
**UNITED STATES
SECURITIES AND EXCHANGE
COMMISSION**
Washington, DC 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)

November 16, 2012

FORECLOSURE SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Texas

(State or other jurisdiction of incorporation)

333-173215

(Commission File Number)

32-0326395

(IRS Employer
Identification No.)

**2502 Live Oak Street, Suite 205,
Dallas, Texas 75204**

(Address of principal executive offices, including zip code)

(214) 620-8711

(Registrant's telephone number, including area code)

N/A

(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 (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 5.01 Changes in Control of Registrant.

On November 16, 2012, Mai Dun Limited, LLC, Mercia Holdings, LLC, General Hemp, LLC and Bamburgh Holdings, LLC (the "Buyers"), acquired a total of 5,000,000 shares of common stock of Foreclosure Solutions, Inc. (the "Company") from H.J. Cole, the Company's sole director and former sole officer ("Cole"), pursuant to the Stock Purchase Agreement by and among the Buyers, Cole and the Company (the "Cole Purchase Transaction"). Concurrently with the Cole Purchase Transaction, the Buyers acquired a total of 1,979,900 shares of common stock of the Company from other shareholders of the Company in a series of private transactions (the "Non-Affiliate Purchase Transactions"). The Buyers purchased all of the 6,979,900 shares in the Cole Purchase Transaction and the Non-Affiliate Purchase Transactions for an aggregate purchase price of \$375,000. Upon consummation of the transactions described above, the Buyers collectively acquired 99.7% of the total issued and outstanding shares of common stock of the Company. The funds used for these share purchases were cash loaned to each of the Buyers from Mr. Stuart Titus, the sole manager and member of General Hemp, LLC, pursuant to the terms of individual promissory notes entered into by Mr. Titus and the sole member of each of the Buyers.

The foregoing description of the terms of the Cole Purchase Transaction is qualified in its entirety by reference to the provisions of the Stock Purchase Agreement filed as Exhibit 10.1 to this report, which is incorporated by reference herein. The foregoing description of the terms of the Non-Affiliate Purchase Transactions is qualified in its entirety by reference to the provisions of the Stock Purchase Agreement (Non-Affiliate) filed as Exhibit 10.2 to this report, which is incorporated by reference herein, and is representative of each agreement for each of the Non-Affiliate Purchase Transactions.

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

On November 26, 2012 and pursuant to the transactions described above, H.J. Cole submitted a resignation letter pursuant to which he resigned from his position as President, Secretary and Treasurer of the Company. The resignation of Mr. Cole was not a result of any disagreements relating to the Company's operations, policies or practices.

On November 26, 2012 and pursuant to the transactions described above, by a consent to action without a meeting by unanimous consent of the board of directors of the Company (the "Board"), the Board accepted the resignation of Mr. Cole and appointed Mr. Michael Mona, Jr. as the President, Secretary and Treasurer of the Company.

Mr. Mona, 58, possesses over 25 years of experience in the field of construction and project development, holding various senior positions in these fields since 1987. Since 1994, Mr. Mona has served as the President of M&M Development, Inc. and in such role has overseen the construction and operation of various apartment projects, hotels and recreational vehicle parks throughout Las Vegas, Nevada.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Stock Purchase Agreement, dated as of November 16, 2012, by and among Mai Dun Limited, LLC, Mercia Holdings, LLC, General Hemp, LLC, Bamburgh Holdings, LLC, H.J. Cole and Foreclosure Solutions, Inc.
- 10.2 Stock Purchase Agreement (Non-Affiliate), dated as of November 12, 2012, by and among Mai Dun Limited, LLC, Mercia Holdings, LLC, General Hemp, LLC, Bamburgh Holdings, LLC, on the one hand, and Kevin Halter, on the other hand.

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.

FORECLOSURE SOLUTIONS, INC.

By: /s/ Michael Mona Jr.

Michael Mona, Jr.

President

Date: **November 29, 2012**

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of November 16, 2012 (this "Agreement"), by and among the person(s) identified on Schedule I to this Agreement as the buyers (each a "Buyer" and collectively, the "Buyers"; provided, however, that if there is only one Buyer, then references to the plural "Buyers" will be deemed references to the singular "Buyer"), the person(s) identified on Schedule I to this Agreement as the seller (each a "Seller") and FORECLOSURE SOLUTIONS, INC., a Nevada corporation (the "Company"). The Buyers, the Seller and the Company are referred to collectively herein as the "Parties".

BACKGROUND

The Seller collectively owns 5,000,000 shares (the "Shares") of the issued and outstanding Common Stock, no par value per share ("Common Stock"), of the Company. The Buyers desire to purchase the Shares from the Seller, and the Seller desires to sell the Shares to the Buyers in return for cash on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties, intending to be legally bound, hereby agree as follows.

1. Definitions. Capitalized terms used, but not otherwise defined, herein have the meanings ascribed to such terms in Appendix A hereto.

2. Purchase and Sale of Shares.

(a) Basic Transaction. On and subject to the terms and conditions of this Agreement, the Buyers will purchase from the Seller, and the Seller will sell to the Buyers, the Shares in the amounts set forth opposite their respective names on Schedule I hereto, for the consideration specified below in this Section 2.

(b) Escrow Accounts. The Buyers has deposited One Hundred Forty Thousand Dollars (\$140,000) (the "Escrow Amount") into an escrow account with William R. Barker, P.A. (the "Cash Escrow Agent") and have entered into an escrow agreement with the Cash Escrow Agent dated as of November 5, 2012 (the "Cash Escrow Agreement"), attached hereto as Exhibit A. The Seller have deposited certificates representing 5,000,000 shares of common stock of the Company and the original corporate books and records of the company (the "Escrowed Documents") into an escrow account with Procopio, Cory, Hargreaves & Savitch LLP (the "Document Escrow Agent") and have entered into an escrow agreement with the Document Escrow Agent dated as of November 5, 2012 (the "Document Escrow Agreement"), attached hereto as Exhibit B. Pursuant to the Cash Escrow Agreement, the Cash Escrow Agent will hold the Escrow Amount in trust for the benefit of the Buyers until returned to the Buyers or delivered to the Seller as herein required. Pursuant to the Document Escrow Agreement, the Document Escrow Agent will hold the Escrowed Documents in trust for the benefit of the Seller until returned to the Seller or delivered to the Buyers as herein required. The Escrow Amount will be considered 100% of the Purchase Price (as defined below) and will be delivered as set forth in the Cash Escrow Agreement and this Section 2.

(c) Purchase Price. The Buyers will pay to the Seller, in the aggregate, at the Closing, One Hundred Forty Thousand Dollars (\$140,000) (which amount constitutes the Escrow Amount), subject to adjustment as provided in Section 2(f) below, by release of the Escrow Amount to the Seller (collectively, the “Purchase Price”).

(d) The Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place by exchange of documents among the Parties by fax or electronic transmission, as appropriate, following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby on such other date as the Buyers and the Seller may mutually determine (the “Closing Date”). Once the Buyers and Seller each have made the respective deliveries called for herein, the Closing will be deemed to have occurred.

(e) Deliveries at the Closing. At the Closing, (i) the Seller will deliver to the Buyers a duly executed copy of this Agreement and the various certificates, instruments, and documents referred to in Section 7(a)(iii) and (iv) below, including the Escrowed Documents (ii) the Buyers will deliver to the Seller a duly executed copy of this Agreement, (iii) the Document Escrow Agent will deliver to the Buyers stock certificates representing all of the Shares registered in the names of the respective Buyers as specified in Schedule I or endorsed in blank or accompanied by duly executed assignment documents and including a Medallion Guarantee, and (iv) the Cash Escrow Agent will deliver to the Seller the consideration specified in Section 2 above.

(f) Adjustment for Outstanding Indebtedness. The Purchase Price will be decreased by the amount of any outstanding Indebtedness of the Company existing as of the Closing Date. If, as of the Closing Date, there exists outstanding Indebtedness, the Buyers will pay off such Indebtedness directly in accordance with a disbursement letter to be mutually agreed upon among the Buyers and the Seller. In no event will the Buyers be required to make any payments in excess of the Purchase Price payable hereunder.

3. Representations and Warranties Concerning the Transaction.

(a) Representations and Warranties of the Seller. The Seller jointly and severally represents and warrants to the Buyers that the statements contained in this Section 3(a) are correct and complete as of the date of this Agreement, except as set forth in Annex I attached hereto.

i) Authorization of Transaction. Seller has full power and authority to execute and deliver this Agreement and to perform his, her or its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms and conditions. No Seller need give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Authority in order to consummate the transactions contemplated by this Agreement.

(i i) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (A) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which any of the Seller is subject, or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which Seller is bound or to which any of Seller's assets is subject.

(i i i) Brokers' Fees. The Seller does not have any Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which any Buyers or the Company could become liable or obligated. The Seller specifically represents and warrants to the Buyers that none of the Buyers nor the Company is or will become obligated to any finder, broker or agent, by reason of any actions taken or to be taken by the Seller or the Company.

(i v) Shares. Seller is the owner of record and the beneficial owner of the number of Shares set forth opposite his name on Schedule I, free and clear of any restrictions on transfer (other than any restrictions under the Securities Act and state securities laws), Taxes, Security Interests, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands. Seller is not a party to any option, warrant, purchase right, or other contract or commitment that could require any Seller to sell, transfer, or otherwise dispose of any capital stock of the Company (other than this Agreement). Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any capital stock of the Company. The Shares were duly and validly issued and are fully-paid and non-assessable. Upon delivery of the Shares to the Buyers pursuant to this Agreement, the Buyers will acquire valid title thereto, free and clear of any Security Interests.

(b) Representations and Warranties of the Buyers. The Buyers jointly and severally represent and warrant to the Seller that the statements contained in this Section 3(b) are correct and complete as of the date of this Agreement, except as set forth in Annex II attached hereto.

(i) Authorization of Transaction. Each of the Buyers has full power and authority to execute and deliver this Agreement and to perform his or its respective obligations hereunder, and the execution, delivery and performance of this Agreement has been authorized by all requisite corporate action (if any) on the part of any corporate Buyers. This Agreement constitutes the valid and legally binding obligation of the Buyers, enforceable against each of them in accordance with its terms and conditions. The Buyers need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Authority in order to consummate the transactions contemplated by this Agreement.

(i i) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (A) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which any Buyer is subject, or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which any Buyer is a party or by which it is bound or to which any of its assets are subject.

(iii) Brokers' Fees. The Buyers have no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

(iv) Status of the Buyer. Each Buyer represents and warrants that (A) such Buyer is acquiring the Shares for his or its own account for investment and not for the account of any other person and not with a view to or for distribution, assignment or resale in connection with any distribution within the meaning of the Securities Act, (B) such Buyer agrees not to sell or otherwise transfer the Shares unless they are registered under the Securities Act and any applicable state securities laws, or an exemption or exemptions from such registration are available, (C) such Buyer represents that it has knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of acquiring the Shares, (D) such Buyer has had access to all documents, records, and books of the Company pertaining to the investment and was provided the opportunity ask questions and receive answers regarding the terms and conditions of the acquisition of the Shares and to obtain any additional information which the Company possesses or was able to acquire without unreasonable effort and expense, and such Buyer received information concerning the Company, the Seller and the Shares equivalent to that which would have been included in a registration statement prepared under the Securities Act of 1933, as amended, and (E) such Buyer has no need for the liquidity in its investment in the Company and could afford the complete loss of such investment.

(i v) Buyers not Insolvent. No Buyer is insolvent or bankrupt and no Buyer will be insolvent or bankrupt after purchasing the Shares, and Closing of the transactions herein contemplated will constitute each Buyer's acknowledgment that the Shares' value are equal to the Purchase Price.

(vi) No General Solicitation. No Buyer was solicited by any Seller or anyone else on any Seller's behalf to enter into any transaction whatever by any form of general solicitation or general advertising, as those terms are defined in Regulation D under the Securities Act.

(vii) Risk Acknowledgment. Each Buyer acknowledges that at the time of the Closing the Company will have no assets or operating business and that the Shares are speculative and involve a high degree of risk, including among many other risks that the Shares will be restricted as elsewhere described in this Agreement and will not be transferable unless first registered under the Securities Act or pursuant to an exemption from such act's registration requirements.

(viii) Restrictive Legend and Stop Order. The Shares when delivered to Buyers will not be registered under the Securities Act or applicable state laws, but will be transferred in reliance upon the exemptions from registration provided by Section 4(1) of the Securities Act and under analogous state securities laws, on the grounds that the sale of the Shares does not involve any public offering and that Seller is not thereby acting as an issuer, underwriter or dealer. The Shares are "*restricted securities*" as that term is defined in Rule 144(a) of the General Rules and Regulations under the Securities Act and must be held indefinitely, and the prior written consent of the Company will be necessary for their resale or other transfer, unless they are subsequently registered under the Act or an exemption from the Act's registration requirements is available for their resale or transfer. All certificates delivered evidencing the Shares will bear a restrictive legend that refers to the Securities Act.

4 . Representations and Warranties Concerning the Company. The Seller represents and warrants to the Buyers that the statements contained in this Section 4 are correct and complete as of the date of this Agreement, except as set forth in the disclosure schedule attached hereto, if any (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 4.

(a) SEC Reports. The Company has filed all reports, registration statements, definitive proxy statements and other documents and all amendments thereto and supplements thereof required to be filed by it with the U.S. Securities and Exchange Commission since July 29, 2011 (the "SEC Reports"), all of which have complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the rules and regulations promulgated thereunder. As of the respective dates of filing in final or definitive form (or, if amended or superseded by a subsequent filing, then on the date of such subsequent filing), none of the Company's SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading.

(b) Organization of Company. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. The Company is duly authorized to conduct business and is in good standing under the laws in every jurisdiction in which the ownership or use of property or the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. "Material Adverse Effect" means any material adverse effect on the business, operations, assets, financial condition or prospects of the Company or its Subsidiaries, if any, taken as a whole or on the transactions contemplated hereby or by the agreements or instruments to be entered into in connection herewith. The Company has full corporate power and authority and all licenses, permits, and authorizations necessary to carry on its business. The Company has no subsidiaries and does not control any entity, directly or indirectly, or have any direct or indirect equity participation in any other entity. The Seller has delivered to the Buyers true, correct and complete copies of the Articles of Incorporation and Bylaws of the Company, as amended through the date hereof.

(c) Capitalization; No Restrictive Agreements.

(i) The Company's authorized capital stock, as of the date of this Agreement, consists of 190,000,000 shares of Common Stock, \$0.0001 par value per share, of which 7,000,000 shares are issued and outstanding.

(i i) The Company has not reserved any shares of its Common Stock for issuance upon the exercise of options, warrants or any other securities that are exercisable or exchangeable for, or convertible into, Common Stock. All of the issued and outstanding shares of Common Stock are validly issued, fully paid and non-assessable and have been issued in compliance with applicable laws, including, without limitation, applicable federal and state securities laws. There are no outstanding options, warrants or other rights of any kind to acquire any additional shares of capital stock of the Company or securities exercisable or exchangeable for, or convertible into, capital stock of the Company, nor is the Company committed to issue any such option, warrant, right or security. There are no agreements relating to the voting, purchase or sale of capital stock (i) between or among the Company and any of its stockholders, (ii) between or among the Seller and any third party, or (iii) to the best knowledge of the Seller between or among any of the Company's stockholders. The Company is not a party to any agreement granting any stockholder of the Company the right to cause the Company to register shares of the capital stock of the Company held by such stockholder under the Securities Act.

(d) Financial Statements. The Seller has provided the Buyers with audited balance sheets and statements of operations, changes in stockholders; deficit and cash flows for the years ended December 31, 2010 and 2011 (collectively, the "Financial Statements"). The Financial Statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis, fairly present the financial condition, results of operations and cash flows of the Company as of the respective dates thereof and for the periods referred to therein and are consistent with the books and records of the Company. The Company does not have any Liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any Liability for Taxes, except for Liabilities expressly specified in the Financial Statements (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law).

(e) Absence of Certain Changes. Since December 31, 2011, there has not been any event or condition of any character which has materially adversely affected, or may be expected to materially adversely affect, the Company's business or prospects, including, but not limited to any material adverse change in the condition, assets, Liabilities (existing or contingent) or business of the Company from that shown in the Financial Statements.

(f) Legal Proceedings. As of the date of this Agreement, there is no legal, administrative, investigatory, regulatory or similar action, suit, claim or proceeding which is pending or, to the Seller's knowledge, threatened against the Company which, if determined adversely to the Company, could have, individually or in the aggregate, a Material Adverse Effect.

(g) Legal Compliance. The Company has complied in all material respects with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of all Governmental Authorities, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against the Company alleging any failure so to comply. To the Seller's knowledge, neither the Company, nor any officer, director, employee, consultant or agent of the Company has made, directly or indirectly, any payment or promise to pay, or gift or promise to give or authorized such a promise or gift, of any money or anything of value, directly or indirectly, to any governmental official, customer or supplier for the purpose of influencing any official act or decision of such official, customer or supplier or inducing him, her or it to use his, her or its influence to affect any act or decision of a Governmental Authority or customer, under circumstances which could subject the Company or any officers, directors, employees or consultants of the Company to administrative or criminal penalties or sanctions.

(h) Tax Matters.

(i) The Company has filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all material respects. All Taxes owed by the Company have been paid. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Security Interests on any of the assets of the Company that arose in connection with any failure (or alleged failure) to pay any Tax.

(i i) The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(iii) The Seller does not expect any authority to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute or claim concerning any Liability with respect to any Taxes (a "Tax Liability") of the Company either (A) claimed or raised by any authority in writing or (B) as to which the Seller has Knowledge based upon personal contact with any agent of such authority. No tax returns of the Company have ever been audited or are currently the subject of an audit. The Seller has delivered to the Buyers correct and complete copies of all federal and state income and other material Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Company since inception.

(i) Liabilities of the Company. As of the date hereof, the Company has total Liabilities of \$0.00. In no event will any Liability of the Company existing prior to or at the time of the Closing become the Liability of the Buyers or remain the Liability of the Company following the Closing.

(j) Market Maker. The Company has at least one market maker for its Common Stock and such Market Maker has obtained all permits and made all filings necessary in order for such market maker to continue as a market maker in the Company's Common Stock.

(k) Shell Company. The Company is not now and has never been a Shell Company as defined in Rule 12(b)(2) promulgated under the Exchange Act.

(1) Disclosure. No representation or warranty by the Seller contained in this Agreement, and no statement contained in the any document, certificate or other instrument delivered or to be delivered by or on behalf of the Seller pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omit or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading.

5. [reserved].

6. Post-Closing Covenants. The Parties agree as follows with respect to the period following the Closing.

(a) General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 8 below). The Seller acknowledges and agrees that from and after the Closing the Buyers will be entitled to possession of all documents, books, records (including Tax records), agreements, and financial data of any sort relating to the Company.

(b) Litigation Support. In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Company, the other Party will cooperate with him or it and his or its counsel in the contest or defense, make available their personnel, and provide such testimony and access to their books and records as will be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 8 below).

(c) Transition. The Seller will not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of the Company from maintaining the same business relationships with the Company after the Closing as it maintained with the Company prior to the Closing.

(d) Name Change. It is understand, acknowledged and agreed that promptly after the Closing, the Company will change its corporate name to "General Hemp, Inc.", and the parties will cooperate and facilitate such name change as well as cooperate and take all action necessary to change the Company's ticker symbol in accordance with the Company's name.

7. Conditions to Obligation to Close.

(a) Conditions to Obligation of the Buyers. The obligation of the Buyers to consummate the transactions to be performed by them in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 3(a) and Section 4 above will be true and correct in all material respects;

(ii) the Seller will have performed and complied with all of the covenants hereunder in all material respects through the Closing;

(iii) the Buyers will have received the resignations, effective immediately, of each officer of the Company and the designees specified by the Buyers will have been appointed as officers of the Company;

(iv) will have delivered evidence reasonably satisfactory to Buyers of the Company's corporate organization and proceedings and its existence in each jurisdiction in which it is incorporated or qualified to do business, including the Escrowed Documents; and

(v) all actions to be taken by the Seller in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to the Buyers.

The Buyers may waive any condition specified in this Section 7(a) at or prior to the Closing, and its delivery to Seller of the things required in Section 2(e) will constitute Buyers' declaration that all conditions precedent to its obligation to close have been satisfied.

(b) Conditions to Obligation of the Seller. The obligation of the Seller to consummate the transactions to be performed by them in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 3(b) above will be true and correct in all material respects at and as of the Closing Date;

(ii) the Buyers will have performed and complied with all of its covenants hereunder in all material respects through the Closing; and

(iii) all actions to be taken by the Buyers in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to the Seller.

The Seller may waive any condition specified in this Section 7(b) at or prior to the Closing and their delivery to Buyers of the things required in Section 2(e) will constitute Seller's declaration that all conditions precedent to its obligation to close have been satisfied.

8. Remedies for Breaches of this Agreement.

(a) Survival of Representations and Warranties. All of the representations and warranties of the Parties will survive the Closing hereunder (even if a Party knew or had reason to know of any misrepresentation or breach of warranty by another Party at the time of Closing) and continue in full force and effect for a period of three years thereafter; provided, however, that the representations and warranties contained in Sections 3(a), 3(b) and 4(c), (h) and (i) will survive the Closing hereunder (even if a Party knew or had reason to know of any misrepresentation or breach of warranty by another Party at the time of Closing) and continue in full force and effect for a period equal to the applicable statute of limitations.

(b) Indemnification Provisions for Benefit of the Buyer.

(i) In the event of a breach or inaccuracy of (or in the event any third party alleges facts that, if true, would mean the Seller have breached) any of Seller's representations, warranties, and covenants contained herein, and, if there is an applicable survival period pursuant to Section 8(a) above, provided that the Buyers make a written claim for indemnification against the Seller pursuant to Section 10(h) below within such survival period, then the Sellers will indemnify the Buyers from and against the entirety of any Adverse Consequences the Buyers may suffer through and after the date of the claim for indemnification (including any Adverse Consequences the Buyers may suffer after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach (or the alleged breach).

(ii) The Seller will indemnify the Buyers from and against the entirety of any Adverse Consequences the Buyers may suffer resulting from, arising out of, relating to, in the nature of, or caused by any Liability of the Company (whether or not accrued or otherwise disclosed) (x) for any Taxes of the Company with respect to any Tax year or portion thereof ending on or before the Closing Date ((or for any Tax year beginning before and ending after the Closing Date to the extent allocable (determined in a manner consistent with Section 9) to the portion of such period beginning before and ending on the Closing Date)) and (y) for the unpaid Taxes of any Person (other than the Company) under Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

(iii) The Seller will indemnify the Buyers from and against the entirety of any Liabilities arising out of the ownership of the Shares or operation of the Company prior to the Closing.

(iv) The Seller will indemnify the Buyers from and against the entirety of any Adverse Consequences the Buyers may suffer resulting from, arising out of, relating to, in the nature of, or caused by any Indebtedness of the Company existing as of the Closing Date.

(c) Indemnification Provisions for Benefit of the Seller. In the event the Buyers breach (or in the event any third party alleges facts that, if true, would mean the Buyers has breached) any of their representations, warranties, and covenants contained herein, and, if there is an applicable survival period pursuant to Section 8(a) above, provided that the Seller make a written claim for indemnification against the Buyers pursuant to Section 10(h) below within such survival period, then the Buyers will, jointly and severally, indemnify the Seller from and against the entirety of any Adverse Consequences the Seller may suffer through and after the date of the claim for indemnification (including any Adverse Consequences the Seller may suffer after the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by the breach (or the alleged breach).

(d) Matters Involving Third Parties.

(i) If any third party will notify any Party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this Section 8, then the Indemnified Party will promptly notify each Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party will relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

(ii) Any Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as (A) the Indemnifying Party notifies the Indemnified Party in writing within 10 days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, (B) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (C) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, (D) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party, and (E) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently.

(ii) So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with Section 8(d)(ii) above, (A) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably), and (C) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably).

(iv) In the event any of the conditions in Section 8(d)(ii) above is or becomes unsatisfied, however, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any Indemnifying Party in connection therewith), (B) the Indemnifying Parties will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third Party Claim (including attorneys' fees and expenses), and (C) the Indemnifying Parties will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 8.

(e) Other Indemnification Provisions. Each Seller hereby agrees that he will not make any claim for indemnification against the Company by reason of the fact that he was a director, officer, employee, or agent of the Company or was serving at the request of the Company as a partner, trustee, director, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement, or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by the Buyers against such Seller (whether such action, suit, proceeding, complaint, claim, or demand is pursuant to this Agreement, applicable law, or otherwise).

9. Tax Matters.

(a) The following provisions will govern the allocation of responsibility as between the Buyers and the Seller for certain tax matters following the Closing Date. Seller has caused or will cause federal and applicable state tax returns to be filed for the Company covering the year ended December 31, 2011, and no taxes were owed under any such returns. Buyers will cause the Company to prepare and file all tax returns due for 2012 and subsequent years.

(b) Seller agrees to provide to Buyers copies of all tax returns in Seller's possession filed by the Company and of all books and records of the Company in Seller's possession. Seller also agrees to cooperate with Buyers and the Company to answer their questions regarding all tax returns filed by the Company while any Seller was an executive officer and director of the Company.

(c) All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement will be paid by the Seller when due, and Seller will, at their own expense, file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees, and, if required by applicable law, the Buyers will, and will cause its affiliates to, join in the execution of any such Tax Returns and other documentation.

10. [reserved].

11. Miscellaneous.

(a) Facsimile Execution and Delivery. Facsimile execution and delivery of this Agreement is legal, valid and binding execution and delivery for all purposes.

(b) Press Releases and Public Announcements. Until the Closing, no Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly-traded securities (in which case the disclosing Party will use its best efforts to advise the other Parties prior to making the disclosure).

(c) No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(d) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(e) Succession and Assignment. This Agreement will be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of the Buyers and the Seller; *provided, however,* that the Buyers may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates, and (ii) designate one or more of its Affiliates to perform its obligations hereunder, but no such assignment will operate to release Buyers or a successor from any obligation hereunder unless and only to the extent that the Seller agrees in writing.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(g) Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

(h) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder will be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at its address as specified on Schedule I hereto. Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(i) Governing Law. This Agreement will be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California.

(j) Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the same will be in writing and signed by the Buyers and the Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(k) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(l) Expenses. Each of the Parties and the Company will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. The Seller agrees that the Company has not borne nor will it bear any of the Seller's costs and expenses (including any legal fees and expenses) in connection with this Agreement or any of the transactions contemplated hereby.

(m) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state or local statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "*including*" means including without limitation. The Parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached will not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant. Nothing in the Disclosure Schedule will be deemed adequate to disclose an exception to a representation or warranty made herein, however, unless the Disclosure Schedule identifies the exception with particularity and describes the relevant facts in detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item will not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself).

(n) Incorporation of Exhibits, Annexes, and Schedules. The Exhibits, Annexes, and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(o) Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 10(p) below), in addition to any other remedy to which they may be entitled, at law or in equity.

(p) Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal court sitting in California, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 10(h) above. Nothing in this Section 10(p), however, will affect the right of any Party to bring any action or proceeding arising out of or relating to this Agreement in any other court or to serve legal process in any other manner permitted by law or at equity. Each Party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

By: /s/ H.J. Cole
H.J. COLE

COMPANY:

FORECLOSURE SOLUTIONS, INC.

By: /s/ H. J. Cole
Name (print): H.J. Cole

Title: President

BUYERS:

MERCIA HOLDINGS, LLC

By: /s/ Bart Mackay

Name: Bart Mackay

Its: Manager

MAI DUN LIMITED, LLC

By: /s/ Bart Mackay

Name: Bart Mackay

Its: Manager

GENERAL HEMP, INC.

By: /s/ Stuart W. Titus

Name: Stuart Titus

Its: President

BAMBURGH HOLDINGS LLC

By: /s/ Nicholas R. Filardo

Name: Nicholas Filardo

Its: Manager

APPENDIX A

DEFINITIONS

As used herein, the following terms have the respective meanings set forth below:

“Adverse Consequences” means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, Taxes, liens, losses, lost value, expenses, and fees, including court costs and attorneys' fees and expenses.

“Affiliate” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

“Buyer” has the meaning set forth in the preface above.

“Closing” has the meaning set forth in Section 2(d) above.

“Closing Date” has the meaning set forth in Section 2(d) above.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” means Foreclosure Solutions, Inc. and its subsidiaries, if any.

“Disclosure Schedule” has the meaning set forth in Section 4 above.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Financial Statements” has the meaning set forth in Section 4(d) above.

“GAAP” means United States generally accepted accounting principles as in effect from time to time.

“Governmental Authority” means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any court of the United States of America or any political subdivision thereof, or of any other country.

“Indebtedness” of any Person means, in each case whether or not accrued on the books of such Person, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, (b) all obligations of such Person upon which interest charges are customarily paid or which are evidenced by notes, bonds, debentures, credit agreements or similar agreements or investments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (d) all obligations of such Person under capitalized leases, (e) all obligations of such Person in respect of acceptances, letters of credit or letters of guaranty issued or created for the account of such Person, and (f) all liabilities secured by any Security Interest on any property owned by such Person, whether or not such Person has assumed or otherwise become liable for the payment thereof.

“Indemnified Party” has the meaning set forth in Section 8(d)(i) above.

“Indemnifying Party” has the meaning set forth in Section 8(d)(i) above.

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“Parties” has the meaning set forth in the preface above.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

“Purchase Price” has the meaning set forth in Section 2(b) above.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Interest” means any adverse claim, mortgage, pledge, lien, encumbrance, option, restriction on transfer, easement, right of way, matter of survey, charge, or other security interest.

“Seller” has the meaning set forth in the preface above.

“Shares” has the meaning set forth in the recitals above.

“Subsidiary” means any corporation with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

“Tax” means any federal, state or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Tax Liability” has the meaning set forth in Section 4(h)(iii) above.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Third Party Claim” has the meaning set forth in Section 8(d)(i) above.

SCHEDULE I

PURCHASE AND SALE OF SHARES

SELLER:

| FORECLOSURE SOLUTIONS, INC. | | | |
|------------------------------------|----------------------|-----------------------|------------------------|
| Restricted | No. of Shares | Purchase Price | price per share |
| H.J. COLE | 5,000,000 | \$140,000 | \$ 0.02800 |
| TOTAL (restricted): | 5,000,000 | \$140,000 | |

BUYERS:

| FORECLOSURE SOLUTIONS, INC. | | | |
|------------------------------------|----------------------|-----------------------|------------------------|
| Restricted | No. of Shares | Purchase Price | price per share |
| Mercia Holdings, LLC | 2,050,000 | \$57,400 | \$ 0.02800 |
| Mai Dun Limited LLC | 2,050,000 | \$57,400 | \$ 0.02800 |
| General Hemp, LLC | 450,000 | \$12,600 | \$ 0.02800 |
| Bamburgh Holdings LLC | 450,000 | \$12,600 | \$ 0.02800 |
| TOTAL (restricted): | 5,000,000 | \$140,000 | |

**STOCK PURCHASE AGREEMENT
(NON-AFFILIATE)**

THIS AGREEMENT made the 12th day of November, 2012 between:

Certain Shareholders of FORECLOSURE SOLUTIONS, INC. as listed in Exhibit "A" hereto (collectively referred to as "Seller").

and

The purchasers listed on Exhibit "B" hereto, each of which is referred to herein as a "Purchaser" and collectively as the "Purchasers"

WHEREAS:

- A. The Seller is the owner of 322,900 shares of common stock, par value \$0.0001 per share (the "Common Stock"), of FORECLOSURE SOLUTIONS, INC. , a Nevada corporation (the "Company"); and
- B. The Seller proposes to sell to the Purchaser an aggregate of 322,900 shares of Common Stock of the Company (the "Purchased Shares") on the terms set forth herein.

IN CONSIDERATION of the premises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale

- 1.1. Seller agrees to sell, and Buyer agrees to purchase from Seller, 322,900 shares of common stock at the total purchase price of **\$38,326**. Payment shall be in U.S. Dollars, in the form of cash or bank wire as follows. An amount of **\$38,326** in good funds delivered and cleared to Seller's account via escrow agent WILLIAM R. BARKER, PA ("Escrow Agent") (account information as provided by separate communiqué').
- 1.2. Upon receipt of payment at closing, Seller agrees to deliver to Buyer, share certificates representing the Purchased Shares of stock, duly endorsed for transfer.
- 1.3. The Closing contemplated hereby will occur on or before the 7th day of November, 2012.

2. Representations and Warranties of the Seller

The Seller represents and warrants to the Purchaser that:

- (a) immediately prior to and at the Closing, the Seller shall be the legal and beneficial owner of the Purchased Shares and on the Closing Date, the Seller shall transfer to the Purchaser the Purchased Shares free and clear of all liens, restrictions, covenants or adverse claims of any kind or character;
 - (b) the Seller has the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by the Seller hereunder and to consummate the transactions contemplated hereby;
-

3. Representations And Warranties Of The Purchaser

The Purchaser represents and warrants to the Seller that the Purchaser:

- (a) The undersigned Buyer is acquiring the Stock solely for investment for his or her own account and not with a view to, or for, resale in connection with any distribution within the meaning of any federal securities act, state securities act or any other applicable federal or state laws;
 - (b) The undersigned Buyer understands the speculative nature and risks of investments associated with the Stock, and confirms that the Stock would be suitable and consistent with his or her investment program; that his or her financial position enables him or her to bear the risks of this investment; and, that there is no public market for the stock subscribed for herein;
 - (c) The Stock subscribed for herein may not be transferred, encumbered, sold, hypothecated, or otherwise disposed of, if such disposition will violate any federal and/or state securities acts. Disposition shall include, but is not limited to acts of selling, assigning, transferring, pledging, encumbering, hypothecating, giving, and any form of conveying, whether voluntary or not;
 - (d) To the extent that any federal, and/or state securities laws shall require, the Buyer hereby agrees that the Stock acquired pursuant to this Agreement shall be without preference as to assets;
 - (e) The Buyer is aware that the Company is under no obligation to register or seek an exemption under any federal securities act, state securities act, or any foreign securities act for the Stock of the Company or to cause or permit such Stock to be transferred in the absence of any such registration or exemption;
 - (f) The Buyer has adequate means of providing for his current needs and personal contingencies and has no need to sell the shares in the foreseeable future (that is at the time of the investment, Buyer can afford to hold the investment for an indefinite period of time);
 - (g) The Buyer has sufficient knowledge and experience in financial matters to evaluate the merits and risks of this investment and further, the Buyer is capable of reading and interpreting financial statements; and
 - (h) The Buyer is not a member of, or an associate or affiliate of a member of FINRA.
 - (i) Buyer, and his agents, attorneys and advisors, have conducted their own due diligence on the Company, its past history, and its current state. They have inspected SEC filings, the corporate minutes, and the charter documents. Buyer is buying the shares "as is", with no representations made by the Seller as to the affairs or viability of the company, or as to assets, liabilities, or outstanding securities of the Company, and Buyer, on behalf of him selves and his successors in interest, (if any), hereby acknowledges and agrees by his execution of this Agreement that Seller is making no representations in this regard.
-

4. Miscellaneous

4.1 The parties hereto acknowledge that they have obtained independent legal advice with respect to this Agreement and acknowledge that they fully understand the provisions of this Agreement.

4.2 This Agreement will be governed by and construed in accordance with the laws of the State of TEXAS. The parties hereby attorn to the jurisdiction of the courts DALLAS County, TEXAS with respect to any legal proceedings arising from this Agreement.

4.3 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

4.4 Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

Each of the parties hereto has executed this Agreement to be effective as of the day and year first above written.

SELLER:

/s/ Kevin Halter Jr. _____

As attorney-in-fact to those Shareholders
listed in attached Exhibit "A"

EXHIBIT "A"

| SHAREHOLDER NAME | NUMBER OF SHARES DELIVERED |
|-------------------------|-----------------------------------|
| KEVIN HALTER, JR. | 280,000 |
| KEVIN B HALTER JR | 42,900 |
| TOTAL | 322,900 |

EXHIBIT "B"

| Name of Purchaser | Number of Common Shares of the Purchaser | Signature of Purchaser |
|--------------------------|---|-------------------------------|
| Mercia Holdings, LLC | 132,389 | /s/ Bart Mackay |
| Mai Dun Limited, LLC | 132,389 | /s/ Bart Mackay |
| General Hemp, LLC | 29,061 | /s/ Stuart Titus |
| Bamburgh Holdings LLC | 29,061 | /s/ Nicholas Filardo |