

FARMER TO PROCESSOR COMPANY CONTRACT WITH PROFIT SHARING
(CULTIVATION OF INDUSTRIAL HEMP)

1. General:

(1) Farmers of _____, individually or collectively, (the Farmers) wish to grow Industrial Hemp and Hemp-Solutions (the Company) wishes to construct an Industrial Hemp processing facility local to the Farmer's growing area, promote and buy their production and process it into industrial products. The Industrial Hemp processing facility needs a minimum of 7500 tons per year to meet the minimum requirements for its construction in the local Farmers area. This quantity of Industrial Hemp for contract purposes can be supplied by one Farmer or a collective Farmer group.

(2) This contract specifies the terms and conditions under which the Farmers will grow Industrial Hemp and the Company will promote and purchase from Farmers for later processing and sale by Company to industrial buyers.

2. The Company agrees:

(1) To measure and assess the suitability of the plot proposed by the Farmer for planting Industrial Hemp.

(2) To provide high-quality seed to the Farmer in good time for planting, in the quantity required for planting the accepted area of land. The reimbursement for the cost of the seed to Company will be at the time of the sale of the crop to Company by Farmer.

(3) If it is requested by the Farmer to supply on cash payment (or on credit once the Farmer has qualified as an established and reliable contract grower) the type and quantity of fertilizers and agro-chemicals required for the area of Industrial Hemp planted by the Farmer.

(4) To advise the Farmer on all technical aspects of growing Industrial Hemp.

(5) To buy all Industrial Hemp of acceptable quality grown by the Farmer bailed, and in the field or storage, for a price announced and agreed to at the start of each growing season at the time the Contract is signed by Farmer and Company. The typical price to be paid by Company to Farmer will range from \$250 to \$300 per ton, with the actual price depending on the quality, of bailed Industrial Hemp. The quality requirements will be as described in Schedule 1.

(6) To provide the Farmer with an option (Preferred stock of Processor) allowing Farmer to participate in profit sharing of net profits on an annual basis of Processor of 25% of net profits. The profit pool will be based on an annual total of 7500 ton of bailed Industrial Hemp per Processor facility. Farmer may supply all of 7500 ton or group with other nearby Farmers to claim the full profit pool.

(7) To allow the Farmer (Farmers Group) at any time after the delivery of the Industrial Hemp to the Processor to convert their Preferred Stock associated with that delivery into common stock of Processor corporation. Being a stockholder of Processor will allow Farmer to participate in any dividends associated with the other 75% of annual net profits of Processor if dividends are paid on the common stock. The Processor has plans to become a public company in the future.

(6) To pay the Farmer his/her sales price for bailed product as described in Part 4 below.

3. The Farmer agrees:

(1) To use the part of his/her farm that has been surveyed and approved by the Company, for the purpose of growing Industrial Hemp for the duration of this agreement.

(2) To plant the Industrial Hemp seeds supplied by the Company on this land, on the dates and following the procedures advised by the Company.

(3) To follow all technical recommendations made by the Company with regard to planting, irrigating, weeding, fertilizing, controlling pests and diseases, harvesting, drying in the field and bailing and storing the Industrial Hemp.

(4) To sell all Industrial Hemp of acceptable quality grown on the farm to the Company, for the price and following the procedure outlined in para 4 below.

(5) To become a member of Farmers' Group, if needed, to obtain 7500 bailed ton per calendar year and to contribute to the maintenance of common facilities for irrigation, harvesting, drying, bailing and storing etc. as agreed by the group.

(6) To deliver 2500 ton of bailed Industrial Hemp four months after the effectivity of this contract and every four months thereafter during the term of the contract.

4. Payment for Industrial Hemp and production inputs shall be determined as follows:

(1) The base price at which each grade of Industrial Hemp will be bought will be announced by the Company at least three months before the start of each planting season.

(2) The prices at which fertilizers and agro-chemicals will be sold will be announced at the same time but may fluctuate during the year in line with price fluctuations.

(3) Payment for Industrial Hemp delivered each four months to Company, less the cost of seeds and fertilizers and agro-chemicals taken on credit, will be made before 90 days following the first delivery and within 30 days following all subsequent deliveries.

(4) Payment of the annual profit sharing 25% of profits will be paid directly following the closing of the Processor year end financials but in no case no less than 60 days following the end of this contract annual term.

5. Penalties and Bonuses:

(1) If the Farmer delivers Industrial Hemp which does not meet the agreed quality standards, the Company will reject it. The Farmer may re-submit it after remedying the problem, but the Company is under no obligation to accept Industrial Hemp which does not meet the agreed quality standards.

(2) If the Farmer fails to follow the procedures detailed in this agreement, he/she will be warned verbally and in writing. After three written warnings the Company has the right to terminate the agreement.

(3) If the Company fails to fulfil its commitments as detailed in para 2 above, the Farmer has the right to claim compensation to the value of the services foregone or to the value of the crop lost, at rates agreed between the Company and the Farmer (Farmers' Group). This does not include any acts of nature or Force Majeure.

6. Duration of the Agreement:

(1) This agreement will last for one year from the date of effectivity of this contract. The Company will notify the Farmer at least 90 days prior to the start of each growing season as to its readiness to purchase and process the crop under the terms of this Contract at the end of the growing season.

(2) If both parties are satisfied with the outcome of the agreement, it may be renewed for an additinal year and Company will notify the Farmer, but there is no obligation on either party to renew the agreement.

7. Dispute Settlement:

(1) Any dispute arising as result of this agreement will be settled wherever possible by discussion between the Company and the Farmer (Farmers Group).

(2) Any dispute which cannot be settled by this process will be referred to an independent arbiter acceptable to all the parties involved.

8. Signature:

I have read and understood the contents of this agreement and I sign it of my own free will.

----- (Farmer)

----- (Company)

----- (Witness)

----- (Date)

1. Quality Requirements: acceptable Industrial Hemp must be:-

(1) free from pests, mold, weeds, rocks;

(2) free from mud, dust or other debris;

(3) Baled in round or square bales with a moisture content specified by Company;

(6) Containing less than .3% THC at all times in the growing harvesting, and delivery process;