otherwise cease to be exercisable as of the close of business on the date of Termination of Employment.

(a) In the event of Termination of Employment constituting Retirement, such Option or such portion thereof may be exercised by the Participant until the end of the ninety (90) day period commencing with the date of Retirement or, if earlier, the expiration of the Option Period.

(b) In the event of Termination of Employment due to death, such Option or such portion thereof may be exercised by the Participant's Representative until the end of the twelve (12) month period commencing with the date of the Participant's death or, if earlier, the expiration of the Option Period.

(c) In the event of Termination of Employment due to Disability, such Option or such portion thereof may be exercised by the Participant or, in the event the Participant is legally incompetent, the Participant's Representative until the end of the six (6) month period commencing with the date of Disability or, if earlier, the expiration of the Option Period.

(d) In the event of Termination of Employment at the election of the Participant with "Good Reason" (as defined by such Participant's Employment Agreement), such Option or such portion thereof may be exercised by the Participant until the end of the ninety (90) day period commencing with the date of Termination of Employment or, if earlier, the expiration of the Option Period.

(e) In the event of Termination of Employment by the Company or an Affiliate, as the case may be, without Cause, such Option or such portion thereof may be exercised by the Participant until the end of the ninety (90) day period commencing with the date of Termination of Employment or, if earlier, the expiration of the Option Period.

(f) Notwithstanding anything in the preceding subparagraphs (a) through (e) to the contrary, in the event of Termination of Employment of a Participant by the Company or an Affiliate, as the case may be, for Cause, such Option or such portion thereof shall cease to be exercisable automatically upon first notification to the Participant by the Company or the Affiliate of such termination, with no extended time period for any exercise of the Option or any portion thereof. If a Participant's employment or services are suspended pending an investigation of whether the Participant's employment or services should be terminated for Cause, all of the Participant's rights under any Option shall likewise be suspended during the period of such investigation.

Notwithstanding anything herein to the contrary, the Committee may, at any time and in its sole discretion, further extend or modify the extended time periods for exercisability set forth in this Section 6.4, or waive or modify the operation of the provisions of this Section 6.4 as regards elective Termination of Employment without appropriate or agreed notice and agreed termination terms or Termination of Employment for Cause.

6.5 Information Available to Participants. At least annually, the Company shall make available to all Participants copies of the Company's financial statements for its most recently completed fiscal year. Except as may be required by applicable law, neither the Company nor the Committee shall have any duty or obligation to provide or make available to any Participant any other disclosures or information regarding the Company, and no Participant shall have any right to obtain any other disclosures or to receive any other information regarding the Company, in connection with the grant or exercise of any Option.

6.6 Exercise of Options. An Option which is vested and exercisable shall be exercised by a Participant (or a Representative), in whole or in part, at any time during the Option Period, by giving written notice to the Company, in such form and manner as the Committee may prescribe, specifying the number of shares of Common Stock attributable to the Option to be purchased. Such notice of exercise given to the Company shall be accompanied by payment, in full, of the Option Price and any other executed documents required by the Committee.

6.7 Withholding on Exercise. No later than the date as of which an amount first becomes includible in the gross income of the Participant for Federal income tax purposes with respect to any Option, the Participant shall pay to the Company (or other entity identified by the Committee) or make arrangements satisfactory to the Company or other entity identified by the Board regarding the payment of any Federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount. The obligations of the Company under the Plan shall be conditional on such payment or arrangements, and the Company and any Affiliate shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Participant.

6.8 Cash-Out of Option. On receipt of written notice of exercise of an Option at any time prior to a Change in Control, the Committee may elect, at any time, in lieu of issuing Common Stock to cash-out all or any portion of the Option, provided such action would not violate Section 409A of the Code, by paying to the Participant an amount, in cash, equal to the excess of the Fair Market Value of a share of Common Stock, as of the date of exercise, over the Option Price, multiplied by the number of shares of Common Stock subject to the Option elected to be cashed-out by the Committee. The Committee may elect to cash-out all or any portion of an outstanding Option at any other time, using the same formula as described above for determining the consideration to be paid, regardless of any exercise notice or Change in Control. Cash-outs relating to Options held by Participants who are actually or potentially subject to Section 16 of the Exchange Act shall comply with Rule 16b-3, to the extent applicable. The Committee may elect to offset against any cash-out payment under this Section 6.8 any amounts outstanding under any indebtedness or obligations owed by the Participant to the Company or any Affiliate.

ARTICLE VII
RESTRICTED STOCK

7.1 General. The Committee shall have authority to grant an Award of Restricted Stock under the Plan at any time or from time to time.

7.2 Grant of Restricted Stock. The Grant Date shall be determined by the Committee. Each Award of Restricted Stock granted under the Plan shall be evidenced by an Agreement, in a form prescribed or approved by the Committee, that shall embody the terms and conditions of such Award of Restricted Stock and which shall be subject to the express terms and conditions set forth in the Plan. Such Agreement shall become effective upon execution and delivery by the Participant, and receipt by the person or office designated by the Committee.

7.3 Terms and Conditions. Awards of Restricted Stock shall be subject to such terms and conditions as shall be determined by the Committee, including the following:

(a) Vesting Schedule. Awards of Restricted Stock shall become vested in accordance with a schedule determined by the Committee and set forth in each Agreement. An Agreement shall state, with respect to all or designated portions of the shares of Common Stock subject thereto, the time at which, the conditions upon which, or the installments in which the Award shall become vested. The Committee may establish requirements for vesting based on (i) periods of employment or rendering of services, (ii) the satisfaction of performance criteria with respect to the Company or the Participant (or both), (iii) both periods of employment or rendering of services and satisfaction of performance criteria, or (iv) the occurrence of certain events including, but not limited to, a Change in Control.

Notwithstanding anything herein to the contrary, unless otherwise determined by the Committee and provided in the Agreement, each Awards of Restricted Stock shall become vested under the following provisions:

The Committee may substitute an effective date identified in the particular Agreement in place of the Grant Date for use with the foregoing vesting schedule or with any other vesting schedule set forth in such Agreement.

In the case of any Award which, at the Grant Date, is granted with provisions for vesting at a later date or in installments, whether by determination of the Committee or by operation of the preceding paragraph, two-thirds (2/3) of the Committee may thereafter, at any time and in its sole discretion, waive or modify such vesting requirements with respect to such Award, in whole or in part, and accelerate the vesting condition of all or a portion of the Award.

(b) Representations. The Committee may require each person receiving shares pursuant to an Award to represent to and agree with the Company in writing that such person is receiving the shares without a view to the distribution thereof. The certificates for such shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer.

(c) Other Terms and Conditions. Awards shall be subject to such other terms and conditions as may be determined by the Committee and set forth in an Agreement.

7.4 Effect of Termination of Employment.

(a) Without Cause. Except as otherwise determined by the Board and set forth in an Agreement, a Participant shall forfeit all Awards which are not vested on or before the effective date of a Participant's Termination of Employment without Cause. The Awards shall be forfeited and cancelled effective as of the date of the Participant's Termination of Employment.

(b) For Cause. Except as otherwise determined by the Board and set forth in an Agreement, and notwithstanding any provision in Section 7.3 to the contrary, a Participant shall forfeit all Awards (whether vested or not vested) if a Participant incurs a Termination of Employment for Cause. The Awards shall be forfeited and cancelled effective as of the date of the Participant's Termination of Employment.

7.5 Withholding. No later than the date as of which an amount first becomes includible in the gross income of the Participant for Federal income tax purposes with respect to any Award, the Participant shall pay to the Company (or other entity identified by the Committee) or make arrangements satisfactory to the Company or other entity identified by the Committee regarding the payment of any Federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount. The obligations of the Company under the Plan shall be conditional on such payment or arrangements, and the Company and any Affiliate shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Participant.

ARTICLE VIII
PROVISIONS APPLICABLE TO ACQUIRED STOCK

8.1 Securities Law Restrictions. The Company may impose such other restrictions on any shares of Common Stock granted pursuant to an Award under the Plan as it may deem advisable including, but not limited to, restrictions intended to achieve compliance with (a) the Securities Act, (b) the requirements of any stock exchange or over the counter market upon which the Common Stock is then listed or traded, and (c) any Blue Sky or state securities laws applicable to such Common Stock. If at any time the Committee shall determine, in its discretion, that the listing, registration, or qualification of any shares of Common Stock to be granted under the Plan upon any securities exchange or under any state or Federal law, or the consent or approval of any governmental or regulatory body, is necessary or desirable as a condition of or in connection with the grant or issuance of Common Stock hereunder, then no Award may be made unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee. The Committee may require any Participant receiving an Award under the Plan to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of any such Common Stock in compliance with applicable law and shall have the authority to cause the Company, at its expense, to take any action related to the Plan which may be required in connection with such listing registration, qualification, consent or approval.

8.2 Registration Statement. If a registration statement is not in effect under the Securities Act or any applicable state securities laws with respect to the Common Shares, the Company may require the Participant to represent, in writing, that the Common Shares received are being acquired for investment and not with a view to distribution and agree that the Common Shares will not be disposed of except pursuant to an effective registration statement, unless the Company shall have received an opinion of counsel that such disposition is exempt from such requirement under the Securities Act and any applicable state securities laws. The Company shall include on certificates representing Common Shares delivered pursuant to the Plan such legends referring to the foregoing representations or restrictions and any other applicable restrictions on resale as the Committee, in its discretion, shall deem appropriate.

8.3 Transfer on Change in Control. A Participant may Transfer, or may be required to sell, shares of Common Stock acquired pursuant to an Award upon the effective date of a Change in Control, as provided in Section 9.2. Notwithstanding anything herein to the contrary, the Committee may, at any time and in its sole discretion, provide that corporate transactions in addition to those specified in Section 9.2 as constituting a Change in Control, shall constitute events upon the effective date of which a Participant may Transfer any or all of the Shares of Common Stock acquired by the Participant pursuant to an Award.

8.4 Estate Planning Transfers. Notwithstanding anything herein to the contrary, a Participant may, at any time, make a Transfer of shares of Common Stock received pursuant to an Award to his parents, spouse, or descendants or to any trust for the benefit of the foregoing or to a custodian under any uniform gifts to minors act or similar statute for the benefit of any of the Participant's descendants.

8.5 Binding Effect of Plan. Any otherwise permitted Transfer of shares acquired pursuant to an Award shall not be permitted or valid unless and until the transferee agrees to be bound by the provisions of this Plan, and any provision restricting Common Stock under the Agreement; provided that "Termination of Employment" shall continue to refer to the Termination of Employment of the Participant.

8.6 Limited Transfer During Offering. In the event there is an effective registration statement under the Securities Act pursuant to which shares of Common Stock shall be offered for sale in an underwritten offering, a Participant shall not, during the period requested by the underwriters managing the registered offering, effect any public sale or distribution of shares received directly or indirectly pursuant to an Award.

8.7 Disqualifying Disposition. If a Participant disposes of shares of Common Stock acquired pursuant to the exercise of an Incentive Stock Option in any transaction considered a "disqualifying disposition" under Section 421(b) of the Code, the Participant shall provide notice to the Company of such transaction. The Company shall have the right to deduct any Federal, state, local or foreign taxes of any kind required by law to be withheld, with respect to the amount involved in such transaction, from any amounts otherwise payable by the Company to the Participant, or to require the Participant to make other arrangements satisfactory to the Company regarding payment of such taxes.

8.8 Rights of Repurchase. Prior to the effective date of a Change in Control, upon a Termination of Employment of a Participant, the Company shall have the right to repurchase all or any portion of the shares of Common Stock acquired pursuant to an Award (the "Acquired Shares"), whether held by the Participant or by a transferee of the Participant as permitted under Section 8.4 (a "Permitted Transferee"), on the following terms and conditions:

(a) The Company may exercise such right by delivery of written notice (the "Repurchase Notice") to the Participant or any Permitted Transferees within ninety (90) days after the date of the Participant's Termination of Employment or, if later, within ninety (90) days after the date the Participant or the Participant's Representative exercises the Participant's Option following the Participant's Termination of Employment (pursuant to Section 6.4) to obtain Acquired Shares. The Repurchase Notice shall set forth the number of Acquired Shares to be acquired by the Company from the Participant or the Permitted Transferees, the aggregate consideration to be paid for the Acquired Shares and the time and place for the closing of such transaction.

(b) The repurchase of Acquired Shares shall be closed at the Company's executive offices, or at such other location as may be designated by the Company, within twenty (20) days after the date of delivery of the applicable Repurchase Notice. At the closing, the Company shall pay the purchase price to the Participant (or, if applicable, the Permitted Transferee), and the Participant (or, if applicable, the Permitted Transferee) shall deliver the certificate or certificates representing such Acquired Shares to the Company (or nominee), accompanied by duly executed stock powers. The Company shall be entitled to receive customary representations and warranties from the seller regarding the sale of Acquired Shares (including representations and warranties regarding good title to such shares, free and clear of any liens or encumbrances) and to require a seller's signature to be guaranteed by a national bank or reputable securities broker.

(d) The purchase price per share to be paid for the Acquired Shares repurchased by the Company shall be equal to the Fair Market Value of each such Acquired Share as of the date of the Participant's Termination of Employment.

(e) The Company shall make payment for Acquired Shares by, at the option of the Company, (i) a check or wire transfer of funds to the extent such payment would not cause the Company to violate the General Corporation Law of the State of Nevada and would not cause the Company to breach any agreement to which it is a party relating to the indebtedness for borrowed money or other material agreement, (ii) a subordinated promissory note of the Company bearing interest (payable quarterly in cash unless otherwise prohibited) at the applicable federal rate for medium-term obligations, with all remaining principal and interest payment due on the fifth (5th) anniversary of the date of issuance and which shall be subordinated on terms and conditions satisfactory to the holders of the Company's indebtedness for borrowed money, or (iii) a combination of (i) and (ii) above in such proportions as the Company may determine in its sole discretion. In addition, the Company may pay the purchase price by offsetting amounts outstanding under an indebtedness or obligations owed by the Participant to the Company or any Affiliate.

(f) Notwithstanding the foregoing, any repurchase of Acquired Shares attributable to an Incentive Stock Option shall not take place before the first anniversary of the Participant's acquisition of such Acquired Shares, and such repurchase shall be closed within ninety (90) days after a ninety (90) day advance Repurchase Notice is given, so as not to create a "disqualifying disposition" of the Acquired Shares within the meaning of Code Sections 421(b) and 422(a)(i).

ARTICLE IX
CHANGE IN CONTROL PROVISIONS

9.1 Accelerated Vesting on Change in Control. Notwithstanding any other provision of the Plan or in an Agreement to the contrary, in the event of a Change in Control (as defined in Section 9.2), any Award outstanding as of the effective date of the Change in Control that was granted which are not then fully vested (or exercisable) shall become fully vested (or exercisable) to the full extent of the original Award.

9.2 Definition of Change in Control. For purposes of this Plan, a "Change in Control" shall be deemed to have occurred at such time as (a) a person or a group (within the meaning of Sections 13(d) or 14(d)(2) of the Exchange Act), other than a person who is an existing holder of capital stock of the Company or a group consisting solely of existing holders of capital stock of the Company, becomes the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act) of more than fifty (50%) percent of the Company's total outstanding capital stock, (b) a sale, lease or exchange of substantially all of the Company's assets and related business to a third party unaffiliated with an existing holder of capital stock of the Company, or (c) a merger of the Company into or consolidation with another corporation which is unaffiliated with the shareholders or management of the Company and, after giving effect to such merger or consolidation, the existing holders of capital stock of the Company immediately prior to such merger or consolidation own less than fifty-one percent (51%) of the capital stock of the surviving entity. Notwithstanding the foregoing, if Participant is a party to an employment agreement or consulting agreement with the Company that contains a change in control provision and a definition of change in control, the definition of change in control in the employment agreement or consulting agreement, as the case may be, shall be utilized under this Agreement, with respect to said Participant employee/consultant only, in place of the Change in Control definition set forth in this Section 9.2

ARTICLE X
MISCELLANEOUS

10.1 Amendment and Termination. The Board may amend or terminate the Plan at any time, but no amendment or termination shall be made which would impair the rights of a Participant under an Award theretofore granted without the Participant's consent, except to the extent such amendment or termination is made pursuant to express provisions of the Plan or an Agreement or is necessary for the Plan or an Award to comply with any applicable law, regulation, or rule, or in connection with a Change in Control.

The Board may amend the terms of any Award theretofore granted as set forth in an Agreement, prospectively or retroactively, but no such amendment shall be made which would impair the rights of any Participant without the Participant's consent, except to the extent such an amendment is made pursuant to express provisions of the Plan or an Agreement or is necessary for the Plan or an Award to comply with any applicable law, regulation, or rule, or in connection with a Change in Control.

Notwithstanding the foregoing to the contrary, the Board shall not amend or terminate the Plan or an Agreement if the result of such amendment or termination would cause the Award to be governed by Section 409A of the Code.

10.2 Fail-Safe for Rule 16b-3. With respect to persons subject to Section 16 of the Exchange Act, transactions under this Plan are intended to comply with all applicable conditions of Rule 16b-3. To the extent any provision of the Plan or action by the Committee fails to comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee. In the event the Plan does not include a provision required by Rule 16b-3 to be stated herein, such provision (other than one relating to eligibility requirements or the price and amount of Awards) shall be deemed to be incorporated by reference into the Plan with respect to Participants subject to Section 16.

If at the time a Participant incurs a Termination of Employment (other than due to Cause) or if at the time of a Change in Control, the Participant is subject to "short-swing" liability under Section 16 of the Exchange Act, any time period provided for under the Plan or an Agreement, to the extent necessary to avoid the imposition of such liability, shall be suspended and delayed during the period the Participant would be subject to such liability, but such suspension and delay shall not be for more than six (6) months and one (1) day and not to exceed the Option Period, whichever is shorter.

10.3 Fail-Safe for Incentive Stock Options. Notwithstanding anything in the Plan to the contrary, no term of the Plan relating to Incentive Stock Options shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be exercised, so as to disqualify the Plan under Section 422 of the Code or, without the consent of the Participant affected, to disqualify any Incentive Stock Option under Section 422 of the Code.

10.4 Fail-Safe for Mitigation of Excise Tax. Except as otherwise provided in an Agreement or if the requirements of Treasury Regulation §1.280G-1 Q&A6(a)(2) are met to the satisfaction of the Committee, if any payment or right accruing to a Participant under this Plan (without the application of this provision), either alone or together with other payments or rights accruing to the Participant from the Company ("Total Payments"), would constitute a "parachute payment" (as defined in Section 280G of the Code), such payment or right shall be reduced to the largest amount or greatest right that will result in no portion of the amount payable or right accruing under the Plan being subject to an excise tax under Section 4999 of the Code or being disallowed as a deduction under Section 280G of the Code. The determination of the amount of any potential reduction in the payments or rights shall be made by the Committee, in good faith, after consultation with the Participant and shall be communicated to the Participant. The Participant shall cooperate, in good faith, with the Committee in making such determination and providing the necessary information for this purpose. The foregoing provisions of this paragraph shall apply with respect to any person only if, after reduction for any applicable Federal excise tax imposed by Section 4999 of the Code and Federal income tax imposed by the Code, the Total Payments accruing to such person would be less than the amount of the Total Payments as reduced, if applicable, under the foregoing provisions of the Plan and after reduction for only Federal income taxes.

10.5 No Creditor Rights. Unless otherwise provided in this Plan or in an Agreement, no Option shall be subject to the claims of Participant's creditors and no Award may be transferred, assigned, alienated or encumbered in any way other than by will or the laws of descent and distribution or to a Representative upon the death of the Participant.

10.6 No Rights with Respect to Employment. Nothing contained herein shall be deemed to alter the employment relationship between the Company or any Affiliate and a Participant, or the contractual relationship between the Company or any Affiliate and a Participant if there is a written contract regarding such relationship. Nothing contained herein shall be construed to constitute a contract of employment or a contract for services between the Company or any Affiliate and a Participant. The Company or any Affiliate, as the case may be, and each of the Participants shall continue to have the right to terminate the employment or service relationship at any time for any reason, except as provided in a written contract.

10.7 Relationship to Other Benefits. No payment under the Plan shall be taken into account in determining any benefits under any retirement or welfare benefit plan of the Company, unless otherwise specifically provided in such plan of the Company.

The adoption of the Plan by the Board shall not be construed as creating any limitations on the power of the Company or the Board to adopt such other incentive arrangements as the Company or the Board may deem desirable including, without limitation, any stock appreciation right, phantom stock, bonus arrangement, stock options, or restricted stock other than under the Plan, and such arrangements may be applicable either generally or only in specific cases.

10.8 Controlling Law. The Plan, all Agreements and all Awards granted and actions taken thereunder shall be governed by and construed in accordance with the laws of the State of Nevada (other than its law respecting choice of law). The Plan and all Agreements shall be construed to comply with all applicable law and to avoid liability to the Company, any Affiliate and (to the extent feasible) to Participants including, without limitation, liability under Section 16(b) of the Exchange Act.

10.9 Waiver of Cumulative Rights. The failure or delay of either the Company or a Participant to require performance by the other party under any provision of the Plan or an Agreement shall not affect the Company's or the Participant's right to require such performance, unless and until such performance has been waived in writing. Each and every right provided by the Plan and an Agreement shall be cumulative and may be exercised from time to time in whole or in part (unless otherwise specifically provided).

10.10 Notices. Any notice which either the Company or a Participant may be required or permitted to provide to the other party under the Plan or an Agreement shall be in writing and shall be deemed sufficiently given if personally delivered or sent by either facsimile, overnight courier, or postage paid first class mail. Notices sent by mail shall be deemed received three (3) business days after mailed, but in no event later than the date of actual receipt. Notices shall be directed, if to a Participant, to the Participant's address indicated in the Company's business records or as otherwise designated in writing delivered by the Participant to the Company to apply for purposes of the Plan and, if to the Company, to the Secretary of the Company at the Company's principal executive office or to such other officer of the Company at such address as may be designated in an Agreement or otherwise in writing delivered by the Company to the Participant.

10.11 Successors and Assigns. This Plan and an Agreement shall inure to the benefit of and be binding upon each successor and assign of the Company. All obligations imposed upon a Participant, and all rights granted to the Company under this Plan and an Agreement, shall be binding upon the Participant's heirs, legal representatives and successors.

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

10.13 Severability. If any provision of this Plan and an Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereby or thereof, and this Plan and the Agreement shall be construed as if such invalid or unenforceable provision were omitted.

10.14 Entire Agreement. This Plan and, with respect to any Participant, the Agreement entered into with the Participant pursuant to which an Award is granted, including any Exhibits thereto, shall constitute the entire Agreement with respect to the subject matter hereof and thereof; provided that in the event of any inconsistency between the Plan and the Agreement, the terms and conditions of the Plan shall control.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed on its behalf by the undersigned officer of the Company, as duly authorized by its Board of Directors, as of February 8, 2021.

Grove, Inc.
("The Company")

By: */s/ Andrew Norstrud*
Andrew Norstrud
Title: CFO

GROVE, INC.
NONQUALIFIED STOCK OPTION AGREEMENT
(No.__)

This Stock Option Agreement ("Agreement") is made by and between Grove, Inc., a Nevada corporation (the "Company") _____ (the "Participant").

The purpose of this Agreement is to evidence and grant an Option to the Participant under the Grove, Inc. 2019 Incentive Stock Plan (the "Plan"). The Plan is administered by a Committee, which has been appointed by the Board of Directors of the Company (the "Board"). The Committee hereby grants this Option to the Participant pursuant to the terms and conditions of the Plan and this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Plan. Based on these premises, the Committee and the Participant agree as follows:

1. Grant of Option. Pursuant to the terms and conditions of the Plan and as set forth in this Agreement, the Company hereby grants the Participant an option (the "Option") to purchase _____ (_____) shares of Common Stock of the Company ("Option Shares") at a price of _____ ($____) per share (the "Option Price"), subject to the satisfaction of vesting and exercisability conditions and other limitations imposed by the Plan and this Agreement. The Option Shares shall be payable upon exercise and payment of the Option Price as set forth in Section 8 and Section 9 below, respectively.

2. Grant Date. The Company grants the Participant this Option on June 1, 2019. This Option is not effective until (a) this Agreement is executed by the Committee and Participant, (b) the Participant has delivered a fully executed copy of this Agreement to the person designated in Section 18 below, and (c) the executed and delivered Agreement is acknowledged by the Committee (or its designee) in writing. The Option Price per share shall not be less than the Fair Market Value of a share of Common Stock, as determined on Grant Date.

3. Expiration Date. The Option shall expire on the ten (10) year anniversary of the Grant Date (the "Expiration Date") or earlier as provided in this Agreement or the Plan.

4. Type of Option. This Option is granted pursuant to the terms and conditions of the Plan. The Committee does**not** intend this Option to qualify as an "Incentive Stock Option" within the meaning of Section 422(b) of the Internal Revenue Code of 1986, as amended, and the provisions of this Agreement shall be interpreted and construed with such intent. The Committee intends this Option to be a "Nonqualified Stock Option."

5. Vesting and Exercisability. The Option may only be exercised to the extent all or a portion thereof has become vested and exercisable. The vested portion of the Option shall become exercisable pursuant to the following schedule:

(a) the Option shall be vested _____;

The unvested portion of the Option will not be exercisable on or after the Participant's Termination of Employment. Notwithstanding the foregoing, the Committee may, at any time, in its sole discretion, waive or modify the vesting requirements with respect to this Option, in whole or in part, and accelerate the exercisability of all or a portion of this Option.

6. Accelerated Vesting on Change in Control. Notwithstanding any provision of the Plan or this Agreement to the contrary, in the event of a Change in Control, the Option shall become immediately vested and exercisable with respect to one hundred percent (100%) of the Option Shares subject to the Option. To the extent practicable, such acceleration of vesting and exercisability shall occur in a manner and at a time, which allows the Participant the ability to participate in the Change in Control with respect to the shares of Common Stock received.

7. Effect of Termination of Employment.

(a) If a Participant incurs a Termination of Employment, for any reason, prior to the Expiration Date, the Option, if **not** vested and exercisable on the date of Termination of Employment, or any portion of the Option that is not vested and exercisable on the date of Termination of Employment, shall expire and be forfeited, and shall ne void for all purposes, immediately on the date of Termination of Employment.

(b) If a Participant incurs a Termination of Employment, for any reason, prior to the Expiration Date, the Option, if vested and exercisable on the date of Termination of Employment, or any portion of the Option that is vested and exercisable on the date of Termination of Employment, shall continue to be exercisable only for the applicable extended time period following such Termination of Employment set forth hereinafter and shall otherwise cease to be exercisable as of the close of business on the date of Termination of Employment.

(i) In the event of Termination of Employment constituting Retirement, such Option or such portion thereof may be exercised by the Participant until the end of the ninety (90) day period commencing with the date of Retirement or, if earlier, the Expiration Date.

(ii) In the event of Termination of Employment due to death, such Option or such portion thereof may be exercised by the Participant's Representative until the end of the twelve (12) month period commencing with the date of the Participant's death or, if earlier, the Expiration Date.

(iii) In the event of Termination of Employment due to Disability, such Option or such portion thereof may be exercised by the Participant or, in the event the Participant is legally incompetent, the Participant's Representative until the end of the six (6) month period commencing with the date of Disability or, if earlier, the Expiration Date.

(iv) In the event of Termination of Employment at the election of the Participant with "Good Reason" (as defined by such Participant's Employment Agreement, if applicable), such Option or such portion thereof may be exercised by the Participant until the end of the ninety (90) day period commencing with the date of Retirement or, if earlier, the Expiration Date.

(v) In the event of Termination of Employment by the Company or an Affiliate, as the case may be, without Cause, such Option or such portion thereof may be exercised by the Participant until the end of the ninety (90) day period commencing with the date of Retirement or, if earlier, the Expiration Date.

(vi) Notwithstanding anything in the preceding subparagraphs (i) through (v) to the contrary, in the event of Termination of Employment by the Company or an Affiliate, as the case may be, for Cause, such Option or such portion thereof shall cease to be exercisable automatically upon first notification to the Participant by the Company or the Affiliate of such termination, with no extended time period for any exercise of the Option or any portion thereof. If a Participant's employment or services are suspended pending an investigation of whether the Participant's employment or services should be terminated for Cause, all the Participant's rights under the Option shall likewise be suspended during the period of such investigation.

(c) If following the Participant's Termination of Employment for any reason (other than for Cause) the exercise of the Option is prohibited because it would violate the registration requirements under the Securities Act, state or federal securities law, or the rules of any securities exchange or interdealer quotation system, then the expiration of the Option shall be tolled until the date that is thirty (30) days after the end of the period during which the exercise of the Option would be in violation of such registration or other securities requirements.

8. Exercise of Option. To exercise the Option, the Participant (or, in the case of exercise after the Participant's death or Disability, the Participant's Representative) must deliver to the Company a written notice of exercise, in such form and manner as designated by the Committee, which shall specify the number of Option Shares attributable to the Option that the Participant (or Representative) intends to exercise and the associated Option Price. Such written notice to exercise shall be accompanied by payment, in full, of the aggregate Option Price and any other documentation required by the Committee. If someone other than the Participant exercises the Option, then such person must submit documentation reasonably acceptable to the Company verifying that such person has the legal right to exercise the Option.

9. Payment of Option Price. The entire Option Price of the Option shall be payable, in full, at the time of exercise. The Committee has designated the following methods of payment:

(a) in cash or by certified or bank check at the time the Option is exercised;

(b) by tendering other shares of Common Stock which have either been owned by the Participant for more than six (6) months on the date of surrender or were acquired upon exercise of the Option for which payment is being made and which, in either case, have a Fair Market Value on the date of surrender equal to the aggregate Option Price of the shares for which the Option is being exercised;

(c) consideration received by the Company under a broker-assisted cashless exercise program;

(d) by reduction in the number of Option Shares otherwise deliverable upon exercise of such Option with a Fair Market Value equal to the aggregate Option Price at the time of exercise;

(e) by any combination of the foregoing methods; or

(f) in any other form of legal consideration that may be acceptable to the Committee.

10. Withholding. No later than the date as of which an amount first becomes includible in the gross income of the Participant for federal income tax purposes with respect to this Option, the Participant shall pay to the Company (or make arrangements satisfactory to the Company to pay or provide for) any applicable federal, state, local or foreign taxes of any kind required by law to be withheld with respect the Option or the delivery of Option Shares. The Participant may satisfy any federal, state, local or foreign tax withholding obligations that relate to the exercise of the Option by any of the following means:

(a) tendering a cash payment;

(b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable to the Participant as a result of the exercise of the Option; *provided, however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law; or

(c) delivering to the Company previously owned and unencumbered shares of Common Stock.

The obligations of the Company under the Plan shall be conditioned on such tax withholding payments and arrangements. The Company and any Affiliate shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Participant including, but not limited to, the right to withhold from any compensation paid or owed to a Participant.

11. Issuance of Shares. Provided that the written exercise notice and payment are in form and substance satisfactory to the Company, the Company shall issue the shares of Common Stock registered in the name of the Participant (or Representative) and shall deliver certificates representing the shares with the appropriate legends affixed thereto.

12. Cash-Out. On receipt of written notice of exercise of this Option at any time prior to a Change in Control, the Committee may elect, at any time, in lieu of issuing shares of Common Stock to cash-out all or any portion of the Option, provided such action would not violate Section 409A of the Code, by paying the Participant an amount, in cash, equal to the excess of the Fair Market Value of a share of Common Stock, as of the date of exercise, over the Option Price, multiplied by the number of shares of Common Stock subject to the Option that the Committee elects to cash-out. The Committee may elect to cash-out all or any portion of an outstanding Option, at any other time, using the same formula as described above for determining the consideration to be paid, regardless of any exercise notice or Change in Control. The cash-out of an Option held by a Participant who is actually or potentially subject to Section 16 of the Exchange Act shall comply with Rule 16b-3, to the extent applicable. The Committee may elect to offset against any cash-out payment any amounts outstanding under any indebtedness or obligations owed by the Participant to the Company or any Affiliate.

13. No Rights with Respect to Employment; No Rights as Shareholder. Neither the Plan nor this Agreement shall be deemed to alter the employment relationship between the Company or any Affiliate and the Participant or confer upon the Participant any right to be retained in any position, as an employee, consultant or Director of the Company. Nothing in the Plan or this Agreement shall be construed to constitute a contract of employment or a contract for services between the Company or any Affiliate and the Participant. Nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Participant's employment, at any time, with or without Cause, except as provided in a written contract. The Participant shall not have any rights as a shareholder with respect to any shares of Common Stock subject to the Option until (a) all actions required by this Agreement have been taken by such persons, (b) the Participant properly exercises the Option, and (c) such Option Shares have been recorded on the Company's official shareholder records as having been issued or transferred.

14. Transferability. The Option is not transferable by the Participant other than to a designated beneficiary upon the Participant's death or by will or the laws of descent and distribution and is exercisable during the Participant's lifetime only by him or her. No assignment or transfer of the Option, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated Beneficiary upon death by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Option will terminate and become of no further effect. Notwithstanding the foregoing to the contrary, a Participant may, at any time, make an estate planning transfer of this Option to the Participant's parents, spouse, or descendants or to any trust for the benefit of the foregoing or to a custodian under any uniform gifts to minor act or similar statute for the benefit of the Participant's descendants.

15. Adjustment for Corporate Changes. The shares of Common Stock subject to the Option may be adjusted, substituted, or terminated in any manner contemplated by Section 4.5 of the Plan.

16. Tax Liability and Withholding . Notwithstanding any action the Company takes with respect to any or all income tax, employment tax (e.g. FICA and FUTA), payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any Option Shares acquired on exercise and (b) does not commit to structure the Option to reduce or eliminate the Participant's liability for Tax-Related Items.

17. Compliance with Law. The exercise of the Option and the issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued pursuant to this Option unless and until any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to affect such compliance.

18. Notices. Any notice which either the Company or the Participant may be required to provide to the other party under the Plan or this Agreement shall be in writing and shall be deemed sufficiently given if personally delivered or sent by either facsimile, overnight courier, or postage paid first class mail. Notices sent by mail shall be deemed received three (3) business days after mailed, but in no event later than the date of actual receipt. Such notices, demands, and other communications shall be sent to the Company and the Participant at the addresses listed below:

If to the Company: Grove, Inc.
c/o The Committee for the 2019 Incentive Stock Plan
Attn: Andrew J. Norstrud, Chief Financial Officer
1710 Whitney Mesa Drive
Henderson, NV 89014

If to the Participant: To the current address of the Participant's primary residence, as reflected on Company's official payroll and records, unless the Participant provides an alternative address to the Committee, in writing.

Either party may designate another address, in writing, or by such other method approved by the Company from time to time.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada (other than its law respecting choice of law).

20. Interpretation. Any determination made by the Committee pursuant to the provisions of the Plan shall be made in its sole discretion. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Participant and the Company.

21. Options Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan, as amended from time to time, are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

22. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's heirs, legal representatives, and successors and the person(s) to whom the Option may be transferred by will or the laws of descent or distribution.

23. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

24. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company, at any time, in its discretion. The grant of the Option in this Agreement does not create any contractual right or other right to receive any Options or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

25. Amendment. The Board has the right to amend or terminate the Option set forth in this Agreement, prospectively or retroactively; *provided, that,* no such amendment or termination shall impair the rights of the Participant described in this Agreement without the Participant's consent. Notwithstanding the foregoing to the contrary, the Board reserves the right to amend or terminate this Agreement or the Plan (a) pursuant to the express provisions of the Plan, (b) as necessary for the Plan or this Agreement to comply with any applicable law, regulation, or rule, or (c) in the connection with a Change in Control.

26. Relationship to Other Benefits. Unless otherwise provided in a Company plan or policy, in writing, the value of the Option or any payment under the Plan shall **not** be considered as normal or expected compensation of the Participant for in determining any benefits or coverage-levels under any retirement or welfare benefit plan of the Company or purposes of calculating any severance, welfare, insurance or similar employee benefits under any Company policy.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means, which are intended to preserve the original graphic appearance of the document, will have the same effect as physical delivery of the paper document bearing an original signature.

28. Acceptance. By execution of this Agreement, the Participant acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof and accepts the Option subject to all the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying Option Shares and that the Participant should consult a tax advisor prior to such exercise or disposition.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

GROVE, INC.

By: _____
Name: _____
Title: _____
Date: _____

PARTICIPANT

By: _____
Name:
Date:

The Committee has provided two (2) copies of this Agreement. Please execute both copies. Return one (1) copy of the Agreement to Company representative designated by the Committee in Section 18 above to confirm your understanding and acceptance of the term and conditions of this Agreement and the Plan.

Enclosures:
(1) Copy of this Agreement
(2) Copy of the Plan

Executed Agreement
Acknowledged by the
PLAN COMMITTEE

By: _____
Name:
Date:

EXHIBIT 10.3

SECURITIES PURCHASE AGREEMENT

This **Securities Purchase Agreement** (this "Agreement") between **GROVE, INC.**, a Nevada corporation (the "Company") and each Purchaser identified on the signature hereto (each including its successors and assigns (a "Purchaser", and collectively the "Purchasers").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) promulgated thereunder, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, Convertible Preferred Stock of the Company, and warrants to purchase shares of common stock of the Company, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

1. **The Offering.** This Offering (the "Offering") is for shares of the Company's Series A Convertible Preferred Stock, par value $0.001 per share (the "Series A Shares" or the "Shares") at a purchase price of $0.10 per share. The Company shall deliver to each Purchaser its respective Series A Shares. Upon satisfaction of the covenants and conditions set forth herein, the Closing shall occur at the offices of Company Counsel or such other location as the parties shall mutually agree.

2. **Deliveries**. On or prior to the Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) a stamped copy of the Certificate of Designation of the Series A Convertible Preferred Stock that is filed with the Secretary of State of the State of Nevada; and

(iii) a Preferred Stock Certificate for such Closing, registered in the name of such Purchaser.

(b) On or prior to the applicable Closing Date, the Purchaser shall deliver or cause to be delivered to the Company, as applicable, the following:

(i) this Agreement duly executed by the Purchaser; and

(ii) the Purchaser's Purchase Price as to such Closing, by wire transfer to the account specified in writing by the Company.

3. **Representations and Warranties**.

(a) The Purchaser hereby represents and warrants to, and agrees with, the Company as follows:

(i) The Purchaser is either (A) an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and as set forth in Exhibit A-1 attached hereto and made a part hereof, or (B) outside the United States when receiving and executing this Subscription Agreement and the Purchaser is not a U.S. Person as defined in Rule 902 of Regulation S promulgated under the Securities Act and as set forth in Exhibit A-2 attached hereto and made a part hereof;.

(ii) The Purchaser is a "sophisticated investor" as that term is defined in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.

(iii) The Purchaser recognizes that the purchase of the Shares involves a high degree of risk including, but not limited to, the following: (a) the Company remains an early stage business with limited operating history and requires substantial funds in addition to the proceeds of the Offering; (b) an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares; (c) the Purchaser may not be able to liquidate its investment; (d) transferability of the Shares is extremely limited; (e) in the event of a disposition, the Purchaser could sustain the loss of its entire investment; (f) the Company has not paid any dividends since its inception and does not anticipate paying any dividends in the foreseeable future; and (g) the Company may issue additional securities in the future which have rights and preferences that are senior to those of the Shares. Without limiting the generality of the representations set forth in herein, the Purchaser represents that the Purchaser has carefully reviewed the "Risk Factors" contained in the Private Placement Memorandum accompanying this Agreement (the "Risk Factors"). The Purchaser has received, read carefully and is familiar with this Agreement and the Risk Factors.

(iv) The Purchaser hereby acknowledges receipt and careful review of this Agreement, the Risk Factors and any documents which may have been made available upon request as reflected therein (collectively referred to as the "Offering Materials") and hereby represents that the Purchaser has been furnished by the Company during the course of the Offering with all information regarding the Company, the terms and conditions of the Offering and any additional information that the Purchaser has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the Company and the terms and conditions of the Offering. The Purchaser has had access to all additional information necessary to verify the accuracy of the information set forth in this Agreement and any other materials furnished herewith, and have taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

(v) The Purchaser (or the Purchaser's representative) has such knowledge and experience in finance, securities, taxation, investments and other business matters so as to be able to protect the interests of the Purchaser in connection with this transaction, and the Purchaser's investment in the Company hereunder is not material when compared to the Purchaser's total financial capacity.

(vi) The Purchaser understands the various risks of an investment in the Company as proposed herein and can afford to bear such risks, including, without limitation, the risks of losing the entire investment.

(vii) The Purchaser acknowledges that there has been limited trading in the Company's common stock and there can be no assurance that an active trading market in the Company's common stock will either develop or be maintained and that the Purchaser may find it impossible to liquidate the investment at a time when it may be desirable to do so, or at any other time.

(viii) The Purchaser will acquire the Shares for the Purchaser's own account (or for the joint account of the Purchaser and the Purchaser's spouse either in joint tenancy, tenancy by the entirety or tenancy in common) for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, and has no present intention of distributing or selling to others any of such interest or granting any participation therein.

(ix) The Purchaser acknowledges that the representations, warranties and agreements made by the Purchaser herein shall survive the execution and delivery of this Agreement and the purchase of the Shares.

(b) The Company hereby represents and warrants to, and agrees with, the Purchaser as follows:

(i) There are no material misstatements or omissions in this Subscription Agreement or any information provided in the Offering materials.

(ii) The Company is a corporation duly formed and in good standing under the laws of the State of Nevada with full power and authority to conduct its business as presently contemplated.

(iii) The Company has the power to execute, deliver and perform this Agreement and any other agreement contemplated herein.

(iv) If and when the Company accepts the Purchaser's subscription and the applicable funds clear, the Purchaser will become a holder of the Shares.

4. **Miscellaneous**.

(a) Irrevocability; Binding Effect. The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable, subject to applicable state securities laws, that the Purchaser is not entitled to cancel, terminate or revoke this Agreement or any agreements of the Purchaser thereunder, and that this Agreement and such other agreements shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, legal representatives and assigns.

(b) Modification. Neither this Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

(c) Notices. Any notice, demand or other communication which any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

(d) Counterparts. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each such counterpart shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

(e) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

(f) Severability. Each provision of this Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

(g) Assignability. This Agreement is not transferable or assignable by the Purchaser.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of laws principles, as applied to residents of that State executing contracts wholly to be performed in that State.

(i) Choice of Jurisdiction. The parties agree that any action or proceeding arising, directly, indirectly or otherwise, in connection with, out of or from this Agreement, any breach hereof or any transaction covered hereby shall be resolved within the State of New York. Accordingly, the parties consent and submit to the jurisdiction of the United States federal and state courts located within the County of New York, New York.

(Remainder of page intentionally left blank.)

SECURITIES PURCHASE AGREEMENT - SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories on the date therein indicated.

The Purchaser hereby offers to purchase 500,000 shares of Series A Preferred Stock at $0.10 per share for an aggregate purchase price of $50,000.

IN WITNESS WHEREOF, the Purchaser has executed this Signature Page this 29th day of April, 2019.

Name of Purchaser: Allan Marshall _____

Signature of Authorized Signatory of Purchaser: /s/ Allan Marshall _____

Name of Authorized Signatory: _____

Title of Authorized Signatory (If Applicable): _____

Email Address of Authorized Signatory:_____

Facsimile Number of Authorized Signatory: _____

Address for Delivery of Securities to Purchaser (if not same as address for notice):

EIN Number of Purchaser: XXX-XX-XXXX_____

Grove, Inc. HEREBY ACCEPTS THE SUBSCRIPTION OF 500,000 SERIES A SHARES AS OF THE 29TH DAY OF APRIL, 2019.

GROVE, Inc.

By: */s/ Robert Hackett*
Name: Robert Hackett
Title: President

EXHIBIT 10.4

SECURITIES PURCHASE AGREEMENT

This **Securities Purchase Agreement** (this "Agreement") between **GROVE, INC.**, a Nevada corporation (the "Company") and each Purchaser identified on the signature hereto (each including its successors and assigns (a "Purchaser", and collectively the "Purchasers").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) promulgated thereunder, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, Convertible Preferred Stock of the Company, and warrants to purchase shares of common stock of the Company, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

1. **The Offering.** This Offering (the "Offering") is for shares of the Company's Series A Convertible Preferred Stock, par value $0.001 per share (the "Series A Shares" or the "Shares") at a purchase price of $0.10 per share. The Company shall deliver to each Purchaser its respective Series A Shares. Upon satisfaction of the covenants and conditions set forth herein, the Closing shall occur at the offices of Company Counsel or such other location as the parties shall mutually agree.

2. **Deliveries**. On or prior to the Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) a stamped copy of the Certificate of Designation of the Series A Convertible Preferred Stock that is filed with the Secretary of State of the State of Nevada; and

(iii) a Preferred Stock Certificate for such Closing, registered in the name of such Purchaser.

(b) On or prior to the applicable Closing Date, the Purchaser shall deliver or cause to be delivered to the Company, as applicable, the following:

(i) this Agreement duly executed by the Purchaser; and

(ii) the Purchaser's Purchase Price as to such Closing, by wire transfer to the account specified in writing by the Company.

3. **Representations and Warranties**.

(a) The Purchaser hereby represents and warrants to, and agrees with, the Company as follows:

(i) The Purchaser is either (A) an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and as set forth in Exhibit A-1 attached hereto and made a part hereof, or (B) outside the United States when receiving and executing this Subscription Agreement and the Purchaser is not a U.S. Person as defined in Rule 902 of Regulation S promulgated under the Securities Act and as set forth in Exhibit A-2 attached hereto and made a part hereof;.

(ii) The Purchaser is a "sophisticated investor" as that term is defined in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.

(iii) The Purchaser recognizes that the purchase of the Shares involves a high degree of risk including, but not limited to, the following: (a) the Company remains an early stage business with limited operating history and requires substantial funds in addition to the proceeds of the Offering; (b) an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares; (c) the Purchaser may not be able to liquidate its investment; (d) transferability of the Shares is extremely limited; (e) in the event of a disposition, the Purchaser could sustain the loss of its entire investment; (f) the Company has not paid any dividends since its inception and does not anticipate paying any dividends in the foreseeable future; and (g) the Company may issue additional securities in the future which have rights and preferences that are senior to those of the Shares. Without limiting the generality of the representations set forth in herein, the Purchaser represents that the Purchaser has carefully reviewed the "Risk Factors" contained in the Private Placement Memorandum accompanying this Agreement (the "Risk Factors"). The Purchaser has received, read carefully and is familiar with this Agreement and the Risk Factors.

(iv) The Purchaser hereby acknowledges receipt and careful review of this Agreement, the Risk Factors and any documents which may have been made available upon request as reflected therein (collectively referred to as the "Offering Materials") and hereby represents that the Purchaser has been furnished by the Company during the course of the Offering with all information regarding the Company, the terms and conditions of the Offering and any additional information that the Purchaser has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the Company and the terms and conditions of the Offering. The Purchaser has had access to all additional information necessary to verify the accuracy of the information set forth in this Agreement and any other materials furnished herewith, and have taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

(v) The Purchaser (or the Purchaser's representative) has such knowledge and experience in finance, securities, taxation, investments and other business matters so as to be able to protect the interests of the Purchaser in connection with this transaction, and the Purchaser's investment in the Company hereunder is not material when compared to the Purchaser's total financial capacity.

(vi) The Purchaser understands the various risks of an investment in the Company as proposed herein and can afford to bear such risks, including, without limitation, the risks of losing the entire investment.

(vii) The Purchaser acknowledges that there has been limited trading in the Company's common stock and there can be no assurance that an active trading market in the Company's common stock will either develop or be maintained and that the Purchaser may find it impossible to liquidate the investment at a time when it may be desirable to do so, or at any other time.

(viii) The Purchaser will acquire the Shares for the Purchaser's own account (or for the joint account of the Purchaser and the Purchaser's spouse either in joint tenancy, tenancy by the entirety or tenancy in common) for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, and has no present intention of distributing or selling to others any of such interest or granting any participation therein.

(ix) The Purchaser acknowledges that the representations, warranties and agreements made by the Purchaser herein shall survive the execution and delivery of this Agreement and the purchase of the Shares.

(b) The Company hereby represents and warrants to, and agrees with, the Purchaser as follows:

(i) There are no material misstatements or omissions in this Subscription Agreement or any information provided in the Offering materials.

(ii) The Company is a corporation duly formed and in good standing under the laws of the State of Nevada with full power and authority to conduct its business as presently contemplated.

(iii) The Company has the power to execute, deliver and perform this Agreement and any other agreement contemplated herein.

(iv) If and when the Company accepts the Purchaser's subscription and the applicable funds clear, the Purchaser will become a holder of the Shares.

4. **Miscellaneous**.

(a) Irrevocability; Binding Effect. The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable, subject to applicable state securities laws, that the Purchaser is not entitled to cancel, terminate or revoke this Agreement or any agreements of the Purchaser thereunder, and that this Agreement and such other agreements shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, legal representatives and assigns.

(b) Modification. Neither this Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

(c) Notices. Any notice, demand or other communication which any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

(d) Counterparts. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each such counterpart shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

(e) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

(f) Severability. Each provision of this Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

(g) Assignability. This Agreement is not transferable or assignable by the Purchaser.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of laws principles, as applied to residents of that State executing contracts wholly to be performed in that State.

(i) Choice of Jurisdiction. The parties agree that any action or proceeding arising, directly, indirectly or otherwise, in connection with, out of or from this Agreement, any breach hereof or any transaction covered hereby shall be resolved within the State of New York. Accordingly, the parties consent and submit to the jurisdiction of the United States federal and state courts located within the County of New York, New York.

(Remainder of page intentionally left blank.)

SECURITIES PURCHASE AGREEMENT - SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories on the date therein indicated.

The Purchaser hereby offers to purchase 500,000 shares of Series A Preferred Stock at $0.10 per share for an aggregate purchase price of $50,000.

IN WITNESS WHEREOF, the Purchaser has executed this Signature Page this 2nd day of February, 2021.

Name of Purchaser: Allan Marshall _____

Signature of Authorized Signatory of Purchaser: /s/ Allan Marshall _____

Name of Authorized Signatory: _____

Title of Authorized Signatory (If Applicable): _____

Email Address of Authorized Signatory:_____

Facsimile Number of Authorized Signatory: _____

Address for Delivery of Securities to Purchaser (if not same as address for notice):

EIN Number of Purchaser: XXX-XX-XXXX_____

Grove, Inc. HEREBY ACCEPTS THE SUBSCRIPTION OF 500,000 SERIES A SHARES AS OF THE 29TH DAY OF FEBRUARY, 2021.

GROVE, Inc.

By: */s/ Andrew J. Norstrud*
Name: Andrew J. Norstrud
Title: Chief Financial Officer

EXHIBIT 10.5

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made and effective as of February 1, 2021 (the "Effective Date"), between Grove Inc., a Nevada Corporation, whose principal place of business is 1710 Whitney Mesa Drive, Henderson NV 89014 (the "Company" or "Employer") and Andrew J. Norstrud, an individual whose address is in Tampa, Florida. (the "Executive").

RECITALS

A. The Employer is a Nevada corporation and is principally engaged in the business of developing, manufacturing, bottling and selling CBD and CBD related products.

B. The Employer recognizes that the Executive's talents and abilities are unique, and have been integral to the success of the Employer and thus wishes to secure the ongoing services of the Executive on the terms and conditions set forth herein,

C. The Employer desires to employ the Executive and the Executive desires to be employed by the Employer.

D. The parties agree that a covenant not to compete is essential to the growth and stability of the Business of the Employer.

NOW, THEREFORE, in consideration of the mutual promises and agreements and covenants, and subject to the terms and conditions contained in this Agreement, the Employer and Executive, intending to be legally bound, hereby agree as follows:

1. Employment. Employer hereby employs Executive as Chief Financial Officer, and Executive hereby accepts employment by Employer, in accordance with and subject to the terms and conditions of this Agreement.

2. Duties and Authority. During the Employment Period (as hereinafter defined), Executive will occupy the position of Chief Financial Officer and report directly to the Chief Executive Officer. As Chief Financial Officer, Executive shall be in charge of duties typical with the position and shall have full authority and responsibility, subject to the general direction and control of the Chief Executive officer and Board of Directors of Employer (the "Board"), for formulating policies and administering the financial affairs of Employer in all respects, and otherwise performing such duties as are customarily performed by the Chief Financial Officer and member of the board of directors of a company of similar size and structure to Employer. Executive agrees to devote the necessary time, attention and best efforts to the performance of his duties hereunder; provided, however, it shall not be considered a violation of the foregoing for the Executive to serve on corporate, industry, civic, or charitable boards or committees, so long as such activities do not materially interfere with the performance of the Executive's responsibilities as an employee of the Employer in accordance with this Agreement.

3. Initial Term; Employment Period. The initial term of employment shall begin on February 1, 2021 and end on February 1, 2024 (the "Term of this Agreement"). The Term of this Agreement shall be extended automatically for one year on February 1, 2024 and each annual anniversary thereof (the "Extension Date") unless, and until, at least 90 days prior to the applicable Extension Date either the Employer or the Executive provides written notice to the other party that this Agreement is not to be extended (the later of February 1, 2024 or the last date to which the Term is extended shall be the "End of Term"). For purposes of this Agreement, the period beginning on February 1, 2021 and ending on the Date of Termination (as hereinafter defined) shall be referred to herein as the "Employment Period."

4. Compensation. During the Employment Period which is in the Term of this Agreement, Executive shall receive the following compensation:

a) Base Salary. A base annual salary of $250,000, payable in accordance with the Employer's standard practice for other senior executives. Executive's base salary shall be subject to annual review by the Board's Compensation Committee for discretionary periodic increases in accordance with the Employer's compensation policies. References to "Base Salary" in this Agreement shall be to the base salary set forth in this Paragraph 4.a and shall include any increases to such base salary made hereby.

b) Incentive Compensation. Executive shall be eligible for a discretionary or formula bonus as determined by the Chief Executive Officer and the Board's Compensation Committee and be eligible to participate in one or more compensation plan(s) of Employer, subject to the terms and conditions of those plans.

5. Equity Incentives.

a) Equity Incentives - General. Stock options of Employer and other forms of equity compensation such as restricted stock, stock appreciation rights or phantom stock (collectively, "Equity Incentives") may be granted to executive from time to time at the discretion of the Compensation Committee of the Board of Directors (the "Compensation Committee").

b) Initial Stock Option Grant. Within 30 days of the date this Agreement is executed, the Executive shall be granted an option to purchase Seven Hundred Thousand (700,000) shares of the Company’s common stock at the price of $0.85 per share, representing the fair market value as of that date, which shall vest proportionately over a two-year period, will be exercisable for ten (10) years, and will provide for a cashless exercise, subject to the usual provisions of the Company’s stock option plan then in effect. Additional options may be issued to the Executive from time to time as approved by the Compensation Committee and the Board of Directors in their sole discretion.

6. Benefits. Executive Benefits. The Executive shall be entitled to participate in all benefit programs of the Company currently existing or hereafter made available to comparable executives.

a) Vacation. Executive shall be entitled to five (5) weeks of paid vacation during each calendar year and time off for all holidays as designated by the Employer. Unused vacation time will not be paid to Executive at calendar year end.

b) Expense Reimbursement. Subject to compliance with Employer's business expense reimbursement policies, Executive shall be entitled to reimbursement for all reasonable expenses, including meals, telephone, travel, and entertainment, incurred by Executive in the performance of his duties. Executive will maintain records and written receipts as required by federal and state tax authorities to substantiate expenses as an income tax deduction for Employer and shall submit vouchers for expenses for which reimbursement is made. Credit card receipts (American Express, etc.) and other receipts are acceptable along with other corroborative evidence.

c) Other Benefits. To the extent not otherwise provided herein (it being the intent not to duplicate benefits), Employer shall provide Executive with no less than the same type and level of other benefits provided by the Employer from time to time to its other executive officers as a group and Board members as a group if these are materially higher than what has been provided too Executive. These include, but are not limited to, life and health insurance benefits, participation in pension and profit-sharing plans, stock option and stock purchase plans, restricted stock grants, stock appreciation rights, and stock warrants.

7. Non-Compete and Non-Solicitation; Confidentiality . In consideration of the employment of Executive by Employer, Executive agrees as follows:

a) Non-Compete and Non-Solicitation. During the Employment Period and for a period of two (2) years after the Date of Termination, Executive will not, directly or indirectly, within a fifty (50) mile radius of any office of Employer (or a consolidated subsidiary) in existence on the Date of Termination, own, manage, be employed by, work for, consult for, be an officer or director of, advise, represent, engage in or carry on any business which competes with the Business of the Employer at that time. During the Employment Period and for a period of two (2) years after the Date of Termination, Executive will not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee of the Employer (or a consolidated subsidiary) to leave the Employer (or a consolidated subsidiary) for any reason whatsoever, or solicit the services of any employee of the Employer (or a consolidated subsidiary).

b) Non-Disclosure of Information. Executive will not at any time, during or after the term of this Agreement, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation, in any manner whatsoever, any information of any kind, nature, or description concerning any matters affecting or relating to the Business of the Employer, including, but not limited to, the names of any of its customers or prospective customers or any other information concerning the Business of the Employer, its manner of operation, its plans, its vendors, its suppliers, its advertising, its marketing, its methods, its practices, or any other information of any kind, nature, or description, without regard to whether any or all of the foregoing matters would otherwise be deemed confidential, material, or important; provided, however, that this provision shall not prevent disclosures by Executive to the extent such disclosures are (i) believed by the Executive, in good faith and acting reasonably, to be in the best interest of the Employer, (ii) of information that is public at the time of the disclosure (other than as a result of the Executive's violation of this Paragraph 7(b)), or (iii) as required by law or legal process (and, if the Executive is so required to disclose, Executive shall provide the Employer notice of such to allow the Company the opportunity to contest such disclosure).

8. Termination of Employment.

a) Death or Disability. The Executive's employment shall terminate automatically upon the Executive's death during the Employment Period. Additionally, if the Employer determines in good faith that the Executive has incurred a Disability, it may give the Executive written notice of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Employer shall terminate effective on the later of (i) the date in the notice, (ii) the day after receipt of such notice by the Executive, or (iii) the date the Disability has been considered to occur (the "Disability Effective Date"), provided that, prior to such date, the Executive shall not have returned to full-time performance of the Executive's duties.

b) Cause. The Employer may terminate the Executive's employment during the Employment Period for Cause. For purposes of this Agreement, "Cause" shall mean (i) a material breach by the Executive of the Executive's obligations under paragraph 2 above (other than as a result of temporary incapacity due to physical or mental illness, or Disability) which is demonstrably willful and deliberate on the Executive's part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Employer and which is not remedied in a reasonable period of time after receipt of written notice from the Employer specifying such breach; (ii) the conviction of the Executive of a felony; or (iii) a breach of the Executive's fiduciary duty to the Employer or willful violation in the course of performing his duties for the Employer of any law, rule or regulation (other than traffic violation or other minor offenses). (No act or failure to act on the Executive's part shall be considered willful unless done or omitted in bad faith and without reasonable belief that the action or omission was in the best interest of the Employer.)

c) Good Reason. The Executive's employment may be terminated by the Executive at any time for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the assignment to the Executive of any duties inconsistent in a material respect with the Executive's position (including status, offices, titles and reporting requirement that executive reports directly to the Employer's Board of Directors), authority, duties or responsibilities as contemplated by Paragraph 2[a] above or any other action by the Employer which results in a diminution in such position, authority, duties or responsibilities in a material respect (including the Executive no longer being the Chief Financial Officer or a Board member of the Employer or a publicly held company successor) that is not consented to by Executive;

(ii) a reduction in the Executive's Base Salary, which is more than*de minimis*;

(iii) any failure by the Employer to comply with any of the provisions of this Agreement in a material respect;

(iv) the Employer's requiring the Executive to be based at any office or location other than Tampa, Florida; or

(v) a Change of Control; For purposes of this Agreement, "Change in Control" shall mean the occurrence of any of the following events:

(A) one person or entity (or more than one person or entity acting as a "group" (as that term is defined in Section 409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires legal or beneficial ownership of stock of the Employer that, together with the stock held legally or beneficially by such person or group, constitutes more than 45 % of the total fair market value or total voting power of the stock of such corporation; or

(B) individuals who, as of the date of the signing of this Agreement, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided that any individual who becomes a director of the Company subsequent to the date of the signing of this Agreement, whose election, or nomination for election by the Company stockholders, was approved by the vote of at least a majority of the directors then in office shall be deemed a member of the Incumbent Board; or

(C) Allan Marshall is replaced as the Company’s Chief Executive Officer; or

(D) the sale of all or substantially all of the Employer's assets; or

(E) the merger of the Employer into or consolidation with another entity and, after giving effect to such merger or consolidation, the holders of stock of the Employer immediately prior to such merger or consolidation own less than 51% of the stock of the surviving entity after such merger or consolidation.

Notwithstanding Paragraph 6(c)(i) above, the Executive shall not have Good Reason if Executive is involved in a "group" (as defined above) which acquires a substantial portion of the Company's assets or stock. For purposes of this subparagraph c, any good faith reasonable determination of "Good Reason" made by the Executive shall be conclusive**.** However, no such event described hereunder shall constitute Good Reason unless the Executive has given written notice to the Employer specifying the event relied upon for such termination within 30 days after the occurrence of such event and the Employer has not remedied such within 60 days of receipt of such notice. The Employer and the Executive, upon mutual written agreement, may waive any of the foregoing provisions which would otherwise constitute Good Reason.

d) Notice of Termination. Any termination by the Employer for Cause, or by the Executive for Good Reason, shall be communicated to the other party by Notice of Termination. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon; (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment; and (iii) specifies the Date of Termination (as defined below). Notice of intent to terminate employment for Good Reason must be provided pursuant to Paragraph 8.c of this Agreement. The failure by the Executive or the Employer to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Employer hereunder or preclude the Executive or the Employer from asserting such fact or circumstance in enforcing the Executive's or the Employer's rights hereunder.

e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Employer for Cause, or by the Executive for Good Reason, the date specified in the Notice of Termination as the Date of Termination; (ii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be; and (iii) if the Executive's employment is terminated by either party other than for death, Disability, Cause or Good Reason, the date set forth in the notice required under subparagraph 8.d) above as the date the termination is to be effective.

9. Obligations of the Employer upon Termination. Upon termination of the Executive's employment for any reason during the Term of this Agreement, Executive shall be entitled to Base Salary and all benefits through the Date of Termination, and to exercise then vested stock options in accordance with and to the extent that exercise is approved by the Compensation Committee as provided in Paragraph 5.d above. Upon the termination of the Executive's employment during the Term of this Agreement by the Executive for Good Reason, or by the Employer for any reason other than Cause, Executive shall in addition be entitled to exercise the option(s) with accelerated vesting if and to the extent that exercise is approved by the Compensation Committee provided pursuant to Paragraph 5.d above. In addition, upon the termination of the Executive's employment during the Term of this Agreement by the Executive for Good Reason, or by the Employer for any reason other the Cause or death, the Executive shall be entitled to receive a lump sum payment equal to three (3) times the sum of (i) Executive's Base Salary as of the Date of Termination, and (ii) the Executive's target bonus opportunity under any Incentive Plan in place that executive participates in based on the target bonus opportunity for the year of termination or any other approved bonus arrangement for the year of termination; plus (iii) Executive's spouse and dependent medical, dental and hospital benefits that would continue to be provided at Employer expense (either group or individual policy) after employment to the extent provided in Paragraph 6 above. The lump sum payment shall be paid no later than thirty days after the Date of Termination in immediately available United States funds. Notwithstanding the preceding provisions, at the Employer's sole discretion, the Employer may pay the amount determined as a lump sum in this Paragraph 9 in 36 equal monthly payments beginning on the first day of the month first following the Date of Termination.

10. Indemnification of Executive. The Executive shall be entitled to indemnification and defense by the Employer to the full extent allowed by law, subject to and in accordance with the execution of the Employer's customary Indemnification Agreement—as established from time to time by the Employer's Board of Directors—to protect the Employer's officers and directors in the ordinary and prudent exercise of their duties to the Employer — including the benefits of any insurance coverage that the Employer may purchase or have in effect. To the extent that any such insurance coverage may not be sufficient or applicable, the Executive shall have the right to reimbursement and indemnification by the Employer, in accordance with the Employer's Indemnification Agreement in effect at the time of any relevant loss or claim. Nothing in this Agreement shall be deemed to alter, amend, limit, or vary any of the terms of the Employer's duly approved Indemnification Agreement or its effective date, as modified from time to time within the sole discretion of the Employer's Board of Directors.

11. Mitigation of Damages. Executive shall not be required to mitigate damages, or the amount of any payment provided for under this Agreement by seeking other employment or otherwise. Except as otherwise provided above with respect to certain welfare benefits, the amount of any payment provided for under this Agreement shall not be reduced by any compensation earned by the Executive as the result of self-employment or employment by another employer or otherwise.

12. Tax Effect. If Independent Tax Counsel shall determine that the aggregate payments made and benefits provided to the Executive pursuant to this Agreement and any other payments and benefits provided to the Executive from the Employer, its affiliates and plans which constitute "parachute payments" as defined in Section 280G of the Code (or any successor provision thereto) ("Parachute Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount (determined by Independent Tax Counsel) such that after payment by the Executive of all taxes (including any Excise Tax) imposed upon the Gross-Up Payment and any interest or penalties imposed with respect to such taxes, the Executive retains from the Gross-Up Payment an amount equal to the Excise Tax imposed upon the payments. For purposes of this Paragraph, "Independent Tax Counsel" shall mean a lawyer, a certified public accountant with a nationally recognized accounting firm, or a compensation consultant with a nationally recognized actuarial and benefits consulting firm with expertise in the area of executive compensation tax law, who shall be selected by the Employer and shall be reasonably acceptable to the Executive, and whose fees and disbursements shall be paid by the Employer.

a) If Independent Tax Counsel shall determine that no Excise Tax is payable by the Executive, it shall furnish the Executive with a written opinion that the Executive has substantial authority not to report any Excise Tax on the Executive's Federal income tax return. If the Executive is subsequently required to make a payment of any Excise Tax, then the Independent Tax Counsel shall determine the amount of such additional payment ('Gross-Up Underpayment'), and any such Gross-Up Underpayment shall be promptly paid by the Employer to or for the benefit of the Executive. The fees and disbursements of the Independent Tax Counsel shall be paid by the Employer.

b) The Executive shall notify the Employer in writing within 15 days of any claim by the Internal Revenue Service that, if successful, would require the payment by the Employer of a Gross-Up Payment. If the Employer notifies the Executive in writing that it desires to contest such claim and that it will bear the costs and provide the indemnification as required by this sentence, the Executive shall:

(i) give the Employer any information reasonably requested by the Employer relating to such claim;

(ii) take such action in connection with contesting such claim as the Employer shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Employer;

(iii) cooperate with the Employer in good faith in order to effectively contest such claim; and

(iv) permit the Employer to participate in any proceedings relating to such claim; provided, however, that the Employer shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. The Employer shall control all proceedings taken in connection with such contest; provided, however, that if the Employer directs the Executive to pay such claim and sue for a refund, the Employer shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax, including interest or penalties with respect thereto, imposed with respect to such advance or with respect to any imputed income with respect to such advance.

c) If, after the receipt by the Executive of an amount advanced by the Employer pursuant to this Paragraph 12, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall, within 10 days, pay to the Employer the amount of such refund, together with any interest paid or credited thereon after taxes applicable thereto.

13 Section 409A. To the greatest extent permissible under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated thereunder (collectively, "Section 409A"), the payments to Executive under this Agreement are intended to be exempt from Section 409A, including pursuant to Treasury Regulation sections 1.409A-1(b)(4) (the "short term deferral" exemption) or 1.409A-1(b)(9) (the "separation pay" exemption), and shall be administered accordingly. Notwithstanding anything in this Agreement to the contrary:

(a) To the extent any amounts or benefits payable pursuant to this Agreement constitute "deferred compensation" (within the meaning of Section 409A) and are not exempt from the applicability of Section 409A, then the following shall be applicable under this Agreement:

(i) If any amount paid pursuant to this Agreement is deferred compensation within the meaning of Section 409A, payable as a result of a termination of the Executive's employment, and as of the date of termination of employment giving rise to payment of such amount the Executive is a Specified Employee, then amount(s) that would otherwise be payable during the six (6) month period immediately following such date of termination shall instead be paid, with interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code, on the first business day after the date that is six (6) months following the Executive's "separation from service" (within the meaning of Section 409A) (the "Delayed Payment Date"). As used in this Agreement, the term "Specified Employee" means a "specified employee" as defined in Section 409A(a)(2)(B)(i) of the Code. By way of clarification, "specified employee" means a "key employee" (as defined in Section 416(i) of the Code, disregarding Section 416(i)(5) of the Code) of Employer. The Executive shall be treated as a key employee if the Executive meets the requirement of Section 416(i)(1)(A)(i), (ii), or (iii) of the Code at any time during the twelve (12) month period ending on an "identification date." For purposes of any "Specified Employee" determination hereunder, the "identification date" shall mean the last day of each calendar year; and

(ii) Neither Employer nor the Executive or any other person or entity, acting alone or jointly, may exercise any discretion, through an amendment of this Agreement or otherwise, with respect to any payment under this Agreement which is not exempt from the requirements of Section 409A, regarding acceleration or other action or omission in respect of any such non-exempt payment, in a manner which would give rise to taxation under Section 409A.

14. Notices. Any notice provided for in this Agreement shall be given in writing. Notices shall be effective from the date of receipt if delivered personally to the party to whom notice is to be given, or on the second day after mailing if mailed by first class mail, postage prepaid. Notices shall be properly addressed to the parties at their respective addresses set forth below or to such other address as either party may later specify by notice to the other:

If to Employer:

Grove Inc.
1710 Whitney Mesa Drive
Henderson, NV 89014

If to Executive:

Andrew Norstrud
13046 Race Track Road #107
Tampa, FL 33628

15. Entire Agreement. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof, including, but not limited to, any and all prior employment agreements and related amendments entered into between the Employer and the Executive. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. Executive waives any rights under the Scribe Executive Agreement and (i) Executive agrees to sign and (ii) Employer agrees to cause its subsidiary, Scribe Solutions, Inc., to sign the termination agreement that terminates the Scribe Executive Agreement, in each case if the termination agreement has not been previously signed by the applicable party.

16. Waiver. The waiver by one party of a breach of any of the provisions of this Agreement by the other shall not be construed as a waiver of any subsequent breach.

17. Attorney's Fees. In the event of litigation or other dispute resolution proceeding involving the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other all fees, costs and expenses incurred in connection therewith, including attorney's fees through appeal.

18. Tax Withholding. The Employer shall have the right to deduct from all benefits and/or payments under the Agreement any taxes required by law to be paid or withheld with respect to such benefits or payments.

19. Governing Law; Venue. The Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

20. Paragraph Headings. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

21. Assignability. The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer. This Agreement is a personal employment agreement and the rights, obligations and interests of the Executive hereunder may not be sold, assigned, transferred, pledged or hypothecated.

22. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and shall in no way be impaired.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to account for more than one such counterpart.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EXECUTIVE

_____

Andrew J. Norstrud, individually

EMPLOYER

By: _____

Allan Marshall
Chief Executive Officer

EXHIBIT 10.6

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made and effective as of March 15, 2021 (the "Effective Date"), between Grove Inc., a Nevada Corporation, whose principal place of business is 1710 Whitney Mesa Drive, Henderson Nevada, 89014 (the "Company" or "Employer") and Allan Marshall, an individual whose address is in Tampa, Florida. (the "Executive"). This employment agreement supersedes any past employment agreements between Employer and Executive.

RECITALS

A. The Employer is a Nevada corporation and is principally engaged in the business of developing, manufacturing, bottling and selling CBD and CBD related products.

B. The Employer recognizes that the Executive's talents and abilities are unique, and have been integral to the success of the Employer and thus wishes to secure the ongoing services of the Executive on the terms and conditions set forth herein,

C. The Employer desires to employ the Executive and the Executive desires to be employed by the Employer.

D. The parties agree that a covenant not to compete is essential to the growth and stability of the Business of the Employer.

NOW, THEREFORE, in consideration of the mutual promises and agreements and covenants, and subject to the terms and conditions contained in this Agreement, the Employer and Executive, intending to be legally bound, hereby agree as follows:

1. Employment. Employer hereby employs Executive as Chief Executive Officer, and Executive hereby accepts employment by Employer, in accordance with and subject to the terms and conditions of this Agreement.

2. Duties and Authority. During the Employment Period (as hereinafter defined), Executive will occupy the position of Chief Executive Officer and report directly to the Board of Directors. As Chief Executive Officer, Executive shall be in charge of the Company and the Company operations and shall have full authority and responsibility, subject to the general direction and control of the Board of Directors of Employer (the "Board"), for formulating policies and administering the affairs of Employer in all respects, and otherwise performing such duties as are customarily performed by the Chief Executive Officer and member of the board of directors of a company of similar size and structure to Employer. Executive agrees to devote the necessary time, attention and best efforts to the performance of his duties hereunder; provided, however, it shall not be considered a violation of the foregoing for the Executive to serve on corporate, industry, civic, or charitable boards or committees, so long as such activities do not materially interfere with the performance of the Executive's responsibilities as an employee of the Employer in accordance with this Agreement.

3. Initial Term; Employment Period. The initial term of employment shall begin on March 15, 2021 and end on March 14, 2024 (the "Term of this Agreement"). The Term of this Agreement shall be extended automatically for one year on March 15, 2024 and each annual anniversary thereof (the "Extension Date") unless, and until, at least 90 days prior to the applicable Extension Date either the Employer or the Executive provides written notice to the other party that this Agreement is not to be extended (the later of May 15, 2024 or the last date to which the Term is extended shall be the "End of Term"). For purposes of this Agreement, the period beginning on March 15, 2021 and ending on the Date of Termination (as hereinafter defined) shall be referred to herein as the "Employment Period."

4. Compensation. During the Employment Period which is in the Term of this Agreement, Executive shall receive the following compensation:

a) Base Salary. A base annual salary of $460,000, payable in accordance with the Employer's standard practice for other senior executives. Executive's base salary shall be subject to annual review by the Board's Compensation Committee for discretionary periodic increases in accordance with the Employer's compensation policies. References to "Base Salary" in this Agreement shall be to the base salary set forth in this Paragraph 4.a and shall include any increases to such base salary made hereby.

b) Incentive Compensation. Executive shall be eligible for a discretionary or formula bonus as determined by the Board's Compensation Committee and be eligible to participate in one or more compensation plan(s) of Employer, subject to the terms and conditions of those plans.

5. Equity Incentives.

a) Equity Incentives - General. Stock options of Employer and other forms of equity compensation such as restricted stock, stock appreciation rights or phantom stock (collectively, "Equity Incentives") may be granted to executive from time to time at the discretion of the Compensation Committee of the Board of Directors (the "Compensation Committee").

6. Benefits. Executive Benefits. The Executive shall be entitled to participate in all benefit programs of the Company currently existing or hereafter made available to comparable executives.

a) Vacation. Executive shall be entitled to five (5) weeks of paid vacation during each calendar year and time off for all holidays as designated by the Employer. Unused vacation time will not be paid to Executive at calendar year end.

b) Expense Reimbursement. Subject to compliance with Employer's business expense reimbursement policies, Executive shall be entitled to reimbursement for all reasonable expenses, including meals, telephone, travel, and entertainment, incurred by Executive in the performance of his duties. Executive will maintain records and written receipts as required by federal and state tax authorities to substantiate expenses as an income tax deduction for Employer and shall submit vouchers for expenses for which reimbursement is made. Credit card receipts (American Express, etc.) and other receipts are acceptable along with other corroborative evidence.

c) Other Benefits. To the extent not otherwise provided herein (it being the intent not to duplicate benefits), Employer shall provide Executive with no less than the same type and level of other benefits provided by the Employer from time to time to its other executive officers as a group and Board members as a group if these are materially higher than what has been provided to Executive. These include, but are not limited to, life and health insurance benefits, participation in pension and profit-sharing plans, stock option and stock purchase plans, restricted stock grants, stock appreciation rights, and stock warrants.

7. Non-Compete and Non-Solicitation; Confidentiality. In consideration of the employment of Executive by Employer, Executive agrees as follows:

a) Non-Compete and Non-Solicitation. During the Employment Period and for a period of two (2) years after the Date of Termination, Executive will not, directly or indirectly, within a fifty (50) mile radius of any office of Employer (or a consolidated subsidiary) in existence on the Date of Termination, own, manage, be employed by, work for, consult for, be an officer or director of, advise, represent, engage in or carry on any business which competes with the Business of the Employer at that time. During the Employment Period and for a period of two (2) years after the Date of Termination, Executive will not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee of the Employer (or a consolidated subsidiary) to leave the Employer (or a consolidated subsidiary) for any reason whatsoever, or solicit the services of any employee of the Employer (or a consolidated subsidiary).

b) Non-Disclosure of Information. Executive will not at any time, during or after the term of this Agreement, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation, in any manner whatsoever, any information of any kind, nature, or description concerning any matters affecting or relating to the Business of the Employer, including, but not limited to, the names of any of its customers or prospective customers or any other information concerning the Business of the Employer, its manner of operation, its plans, its vendors, its suppliers, its advertising, its marketing, its methods, its practices, or any other information of any kind, nature, or description, without regard to whether any or all of the foregoing matters would otherwise be deemed confidential, material, or important; provided, however, that this provision shall not prevent disclosures by Executive to the extent such disclosures are (i) believed by the Executive, in good faith and acting reasonably, to be in the best interest of the Employer, (ii) of information that is public at the time of the disclosure (other than as a result of the Executive's violation of this Paragraph 7(b)), or (iii) as required by law or legal process (and, if the Executive is so required to disclose, Executive shall provide the Employer notice of such to allow the Company the opportunity to contest such disclosure).

8. Termination of Employment.

a) Death or Disability. The Executive's employment shall terminate automatically upon the Executive's death during the Employment Period. Additionally, if the Employer determines in good faith that the Executive has incurred a Disability, it may give the Executive written notice of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Employer shall terminate effective on the later of (i) the date in the notice, (ii) the day after receipt of such notice by the Executive, or (iii) the date the Disability has been considered to occur (the "Disability Effective Date"), provided that, prior to such date, the Executive shall not have returned to full-time performance of the Executive's duties.

b) Cause. The Employer may terminate the Executive's employment during the Employment Period for Cause. For purposes of this Agreement, "Cause" shall mean (i) a material breach by the Executive of the Executive's obligations under paragraph 2 above (other than as a result of temporary incapacity due to physical or mental illness, or Disability) which is demonstrably willful and deliberate on the Executive's part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Employer and which is not remedied in a reasonable period of time after receipt of written notice from the Employer specifying such breach; (ii) the conviction of the Executive of a felony; or (iii) a breach of the Executive's fiduciary duty to the Employer or willful violation in the course of performing his duties for the Employer of any law, rule or regulation (other than traffic violation or other minor offenses). (No act or failure to act on the Executive's part shall be considered willful unless done or omitted in bad faith and without reasonable belief that the action or omission was in the best interest of the Employer.)

c) Good Reason. The Executive's employment may be terminated by the Executive at any time for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the assignment to the Executive of any duties inconsistent in a material respect with the Executive's position (including status, offices, titles and reporting requirement that executive reports directly to the Employer's Board of Directors), authority, duties or responsibilities as contemplated by Paragraph 2[a] above or any other action by the Employer which results in a diminution in such position, authority, duties or responsibilities in a material respect (including the Executive no longer being the Chief Executive Officer or a Board member of the Employer or a publicly held company successor) that is not consented to by Executive;

(ii) a reduction in the Executive's Base Salary, which is more than*de minimis*;

(iii) any failure by the Employer to comply with any of the provisions of this Agreement in a material respect;

(iv) the Employer's requiring the Executive to be based at any office or location other than Tampa, Florida; or

(v) a Change of Control; For purposes of this Agreement, "Change in Control" shall mean the occurrence of any of the following events:

(A) one person or entity (or more than one person or entity acting as a "group" (as that term is defined in Section 409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires legal or beneficial ownership of stock of the Employer that, together with the stock held legally or beneficially by such person or group, constitutes more than 45 % of the total fair market value or total voting power of the stock of such corporation; or

(B) individuals who, as of the date of the signing of this Agreement, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided that any individual who becomes a director of the Company subsequent to the date of the signing of this Agreement, whose election, or nomination for election by the Company stockholders, was approved by the vote of at least a majority of the directors then in office shall be deemed a member of the Incumbent Board; or

(C) the sale of all or substantially all of the Employer's assets; or

(D) the merger of the Employer into or consolidation with another entity and, after giving effect to such merger or consolidation, the holders of stock of the Employer immediately prior to such merger or consolidation own less than 51% of the stock of the surviving entity after such merger or consolidation.

Notwithstanding Paragraph 6(c)(i) above, the Executive shall not have Good Reason if Executive is involved in a "group" (as defined above) which acquires a substantial portion of the Company's assets or stock. For purposes of this subparagraph c, any good faith reasonable determination of "Good Reason" made by the Executive shall be conclusive**.** However, no such event described hereunder shall constitute Good Reason unless the Executive has given written notice to the Employer specifying the event relied upon for such termination within 30 days after the occurrence of such event and the Employer has not remedied such within 60 days of receipt of such notice. The Employer and the Executive, upon mutual written agreement, may waive any of the foregoing provisions which would otherwise constitute Good Reason.

d) Notice of Termination. Any termination by the Employer for Cause, or by the Executive for Good Reason, shall be communicated to the other party by Notice of Termination. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon; (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment; and (iii) specifies the Date of Termination (as defined below). Notice of intent to terminate employment for Good Reason must be provided pursuant to Paragraph 8.c of this Agreement. The failure by the Executive or the Employer to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Employer hereunder or preclude the Executive or the Employer from asserting such fact or circumstance in enforcing the Executive's or the Employer's rights hereunder.

e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Employer for Cause, or by the Executive for Good Reason, the date specified in the Notice of Termination as the Date of Termination; (ii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be; and (iii) if the Executive's employment is terminated by either party other than for death, Disability, Cause or Good Reason, the date set forth in the notice required under subparagraph 8.d) above as the date the termination is to be effective.

9. Obligations of the Employer upon Termination. Upon termination of the Executive's employment for any reason during the Term of this Agreement, Executive shall be entitled to Base Salary and all benefits through the Date of Termination, and to exercise then vested stock options in accordance with and to the extent that exercise is approved by the Compensation Committee as provided in Paragraph 5.d above. Upon the termination of the Executive's employment during the Term of this Agreement by the Executive for Good Reason, or by the Employer for any reason other than Cause, Executive shall in addition be entitled to exercise the option(s) with accelerated vesting if and to the extent that exercise is approved by the Compensation Committee provided pursuant to Paragraph 5.d above. In addition, upon the termination of the Executive's employment during the Term of this Agreement by the Executive for Good Reason, or by the Employer for any reason other the Cause or death, the Executive shall be entitled to receive a lump sum payment equal to three (3) times the sum of (i) Executive's Base Salary as of the Date of Termination, and (ii) the Executive's target bonus opportunity under any Incentive Plan in place that executive participates in based on the target bonus opportunity for the year of termination or any other approved bonus arrangement for the year of termination; plus (iii) Executive's spouse and dependent medical, dental and hospital benefits that would continue to be provided at Employer expense (either group or individual policy) after employment to the extent provided in Paragraph 6 above. The lump sum payment shall be paid no later than thirty days after the Date of Termination in immediately available United States funds. Notwithstanding the preceding provisions, at the Employer's sole discretion, the Employer may pay the amount determined as a lump sum in this Paragraph 9 in 36 equal monthly payments beginning on the first day of the month first following the Date of Termination.

10. Indemnification of Executive. The Executive shall be entitled to indemnification and defense by the Employer to the full extent allowed by law, subject to and in accordance with the execution of the Employer's customary Indemnification Agreement—as established from time to time by the Employer's Board of Directors—to protect the Employer's officers and directors in the ordinary and prudent exercise of their duties to the Employer — including the benefits of any insurance coverage that the Employer may purchase or have in effect. To the extent that any such insurance coverage may not be sufficient or applicable, the Executive shall have the right to reimbursement and indemnification by the Employer, in accordance with the Employer's Indemnification Agreement in effect at the time of any relevant loss or claim. Nothing in this Agreement shall be deemed to alter, amend, limit, or vary any of the terms of the Employer's duly approved Indemnification Agreement or its effective date, as modified from time to time within the sole discretion of the Employer's Board of Directors.

11. Mitigation of Damages. Executive shall not be required to mitigate damages, or the amount of any payment provided for under this Agreement by seeking other employment or otherwise. Except as otherwise provided above with respect to certain welfare benefits, the amount of any payment provided for under this Agreement shall not be reduced by any compensation earned by the Executive as the result of self-employment or employment by another employer or otherwise.

12. Tax Effect. If Independent Tax Counsel shall determine that the aggregate payments made and benefits provided to the Executive pursuant to this Agreement and any other payments and benefits provided to the Executive from the Employer, its affiliates and plans which constitute "parachute payments" as defined in Section 280G of the Code (or any successor provision thereto) ("Parachute Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount (determined by Independent Tax Counsel) such that after payment by the Executive of all taxes (including any Excise Tax) imposed upon the Gross-Up Payment and any interest or penalties imposed with respect to such taxes, the Executive retains from the Gross-Up Payment an amount equal to the Excise Tax imposed upon the payments. For purposes of this Paragraph, "Independent Tax Counsel" shall mean a lawyer, a certified public accountant with a nationally recognized accounting firm, or a compensation consultant with a nationally recognized actuarial and benefits consulting firm with expertise in the area of executive compensation tax law, who shall be selected by the Employer and shall be reasonably acceptable to the Executive, and whose fees and disbursements shall be paid by the Employer.

a) If Independent Tax Counsel shall determine that no Excise Tax is payable by the Executive, it shall furnish the Executive with a written opinion that the Executive has substantial authority not to report any Excise Tax on the Executive's Federal income tax return. If the Executive is subsequently required to make a payment of any Excise Tax, then the Independent Tax Counsel shall determine the amount of such additional payment ('Gross-Up Underpayment'), and any such Gross-Up Underpayment shall be promptly paid by the Employer to or for the benefit of the Executive. The fees and disbursements of the Independent Tax Counsel shall be paid by the Employer.

b) The Executive shall notify the Employer in writing within 15 days of any claim by the Internal Revenue Service that, if successful, would require the payment by the Employer of a Gross-Up Payment. If the Employer notifies the Executive in writing that it desires to contest such claim and that it will bear the costs and provide the indemnification as required by this sentence, the Executive shall:

(i) give the Employer any information reasonably requested by the Employer relating to such claim;

(ii) take such action in connection with contesting such claim as the Employer shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Employer;

(iii) cooperate with the Employer in good faith in order to effectively contest such claim; and

(iv) permit the Employer to participate in any proceedings relating to such claim; provided, however, that the Employer shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. The Employer shall control all proceedings taken in connection with such contest; provided, however, that if the Employer directs the Executive to pay such claim and sue for a refund, the Employer shall advance the amount of such payment to the Executive, on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax, including interest or penalties with respect thereto, imposed with respect to such advance or with respect to any imputed income with respect to such advance.

c) If, after the receipt by the Executive of an amount advanced by the Employer pursuant to this Paragraph 12, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall, within 10 days, pay to the Employer the amount of such refund, together with any interest paid or credited thereon after taxes applicable thereto.

13 Section 409A. To the greatest extent permissible under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated thereunder (collectively, "Section 409A"), the payments to Executive under this Agreement are intended to be exempt from Section 409A, including pursuant to Treasury Regulation sections 1.409A-1(b)(4) (the "short term deferral" exemption) or 1.409A-1(b)(9) (the "separation pay" exemption), and shall be administered accordingly. Notwithstanding anything in this Agreement to the contrary:

(a) To the extent any amounts or benefits payable pursuant to this Agreement constitute "deferred compensation" (within the meaning of Section 409A) and are not exempt from the applicability of Section 409A, then the following shall be applicable under this Agreement:

(i) If any amount paid pursuant to this Agreement is deferred compensation within the meaning of Section 409A, payable as a result of a termination of the Executive's employment, and as of the date of termination of employment giving rise to payment of such amount the Executive is a Specified Employee, then amount(s) that would otherwise be payable during the six (6) month period immediately following such date of termination shall instead be paid, with interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code, on the first business day after the date that is six (6) months following the Executive's "separation from service" (within the meaning of Section 409A) (the "Delayed Payment Date"). As used in this Agreement, the term "Specified Employee" means a "specified employee" as defined in Section 409A(a)(2)(B)(i) of the Code. By way of clarification, "specified employee" means a "key employee" (as defined in Section 416(i) of the Code, disregarding Section 416(i)(5) of the Code) of Employer. The Executive shall be treated as a key employee if the Executive meets the requirement of Section 416(i)(1)(A)(i), (ii), or (iii) of the Code at any time during the twelve (12) month period ending on an "identification date." For purposes of any "Specified Employee" determination hereunder, the "identification date" shall mean the last day of each calendar year; and

(ii) Neither Employer nor the Executive or any other person or entity, acting alone or jointly, may exercise any discretion, through an amendment of this Agreement or otherwise, with respect to any payment under this Agreement which is not exempt from the requirements of Section 409A, regarding acceleration or other action or omission in respect of any such non-exempt payment, in a manner which would give rise to taxation under Section 409A.

14. Notices. Any notice provided for in this Agreement shall be given in writing. Notices shall be effective from the date of receipt if delivered personally to the party to whom notice is to be given, or on the second day after mailing if mailed by first class mail, postage prepaid. Notices shall be properly addressed to the parties at their respective addresses set forth below or to such other address as either party may later specify by notice to the other:

If to Employer:

Grove Inc.
1710 Whitney Mesa Drive
Henderson, NV 89014

If to Executive:

Allan Marshall
xxxx
xxxx

15. Entire Agreement. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof, including, but not limited to, any and all prior employment agreements and related amendments entered into between the Employer and the Executive. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. Executive waives any rights under the Scribe Executive Agreement and (i) Executive agrees to sign and (ii) Employer agrees to cause its subsidiary, Scribe Solutions, Inc., to sign the termination agreement that terminates the Scribe Executive Agreement, in each case if the termination agreement has not been previously signed by the applicable party.

16. Waiver. The waiver by one party of a breach of any of the provisions of this Agreement by the other shall not be construed as a waiver of any subsequent breach.

17. Attorney's Fees. In the event of litigation or other dispute resolution proceeding involving the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other all fees, costs and expenses incurred in connection therewith, including attorney's fees through appeal.

18. Tax Withholding. The Employer shall have the right to deduct from all benefits and/or payments under the Agreement any taxes required by law to be paid or withheld with respect to such benefits or payments.

19. Governing Law; Venue. The Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

20. Paragraph Headings. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

21. Assignability. The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer. This Agreement is a personal employment agreement and the rights, obligations and interests of the Executive hereunder may not be sold, assigned, transferred, pledged or hypothecated.

22. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and shall in no way be impaired.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to account for more than one such counterpart.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EXECUTIVE

_____
Allan Marshall, individually

EMPLOYER

By: _____
Andrew J. Norstrud
Chief Financial Officer

GROVE, INC.
AUDIT COMMITTEE CHARTER

February 27, 2021

Organization

This charter governs the operations of the Audit Committee (the "Committee"). The Committee shall be appointed by Board of Directors (the "Board") of Grove, Inc. (the "Company") and shall consist of at least three members, each of whom must be (i) an Independent Director as defined under Rule 5605(a)(2) of the Nasdaq Listing Rules; (ii) meet the criteria for independence set forth in Rule 10A-3(b)(1) under the Securities and Exchange Act of 1934 (the "Act") (subject to the exemptions provided in Rule 10A-3(c) under the Act); (iii) not have participated in the preparation of the financial statements of the Company or any current subsidiary of the Company at any time during the past three years; and (iv) be able to read and understand fundamental financial statements, including a Company's balance sheet, income statement, and cash flow statement.

Additionally, least one member shall be an "audit committee financial expert," as defined by rules of the Securities and Exchange Commission (the "SEC"), who has past employment experience in finance or accounting, requisite professional certification in accounting, or any other comparable experience or background which results in the individual's financial sophistication, including being or having been a chief executive officer, chief financial officer or other senior officer with financial oversight responsibilities.

No member of the Committee may serve on the audit committee of more than three public companies, including the Company, unless the Board has determined that such simultaneous service would not impair the ability of such member to effectively serve on the Committee. Any such determination must be disclosed in the Company's annual proxy statement, or, if the Company does not file an annual proxy statement, in its annual report on Form 10-K.

The Committee shall meet at least quarterly. The Committee shall establish its own schedule of meetings. The Committee may also act by unanimous written consent of its members. The Committee shall meet separately and periodically with management and the independent registered public accountants, and shall report regularly to the Board with respect to its activities.

Purpose

The purpose of the Committee shall be to:

- Provide assistance to the Board in fulfilling its oversight responsibility to the shareholders, potential shareholders, the investment community, and others relating to: (i) the integrity of the Company's financial statements; (ii) the effectiveness of the Company's internal control over financial reporting; (iii) the Company's compliance with legal and regulatory requirements; (iv) the independent registered public accounting firm's qualifications and independence; (v) and the performance of the Company's independent registered public accountants.

- Prepare the Audit Committee report that SEC rules require to be included in the Company's annual proxy statement.

In fulfilling its purpose, it is the responsibility of the Committee to maintain free and open communication between the Committee, independent registered public accountants, and management of the Company, and to determine that all parties are aware of their responsibilities.

Authority

In discharging its role, the Committee is empowered to inquire into any matter that it considers appropriate to carry out its responsibilities, with access to all books, records, facilities and personnel of the Company, and, subject to the direction of the Board, the Committee is authorized and delegated the authority to act on behalf of the Board with respect to any matter it determines to be necessary or appropriate to the accomplishment of its purposes.

The Committee shall have authority to retain, direct and oversee the activities of, and to terminate the engagement of, the Company's independent auditor and any other accounting firm retained by the Committee to prepare or issue any other audit report or to perform any other audit, review or attest services and any legal counsel, accounting or other advisor or consultant hired to assist the Committee, all of whom shall be accountable to the Committee.

Duties and Responsibilities

The Committee has the responsibilities and powers set forth in this Charter. Management is responsible for the preparation, presentation, and integrity of the Company's financial statements, for the appropriateness of the accounting principles and reporting policies that are used by the Company and for establishing and maintaining internal control over financial reporting. The independent registered public accountants are responsible for auditing the Company's financial statements and for reviewing the Company's unaudited interim financial statements.

The Committee will take appropriate actions to monitor the overall quality of financial reporting, sound business risk practices, and ethical behavior.

The following shall be the principal duties and responsibilities of the Committee. These are set forth as a guide with the understanding that the Committee may supplement them as appropriate.

1. The Committee shall be directly responsible for the appointment, compensation, retention, and oversight of the work of the independent registered public accountants (including resolution of disagreements between management and the auditor regarding financial reporting and internal control-related matters) for the purpose of preparing or issuing an audit report or performing other audit, review, or attest services for the Company, and the independent registered public accountants must report directly to the Committee.

2. At least annually, the Committee shall obtain and review a report by the independent registered public accountants describing: (i) the firm's internal quality control procedures; (ii) any material issues raised by the most recent internal quality control review, or peer review, of the firm, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the firm, and any steps taken to deal with any such issues; and (iii) all relationships between the independent registered public accountants and the Company (to assess the auditors' independence).

3. After reviewing the foregoing report and the independent registered public accountants' work throughout the year, the Committee shall evaluate the auditors' qualifications, performance and independence. Such evaluation should include the review and evaluation of the lead audit partner and take into account the opinions of management.

4. The Committee shall determine that the independent registered public accounting firm has a process in place to address the rotation of the lead audit partner and other audit partners serving the account as required under the SEC independence rules.

5. The Committee shall pre-approve all audit and non-audit services provided by the independent registered public accountants, including specific pre-approval of internal control-related services, and shall receive certain disclosure, documentation, and discussion of non-prohibited tax services by the independent registered public accountant. The Committee shall not engage the independent registered public accountants to perform non-audit services proscribed by law or regulation. The Committee may delegate pre-approval authority to a member of the Audit Committee. The decisions of any Committee member to whom pre-approval authority is delegated must be presented to the full Committee at its next scheduled meeting.

6. The Committee shall discuss with the independent registered public accountants the overall scope and plans for their audits, including the adequacy of staffing and budget or compensation.

7. The Committee shall regularly review with the independent registered public accountants any audit problems or difficulties encountered during the course of the audit work, including any restrictions on the scope of the independent registered public accountants' activities or access to requested information, and management's response. The Committee should review any accounting adjustments that were noted or proposed by the auditors but were "passed" (as immaterial or otherwise); any significant consultations between the audit team and the audit firm's national office on matters that are required to be disclosed to the Committee; and any "management" or "internal control" letter issued, or proposed to be issued, by the audit firm to the Company.

8. The Committee shall meet to review and discuss the quarterly financial statements with management and the independent registered public accountants prior to the release of earnings to the public and prior to the filing of the Company's Quarterly Report on Form 10-Q. Also, the Committee shall discuss the results of the quarterly review and any other matters required to be communicated to the Committee by the independent registered public accountants under the standards of the Public Company Accounting Oversight Board (United States) (the "PCAOB"). The chairperson of the Committee may represent the entire Committee for the purposes of these reviews.

9. The Committee shall meet to review and discuss the annual audited financial statements, including Management's Discussion and Analysis of Financial Condition and Results of Operations, with management and the independent registered public accountants prior to the release of earnings to the public and prior to the filing of the Company's Annual Report on Form 10-K (or the annual report to shareholders if distributed prior to the filing of Form 10-K). Also, the Committee shall discuss the results of the annual audit and any matters required to be communicated to the Committee by the independent registered public accountants under the standards of the PCAOB.

10. The Committee's review of the financial statements shall include: (i) major issues regarding accounting principles and financial statement presentations, including any significant changes in the Company's selection or application of accounting principles, and significant matters regarding internal control over financial reporting that have come to the attention of the independent registered public accountants during the conduct of their audits; (ii) discussions with management and the independent registered public accountants regarding significant financial reporting issues and judgments made in connection with the preparation of the financial statements and the reasonableness of those judgments, including consideration of the effects of alternative GAAP methods on the financial statements; (iii) consideration of the effect of regulatory and accounting initiatives, as well as off-balance sheet structures, on the financial statements; (iv) consideration of the judgment of both management and the independent registered public accountants about the quality, not just the acceptability of accounting principles; and (v) the clarity of the disclosures in the financial statements.

11. The Committee shall receive and review a report from the independent registered public accountants, prior to the filing of the Company's Annual Report on Form 10-K (or the annual report to shareholders if distributed prior to the filing of Form 10-K), on all critical accounting policies and practices of the Company; all material alternative treatments of financial information within generally accepted accounting principles that have been discussed with management, including the ramifications of the use of such alternative treatments and disclosures and the treatment preferred by the independent registered public accountants; and other material written communications between the independent registered public accountants and management.

12. The Committee shall review and approve all related party transactions required to be disclosed pursuant to SEC Regulation S-K, Item 404, and discuss with management the business rationale for the transactions and whether appropriate disclosures have been made.

13. The Committee shall review management's report on its assessment of the effectiveness of internal control over financial reporting as of the end of each fiscal year and the independent registered public accountants' report on the effectiveness of internal control over financial reporting.

14. The Committee shall discuss with management and the independent registered public accountant's management's process for assessing the effectiveness of internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act.

15. The Committee shall discuss with the independent registered public accountants the characterization of deficiencies in internal control over financial reporting and any differences between management's assessment of the deficiencies and the independent registered public accountants. The Committee shall also discuss with management its remediation plan to address internal control deficiencies. The Committee shall determine that the disclosures describing any identified material weaknesses and management's remediation plans are clear and complete.

16. The Committee shall discuss with management its process for performing its required quarterly certifications under Section 302 of the Sarbanes-Oxley Act.

17. The Committee shall discuss with management and the independent registered public accountants any (i) changes in internal control over financial reporting that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting that are required to be disclosed and (ii) any other changes in internal control over financial reporting that were considered for disclosure in the Company's periodic filings with the SEC.

18. The Committee shall review with management the Company's overall internal control programs.

19. The Committee shall review the Company's compliance and ethics programs, including consideration of legal and regulatory requirements, and shall review with management its periodic evaluation of the effectiveness of such programs. The Committee shall review the Company's code of conduct and programs that management has established to monitor compliance with such code. The Committee shall receive any corporate attorneys' reports of evidence of a material violation of securities laws or breaches of fiduciary duty by the Company.

20. The Committee shall discuss the Company's policies with respect to risk assessment and risk management, including the risk of fraud. The Committee shall also discuss the Company's major financial risk exposures and the steps management has taken to monitor and control such exposures.

21. The Committee shall establish procedures for the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters, and the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

22. The Committee shall set clear hiring policies for employees or former employees of the independent registered public accountants that meet the SEC regulations and stock exchange listing standards.

23. The Committee shall retain such outside legal, accounting, or other advisers as it considers necessary in discharging its oversight role. The Committee shall approve, and the Company shall pay, the fees and expenses for: (i) compensation to the independent registered public accounting firm engaged for the purpose of preparing or issuing audit reports or performing other audit, review, or attest services for the Company; (ii) compensation to any advisers employed by the Committee; and (iii) ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.

24. The Committee shall review and discuss the Company's earnings releases and any financial information or earnings guidance given to financial analysts and credit rating agencies.

25. The Committee shall hold separate meetings with management, the Company's auditors and the Company's internal audit department or third-party provider (to ensure that the Committee can effectively exercise its oversight duties).

26. The Committee shall report regularly to the Board any issues that arise regarding the Company's financial statements, legal and regulatory compliance, the auditors' qualifications and independence and performance of the Company's internal audit department (or third-party providers) and auditors.

27. The Committee shall perform an evaluation of its performance at least annually to determine whether it is functioning effectively. The Committee also shall discuss with the independent registered public accountants the accountants' observations related to the effectiveness of the Committee.

28. The Committee shall review and reassess the charter at least annually and obtain the approval of the Board.

GROVE, INC.
COMPENSATION COMMITTEE CHARTER

February 27, 2021

Committee's Purpose

The Compensation Committee (the "Committee") is appointed by the Board of Directors (the "Board") to discharge the Board's responsibilities relating to compensation of the Company's directors and officers. The Committee has overall responsibility for approving and evaluating the director and officer compensation plans, policies and programs of the Company.

Committee Membership and Meetings

The Committee shall consist of at least two members. The members of the Committee must be Independent Directors, as defined under Rule 5605(a)(2) of the Nasdaq Listing Rules.

The members of the Committee shall be directors of the Company and shall be appointed by the Board. Each appointed member of the Committee shall serve for such term or terms as the Board may determine or until earlier resignation or death, and may be removed by the Board at any time, with or without cause. Unless the Board elects a chairperson of the Committee (a "Chairperson"), the Committee shall elect a Chairperson by majority vote. Each Committee member shall have one vote. Committee members shall serve for a period of one year unless a member resigns or is replaced by the Board. Committee members may be removed by a majority vote of the Board.

The Committee shall meet as often as necessary to carry out its responsibilities. Meetings shall be called by the Chairperson of the Committee. A majority of the members shall constitute a quorum, and a majority of the members present shall be required to act on Committee business. The Committee may take action in the absence of a meeting by unanimous written consent of all members.

The Chairperson of the Committee shall be responsible for scheduling meetings, establishing agendas and conducting the meetings of the Committee. Minutes for all meetings shall be prepared to document the Committee's discharge of its responsibilities, and the minutes shall be approved by the Committee members.

The Committee shall determine which officers of the Company or other visitors to invite to the Committee's meetings. In the sole discretion of the Committee, the Committee may meet in executive session at any time.

Committee Authority and Responsibilities

1. *Compensation Philosophy.* In consultation with senior management, the Committee shall establish the Company's general compensation philosophy, and it shall oversee the development of executive compensation programs. The Committee shall periodically review the Company's executive compensation programs and make any modifications that it deems advisable.

2. *Chief Executive Officer.* The Committee shall set corporate goals and objectives relevant to the Chief Executive Officer's compensation. In determining the incentive component of the Chief Executive Officer's compensation, the Committee should consider the Company's performance and relative stockholder return, the value of similar incentive awards to the chief executive officers at comparable companies, and the awards given to the Company's Chief Executive Officer in past years. The Committee shall annually review and evaluate the Chief Executive Officer's performance in light of those goals and objectives. The Committee shall have the sole authority to approve, amend or terminate these goals and objectives and to determine all compensation levels based on this evaluation, including the following: (a) annual base salary level, (b) annual incentive opportunity level, (c) long-term incentive opportunity level, (d) employment agreements or severance arrangements, and (e) any special or supplemental benefits.

3. *Other Officers.* The Committee shall annually review and have the sole authority to approve, amend or terminate for the officers of the Company (other than the Chief Executive Officer) all compensation, including the following: (a) annual base salary level, (b) annual incentive opportunity level, (c) long-term incentive opportunity level, (d) employment agreements or severance arrangements, and (e) any special or supplemental benefits.

4. *Directors*. The Committee shall present to the Board their recommendations to approve, amend or terminate for directors (a) the annual compensation, and (b) any additional compensation for service on committees of the Board, service as a committee chairperson, meeting fees or any other benefit payable by virtue of the director's position as a member of the Board.

5. *Compensation and Benefit Plans.* The Committee shall have the sole authority to approve, amend or terminate incentive-compensation plans, retirement plans, deferred compensation plans and any equity-based plans, including the approval, amendment or termination of any tax-qualified plan or section 125 plan, except as provided in Paragraph *6* of this Charter. With respect to any funded employee benefit plan covering employees of the Company, the Committee shall have the sole authority to appoint and remove various plan trustees, members of administrative committees and plan administrators. The Committee shall have the sole authority to administer any equity- based compensation plans, including determining awards to be granted under such plans.

6. *Ratification Required by the Board.* The Committee shall present as a recommendation to the Board any action that is required by law or regulation to be submitted to the stockholders of the Company for approval.

7. *Proxy Statement.* The Committee shall prepare or review any reports on director and officer compensation to be included in the Company's proxy statements, as required by applicable regulations of the Securities and Exchange Commission.

8. *Competitive Compensation Position.* The Committee shall annually assess the Company's competitive position for each component of officer compensation by reviewing market data for appropriate peer companies.

9. *Cash Effect.* The Committee shall monitor the cumulative cash effect on the Company caused by bonus and other cash-based incentive plans of the Company, especially in relation to the Company's net income for the applicable year(s).

10. *Report to the Board.* Following each action by the Committee, the Committee shall make a report to the Board at the next regularly scheduled meeting of the Board.

11. *Charter Review.* The Committee shall review and assess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.

12. *Committee Performance Evaluation.* The Committee shall annually review its own performance. The results of such self-assessment shall be presented to the Board at the next regularly scheduled meeting of the Board.

13. *Additional Activities.* The Committee shall perform any other activities consistent with this Charter, the Company's By-laws and applicable law, as the Committee deems appropriate to carry out its assigned responsibilities or as requested by the Board.

Compensation Consultant; Advisor

The Committee may, in its sole discretion, retain or obtain the advice of a compensation consultant, legal counsel or other advisor. The Committee shall be directly responsible for the appointment, compensation and oversight of the work of any compensation consultant, legal counsel and other advisor retained by the Committee. The Company shall provide for appropriate funding, as determined by the Committee, for payment of reasonable compensation to a compensation consultant, legal counsel or any other advisor retained by the Committee.

Before engaging or receiving advice from a compensation consultant, external legal counsel or any other advisor, the Committee shall consider the independence of each such advisor by taking into account the following factors and any other factors required by the Nasdaq Stock Market or the SEC and corresponding rules that may be amended from time to time, including any exceptions permitted by such rules:

(i) the provision of other services to the Company by the person that employs the compensation consultant, legal counsel or other advisor (the "Advisory Firm");

(ii) the amount of fees received from the Company by the Advisory Firm, as a percentage of the total revenue of the Advisory Firm;

(iii) the policies and procedures of the Advisory Firm or other advisor that are designed to prevent conflicts of interest;

(iv) any business or personal relationship of the compensation consultant, legal counsel or other advisor with a member of the Committee;

(v) any stock of the Company owned by the compensation consultant, legal counsel or other advisor; and

(vi) any business or personal relationship of the compensation consultant, legal counsel, other advisor or the Advisory Firm.

GROVE, INC
CHARTER OF THE NOMINATION AND GOVERNANCE COMMITTEE
OF THE BOARD OF DIRECTORS

February 27, 2021

I. ROLE AND OBJECTIVE

The Nominating and Governance Committee (the "Committee") is appointed by and reports to the Board of Directors (the "Board") of Grove, Inc. (the "Company"). It has been established to (i) establish criteria for Board membership and corporate officer qualifications, (ii) identify and recommend qualified individuals to become Board members, Board committee members, and officers of the Company, (iii) lead the Board in monitoring the performance of the Chief Executive Officer (the "CEO"), and other senior management of the Company, to ensure that it has the skills and expertise needed to enable the Company to achieve its goals, performance and strategies, including proper succession planning (iv) oversee the corporate governance of the Company, including the development, recommendation and review of corporate governance guidelines for the Company (iv) review corporate governance trends (v) oversee the annual review of the Board's performance.

II. COMPOSITION

The Committee shall consist of at least three members. Each Committee member shall have no material relationship with the Company and shall, in the Board's judgment, meet the independence requirements of the Nasdaq Stock Exchange (subject to the limited exception under Rule 5605(e)(3) of the Nasdaq Listing Rules). The Board shall designate one Committee member as the Committee's chair. Members of the Committee shall be appointed annually by the Board and shall serve at the pleasure of the Board.

No person may be made a member of the Committee if such service on the Committee would violate any restriction on service imposed by any rule or regulation of the United States Securities and Exchange Commission or any securities exchange or market on which shares of the Company's common stock are traded.

III. MEETINGS, OPERATIONS, SUPPORT, AND DELEGATION

The Committee shall adhere to the following operating requirements:

1. The Committee shall meet at least once a year, or more often as circumstances require. The Committee may meet in person, by telephone conference call, or by any other means permitted by law or the Company's bylaws. Without a meeting, the Committee may act by unanimous written consent of all members.

2. A majority of the members of the Committee shall constitute a quorum. The Committee shall act on the affirmative vote of a majority of members present at a meeting at which a quorum is present.

3. The Committee shall maintain written minutes of its meetings which shall be filed with the books and records of the Company. The Committee shall report the significant actions of the Committee to the Board with such recommendations, as the Committee deems appropriate.

4. The Committee may establish its own rules of procedure, which shall be consistent with the bylaws of the Company and this Charter.

5. The Committee may invite to its meetings any non-management Director that is not a member of the Committee. Additionally, the Committee may invite to its meetings any officer of the Company or such other person, as it deems appropriate in order to carry out its responsibilities.

6. The Committee has the sole authority to retain any independent search or other consultants to be used to identify potential director and/or corporate officer nominees, and to terminate any such search, in its sole discretion, and has sole authority to approve related fees and other retention provisions.

7. The Committee shall have direct access to, and complete and open communication with, the Company's management and may obtain advice and assistance from internal legal, accounting or other advisors to assist it. The Committee may retain independent legal, accounting or other advisors to assist it, and may determine compensation for such advisors, and the Company shall be responsible for any costs or expenses so incurred.

8. The Committee may delegate specific responsibilities to one or more individual Committee members and/or one or more subcommittees all or any portion of the Committee's authority, duties and responsibilities to the extent permitted by law, regulation, listing standards, and the governing documents of the Company.

IV. AUTHORITY AND RESPONSIBILITIES

The Committee shall have the following authority and responsibilities:

1. The Committee will annually propose to the Board a slate of nominees for election by the shareholders and prospective director candidates in the event of the resignation, death, removal or retirement of directors or a change in Board composition requirements.

2. The Committee will develop a matrix of the skills and experience most critical to the Corporation's success, and use this matrix to continually match the qualifications of current and potential directors to the Corporation's needs.

3. The Committee will evaluate the suitability of potential nominees for membership on the Board, taking into consideration the Board's current composition, including expertise; gender, cultural and geographical diversity; and the general qualifications of the potential nominees, including: (i) courage, integrity and honesty (ii) the ability to exercise sound, mature and independent business judgment (iii) recognized leadership in business or professional activity (iv) a background and experience which will complement the talents of the other Board members (v) willingness and capability to take the time to actively participate in Board and Committee meetings and related activities (vi) ability to work professionally and effectively with other Board members and Gove management (vii) availability to remain on the Board and its Committees long enough to make an effective contribution (viii) absence of material relationships with competitors or other third parties that could present realistic possibilities of conflict of interest or legal issues (ix) ability to work congenially and collaboratively with board colleagues. The Committee will ensure that all necessary and appropriate inquiries are made into the backgrounds and qualifications of such candidates.

4. The Committee will lead the search for individuals qualified to become Board members for recommendation to the Board, including evaluating persons recommended by other Directors, management, and stockholders. All potential nominees must first be considered and recommended by the Committee before being formally considered by the Board. The Committee will conduct searches for, interview, evaluate and review the backgrounds of, prospective Board member candidates.

5. The Committee will develop, periodically review, and recommend to the Board the criteria for Board membership, including the skills, experience and other qualities required for effective functioning of the Board.

6. The Committee will assist the Board with its determination of the independence of its members.

7. The Committee will consider the resignation of a director and inform the Board as to whether or not it recommends that the Board accept the resignation.

8. The Committee will develop and periodically review criteria for the evaluation of incumbent Board members. The Committee shall evaluate the qualifications and performance of incumbent Board members and decide whether to recommend them for re-election.

9. The Committee will recommend to the Board for its approval the slate of officers for the Company, and will recommend to the Board for its approval the membership of the Board's committees. In nominating a director for a committee membership, the Committee shall take into consideration the factors set forth in that committee's charter, if any.

10. The Committee will review periodically the size and composition of the Board and Committees, and recommend to the Board changes as appropriate. The Committee will monitor the Board size and composition to ensure that a majority of directors are "independent directors" within the meaning of any laws, rules and regulations applicable to the Company.

11. The Committee will monitor trends, changes in law and listing standards, as well as best practices in corporate governance, and to periodically review the Board's corporate governance guidelines and recommend changes as it deems appropriate in those guidelines, in the corporate governance provisions of the Company's By-Laws, and in the policies and practices of the Board in light of such trends, changes and best practices as appropriate. The Committee shall have oversight over the Company's corporate governance guidelines and policies governing the Board as they relate to matters concerning the selection of individuals to serve on the Board.

12. The Committee will periodically review the Company's Ethics and Compliance Program, including significant compliance allegations with the Company's General Counsel and/or whoever in management is responsible for Compliance, each of who will have the authority to communicate directly with the Committee about actual and alleged violations of law or of the Company's Code of Conduct. The Committee will oversee the Company's Code of Conduct and policies and procedures for monitoring compliance.

13. The Committee will review shareholder proposals relating to governance matters and management's proposed response to such proposals.

14. The Committee will oversee and approve the process and guidelines for the annual evaluation of the performance and effectiveness of the Independent Lead Director, the Board, and its committees, including the communication of the results of such evaluations to the full Board. The Committee will oversee the annual evaluation of the Board and report to the Board.

15. The Committee may periodically recommend to the Board changes to the size of any committee or to the Board's committee structure.

16. The Committee will annually review and make recommendations to the Board regarding new Director orientation and Director continuing education on governance issues.

17. The Committee will periodically review with the Board committee rotation practices. The Committee will recommend to the Board, as needed, the formation of ad hoc committees of the Board to deal with specific issues, as well as the membership and chairs of ad hoc committees, and for the assignment of specific tasks to individual members of the Board.

18. The Committee will advise the Board on succession planning.

19. The Committee will periodically review the Board's leadership structure, recommend changes to the Board as appropriate, and make recommendations to the Board's independent Directors regarding the appointment and duties of the lead independent director.

20. The Committee will review the director compensation program, as necessary and appropriate, and recommend changes to the Board. The Committee is also responsible for reviewing the Company's directors and officer's insurance.

21. The Committee will review and approve related person transactions in accordance with the Company's Related Person Transactions policy and associated disclosure. Report approved related person transactions to the Board.

22. As it determines appropriate, the Committee will consider matters regarding social responsibility and environmental and sustainability matters and make recommendations to the Board regarding, or take action with respect to, such matters.

23. The Committee will have such other authority, duties or responsibilities as may be delegated to the Committee by the Board.

CODE OF BUSINESS CONDUCT AND ETHICS

TABLE OF CONTENTS

1 INTRODUCTION

1.1 PURPOSE

This Code of Business Conduct and Ethics ("Code") contains general guidelines for conducting the business of the Company consistent with the highest standards of business ethics. In many cases, the Company has adopted specific written policies to implement various provisions of this Code. To the extent this Code or those policies require a higher standard than required by commercial practice or applicable laws, we adhere to the higher standard.

This Code applies to all of our directors, officers and employees. Except where otherwise noted, all persons covered by this Code are referred to as "Company employees" or simply "employees."

1.2 RESPONSIBILITIES AND BEHAVIORS

The Company is committed to the highest ethical standards in the conduct of its business and therefore the integrity of each employee, officer, and director is of paramount importance. All employees, officers, and directors are accountable for their actions and must conduct themselves with the utmost integrity. As part of conducting business ethically, employees, officers, and directors must conduct business in strict observance of all applicable federal, state, and local laws and regulations as set forth by those bodies that regulate the Company's business, and those that regulate public companies, such as the Securities and Exchange Commission. Persons who act unethically or violate this Code and supplementing written policies may be subject to disciplinary action, up to and including termination or removal, and, if applicable, referral to the appropriate authorities for prosecution.

As a representative of the Company, your responsibility is to act ethically and with the highest level of integrity. Employees who violate the law or this Code may expose themselves to substantial civil damages, criminal fines and prison. The Company may also face substantial fines and penalties, and many incur damage to its reputation and standing in the community. If you are unclear about the appropriate response to a particular situation, it is your responsibility to use all the resources available to you to seek guidance. One point should be clear: each employee, officer and director are individually responsible for his or her own actions.

1.3 SUPERVISORY RESPONSIBILITY

It is incumbent upon supervisors to take every opportunity to model behaviors consistent with our core values and this Code. If you are a supervisor, you are expected to demonstrate the highest standards of ethical conduct by encouraging open and honest discussions of the ethical, legal, and regulatory implications of business decisions, and by creating an open and supportive environment where your employees are comfortable asking questions, raising concerns and reporting misconduct. You should also ensure that everyone under your supervision clearly understands the legal and ethical expectations of the Company, including all aspects of the Code, policies and applicable laws. You must also work with the Human Resources department when you become aware of any suspected violations of this Code.

1.4 SEEKING HELP AND INFORMATION

This Code is not intended to be a comprehensive rulebook and cannot address every situation that you may face. If you feel uncomfortable about a situation or have any doubts about whether it is consistent with the Company's ethical standards, seek help. We encourage you to contact your supervisor for help first. If your supervisor cannot answer your question or if you do not feel comfortable contacting your supervisor, contact the Chief Financial Officer or send an inquiry through the Company website.

1.5 REPORTING VIOLATIONS OR SUSPECTED VIOLATIONS

The Company is committed to establishing and maintaining an effective process for employees, officers, and directors to report, and for the Company to respond to and correct, any type of misconduct. All employees, officers, and directors have a continuing responsibility and duty to report any known or suspected violation of this Code, including any violation of the laws, rules, regulations or policies that apply to the Company. If you know of or suspect a violation of this Code, immediately report the conduct to your supervisor, or the Company's Chief Financial Officer. Your supervisor or the Chief Financial Officer will contact the proper legal counsel, who will work with you and your supervisor to investigate your concern. If you do not feel comfortable reporting the conduct to your supervisor or you do not get a satisfactory response, you may contact the proper legal counsel directly.

While providing your identity may assist the Company in addressing your questions or concerns, please note that if you choose, **you may remain anonymous and will not be required to reveal your identity**.

1.6 INVESTIGATING REPORTS

All reports of known or suspected violations will be handled sensitively and with discretion. Your supervisor, the Chief Financial Officer and the Company will protect your confidentiality to the extent possible, consistent with law and the Company's need to investigate your concern. During an investigation of suspected violations, you are required to cooperate fully in the investigation, and must take certain steps to do so. You must be honest and forthcoming at all times during an investigation, must provide investigators with full, accurate, timely, and truthful information, and must not interfere or obstruct the investigation. You may not discuss an investigation with others unless authorized to do so. Failure to take any of these steps during an investigation is a violation of this Code.

Any person accused of violating this Code will be given an opportunity to present his or her version of the events prior to any determination that a violation has occurred, or any Company decision regarding the appropriate discipline.

1.7 POLICY AGAINST RETALIATION

The Company prohibits retaliation against an employee who, in good faith, seeks help or reports known or suspected violations. If you report an actual or suspected violation by another, you will not be subject to discipline or retaliation of any kind for making a report in good faith. Any reprisal or retaliation against an employee because the employee, in good faith, sought help or filed a report will be subject to disciplinary action, including potential termination of employment.

1.8 WAIVERS OF CODE

Only the proper legal counsel, approved by the entire Board of Directors may waive provisions of this Code for employees (unless legally required). Any waiver of this Code for our directors, executive officers or principal financial officers may be made only by our Board of Directors or an appropriate committee of our Board of Directors and will be disclosed to the public as required by law or the rules of the NASDAQ Stock Market.

1.9 MONITORING COMPLIANCE AND ENFORCEMENT IN GENERAL

The Company's management, under the supervision of its Board of Directors or a committee thereof or, in the case of accounting, internal accounting controls, auditing or securities law matters, the Audit Committee, shall take reasonable steps from time to time to (i) monitor compliance with the Code, and (ii) when appropriate, impose and enforce appropriate disciplinary measures for violations of the Code.

Disciplinary measures for violations of the Code will be determined in the Company's sole discretion and may include, but are not limited to, counseling, oral or written reprimands, warnings, probation or suspension with or without pay, demotions, reductions in salary, termination of employment or service, and restitution.

The Company's management shall periodically report to the Board of Directors or a committee thereof on these compliance efforts including, without limitation, periodic reporting of alleged violations of the Code and the actions taken with respect to any such violation.

2 CONFLICTS OF INTEREST

3.1 IDENTIFYING POTENTIAL CONFLICTS OF INTEREST

The Company's reputation may be impaired by conflicting relationships or activities. A conflict of interest can occur when an employee's private interest interferes, or reasonably appears to interfere, with the interests of the Company. You must conduct your outside associations and personal business, financial, and other relationships in a manner that avoids any conflict of interest, or appearance of a conflict of interest, between yourself and the Company. You must avoid any private interest that influences your ability to act in the interests of the Company or that makes it difficult to perform your work objectively and effectively. The term "outside association" includes any affiliation, association, interest, relationship, or employment that you have with anyone other than the Company. Further, you must not give the appearance of Company representation in any of your personal affairs.

It is impractical to conceive and set forth rules that cover every situation in which a conflict of interest may arise. The following is not an exhaustive list of problem areas, but rather a guide in applying the Company's basic conflict of interest policy to any situation.

- Employment Relationships. A conflict of interest may arise when you or a member of your immediate family holds a position as an employee, officer or director of an entity with which the Company has or is likely to have a business relationship, or with which the Company competes or is likely to compete. No employee or officer should accept employment with any entity that is a customer, supplier or competitor of the Company. You must also report when a family member has a relationship with an entity with which the Company has or is likely to have a business relationship or with which the Company competes or is likely to compete.

- Improper Personal Benefits. You may not obtain any improper personal benefits or favors because of your position with the Company.

- Financial Interests. You should not have a financial interest (ownership or otherwise) in any company that is a customer, supplier or competitor of the Company, unless pre-approved by the proper legal counsel. Generally, a significant financial interest will not be permitted except in exceptional circumstances. Significant financial interest means (i) ownership of greater than 1% of the equity of a customer, supplier or competitor or (ii) an investment in a customer, supplier or competitor that represents more than 5% of the total assets of the employee making the investment.

- Corporate Opportunities. You are prohibited from taking advantage of an opportunity to engage in a business activity in which the Company has an actual interest or a reasonable expectation of an interest.

- Use of Company Assets. You are prohibited from using Company assets to pursue personal interests.

- Loans or Other Financial Transactions. You should not obtain loans or guarantees of personal obligations from, or enter into any other personal financial transaction with, the Company or any company that is a customer, supplier or competitor of the Company. This guideline does not prohibit arms-length transactions with banks, brokerage firms or other financial institutions.

- Service on Boards and Committees. You should not serve on a board of directors or trustees or on a committee of any entity (whether profit or not-for-profit) whose interests reasonably would be expected to conflict with those of the Company.

- Actions of Family Members. The actions of family members outside the workplace may also give rise to the conflicts of interest described above because they may influence an employee's objectivity in making decisions on behalf of the Company. For purposes of this Code, "family members" include your spouse or life-partner, parents, children and siblings, whether by blood, marriage or adoption, and anyone residing in your home.

2.2 DISCLOSING CONFLICTS OF INTEREST

While it is incumbent on each employee to act in a manner at all times that is in the best interests of the Company, and avoid conflicts of interest, the Company recognizes that from time to time, situations may occur in which a conflict or appearance of a conflict of interest is unavoidable. The Company requires that employees disclose any situations that reasonably would be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it to the Company. If you are an employee, you must report it to the Vice President of your department, the Chief Financial Officer, or the proper legal counsel. If you are an officer, you must report the matter to the proper legal counsel, and if you are a director, to the Audit Committee. If you are an employee, your Vice President or the Chief Financial Officer will coordinate with the proper legal counsel to review the matter and resolve it as necessary.

2.3 RESOLVING CONFLICTS OF INTEREST

When a conflict or appearance of a conflict of interest occurs, or is reasonably likely to occur, the Company is committed to resolving the situation in a way that protects the best interests of the Company. Such resolution can take many forms, such as requiring the employee to recuse himself or herself from participating in a particular matter, reassigning duties, or additional measures designed to ensure that the best interests of the Company are not compromised by the conflict of interest. In all cases, conflicts of interest must be handled in an ethical manner; meaning they must be fully disclosed and considered prior to being resolved. The Chief Financial Officer or the proper legal counsel, as applicable, will handle all questions of conflicts of interest, including coordinating with the Audit Committee as necessary. Conflicts may be permitted only after full disclosure has been made, the Company (or the Audit Committee, as appropriate) has given prior written approval, and the employee has agreed to adhere to any safeguards put into place to ensure that the best interests of the Company are fully protected in the situation in question. Conflicts of interest resulting from a violation of this Code may also be subject to discipline.

3 BUSINESS ENTERTAINMENT, MEALS, AND GIFTS

The Company recognizes that occasional exchanges of business courtesies between vendors, suppliers, and our employees, such as entertainment, meals, or gifts, can be helpful in building and maintaining business relationships. However, you should exercise extreme caution when accepting offers of entertainment, meals or gifts, as regular or excessive entertainment, meals or gifts can easily create a conflict or appearance of a conflict of interest, and irreparably damage your reputation and the reputation of the Company. Generally, entertainment and gifts must have a clear business purpose and should benefit the Company by building trust and goodwill in the business relationship. Participating in entertainment such as meals, sports events, golf outings, and celebration functions, etc. with our business partners is acceptable provided the entertainment with the same partner is infrequent, in good taste, in moderation, and not extravagant. Similarly, gifts should be of only nominal value (generally less than $100), infrequent, in good taste, in moderation, and not extravagant. Efforts should also be made so that even when a clear business purpose has been established, the costs for the entertainment or meals are shared, or reciprocated when appropriate and possible. In no event should you ever solicit offers of entertainment, meals or gifts, and similarly, you must never accept entertainment, meals or gifts if there is no clear business purpose, or if such acceptance would create or appear to create a conflict of interest.

Attending supplier sponsored conferences, seminars, and entertainment events where air travel, hotel, or other accommodations are provided, creates more serious concerns. Your participation in events where the sponsor provides both business and entertainment activities are acceptable when your participation is important to the business of the Company. You should not attend these events if it does not serve a significant business purpose for the Company or could cause, or appear to cause, you to favor that supplier over others. If you are invited by suppliers to attend conferences, seminars, or entertainment events where the supplier pays for air travel or other accommodations, you must obtain prior approval from an appropriate senior executive.

Likewise, when interacting with customers and vendors, you are expected to adhere to the policies and procedures established by those entities concerning meals, entertainment and gifts.

If you receive an offer for entertainment or meals that do not accord with these standards, you should politely decline. Similarly, gifts that do not accord with these standards should be returned, with an explanation that the Company’s standards do not permit the employee to retain the gift. The Company, as well as the employee’s supervisor, may also put additional limits and policies in place with respect to entertainment, meals and gifts, including appropriate documentation and notice and approval requirements.

4 CONFIDENTIAL INFORMATION

Employees have access to a variety of confidential information as a result of their relationship with the Company. Confidential information includes but is not limited to all non-public information of the Company, or its customers or suppliers, and personally identifiable information of employees, or persons associated with the Company's business partners. You must safeguard all confidential information of the Company or third parties with which the Company conducts business, except when disclosure is authorized or legally mandated. Your obligation to protect confidential information continues after you leave the Company. Unauthorized disclosure of confidential information could cause competitive harm to the Company or its business partners and could result in legal liability to you and the Company.

Any questions or concerns regarding whether disclosure of Company information is legally mandated should be promptly referred to the Chief Executive Office of Chief Financial Officer.

5 COMPETITION AND FAIR DEALING

All employees should endeavor to deal fairly with fellow employees and with the Company's customers, suppliers and competitors. Employees should not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

5.1 RELATIONSHIPS WITH CUSTOMERS

Our business success depends upon our ability to foster lasting customer relationships. The Company is committed to dealing with customers fairly, honestly, and with integrity. Specifically, you should keep the following guidelines in mind when dealing with customers:

- Information we supply to customers should be accurate and complete to the best of our knowledge. Employees should not deliberately misrepresent information to customers.

- Employees should not refuse to sell the Company's products or services simply because a customer is buying products or services from another supplier.

- Customer entertainment should not exceed reasonable and customary business practice. Employees should not provide entertainment or other benefits that could be viewed as an inducement to, or a reward for, customer purchase decisions.

5.2 RELATIONSHIPS WITH SUPPLIERS

The Company deals fairly and honestly with its suppliers. This means that our relationships with suppliers are based on price, quality, service and reputation, among other factors. Employees dealing with suppliers should carefully guard their objectivity. Specifically, you should not accept or solicit any personal benefit from a supplier or potential supplier that might compromise, or appear to compromise, your objective assessment of the supplier's products and prices.

5.3 RELATIONSHIPS WITH COMPETITORS

The Company is committed to free and open competition in the marketplace. You should avoid actions that would be contrary to laws governing competitive practices in the marketplace, including federal and state antitrust laws. Such actions include misappropriation and/or misuse of a competitor's confidential information or making false statements about the competitor's business and business practices. For a further discussion of appropriate and inappropriate business conduct with competitors, see "Compliance with Laws: Antitrust" below.

6 PROTECTION AND USE OF COMPANY ASSETS

Employees should protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of Company funds or assets for any unlawful or improper purpose is prohibited.

To ensure the protection and proper use of the Company's assets, you should:

- Exercise reasonable care to prevent theft, damage or misuse of Company property.
- Report the actual or suspected theft, damage or misuse of Company property to a supervisor.
- Use the Company's telephone system, other electronic communication services, written materials and other property for business-related purposes.
- Safeguard all electronic programs, data, communications and written materials from inadvertent access by others.
- Use Company property only for legitimate business purposes, as authorized in connection with your job responsibilities.

You should also be aware that Company property includes all data and communications transmitted or received to or by, or contained in, the Company's electronic or telephonic systems. Company property also includes all written communications. Employees and other users of this property should have no expectation of privacy with respect to these communications and data. To the extent permitted by law, the Company has the ability, and reserves the right, to monitor all electronic and telephonic communication. These communications may also be subject to disclosure to law enforcement or government officials.

7 COMPANY RECORDS

Accurate and reliable records are crucial to our business. Our records are the basis of our earnings statements, financial reports and other disclosures to the public and guide our business decision-making and strategic planning. Company records include booking information, payroll, timecards, travel and expense reports, e-mails, accounting and financial data, measurement and performance records, electronic data files and all other records maintained in the ordinary course of our business.

All Company records must be complete, accurate and reliable in all material respects. Undisclosed or unrecorded funds, payments or receipts are inconsistent with our business practices and are prohibited. You are also responsible for understanding and complying with record keeping policies as established by the Company from time to time. Ask your supervisor if you have any questions.

8 POLITICAL CONTRIBUTIONS AND ACTIVITIES

The Company encourages its employees to participate in the political process as individuals and on their own time. However, federal and state contribution and lobbying laws severely limit the contributions the Company can make to political parties or candidates. It is Company policy that Company funds or assets are not be used to make a political contribution to any political party or candidate, unless prior approval has been given by the proper legal counsel.
The following guidelines are intended to ensure that any political activity you pursue complies with this policy:

- Contribution of Funds. You may contribute your personal funds to political parties or candidates. The Company will not reimburse you for personal political contributions.

- Volunteer Activities. You may participate in volunteer political activities during non-work time. You may not participate in political activities during work time.

- Use of Company Facilities. The Company's facilities should not be used for political activities (including fundraisers or other activities related to running for office). The Company may make its facilities available for limited political functions, including speeches by government officials and political candidates, with the approval of the proper legal counsel.

- Use of Company Name. When you participate in political affairs, you should be careful to make it clear that your views and actions are your own, and not made on behalf of the Company. For instance, Company letterhead should not be used to send out personal letters in connection with political activities.

These guidelines are intended to ensure that any political activity you pursue is done voluntarily and on your own resources and time. Please contact the Chief Financial Officer if you have any questions about this policy.

9 COMPLIANCE WITH LAWS

Each employee has an obligation to comply with all laws, rules and regulations applicable to the Company. These include, without limitation, laws covering bribery and kickbacks, copyrights, trademarks and trade secrets, information privacy, insider trading, illegal political contributions, antitrust prohibitions, foreign corrupt practices, offering or receiving gratuities, environmental hazards, employment discrimination or harassment, occupational health and safety, false or misleading financial information or misuse of corporate assets. You are expected to understand and comply with all laws, rules and regulations that apply to your job position. If any doubt exists about whether a course of action is lawful, you should seek advice from your supervisor or the Chief Financial Officer, which will contact the proper legal counsel, if necessary.

9.1 ANTI- BRIBERY

The Company's anti-bribery prohibition is simple: No employee, officer or director may offer a bribe nor receive a bribe, under any circumstances. The Company maintains an Anti-Bribery Policy, which contains other prohibitions and requirements, for example: reporting of red flag events, restricting hiring of foreign agents and reporting of any violations of the Company's Anti-Bribery Policy.

If there are any questions regarding the Company's Anti-Bribery Policy, you should contact the Chief Financial Officer.

9.2 EXPORT CONTROL

Various U.S. Government agencies maintain lists that identify individuals or entities barred or restricted from entering into certain types of transactions with U.S. persons. to the Company must ensure that the Company does not engage in a transaction with a barred entity or person. All employees have an obligation to notify the Company's Chief Financial Officer if any person with whom they are engaging on behalf of the Company are identified on any of these lists. If in doubt, contact the Legal department or Chief Financial Officer for more information on screening to ensure compliance.

Similarly, various countries are subject to comprehensive United States economic sanctions and trade embargoes, and the Company is prohibited from engaging in transactions that result in any goods, technology or monies being diverted to any customer or end user in Cuba, Iran, North Korea, or Sudan. From time to time the United States also has limited sanctions pertaining to other countries (e.g. Russia, Syria and Libya), so it is important to check if any party to a proposed Company transaction is from a country for which the United States has imposed complete embargoes or partial sanctions. When in doubt, discuss any potential transaction with the Legal department.

9.3 ANTITRUST

Antitrust laws of the U.S. and other countries are designed to protect consumers and competitors against unfair business practices and to promote and preserve competition. Our policy is to compete vigorously and ethically while complying with all antitrust, monopoly, competition or cartel laws in all countries, states or localities in which the Company conducts business.

In general, U.S. antitrust laws forbid agreements or actions "in restraint of trade." All employees should be familiar with the general principles of the U.S. antitrust laws. The following is a summary of actions that are violations of U.S. antitrust laws:

- Price Fixing. The Company may not agree with its competitors to raise, lower or stabilize prices or any element of price, including discounts and credit terms.
- Limitation of Supply. The Company may not agree with its competitors to limit its production or restrict the supply of its services.
- Allocation of Business. The Company may not agree with its competitors to divide or allocate markets, territories or customers.
- Boycott. The Company may not agree with its competitors to refuse to sell or purchase products from third parties. In addition, the Company may not prevent a customer from purchasing or using non-Company products or services.
- Tying. The Company may not require a customer to purchase a product that it does not want as a condition to the sale of a different product that the customer does wish to purchase.

Employees should exercise caution in meetings with competitors. Any meeting with a competitor may give rise to the appearance of impropriety. As a result, if you are required to meet with a competitor for any reason, you should obtain the prior approval of the CEO, who will contact the proper legal counsel, if necessary. You should try to meet with competitors in a closely monitored and controlled environment for a limited period of time. The contents of your meeting should be fully documented.Specifically, you should avoid any communications with a competitor regarding:

- Prices;
- Costs;
- Market share;
- Allocation of sales territories;
- Profits and profit margins;
- Supplier's terms and conditions;
- Product or service offerings;
- Terms and conditions of sale;
- Facilities or capabilities;
- Bids for a particular contract or program;
- Selection, retention or quality of customers; or
- Distribution methods or channels.

Employees should also be cautious when attending meetings of professional organizations and trade associations at which competitors are present. Attending meetings of professional organizations and trade associations is both legal and proper, if such meetings have a legitimate business purpose. At such meetings, you should not discuss pricing policy or other competitive terms, plans for new or expanded facilities or any other proprietary or competitively sensitive information.

Violations of antitrust laws carry severe consequences and may expose the Company and employees to substantial civil damages, criminal fines and, in the case of individuals, prison terms. Whenever any doubt exists as to the legality of a particular action or arrangement, it is your responsibility to contact the CEO or CFO, who will contact the proper legal counsel promptly for assistance, approval and review.

9.4 INSIDER TRADING

The laws against insider trading are specific and complex. The Company also maintains extensive policies concerning insider trading designed to help the Company and an employee comply with the laws on insider trading. Employees are responsible for reading and complying with these policies. As a guideline, employees are prohibited from trading in the stock or other securities of the Company while in possession of material, nonpublic information about the Company. In addition, Company employees are prohibited from recommending, "tipping" or suggesting that anyone else buy or sell stock or other securities of the Company on the basis of material, nonpublic information. Company employees who obtain material nonpublic information about another company in the course of their employment are prohibited from trading in the stock or securities of the other company while in possession of such information or "tipping" others to trade on the basis of such information. Violation of insider trading laws can result in severe fines and criminal penalties, as well as disciplinary action by the Company, up to and including termination of employment.

Information is “non-public” if it has not been made generally available to the public by means of a press release or other means of widespread distribution. Information is “material” if a reasonable investor would consider it important in a decision to buy, hold or sell stock or other securities. As a rule of thumb, any information that would affect the value of stock or other securities should be considered material. Examples of information that is generally considered “material” include:

- Financial results or forecasts, or any information that indicates a company’s financial results may exceed or fall short of forecasts or expectations;
- Important new products or services;
- Pending or contemplated acquisitions or dispositions, including mergers, tender offers or joint venture proposals;
- Possible management changes or changes of control;
- Pending or contemplated public or private sales of debt or equity securities;
- Acquisition or loss of a significant customer or contract;
- Significant write-offs;
- Initiation or settlement of significant litigation; and
- Changes in the Company’s auditors or a notification from its auditors that the Company may no longer rely on the auditor’s report.

Any questions about information you may possess or about any dealings you have had in the Company’s securities should be promptly brought to the attention of the CFO.

10 ACCURACY OF FINANCIAL REPORTS

As a public company we are subject to various securities laws, regulations and reporting obligations. Both federal law and our policies require the disclosure of accurate and complete information regarding the Company’s business, financial condition and results of operations. Inaccurate, incomplete or untimely reporting will not be tolerated and can severely damage the Company and result in legal liability.

Employees working in financial, public relations and legal roles have a special responsibility to ensure that all of our financial disclosures are full, fair, accurate, timely and understandable. If you work in such a capacity, you are expected to understand and strictly comply with generally accepted accounting principles and all standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.

11 PUBLIC COMMUNICATIONS

The Company places a high value on its credibility and reputation in the community. What is written or said about the Company in the news media and investment community directly impacts our reputation, positively or negatively. Our policy is to provide timely, accurate and complete information in response to public requests (media, analysts, etc.), consistent with our obligations to maintain the confidentiality of competitive and proprietary information and to prevent selective disclosure of market-sensitive financial data. In addition, the Company is required to periodically make public certain information about itself, and file regular reports concerning its financial and operational performance. The Company also from time to time may choose to issue information of interest to its shareholders or the general public. The Company is committed to ensuring that its communications are truthful, meaningful, consistent, and in compliance with all laws.

To ensure compliance with its standards and its legal obligations, the Company limits the persons who may speak on behalf of the Company and has extensive procedures in place to review and approve all public communications. You should direct all news media or other public requests for information regarding the Company to the Company's media relations personnel. The media relations personnel will work with you and the appropriate Company departments to evaluate and coordinate a response to the request. Only persons designated by the Company to speak on its behalf are authorized to disclose information about the Company. Similarly, even when designated as authorized to speak for the Company, an employee should never disseminate any information that has not been pre-approved for release.

Company employees who regularly interact with the media, the securities market, investors or the general public also have a special responsibility to understand and comply with specific laws regarding disclosure, including but not limited to Regulation Fair Disclosure. Contact the Chief Financial Officer if you have any questions about the scope or application of the laws applicable to your job responsibilities, including Regulation FD.

13 CONCLUSION

This Code of Business Conduct and Ethics contains general guidelines for conducting the business of the Company consistent with the highest standards of business ethics. If you are faced with making a challenging decision regarding a particular situation, you are not alone. There are many resources available to help resolve ethical questions or concerns. If you have any questions, you may contact:

- **Your immediate supervisor;**
- **Other supervisors or management personnel;**
- **The Human Resources department;**
- **Chief Financial Officer**

We expect all Company employees to adhere to these standards.

CERTIFICATION

The undersigned hereby acknowledges receipt of Grove, Inc.'s Code of Business Conduct and Ethics (the "Code"), and certifies that the undersigned has read, understands and will comply with the Code.

Date:_____

_____
Signature

_____
Print Name

_____
Title

One signed copy of this certificate should be sent to:

Grove, Inc.
1710 Whitney Mesa Drive
Henderson, NV 89014

WHISTLEBLOWER POLICY

PROCEDURES FOR RECEIPT OF COMPLAINTS AND SUBMISSIONS RELATING TO ILLEGAL OR UNETHICAL CONDUCT

TABLE OF CONTENTS

1 INTRODUCTION

Grove, Inc. (the "**Corporation**") expects directors, officers, employees and key consultants (being, those who are engaged in an employee-like capacity) (collectively, "**Personnel**") of the Corporation to take all responsible steps to prevent violations of its Code of Business Conduct and Ethics (the "**Code**"), to identify and raise potential issues before they lead to problems, and to seek additional guidance when necessary.

These Procedures are designed to provide an atmosphere of open communication for compliance issues and to ensure that Personnel acting in good faith have the means to report actual or potential violations and to reassure Personnel that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

2 REPORTING RESPONSIBILITY

If any Personnel observe or become aware of an actual or potential violation of the Code or of any applicable law or regulation (including securities laws and regulations), whether committed by Personnel or by others associated with the Corporation (for example, external parties with whom the Corporation has contracted), it is his/her responsibility to promptly report the circumstances as outlined herein and to cooperate with any investigation by the Corporation.

It is also the responsibility of Personnel who have concerns regarding questionable accounting, internal financial controls or auditing matters to report such concerns in accordance with the procedures outlined herein.

Examples of issues to be reported are set out in Schedule “A” to these Procedures.

3 NO RETALIATION AND ACTING IN GOOD FAITH

The Corporation prohibits Personnel from retaliating or taking adverse action against anyone for raising suspected conduct violations or helping to resolve a conduct concern. Any individual who has been found to have engaged in retaliation against any of the Corporation’s Personnel for raising, in good faith, a conduct concern or for participating in the investigation of such a concern may be subject to discipline, up to and including termination of employment or other business relationship. If any individual believes that he or she has been subjected to such retaliation, that person is encouraged to report the situation as soon as possible to one of the people identified in the "Reporting Procedures" section below.

Anyone filing a complaint concerning a violation or suspected violation of the Code, or reporting concerns relating to accounting and auditing matters must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense, and may be subject to legal and civil action in addition to employment review.

4 REPORTING PROCEDURES

For assistance with compliance matters or clarification as to the way to report actual or potential compliance infractions, Personnel should contact the Chief Financial Officer or the Chair of the Audit Committee of the Board of Directors of the Corporation.

All Compliance matters

Personnel or External parties with direct knowledge of the violation or fraud concern may submit reports of alleged violations of this Code in writing on a confidential basis to the Chair of the Corporation's Audit Committee (the "Audit Committee") through submitting a Fraud Alert Email through the email alert system location on the Company website: CBD.io.

In reporting any actual or potential violation of the Code, an individual should provide, to the extent possible, such relevant documents to support the allegations being made, such as e-mails, handwritten notes, photographs, or physical evidence.

Any report of actual or potential violation of the Code should include, at a minimum the following information:

- the names of the parties involved.
- any witnesses to the incident(s).
- the location, date, and time of the incident(s).
- details about the incident (behaviour and/or words used).
- any additional details that would help with an investigation.

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously.

5 COMPLIANCE OFFICER

As at the date hereof, the Corporation's Compliance Officer can be contacted as outlined below:

_____
Tel: _____
E-mail: _____
Mail: Grove, Inc. _____

Any future changes to the Compliance Officer can be found on the Company's website and anonymous ways to report any Company violations.

The Compliance Officer shall report to the Audit Committee as frequently as such Compliance Officer deems appropriate, but in any event no less frequently than on a quarterly basis at the quarterly meeting of the Audit Committee called to approve interim and annual financial statements of the Corporation.

The Compliance Officer will keep any reported violations confidential and that the identity of employees making complaints or submissions shall be kept confidential and shall only be communicated to the Chair of the Audit Committee.

6 HANDLING OF REPORTED VIOLATIONS

Upon receipt of a report from the Chair of the Audit Committee, or the Compliance Officer, the Audit Committee (as applicable) shall discuss the report and take such steps as that committee of the Corporation's Board of Directors (the "Board") may deem appropriate. At a minimum, the Audit Committee, as applicable, should initiate an investigation of the alleged violation(s). Additional steps could include, if appropriate:

- Advising the alleged subject of the report; and
- Considering a review and revisions to workplace procedures to prevent any future violations of the Code.

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

The Compliance Officer or Chair of the Audit Committee (as applicable) shall retain a record of a complaint or submission received for a period of six years following resolution of the complaint or submission.

Any complaint about a member of the Audit Committee shall be considered by the Board, with the person accused recused from any discussion in connection with the complaint.

7 INVESTIGATION OF REPORTED VIOLATIONS

Following the receipt of any complaints submitted hereunder, the Audit Committee, will investigate each matter so reported and recommend corrective disciplinary actions to the Board, if appropriate, up to and including termination of employment.

At a minimum, investigations will:

- be undertaken promptly and diligently, and be as thorough as necessary, given the circumstances.
- be fair and impartial, providing both the complainant and respondent equal treatment in evaluating the allegations.
- be sensitive to the interests of all parties involved and maintain confidentiality.
- be focused on finding facts and evidence, including interviews of the complainant, respondent, and any witnesses.
- incorporate, where appropriate, any need or request from the complainant or respondent for assistance during the investigation process.

8 SCHEDULE 'A'

Examples of Matters to be Reported

- Fraud, theft and other criminal activity
- Accounting irregularities, Financial Statement Disclosure issues
- Non-compliance with Internal Accounting Controls
- Workplace violence, related to an executive
- Substance abuse, related to an executive
- Discrimination, bullying and harassment, related to an executive
- Falsification of company records
- Conflicts of Interest
- Release of proprietary information
- Safety/security violations
- Malicious property damage
- Violations of securities laws (including insider trading)
- Breaches of other applicable laws (environmental, employment, health and safety laws)
- Ethics violations

CERTIFICATION

The undersigned hereby acknowledges receipt of Grove, Inc.'s Whistleblower Policy (the "Policy"), and certifies that the undersigned has read and understands the Policy.

Date:_____

_____
Signature

_____
Print Name

_____
Title

One signed copy of this certificate should be sent to:

Grove, Inc.
1710 Whitney Mesa Drive
Henderson, NV 89014

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors
Grove Inc.

We consent to the use in this Registration Statement on Amendment No. 1 to Form S-1 of Grove Inc. of our report dated June 25, 2020, with respect to the consolidated financial statements as of June 30, 2019 and for the year ended June 30, 2019, appearing in the prospectus, which is part of this Registration Statement.

We also consent to the reference to our firm under the heading of "experts" in such Prospectus.

/s/ RBSM LLP
RBSM LLP
Henderson, Nevada

April 15, 2021

EXHIBIT 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation in Registration Statement on Form S-1 of our report dated April 15, 2021 relating to the consolidated financial statements of Grove, Inc. and subsidiaries as of and for the year ended June 30, 2020 appearing in this Registration Statement.

/s/ B F Borgers CPA PC

B F Borgers CPA PC
Lakewood, Colorado
April 15, 2021