

**UNITED STATES  
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): July 16, 2024**

**GROVE COLLABORATIVE HOLDINGS, INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-40263**  
(Commission  
File Number)

**88-2840659**  
(IRS Employer  
Identification No.)

**1301 Sansome Street  
San Francisco, California**  
(Address of principal executive offices)

**94111**  
(Zip Code)

**(800) 231-8527**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
<b>Class A common stock, par value \$0.0001</b>	<b>GROV</b>	<b>New York Stock Exchange</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### Item 1.01. Amendments to Material Definitive Agreements

On July 16, 2024, Grove Collaborative Holdings, Inc., a Delaware public benefit corporation (“Holdings”) and Grove Collaborative, Inc., a Delaware public benefit corporation (“Grove”), in their capacity as borrowers (Holdings and Grove, collectively, the “Borrowers”) under that certain Loan and Security Agreement, dated as of December 21, 2022 (as amended by that certain Amendment No. 1 to Loan and Security Agreement, dated as of March 10, 2023, the “Term Loan Agreement”), among the Borrowers, Ocean II PLO LLC, a California limited liability company, as administrative and collateral agent (the “Agent”), and the lending institutions party thereto (collectively, the “Term Loan Lenders”), voluntarily prepaid a portion of the principal outstanding under the Term Loan Agreement in the amount of \$42,000,000 (the “Prepayment”).

In connection with the Prepayment, the Borrowers entered into (a) that certain Amendment No. 2 to Loan and Security Agreement, dated as of July 16, 2024 (the “Second Amendment”), among the Borrowers, the Term Loan Lenders and the Agent, which amends the Term Loan Agreement to, among other things, (i) provide for a reduction in the amount of Unrestricted Cash (as defined in the Term Loan Agreement) required to be maintained by the Borrowers and (ii) extend the Amortization Date from July 1, 2025 to January 1, 2026, and (b) that certain Amendment No. 1 to Loan and Security Agreement, dated as of July 16, 2024 (the “First Amendment” and, together with the Second Amendment, collectively, the “Amendments”), among the Borrowers and Siena Lending Group LLC, a Delaware limited liability company, as lender (in such capacity, the “ABL Lender”), which amends that certain Loan and Security Agreement, dated as of March 10, 2023 (the “ABL Loan Agreement”), by and among the Borrowers and the ABL Lender, to, among other things, (i) reduce the liquidity thresholds for triggering a cash dominion event and additional appraisal requirements and (ii) change the availability block thereunder from an at all times test to a liquidity based test.

The foregoing descriptions of the Amendments are subject to and qualified in their entirety by reference to the full text of the of the Amendments, copies of which are included as Exhibits 10.1 and 10.2 hereto, and the terms of which are incorporated herein by reference.

### Item 2.03. Amendment of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.03

### Item 9.01 Financial Statements and Exhibits.

#### (d) Exhibits.

Exhibit No.	Description
10.1	<a href="#">Amendment No. 2 to Loan and Security Agreement, dated as of July 16, 2024, by and among Grove Collaborative Holdings, Inc., Grove Collaborative, Inc., Structural Capital Investments III, LP, Structural Capital Investments IV, LP, Avenue Sustainable Solutions Fund, L.P., and Series PCI Grove series of Structural Capital Primary Co-Investment Fund, LLC, and Ocean II PLO LLC</a>
10.2	<a href="#">Amendment No. 1 to Loan and Security Agreement, dated as of July 16, 2024, by and among Grove Collaborative Holdings, Inc., Grove Collaborative, Inc. and Siena Lending Group LLC</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

#### SIGNATURES

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

#### GROVE COLLABORATIVE HOLDINGS, INC.

By: /s/ Sergio Cervantes  
Name: Sergio Cervantes  
Title: Chief Financial Officer

Date: July 18, 2024

**AMENDMENT NO. 2  
TO  
LOAN AND SECURITY AGREEMENT**

This Amendment No. 2 to Loan and Security Agreement (“*Amendment No. 2*”) is made effective as of July 16, 2024 (the “*Amendment Date*”) by and among Structural Capital Investments III, LP, Structural Capital Investments IV, LP, Avenue Sustainable Solutions Fund, L.P., and Series PCI Grove series of Structural Capital Primary Co-Investment Fund, LLC (collectively, together with any other party now or hereafter a lender hereunder, “*Lenders*” and each a “*Lender*”), Ocean II PLO LLC, a California limited liability company, as administrative and collateral agent for Lenders (“*Agent*”), Grove Collaborative Holdings, Inc., a Delaware public benefit corporation (“*Holdings*”), and Grove Collaborative, Inc., a Delaware public benefit corporation (“*Grove*” and, together with Holdings, each a “*Borrower*” and together, “*Borrowers*”).

**Recitals**

WHEREAS, on December 21, 2022, Borrowers, Lenders and Agent entered into that certain Loan and Security Agreement, which together with all exhibits, schedules, documents and agreements attached thereto, and as amended by Amendment No. 1 to Loan and Security Agreement, dated as of March 10, 2023, is referred to herein as the “*Loan Agreement*”; and

WHEREAS, Borrowers, Agent and Lenders desire to modify and amend certain of the terms and conditions of the Loan Agreement as set forth in this Amendment No. 2.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and without limiting or amending any other provisions of the Loan Agreement, the parties hereby agree to modify the Loan Agreement and to perform such other covenants and conditions as follows:

**I. Amendments to Loan Agreement.**

(a) Section 1.1 of the Loan Agreement is hereby amended to revise the definition of “*Amortization Date*” to read in its entirety as follows:

““*Amortization Date*” means January 1, 2026.”

(b) Section 6.11(a) of the Loan Agreement is hereby amended to read in its entirety as follows:

“(a) Borrowers and the other Loan Parties shall maintain at all times Unrestricted Cash in an amount of not less than \$3,750,000.”

**II. Conditions Precedent to the Effectiveness to Amendment No. 2.**

The effectiveness of this Amendment No. 2 is subject to the fulfillment of each and every of the following conditions precedent in form and substance satisfactory to the Agent in its sole discretion:

(a) This Amendment No. 2 shall have been duly executed and delivered by Borrowers.

(b) Borrowers shall (i) make a principal payment on the Tranche A Advance in the amount of \$42,000,000 and (ii) pay all Lender Expenses for the preparation and negotiation of this Amendment No. 2 (including without limitation all reasonable attorneys’ fees) in the amount of \$5,000.

**III. Additional and Terms and Conditions.**

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(a) **Representations and Warranties of Borrowers.** Borrowers represent, warrant and covenant to Agent and Lenders as of the date hereof as follows:

- (i) This Amendment No. 2 has been duly executed and delivered by the Borrowers and each applicable Loan Party and constitutes legal, valid and binding obligations of the applicable Loan Party, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights or by general principal of equity.
- (ii) The execution, delivery and performance by Borrowers of this Amendment No. 2 and any other agreements or instruments required hereunder (x) have been duly authorized, and are not in conflict with nor constitute a breach of any provision of the Borrowers' organizational documents and (y) do not (1) require any authorization, consent or approval by any Governmental Authority, in each case other than has already been obtained or given will have been obtained or given prior to the time when required, (2) conflict with or result in a breach of any law or regulation, order, writ, injunction or decree of any court or Governmental Authority, except where such conflict or resulting breach would not reasonably be expected to cause a Material Adverse Effect, or (3) require the approval, authorization or consent of any trustee or holder of any indebtedness or obligation of Borrowers or of any other Person under any material agreement, contract, lease or license or similar document or instrument to which any Loan Party is a party or by which any Loan Party is bound.
- (iii) The representations and warranties contained in the Loan Agreement and each other Loan Document are true and correct in all material respects (without duplication of materiality qualifiers therein) (or to the extent any representations or warranties are expressly made solely as of an earlier date, such representations and warranties are true and correct in all material respects (without duplication of materiality qualifiers therein) as of such earlier date).
- (iv) No event has occurred and is continuing that constitutes a Default or an Event of Default.

(b) **No Waiver.** No course of dealing on the part of Agent or any Lender or any employees, officers or directors of any of the foregoing, nor any failure or delay in the exercise of any right by Agent or any Lender, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Any failure of Agent or of any Lender at any time to require strict performance by Borrowers of any provision shall not affect any right of Agent or Lenders thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Agent.

#### **IV. Integration Clause.**

The Loan Agreement, as amended by this Amendment No. 2, and each of the other Loan Documents taken together constitute and contain the entire agreement among Borrowers, Agent and Lender and supersede any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter hereof. NONE OF THE LOAN AGREEMENT OR THIS AMENDMENT NO. 2 MAY BE MODIFIED EXCEPT BY A WRITING SIGNED BY THE AGENT, THE REQUIRED LENDERS AND BORROWERS IN ACCORDANCE WITH THE LOAN AGREEMENT. Each provision hereof shall be severable from every other provision when determining its legal enforceability under this Amendment No. 2 and the Loan Agreement, as amended by this Amendment No. 2, may be enforced to the maximum extent permitted under applicable law. This Amendment No. 2 shall be binding upon, and inure to the benefit of, each party's respective permitted successors and assigns. This Amendment No. 2 may be executed in counterpart originals, all of which, when taken together, shall constitute one and the same original document. In the event of any contradiction or inconsistency among the terms and conditions of this Amendment No. 2 or the Loan Agreement the terms and conditions of this Amendment No. 2 shall prevail.

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**V. Miscellaneous.**

Unless otherwise defined, all initially capitalized terms in this Amendment No. 2 shall be as defined in the Loan Agreement. The Loan Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment No. 2 shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Agent or any Lender under the Loan Agreement, as in effect prior to the date hereof. Except as amended hereby, the Loan Agreement remains unmodified and unchanged. This Amendment No. 2 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Amendment No. 2 and any amendments or waivers hereto, to the extent signed and delivered by means of facsimile, photocopy, scan by e-mail delivery of a “.pdf” format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense. The terms of Sections 13.14 (Governing Law), 13.15 (Waiver of Jury Trial) and 13.16 (Judicial Reference) of the Loan Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Remainder of the page intentionally left blank. Signature pages to follow.]*

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**In Witness Whereof**, the parties hereto have caused this Amendment No. 2 to be executed as of the date first above written.

**BORROWERS:**

**GROVE COLLABORATIVE HOLDINGS, INC.,**  
a Delaware public benefit corporation

By: \_\_  
Name:  
Title:

**GROVE COLLABORATIVE, INC.,**  
a Delaware public benefit corporation

By: \_\_  
Name:  
Title:

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In Witness Whereof, the parties hereto have caused this Amendment No. 2 to be executed as of the date first above written.

**LENDERS:**

**STRUCTURAL CAPITAL INVESTMENTS III, LP,**  
a Delaware limited partnership

By: **Structural Capital GP III, LLC,**  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: Kai Tse  
Title: Managing Member

**STRUCTURAL CAPITAL INVESTMENTS IV, LP,**  
a Delaware limited partnership

By: **Structural Capital GP IV, LLC,**  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: Kai Tse  
Title: Managing Member

**SERIES PCI GROVE, A SERIES OF STRUCTURAL  
CAPITAL PRIMARY CO-INVESTMENT FUND, LLC,**  
a Delaware series limited liability company

By: **Structural Capital GP III, LLC,**  
a Delaware limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Kai Tse  
Title: Managing Member

**AVENUE SUSTAINABLE SOLUTIONS FUND, L.P.,**  
a Delaware limited partnership

By: **Avenue Sustainable Solutions Partners, LLC,**  
its General Partner

By: **GL Sustainable Solutions Partners, LLC,**  
its Managing Member

By: \_\_\_\_\_  
Name: Sonia Gardner  
Title: Member

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**AGENT:**

**OCEAN II PLO LLC,**  
a California limited liability company

By: Structural Capital Management Company II, LP,  
a Delaware limited partnership,  
its Manager

By: Structural Capital GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: Kai Tse  
Title: Managing Member



**AMENDMENT NO. 1  
TO  
LOAN AND SECURITY AGREEMENT**

This Amendment No. 1 to Loan and Security Agreement (“*Amendment No. 1*”) is made effective as of July 16, 2024 (the “*Amendment Date*”) by and among Siena Lending Group LLC (“*Lender*”), Grove Collaborative Holdings, Inc., a Delaware public benefit corporation (“*Holdings*”), and Grove Collaborative, Inc., a Delaware public benefit corporation (“*Grove*” and, together with Holdings, each a “*Borrower*” and together, “*Borrowers*”).

**Recitals**

WHEREAS, on March 10, 2023, Borrowers and Lender entered into that certain Loan and Security Agreement, which together with all exhibits, schedules, documents and agreements attached thereto, is referred to herein as the “*Loan Agreement*”; and

WHEREAS, Borrowers and Lender desire to modify and amend certain of the terms and conditions of the Loan Agreement as set forth in this Amendment No. 1.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and without limiting or amending any other provisions of the Loan Agreement, the parties hereby agree to modify the Loan Agreement and to perform such other covenants and conditions as follows:

**I. Amendments to Loan Agreement.**

(a) **Section 4.8** of the Loan Agreement is hereby amended to read in its entirety as follows:

“**4.8 Appraisals.** Each Loan Party will permit Lender and each of its representatives or agents to conduct appraisals and valuations of the Collateral at such times and intervals as Lender may designate. Such appraisals and valuations shall be at Borrowers’ expense; provided, (a) so long as (i) no Event of Default shall be in existence, (ii) no Cash Dominion Event shall have occurred and (iii) Liquidity is greater than \$30,000,000, Borrowers shall only be required to reimburse Lender for up to one (1) appraisal and valuation in any Fiscal Year, (b) so long as (i) no Event of Default shall be in existence, (ii) a Cash Dominion Event shall have occurred, and (iii) Liquidity is greater than \$30,000,000, Borrowers shall only be required to reimburse Lender for up to two (2) appraisals and valuations in any Fiscal Year, (c) so long as (i) no Event of Default shall be in existence, (ii) a Cash Dominion Event shall have occurred and (iii) Liquidity is less than or equal to \$30,000,000, Borrowers shall only be required to reimburse Lender for up to three (3) appraisals and valuations in any Fiscal Years, and (d) during the existence of an Event of Default, Borrowers shall be required to reimburse Lender for all appraisals and valuations that are conducted.”

(b) **Schedule A** of the Loan Agreement is hereby amended to revise Section 1(f) to read in its entirety as follows:

“(f) Availability Block (i) If Borrowers’ Liquidity is less than \$23,750,000, then \$3,500,000 and (ii) otherwise, \$0.”

(c) **Schedule B** of the Loan Agreement is hereby amended to revise the definitions of “*Cash Dominion Event*” and “*Fee Letter*” to read in their entirety as follows:

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““*Cash Dominion Event*” means the occurrence of any of the following: (a) the outstanding principal balance of all Revolving Loans exceeds \$20,000,000, (b) Borrowers’ Liquidity is less than \$30,000,000, or (c) an Event of Default has occurred and is continuing.”

““*Fee Letter*” means that certain Amended and Restated Fee Letter, dated as of July 16, 2024, between Borrowers and Lender.”

## II. Liquidity Increase Trigger Event

Each Borrower hereby acknowledges and agrees that, as of the date hereof, a Liquidity Increase Trigger Event has occurred.

## III. Conditions Precedent to the Effectiveness to Amendment No. 1.

The effectiveness of this Amendment No. 1 is subject to the fulfillment of each and every of the following conditions precedent in form and substance satisfactory to the Lender in its sole discretion:

- (a) This Amendment No. 1 shall have been duly executed and delivered by Borrowers.
- (b) The Borrowers and the Lender shall have duly executed and delivered (i) an amended and restated fee letter and (ii) a side letter agreement.
- (c) Lender shall have received a duly executed copy of that certain Amendment No. 2 to Loan and Security Agreement dated as of the date hereof by and between Term Debt Agent, Term Debt Lenders, and Borrowers.
- (d) Borrowers shall have prepaid the Term Debt Permitted Indebtedness by an aggregate amount of \$42,000,000.
- (e) Borrowers shall pay all reasonable and documented out-of-pocket expenses of Lender for the preparation and negotiation of this Amendment No. 1 (including without limitation all reasonable attorneys’ fees) in the amount of \$13,500.
- (f) Borrowers shall have paid to Lender all fees due on the date hereof.

## IV. Additional and Terms and Conditions.

- (a) **Representations and Warranties of Borrowers.** Borrowers represent, warrant and covenant to Lender as of the date hereof as follows:
    - (i) This Amendment No. 1 has been duly executed and delivered by the Borrowers and each applicable Loan Party and constitutes legal, valid and binding obligations of the applicable Loan Party, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors’ rights or by general principal of equity.
    - (ii) The execution, delivery and performance by Borrowers of this Amendment No. 1 and any other agreements or instruments required hereunder (x) have been duly authorized, and are not in conflict with nor constitute a breach of any provision of the Borrowers’ organizational documents and (y) do not (1) require any authorization, consent or approval by any Governmental Authority, in each case other than has already been obtained or given will have been obtained or given prior to the time when required, (2) conflict with or result in a breach of any law or regulation, order, writ, injunction or decree of any court or Governmental Authority, except where such conflict or resulting breach would not reasonably be expected to cause a Material Adverse Effect, or (3) require the approval, authorization or consent of any
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trustee or holder of any indebtedness or obligation of Borrowers or of any other Person under any material agreement, contract, lease or license or similar document or instrument to which any Loan Party is a party or by which any Loan Party is bound.

- (iii) The representations and warranties contained in the Loan Agreement and each other Loan Document are true and correct in all material respects (without duplication of materiality qualifiers therein) (or to the extent any representations or warranties are expressly made solely as of an earlier date, such representations and warranties are true and correct in all material respects (without duplication of materiality qualifiers therein) as of such earlier date).
- (iv) No event has occurred and is continuing that constitutes a Default or an Event of Default.

(b) **No Waiver.** No course of dealing on the part of Lender or any employees, officers or directors of Lender, nor any failure or delay in the exercise of any right by Lender, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Any failure of Lender at any time to require strict performance by Borrowers of any provision shall not affect any right of Lender thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Lender.

#### **V. Integration Clause.**

The Loan Agreement, as amended by this Amendment No. 1, and each of the other Loan Documents taken together constitute and contain the entire agreement among Borrowers and Lender and supersede any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter hereof. **NONE OF THE LOAN AGREEMENT OR THIS AMENDMENT NO. 1 MAY BE MODIFIED EXCEPT BY A WRITING SIGNED BY THE LENDER AND BORROWERS IN ACCORDANCE WITH THE LOAN AGREEMENT.** Each provision hereof shall be severable from every other provision when determining its legal enforceability under this Amendment No. 1 and the Loan Agreement, as amended by this Amendment No. 1, may be enforced to the maximum extent permitted under applicable law. This Amendment No. 1 shall be binding upon, and inure to the benefit of, each party's respective permitted successors and assigns. This Amendment No. 1 may be executed in counterpart originals, all of which, when taken together, shall constitute one and the same original document. In the event of any contradiction or inconsistency among the terms and conditions of this Amendment No. 1 or the Loan Agreement the terms and conditions of this Amendment No. 1 shall prevail.

#### **VI. Miscellaneous.**

Unless otherwise defined, all initially capitalized terms in this Amendment No. 1 shall be as defined in the Loan Agreement. The Loan Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment No. 1 shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lender under the Loan Agreement, as in effect prior to the date hereof. Except as amended hereby, the Loan Agreement remains unmodified and unchanged. This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Amendment No. 1 and any amendments or waivers hereto, to the extent signed and delivered by means of facsimile, photocopy, scan by e-mail delivery of a ".pdf" format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense. The terms of Sections 10.14 (Governing Law) and 10.15 (Waivers and Jurisdiction) of the Loan Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

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*[Remainder of the page intentionally left blank. Signature pages to follow.]*

**In Witness Whereof**, the parties hereto have caused this Amendment No. 1 to be executed as of the date first above written.

**BORROWERS:**

**Grove Collaborative Holdings, Inc.,**  
a Delaware public benefit corporation

By: \_\_\_  
Name:  
Title:

**Grove Collaborative, Inc.,**  
a Delaware public benefit corporation

By: \_\_\_  
Name:  
Title:

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**In Witness Whereof**, the parties hereto have caused this Amendment No. 1 to be executed as of the date first above written.

**LENDER:**

**Siena Lending Group LLC**

By:\_\_\_\_  
Name:  
Title:

By:\_\_\_\_  
Name:  
Title: