

## SUPPLEMENTAL INFORMATION STATEMENT

### ACQUISITION AGREEMENT OF HYDRO-GROW SUPPLY, INC.

On July 16, 2014, the Corporation finalized the acquisition of Hydro-Grow. The attached closing documents detail the acquisition terms, conditions, assets and other items.

**Hydro-Grow Supply**  
**CLOSING MEMORANDUM**

COPY

With respect to the sale of the assets of the business known as Hydro-Grow Supply, located at 644 Peterson Rd, Colorado Springs, CO 80915 ("Business"), by Hydro Grow Supply, Inc. Robert C. Baxter, Jr., President ("Sellers"), to Green Energy Investments, Inc., Donnell J. Vigil, President, 9300 Normandy Blvd., Suite 502, Jacksonville, FL 32221 ("Purchasers"). Purchaser and Seller acknowledge that National Business Brokers, Ltd., and Re/Max Real Estate Group ("Brokers") have fulfilled their primary function and responsibility in bringing Purchaser and Seller together.

Seller represents and warrants that Seller has made available to Purchaser all of the books, records, accounts, and other business aspects of the Business that Purchaser has requested, which are in tangible form and further represents and warrants that the same are accurate and complete to the best of Seller's knowledge.

Purchaser represents and warrants that Purchaser has had a full and complete opportunity to review, prior to closing, all of the books, records, accounts, and other business aspects of the Business so made available by Seller, knows the condition thereof, is satisfied with the condition of the same, and needs no further information from Seller to make an informed decision regarding the purchase of the Business based on Seller's representations and warranties above.

Purchaser acknowledges that all financial or operational information was prepared by, or from, figures supplied by Seller, and has not been verified by Broker. Purchaser also acknowledges that no independent representations, warranties, or other statements were made to Purchaser by Broker or its agents or employees concerning the financial or other aspects of the Business (whether relating to past, present, or future conditions or expectations), and that Purchaser, in closing this sale transaction, is not relying in any manner on any statements that Broker or its agents or employees may have made to Purchaser in connection with this sale transaction, whether such statements be with respect to such books, records, accounts, or with respect to any other aspect of the Business.

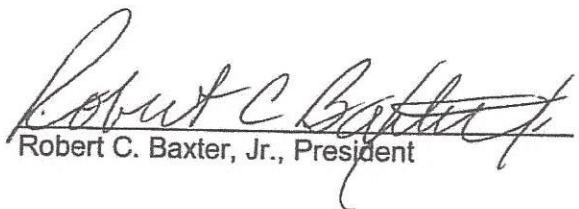
Purchaser and Seller further acknowledge that Broker has acted as a Transaction Broker in this sale, and that the Broker's commission on the subject transaction is being paid by Seller.

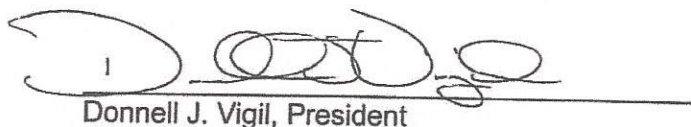
Purchaser and Seller each specifically acknowledge that they have been advised by Broker, National Business Brokers, Ltd., prior to the time the purchase and sale agreement between Purchaser and Seller was signed, to obtain independent legal, accounting, and other advice on all matters relating to the subject transaction, and that Broker has supplied all information requested by either Purchaser or Seller. Purchaser acknowledges that the closing documents were prepared by Purchaser's attorney and reviewed and approved by Seller and/or Seller's attorney.

Dated this 16<sup>th</sup> day of July, 2014.

**SELLER: Hydro-Grow Supply, Inc.**

**PURCHASER: Green Energy Investments, Inc.**

  
Robert C. Baxter, Jr., President

  
Donnell J. Vigil, President



## BILL OF SALE

**ORIGINAL**

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, for and in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt and adequacy of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and transfer to Green Energy Investments, Inc., Donnell J. Vigil, President, ("Purchaser"), of 9300 Normandy Blvd., Suite 502, Jacksonville, FL 32221, the following described personal property to wit:

All of the inventory, stock-in-trade, samples, displays, business records, supplies, furniture, equipment, fixtures, and other property of the undersigned associated with that certain business known as Hydro-Grow Supply, 644 Peterson Rd, Colorado Springs, CO 80915, including, without limitation, those items of personal property set forth on Exhibit A. attached hereto and by this reference made a part hereof, title to which is hereby warranted by the undersigned except as otherwise expressly noted on such Exhibit A. The undersigned is not conveying any accounts receivable, any credits due the undersigned, or any cash or cash equivalents on hand or on deposit in any account. In the event the execution of additional documents shall become necessary to perfect the transfer to Purchaser (and title thereto) which is the subject matter of this Bill of Sale, the undersigned shall execute any and all such additional necessary documents.

All such personal property, except inventory, is used. All equipment is hereby warranted to be in good working order as of the date hereof. The warranties made in this Bill of Sale are in lieu of all other warranties, express or implied, and all other warranties, express or implied, including all warranties of merchantability and fitness for a particular purpose, are hereby specifically excluded.

The undersigned warrants and represents that the undersigned is the owner and/or in lawful possession of the above described items of personal property and has good title thereto and/or lawful authority to sell or transfer the same and that the same are free and clear of any and all liens, leases, and encumbrances.

The undersigned shall warrant and forever defend the within sale and transfer of said property against the claims of all persons and entities whatsoever.

All covenants and agreements herein shall be binding on the parties hereto and shall inure to the benefit of the parties and their respective heirs, beneficiaries, executors, legal representatives, successors, and assigns (both voluntary and involuntary by operation of law). The singular shall include the plural, the plural the singularly, and the use of any gender shall include all other genders.

By: Robert C. Baxter, Jr.  
Robert C. Baxter, Jr., President  
Hydro-Grow Supply, Inc.

MY commission expires: 8-26-18

[2]

**Exhibit A.**  
**Equipment List**

| <u>Description</u>                       | <u>Amount</u> |
|--|---------------|
| Shelving (Store, Store Room & Warehouse) | 41            |
| 20' Container                            | 1             |
| Sales Counter                            | 1             |
| Glass Case                               | 1             |
| Pallet Jack                              | 1             |
| 1500 Trimmer                             | 2             |
| Computer                                 | 2             |
| POS Operating System                     | 1             |
| Printer                                  | 1             |
| Fax Machine                              | 1             |
| Computer Tower                           | 1             |
| Telephone                                | 2             |
| Calculator                               | 1             |
| Security Camera                          | 5             |
| Refrigerator (small)                     | 1             |
| Coffee Pot                               | 1             |
| Ortho Mats                               | 2             |
| Trash Cans                               | 2             |





National  
Business  
Brokers, Ltd.

3060 N. Academy Blvd., Ste. 200 ♦ Colorado Springs, CO 80917  
Phone (719) 635-8133

**Purpose of Document:**

- ☐ Counter - Offer  
☐ Amendment to Listing Agreement  
☐ Amendment to Asset Purchase Agreement  
☐ Contingency Removal  
☒ Other: Allocation of Purchase Price

COPY

Reference that certain agreement dated June 9, 2014, by and between: Hydro-Grow Supply, Inc., Robert C. Baxter, President as Seller and Green Energy Investments, Inc., Donnell J. Vigil, President as Purchaser, relating to the business known as Hydro-Grow Supply, 644 Peterson Rd., Colorado Springs, CO 80915.

Purchaser(s) and Seller(s) does hereby agree to the following allocation of the Purchase Price:

|                                 |                     |
|---------------------------------|---------------------|
| Inventory                       | \$169,348.03        |
| Furniture, Fixtures & Equipment | \$15,000.00         |
| Covenant not to Compete         | \$1,000.00          |
| Vehicles                        | \$1,000.00          |
| Goodwill                        | \$68,000.00         |
| TOTAL                           | <u>\$254,348.03</u> |

**Acknowledge:**

**Seller: Hydro-Grow Supply, Inc.**

**Purchaser: Green Energy Investments, Inc.**

Robert C. Baxter, Jr. 7-16-14  
Robert C. Baxter, Jr., President Date

Donnell J. Vigil 07.16.14  
Donnell J. Vigil, President Date

**Acknowledge:**

**National Business Brokers, Ltd.**

BY: [Signature]

COPY

STATEMENT OF SETTLEMENT

SELLER'S ☐ PURCHASER'S ☒

SELLER: Hydro-Grow Supply, Inc.

PURCHASER: Green Energy Investments, Inc.

BUSINESS NAME: Hydro-Grow Supply

ADDRESS: 644 Peterson Rd., Colo. Springs, CO 80915

SETTLEMENT DATE: July 16, 2014

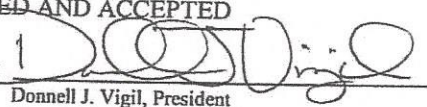
DATE OF PRORATION: July 16, 2014

|   | DEBIT        | CREDIT       |
|---|--------------|--------------|
| 1. Purchase Price   | \$250,000.00 |              |
| 2. Earnest Deposit  |              | \$100,000.00 |
| 3. Inventory Adjustments  | \$4,348.03   |              |
| 4. Lease Deposit  |              |              |
| 5. Employee Vacation Pay  |              |              |
| 6. Certificate of Taxes   | \$10.00      |              |
| 7. Personal Property Taxes Yr. 2013 – None on file with El Paso Co. Treasurer |              |              |
| 8. Lien Searches  | \$8.00       |              |
| 9. UCC- 1 Filings   | \$8.00       |              |
| 10. UCC - 3 Filings   |              |              |
| 11. Trade Name Recordings   | \$20.00      |              |
| 12. Pre Pairs:  |              |              |
| A. Advertising  |              |              |
| B. Insurance  |              |              |
| C. Rent – Retail Store \$1,900 per month, \$61.29/day 16 days.                | \$980.65     |              |
| D. Rent – Warehouse, \$500 per month, \$16.13/day 16 days.                    | \$258.07     |              |
| 13. Wire Transfer Fees  | \$30.00      |              |
| 14.   |              |              |
| 15.   |              |              |
| 16.   |              |              |
| 17.   |              |              |
| 18.   |              |              |
| 19. 90 Note to Seller for Excess Inventory                                    |              | \$4,348.03   |
| 20.   |              |              |
| 21. Financing Agreement to Seller:  |              | \$75,000.00  |
| <b>Sub Totals</b>   | \$255,662.75 | \$179,348.03 |
| Balance due to Seller   |              |              |
| Balance due From Purchaser  |              | \$76,314.72  |
| <b>TOTALS</b>   | \$255,662.75 | \$255,662.75 |

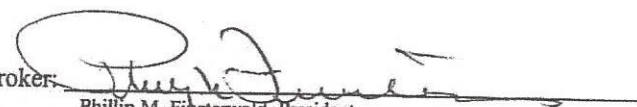
The above figures do not include sales or use taxes on personal property

APPROVED AND ACCEPTED

Purchaser:

  
Donnell J. Vigil, President  
Green Energy Investments, Inc.

Broker:

  
Phillip M. Finsterwald, President  
National Business Brokers, Ltd.

All the prorations as set forth above shall be final. Any and all adjustments for periods prior to closing shall be the responsibility of the Seller.  
Any and all adjustments for periods ending on or after closing shall be the responsibility of the Buyer.





National  
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3060 N. Academy Blvd., Ste. 200 \* Colorado Springs, CO \* 80917-5310 \* (719) 635-8133

COPY

Purpose of Document:

- ☐ Counter - Offer  
☐ Amendment to Listing Agreement  
☐ Amendment to Business Asset Purchase Agreement  
☒ Contingency Removal  
☐ Other: Allocation of Purchase Price

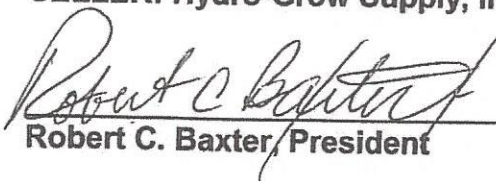
Reference that certain agreement dated June 9, 2014, by and between: Hydro-Grow Supply, Inc., Robert C. Baxter, President as Seller and Green Energy Investments, Inc., Donnell J. Vigil, President as Purchaser, relating to the business known as Hydro-Grow Supply, 644 Peterson Rd., Colorado Springs, CO 80915.

Reference Paragraph: 9.

Seller does hereby remove the following contingencies.

- A. Seller's Approval of Purchaser's Credit-Worthiness  
B. Attorney Review

SELLER: Hydro-Grow Supply, Inc.

  
Robert C. Baxter, President      7-16-14  
Date

Acknowledged:

BY: 





**National  
Business  
Brokers, Ltd.**

3060 N. Academy Blvd., Ste. 200 \* Colorado Springs, CO \* 80917-5310 \* (719) 635-8133

**Purpose of Document:**

- ☐ Counter - Offer
- ☐ Amendment to Listing Agreement
- ☐ Amendment
- ☒ Contingency Removal
- ☐ Other: Allocation of Purchase Price

**COPY**

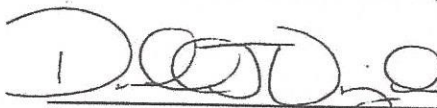
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Reference Paragraph 8.

**Purchaser does hereby remove the following contingencies.**

- A. Financial Records
- B. Attorney Review
- C. Due Diligence Inspection
- D. Lease
- E. Equipment List

**PURCHASER: Green Energy Investments, Inc.**

 07.16.14  
Donnell J. Vigil, President      Date

**Acknowledged:**

BY: 

Minutes  
of  
Special Board of Directors and Shareholders  
Meeting and Resolution  
of  
Hydro-Grow Supply, Inc.

**ORIGINAL**

A Special Meeting of the Board of Directors of Hydro-Grow Supply, Inc. was held at 2910 N. Academy Blvd., Suite 102, Colorado Springs, Colorado 80917 on the 16'th day of July 2014 at 12:00 p.m.

In attendance were Robert C Baxter, Jr., President, and Director of the Corporation and Nina D Baxter, Secretary of the Corporation. Also in attendance was David L. Chaney, the Corporation's Business Advisor. Such attendance represents a quorum of the Board of Directors of the Corporation.

The purpose of the meeting was to approve the sale of the Corporation's operations, fixed assets and related assets to Green Energy Investments, Inc. pursuant to an Asset Purchase Agreement dated June 9, 2014 and executed by the parties on June 12'th and 13'th 2014.

In conjunction with the Agreement has agreed to relinquish the corporate name Hydro-Grow Supply, Inc. As a result the requirement it is proposed that the Corporation be renamed Robert Baxter Enterprises, Inc.

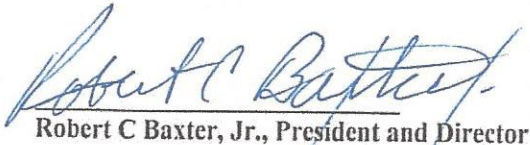
A motion was duly made, carried and

IT IS THEREFORE RESOLVED that the officers of Hydro-Grow Supply, Inc. may proceed to complete the contemplated transaction and have the Corporate name changed to Robert Baxter Enterprises, Inc.

In addition, IT WAS RESOLVED, that the officers of Hydro-Grow Supply, Inc. may proceed to execute the final closing documents attached hereto.

There being no further business to be brought before the meeting and upon a motion duly made and carried the meeting was adjourned.

Attested this 16'th day of July, 2014

  
Robert C Baxter, Jr., President and Director

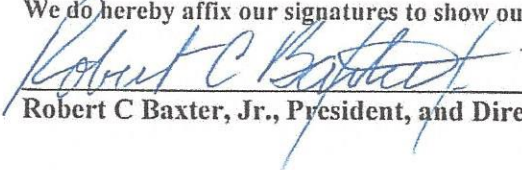
Waiver of Notice  
of  
Special Shareholders and Directors  
Meeting  
Hydro-Grow Supply, Inc.

**ORIGINAL**

We, the undersigned, do hereby constitute all of the Shareholders and Directors of Hydro-Grow Supply, Inc. and do hereby waive notice as to the time and place of the Special Meeting of Shareholders and Directors of the Corporation.

Time of Meeting: 12:00 p.m.  
Date of Meeting: July 16, 2014  
Place of Meeting: 2910 N. Academy Blvd., Suite 102  
Colorado Springs, CO 80917

We do hereby affix our signatures to show our waiver of notice of said meeting.

  
Robert C Baxter, Jr., President, and Director



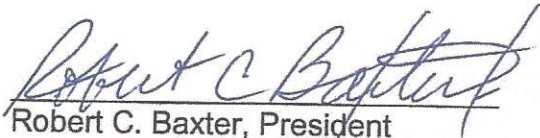
ORIGINAL

TRADE NAME ASSIGNMENT

With respect to the sale of the business known as Hydro-Grow Supply located at 644 Peterson Rd, Colorado Springs, CO 80915, by Hydro Grow Supply, Inc..

Seller acknowledges that the trade name Hydro Grow Supply has been used by them continuously while they have been in business. Seller, for themselves, their successors and assigns, do hereby assign and convey any and all right, title, claim and interest including good will they may have in the use of the name Hydro-Grow Supply to Green Energy Investments, Inc., their successors and assigns.


Dated this 16<sup>th</sup> day of July, 2014.

  
Robert C. Baxter, President  
Hydro-Grow Supply, Inc.

STATE OF COLORADO    )  
                                      ) ss:  
COUNTY OF EL PASO    )

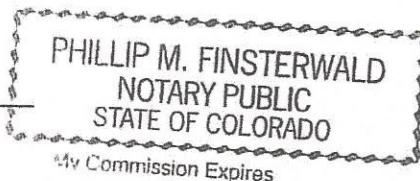
Subscribed and sworn to before me this 16<sup>TH</sup> day of July, 2014, by  
Robert C. Baxter, Jr.

WITNESS my official hand and seal.

  
Notary Public

My Commission expires:

8-26-18



## ASSIGNMENT OF INTERNET WEBSITE

**ORIGINAL**

This ASSIGNMENT OF INTERNET WEBSITE is entered into by Hydro-Grow Supply, Inc., Robert C. Baxter, Jr., President, hereinafter referred to as "Assignor", effective the 16<sup>th</sup> day of July, 2014.

Assignor has utilized the internet website "www.thinkinginbinary.com/HGS" in the operation of its business known as "Hydro Grow Supply".

Assignor has sold business and its rights to use the above internet website, and by virtue of such sale "Green Energy Investments, Inc.", a Colorado corporation, hereinafter referred to as "Purchaser", has acquired all of Assignor's rights to utilize such internet website.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Purchaser all of its right, title and interest in and to that certain internet website "www.thinkinginbinary.com/HGS" and Assignor agrees to cooperate with Purchaser, if necessary, to cause said internet website to be properly transferred to Purchaser by a registrar approved by The Internet Corporation for Assigned Names and Numbers.

DATED this 16<sup>th</sup> day of July, 2014.

ASSIGNOR: Hydro-Grow Supply, Inc.

By:

Robert C. Baxter, Jr.  
Robert C. Baxter, Jr., President

State of Colorado       )  
                                  )ss.  
County of EL Paso       )

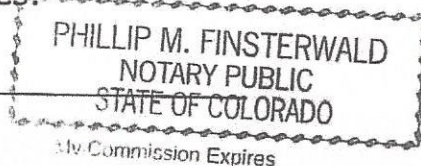
Acknowledged before me this 16<sup>th</sup> day of July, 2014, by Robert C. Baxter, Jr. of Hydro Grow Supply, Inc..

Witness my hand and official seal.

Phillip M. Finsterwald  
Notary Public

My commission expires:

8-26-18







CenturyLink™

ORIGINAL

### TELEPHONE NUMBER RELEASE AGREEMENT

The outgoing customer, as indicated by his/her signature, releases the telephone number shown below for assignment to the incoming (new) customer and agrees that he/she has no further interest in that telephone number. It is understood that CenturyLink (the Telephone Company) has the right to reassign the telephone number if, for any reason, it chooses to do so.

The outgoing customer agrees to pay for all telephone charges that are associated with the telephone number through the date this agreement takes effect. The incoming customer agrees to assume any future charges associated with the number going forward, to include any associated advertising currently in place such as Dex.

This release will take effect when the signer's agreement has been received by CenturyLink.

Green Energy Investments, Inc.  
Name of Incoming Customer

(719) 596-2600 / (719) 596-2601  
Telephone Number

\_\_\_\_\_  
Service Representative

Hydro-Grow Supply, Inc.  
Name of Outgoing Customer

*Robert C. Baxter, Jr.*  
Signature of Outgoing Customer

July 16, 2014  
Date

State of Colorado  
County of El Paso

The foregoing Number Release Agreement  
was signed before me on July 16, 2014  
by Robert C. Baxter, Jr.

My Commission Expires 8-26-18

*Phillip M. Finsterwald*  
NOTARY PUBLIC  
Witness My Hand and Official Seal  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires



# COVENANT NOT TO COMPETE

**ORIGINAL**

THIS AGREEMENT is entered into as of JULY 16, 2014, by and between ROBERT C. BAXTER, JR. hereinafter referred to as "Seller" and GREEN ENERGY INVESTMENTS, INC. hereinafter referred to as "Owner".

Whereas, Seller is the owner of HYDRO-GROW SUPPLY, INC. hereinafter referred to as the "Business"; and

Whereas, Owner has of even date herewith purchased all of the assets of the Business, and will commence and/or continue the operation of the Business as a new entity wholly owned by Owner; and

Whereas, if Seller would compete with the Business in any manner, such competition would adversely affect the profitability of the Business and the investment of Owner in the assets of the Business purchased from Seller; and

Whereas, as part of the purchase of the assets of the Business, Owner requested from Seller and Seller agreed to execute a covenant not to compete with Owner.

NOW, THEREFORE, in consideration of the above premises which are incorporated herein by reference, and the mutual benefits and detriments hereinafter contained, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Owner has paid Seller the sum of \$ 1,000.00 for this covenant not to compete.
2. Seller acknowledges that the customer and supplier list of the Business is an integral part of the assets purchased by Owner and shall remain the sole property of the Owner. Seller shall not attempt, in any manner or fashion, to contact or solicit the customers or suppliers of the Business for a purpose or purposes similar in any manner to those previously carried on by the Business for the term of this agreement. Likewise, Seller shall not urge any customer, client, supplier, or potential customer, client or supplier of Owner to discontinue in whole in part, business with Owner.
3. Seller agrees not to compete with Owner in any RETAIL GROW STORE as a principal, agent, employee, independent contractor, shareholder, director or officer. The prohibitions set forth herein shall not apply to any training conducted by Seller for the benefit of Owner.
4. The obligations of Seller under this Agreement shall commence on the date hereof and shall expire at midnight on a date, which is FIVE (5) years from the date hereof.
5. The restrictions contained herein shall be limited geographically to any area located within EL PASO COUNTY.
6. Because of the damage that could result from the violation by Seller of the restrictions contained herein, the parties expressly agree that in the event of a breach of such restrictions by Seller, Owner is authorized and entitled to, in addition to any other relief, apply to a court of competent jurisdiction for a temporary and/or permanent injunction enjoining Seller from breaching the covenants contained herein, without the necessity of proving actual damages.



7. Because the damage that could or would result to Owner from a breach by Seller of the provisions of this agreement would be difficult, if not impossible to ascertain, but would severely impact the profitability, competitiveness and investment of Owner, the parties expressly agree that in the event of a breach of any provision herein by Seller, Owner shall be entitled to receive from Seller, as Liquidated Damages, the sum of \$ 250,000.00.

8. Seller agrees that this Covenant Not To Compete does not violate the provisions of C.R.S. Section 8-2-113, and, to the extent permitted by law, waives any defense based on such statute.

9. A. This Agreement may not be amended, modified, superseded, or canceled, nor may any term or condition hereof be waived, except by a written instrument duly and validly executed by both parties.

B. In the event that suit is brought or any attorney is retained by any party to this Agreement for the purpose of enforcing any of the covenants and conditions herein contained, or to collect any damages for the breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, expert witness fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

C. If any provision of this Agreement or the application thereof to any person or circumstance shall be found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

D. The validity, interpretation, and performance of this agreement shall be governed by the laws of the State of Colorado applicable to agreements made and to be performed entirely in that state. Both parties hereby submit to the jurisdiction of such state for the purpose of any action arising from an alleged breach of this agreement or the enforcement hereof. The parties further agree that in the event of such action(s) venue therefore shall be in El Paso County, Colorado, in the applicable state court then having jurisdiction of the matter in dispute.

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

COMPANY:

SELLER: Robert C. Batten

SELLER: Hydro-Grow Supply, Inc.

INDIVIDUALLY:

1. Robert C. Batten

OWNER: D. G. W. Q

OWNER: D. G. W. Q