

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

GROW CAPITAL, INC.

Form: 8-K

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Corporate Issuer CIK: 1448558

SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): May 15, 2019

Grow Capital, Inc.

(Exact name of Registrant as specified in its charter)

Nevada	000-53548	86-0970023
(State or other Jurisdiction of Incorporation or organization)	(Commission File Number)	(IRS Employer I.D. No.)

2485 Village View Drive, Suite 180**Henderson, NV 89074****Phone: (702) 830-7919**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 3.02. Unregistered Sales of Equity Securities.

The information required by this Item is included under Item 5.02 of this Current Report on Form 8-K and incorporated herein by reference.

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

On May 15, 2019, Grow Capital, Inc. (the "Company") entered into Fee Agreements (collectively, the "Fee Agreements") with each of (i) Jonathan Bonnette, the Chief Executive Officer and a director of the Company, (ii) Carl Sanko, a director and the Secretary of the Company, and (iii) Terry Kennedy, a beneficial owner of more than 10% of the Company's outstanding common stock, par value \$0.001 ("Common Stock"). Under the Fee Agreements, on May 15, 2019, each of Mr. Bonnette, Mr. Sanko, and Mr. Kennedy were issued unregistered shares of Common Stock for services provided to the Company.

Pursuant to the Fee Agreements (i) Mr. Bonnette received a fixed fee of \$320,000 for his service as Chief Executive Officer of the Company and for outside business management and consulting services, which was paid through the issuance of 4,124,597 unregistered shares of Common Stock; (ii) Mr. Sanko received a fixed fee of \$210,000 for his services as Secretary of the Company and for outside business management and consulting services, which was paid through the issuance of 2,706,767 unregistered shares of Common Stock, and (iii) Mr. Kennedy received a fixed fee of \$160,000 for outside business consulting services, which was paid through the issuance of 2,062,299 unregistered shares of Common Stock. Under the Fee Agreements, the shares of Common Stock were issued at a value of \$0.07758 per share. The value of the Common Stock was set by the Company's board of directors and is equal to the average of the three lowest closing prices of the Common Stock in the 30 trading days before May 15, 2019 after applying a 30% discount. The Fee Agreements each have a term of one year.

The shares of Common Stock issued under the Fee Agreements were issued by the Company in reliance upon an exemption from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"). Accordingly, the shares of Common Stock have not been registered under the Securities Act and such shares may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act and any applicable state securities laws.

A copy of each of the Fee Agreements with Mr. Bonnette, Mr. Sanko, and Mr. Kennedy are filed as Exhibit 10.1, Exhibit 10.2, and Exhibit 10.3 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.

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|------|--|
| 10.1 | Fee Agreement, dated May 15, 2019, by and between Grow Capital, Inc. and Jonathan Bonnette |
| 10.2 | Fee Agreement, dated May 15, 2019, by and between Grow Capital, Inc. and Carl Sanko |
| 10.3 | Fee Agreement, dated May 15, 2019, by and between Grow Capital, Inc. and Terry Kennedy |
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SIGNATURE PAGE

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

Grow Capital, Inc.

By: /s/ Jonathan Bonnette
Jonathan Bonnette
Chief Executive Officer

Dated: May 20, 2019

May 15, 2019

James Olson, Chairman
Grow Capital, Inc.

Re: Fee Agreement

Gentlemen,

Set forth below are the terms and conditions regarding compensation for services to be provided during fiscal year May 15, 2019 to May 15, 2019, and the fee arrangement for services to be provided by my firm to Grow Capital, Inc., its subsidiaries and affiliates (collectively "GRWC") for periods after May 14, 2019, along with our agreement regarding payment of fees for those services. The effective date of this agreement is and shall be May 15, 2019.

COMPENSATION FOR PAST SERVICES

It is acknowledged, both by GRWC and by Jonathan Bonnette, that there are no amounts that GRWC currently owes Jonathan Bonnette for any period prior to May 15, 2019 and that in consideration of this agreement and for other good and valuable consideration, Jonathan Bonnette hereby waives any claim or cause of action, whether in equity or at law, he has or may have against GRWC for fees for services provided prior to May 15, 2019.

BASIC FEE ARRANGEMENT

For the twelve months beginning May 15, 2019, GRWC hereby agrees to pay Jonathan Bonnette ("Bonnette") a fixed fee of Three Hundred Twenty Thousand Dollars (\$320,000) for the services of Bonnette in consideration of providing CEO/President officer services valued at \$245,000 and outside business management and consulting services valued at \$75,000. It is also understood and agreed that Mr. Bonnette is providing and intends to continue to provide services to other clients of his firm or to otherwise be individually employed by another entity or entities and that Mr. Bonnette shall devote only so much time and effort as is reasonably necessary to meet the needs of GRWC within his other time constraints.

The basic fee arrangement noted above of \$320,000 shall be paid through Stock Based Compensation which shall be valued at \$.07758 per share based on the average of the 3 lowest closing share market prices over the previous 30 market trading days at an applied discount of 30% to that calculated average closing share market price, and equaling Four Million One Hundred Twenty Four Thousand Five Hundred and Ninety Seven (4,124,597) shares of Grow Capital, Inc. restricted "144" common stock. The shares are to be issued within 10 days of executing this agreement and vest immediately upon issuance. Any such shares of Stock under this basic fee arrangement will be issued to Jonathan Bonnette, or, upon request, his designee.

Because of the nature of the services to be provided is in the nature of a fee retainer arrangement, it is understood and agreed that no detailed billing statements with respect to the

fixed monthly fee are required nor will they be provided and Mr. Bonnette and other firm personnel shall have no obligation and shall not be required to account for their time. The firm will not provide GRWC a monthly invoice for the monthly fixed fee.

The above stated fees do not include expenses and GRWC agrees to timely pay any authorized expenses separately billed to GRWC. GRWC further agrees that Mr. Bonnette or the firm may also utilize other employees or subcontractors to perform services for GRWC or in support of matters assigned by you to the firm, all subject to the time limitations set forth above. To the extent a matter requires or may require the expertise of a business services other than what Mr. Bonnette or other firm personnel can provide, GRWC agrees to separately engage and pay for such business services and expenses, and Mr. Bonnette will provide business oversight of said services within the parameters of this Fee Agreement and all as directed by you.

Charges for expenses may and shall include, but not be limited to, expenditures for office expenses, travel, business meals, mileage, and other expenses incurred by us in the proper performance of consulting services for you.

AVAILABILITY TO PROVIDE SERVICES; TERM

With regard to any matter that GRWC may wish to refer to the firm that is within the capability and expertise of Mr. Bonnette or other firm personnel to perform, Mr. Bonnette and the firm will make himself/itself reasonably available on a priority/first call basis to respond to the needs of GRWC or to perform the tasks requested in regard to providing CEO/President officer services and outside business consulting services, subject to the time limitations set forth above.

The firm will perform general business consulting services for GRWC and, in the case of specific matters identified by GRWC, only when reasonably requested to do so either by you or by other employees or agents of GRWC acting under your direction. The scope of our responsibility for each such matter will be specified by you; if no such specification is made, we will perform such services as we believe appropriate for the particular matter, in the circumstances of the request. We will not be responsible for any specific business management matters relating to GRWC unless they are covered by such a request.

If any of the above terms do not meet with your approval, please let me know immediately, and I will review them with you. If you agree with the foregoing, please sign the duplicate original of this letter and return it to me at your earliest convenience.

The term of this agreement shall be and is 12 months from the effective date of May 15, 2019, and may be terminated during such initial term "for cause" only.

Sincerely,

/s/Jonathan Bonnette
Jonathan Bonnette

Acknowledged and Agreed:

Grow Capital, Inc.

By: /s/ James Olson
James Olson, Chairman

May 15, 2019

Jonathan Bonnette, President
Grow Capital, Inc.

Re: Fee Agreement

Gentlemen,

Set forth below are the terms and conditions regarding compensation for services to be provided during fiscal year May 15, 2019 to May 15, 2019, and the fee arrangement for services to be provided by my firm to Grow Capital, Inc., its subsidiaries and affiliates (collectively "GRWC") for periods after May 14, 2019, along with our agreement regarding payment of fees for those services. The effective date of this agreement is and shall be May 15, 2019.

COMPENSATION FOR PAST SERVICES

It is acknowledged, both by GRWC and by Carl Sanko, that there are no amounts that GRWC currently owes Carl Sanko for any period prior to May 15, 2019 and that in consideration of this agreement and for other good and valuable consideration, Carl Sanko hereby waives any claim or cause of action, whether in equity or at law, he has or may have against GRWC for fees for services provided prior to May 15, 2019.

BASIC FEE ARRANGEMENT

For the twelve months beginning May 15, 2019, GRWC hereby agrees to pay Carl Sanko ("Sanko") a fixed fee of Two Hundred Ten Thousand Dollars (\$210,000) for the services of Sanko in consideration of providing Secretary officer services valued at \$105,000 and outside business management and consulting services valued at \$105,000. It is also understood and agreed that Mr. Sanko is providing and intends to continue to provide services to other clients of his firm or to otherwise be individually employed by another entity or entities and that Mr. Sanko shall devote only so much time and effort as is reasonably necessary to meet the needs of GRWC within his other time constraints.

The basic fee arrangement noted above of \$210,000 shall be paid through Stock Based Compensation which shall be valued at \$.07758 per share based on the average of the 3 lowest closing share market prices over the previous 30 market trading days at an applied discount of 30% to that calculated average closing share market price, and equaling Two Million Seven Hundred Six Thousand Seven Hundred and Sixty Seven (2,706,767) shares of Grow Capital, Inc. restricted "144" common stock. The shares are to be issued within 10 days of executing this agreement and vest immediately upon issuance. Any such shares of Stock under this basic fee arrangement will be issued to Carl Sanko, or, upon request, his designee.

Because of the nature of the services to be provided is in the nature of a fee retainer arrangement, it is understood and agreed that no detailed billing statements with respect to the

fixed monthly fee are required nor will they be provided and Mr. Sanko and other firm personnel shall have no obligation and shall not be required to account for their time. The firm will not provide GRWC a monthly invoice for the monthly fixed fee.

The above stated fees do not include expenses and GRWC agrees to timely pay any authorized expenses separately billed to GRWC. GRWC further agrees that Mr. Sanko or the firm may also utilize other employees or subcontractors to perform services for GRWC or in support of matters assigned by you to the firm, all subject to the time limitations set forth above. To the extent a matter requires or may require the expertise of a business services other than what Mr. Sanko or other firm personnel can provide, GRWC agrees to separately engage and pay for such business services and expenses, and Mr. Sanko will provide business oversight of said services within the parameters of this Fee Agreement and all as directed by you.

Charges for expenses may and shall include, but not be limited to, expenditures for office expenses, travel, business meals, mileage, and other expenses incurred by us in the proper performance of consulting services for you.

AVAILABILITY TO PROVIDE SERVICES; TERM

With regard to any matter that GRWC may wish to refer to the firm that is within the capability and expertise of Mr. Sanko or other firm personnel to perform, Mr. Sanko and the firm will make himself/itself reasonably available on a priority/first call basis to respond to the needs of GRWC or to perform the tasks requested in regard to providing Secretary officer services and outside business consulting services, subject to the time limitations set forth above.

The firm will perform general business consulting services for GRWC and, in the case of specific matters identified by GRWC, only when reasonably requested to do so either by you or by other employees or agents of GRWC acting under your direction. The scope of our responsibility for each such matter will be specified by you; if no such specification is made, we will perform such services as we believe appropriate for the particular matter, in the circumstances of the request. We will not be responsible for any specific business management matters relating to GRWC unless they are covered by such a request.

If any of the above terms do not meet with your approval, please let me know immediately, and I will review them with you. If you agree with the foregoing, please sign the duplicate original of this letter and return it to me at your earliest convenience.

The term of this agreement shall be and is 12 months from the effective date of May 15, 2019, and may be terminated during such initial term "for cause" only.

Sincerely,

/s/ Carl Sanko
Carl Sanko

Acknowledged and Agreed:

Grow Capital, Inc.

By: /s/ Jonathan Bonnette
Jonathan Bonnette, President

May 15, 2019

Jonathan Bonnette, President
Grow Capital, Inc.

Re: Fee Agreement

Gentlemen,

Set forth below are the terms and conditions regarding compensation for services to be provided during fiscal year May 15, 2019 to May 15, 2019, and the fee arrangement for services to be provided by my firm to Grow Capital, Inc., its subsidiaries and affiliates (collectively "GRWC") for periods after May 14, 2019, along with our agreement regarding payment of fees for those services. The effective date of this agreement is and shall be May 15, 2019.

COMPENSATION FOR PAST SERVICES

It is acknowledged, both by GRWC and by Terry Kennedy, that there are no amounts that GRWC currently owes Terry Kennedy for any period prior to May 15, 2019 and that in consideration of this agreement and for other good and valuable consideration, Terry Kennedy hereby waives any claim or cause of action, whether in equity or at law, he has or may have against GRWC for fees for services provided prior to May 15, 2019.

BASIC FEE ARRANGEMENT

For the twelve months beginning May 15, 2019, GRWC hereby agrees to pay Terry Kennedy ("Kennedy") a fixed fee of One Hundred Sixty Thousand Dollars (\$160,000) for the services of Kennedy in providing outside business consulting services. It is also understood and agreed that Mr. Kennedy is providing and intends to continue to provide services to other clients of his firm or to otherwise be individually employed by another entity or entities and that Mr. Kennedy shall devote only so much time and effort as is reasonably necessary to meet the needs of GRWC within his other time constraints.

The basic fee arrangement noted above of \$160,000 shall be paid through Stock Based Compensation which shall be valued at \$.07758 per share based on the average of the 3 lowest closing share market prices over the previous 30 market trading days at an applied discount of 30% to that calculated average closing share market price, and equaling Two Million Sixty Two Thousand Two Hundred and Ninety Nine (2,062,299) shares of Grow Capital, Inc. restricted "144" common stock. The shares are to be issued within 10 days of executing this agreement and vest immediately upon issuance. Any such shares of Stock under this basic fee arrangement will be issued to Terry Kennedy, or, upon request, his designee.

Because of the nature of the services to be provided is in the nature of a fee retainer arrangement, it is understood and agreed that no detailed billing statements with respect to the fixed monthly fee are required nor will they be provided and Mr. Kennedy and other firm

personnel shall have no obligation and shall not be required to account for their time. The firm will not provide GRWC a monthly invoice for the monthly fixed fee.

The above stated fees do not include expenses and GRWC agrees to timely pay any authorized expenses separately billed to GRWC. GRWC further agrees that Mr. Kennedy or the firm may also utilize other employees or subcontractors to perform services for GRWC or in support of matters assigned by you to the firm, all subject to the time limitations set forth above. To the extent a matter requires or may require the expertise of a business services other than what Mr. Kennedy or other firm personnel can provide, GRWC agrees to separately engage and pay for such business services and expenses, and Mr. Kennedy will provide business oversight of said services within the parameters of this Fee Agreement and all as directed by you.

Charges for expenses may and shall include, but not be limited to, expenditures for office expenses, travel, business meals, mileage, and other expenses incurred by us in the proper performance of consulting services for you.

AVAILABILITY TO PROVIDE SERVICES; TERM

With regard to any matter that GRWC may wish to refer to the firm that is within the capability and expertise of Mr. Kennedy or other firm personnel to perform, Mr. Kennedy and the firm will make himself/itself reasonably available on a priority/first call basis to respond to the needs of GRWC or to perform the tasks requested in regard to providing outside business consulting services, subject to the time limitations set forth above.

The firm will perform general business consulting services for GRWC and, in the case of specific matters identified by GRWC, only when reasonably requested to do so either by you or by other employees or agents of GRWC acting under your direction. The scope of our responsibility for each such matter will be specified by you; if no such specification is made, we will perform such services as we believe appropriate for the particular matter, in the circumstances of the request. We will not be responsible for any specific business management matters relating to GRWC unless they are covered by such a request.

If any of the above terms do not meet with your approval, please let me know immediately, and I will review them with you. If you agree with the foregoing, please sign the duplicate original of this letter and return it to me at your earliest convenience.

The term of this agreement shall be and is 12 months from the effective date of May 15, 2019, and may be terminated during such initial term "for cause" only.

Sincerely,

/s/ Terry Kennedy
Terry Kennedy

Acknowledged and Agreed:

Grow Capital, Inc.

By: /s/ Jonathan Bonnette
Jonathan Bonnette, President