

A PRIVATE OFFERING OF 250 UNITS

(EACH COMPRISED OF 20,000 COMMON SHARES, 10,000 CLASS A WARRANTS AND 10,000 CLASS B WARRANTS)

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF A NAME APPEARS IN THE APPROPRIATE SPACE PROVIDED BELOW AND IS AN OFFER ONLY TO THE NAMED OFFEREE.

NO PORTION OF THIS MEMORANDUM MAY BE DUPLICATED FOR ANY PURPOSE. THIS MEMORANDUM CONTAINS CONFIDENTIAL AND/OR TRADE SECRET INFORMATION.

NO OFFER'EE IS AUTHORIZED TO RELY UPON ANY INFORMATION WITH RESPECT TO THE SECURITIES DESCRIBED IN THIS MEMORANDUM OTHER THAN INFORMATION CONTAINED IN THIS MEMORANDUM.

CONFIDENTIAL

\$2,500,000

PRIVATE PLACEMENT MEMORANDUM

August 20, 2016

Name: _____

No.: _____





\$10,000 Per Unit; – 1 Unit (\$10,000)

**Each Unit Consists of 20,000 Shares of Common Stock and
10,000 Class A Common Stock Purchase Warrants and
10,000 Class B Common Stock Purchase Warrants**

Grow Condos Inc. a Nevada corporation (the "Company"), is offering for sale (the "Offering") up to 250 units (each, a "Unit" and collectively, the "Units"), each consisting of 20,000 shares of common stock, par value \$0.001 per share (the "Common Stock"), a redeemable Class A Warrant, a redeemable Class B Warrant of the Company. Each Class A, Class B entitles the registered holder thereof to purchase, at any time until the, 12-month and 24 month anniversary of the date of issuance, respectively, 10,000 of Common Stock at an exercise price of \$1.75 and \$2.50, respectively, subject to adjustment. The Class A and Class B Warrants (collectively, the "Warrants") are redeemable at the option of the Company, at a redemption price of \$.01. The Class A and Class B Warrants (collectively, the "Warrants") are redeemable at the option of the Company, at a redemption price of \$.01 per share, upon at least 30 days' prior written notice, commencing on the effective date of a registration statement registering the Common Stock underlying the Warrants (the "Warrant Shares") for resale or 12 months after the date of issuance of the Warrants, whichever is earlier, if the Market Price (as defined in the Warrants) per share of Common Stock for any five consecutive trading days prior to a notice of redemption shall exceed \$2.75 per share for the Class A Warrants, \$4.50 per share for the Class B Warrants. See "Description of Securities – Warrants." The Common Stock and the Warrants offered pursuant to this Private Placement Memorandum (this "Memorandum") are referred to herein as the "Securities." The Offering will terminate 90 days (180 days if extended by the Company) from the date of this Memorandum.

The minimum subscription is \$10,000.00 for one Unit. The Company is offering the Units on a "best efforts basis" by its officers and directors. While the Company has not done so as of the date of this Memorandum, it may engage broker/dealers who are members of the National Association of Securities Dealers, Inc. (the "NASD") to assist with the Offering.

The Securities are being offered to "Accredited Investors" only.

THE SECURITIES OFFERED HEREBY ARE SPECULATIVE, INVOLVE A HIGH DEGREE OF RISK, AND SHOULD NOT BE PURCHASED BY INVESTORS WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS."

THESE SECURITIES ARE BEING SOLD IN TRANSACTIONS NOT INVOLVING A PUBLIC OFFERING. THE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES

ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), IN RELIANCE UPON EXEMPTIONS UNDER SECTION 4(2), REGULATION D AND REGULATION CE.

THE SECURITIES HAVE NOT BEEN QUALIFIED WITH THE DEPARTMENT OF CORPORATIONS OF THE STATE OF NEVADA IN RELIANCE UPON AN EXEMPTION UNDER SECTIONS 25102(f) AND 25102(n) OF





THE CORPORATIONS CODE OF 1977, AS AMENDED. THESE SECURITIES ARE SPECULATIVE, NON-LIQUID AND INVOLVE SIGNIFICANT RISKS.

The date of the Memorandum is August 20 2016.

THIS PRIVATE PLACEMENT MEMORANDUM AND THE EXHIBITS HERETO (COLLECTIVELY, THE "MEMORANDUM") HAVE BEEN SUBMITTED ON A CONFIDENTIAL BASIS FOR USE BY A LIMITED NUMBER OF SOPHISTICATED INVESTORS SOLELY FOR, AND SHOULD BE USED ONLY IN CONNECTION WITH, A PROSPECTIVE INVESTOR'S CONSIDERATION OF AN INVESTMENT IN THE SECURITIES OF FREE INSURANCE REPORT.COM. ("FREE INSURANCE REPORT" OR THE "COMPANY") DESCRIBED HEREIN. ITS USE FOR ANY OTHER PURPOSE IS NOT AUTHORIZED. THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE OFFER'EE TO WHOM THE MEMORANDUM HAS BEEN DISTRIBUTED. ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM OR RETRANSMITTAL OF ITS CONTENTS, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED.

THIS MEMORANDUM CONTAINS CERTAIN INFORMATION OF A HIGHLY CONFIDENTIAL NATURE. THE RECEIPT OF THIS MEMORANDUM CONSTITUTES AN AGREEMENT ON THE PART OF THE RECIPIENT HEREOF TO MAINTAIN THE CONFIDENTIALITY OF THE INFORMATION CONTAINED HEREIN OR ANY ADDITIONAL INFORMATION SUBSEQUENTLY DELIVERED IN CONNECTION HERewith. PROSPECTIVE INVESTORS WHO ACCEPT THIS MEMORANDUM OR BECOME AWARE OF THE INFORMATION CONTAINED HEREIN MUST UNDERSTAND AND COMPLY WITH THE EXTENSIVE FEDERAL AND STATE SECURITIES LAW RESTRICTIONS PLACED UPON THEIR ABILITY TO DISCLOSE INFORMATION CONTAINED HEREIN TO OTHERS OR TO PARTICIPATE IN OR OTHERWISE EFFECT OR FACILITATE ANY TRANSACTION RELATING TO ANY SECURITIES OF THE COMPANY. PROSPECTIVE INVESTORS WHO CANNOT COMPLY FULLY WITH SUCH RESTRICTIONS SHOULD NOT REVIEW THE INFORMATION CONTAINED HEREIN AND SHOULD IMMEDIATELY RETURN THIS MEMORANDUM TO THE COMPANY.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("SEC") OR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION, NOR HAS THE SEC OR ANY SUCH AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE SECURITIES OFFERED HEREBY MAY NOT BE DIRECTLY OR INDIRECTLY OFFERED, SOLD OR DELIVERED TO ANY PERSON IN ANY JURISDICTION EXCEPT IN COMPLIANCE WITH APPLICABLE LAW. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANY PERSON IN ANY STATE OR OTHER JURISDICTION IF SUCH OFFER OR SOLICITATION IS NOT LAWFUL. AS A PURCHASER OF THE SECURITIES IN A PRIVATE PLACEMENT NOT REGISTERED UNDER THE SECURITIES ACT, OR OTHER APPLICABLE LAW, EACH INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT IT MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES OFFERED HEREBY MAY NOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT, OR OTHER APPLICABLE LAW, OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. ALL INVESTORS MUST UNDERSTAND AND AGREE THAT THEY WILL NOT RESELL THE SECURITIES EXCEPT IN A TRANSACTION WHICH DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT, OR OTHER APPLICABLE LAW, AS CONFIRMED BY A LEGAL OPINION ACCEPTABLE TO THE COMPANY, IF SUCH LEGAL OPINION IS REQUIRED BY THE COMPANY. THE SECURITIES OFFERED HEREBY WILL BEAR A LEGEND DESCRIBING THE FOREGOING RESTRICTIONS.



NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OR GIVE ANY INFORMATION WITH RESPECT TO THE COMPANY OR THE OFFERED SECURITIES, EXCEPT THE INFORMATION CONTAINED HEREIN. PROSPECTIVE INVESTORS SHOULD NOT RELY ON ANY INFORMATION NOT CONTAINED IN THIS MEMORANDUM. REPRESENTATIVES OF THE COMPANY WILL BE AVAILABLE TO DISCUSS WITH PROSPECTIVE INVESTORS, ON REQUEST, THE INFORMATION AND PROJECTIONS CONTAINED HEREIN. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUCE THE CONTENTS OF THIS MEMORANDUM OR ANY WRITTEN OR ORAL COMMUNICATION FROM THE COMPANY OR ITS EMPLOYEES AS LEGAL, BUSINESS OR TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN ATTORNEY, BUSINESS ADVISOR AND TAX ADVISOR AS TO LEGAL, BUSINESS, TAX AND RELATED MATTERS CONCERNING THIS OFFERING. THE COMPANY IS MAKING NO REPRESENTATION TO AN OFFEREE OR PURCHASER OF THE SECURITIES OFFERED HEREBY REGARDING THE LEGALITY OF AN INVESTMENT THEREIN BY SUCH OFFER'EE OR PURCHASER UNDER APPROPRIATE LEGAL INVESTMENT OR SIMILAR LAWS.

NEITHER THE DELIVERY OF THIS MEMORANDUM AT ANY TIME NOR ANY SALE MADE PURSUANT TO THIS MEMORANDUM SHALL IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE SET FORTH HEREIN.

EACH PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT TO THE COMPANY IF THE PROSPECTIVE INVESTOR DOES NOT PURCHASE THE SECURITIES DESCRIBED HEREIN OR IF THE OFFERING IS TERMINATED.

THIS INVESTMENT IS SPECULATIVE AND SUITABLE ONLY FOR PERSONS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES AND MEET CERTAIN SUITABILITY REQUIREMENTS, WHO DO NOT ANTICIPATE THAT THEY WILL BE REQUIRED TO LIQUIDATE ANY INVESTMENT ACQUIRED HEREUNDER IN THE FORESEEABLE FUTURE, AND WHO UNDERSTAND OR HAVE BEEN ADVISED WITH RESPECT TO ANY RISK FACTORS ASSOCIATED WITH THIS OFFERING.

SEE "RISK FACTORS" AND "SUITABILITY STANDARDS". THERE MAY BE MATERIAL INVESTMENT RISKS ASSOCIATED WITH THIS OFFERING WHICH CANNOT BE IDENTIFIED AT THIS TIME.

NO TRADING MARKET IS EXPECTED TO DEVELOP FOR THE UNITS OR THE WARRANTS. SUBSTANTIAL RESTRICTIONS WILL BE IMPOSED ON ANY SALE OR TRANSFER OF ANY OF THE SECURITIES OFFERED HEREBY. SEE "RISK FACTORS".

THIS MEMORANDUM IS TO BE EMPLOYED SOLELY IN CONNECTION WITH THE OFFERING OF THE SECURITIES DESCRIBED HEREIN. DELIVERY OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE RECIPIENT NAMED ON THE COVER OR IN ANY OTHER MANNER IS NOT TO BE CONSTRUED AS AN OFFER. PURCHASE OF THE SECURITIES MAY ONLY BE MADE BY PERSONS TO WHOM OFFERS ARE MADE AND ONLY IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THIS MEMORANDUM. ALL PURCHASES ARE SUBJECT TO ACCEPTANCE BY THE COMPANY.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE NEVADA CORPORATIONS CODE AND ARE BEING SOLD IN RELIANCE UPON THE EXEMPTIONS CONTAINED IN SECTIONS 25102(f) AND 25102(n) OF SUCH LAW. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED WITHOUT REGISTRATION UNDER SUCH ACT OR EXEMPTION THEREFROM. THEREFORE, ANY SALE OF THESE SECURITIES IN CALIFORNIA WILL BEAR A LEGEND RESTRICTING SALES AND TRANSFERS.

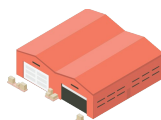


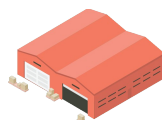


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The following summary is qualified in its entirety by more detailed information and financial statements appearing elsewhere in, or incorporated by reference into, this Memorandum. Unless the context requires otherwise, references to the "Company," "we," "us," "our" or "GRWC" refer to Grow Condo's Inc. together with its wholly owned subsidiaries.

Executive Summary

GROW CONDOS, INC. is a real estate purchaser, developer and manager of specific use industrial properties providing "Condo" style turn-key grow facilities to support cannabis farmers. We own, lease, sell and manage multi-tenant properties. Grow Condos is not involved in the growing, distribution, or sale of cannabis.

Like during the Gold Rush days in California, Grow Condos is focused on a service provider approach to participating in what management believes will be rapid growth in the cannabis industry. Grow Condos finances the purchase and/or development of properties by offering to investors as sponsor private placements, debt instruments, or limited partnerships. We acquire real estate and upgrade it to be suitable for cannabis growers and sell condominium plots in the real estate. We believe there is a significant investor demand for such opportunities. Currently we own and manage a 15,000 square foot warehouse in Eagle Point, Oregon, and we are proactively looking into other possible acquisitions in Oregon, Colorado, Washington, California and Nevada. We also plan a new development in Eugene Oregon.

Grow Condo's plans to buy, design and build commercial real estate for the cannabis industry across the United States. Plans call for the Company to integrate its financing plans using real estate and integrate them into distinct revenue prongs. The company is taking a multi proved approach to servicing entrepreneurs in the cannabis Industry by proving them:

- Quick and Easy completed turnkey industrial units ready to produce product





- Access to mortgage funding providing the ability to own their unit outright
- Education and access to leading industry professionals
- Additional revenue streams through peer calibration
- On site cost effective security

The company expects to receive revenue streams from the following:

- Capital Appreciation from real estate holdings
- Capital Appreciation from land holdings
- Mortgage financing
- Ongoing ancillary sales such as education, security and advisory services

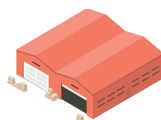




SUMMARY OF THE OFFERING

This summary of certain provisions of this Memorandum is intended only for quick reference and is not intended to be complete. The following summary is qualified in its entirety by reference to the full text of this Memorandum and more detailed exhibits, supporting documents and financial information and notes thereto appearing elsewhere in this Memorandum

Securities Offered	250 Units, each Unit consists of 20,000 shares of Common Stock, 10,000 Class A Warrants, and 10,000 Class B Warrants. See "Description of Securities – Warrants."
Minimum Purchase	1 Unit = \$10,000.00
Common Stock Outstanding Before Offering After Offering	28,289,123 33,289,123* *Does not include up to 5,000,000 shares of stock issuable upon exercise of Call A Warrants and Class B Warrants
Preferred Stock Outstanding Before Offering After Offering	Nil Nil
Warrants Outstanding Before Offering After Offering (assuming all units are sold)	Nil 2,500,000 Class A Warrants @ \$1.75 2,500,000 Class B Warrants @ \$2.50
Expiration Date Class A Class B	Expire 12 months from date of issuance Expire 24 months from date of issuance





Risk Factors	The securities offered hereby involve a HIGH DEGREE OF RISK.
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Plan of Distribution

The Units are being offered only to “Accredited Investors” as defined under Regulation D of the Securities Act. The Units will be offered and sold on behalf of the Company by its officers and directors on a “best efforts” basis. The Company may also engage broker/dealers that are members of the NASD to assist with the Offering. In that event, cash commissions of no more than 10% of the total amount of subscriptions sold will only be paid to such brokers/dealers. The maximum amount of commission payable by the Company shall not exceed 10%. The Company also may pay such broker/dealers no more than 3% of the gross amount from the sales of the Units as an expense allowance. The Company also may agree to issue to such NASD broker/dealers shares of the Company’s Common Stock equal to up to 10% of the shares sold in this Offering, up to 1,000,000 shares. There is no firm commitment to purchase any of the Units. There is no minimum offering that must be sold; therefore, monies will be released to the Company as sales are made. The Offering will continue without any provision for escrow or refund until all of the Units offered hereby are sold, up to a maximum of \$2,500,000 or until 90 days (180 days if extended) from the date of this Memorandum, whichever occurs first. If less than all of the Units are sold, the various uses of the proceeds will be reduced proportionately. See “Use of Proceeds.”

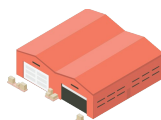
If the Company engages any NASD broker/dealers in connection with this Offering, it may indemnify them against certain civil liabilities, including liabilities arising under the Securities Act that may arise in connection with this Offering as a result of disclosures for which the Company is responsible. The NASD broker/dealers would pay their own costs and expenses in connection with the Offering in excess of the selling commissions and expense allowance described above.

Other than this Memorandum, the exhibits hereto and the Company’s reports as filed with the SEC, no other offering literature will be employed in the offering of the Units.

METHOD OF SUBSCRIPTION

Each person intending to purchase the Units offered hereby, must deliver the following items to the Company:

- a. A check in the amount of \$10,000 multiplied by the number of Units subscribed for (minimum investment: 1 Unit¹) made payable to “Grow Condo’s Inc.” ;





- b. a completed and signed Offeree Questionnaire, a copy of which is attached hereto as Exhibit A; and
- c. a completed and signed Subscription Agreement, a copy of which is attached hereto as Exhibit B, with the number of Units desired indicated thereon.

These items should be delivered to:

Joann Cleckner, CFO
Grow Condos, Inc.
722 W. Dutton Road
Eagle Point, Oregon 97524
(541) 879-0504

Upon acceptance by the Company of a subscription, confirmation of such acceptance will be sent to the subscriber. The Company plans to send Common Stock certificates and Warrant certificates to subscribers within four weeks after the closing of the Offering. The Company reserves the right to reject any subscriptions or portions of subscriptions at its own discretion.

⁽¹⁾ The Company reserves the right to reduce, at its discretion, the minimum investment.

SUITABILITY STANDARDS

INVESTMENT IN THE UNITS INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR THOSE INVESTORS WHO HAVE SUBSTANTIAL FINANCIAL RESOURCES IN RELATION TO THEIR INVESTMENT AND WHO UNDERSTAND THE PARTICULAR RISK FACTORS OF THIS INVESTMENT. IN ADDITION, INVESTMENT IN THE UNITS IS SUITABLE ONLY FOR AN INVESTOR WHO DOES NOT NEED LIQUIDITY IN HIS INVESTMENT AND IS WILLING TO ACCEPT RESTRICTIONS ON THE TRANSFER OF THE UNITS, COMMON STOCK AND WARRANTS.

RISK FACTORS

This investment has a high degree of risk. Before you invest you should carefully consider the risks and uncertainties described below and the other information in this Memorandum. If any of the following risks actually occur, our business, operating results and financial condition could be harmed and the value of our stock could go down. This means you could lose all or a part of your investment.

The Company has a limited operating history upon which an evaluation of the Company, its current business and its prospects can be based. You should consider any purchase of the Company's Units in light of the risks, expenses and problems frequently encountered by all companies in the early stages of their corporate development. If any of the events described below were to occur, our business, prospects, financial condition, result from operations or cash flow could be materially affected.

RISKS RELATED TO OUR BUSINESS:

Marijuana remains illegal under federal law as a schedule-I controlled substance, even in those jurisdictions in which the use of medical or recreational marijuana has been legalized at the state level. A change in the federal





attitude towards enforcement could cripple the industry. The medical and recreational marijuana industry is our primary target market, and if this industry was unable to operate, we would be subject to all potential remedies under federal law and lose the majority of our potential clients, which would have a negative impact on our business, operations and financial condition.

The ability of the Company to continue as a going concern is dependent on our ability to raise adequate capital to fund operating losses until we are able to engage in profitable business operations and the continuation of the current regulatory and enforcement environment. To the extent financing is not available, the Company may not be able to, or may be delayed in, developing our services and meeting our obligations.

Management's plans to address these matters include maintaining an awareness of the current regulatory and enforcement environment, controlling costs, evaluating our projected expenditures relative to our available cash and evaluating additional means of financing in order to satisfy our working capital and other cash requirements. The accompanying consolidated financial statements do not reflect any adjustments that might result from the outcome of these uncertainties.

WE HAVE A HISTORY OF LOSSES AND OUR AUDITORS' OPINION INCLUDES A "GOING CONCERN" QUALIFICATION.

We experienced a net loss of \$251,338 in our fiscal year ended June 30, 2015 and continue to experience losses in our current year having a net loss of \$239,484 for the nine months ended March 31, 2016. As of March 31, 2016 we had an accumulated shareholders' deficit of \$11,680,012. As a result of these factors our auditors have included a "going concern" qualification in their report on our financial statements.

PRESENT MANAGEMENT OWNS A MAJORITY OF OUR STOCK AND IS IN A POSITION TO CONTROL OUR AFFAIRS.

Wayne Zallen, our CEO, owns 84.84% of our issued and outstanding shares. After this offering and the sale of all of the Units, he will own 77.95% of our issued and outstanding shares. Clearly Mr. Zallen is in a position currently and after the offering will be in a position to totally control Grow Condo's affairs.

THE DIMINUTION OR LOSS OF, MISAPPROPRIATION OF, OR LEGAL CLAIMS ON, THE BRAND NAME "Grow Condo's Inc" WOULD HAVE A MATERIAL ADVERSE AFFECT ON OUR BUSINESS.

We are highly dependent on our brand name "Grow Condo's Inc." for the success of our venture. We believe the diminution or loss, misappropriation of our existing proprietary rights or claims of infringement or legal actions related to the intellectual property of the "Grow Condo's " brand name, or any other negative market or industry perception arising from these events, would have a material adverse effect on our business.

We currently rely on contractual rights, copyrights, trademarks and trade secrets to protect our intellectual property rights. We do not hold any patents. We cannot assure you that our means of protecting our proprietary rights will be adequate or that our competitors will not independently develop comparable or superior technologies or obtain unauthorized access to our proprietary technologies.





We hold the Internet domain name www.Growcondos.com. Under current domain name registration practices, no one else can obtain an identical domain name, but someone might obtain a similar name, or the identical name with a different suffix, such as ".org", or with a country designation. The regulation of domain names in the United States and in foreign countries is subject to change, and we could be unable to prevent third parties from acquiring domain names that infringe or otherwise decrease the value of our domain names.

IF WE ARE UNABLE TO ESTABLISH AND MAINTAIN STRATEGIC RELATIONSHIPS WITH OTHER CUSTOMERS AND VENDORS, REAL ESTATE PROFESSIONALS, OUR BUSINESS COULD BE ADVERSELY AFFECTED.

We depend on establishing and maintaining distribution relationships for a significant portion of our customers. There is intense competition for placements on these sites, and we may not be able to enter into such relationships on commercially reasonable terms or at all. Even if we enter into distribution relationships with these web sites, they themselves may not attract significant numbers of users. Therefore, our site may not receive additional users from these relationships. Moreover, we may have to pay significant fees to establish these relationships.

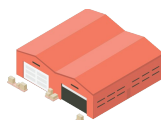
WE ARE SIGNIFICANTLY INFLUENCED BY OUR OFFICERS, DIRECTORS AND ENTITIES AFFILIATED WITH THEM, AND YOU MAY BE UNABLE TO PREVENT THEM FROM TAKING ACTIONS THAT ADVERSELY AFFECT THE COMPANY.

In the aggregate, ownership of GRWC shares by management represents approximately 90 % (before offering) of our issued and outstanding shares of Common Stock. These shareholders, if acting together, will be able to significantly influence all matters requiring approval by shareholders, including the election of directors and the approval of mergers or other business combinations transactions. These shareholders may take actions that adversely affect the Company, which could affect the value of your investment.

OUR INABILITY TO RETAIN KEY PERSONNEL COULD HAVE AN ADVERSE EFFECT ON OUR BUSINESS, RESULTS OF OPERATIONS AND FINANCIAL CONDITION.

Our future performance is dependent on the ability to retain key personnel. The Company's performance is substantially dependent on the performance of senior management and key technical personnel. In particular, the Company's success depends on the continued efforts of its senior management team. The loss of the services of any of its executive officers or other key employees could have a material adverse effect on the Company's business, results of operations and financial condition.

Future success also depends on the continuing ability to retain and attract highly qualified technical, editorial and managerial personnel. The Company anticipates that the number of employees will increase in the next 12 months. Wages for managerial and technical employees are increasing and are expected to continue to increase in the foreseeable future due to the competitive nature of this job market. The Company has experienced difficulty from time to time in attracting the personnel necessary to support the growth of its business, and we cannot assure you that we will not experience similar difficulty in the future. The inability to attract and retain the technical and managerial personnel necessary to support the growth of its business could have a material adverse effect upon the Company's business, results of operations and financial condition.





WE NEED AND MAY BE UNABLE TO OBTAIN ADDITIONAL FUNDING ON SATISFACTORY TERMS, WHICH COULD DILUTE OUR STOCKHOLDERS OR IMPOSE BURDENSOME FINANCIAL RESTRICTIONS ON OUR BUSINESS.

The further development of our products will require a commitment of substantial funds in excess of the proceeds of from the Offering to conduct the costly and time-consuming research and bring our products to market. Our future capital requirements will depend on many factors, including: the progress of our research and development programs; the need to protect our intellectual property rights; competing technological and market developments; and our ability to establish and maintain collaborative and other arrangements with third parties to assist in bringing our products to market and the cost of such arrangements.

We will need to raise substantial additional capital to fund our future operations. We cannot be certain that additional financing will be available on acceptable terms, or at all. In recent years, it has been difficult for companies to raise capital due to a variety of factors, which may or may not continue. To the extent we raise additional capital through the sale of equity securities, the ownership position of our existing stockholders could be substantially diluted. If additional funds are raised through the issuance of preferred stock or debt securities, these securities are likely to have rights, preferences and privileges senior to our Common Stock. Fluctuating interest rates could also increase the costs of any debt financing we may obtain.

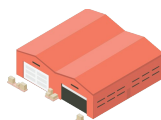
Failure to successfully address ongoing liquidity requirements will have a material adverse effect on our business. If we are unable to obtain additional capital on acceptable terms when needed, we may be required to take actions that harm our business and our ability to achieve cash flow in the future, including, possibly, the surrender of our rights to some technologies or product opportunities, delaying our clinical trials or curtailing or ceasing operations.

OUR FAILURE TO MANAGE GROWTH EFFECTIVELY COULD IMPAIR OUR BUSINESS.

Our business strategy envisions a period of rapid growth that may put a strain on our administrative, operational resources and funding requirements. Our ability to effectively manage growth will require us to continue to expand the capabilities of our operational and management systems and to attract, train, manage and retain qualified technicians, salespersons and other personnel. We cannot assure you that we will be able to do so, particularly if our losses continue and we are unable to obtain sufficient financing. If we are unable to successfully manage our growth, our business, prospects, financial condition and results of operations could be adversely affected.

WE OPERATE WITHIN A HIGHLY COMPETITIVE AND COMPLEX MARKET THAT IS DIRECTLY OR INDIRECTLY AFFECTED BY MARKET RISKS AND REGULATIONS, WHICH COULD HAVE AN ADVERSE EFFECT ON OUR BUSINESS.

GRWC operates as a servicer of the cannabis industry and cannabis is an extremely competitive and fragmented industry. The industry can be significantly affected by many factors, including changes in local, regional, and national economic conditions, changes in consumer preferences, brand name recognition, marketing and the development of new and competing financial media companies. We expect that existing businesses that compete with us and have greater financial resources than us will be able to undertake more extensive marketing campaigns and more aggressive advertising sales policies than us, thereby generating more attention to their companies and websites. These competitive pressures could have a material adverse effect on our business, prospects, financial condition, and results of operations.





RISKS RELATED TO OUR INDUSTRY:

OUR DEPENDENCE ON THE CONTINUED GROWTH IN THE USE OF THE WEB, PARTICULARLY FOR LEAD GENERATION, COULD ADVERSELY AFFECT OUR RESULTS OF OPERATIONS.

If our business grows our infrastructure may not be able to support the demands placed on it by this growth or its performance and reliability may decline. In addition, the cannabis market places experienced interruptions in their service as a result of outages and other delays occurring throughout the marketplace infrastructure. If these outages or delays frequently occur in the future, web usage, as well as usage of our web site, could grow more slowly or decline, which could adversely affect our results of operations.

OUR CONDO CUSTOMERS WILL PRIMARILY BE SMALL BUSINESSES AND THEIR FAILURE COULD HURT OUR BUSINESS

Many of our clients are primarily “small companies and are subject to all of the risks of small businesses.

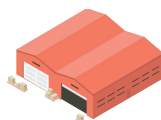
They frequently depend on the management talents and efforts of one person or a small group of persons for their success, and the death, disability or resignation of one or more of these persons could have a material adverse impact on our clients and their ability to grow. In addition, small businesses often have narrower product lines and smaller market shares than their competition. Such companies may also experience substantial variations in operating results. These companies may be more vulnerable to customer preferences, market conditions or economic downturns. Because of these factors, most of which are beyond our control, we cannot assure you that the securities we receive will have any value when we are able to dispose of them.

BECAUSE OUR COMMON STOCK IS CONSIDERED A PENNY STOCK, ANY INVESTMENT IN OUR COMMON STOCK IS CONSIDERED A HIGH-RISK INVESTMENT AND IS SUBJECT TO RESTRICTIONS ON MARKETABILITY; YOU MAY BE UNABLE TO SELL YOUR SHARES.

Our common stock is considered a “penny stock,” which is generally defined as any equity security that has a minimum bid price of less than \$5.00 per share and that is not listed for trading on a national stock exchange. This classification adversely affects the market liquidity for our common stock.

For any transaction involving a penny stock, unless exempt, the penny stock rules require that a broker or dealer approve a person’s account for transactions in penny stocks and the broker or dealer receive from the investor a written agreement to the transaction setting forth the identity and quantity of the penny stock to be purchased. In order to approve a person’s account for transactions in penny stocks, the broker or dealer must obtain financial information and investment experience and objectives of the person and make a reasonable determination that the transactions in penny stocks are suitable for that person and that that person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks. The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prepared by the SEC relating to the penny stock market, which, in highlight form, sets forth the basis on which the broker or dealer made the suitability determination and that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Disclosure must also be made about the risks of investing in penny stocks in both public offerings and in secondary trading and commission payable to both the broker-dealer and the registered representative, current quo-





tations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Because of these regulations, broker-dealers may not wish to engage in the necessary paperwork and disclosures and/or may encounter difficulties in their attempt to sell shares of our common stock, which may affect the ability of stockholders to sell their shares in any secondary market and have the effect of reducing the level of trading activity in any secondary market. These additional sales practice and disclosure requirements could impede the sale of our common stock. Our common stock, in all probability, will be subject to such penny stock rules for the foreseeable future and our stockholders will, in all likelihood, find it difficult to sell their shares of our common stock.

The SEC may review our securities filings and may require us to revise or make additions to the disclosures contained therein that are also contained in this Memorandum.

We file annual, quarterly and current reports and other information with the SEC. Such filings may contain information in addition to, or different from, the information contained herein. Moreover, from time to time the SEC may review and comment on our filings and require revisions to the disclosures contained therein or in subsequent filings with the SEC. It is not unusual for the comment process to be lengthy and result in significant changes to such disclosures. Such revisions may include revisions to disclosures contained in such filings that are similar to disclosures contained in this Memorandum, which you may regard as material and which, if available at the time of your investment, could have affected your investment decision.

The market price for our shares may be particularly volatile given our status as a relatively unknown company with a small and thinly traded public float, limited operating history and lack of profits which could lead to wide fluctuations in our share price. The offering price for our shares may not be indicative of the price of the shares that will prevail in the trading market, in the event that an active market for our shares commences and is maintained. You may be unable to sell your shares at or above your purchase price, which may result in substantial losses to you.

The potential volatility in our share price is attributable to a number of factors. First, our shares are sporadically and thinly traded. As a consequence of this lack of liquidity, the trading of relatively small quantities of shares by our shareholders may disproportionately influence the price of those shares in either direction. The price for our shares could, for example, decline precipitously in the event that a large number of shares are sold on the market without commensurate demand, as compared to a seasoned issuer with an active trading market which could better absorb those sales without adverse impact on its share price. Second, we are a speculative or "risky" investment due to our limited operating history and lack of profits to date, and uncertainty of future market acceptance for our potential products. As a consequence of this enhanced risk, more risk-averse investors may, under the fear of losing all or most of their investment in the event of negative news or lack of progress, be more inclined to sell their shares on the market more quickly and at greater discounts than would be the case with the stock of a seasoned issuer. Many of these factors will be beyond our control and may decrease the market price of our shares, regardless of our operating performance. We cannot make any predictions as to what the prevailing market price for our shares will be at any time, including as to what affect that the sale of shares or the availability of shares for sale at any time will have on the prevailing market.

In addition, the market price of our shares, should one commence and be maintained, could be subject to wide fluctuations in response to:

- quarterly variations in our revenues and operating expenses,
- announcements of new products or services by us,





- fluctuations in interest rates,
- significant sales of our shares,
- the operating and stock price performance of other companies that investors may deem comparable to us, and
- news reports relating to trends in our markets or general economic conditions.

The stock market in general and the market prices for penny stock companies in particular, have experienced volatility that often has been unrelated to the operating performance of such companies. These broad market and industry fluctuations may adversely affect the price of our stock, regardless of our scope.

RISK FACTORS RELATING TO THIS OFFERING:

AS WE DETERMINED THE OFFERING PRICE OF THE UNITS ARBITRARILY, IT MAY NOT REFLECT ACCURATELY THE VALUE OF THE COMPANY.

The offering price of the Units being offered hereby was determined arbitrarily by the Company, bears no relationship to the Company's assets, book value, net worth or operations, and may not be indicative of the actual value of the Company.

AS THE SECURITIES SOLD IN THIS OFFERING WILL BE RESTRICTED SECURITIES WITH LIMITED LIQUIDITY, YOU MAY BE UNABLE TO LIQUIDATE YOUR INVESTMENT IN THE COMPANY.

The Units, Common Stock and Warrants are restricted securities under the Securities Act. Investors will be required to hold these securities for which there will be no current market. Under Rule 144 promulgated under the Exchange Act, the securities will have to be held for at least six months prior to sales, unless a registration statement is sooner filed for the benefit of the investors. Even if such a registration statement were filed by the Company, there may be no underwriting of additional shares in a conventional fashion and thus no market support for the securities from the broker-dealer community. As a result, you may have difficulty selling, or be unable to sell, any Securities you purchase in this Offering.

YOU WILL EXPERIENCE IMMEDIATE AND SUBSTANTIAL DILUTION IN THE NET TANGIBLE BOOK VALUE OF ANY SHARES YOU PURCHASE IN THIS OFFERING.

Purchasers of the Units in the Offering will experience immediate substantial dilution in the net tangible book value of the shares of Common Stock they acquire from the offering price herein.

WE MAY ISSUE ADDITIONAL COMMON STOCK OR PREFERRED STOCK AT PRICES AND ON TERMS DETERMINED BY OUR BOARD OF DIRECTORS, WITHOUT SHAREHOLDER APPROVAL, THAT, UPON ISSUANCE, MAY RESULT IN SUBSTANTIAL DILUTION OF OUR SHAREHOLDERS' INTERESTS AND MAY ADVERSELY AFFECT THE MARKET PRICE OR VALUE OF OUR COMMON STOCK AND WARRANTS.

Assuming the sale of all 250 Units, and after reserving 31,609,667 shares for outstanding Warrants, the Company will still have in excess of shares of Common Stock and 5,000,000 shares of preferred stock available for issuance. We have the right to offer these shares at offering prices to be determined in sole discretion of our board of directors. The sale of these shares may result in substantial dilution to our shareholders. Also the preferred





stock may have rights superior to those of our Common Stock. These stock issuances may adversely affect the market price or value of our Common Stock as well as our redeemable warrants.

LIMITATIONS ON THE TRANSFERABILITY OF THE UNITS, COMMON STOCK AND WARRANTS MAY MAKE IT DIFFICULT TO LIQUIDATE YOUR INVESTMENT.

It is unlikely that investors will be able to liquidate their investments in the Units, Common Stock and Warrants in the event of an emergency. There is a limited public market for the Common Stock. A public market for the Units or Warrants does not exist and we cannot assure you that one will ever develop. Moreover, the transferability of the Units, Common Stock, or Warrants will be affected by restrictions on resale imposed under federal and state securities laws, as previously discussed. Investors should be able to bear the risk of an investment in the Units indefinitely as they may be unable to liquidate their investments quickly or at all.

NO MINIMUM OFFERING

There is no minimum offering amount. Accordingly, if we only sell a few Units, the Company will receive those investors' funds, but will be unlikely to accomplish its plans as set forth herein and there is a greater likelihood that investors' will lose their investment.

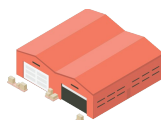
DEPENDING UPON, AMONG OTHER THINGS, YOUR ABILITY AND WILLINGNESS TO ACCEPT THE RISKS OF AN INVESTMENT IN THE UNITS, PURCHASING UNITS IN THIS OFFERING MAY NOT BE A SUITABLE INVESTMENT FOR YOU.

The economic benefit from an investment in the Company depends upon many factors beyond the control of the Company. Accordingly, the suitability for any particular investor of a purchase of the Units will depend upon, among other things, such investor's investment objectives and such investor's ability to accept speculative risks. An investment in the Units may not be a suitable investment for you.

USE OF PROCEEDS

The net proceeds to the Company from the Offering, after deduction of the maximum amount of commissions we anticipate paying if we engage broker/dealers to assist with the Offering, will be approximately \$250,000 in the event of the maximum offering being sold. Management anticipates the proceeds to be allocated in the following priority:

Description of Use	<u>Amount</u>	<u>Percent</u>
Smoke on the Water	\$300,000	12%
Costs associated with Offering	\$300,000	12%
Investor Relations	\$275,000	11 %
Marketing and Advertising	\$100,000	4%
Eugene Build Out (Phase 1)	\$1,000,000	34%
Management and administration	\$350,000	20%
Management Consultants	<u>\$175,000</u>	<u>7%</u>





TOTAL \$2,500,000 100%

The amounts set forth above represent the Company's present intentions for the use of the net proceeds from this Offering. However, actual expenditures could including, without limitation, changes in economic vary considerably depending upon many factors, conditions, unanticipated complications, delays and expenses, or problems relating to the development of the Company's Internet-related services. Any reallocation of the net proceeds of the Offering will be made at the discretion of the Board of Directors but will be in furtherance of the Company's strategy to achieve growth and profitable operations. The Company's working capital requirements are a function of its future sales growth and profitable operations, neither of which can be predicted with any reasonable degree of certainty. As a result, although the Company estimates such proceeds will meet cash operating requirements for approximately 12 months, the Company is unable to precisely forecast the period of time for which net proceeds of this Offering will meet such requirements.

Pending use of the net proceeds of the Offering, the funds will be invested temporarily in certificates of deposit, short-term government securities or similar investments. Any income from these short-term investments will be used for working capital.

CAPITALIZATION

Summary Capitalization	
Common Stock	28,289,123
Stock Option Plan	2,000,000
Total Fully Diluted Shares	30,289,123

DILUTION

Dilution means the difference between the Offering price and the pro forma net tangible book value per Share after giving effect to this Offering. Thus, absent a significant increase in the net tangible book value of the Company prior to the issuance of such Shares, which is extremely unlikely, a substantial dilution will occur upon the issuance of Shares to the purchasers.

As of March 31, 2016, we had 28,289,123 shares outstanding and a net asset value of negative (\$50,323) or \$0.00 per share.

If all of the Units were sold and none of the purchase price of the Units were attributed to the Warrants, then we would have 33,289,123 shares outstanding and a net asset value \$2,449,677 or \$0.08 per share. Accordingly, investors in this offering would experience dilution of \$0.92 per share and our existing shareholders would receive a benefit of \$0.08 per share.





BUSINESS BACKGROUND:

Grow Condos, Inc. (f/k/a Fanatic Fans Inc. and Calibrus, Inc.) was incorporated on October 22, 1999, in the State of Nevada. Recently, GCI, through Fanatic Fans Inc., had made a decision to focus on its Social Networking operations which includes Fanatic Fans, a mobile smartphone application centered around live sporting and entertainment events, and JabberMonkey, a social expression website centered around gathering public opinion on current events. Then Fanatic Fans Inc. management decided to combine operations with WCS Enterprises, LLC ("WCS").

Our subsidiary, WCS is an Oregon limited liability company which was formed on September 9, 2013 with operations beginning in October 2013. WCS is a real estate purchaser, developer and manager of specific use industrial properties providing "Condo" style turn-key aeroponic grow facilities to support cannabis farmers. WCS intends to own, lease, sell and manage multi-tenant properties so as to reduce the risk of ownership and reduce costs to tenants and owners.

On June 30, 2014, GCI entered into a definitive agreement (the "Agreement") with the members of WCS for the acquisition of all of the outstanding membership interests of WCS in exchange for 20,410,000 restricted shares of GCI's common stock. The shares were issued to a total of three persons pursuant to the exemption from registration set forth in Section 4(2) of the Securities Act of 1933. In connection with the Agreement, one member of WCS gained control of GCI by virtue of his stock ownership in the Company received in the acquisition. This member acquired 18,369,000 shares of GCI common stock on June 30, 2014, in exchange for his ownership share of WCS. The shares received under the Agreement gave this member effective control of GCI by virtue of holding approximately 44% of GCI's voting stock. In addition, on June 30, 2014, the GCI CEO, President and CFO resigned and the WCS officers were appointed to fill these position by the board of directors of GCI. In total, the WCS members hold 51.67% of the post-acquisition common stock of GCI and GCI's officers are the former officers of WCS, making the transaction a reverse acquisition.

Our wholly-owned subsidiary, WCS Enterprises, LLC ("WCS") is an Oregon limited liability company which was formed on September 9, 2013, began operations in October 2014, and was acquired by us in June 2014 in exchange for shares of our common stock. The acquisition of WCS resulted in a change of control of the Company and at or shortly after the closing of such acquisition, the persons designated by WCS became the officers and directors of the Company. As a result of our acquisition of WCS in June 2014, we became engaged in the real estate purchaser, developer and manager of specific use industrial properties business and continue to develop and operate our social networking projects.

Through WCS, we are a real estate purchaser, developer and manager of specific use industrial properties providing "Condo" style turn-key grow facilities to support cannabis growers in the United States cannabis industry. We intend to own, lease, sell and manage multi-tenant properties so as to reduce the risk of ownership and reduce costs to the tenants and owners. We will offer tenants the option to lease, lease to purchase or buy their condo warehouse space that is divided into comparable 1,500 - 2,500 square foot condominium units. Each Condo unit will be uniquely designed and have all necessary resources as an optimum stand-alone grow facility. We believe that cannabis farmers will pay an above market rate to lease or buy our condo grow facility. We will purchase and develop buildings that are divisible into separate units to attract multiple farmers and reduce the risk of single tenant leases. In addition to our "Condo" turn-key growing facilities, we intend to provide marijuana grow consulting services and equipment and supplies as part of our turn-key offerings. We are aggressively looking for our next property in the western area of the United States where medical cannabis has been legal-





ized and where recreational cannabis has been or is in the process of legalization. The Company is not directly involved in the growing, distribution or sale of cannabis.

FORWARD-LOOKING STATEMENTS

Certain statements contained herein constitute "forward-looking statements," which can be identified by the use of predictive, future-tense or forward-looking terminology such as "believes," "anticipates," "expects," "estimates," "plans," "may," "intends," "will," or similar terms. These statements appear in a number of places in this report and include statements regarding the intent, belief or current expectations of the Company, its directors or its officers with respect to, among other things: (i) trends affecting the Company's financial condition or results of operations, (ii) the Company's business and growth strategies, (iii) the Internet and Internet commerce, and (iv) the Company's financing plans. Investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve significant risks and uncertainties, and that actual results may differ materially from those projected in the forward-looking statements.

MANAGEMENT

NAME	AGE	POSITION
Wayne Zallen	62	Chairman of the Board and Chief Executive Officer
David Tobias	61	Director
Joann Cleckner	67	Chief Financial Officer
Carl Sanko	49	Director

Wayne Zallen – Chief Executive Officer

Mr. Zallen bought an unfinished industrial warehouse Condominium project from the bank and developed it into a safe haven for medical marijuana growers. Mr. Zallen developed a workable lease option model that benefits the grower as well as the investor. From 4/2009 – present Mr. Zallen developed an aeroponic growing method that produces superior quality medical marijuana in a minimum amount of time. From 2006 to present Mr. Zallen was the President of Sigclo Enterprises, LLC a business incubator specializing in importing and distributing goods through a multitude of web based consumer channels. Prior to that Mr. Zallen specialized in buying, building or assisting startup companies in achieving their untapped potential then selling them to sound operators. To date these businesses continue to operate profitably. From 1986 to 2000 Mr. Zallen was a successful member of the financial services industry, owning one of Allstate's first insurance franchises, and achieving a top 1% national ranking. Later he established a San Francisco Bay Area regional office of American National Financial, Inc., where he hired, trained and motivating sales agents to originate over \$8 million per/month in wholesale and retail loans across Northern California. During the early 1980's Mr. Zallen was a Business Manager/ Account Execu-





tive for John Rhein Advertising and was responsible for business management, budgeting, media evaluation and procurement. At John Rhein Advertising he developed exclusive advertising campaigns syndicated nationwide. In 1977 Mr. Zallen obtained an Industrial Design Bachelor of Science degree from The Ohio State University.

David Tobias - Director

Mr. Tobias has served as President of Wild Earth Naturals since May, 2013. Prior to that, from October 2009 until May 2011, Mr. Tobias held the position of Vice President at Medical Marijuana Inc. where he was instrumental in bringing forward and culminating the merger between CannaBank and Medical Marijuana, Inc. He was earlier Sales Manager for Tulsa custom builder Xcite Homes, from October 2008 to August 2009. Among other qualifications, Mr. Tobias brings to the Board executive leadership experience, including his service as a president of a public company, along with extensive entrepreneurial experience. Mr. Tobias also has a keen sense of the social, political, and economic environment in which the company operates. Mr. Tobias is also currently serving on the board of directors of Cannabis Sativa, Inc., a company subject to the reporting requirements of Section 13 of the Securities Act of 1933.

Joann Zallen Cleckner – Chief Financial Officer

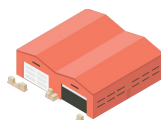
Ms. Cleckner is a native of New York; raised in central Ohio and spent most of her adult life in the San Francisco Bay Area. She has recently relocated to Southern Oregon. After earning a BA in Comprehensive Social Studies at The Ohio State University, she went on to earn an MA in Public Administration with an emphasis in Personnel and Labor Relations. After working at a number of unfulfilling jobs, she returned to school at Sonoma State University where she earned a BS (with distinction) in Management with an Accounting emphasis. She worked in the Tax Department of Bank of America; when the division she worked for was sold to General Electric, she became a Divisional Controller. After years in the large corporate environment, she hung out her single and worked for various clients doing contract accounting. Subsequently, she took a position in Public Accounting, working as a senior auditor, passing the Uniform CPA Examination and earning her California CPA license. She opened her own practice, specializing in small business consulting and taxes. She “retired” and returned to school again, earning a JD, Cum Laude. Joann is interested in alternate dispute resolution and has an Oregon Mediation Certification. Over the years she has served on numerous not for profit boards.

Carl S. Sanko – Director

Mr. Sanko has been self-employed as Carl S. Sanko CPA for last 5 years, providing tax, accounting, and consulting services, including the past one and a half years as contract CFO, Secretary, and Director of Kush (a Nevada corporation). Also, during the past five years Carl has been a real estate Broker, working under his name, Carl Sanko.

PRINCIPAL SHAREHOLDERS

The following table sets forth, as of the date of this Memorandum, the number of shares of the Company's Common Stock and percentage of the outstanding shares of the Company's Common Stock owned beneficially (1) by each officer and director of the Company; (2) by all officers and directors of the Company as a group; and (3) by all persons who are known to the Company to own more than five percent of the Company's Common Stock. The table also reflects percentage shareholdings assuming the sale of the maximum number of Units in this offering.





Name	Percentage of Outstanding Shares Beneficially Owned	
	Prior to Offering	After Offering
Wayne Zallen, CEO	84.84%	77.95%
David Tobias, Director	4.75%	4.3%
Joann Cleckner, CFO	0.53%	0.49%
Carl Sanko, Director	1.02%	0.94%

DESCRIPTION OF SECURITIES

General

The authorized capital stock of the Company is 105 million shares consisting of 100,000,000 shares of Common Stock, \$0.001 par value, and 5,000,000 shares of Preferred Stock, \$0.001 par value. There are 28,289,123 shares of Common Stock and no shares of Preferred Stock outstanding.

(Do we still in fact have the preferred out as Wayne exercised and converted to common. Think we should check with the state)

Units

Each Unit offered hereby consists of 20,000 shares of Common Stock and 10,000 Class A Warrants to purchase shares of Common Stock at \$1.75 per share, 10,000 Class B Warrants to purchase shares of Common Stock at \$2.75 per share. No trading market currently exists for the Units or the Warrants.

Common Stock

As of the date of this Memorandum, the Company had 28,289,123 shares of Common Stock issued and outstanding.

Voting

The holders of the Common Stock are entitled to one vote for each share held at all meetings of stockholders (and written actions in lieu of a meeting). There is no cumulative voting. The holders of shares of Common Stock are entitled to dividends when and as declared by the Board of Directors from funds legally available therefor, and upon liquidation are entitled to share pro rata in any distribution to holders of Common Stock. There are no preemptive, conversion or redemption privileges, nor sinking fund provisions with respect to the Common Stock.





Changes in Authorized Number

The number of authorized shares of Common Stock may be increased or decreased, subject to the Company's legal commitments at any time and from time to time to issue them, by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote.

Preferred Stock In General

The Board of Directors of the Company has authority to issue the authorized Preferred Stock in one or more series, each series to have such designation and number of shares as the Board of Directors may fix prior to the issuance of any shares of such series. Each series may have such preferences and relative, participating, optional or other special rights, with such qualifications, limitations or restrictions, as are stated in the resolution or resolutions providing for the issue of such series as may be adopted from time to time by the Board of Directors prior to the issuance of any shares of such series. Currently there are no shares of Preferred Stock issued and outstanding.

Class A, Class B

Each Class A Warrant entitles the holder thereof to purchase shares of Common Stock at a price of \$1.75 per share until 12 months after its date of issuance, each Class B Warrant entitles the holder thereof to purchase shares of Common Stock at a price of \$2.75 per share until 24 months after its date of issuance,

The Warrants are redeemable by the Company commencing upon the earlier to occur of (i) the effective date of a registration statement registering the Warrant Shares for resale and (ii) twelve months after the date of issuance of the Warrants, upon 30 days' notice, at a price of \$0.01 per Warrant, provided that the Market Price of the Common Stock for any 5 consecutive trading days prior to the day on which the Company gives notice of redemption has been at least \$2.75 per share for the Class A Warrants, at least \$4.50 per share for the Class B, subject to 30 days written notice.

AVAILABILITY OF ADDITIONAL INFORMATION

The Company is subject to the reporting requirements of the Exchange Act and, in accordance therewith, files annual and quarterly reports, proxy statements and other information with the SEC. You can read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington DC 20549. You may obtain information regarding the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

The Company hereby incorporates in, and makes a part of, this Memorandum the following documents: (1) the Company's Annual Report on Form 10-KSB filed on December 7, 2007 for the fiscal year ended August 31, 2007 (the "10-KSB") and (2) any other reports or documents we are required to file pursuant to section 13(a), 14(a), 14(c) or 15(d) of the Exchange Act since we filed the Form 10-KSB. You may request and obtain a copy of these filings, at no cost, by writing or telephoning us at the following address or phone number:

Grow Condos, Inc.
722 W. Dutton Road





Eagle Point, Oregon 97524
(541) 879-0504

The Company will make available to each potential investor the opportunity to ask questions and receive answers concerning this Offering and the Company, and to obtain any additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished in this Memorandum. Copies of the Company's Articles of Incorporation, Bylaws, material contracts and other relevant information will be made available upon request to the extent the Company can do so without unreasonable expense or effort. Questions regarding this Offering should be directed to: Investor Relations.

Offeree Questionnaire

The information contained herein is being furnished to you in order to assure you that the undersigned meets the standards of an "Accredited Investor" defined by Rule 501 of Regulation D promulgated under the Securities Act of 1933 (the "Act") relating to the purchase of Units, consisting of common stock and warrants to purchase common stock (the "Securities") of Grow Condo's Inc (the "Company"). The undersigned understands that: (i) you will rely on the information contained herein for purposes of such determination; and (ii) the securities will not be registered under the Act in reliance upon the exemption from registration provided by Section 4(2) of the Act and Rule 506.

The undersigned further represents to you that: (i) the information contained herein is complete and accurate and may be relied upon by you, and (ii) the undersigned will notify you immediately of any material change in any of such information occurring prior to the purchase of such securities, if any purchase is made, by the undersigned.

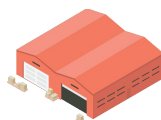
THE UNDERSIGNED UNDERSTANDS AND AGREES THAT ALTHOUGH THIS QUESTIONNAIRE WILL BE KEPT STRICTLY CONFIDENTIAL, WALL STREET DIRECT, INC., AND/OR THE ISSUER OF ANY SECURITIES PURCHASED BY THE UNDERSIGNED MAY PRESENT THIS QUESTIONNAIRE TO SUCH PARTIES AS IT DEEMS ADVISABLE IF CALLED UPON TO ESTABLISH THE AVAILABILITY UNDER ANY FEDERAL OR STATE SECURITIES LAWS OF AN EXEMPTION FROM REGISTRATION OF THIS OFFERING.

THIS QUESTIONNAIRE IS NOT AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY BUT MERELY A REQUEST FOR INFORMATION PURSUANT TO REGULATION D AND RULE 506 OF THE SECURITIES AND EXCHANGE COMMISSION.

Please complete, sign, date and return this Questionnaire to as soon as possible.

SECTION A

General information, all investors must complete this section





Name(s):	
Home Address:	
Home/Cell Telephone:	() -
Employer(s):	
Business Address:	
Business Telephone:	() -
Occupation:	
E-Mail Address:	
Send Mail To:	() Home () Business
Complete the following ONLY if the information differs from that given above If investment is as joint tenants or tenants-in-common: indicate relationship	
Indicate type of investment	() Joint Tenants () Tenants-In-Common
Home Address:	
Home/Cell Telephone:	() -
Employer:	
Business Address:	
Business Telephone:	() -
Occupation:	
E-Mail Address:	
Send Mail To:	() Home () Business





SECTION B

ITEM I.

ALL ACCREDITED INVESTORS MUST INITIAL THE FOLLOWING LINE:

_____ (Initial) I understand that the representations contained in this Section B are made for the purpose of qualifying me as an accredited investor as that term is defined by the Securities and Exchange Commission for the purpose of inducing a sale of securities to me. I hereby represent that the statement or statements initialed below are true and correct in all respects. I understand that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against me for damages.

ITEM II.

INDIVIDUAL ACCREDITED INVESTORS MUST INITIAL ONE OR MORE OF THE FOLLOWING THREE STATEMENTS WHICH ARE TRUE:

I hereby certify that I am familiar with the definition of the term "accredited investor" as defined in Rule 501 of Regulation D issued pursuant to the Securities Act of 1933, as amended, and that I meet the criteria to qualify as an accredited investor, in the category or categories indicated by my initials below.

1. I am a director, executive officer, or general partner of the issuer of the securities being offered or sold, or a director, executive officer, or general partner of a general partner of that issuer.
2. I am a natural person whose individual net worth, or joint net worth with that of my spouse is at least \$1,000,000, excluding the value of my primary residence, but including indebtedness secured by such residence in excess of the value of such residence, and calculated in accordance with the below-described rules.
3. I am a natural person who had individual income in excess of \$200,000 in each of the two most recent years of joint income with my spouse in excess of \$300,00 in each of those years and I have reasonable expectation of reaching the same income level in the current year.

Rules regarding primary residences: In calculating my net worth, I have (i) excluded my primary residence as an asset, (ii) excluded debt secured by such residence, up to the estimated fair market value of the residence; (iii) included the amount of any increase on the debt secured by the primary residence incurred within 60 days prior to the purchase of the securities (unless related to the acquisition of the primary residence); and (iv) included debt in excess of the fair market value of the primary residence.

Dated: _____

Signature: _____

Print Name: _____





Address: _____

ITEM III.

ACCREDITED **PARTNERSHIPS, CORPORATIONS,** OR OTHER ENTITIES WHICH ARE NOT TRUSTS MUST **INITIAL** AT LEAST ONE OF THE FOLLOWING STATEMENTS.

1. On behalf of the investor, I hereby certify that the investor has (a) total assets in excess of \$5,000,000. On behalf of the investor, I also certify that the investor (b) was not formed for the specific purpose of investing in the Company.
2. On behalf of the investor, I hereby certify that all of the beneficial owners of equity in the investor qualify as accredited individual investors under either Item II (1) or (2) above.

Investors attempting to qualify under this Section may be required to furnish additional information

ITEM IV.

ACCREDITED **TRUSTS** MUST **INITIAL** AT LEAST ONE OF THE FOLLOWING STATEMENTS:

1. On behalf of the investor, I hereby certify that the investor is a trust with total assets in excess of \$5,000,000 not formed for the specific purpose of investing in the Company, whose purchase is directed by a sophisticated person having such knowledge and experience in financial matters that he is capable of evaluating the merits and risks of an investment in the Company.

1. On behalf of the investor, I hereby certify that all of the beneficial owners of equity in the investor qualify as accredited individual investors under either Item II.A or B above. Investors attempting to qualify under this Section may be required to furnish additional information.

SECTION C

ALL INVESTORS REPRESENT THAT:





- (a) The information contained herein is complete and accurate and may be relied upon, and
- (b) I will notify you immediately of any material change in any of such information occurring prior to the acceptance of my subscription.

IN WITNESS WHEREOF, the undersigned has initialed the foregoing statements and executed this Questionnaire this _____ day of _____, 2008.

FOR INDIVIDUALS:

Print Name

BOTH PARTIES MUST SIGN FOR JOINT TENANTS

Signature(s)

FOR TRUSTS, CORPORATIONS, PARTNERSHIPS

Print Name of Entity

By _____

(Print Name of Person Making Investment Decision)





SUBSCRIPTION AGREEMENT

Joann Cleckner, CFO
Grow Condos, Inc.
722 W. Dutton Road





Eagle Point, Oregon 97524 (541) 879-0504

The undersigned understands that Grow Condo's Inc., a Nevada corporation (the "Company"), is offering for sale to certain qualified investors 250 units. Each unit (a "Unit") consists of 10,000 shares of Common Stock, par value \$0.001 per share (the "Common Stock"), a redeemable Class A Warrant (the "Class A Warrant"), a redeemable Class B Warrant (the "Class B Warrant"). Each Class A Warrant entitles the registered holder thereof to purchase, at any time until nine (12) months after the issuance date thereof, 10,000 shares of Common Stock at an exercise price of \$1.75 per share, subject to adjustment. Each Class B Warrant entitles the registered holder thereof to purchase, at any time until twelve (24) months after the issuance date thereof, 10,000 shares of Common Stock at an exercise price of \$2.50 per share, subject to adjustment. The Class A Warrants and Class B Warrants are referred to herein collectively as the "Warrants." The Units (also referred to herein as the "Securities") are being offered for sale in connection with a private placement by the Company pursuant to a Private Placement Memorandum dated .

1. Subscription. Subject to the terms and conditions herein the undersigned hereby irrevocably subscribes for _____ Units and agrees to deliver to the Company, together with this Subscription Agreement, his/her check payable to the order of "Grow Condo's Inc. Special Account" in an amount equal to the number of Units subscribed multiplied by \$10,000.00. The minimum investment is \$10,000.00 (1 Unit).

1. Acceptance of Subscription. It is understood and agreed that the Company shall have the right to accept or reject this subscription, in whole or in part, and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company. Once accepted by the Company, this subscription shall be irrevocable. In the event this subscription is rejected by the Company, the proceeds of this subscription will be returned promptly to the undersigned without interest or deduction for any expenses.

1. Representations and Warranties of the Undersigned. The undersigned hereby represents, warrants and covenants to the Company and each officer, employee and agent of the Company that:

(a) The undersigned is an "accredited investor" within the meaning of Regulation D, as presently in effect, promulgated under the Securities Act of 1933, as amended (the "Securities Act").

He/She has adequate means of providing for his/her current needs and possible personal contingencies, and he/she has no need now, and anticipates no need in the foreseeable future, to sell the Units, Common Stock, Warrants or common stock underlying the warrants for which he/she hereby subscribes. He/She is able to bear the economic risks of this investment, and consequently, without limiting the generality of the foregoing, he/she is able to hold his/her Units indefinitely and has a sufficient net worth to sustain a loss of his/her entire investment in the Units in the event such loss should occur.

(a) He/She has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Units.

(a) He/She recognizes that this investment in the Units involves a high degree of risk, which may result in the loss of the total amount of his/her investment. He/She acknowledges that he/she has carefully considered all risks incident to the purchase of the Units, and that he/she has been advised and is fully aware that an investment in the Company is highly speculative.





(a) He/She is acquiring the Securities for his/her own account (as principal) or for the account of his/her spouse (either in a joint tenancy, tenancy by the entirety or tenancy in common) for investment and not with a view to the distribution or resale thereof.

(a) He/She has not offered or sold any portion of his/her Securities and has no present intention of dividing his/her Securities with others or of reselling or otherwise disposing of any portion of his/her Securities either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance.

(a) He/She is aware that he/she must bear the economic risk of his/her investment in the Securities for an indefinite period of time because the Securities have not been registered under the Securities Act or under the securities laws of any state, and therefore cannot be sold unless they are subsequently registered under the Securities Act and any applicable state securities laws or unless an exemption from such registration is available and, further that only the Company can take action to register the Securities and the Company is under no obligation and does not propose to attempt to do so. He/She also recognizes that no federal or state agency has passed upon the Securities to date or made any finding or determination as to the fairness of an investment in the Securities.

(a) He/She has the opportunity to obtain any information necessary to verify the accuracy of any statement made by officers and directors of the Company, and to evaluate the merits, and has been given the opportunity to meet with officers and directors of the Company and to have said officers and directors answer any questions regarding the terms and conditions of this particular investment, and all such questions have been answered to his/her full satisfaction. In reaching the conclusion that he/she desired to acquire the Units, he/she has carefully evaluated his/her financial resources and investments and acknowledges that he/she is able to bear the economic risks of this investment.

(b) He/She has received no representations from the officers or directors of the Company, its affiliates or their employees or agents, other than those contained in this document and in the Private Placement Memorandum dated February 15, 2016. In making his/her decision to become an investor in the Company he/she has relied solely upon his/her review of such documents and independent investigations made by him/her without assistance of the Company, its affiliates or their employees or agents.

(a) He/She represents that it has never been guaranteed or warranted to the undersigned by the Company, its officers or directors or by any other person, expressly or by implication, that the undersigned will receive any approximate or exact amount of return or other type of consideration, profit or loss as a result of any investment in the Units; or that the past performance or experience on the part of the Company, any director, officer or any affiliate, will in any way indicate or predict the results of the ownership of Units or of the overall success of the Company.

(b) He/She understands and agrees that the following restrictions and

limitations imposed by the Securities Act and by applicable state securities laws are applicable to his/her purchase and the resale, assignment, pledge, hypothecation or other transfer of the Securities:





(b) He/She agrees that the Securities shall not be sold, assigned, pledged, hypothecated or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration is available.

(c) A legend in substantially the following form will be placed on each Certificate and/or Warrant and will be placed on any certificate(s) or other document(s) evidencing the Securities:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS ("BLUE SKY LAWS"). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THESE SECURITIES OR ANY INTEREST THEREIN MAY BE MADE EXCEPT (a) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND ANY APPLICABLE BLUE SKY LAWS OR (b) IF THE CORPORATION HAS BEEN FURNISHED WITH AN OPINION OF COUNSEL FOR THE HOLDER, WHICH OPINION AND COUNSEL SHALL BE REASONABLY SATISFACTORY TO THE CORPORATION, TO THE EFFECT THAT NO REGISTRATION IS REQUIRED BECAUSE OF THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT AND APPLICABLE BLUE SKY LAWS.

(a) Stop transfer instructions have been or will be issued with respect to the Units, Common Stock, Warrants and shares of common stock underlying the Warrants so as to restrict the resale, assignment, pledge, hypothecation or other transfer thereof.

(a) He/She is presently a bona fide resident of the state set forth below and the address and social security number or federal tax identification number set forth below are his/her true and correct residence and social security number or federal tax identification number. He/She has no present intention of becoming a resident of any other state or jurisdiction.

(1.a) He/She will provide to the Company such information as may be reasonably requested by the Company to enable it to satisfy itself as to the knowledge and experience of the undersigned and his/her ability to bear the economic risk of an investment.

1. Indemnification. The undersigned acknowledges that he/she understands the meaning and legal consequences of the representations, warranties and covenants set forth in Section 3 hereof and that the Company has relied and will rely upon such representations, warranties, covenants and certifications, and he/she hereby agrees to indemnify and hold harmless the Company and its respective officers, directors, controlling persons, agents and employees, from and against any and all loss, damage or liability, joint or several, and any action in respect thereof, to which any such person may become subject due to or arising out of a breach of any such representation, warranty or covenant or the inaccuracy of such certifications. Notwithstanding the foregoing, however, no representation, warranty, acknowledgement, or agreement made herein by the undersigned shall in any manner be deemed to constitute a waiver of any rights granted to him/her under federal or state securities laws.

2. Survival. All representations, warranties, covenants and certifications contained in this Subscription Agreement, and the indemnification contained in Section 4 hereof, shall survive the acceptance of the subscription. The undersigned acknowledges and agrees that this Subscription Agreement shall survive





(a) changes that are not material in this transaction, and (b) the death or disability of the undersigned.

1. Governing Law. This Subscription Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Nevada.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the ____ day of _____, 2016.

Subscriber is an "accredited investor" as defined herein and is (check one):

- Individual
- Tenants in Common
- Joint Tenants with Right of Survivorship
- Community Property
- Trust
- Partnership
- Corporation
- Retirement Account

Names in which securities will be held:

Signature(s) of Subscriber(s)

Amount of Subscription:

_____ Units @ \$10,000.00 per Unit
(Minimum Investment: \$10,000.00)

Total \$ _____

(If subscriber is a corporation, indicate state of organization and TIN)

State: _____

TIN: ____ - _____

Subscriber's Address:

(number and street)

(city) (state) (zip code)





Subscriber's Social Security or
Taxpayer Identification Number:

____ - ____ - _____

____ - _____

ACCEPTANCE

_____ hereby accepts the foregoing subscription subject to the terms and conditions hereof as of the _____ day of _____, 200_.

GROW CONDO'S, INC.

By: _____
Joann Cleckner CFO

CLASS A WARRANT

**TO PURCHASE _____ SHARES OF COMMON STOCK
OF**

GROW CONDO'S INC.

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS ("BLUE SKY LAWS"). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS WARRANT OR THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT OR ANY INTEREST THEREIN MAY BE MADE EXCEPT (a) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND ANY APPLICABLE BLUE SKY LAWS OR (b) IF THE CORPORATION HAS BEEN FURNISHED WITH AN OPINION OF COUNSEL FOR THE HOLDER, WHICH OPINION AND COUNSEL SHALL BE REASONABLY SATISFACTORY TO THE CORPORATION, TO THE EFFECT THAT NO REGISTRATION IS REQUIRED BECAUSE OF THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT AND APPLICABLE BLUE SKY LAWS.

THIS CERTIFIES THAT, for good and valuable consideration _____ (the "Holder"), or the Holder's registered assigns, is entitled to subscribe for and purchase from Grow Condo's, Inc., a Nevada





corporation (the "Corporation"), at any time after the date of issuance (the "Issuance Date") of this Class A Warrant, to and including the date that is Twelve (12) months after the Issuance Date, _____ (_____) fully paid and non-assessable shares of the Common Stock of the Corporation at the price of \$1.75 per share (the "Warrant Exercise Price"), subject to the anti-dilution provisions of this Warrant.

The shares that may be acquired upon exercise of this Warrant are referred to herein as the "Warrant Shares." As used herein, the term "Holder" means the Holder, any party who acquires all or a part of this Warrant as a registered transferee of the Holder, or any record holder or holders of the Warrant Shares issued upon exercise, whether in whole or in part, of the Warrant. The term "Common Stock" means the common stock, \$0.001 par value per share, of the Corporation. This Warrant is part of a series of Warrants (the "Series") issued in connection with a private placement by the Corporation pursuant to the Corporation's Private Placement Memorandum dated August 8, 2016

This Warrant is subject to the following provisions, terms and conditions:

1. EXERCISE; TRANSFERABILITY.

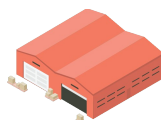
(a) The rights represented by this Warrant may be exercised by the Holder hereof, in whole or in part (but not as to a fractional share of Common Stock), by written notice of exercise (in the form attached hereto) delivered to the Corporation at the principal office of the Corporation prior to the expiration of this Warrant and accompanied or preceded by the surrender of this Warrant along with a check in payment of the Warrant Exercise Price for such Warrant Shares.

(a) Except as provided in Section 7 hereof, this Warrant may not be sold, transferred, assigned, hypothecated or divided into two or more Warrants of smaller denominations, nor may any Warrant Shares issued pursuant to exercise of this Warrant be transferred.

2. EXCHANGE AND REPLACEMENT. Subject to Sections 1 and 7 hereof, this Warrant is exchangeable upon the surrender hereof by the Holder to the Corporation at its office for new Warrants of like tenor and date representing in the aggregate the right to purchase the number of Warrant Shares purchasable hereunder, each of such new Warrants to represent the right to purchase such number of Warrant Shares (not to exceed the aggregate total number purchasable hereunder) as shall be designated by the Holder at the time of such surrender. Upon receipt by the Corporation of evidence reasonably satisfactory to it of the loss, theft, destruction, or mutilation of this Warrant, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of this Warrant, if mutilated, the Corporation will make and deliver a new Warrant of like tenor, in lieu of this Warrant. This Warrant shall be promptly canceled by the Corporation upon the surrender hereof in connection with any exchange or replacement. The Corporation shall pay all expenses, taxes (other than stock transfer taxes), and other charges payable in connection with the preparation, execution, and delivery of Warrants pursuant to this Section 2.

3. ISSUANCE OF THE WARRANT SHARES.

(a) The Corporation agrees that the Warrant Shares shall be and are deemed to be issued to the Holder as of the close of business on the date on which this Warrant shall have been surrendered and the payment made for such Warrant Shares as aforesaid. Subject to the provisions of paragraph (b) of this Section 3, certifi-





ates for the Warrant Shares so purchased shall be delivered to the Holder within a reasonable time after the rights represented by this Warrant shall have been so exercised, and, unless this Warrant has expired, a new Warrant representing the right to purchase the number of Warrant Shares, if any, with respect to which this Warrant shall not then have been exercised shall also be delivered to the Holder.

(a) Notwithstanding the foregoing, however, the Corporation shall not be required to deliver any certificate for Warrant Shares upon exercise of this Warrant except in accordance with exemptions from the applicable securities registration requirements or registrations under applicable securities laws. Nothing herein shall obligate the Corporation to effect registrations under federal or state securities laws. If registrations are not in effect and if exemptions are not available when the Holder seeks to exercise the Warrant, the Warrant exercise period will be extended, if need be, to prevent the Warrant from expiring, until such time as either registrations become effective or exemptions are available, and the Warrant shall then remain exercisable for a period of at least 30 calendar days from the date the Corporation delivers to the Holder written notice of the availability of such registrations or exemptions. The Holder agrees to execute such documents and make such representations, warranties, and agreements as may be required solely to comply with the exemptions relied upon by the Corporation, or the registrations made, for the issuance of the Warrant Shares.

4. COVENANTS OF THE CORPORATION. The Corporation covenants and agrees that all Warrant Shares will, upon issuance, be duly authorized and issued, fully paid, nonassessable and free from all taxes, liens and charges with respect to the issue thereof. The Corporation further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Corporation will at all times have authorized and reserved for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by this Warrant. The Corporation will not take any action which would result in any adjustment of the Warrant Exercise Price (i) if the total number of shares of Common Stock issuable after such action upon exercise of all outstanding warrants, together with all shares of Common Stock then outstanding and all shares of Common Stock then issuable upon exercise of all options and upon the conversion of all convertible securities then outstanding, would exceed the total number of shares of Common Stock then authorized by the Corporation's Amended and Restated Articles of Incorporation.

5. ANTI-DILUTION ADJUSTMENTS. The provisions of this Warrant are subject to adjustment as provided in this Section 5.

(a) The Warrant Exercise Price shall be adjusted from time to time such that in case the Corporation shall thereafter:

- (i) Pay any dividends on any class of stock of the Corporation payable in Common Stock or securities convertible into Common Stock;
- (i) Subdivide its then outstanding shares of Common Stock into a greater number of shares; or
- (i) Combine outstanding shares of Common Stock, by reclassification or otherwise;

then, in any such event, the Warrant Exercise Price in effect immediately prior to such event shall (until adjusted again pursuant hereto) be adjusted immediately after such event to a price (calculated to the nearest full cent) determined by dividing (A) the number of shares of Common Stock out-

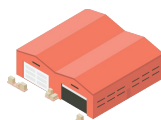




standing immediately prior to such event, multiplied by the then existing Warrant Exercise Price, by (B) the total number of shares of Common Stock outstanding immediately after such event (including in each case the maximum number of shares of Common Stock issuable in respect of any securities convertible into Common Stock), and the resulting quotient shall be the adjusted Warrant Exercise Price per share. An adjustment made pursuant to this Subsection shall become effective immediately after the record date in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. If, as a result of an adjustment made pursuant to this Subsection, the Holder of any Warrant thereafter surrendered for exercise shall become entitled to receive shares of two or more classes of capital stock or shares of Common Stock and other capital stock of the Corporation, the Board of Directors (whose determination shall be conclusive) shall determine the allocation of the adjusted Warrant Exercise Price between or among shares of such classes of capital stock or shares of Common Stock and other capital stock. All calculations under this Subsection shall be made to the nearest cent or to the nearest 1/100 of a share, as the case may be. In the event that at any time as a result of an adjustment made pursuant to this Subsection, the holder of any Warrant thereafter surrendered for exercise shall become entitled to receive any shares of the Corporation other than shares of Common Stock, thereafter the Warrant Exercise Price of such other shares so receivable upon exercise of any Warrant 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 Common Stock contained in this Section

(a) Upon each adjustment of the Warrant Exercise Price pursuant to Section 5(a) above, the Holder of each Warrant shall thereafter (until another such adjustment) be entitled to purchase at the adjusted Warrant Exercise Price the number of shares, calculated to the nearest full share, obtained by multiplying the number of shares specified in such Warrant (as adjusted as a result of all adjustments in the Warrant Exercise Price in effect prior to such adjustment) by the Warrant Exercise Price in effect prior to such adjustment and dividing the product so obtained by the adjusted Warrant Exercise Price.

(a) In case of any consolidation or merger to which the Corporation is a party other than a merger or consolidation in which the Corporation is the continuing corporation, or in case of any sale or conveyance to another corporation of the property of the Corporation as an entirety or substantially as an entirety, or in the case of any statutory exchange of securities with another corporation (including any exchange effected in connection with a merger of a third corporation into the Corporation), there shall be no adjustment under Subsection (a) of this Section 5 but the Holder of this Warrant shall have the right thereafter to receive upon exercise of this Warrant the kind and amount of shares of stock and other securities and property which he would have owned or have been entitled to receive immediately after such consolidation, merger, statutory exchange, sale, or conveyance had such Warrant been exercised immediately prior to the effective date of such consolidation, merger, statutory exchange, sale, or conveyance and, in any such case, if necessary, appropriate adjustment shall be made in the application of the provisions set forth in this Section with respect to the rights and interests thereafter of any Holders of the Warrant, to the end that the provisions set forth in this Section shall thereafter correspondingly be made applicable, as nearly as may reasonably be, in relation to any shares of stock and other securities and property thereafter deliverable on the exercise of the Warrant. The provisions of this Subsection shall similarly apply to successive consolidations, mergers, statutory exchanges, sales or conveyances. The Corporation will not effect any such consolidation, merger or sale unless, prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from such consolidation or the entity purchasing





such assets shall assume the obligation to deliver to such Holder such shares of stock, securities or property as, in accordance with the foregoing provisions, such Holder may be entitled to purchase.

(a) Upon any adjustment of the Warrant Exercise Price, then and in each such case, the Corporation shall give written notice thereof, by first-class mail, postage prepaid, addressed to the Holder as shown on the books of the Corporation, which notice shall state the Warrant Exercise Price resulting from such adjustment and the increase or decrease, if any, in the number of shares of Common Stock purchasable at such price upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

(a) The Corporation shall give notice to the Holder if at any time prior to the expiration or exercise in full of this Warrant, any of the following events shall occur:

(i) The Corporation shall authorize the payment of any dividend payable in any securities upon shares of Common Stock or authorize the making of any distribution to the holders of shares of Common Stock;

(ii) The Corporation shall authorize the issuance to all holders of Common Stock of any additional shares of Common Stock or of rights, options or warrants to subscribe for or purchase Common Stock or any of any other subscription rights, options or warrants;

(iii) A dissolution, liquidation or winding up of the Corporation (other than in connection with a consolidation, merger, or sale or conveyance of the property of the Corporation as an entirety or substantially as an entirety); or

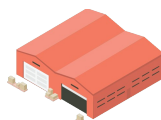
(iv) A capital reorganization or reclassification of the Common Stock (other than a subdivision or combination of the outstanding Common Stock and other than a change in the par value of the Common Stock) or any consolidation or merger of the Corporation with or into another corporation (other than a consolidation or merger in which the Corporation is the continuing corporation and that does not result in any reclassification or change of Common Stock outstanding) or any sale or conveyance to another corporation of the property of the Corporation as an entirety or substantially an entirety.

Such notice shall be given at least 10 business days prior to the date fixed as a record date or effective date or the date of closing of the Corporation's stock transfer books for the determination of the stockholders entitled to such dividend, distribution, or subscription rights, or for the determination of the stockholders entitled to vote on such proposed merger, consolidation, sale, conveyance, dissolution, liquidation or winding up. Such notice shall specify such record date or the date of the closing of the stock transfer books, as the case may be.

1. NO VOTING RIGHTS. This Warrant shall not entitle the Holder to any voting rights or other rights as a shareholder of the Corporation.

1. NOTICE OF TRANSFER OF WARRANT OR RESALE OF THE WARRANT SHARES.

(a) Subject to the sale, assignment, hypothecation, or other transfer restrictions set forth in Section 1 hereof, the Holder, by acceptance hereof, agrees to give written notice to the Corporation before transferring this Warrant or transferring any Warrant Shares of such Holder's intention to do so, de-





scribing briefly the manner of any proposed transfer. Promptly upon receiving such written notice, the Corporation shall present copies thereof to the Corporation's counsel. If in the opinion of such counsel the proposed transfer may be effected without registration or qualification (under any federal or state securities laws), the Corporation, as promptly as practicable, shall notify the Holder of such opinion, whereupon the Holder shall be entitled to transfer this Warrant or to dispose of Warrant Shares received upon the previous exercise of this Warrant, all in accordance with the terms of the notice delivered by the Holder to the Corporation; provided that an appropriate legend may be endorsed on this Warrant or the certificates for such Warrant Shares respecting restrictions upon transfer thereof necessary or advisable in the opinion of counsel and satisfactory to the Corporation to prevent further transfers which would be in violation of Section 5 of the 1933 Act and applicable state securities laws; and provided further that the prospective transferee or purchaser shall execute such documents and make such representations, warranties, and agreements as may be required solely to comply with the exemptions relied upon by the Corporation for the transfer or disposition of the Warrant or Warrant Shares.

- (b) If, in the opinion of the Corporation's counsel, the proposed transfer or disposition of the Warrant or such Warrant Shares described in the written notice given pursuant to this Section 7 may not be effected without registration or qualification of this Warrant or such Warrant Shares, the Corporation shall promptly give written notice thereof to the Holder, and the Holder will limit its activities in respect to such transfer or disposition as, in the opinion of such counsel, are permitted by law.

1. **FRACTIONAL SHARES.** Fractional shares shall not be issued upon the exercise of this Warrant, but in any case where the Holder would, except for the provisions of this Section, be entitled under the terms hereof to receive a fractional share, the Corporation shall, upon the exercise of this Warrant for the largest number of whole shares then called for, pay a sum in cash equal to such fraction multiplied by the Market Price on the day prior to the date of exercise of this Warrant in lieu of such fractional share. For purposes of this Section, the term "Market Price" with respect to shares of Common Stock of any class or series means the last reported sale price or, if none, the average of the last reported closing bid and asked prices on any national or regional securities exchange or quoted in the Nasdaq Stock Market ("Nasdaq"), or if not listed on a national or regional securities exchange or quoted in Nasdaq, the average of the last reported closing bid and asked prices as reported by the Electronic Bulletin Board of the National Association of Securities Dealers, Inc. from quotations by market makers in such Common Stock on the over-the-counter market, or if no quotations in such Common Stock are available, the fair market value of the shares as determined in good faith by the Board of Directors of the Corporation.

1. **REDEMPTION.** Upon the earlier to occur of (i) the effective date of a registration statement under the 1933 Act registering the Warrant Shares for resale and (ii) 12 months after the date of issuance hereof, this Warrant may be redeemed by the Corporation, in whole or in part, at a redemption price of \$0.01 per Warrant Share (subject to appropriate adjustment as determined in good faith by the Corporation's Board of Directors in the event of the occurrence of the events described in Sections 5(a)(i), (ii) and (iii)) upon notice of such redemption given by the Corporation to the Holder not less than thirty (30) days prior to the date fixed for redemption in the manner provided in Section 10(a) hereof. The Corporation shall be entitled to redeem this Warrant as provided in this Section 9 only if the average Market Price per share of the Common Stock for any five (5) consecutive trading days prior to such notice exceeds \$2.75 per share (subject to appropriate adjustment as determined in good faith by the Corporation's Board of Directors in the event of the occurrence of the events described in Sections 5(a)(i), (ii) and (iii)). If notice of redemption shall have been given to the Holders, the ex-





ercise rights of this Warrant shall expire at the close of business on such date of redemption, unless extended by the Corporation. On or prior to the date fixed for redemption, the Corporation will set aside the funds sufficient to purchase such portion of this Warrant which is to be redeemed. Payment of such redemption price will be made by the Corporation upon presentation and surrender of this Warrant to the Corporation at its principal office. If the Corporation fails to pay the redemption price within five (5) business days of such presentation and surrender, this Warrant shall become fully exercisable as if it had not been called for redemption.

1. MISCELLANEOUS.

(a) NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, or (c) two (2) business days after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Corporation at the address as set forth on the signature page hereof, to the Holder at the Holder's address as appearing on the Corporation's records, or at such other address as the Corporation or Holder may designate by ten (10) days' advance written notice to the other party hereto.

(b) ATTORNEYS' FEES. If any action at law or in equity is necessary to enforce or interpret the terms of this Warrant, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

(a) AMENDMENTS AND WAIVERS. This Warrant may be amended or modified only upon the written consent of both Holder and the Corporation. This Warrant and any provision hereof may be waived only by an instrument in writing signed by the party against which enforcement of the same is sought.

(a) SEVERABILITY. If one or more provisions of this Warrant are held to be unenforceable under applicable law, such provision shall be excluded from this Warrant and the balance of the Warrant shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(a) GOVERNING LAW. This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without giving effect to its conflicts of laws principles.

(a) BINDING EFFECT. This Warrant shall be binding upon any entity succeeding the Corporation by merger, consolidation or acquisition of all or substantially all of the Corporation's assets. All of the covenants and agreements of the Corporation shall inure to the benefit of the successors and assigns of the Holder hereof.

IN WITNESS WHEREOF, Grow Condo's, Inc. has caused this Warrant to be signed by its duly authorized officer and this Warrant to be dated _____, 2016.





GROW CONDO'S, INC. a Nevada corporation

By: _____
Wayne Zallen
Chief Executive Officer

Or
Joann Cleckner
Chief Financial Officer

Grow Condos, Inc.
722 W. Dutton Road
Eagle Point, Oregon 97524
(541) 879-0504





NOTICE OF EXERCISE OF WARRANT

(To Be Executed by the Registered Holder in Order to Exercise the Warrant)

To: Grow Condo's, Inc.

The undersigned hereby irrevocably elects to exercise the attached Warrant to purchase for cash, _____ of the shares issuable upon the exercise of such Warrant, and requests that certificates for such shares (together with a new Warrant to purchase the number of shares, if any, with respect to which this Warrant is not exercised) shall be issued in the name of:

NAME (s) : _____

Social Security Number _____, or

TIN _____

ADDRESS:

Date: _____, 20__ . _____ Signature *

* The signature on the Notice of Exercise of Warrant must correspond to the name as written upon the face of the Warrant in every particular without alteration or enlargement or any change whatsoever. When signing on behalf of a corporation, partnership, trust or other entity, please indicate your position(s) and title(s) with such entity.





ASSIGNMENT FORM

(To be executed by the Registered Holder in Order to Transfer the Warrant)

To: Grow Condo's, Inc.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ the right to purchase the securities of Grow Condo's, Inc. To which the within Warrant relates and appoints _____, attorney, to transfer said right on the books of Grow Condos, Inc. with full power of substitution in the premises.

Dated: _____

Signature

Address:





CLASS B WARRANT

TO PURCHASE _____ SHARES OF COMMON STOCK
OF

GROW CONDO'S INC.

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS ("BLUE SKY LAWS"). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS WARRANT OR THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT OR ANY INTEREST THEREIN MAY BE MADE EXCEPT (a) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND ANY APPLICABLE BLUE SKY LAWS OR (b) IF THE CORPORATION HAS BEEN FURNISHED WITH AN OPINION OF COUNSEL FOR THE HOLDER, WHICH OPINION AND COUNSEL SHALL BE REASONABLY SATISFACTORY TO THE CORPORATION, TO THE EFFECT THAT NO REGISTRATION IS REQUIRED BECAUSE OF THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT AND APPLICABLE BLUE SKY LAWS.

THIS CERTIFIES THAT, for good and valuable consideration _____ (the "Holder"), or the Holder's registered assigns, is entitled to subscribe for and purchase from Grow Condo's, Inc., a Nevada corporation (the "Corporation"), at any time after the date of issuance (the "Issuance Date") of this Class A Warrant, to and including the date that is Twelve (12) months after the Issuance Date, _____ (_____) fully paid and non-assessable shares of the Common Stock of the Corporation at the price of \$2.75 per share (the "Warrant Exercise Price"), subject to the anti-dilution provisions of this Warrant.

The shares that may be acquired upon exercise of this Warrant are referred to herein as the "Warrant Shares." As used herein, the term "Holder" means the Holder, any party who acquires all or a part of this Warrant as a registered transferee of the Holder, or any record holder or holders of the Warrant Shares issued upon exercise, whether in whole or in part, of the Warrant. The term "Common Stock" means the common stock, \$0.001 par value per share, of the Corporation. This Warrant is part of a series of Warrants (the "Series") issued in connection with a private placement by the Corporation pursuant to the Corporation's Private Placement Memorandum dated August 8, 2016





This Warrant is subject to the following provisions, terms and conditions:

1. EXERCISE; TRANSFERABILITY.

(a) The rights represented by this Warrant may be exercised by the Holder hereof, in whole or in part (but not as to a fractional share of Common Stock), by written notice of exercise (in the form attached hereto) delivered to the Corporation at the principal office of the Corporation prior to the expiration of this Warrant and accompanied or preceded by the surrender of this Warrant along with a check in payment of the Warrant Exercise Price for such Warrant Shares.

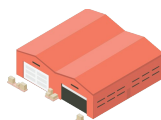
(b) Except as provided in Section 7 hereof, this Warrant may not be sold, transferred, assigned, hypothecated or divided into two or more Warrants of smaller denominations, nor may any Warrant Shares issued pursuant to exercise of this Warrant be transferred.

2. EXCHANGE AND REPLACEMENT. Subject to Sections 1 and 7 hereof, this Warrant is exchangeable upon the surrender hereof by the Holder to the Corporation at its office for new Warrants of like tenor and date representing in the aggregate the right to purchase the number of Warrant Shares purchasable hereunder, each of such new Warrants to represent the right to purchase such number of Warrant Shares (not to exceed the aggregate total number purchasable hereunder) as shall be designated by the Holder at the time of such surrender. Upon receipt by the Corporation of evidence reasonably satisfactory to it of the loss, theft, destruction, or mutilation of this Warrant, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of this Warrant, if mutilated, the Corporation will make and deliver a new Warrant of like tenor, in lieu of this Warrant. This Warrant shall be promptly canceled by the Corporation upon the surrender hereof in connection with any exchange or replacement. The Corporation shall pay all expenses, taxes (other than stock transfer taxes), and other charges payable in connection with the preparation, execution, and delivery of Warrants pursuant to this Section 2.

3. ISSUANCE OF THE WARRANT SHARES.

(a) The Corporation agrees that the Warrant Shares shall be and are deemed to be issued to the Holder as of the close of business on the date on which this Warrant shall have been surrendered and the payment made for such Warrant Shares as aforesaid. Subject to the provisions of paragraph (b) of this Section 3, certificates for the Warrant Shares so purchased shall be delivered to the Holder within a reasonable time after the rights represented by this Warrant shall have been so exercised, and, unless this Warrant has expired, a new Warrant representing the right to purchase the number of Warrant Shares, if any, with respect to which this Warrant shall not then have been exercised shall also be delivered to the Holder.

(b) Notwithstanding the foregoing, however, the Corporation shall not be required to deliver any certificate for Warrant Shares upon exercise of this Warrant except in accordance with exemptions from the applicable securities registration requirements or registrations under applicable securities laws. Nothing herein shall obligate the Corporation to effect registrations under federal or state securities laws. If registrations are not in effect and if exemptions are not available when the Holder seeks to exercise the Warrant, the Warrant exercise period will be extended, if need be, to prevent the Warrant from expiring, until such time as either registrations become effective or exemptions are available, and the Warrant shall then remain exercisable for a period of at





least 30 calendar days from the date the Corporation delivers to the Holder written notice of the availability of such registrations or exemptions. The Holder agrees to execute such documents and make such representations, warranties, and agreements as may be required solely to comply with the exemptions relied upon by the Corporation, or the registrations made, for the issuance of the Warrant Shares.

4. COVENANTS OF THE CORPORATION. The Corporation covenants and agrees that all Warrant Shares will, upon issuance, be duly authorized and issued, fully paid, nonassessable and free from all taxes, liens and charges with respect to the issue thereof. The Corporation further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Corporation will at all times have authorized and reserved for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by this Warrant. The Corporation will not take any action which would result in any adjustment of the Warrant Exercise Price (i) if the total number of shares of Common Stock issuable after such action upon exercise of all outstanding warrants, together with all shares of Common Stock then outstanding and all shares of Common Stock then issuable upon exercise of all options and upon the conversion of all convertible securities then outstanding, would exceed the total number of shares of Common Stock then authorized by the Corporation's Amended and Restated Articles of Incorporation.

5. ANTI-DILUTION ADJUSTMENTS. The provisions of this Warrant are subject to adjustment as provided in this Section 5.

(a) The Warrant Exercise Price shall be adjusted from time to time such that in case the Corporation shall thereafter:

- (i) Pay any dividends on any class of stock of the Corporation payable in Common Stock or securities convertible into Common Stock;
- (i) Subdivide its then outstanding shares of Common Stock into a greater number of shares; or
- (i) Combine outstanding shares of Common Stock, by reclassification or otherwise;
then, in any such event, the Warrant Exercise Price in effect immediately prior to such event shall (until adjusted again pursuant hereto) be adjusted immediately after such event to a price (calculated to the nearest full cent) determined by dividing (A) the number of shares of Common Stock outstanding immediately prior to such event, multiplied by the then existing Warrant Exercise Price, by (B) the total number of shares of Common Stock outstanding immediately after such event (including in each case the maximum number of shares of Common Stock issuable in respect of any securities convertible into Common Stock), and the resulting quotient shall be the adjusted Warrant Exercise Price per share. An adjustment made pursuant to this Subsection shall become effective immediately after the record date in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. If, as a result of an adjustment made pursuant to this Subsection, the Holder of any Warrant thereafter surrendered for exercise shall become entitled to receive shares of two or more classes of capital stock or shares of Common Stock and other capital stock of the Corporation, the Board of Directors (whose determination shall be conclusive) shall determine the allocation of the adjusted Warrant Exercise Price between or among shares of such classes of capital stock or shares of Common Stock and other capital stock. All calculations under this Subsection shall be made to the





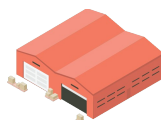
nearest cent or to the nearest 1/100 of a share, as the case may be. In the event that at any time as a result of an adjustment made pursuant to this Subsection, the holder of any Warrant thereafter surrendered for exercise shall become entitled to receive any shares of the Corporation other than shares of Common Stock, thereafter the Warrant Exercise Price of such other shares so receivable upon exercise of any Warrant 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 Common Stock contained in this Section

(a) Upon each adjustment of the Warrant Exercise Price pursuant to Section 5(a) above, the Holder of each Warrant shall thereafter (until another such adjustment) be entitled to purchase at the adjusted Warrant Exercise Price the number of shares, calculated to the nearest full share, obtained by multiplying the number of shares specified in such Warrant (as adjusted as a result of all adjustments in the Warrant Exercise Price in effect prior to such adjustment) by the Warrant Exercise Price in effect prior to such adjustment and dividing the product so obtained by the adjusted Warrant Exercise Price.

(a) In case of any consolidation or merger to which the Corporation is a party other than a merger or consolidation in which the Corporation is the continuing corporation, or in case of any sale or conveyance to another corporation of the property of the Corporation as an entirety or substantially as an entirety, or in the case of any statutory exchange of securities with another corporation (including any exchange effected in connection with a merger of a third corporation into the Corporation), there shall be no adjustment under Subsection (a) of this Section 5 but the Holder of this Warrant shall have the right thereafter to receive upon exercise of this Warrant the kind and amount of shares of stock and other securities and property which he would have owned or have been entitled to receive immediately after such consolidation, merger, statutory exchange, sale, or conveyance had such Warrant been exercised immediately prior to the effective date of such consolidation, merger, statutory exchange, sale, or conveyance and, in any such case, if necessary, appropriate adjustment shall be made in the application of the provisions set forth in this Section with respect to the rights and interests thereafter of any Holders of the Warrant, to the end that the provisions set forth in this Section shall thereafter correspondingly be made applicable, as nearly as may reasonably be, in relation to any shares of stock and other securities and property thereafter deliverable on the exercise of the Warrant. The provisions of this Subsection shall similarly apply to successive consolidations, mergers, statutory exchanges, sales or conveyances. The Corporation will not effect any such consolidation, merger or sale unless, prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from such consolidation or the entity purchasing such assets shall assume the obligation to deliver to such Holder such shares of stock, securities or property as, in accordance with the foregoing provisions, such Holder may be entitled to purchase.

(a) Upon any adjustment of the Warrant Exercise Price, then and in each such case, the Corporation shall give written notice thereof, by first-class mail, postage prepaid, addressed to the Holder as shown on the books of the Corporation, which notice shall state the Warrant Exercise Price resulting from such adjustment and the increase or decrease, if any, in the number of shares of Common Stock purchasable at such price upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

(a) The Corporation shall give notice to the Holder if at any time prior to the expiration or exercise in full of this Warrant, any of the following events shall occur:





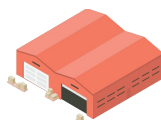
- (i) The Corporation shall authorize the payment of any dividend payable in any securities upon shares of Common Stock or authorize the making of any distribution to the holders of shares of Common Stock;
- (ii) The Corporation shall authorize the issuance to all holders of Common Stock of any additional shares of Common Stock or of rights, options or warrants to subscribe for or purchase Common Stock or any of any other subscription rights, options or warrants;
- (iii) A dissolution, liquidation or winding up of the Corporation (other than in connection with a consolidation, merger, or sale or conveyance of the property of the Corporation as an entirety or substantially as an entirety); or
- (iv) A capital reorganization or reclassification of the Common Stock (other than a subdivision or combination of the outstanding Common Stock and other than a change in the par value of the Common Stock) or any consolidation or merger of the Corporation with or into another corporation (other than a consolidation or merger in which the Corporation is the continuing corporation and that does not result in any reclassification or change of Common Stock outstanding) or any sale or conveyance to another corporation of the property of the Corporation as an entirety or substantially an entirety.

Such notice shall be given at least 10 business days prior to the date fixed as a record date or effective date or the date of closing of the Corporation's stock transfer books for the determination of the stockholders entitled to such dividend, distribution, or subscription rights, or for the determination of the stockholders entitled to vote on such proposed merger, consolidation, sale, conveyance, dissolution, liquidation or winding up. Such notice shall specify such record date or the date of the closing of the stock transfer books, as the case may be.

1. NO VOTING RIGHTS. This Warrant shall not entitle the Holder to any voting rights or other rights as a shareholder of the Corporation.

1. NOTICE OF TRANSFER OF WARRANT OR RESALE OF THE WARRANT SHARES.

- (a) Subject to the sale, assignment, hypothecation, or other transfer restrictions set forth in Section 1 hereof, the Holder, by acceptance hereof, agrees to give written notice to the Corporation before transferring this Warrant or transferring any Warrant Shares of such Holder's intention to do so, describing briefly the manner of any proposed transfer. Promptly upon receiving such written notice, the Corporation shall present copies thereof to the Corporation's counsel. If in the opinion of such counsel the proposed transfer may be effected without registration or qualification (under any federal or state securities laws), the Corporation, as promptly as practicable, shall notify the Holder of such opinion, whereupon the Holder shall be entitled to transfer this Warrant or to dispose of Warrant Shares received upon the previous exercise of this Warrant, all in accordance with the terms of the notice delivered by the Holder to the Corporation; provided that an appropriate legend may be endorsed on this Warrant or the certificates for such Warrant Shares respecting restrictions upon transfer thereof necessary or advisable in the opinion of counsel and satisfactory to the Corporation to prevent further transfers which would be in violation of Section 5 of the 1933 Act and applicable state securities laws; and provided further that the prospective transferee or purchaser shall execute such documents and make such representations, warranties, and agree-





ments as may be required solely to comply with the exemptions relied upon by the Corporation for the transfer or disposition of the Warrant or Warrant Shares.

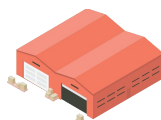
- (b) If, in the opinion of the Corporation's counsel, the proposed transfer or disposition of the Warrant or such Warrant Shares described in the written notice given pursuant to this Section 7 may not be effected without registration or qualification of this Warrant or such Warrant Shares, the Corporation shall promptly give written notice thereof to the Holder, and the Holder will limit its activities in respect to such transfer or disposition as, in the opinion of such counsel, are permitted by law.

1. FRACTIONAL SHARES. Fractional shares shall not be issued upon the exercise of this Warrant, but in any case where the Holder would, except for the provisions of this Section, be entitled under the terms hereof to receive a fractional share, the Corporation shall, upon the exercise of this Warrant for the largest number of whole shares then called for, pay a sum in cash equal to such fraction multiplied by the Market Price on the day prior to the date of exercise of this Warrant in lieu of such fractional share. For purposes of this Section, the term "Market Price" with respect to shares of Common Stock of any class or series means the last reported sale price or, if none, the average of the last reported closing bid and asked prices on any national or regional securities exchange or quoted in the Nasdaq Stock Market ("Nasdaq"), or if not listed on a national or regional securities exchange or quoted in Nasdaq, the average of the last reported closing bid and asked prices as reported by the Electronic Bulletin Board of the National Association of Securities Dealers, Inc. from quotations by market makers in such Common Stock on the over-the-counter market, or if no quotations in such Common Stock are available, the fair market value of the shares as determined in good faith by the Board of Directors of the Corporation.

1. REDEMPTION. Upon the earlier to occur of (i) the effective date of a registration statement under the 1933 Act registering the Warrant Shares for resale and (ii) 12 months after the date of issuance hereof, this Warrant may be redeemed by the Corporation, in whole or in part, at a redemption price of \$0.01 per Warrant Share (subject to appropriate adjustment as determined in good faith by the Corporation's Board of Directors in the event of the occurrence of the events described in Sections 5(a)(i), (ii) and (iii)) upon notice of such redemption given by the Corporation to the Holder not less than thirty (30) days prior to the date fixed for redemption in the manner provided in Section 10(a) hereof. The Corporation shall be entitled to redeem this Warrant as provided in this Section 9 only if the average Market Price per share of the Common Stock for any five (5) consecutive trading days prior to such notice exceeds \$4.50 per share (subject to appropriate adjustment as determined in good faith by the Corporation's Board of Directors in the event of the occurrence of the events described in Sections 5(a)(i), (ii) and (iii)). If notice of redemption shall have been given to the Holders, the exercise rights of this Warrant shall expire at the close of business on such date of redemption, unless extended by the Corporation. On or prior to the date fixed for redemption, the Corporation will set aside the funds sufficient to purchase such portion of this Warrant which is to be redeemed. Payment of such redemption price will be made by the Corporation upon presentation and surrender of this Warrant to the Corporation at its principal office. If the Corporation fails to pay the redemption price within five (5) business days of such presentation and surrender, this Warrant shall become fully exercisable as if it had not been called for redemption.

1. MISCELLANEOUS.

- (a) NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next busi-





ness day, or (c) two (2) business days after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Corporation at the address as set forth on the signature page hereof, to the Holder at the Holder's address as appearing on the Corporation's records, or at such other address as the Corporation or Holder may designate by ten (10) days' advance written notice to the other party hereto.

(b) ATTORNEYS' FEES. If any action at law or in equity is necessary to enforce or interpret the terms of this Warrant, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

(a) AMENDMENTS AND WAIVERS. This Warrant may be amended or modified only upon the written consent of both Holder and the Corporation. This Warrant and any provision hereof may be waived only by an instrument in writing signed by the party against which enforcement of the same is sought.

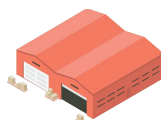
(a) SEVERABILITY. If one or more provisions of this Warrant are held to be unenforceable under applicable law, such provision shall be excluded from this Warrant and the balance of the Warrant shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(a) GOVERNING LAW. This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without giving effect to its conflicts of laws principles.

(b) BINDING EFFECT. This Warrant shall be binding upon any entity succeeding the Corporation by merger, consolidation or acquisition of all or substantially all of the Corporation's assets. All of the covenants and agreements of the Corporation shall inure to the benefit of the successors and assigns of the Holder hereof.

IN WITNESS WHEREOF, Grow Condo's, Inc. has caused this Warrant to be signed by its duly authorized officer and this Warrant to be dated _____, 2016.

GROW CONDO'S, INC. a Nevada corporation



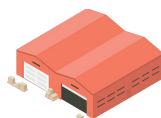


By: _____
Wayne Zallen
Chief Executive Officer

Or

Joann Cleckner
Chief Financial Officer

Grow Condos, Inc.
722 W. Dutton Road
Eagle Point, Oregon 97524
(541) 879-0504





NOTICE OF EXERCISE OF WARRANT

(To Be Executed by the Registered Holder in Order to Exercise the Warrant)

To: Grow Condo's, Inc.

The undersigned hereby irrevocably elects to exercise the attached Warrant to purchase for cash, _____ of the shares issuable upon the exercise of such Warrant, and requests that certificates for such shares (together with a new Warrant to purchase the number of shares, if any, with respect to which this Warrant is not exercised) shall be issued in the name of:

NAME (s) : _____

Social Security Number _____, or

TIN _____

ADDRESS:

Date: _____, 20__ . _____ Signature *

* The signature on the Notice of Exercise of Warrant must correspond to the name as written upon the face of the Warrant in every particular without alteration or enlargement or any change whatsoever. When signing on behalf of a corporation, partnership, trust or other entity, please indicate your position(s) and title(s) with such entity.





ASSIGNMENT FORM

(To be executed by the Registered Holder in Order to Transfer the Warrant)

To: Grow Condo's, Inc.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ the right to purchase the securities of Grow Condo's, Inc. To which the within Warrant relates and appoints _____, attorney, to transfer said right on the books of Grow Condos, Inc. with full power of substitution in the premises.

Dated: _____

Signature

Address:

