

Purchase Agreement

THIS PURCHASE AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

Hemp USA of 124 NW 1ST AVE, ONTARIO, OR 97914
(the 'Seller')

OF THE FIRST PART

- AND -

(the 'Buyer')

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Purchase Agreement the parties to this Agreement agree as follows:

Sale of Goods

1. The Seller will sell, transfer and deliver to the Buyer the following goods, and perform the below services, on or before the _____ day of _____, 20____ (the 'Goods'): At least 100 pounds of hemp per month during the contractual period of 3, 6 or 12 months.

The Seller will provide the following services to the Buyer: A 3, 6, or 12 month membership plan with Hemp USA, including superior goods at a discounted rate of \$175 per pound of premium smokable flower.

Purchase Price

2. The Buyer will accept the Goods and pay for the Goods with the sum of fifty-five thousand (\$55,000.00) USD, for 3 months, one hundred seven thousand and five hundred (\$107,500.00) USD for 6 months and two hundred twelve thousand and five hundred (\$212,500.00) USD for 12 months (the "Purchase Price"), paid as follows:
 - a. non-refundable deposit of \$2,500.00 on date of contract signing; and

- b. the remainder of the Purchase Price by Paypal, Cashier's Check, Promissory Note and/ or Bank Wire as required in clause 5 of this Agreement.
3. The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the Purchase Price specified in this Agreement, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the Goods will be paid by the Buyer, or alternatively, the Buyer will provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.
4. Except as otherwise provided in this Agreement, the deposit is not refunded to the Buyer if this transaction is not completed.

Payment

5. The Purchase Price will be paid in consecutive bi-weekly installments commencing on second Monday following the signing of this contract and continuing on every following bi-weekly Monday.

Default

6. Notwithstanding anything to the contrary in this Agreement, if the Buyer defaults in the performance of any obligation under this Agreement, then the Seller may declare the entire Purchase Price owing under this Agreement at that time to be immediately due and payable.

Delivery of Goods

7. The Goods will be deemed received by the Buyer when delivered to the Buyer at address stated above. The method of shipment will be within the discretion of the Buyer. However, the Seller will only be responsible for the lesser of truck freight or rail freight to the Buyer.

Risk of Loss

8. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Seller until the Goods have been received by the Buyer. The Buyer will provide, at its expense, insurance on the Goods insuring the Seller's and the Buyer's interest as they appear, until payment in full to the Seller.

Warranties

9. The Seller warrants that (1) the Seller is the legal owner of the Goods; (2) the Goods are free from all liens and encumbrances; (3) the Seller has the right to sell the Goods; and (4) the Seller will warrant and defend the title of the Goods against any and all claims and demands of all persons.
10. The Seller warrants that the Goods will be fit for the purpose for which such goods are ordinarily intended.
11. The Seller makes no warranty, and no warranty will be deemed to exist, that the Buyer holds the Goods free of the claim of any third person that may arise from patent or trademark infringement.
12. EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS.

Title

13. Title to the Goods will remain with the Seller until delivery and actual receipt of the Goods by the Buyer or, in the alternative, the Seller delivers a document of title or registrable Bill of Sale of the Goods, bearing any necessary endorsement, to the Buyer.

Security Interest

14. The Seller retains a security interest in the Goods until paid in full.

Inspection

15. Inspection will be made by the Buyer at the time and place of delivery.

Claims

16. The Buyer's failure to give notice of any claim within 10 days from the date of delivery will constitute an unqualified acceptance of the Goods and a waiver by the Buyer of all claims with respect to the Goods.

Excuse for Delay or Failure to Perform

17. The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents

and other causes beyond the control of the Seller or its suppliers. If the Seller, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the Goods at the time specified or within one month after the date of this Agreement, then the Seller will have the right to terminate this Agreement by notice in writing to the Buyer, which notice will be accompanied by full refund of all sums paid by the Buyer pursuant to this Agreement.

Remedies

- 18. The Buyer's exclusive remedy and the Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the Purchase Price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Buyer.

Cancellation

- 19. The Seller reserves the right to cancel this Agreement:
 - a. if the Buyer fails to pay for any shipment when due;
 - b. in the event of the Buyer's insolvency or bankruptcy; or
 - c. if the Seller deems that its prospect of payment is impaired.

Notices

- 20. Any notice to be given or document to be delivered to either the Seller or Buyer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail:

SELLER: Hemp USA of 124 NW 1ST AVE, ONTARIO, OR 97914

BUYER: _____

General Provisions

- 21. Headings are inserted for the convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

22. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
23. The Buyer may not assign its right or delegate its performance under this Agreement without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or risk involved and would impair the chance of obtaining performance or payment.
24. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.
25. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, including the Oregon Uniform Commercial Code and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the State of Oregon
26. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Oregon on the date of execution of this Agreement.
27. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
28. This Agreement will inure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.
29. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
30. Time is of the essence in this Agreement.
31. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have executed this Purchase Agreement on this _____ day of _____, _____.

(Witness)

Hemp USA (Seller)

(the 'Seller')

(Witness)

(Buyer)

(the 'Buyer')