



CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

Name of Recipient: _____ Copy # _____

Hemp-Solutions, Inc (A Wyoming Corporation)

TWO HUNDRED (200) UNITS AT \$50,000.00 PER UNIT

Each Unit consists of 25,000 Common Shares (par \$0.0001) at \$2.00 Per Share Plus a Warrant to Purchase 25,000 shares at \$4.00 per share and a second Warrant to Purchase 25,000 shares at \$6.00 per share for a Total Price of \$10,000,000 offered by Company Officers and Directors or a Placement Agent on a "Best Efforts" basis Only.

The Warrants will expire 24 months following the purchase of the Unit. The \$4.00 Warrants are redeemable by the Company if the Company's Common Stock is trading at the \$4.00 price for 20 days and the \$4.00 Warrant is not exercised by the Investor, the Company may redeem the Warrant at \$0.05. If the Common Stock is trading at \$6.00 per share for 20 days and the \$6.00 Warrant is not exercised by the Investor, the Company may redeem the Warrant at \$0.05

There is no minimum number of Units required to be sold by this Offering. Proceeds from the sale of the Units will be immediately released to the Company. A Minimum Subscription is not required. See, "SUMMARY", "DESCRIPTION OF SECURITIES" and "PLAN OF THE OFFERING".

THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH NOR APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION") OR ANY STATE SECURITIES REGULATORY AUTHORITY, NOR HAS THE COMMISSION OR ANY SUCH AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. AN INVESTMENT IN THE COMPANY INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE REGARDED AS SPECULATIVE (SEE "RISK FACTORS") AND, THEREFORE, SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD TO LOSE ALL OF THEIR INVESTMENT. EXCEPT WHERE OTHERWISE PROVIDED BY APPLICABLE LAW, SUBSCRIBERS WILL NOT BE ENTITLED TO CANCEL THEIR SUBSCRIPTIONS ONCE ACCEPTED BY THE COMPANY, IRRESPECTIVE OF THE TOTAL NUMBER OF UNITS SOLD IN THIS OFFERING. SEE "RISK FACTORS" AND "BUSINESS OF THE COMPANY".

	Number of Share(s) Offered Per Unit ⁽¹⁾	Offering Price	Selling Commissions ^{(2) (3)}	Proceeds to Company ⁽⁴⁾
Minimum purchase of Unit(s) (One Unit)	25,000	\$50,000.00 per unit (\$2.00) per common share	12%	\$44,000
Total Maximum (200 Units)	5,000,000 shares	\$10,000,000	12%	\$8,800,000

- (1) The Company is offering a maximum of 200 Units of the Share(s) and warrants at the Unit price indicated.
- (2) Hemp-Solutions has also have agreed to indemnify the Placement Agent against certain civil liabilities, including liabilities under securities Law.
- (3) The Company has agreed to offer the Units and on a "best efforts" basis. The offering will be terminated if the maximum number of shares is not subscribed for by 12 Months from Offering Date, unless sooner terminated or extended by the Company. The minimum investment is One Unit, subject to the Company's right to accept a lesser amount.
- (4) Before deduction offering expenses payable by the Company, estimated to be approximately 3% of Total Offering, and the non-accountable expense allowance payable to the Placement Agent of up to 12% of Total Offering.



Since this Offering is made on a “best efforts” basis only, there can be no assurance how many, if any, Units will be sold and, consequently, there can be no assurance that the Company will receive adequate proceeds to result in any significant benefit to the Company. See, “**USE OF PROCEEDS**”, “**RISK FACTORS**”, “**SUMMARY OF THE OFFERING**” and “**DESCRIPTION OF SECURITIES**”.

This Offering is being made pursuant to the exemption from the registration provisions of the Securities Act of 1933, as amended (the "Act"), afforded by Rule 506(b) Section 4(a)(2) of Regulation D promulgated thereunder. There is no trading market for the Company’s securities offered herein and there can be no assurance that the Company will register the Common Shares following this Offering although, that is the future intent.

HEMP-SOLUTIONS, Inc.

**774 Mays Blvd unit 10-536
Incline Village, Nevada 89451**

DATED: May 1st 2025

The Units are being offered in the United States to US citizens by the Company, through its officers and directors, selected broker/dealers who are members of the Financial Industry Regulatory Authority ("FINRA") and others. Shares are being offered by the Company pursuant to the exemption from registration contained in Rule 506(b) promulgated under Regulation D of the Act as amended by Section 201(a) of the Jumpstart Our Business Startups Act, subject to compliance with the requirements of the Rule, and the equivalent exemption provided under state securities laws, where available, to an unlimited number of "accredited investors" (as that term is defined under the Act). The purchase price of the Units is payable in cash upon subscription. See "**PLAN OF THE OFFERING**", "**RISK FACTORS**" and "**INVESTOR SUITABILITY STANDARDS**".

This Offering consists of a total of 200 Units (the "the Offering") offered on a “best efforts” basis only. There is no minimum number of Units required to be sold. All proceeds from the sale of Units sold by March 1, 2025 (the "Termination Date"), subject to extension for up to ninety (90) business days by the Company, will be released to the Company, regardless of the total number of Units sold. All proceeds from this Offering will be disbursed to the Company’s operating account. The Company may refuse any subscription in whole or in part for any reason.

There is no public market for the Common Shares herein offered. The Common Shares herein offered have not been registered under the Act or the securities laws of any jurisdiction and are being offered in reliance upon Section 4(2) and 4(6) and Rule 506(b) of Regulation D promulgated under the Act as amended by Section 201(a) of the Jumpstart Our Business Startups Act. The Act and state securities laws will limit the right of any purchaser to sell, transfer, pledge or otherwise dispose of any such securities. In general, persons acquiring Units herein must acknowledge their understanding that they may not transfer or dispose of such Common Shares, unless such transfer is registered or an exemption from registration is available.

Table of Contents

Caption

Page

GENERAL CONDITIONS OF THE OFFERING **4**

JURISDICTIONAL LEGENDS **5**

CONFIDENTIALITY **5**

<u>INDEPENDENT EVALUATION</u>	<u>5</u>
<u>SUMMARY OF THE OFFERING</u>	<u>6</u>
<u>FINANCIAL INFORMATION and PROJECTIONS</u>	<u>8</u>
<u>INVESTOR SUITABILITY STANDARDS</u>	<u>9</u>
<u>HOW TO INVEST</u>	<u>10</u>
<u>TAX ASPECTS</u>	<u>12</u>
RISK	
<u>FACTOR</u>	<u>12</u>
<u>USE OF PROCEEDS</u>	<u>19</u>
<u>BUSINESS OF THE COMPANY</u>	<u>19</u>
<u>MANAGEMENT</u>	<u>21</u>
<u>PRINCIPAL SHAREHOLDERS</u>	<u>23</u>
<u>PLAN OF DISTRIBUTION</u>	<u>23</u>
<u>EXEMPTED OFFERING</u>	<u>24</u>
<u>PLAN OF THE OFFERING</u>	<u>25</u>
<u>DESCRIPTION OF SECURITIES</u>	<u>26</u>
<u>LITIGATION AND ADDITIONAL INFORMATION</u>	<u>27</u>
<u>FORWARD LOOKING STATEMENTS</u>	<u>27</u>
<u>INSTRUCTIONS FOR COMPLETION OF SUBSCRIPTION AGREEMENT</u>	
<u>TO PURCHASE UNITS</u>	<u>28</u>
EXHIBITS:	
1. Form of Subscription Agreement	
2. Form of Investor Questionnaire	
3. Warrants	
4. Form of Notice to Exercise Warrant	
5. The Hemp Train	
6. The Facility	



GENERAL CONDITIONS OF THE OFFERING

THE INFORMATION IN THIS MEMORANDUM IS SOLELY FOR USE BY THE RECIPIENT IN CONSIDERING THE PURCHASE OF COMMON SHARES AS AN INVESTMENT. NO PERSON IS AUTHORIZED TO DIRECTLY OR INDIRECTLY COPY OR GIVE THIS MEMORANDUM TO ANY OTHER PERSON.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANY PERSON IN ANY STATE OR IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. IN ADDITION, THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF A NAME, COPY NUMBER AND DATE APPEAR IN THE APPROPRIATE SPACES PROVIDED ON THE COVER PAGE HEREOF, AND THE COMPANY HAS REGISTERED THE NAME, COPY NUMBER AND DATE IN ITS LIST OF RECIPIENTS AND THEN THIS MEMORANDUM SHALL CONSTITUTE AN OFFER ONLY TO THE PERSON SO NAMED.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ACT IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF PROVIDED BY SECTION 4(2) THEREOF AND THE PROVISIONS OF REGULATION D PROMULGATED THEREUNDER, AND RULE 506 IN PARTICULAR AS AMENDED BY SECTION 201(a) OF THE JUMPSTART OUR BUSINESS STARTUPS ACT, AS STATED ABOVE. THE EXISTENCE OF THE EXEMPTION DEPENDS UPON CERTAIN FACTS INCLUDING, AMONG OTHER MATTERS: (i) THIS MEMORANDUM SHALL BE TREATED AS CONFIDENTIAL BY THE PERSON TO WHOM IT WAS DELIVERED. ANY DISTRIBUTION OF THIS MEMORANDUM, OR ANY PART HEREOF, OR DIVULGENCE OF ITS CONTENTS, IS UNAUTHORIZED; AND (ii) THAT POTENTIAL INVESTORS ARE PROVIDED WITH, OR GIVEN ACCESS TO, ADEQUATE INFORMATION ABOUT THE COMPANY AND THE INVESTMENT CONTEMPLATED HEREBY.

NO PERSONS OTHER THAN THE COMPANY AND ITS AGENTS AND EMPLOYEES ARE AUTHORIZED TO MAKE REPRESENTATIONS OR TO GIVE ANY INFORMATION ABOUT THE UNITS EXCEPT FOR THE INFORMATION CONTAINED IN THIS MEMORANDUM AND ATTACHED DOCUMENTS.

THE SECURITIES PURCHASED IN THIS OFFERING MAY NOT BE FURTHER TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE AS DISCUSSED HEREIN.

AS OF THE DATE HEREOF, THIS MEMORANDUM DOES NOT CONTAIN ANY UNTRUE STATEMENT OR OMISSION OF MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE NOT MISLEADING, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE. IT CONTAINS A FAIR SUMMARY OF MATERIAL TERMS OF DOCUMENTS STATED TO BE SUMMARIZED.

THE OFFERING PRICE FOR THE UNITS HAS BEEN ARBITRARILY DETERMINED BY THE COMPANY AND SUCH PRICE SHOULD NOT BE CONSIDERED TO BE INDICATIONS OF OUR ACTUAL VALUE OF THE UNDERLYING SHARES. THE COMPANY BELIEVES PURCHASERS OF SUCH SPECULATIVE ISSUES WOULD BE WILLING TO PAY AND BEARS NO RELATIONSHIP WHATSOEVER TO ASSETS, EARNINGS, BOOK VALUE OR ANY ESTABLISHED CRITERIA OF VALUE.

THE UNITS ARE OFFERED SUBJECT TO PRIOR SALE AND FURTHER CONSIDERATIONS SET FORTH HEREIN. THE COMPANY RESERVES THE RIGHT TO REJECT SUBSCRIPTIONS IN ITS SOLE DISCRETION. THE COMPANY RESERVES THE RIGHT TO WITHDRAW, TERMINATE OR MODIFY THIS OFFERING AT ANY TIME AND TO ACCEPT, IN ITS SOLE DISCRETION, SUBSCRIPTIONS FOR FRACTIONAL UNITS.

THIS MEMORANDUM SHOULD NOT BE CONSIDERED LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN LEGAL COUNSEL AND TAX ADVISOR. INFORMATION SUPPLIED BY INVESTORS IN THIS REGARD WILL BE RELIED UPON BY THE COMPANY TO BE ACCURATE.

AT PRESENT, NO TRADING MARKET EXISTS FOR THE UNDERLYING SHARES OFFERED AND NO ASSURANCE CAN BE GIVEN THAT THE COMPANY WILL CAUSE SAID SHARES TO BE REGISTERED PURSUANT TO THE



APPLICABLE RULES AND REGULATIONS OF THE SECURITIES ACT OF 1933 AS AMENDED, FOLLOWING THE COMPLETION OF THIS OFFERING. CONSEQUENTLY, PURCHASERS OF SHARES HEREIN MAY NOT BE ABLE TO LIQUIDATE THEIR INVESTMENT IN THE FUTURE.

JURISDICTIONAL LEGENDS

FOR RESIDENT OF ALL STATES:

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY EXCHANGE HAVE PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PATRIOT ACT RIDER

THE INVESTOR HEREBY REPRESENTS AND WARRANTS THAT INVESTOR IS NOT, NOR IS IT ACTING AS AN AGENT, REPRESENTATIVE, INTERMEDIARY OR NOMINEE FOR, A PERSON IDENTIFIED ON THE LIST OF BLOCKED PERSONS MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY. IN ADDITION, THE INVESTOR HAS COMPLIED WITH ALL APPLICABLE U.S. LAWS, REGULATIONS, DIRECTIVES, AND EXECUTIVE ORDERS RELATING TO ANTI-MONEY LAUNDERING, INCLUDING BUT NOT LIMITED TO THE FOLLOWING LAWS: (1) THE UNITING AND STRENGTHENING AMERICA BY PROVIDING APPROPRIATE TOOLS REQUIRED TO INTERCEPT AND OBSTRUCT TERRORISM ACT OF 2001, PUBLIC LAW 107-56, AND (2) EXECUTIVE ORDER 13224 (BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM) OF SEPTEMBER 23, 2001.

CONFIDENTIALITY

The information contained in this Memorandum is confidential and proprietary to the Company and is being submitted to prospective investors solely for such investors' confidential use with the express understanding that, without the prior written permission of the Company, such prospective investors will not release this document or discuss the information contained herein or make reproductions of or otherwise use this Memorandum for any purpose other than evaluating a potential investment in the securities described herein. This Memorandum contains certain financial and other information (incorporated by reference or otherwise) concerning the Company which is material information and should be treated as confidential. Receipt and acceptance of this Memorandum constitutes the recipient's acknowledgment that the information contained herein will be maintained in strict confidence by the recipient and will not be disclosed to any third party. By accepting delivery of this Memorandum, a prospective investor further agrees to promptly return to the Company this Memorandum and any other document or information furnished if the prospective investor elects not to purchase any of the securities described herein or upon request of the Company.

INDEPENDENT EVALUATION

This Memorandum does not purport to be all-inclusive or to contain all of the information that a prospective investor may desire in evaluating an investment in the securities of the Company. Prior to the consummation of the offer and sale of any of the securities described herein, the Company will afford prospective investors an opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the securities described herein, the Co



or other relevant matters and to obtain additional information to the extent the Company possesses such information or can acquire it without reasonable effort or expense. Any such question should be directed to Mr. Frank Celecia, at the corporate address. No person or entity has been authorized to give any information or to make representations about the Company or the Offering and, if given or made, any such information or representation by any other person or entity must not be relied upon as having been authorized by the Company. Each prospective investor must conduct and rely on his own evaluation of the Company and the terms of the Offering (including the merits and risks involved) in making an investment decision with respect to the securities described herein. Investment in the Shares involves a high degree of risk. See **"RISK FACTORS"**.

SUMMARY OF THE OFFERING

There is no minimum number of Units required to be sold by this Offering. Proceeds from the sale of the Units will be immediately released to the Company. A Minimum Subscription is not required

The Company is offering to sell up to 200 Units at a price of \$50,000.00 per unit solely to investors who qualify as "accredited investors" as defined in Regulation D, pursuant to the Subscription Agreement in Appendix A. Each Unit consists of 25,000 Common Shares (par \$0.0001) at \$2.00 Per Share Plus a Warrant to Purchase 25,000 shares at \$4.00 per share and a second Warrant to Purchase 25,000 shares at \$6.00 per share. for a Total Price of \$10,000,000 offered by Company Officers and Directors or Broker Dealers on a "Best Efforts" basis Only.

The Warrants will expire 24 months following the purchase of the Unit. The Warrants are redeemable by the Company if the Company's Common Stock is trading at the \$4.00 price for 20 days the \$4.00 Warrant is not exercised by the Investor, the Company may redeem the Warrant at \$0.05. If the Common Stock is trading at the \$6.00 per share for 20 days and the \$6.00 Warrant is not exercised by the Investor, the Company may redeem the Warrant at \$0.05

Except as otherwise noted herein, all information in this Memorandum assumes that all Units are sold.

This Summary is included to assist prospective investors in evaluating this Offering and is not intended to be a complete description of the matters appearing herein. This Summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum.

The Company:

Hemp Solutions, Inc., was incorporated under the laws of Wyoming on May 24, 2021.

Hemp Solutions, Inc. ("Hemp Solutions" or the "Company") is a vertically integrated green technology company engaged in the cultivation, processing, and manufacturing of industrial hemp-derived products. The Company **specializes in two primary business segments: (1) the production of sustainable hemp-based bioplastics for industrial, packaging, and consumer applications; and (2) the production of hemp textiles for apparel, interior furnishings, and industrial fabrics.**

Hemp Solutions owns and operates an integrated processing facility in Coachella Valley, California, designed to convert raw hemp biomass into high-value outputs including bioplastic pellets, resins, and fiber-based textile materials. The Company's end-to-end platform enables supply chain control from seed to finished product, allowing consistent quality, cost efficiencies, and innovation in product development.

In fiscal year 2024, Hemp Solutions, through its TK Sales division, generated approximately \$3.1 million in revenue and achieved positive net income of approximately \$478,000, demonstrating management's operational expertise and the Company's capacity to drive profitable growth.



Hemp Solutions intends to sell its bioplastics and textiles on a business-to-business (B2B) wholesale basis to strategic partners, manufacturers, and brands seeking sustainable material solutions. The Company is committed to supporting the global transition toward renewable, plant-based materials in high-demand industrial sectors.

See "**RISK FACTORS**" and "**BUSINESS OF THE COMPANY**" for detailed information about the Company's planned operations.

The Company's executive offices located at **774 Mays Blvd unit 10-536 Incline Village, Nevada 89451**

Its telephone number is 310-460-8426, email is info@Hemp-solutions.us and its web page www.hemp-solutions.us

Check out our company video:

https://www.dropbox.com/scl/fi/1w3c9akl7rgu561fpp12f/Green-Solutions-for-a-Better-World_-Hemp-2024-08-21.mp4?rlkey=nlrtvimjy9tzyio3i732vo56f&dl=0

Dividends: The Company has not paid any dividend on its Common or Preferred Stock. By reason of its contemplated financial requirements, it does not anticipate paying any dividend in the foreseeable future

The Offering:

The following summarizes the Offering contemplated by this Memorandum:

Type of Security: The Units offered of **twenty-five thousand (25,000) Shares of Common Stock and a Warrant to purchase twenty five thousand (25,000) Shares of Common Stock at \$4.00 per share and a Warrant to purchase twenty five thousand (25,000) Shares of Common Stock at \$6.00 per share. The Warrants will expire 24 months following the purchase of the Unit.** The underlying shares shall be "unregistered securities" as that term is defined under the Act and will be subject to significant restrictions against sale or further transfer.

Common Shares will each be entitled to one vote on all matters affecting the Company. Reference is made to the caption entitled "**DESCRIPTION OF SECURITIES**" for a more complete discussion on the Common Shares.

The proceeds, if any, received by the Company from the sale of the Common Shares will be used to build multiple Industrial Hemp processing plants, for expansion, for development, and general operating capital purposes. See "**USE OF PROCEEDS**" below.

Minimum Subscription: This Offering is being made on a "best efforts" basis only and there is no minimum subscription. The Company may accept subscription offers of any increment, in its sole discretion, if deemed to be in the Company's best interest and in so far as permitted by law.

Offering Period: The Offering will commence on the date of this Memorandum and will continue until the close of business on May 1, 2026 (the "**Offering Period**"), unless extended for up to an additional ninety (90) business days.

No Escrow of Subscription Proceeds: All proceeds from the sale of Shares sold will be released to the Company, regardless of the total number of Shares sold. All proceeds from this Offering will be disbursed to the Company's operating account. The Company may refuse any subscription in whole or in part for any reason. There can be no assurance as to what proceeds will actually be received by the Company from this Offering.

Investor Suitability: This Offering is being made pursuant to the exemption from the registration requirements of Section 5 of the Act provided by Rule 506(b) of Regulation D promulgated thereunder as amended by Section 201(a) of the Jumpstart Our Business Startups Act and similar exemptions provided under the securities laws of various states. Subscribers must meet the suitability requirements specified under "**INVESTOR SUITABILITY STANDARDS**" set forth in this Memorandum and as may otherwise be required under the laws of their state of domicile; Subscriptions are effective only after acceptance by the Company.



Sale of Units: Subscriptions for the Units will be offered by the Company through its officers and directors, and also including participating broker/dealers who are members of The Financial Industry Regulatory Authority (FINRA) and others who may be permitted by law to do so.

Risk Factors: The purchase of the underlying Common Shares in this Offering involves numerous risks, which must be carefully considered prior to making an investment. Among such risk factors are: (i) the Company’s business is subject to potentially significant competition from numerous companies, virtually all of which are larger and better financed than the Company; (ii) the Common Shares in a liquidation of the Company are subordinate to all liabilities of the Company and, consequently, there can be no assurance that the Shareholders will be able to recoup any of their investment in the event of liquidation; (iii) there are a great many risks associated with a developmental stage company any number of which could result in potentially serious or irreparable damage to the business of the Company and, consequently to the investment being made by potential subscribers; (iv) this Offering is being conducted on a “best efforts” basis only which means that there can be no assurance of how many Common Shares will be sold or how much the Company will realize from this Offering. Therefore, it is possible the Company will not realize adequate proceeds to realize any significant benefit or to complete the implementation of operations as set forth in its plan and that the proceeds of this Offering will be expended without any material benefit to the Company (v) there is no public market for the Company’s Common Shares being offered in the Unit and there can be no assurance that the Company will register the Common Shares being offered in this memorandum nor is there any assurance that a public market will be maintained following this Offering. There is not currently a public market for our authorized and issued Common Stock. See **"RISK FACTORS"**.

Use of Proceeds: The primary application from the proceeds of sale of the Common Shares will be for general purposes including (i) operating capital, (ii) acquisition/capitalization (iii) marketing investments (iv) federal and state mandatory capital.

The Company is seeking to raise up to **\$15 million** through a combination of equity and debt financing, consisting of **\$10 million in equity** and **\$5 million in secured loans**. The anticipated use of proceeds is as follows:

Use Category	Percentage of Proceeds	Estimated Amount
Facility Construction and Expansion	30%	\$4,500,000
Installation of Hemp Processing Train	20%	\$3,000,000
Bioplastics Production Line Equipment	15%	\$2,250,000
Textile Fiber Processing Equipment	15%	\$2,250,000
Working Capital and Operating Expenses	10%	\$1,500,000
Sales and Marketing	5%	\$750,000
Research and Development	5%	\$750,000
Total:		100% \$15,000,000

(1) Assumes all Units will be sold. Investors should bear in mind that this Offering is being conducted on a “best efforts” basis only; consequently, there can be no assurance that the Company will realize adequate proceeds to meet its operational needs as discussed in this Memorandum. Proceeds are subject to payment of the expenses of this Offering as discussed above and are subject to the payment of placement fees and expenses to participating broker/dealers, if any. Approximately \$600,000 has been allocated for expenses of this Offering including accounting, printing, legal and related expenses. If all the Common Shares are sold the net proceeds to the Company will be \$10,000,000 less any commission and expense payable in connection with the sale of the Units.



FINANCIAL INFORMATION

Financial Projections by the Company and the anticipated results of operations for the next three years of operation following this Offering as set forth below. These financial projections have been prepared based upon the assumptions set forth therein and the projected operating results are strictly dependent upon the validity of the assumptions upon which they are based. Prospective investors must realize that there can be no assurance that the forecasted results will in fact be achieved.

The financial information presented below can be better understood by summarizing the Hemp-Solutions, Inc. overall business strategy and plans found elsewhere in more details in other sections of this document. The key elements of this plan are:

1. **Identify** a product, sector, or need that is at the beginning of its growth pattern that has the potential to become a major economic producer in the near future but for the availability of one critical element. **(Hemp Processing Plants)**
2. **Found** a company with experienced key personnel and a business plan to provide that critical element. **(Hemp-Solutions, Inc.)**
3. **Raise** the capital need begin the development of the business enterprise by showing stockholders the opportunity for the company to help fulfill the need and become a public company market leader in the new sector. **(This Private Placement)**
4. **Acquired** profitable subsidiary companies **(TK Sales, Inc.)** to fuel the early growth until the main business enterprise starts generating major profits.
5. **Execute** the business plans early stages and take the company public to reward the early investors with a path to liquidity as the company grows. **(Public liquidity in the near future)**
6. **Build company into a scalable working engine. (Building and operating the first Industrial Hemp processing plant in Southern California Expand the business plan across the US and become a market leader. (Expansion into Florida, Texas, etc.)**
7. **Sell off** the profitable subsidiaries and inject the capital into additional expansion. **(Sale of T K Sales and other acquired subsidiaries raising more expansion capital)**
8. **Build** long-term growth in the company and the company public stock. **(Be the market leader and develop additional products and services).**

Financial Projections

The following financial projections are based on the Company's current business plan, including dual bioplastics and textile operations. Actual results may differ materially from these projections.

Fiscal Year Ended Dec. 31 2024 (Unaudited Est) YR 2 (Projected) Yr 3 (Projected) Yr 4 (Projected)

Bioplastics Revenue	\$0	\$4,500,000	\$9,500,000	\$16,000,000
Textiles Revenue	\$0	\$3,000,000	\$6,200,000	\$10,000,000
TK Sales Revenue	\$3,101,971	\$3,200,000	\$3,300,000	\$3,400,000
Total Revenue	\$3,101,971	\$10,700,000	\$19,000,000	\$29,400,000
COGS	(\$2,040,920)	(\$5,350,000)	(\$9,700,000)	(\$14,500,000)
Gross Profit	\$1,061,051	\$5,350,000	\$9,300,000	\$14,900,000
Operating Expenses	(\$582,750)	(\$2,200,000)	(\$3,100,000)	(\$4,200,000)
Net Income	\$478,302	\$3,150,000	\$6,200,000	\$10,700,000

Notes:

- 2024 reflects historical TK Sales activity only.
- 2025 forward assumes commencement of bioplastics and textile operations upon facility completion and full processing capacity ramp-up.
- Conservative estimates based on internal assumptions and third-party market research

The Projections above assume various conditions that may, are may not, be realistic but are based on the best information currently available to Hemp-Solutions, Inc. Below is a list of the assumptions that were employed to create the above projections.

ASSUMPTIONS

1. It is assumed that the Hemp-Solutions Private Placement is successful in raising approximately \$10,000,000 over the next twelve months.
2. The first Decorticator (Hemp Processor) costing \$2,800,000 is purchased in the first six months.
3. The Decorticator is fully operational twelve months out of the year for sixteen hours per day and twenty days per month.
4. Labor costs for each Hemp Processor is \$100.00 per hour.
5. Management cost for each Hemp-Train is \$80.00 per hour.
6. Facility cost is \$10,800 per month.
7. Utility cost for each Hemp Processor is \$14.00 per hour when operating.
8. Cost of raw hemp material is \$300.00 per ton.
9. The shrinkage factor during processing is 10% per ton.
10. The output product mix of each Hemp-Train is bast fiber (27%), hurd (63%) per ton
11. The wholesale sales price is bast fiber(\$1500/ton), hurd (\$2000/ton).
12. The Hemp-Solutions, Inc. wholly owned subsidiary T K Sales, Inc. continues to generate a minimum of \$3,000,000 in annual sales with net profits in the \$300,000-\$500,000 range.

Company Overview

Hemp Solutions, Inc. ("Hemp Solutions" or the "Company") is a vertically integrated green technology company



engaged in the cultivation, processing, and manufacturing of industrial hemp-derived products. The Company specializes in sustainable hemp-based bioplastics and hemp textiles, serving a broad range of industrial and consumer markets. Hemp Solutions, Inc. ("Hemp Solutions" or the "Company") is a vertically integrated green technology company engaged in the cultivation, processing, and manufacturing of industrial hemp-derived products. The Company specializes in two primary business segments: (1) the production of sustainable **hemp-based bioplastics** for industrial, packaging, and consumer applications; and (2) the production of **hemp textiles** for apparel, interior furnishings, and industrial fabrics.

Hemp Solutions owns and operates an integrated processing facility in Coachella Valley, California, designed to convert raw hemp biomass into high-value outputs including bioplastic pellets, resins, and fiber-based textile materials. The Company's end-to-end platform enables supply chain control from seed to finished product, allowing consistent quality, cost efficiencies, and innovation in product development.

Hemp Solutions intends to sell its bioplastics and textiles on a business-to-business (B2B) wholesale basis to strategic partners, manufacturers, and brands seeking sustainable material solutions. The Company is committed to supporting the global transition toward renewable, plant-based materials in high-demand industrial sectors.

In 2024, through its TK Sales division, the Company generated \$3.1 million in revenue, demonstrating early-stage profitability.

Business Model

Hemp Solutions operates two main revenue streams: bioplastics production and hemp textile manufacturing. The Company sells its products to business-to-business (B2B) markets and leverages its control over the entire supply chain for operational efficiency and cost savings.

Technology and Facilities

The Company's facility in Coachella Valley, California, is designed for dual-stream processing, featuring hemp decortication systems, bioplastics production lines, and textile fiber equipment. An in-house R&D lab supports innovation in product development.

Market Opportunity

Bioplastics Market

Expected to grow from \$12.7 billion in 2023 to over \$32 billion by 2030, driven by environmental regulations and consumer demand for sustainable products.

Textiles Market

Projected to double from \$5.4 billion in 2023 to over \$10 billion by 2030, fueled by sustainable fashion trends and industrial demand for natural fibers.



Potential subscribers are referred to the financial information found elsewhere in this Memorandum for an understanding of the financial operations of the Company. See, "**BUSINESS OF THE COMPANY**", and "**RISK FACTORS**".

Summary Financial Information:

Our business strategy is to take advantage of the growing Industrial Hemp market made possible by the legalization of Industrial Hemp in the US by President Trump in the 2018 Farm Bill. Following its legalization many farmers are starting to explore Industrial Hemp as a potential lucrative cash crop for their farms due to its many uses and short growing season. However, the only constraint to its rapid acceptance is that large capacity processing infrastructure for Industrial Hemp in the US is almost non-existent. The size of the market for industrial hemp processing is only limited by the availability of the number of available processing plants and is projected to be in the multi-billion-dollar range within the next ten years. Hemp-Solutions, Inc. plans to raise investment capital and build high-capacity processing facilities near expanding Industrial Hemp farm areas to give the farmers an outlet to sell their crops. The resulting processed materials will be sold by Hemp-Solutions, Inc. to third party manufacturers who then sell to the public. Even before Hemp-Solutions completes its first processing plant in southern California it already has contracts being negotiated with farmers and a purchase orders pending for the processed hemp fiber.

INVESTOR SUITABILITY STANDARDS

This Offering is being made pursuant to the exemption provided by Rule 506(b) of Regulation D as amended by Section 201(a) of the Jumpstart Our Business Startups Act promulgated under the Act, subject to compliance with the requirements of the Rule, and the equivalent exemption provided under state securities laws, where available. This Offering has not been reviewed or approved by any state securities commissions, nor the Securities and Exchange Commission. Any representation to the contrary is a criminal offence.

The underlying Common Shares will be "unregistered securities", as that term is defined under the Act and will have severe restrictions against the further transfer thereof. **Therefore, the sale of the Units herein will be restricted to "accredited investors" as that term is defined under the Act (see discussion below) and no more than 35 non-accredited investors.**

All potential Subscribers should consider that an investment in the Units involves many risks including the possible total loss of the investment. The Company will require any potential investor to represent that he knows that the Offered Securities may not be readily sold because of restrictions imposed by various state securities commissions and because there is no public market for said securities. There is currently a public market for our Common Stock; however, there is currently no public market for the Common Stock being offered herein and you should be prepared to hold the Shares for an indefinite period of time. An investor should understand therefore, that he should not invest in the Company unless he has available other personal, liquid assets to ensure that the investment in the Company will not cause any undue financial difficulty or affect the investor's ability to provide for current needs and personal financial contingencies. Each prospective purchaser must be at least 21 years of age and otherwise qualified under the terms of this Offering.

The standards set forth herein represent minimum suitability requirements for prospective investors and the satisfaction of such standards does not necessarily mean that an investment in the Company is suitable for a subscriber. Prior to the sale of any Units, the Company will require any such prospective investor to complete and return an investor suitability questionnaire, and to execute and return two (2) copies of the Subscription Agreement in order to ensure that all requirements relating to suitability are met.

THIS OFFERING IS BEING MADE PURSUANT TO SECTIONS 3(b), 4(2) AND 4(6) OF THE SECURITIES ACT OF 1993, AS AMENDED (THE "ACT"), AND SPECIFICALLY RULE 506(b) OF REGULATION D AS AMENDED BY SECTION 201(a) OF THE JUMPSTART OUR BUSINESS STARTUPS ACT PROMULGATED THEREUNDER. SUBSCRIPTIONS WILL BE ACCEPTED ONLY FROM PURCHASERS QUALIFIED AS "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D OF THE ACT. ADDITIONAL REQUIREMENTS MAY APPLY TO INVESTORS DEPENDENT ON THE STATES IN WHICH THEY RESIDE.



No person should purchase the Units unless he is personally convinced and/or advised by a qualified advisor of his own choosing that this investment is financially suitable for him, after considering the information discussed in this Memorandum and all other materials and documents made available to him in connection with this Offering. Prospective investors are urged to request any additional information they may consider necessary to make an informed investment decision.

Regulation D Offerings:

The Company intends to conduct the Offering in such a manner that the Units will be sold only to certain Accredited Investors, as such term is defined in Rule 501 of Regulation D under the Act. and who satisfy any additional requirements of their state of residency.

Each prospective investor must represent in the Subscription Agreement that he is acquiring the underlying Common Shares for investment and not with a view to resell or distribute the Common Shares acquired.

Accredited Investors:

As defined by Regulation D, an individual investor is generally an Accredited Investor if he meets one or more of the following criteria:

- (1) That he has a net worth, or joint net worth with his spouse, in excess of \$1,000,000 (including both liquid and non-liquid assets, excluding the marital home); or
- (2) That he had annual income in excess of \$200,000 for each of the past two years and reasonably expects to have annual income in excess of \$200,000 for the present year; or
- (3) That he is a director or officer of the Company or any of its subsidiaries.

Generally, an investor, other than a natural person (i.e., corporations, partnerships and trusts), is an Accredited Investor if it meets either of the following criteria:

- (1) All the entity's equity owners are "accredited" individuals; or
- (2) The entity has assets of \$5 million or more and the entity has not been formed solely for the purpose of purchasing securities offered pursuant to Regulation D.

For purposes of suitability, an equity owner is (i) a shareholder in the case of a corporation; (ii) a general or limited partner in the case of a partnership; (iii) a grantor in the case of a revocable trust; or (iv) a trustee and/or beneficiary in the case of an irrevocable trust.

Although the Units are intended to be offered only to persons who qualify as "Accredited Investors", in general, under the provisions of Regulation D, and Rule 506(b), Section 4(a)(2) in particular the Company **may accept subscriptions from up to 35 Non-Accredited Investors**

Certain States impose additional or higher suitability standards for investors in private placement offerings. In such States, subscribers will be required to comply with and demonstrate that they meet such further standards as may be imposed by State law.

HOW TO INVEST

A person who meets the suitability qualifications described above under "**Investor Suitability Standards**" may subscribe for Units as follows:

1. Executing the Signature Page and by paying the purchase price for the Units subscribed for. The investor will be



bound by the terms of the Subscription Agreement. Deliver a check for the full purchase price of the Units being subscribed for, made payable to "Hemp Solutions Inc." together with the completed and executed Subscription Agreement directly to the Company at its offices at **774 Mays Blvd unit 10-536 Incline Village, Nevada 89451**.

2. Or wire transfer the full purchase price of the Common shares being subscribed for, to:
Joanne@hemp-solutions.us or call 310-460-8427

3. Complete and execute the Signature Page of the Subscription Agreement received with this Memorandum. Please mail the completed and executed Subscription Agreement directly to the Company at its offices: 774 Mays Blvd unit 10-536 Incline Village, Nevada 89451

Although this Offering is being made on a "best efforts" basis only, all subscription proceeds will be deposited in the Company's operating account. Investors will not earn interest on their deposits. However, unless otherwise provided by applicable state law, once a subscription is accepted, the Subscriber without the Company's permission may not rescind it.

The Company will make available to prospective qualified investors, prior to the closing, the opportunity to ask questions of and receive answers from the Company, or persons authorized to act on behalf of the Company, concerning the terms and conditions of the Offering and the business and operations of the Company, and to obtain any additional information to the extent the Company possesses such information or can obtain it without unreasonable cost or expense. This Memorandum contains summaries, believed by the Company to be accurate, of certain agreements and other documents. All such summaries are qualified in their entirety by reference to such agreements or documents referred to herein, which documents will be made available on request to qualified prospective investors.

Prospective investors should not construe the contents of this Memorandum or any prior or subsequent communication from the Company, or any of its agents, officers, or representatives, as legal advice. Each prospective investor should consult his own advisors as to legal, tax and related matters concerning an investment in the Company. There is no public market for the Company's Common Shares" and there can be no assurance that the Company will register the Offered Securities. There currently is no public market for our Common Stock being offered and you should be prepared to hold the Shares for an indefinite period of time.

TAX ASPECTS

This Memorandum does not discuss the tax treatment that may be anticipated to result from the ownership or disposition of the Offered Securities. **POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT THAT MAY BE ANTICIPATED TO RESULT FROM THE OWNERSHIP OR DISPOSITION OF THE OFFERED SECURITIES, INCLUDING THE APPLICATION OF THE INTERNAL REVENUE CODE AS WELL AS FOREIGN, STATE OR LOCAL TAX LAWS. THE COMPANY MAKES NO REPRESENTATION AS TO SUCH MATTERS.**

RISK FACTORS

EACH PROSPECTIVE INVESTOR SHOULD, PRIOR TO SUBSCRIBING, CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH ELSEWHERE IN THE MEMORANDUM.

AN INVESTMENT IN THE RESTRICTED COMMON SHARES INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS WHO HAVE A SUBSTANTIAL AMOUNT OF NET WORTH ENABLING THEM TO BEAR SUCH RISK, WHO HAVE NO NEED FOR LIQUIDITY AND WHO CAN AFFORD A LOSS OF THIS INVESTMENT IN ITS ENTIRETY.

There exist numerous risks that each prospective investor should carefully consider before making an investment herein and in connection therewith he or she should consult with their personal legal and financial advisors with respect to the risk factors involved in investing in the Units. The following risk factors should be carefully considered in addition to the



other information in this Offering Memorandum before purchasing the Units offered herein. Except for the historical information contained herein, the discussion contained in this Offering Memorandum contains 'forward-looking statements' that involve risk and uncertainties. These statements may be identified by the use of forward-looking terminology such as "believes", "expects", "may", "will", "should", or "anticipates" or the negative thereof or similar expressions or by discussions of strategy. The cautionary statements made in this Offering Memorandum should be read as being applicable to all related forward-looking statements wherever they appear herein. There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. Such risk factors include the uncertainties applicable in economic conditions, losses and damages resulting from "Acts of God" or other matters beyond the reasonable control of the Company, and also includes the more specific elements of risk discussed below.

The Company is an early-stage corporation with limited products, and its failure to sell its initial marketable product would cause it to become unprofitable, or force the Company to raise additional capital, or discontinue its operations.

Subscribers to the Private Placement must evaluate the Company's business considering the uncertainties and complexities that typically affect a development stage company. The Company may not be successful in the commercial development of any additional technologies or products. Successful products require significant development and investment, including testing, to demonstrate their capabilities and cost-effectiveness prior to commercialization. If it is not able to develop successful technologies or services and for commercial markets or use any developed technologies to discover new products or processes with significant commercial potential, the Company will be required to raise additional capital or discontinue operations.

There are doubts about our ability to continue as a going concern.

There can be no assurance that sufficient funds required during the next year or thereafter will be generated from operations or that funds will be available from external sources, such as debt or equity financings or other potential sources. The lack of additional capital resulting from the inability to generate cash flow from operations, or to raise capital from external sources would force the Company to substantially curtail or cease operations and would, therefore, have a material adverse effect on its business. Furthermore, there can be no assurance that any such required funds, if available, will be available on attractive terms or that they will not have a significant dilutive effect on the Company's existing stockholders.

The Company intends to overcome the circumstances that impact its ability to remain a going concern through a combination of the growth of revenues, with interim cash flow deficiencies being addressed through additional equity and debt financing and cash flow through loans from its subsidiaries. The Company anticipates raising additional funds through public or private financing, strategic relationships or other arrangements in the near future to support its business operations; however, the Company may not have commitments from third parties for a sufficient amount of additional capital. The Company cannot be certain that any such financing will be available on acceptable terms, or at all, and its failure to raise capital when needed could limit its ability to continue its operations. The Company's ability to obtain additional funding will determine its ability to continue as a going concern. Failure to secure additional financing in a timely manner and on favorable terms would have a material adverse effect on the Company's financial performance, results of operations and stock price and require it to curtail or cease operations, sell off its assets, seek protection from its creditors through bankruptcy proceedings, or otherwise. Furthermore, additional equity financing may be dilutive to the holders of the Company's common stock, and debt financing, if available, may involve restrictive covenants, and strategic relationships, if necessary, to raise additional funds, and may require that the Company relinquish valuable rights.

Our financials are not (currently) independently audited, which could result in errors and/or omissions in our financial statements if proper standards are not applied.

Although the Company is confident with its accounting firm, we are not currently, prior to becoming public, required to have our financials audited by a certified Public Company Accounting Oversight Board ("PCAOB"). As such, our accountants do not have a third party reviewing the accounting. Our accountants may also not be up to date with all publications and



releases put out by the PCAOB regarding accounting standards and treatments. This could mean that our unaudited financials may not properly reflect up to date standards and treatments resulting misstated financials statements.

Our management has a significant experience operating a public company but are subject to the risks commonly encountered by early-stage companies.

Although management of Hemp-Solutions, Inc. has experience in operating small public companies, current management has not had to manage significant expansion in the Industrial Hemp processing business while being a public or private company. Many investors may treat us as an early-stage company. Because we have a limited operating history, our operating prospects should be considered in light of the risks and uncertainties frequently encountered by early-stage companies in rapidly evolving markets. These risks include:

- risks that we may not have sufficient capital to achieve our growth strategy;
- risks that we may not develop our products and service offerings in a manner that enables us to be profitable and meet our customers' requirements;
- risks that our growth strategy may not be successful; and
- risks that fluctuations in our operating results will be significant relative to our revenues.

These risks are described in more detail below. Our future growth will depend substantially on our ability to address these and the other risks described in this section. If we do not successfully address these risks, our business could be significantly harmed.

We will require additional capital to support business growth, and this capital might not be available on acceptable terms, if at all.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to update our website and improve our operating infrastructure or acquire complementary businesses and technologies. Accordingly, we will need to engage in continued equity or debt financings to secure additional funds. If we raise additional funds through future issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of our common stock. Any debt financing, we secure in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. We may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth and to respond to business challenges could be impaired, and our business may be harmed.

We are highly dependent on the services of our key executive, the loss of whom could materially harm our business and our strategic direction. If we lose key management or significant personnel, cannot recruit qualified employees, directors, officers, or other personnel or experience increases in our compensation costs, our business may materially suffer.

We are highly dependent on our management. If we lose key management or employees, our business may suffer. Furthermore, our future success will also depend in part on the continued service of our management personnel and our ability to identify, hire, and retain additional key personnel. We do not carry "key-man" life insurance on the lives of any of our executives, employees or advisors. We experience intense competition for qualified personnel and may be unable to attract and retain the personnel necessary for the development of our business. Because of this competition, our compensation costs may increase significantly.

We have a limited operating history upon which you may evaluate our future performance.

As we have a limited history of operations, in the field of Industrial Hemp processing, to assess our future operating performance or our future financial results or condition by comparing these criteria against their past or present equivalents.



We cannot predict our future revenues.

We expect to derive our future revenues from the sale of Industrial Hemp processing services and products as well as the revenue from our existing sales subsidiary.

Our future success may be dependent upon our obtaining intellectual property rights and know-how and protecting these rights.

Some of the key assets of the Company will be in its obtaining of licenses and intellectual property rights, its know-how and the expertise, capabilities and relationships brought to the Company by its management. The Company will continually develop its intellectual property portfolio, and trademarks. The Company currently has no patents pending. As the business progresses, the Company plans on continually building out its portfolio of owned and licensed intellectual property which includes trade secrets and trademarks as well as copyrights and take all appropriate steps to protect these rights. No assurances can be given that the Company will be successful in building out its portfolio of owned and licensed intellectual property and in protecting these rights.

Our products may not gain commercial or market acceptance, which would prevent us from achieving increased revenues and market share.

The development of a successful market for our products may be adversely affected by a number of factors, many of which are beyond our control, including:

*our failure to produce products or services that compete favorably against other products or services on the basis of cost, quality, and performance

*any limitations or perceived inefficiencies

*the willingness of the target population to try our services or products and whether or not customers will accept our services or products; and

*the strength of marketing, service and product support and timing of market introduction.

If our services or products fail to gain market acceptance, we would be unable to realize revenues, gain or increase market share and achieve and sustain profitability.

Lack of Independent Review.

The Securities are being offered by the Company and may or may not be sold with the use of an independent broker-dealer. Consequently, independent review of the offering of the Securities may not be made by any broker-dealer.

The price of our shares in this offering was arbitrarily determined by us and may not reflect the actual market price for the securities.

The offering price of the common stock was determined by us arbitrarily. The price is not based on our financial condition and prospects, market prices of similar securities of comparable private or publicly traded companies, certain financial and operating information of companies engaged in similar activities to ours, or general conditions of the securities market. The price may not be indicative of the market price, if any, for the common stock in the trading market after this offering. The market price of the securities offered herein, if any, may decline below the offering price. The stock market has experienced extreme price and volume fluctuations. In the past, securities class action litigation has often been instituted against various companies following periods of volatility in the market price of their securities. If instituted against us, regardless of the outcome, such litigation would result in substantial costs and a diversion of management's attention and resources, which would increase our operating expenses and affect our financial condition and business operations.

Voting control of our common stock is possessed by Management. This concentration of ownership could discourage or prevent a potential takeover of Hemp Solutions, Inc. that might otherwise result in your receiving a premium over the market price for your common stock



The Certificate of Incorporation of the Company does not provide for cumulative voting and, as a result, management is able to control or exert significant influence over the outcome of fundamental corporate transactions requiring stockholder approval, including, but not limited to mergers and sales of assets and the election of the members of the Company's Board of Directors, and to generally exercise control over the affairs of the Company. Such concentration of ownership could also have the effect of delaying, deterring, or preventing a change in control of the Company that might otherwise be beneficial to stockholders. Subscribers will not be able to elect any directors or exert any control over the general policies of the Company.

Liquidity and Capital Resources.

The Company plans to expand its operations by further developing its Industrial Hemp processing capability and adding multiple processing plants in farming areas across the US over the next five years, and therefore has significant capital needs. Proceeds from the Offering will be added to working capital of the Company. Proceeds from this Offering and the cash flow from our existing T K Sales, Inc. profitable subsidiary will provide for all normal operating expenses for the next twelve (12) months while we execute our business plan. Thereafter, additional funds may be required to continue to implement the Company's business plan to become one of the largest Industrial Hemp processing and sales companies in the United States.

Dependence on Additional Qualified Personnel.

The Company is dependent upon its ability to attract and retain qualified personnel in product development, sales, accounting and management. Although at present there is no shortage of qualified personnel, at times, there is intense competition for qualified personnel in the areas of the Company's business and the Company may not be successful in recruiting and retaining such personnel which could have a material adverse effect on the business prospects and operations of the Company.

Ability to Manage Growth.

The Company believes that continued growth may strain the Company's management, operations, sales and administrative personnel and other resources. In order to serve the needs of its existing and future customers, the Company has increased and intends to continue to increase its workforce, which requires the Company to attract, train, motivate, manage and retain qualified employees. The Company's ability to manage further growth depends in part upon the Company's ability to expand its operating, management, information and financial systems, and distribution capacity, which may significantly increase its future operating expenses. No assurance can be given that the Company's business will grow in the future or that the Company will be able to effectively manage such growth. The Company's inability to manage its growth successfully could have a material adverse effect on the Company's business, financial condition and results of operations.

Revenues; No Assurance of Future Profitability.

The Company has limited resources, approximately \$3,000,000 plus of revenues in its TK Sales, Inc. subsidiary, and approximately \$400,000 operating annual profits in TK Sales, Inc. to date. Moreover, there can be no assurance that the Company will derive sufficient revenues from its Industrial Hemp processing operations or continue to operate on a profitable basis. The likelihood of the success of the Company must be considered in light of the problems, costs, difficulties and delays encountered in connection with its business lines, and the competitive environment in which it will operate.

Limited Capital.

The continuing operations of the Company could vary significantly depending on the number of Securities sold hereby. If the full number of Securities are not sold, operations could continue on a smaller scale, which could significantly reduce the pace and scope of the development of the Company's production, marketing and sales.

Additional Financing Requirements.

The Company has only limited revenues to date and is partially dependent upon the net proceeds of the Offering to continue to implement its business plan (See "Use of Proceeds"). The Company may require additional financing either through



loans or offerings of common stock to fund its operations and growth. The failure to secure such additional financing, if required, could have a material adverse effect on the continued development and growth of the Company. The Company has no arrangements with any bank or financial institution to secure additional financing and there can be no assurance that any such arrangement, if required or otherwise sought, would be available on terms deemed to be commercially acceptable by, and in the best interests of, the Company.

Discretionary Use of Proceeds.

Although a substantial portion of the net proceeds of the Offering will be used for general operating expenses, such proceeds are not otherwise being designated for any more specific purposes. Accordingly, prospective investors who invest in the Company will be entirely dependent on the judgment of management of the Company in connection with the allocation of the funds raised herein. There can be no assurance that determinations ultimately made by such persons relating to the specific allocation of the net proceeds of the Offering will permit the Company to achieve its business objectives (see "Use of Proceeds").

Limited Liquidity

An investment in the Company involves risks not associated with more conventional investment alternatives. An investment in the Company is suitable only for persons who have no need for liquidity with respect to the investment, who have a substantial net worth, and who can assume the risk of loss of their entire investment.

Pro Forma Financial Projections.

The Financial Projections, as set forth in this Private Placement Memorandum, are based on the assumptions set forth therein. Although Management believes that a reasonable basis exists for such assumptions, no assurance can be given that such projected results will be achieved. Similarly, the management staff, business strategies, products and service programs and projects reflected in the Private Placement Memorandum are subject to deletion, replacement or change at the discretion of senior management, directors, and majority shareholders of the Company.

Unspecified Acquisitions.

The company has recently acquired a wholly owned subsidiary, TK Sales, Inc., that produces more than \$3,000,000 of annual sales with approximately \$400,000 of annual profits. The Company may engage in additional acquisitions of other companies and businesses and may use its stock as a consideration therefor. Such acquisitions may involve speculative and risky undertakings by the Company. Prospective investors are herein advised that a change in management of the Company could be affected. In the event that the Company engages in acquisitions of other companies or businesses, the Company may need additional financing. Such need may require the Company to seek capital through the sale of additional Shares of Common or Preferred Stock. Such sales, if consummated, may be at prices below the then current book value of the Company, thereby diluting the equity of the then Common or Preferred Stockholders.

Risks Associated with Implementation of Business Strategy.

Implementation of the Company's business strategy is subject to risks and uncertainties, including certain factors that are within the Company's control and other factors that are outside of the Company's control. In addition, certain elements of the Company's business strategy could result in significant expenditures of cash and management resources. Finally, implementation of the Company's business strategy is subject to risks associated with market and competitive conditions.

Government Regulation and Legal Uncertainties.

If we upgrade to the OTCQB, we will be regulated by the Securities and Exchange Commission and the rules and regulations set forth in the federal securities laws. In addition, we would be regulated as an "Issuer" by the various Blue Sky Law commissioners in the states where we may make offers and effect sales of our securities under applicable private placement exemptions. Finally, we could be regulated by the rules and regulations pertinent to companies listed on the OTC Markets LLC once we are qualified for quotation. As soon as possible, we plan on up-lifting to a national securities exchange such as the New York Stock Exchange (the NYSE[®]). As part of the listing process, we would become further regulated by the NYSE Rules. These rules deal with corporate governance issues and how we conduct business with the



public. Our business involves various risks. When evaluating our business, the following information should be carefully considered. Additional risks and uncertainties not known to us currently or that currently we deem to be immaterial also may impair our business operations. If we are unable to prevent events that have a negative effect from occurring, then our business may suffer. Negative events are likely to decrease our revenue, increase our costs, make our financial results poorer and/or decrease our financial strength, and may cause our stock price to decline.

We will require additional financing and/or re-financings in the future and may issue equity securities.

Our ability to obtain such financing or refinancing on terms acceptable to us could have a material adverse effect on our business, financial condition and results of operations. Our ability to meet our long-term capital requirements, including the repayment of certain long-term debt obligations, will depend, in part, on our ability to obtain additional financing or re-financings on acceptable terms from available financing sources, including through the use of mortgage financing, joint venture arrangements, by accessing the debt and/or equity markets and possibly through operating leases or other types of financing, such as lines of credit. There can be no assurance that financing or re-financings will be available or that it will be available, will be on terms acceptable to us. Moreover, raising additional funds through the issuance of equity securities could cause existing stockholders to experience dilution and could adversely affect the market price of our common stock. Our inability to obtain additional financing or re-financings on terms acceptable to us could delay or eliminate some or all of our growth plans, necessitate the sales of assets at unfavorable prices or both, and would have a material adverse effect on our business, financial condition and results of operations.

We cannot assure that we will be able to effectively manage our growth.

We intend to expand our operations, directly or indirectly, through strategic contracts with large farms and also third party manufacturers. The success of our growth strategy will depend, in large part, on our ability to implement these plans and to effectively operate within these communities. If we are unable to manage our growth effectively, our business, results of operations and financial condition may be adversely affected.

A significant increase in our labor costs could have a material adverse effect on us.

We compete with other providers with respect to attracting and retaining qualified management personnel responsible for the day-to-day operations.

There is an inherent risk of liability in providing personal and wellness services, not all of which may be covered by insurance.

The provision of personal and health wellness services entails an inherent risk of liability. We will maintain insurance in amounts we believe are comparable to those maintained by other companies based on the nature of the risks, our historical experience and industry standards, and we believe that this insurance coverage will be adequate. However, we may become subject to claims in excess of our insurance or claims not covered by our insurance, such as claims for punitive damages, terrorism and natural disasters. A claim against us not covered by, or in excess of, our insurance could have a material adverse effect upon us.

In addition, our insurance policies must be renewed annually. Based upon poor loss experience, insurers have become increasingly wary of liability exposure. A number of insurance carriers have stopped writing coverage to many markets, and those remaining have increased premiums and deductibles substantially. Therefore, we cannot assure that we will be able to obtain liability insurance in the future or that, if that insurance is available, it will be available on acceptable economic terms.

We are subject to government regulations and compliance, some of which are burdensome and some of which may change to our detriment in the future.

Federal and state governments regulate various aspects of our business when we are engaged in Industrial Hemp processing. Failure to comply with these laws and regulations could result in cancelled contracts, the imposition of fines, restrictions on the ability to acquire new farm contracts or expand existing contracts and, in extreme cases, the revocation



of a license. We believe that such regulation will increase in the future, and we are unable to predict the content of new regulations or their effect on our business, any of which could materially adversely affect us.

Use Of Proceeds*

Gross proceeds from this Offering will be \$10,000,000 if the Maximum Offering is sold. These proceeds are intended to be applied approximately in the following manner:

<u>Description</u>	<u>Amount</u>	<u>Percentage</u>
Operating Capital	\$2,000,000	20%
Hemp Processor Equipment Acquisition	\$3,000,000	30%
Raw Industrial Hemp materials from farmers	\$1,400,000	14%
Land and Buildings	\$3,000,000	30%
Offering Expenses (Maximum)	<u>600,000</u>	6%
Total Use of Funds	\$10,000,000	100%

*Total Use of Proceeds is based upon all 5,000,000 common shares being sold

The foregoing categories indicate the allocation of funds and relative percentage that is expected to be used by the Company. The foregoing estimates of the use of proceeds represent the objectives of the Company and are subject to modification depending upon a number of factors, which may not be presently known or existing and which may occur during the time such funds are being expended; in which event, the foregoing estimates may vary from actual expenditures at a later date. It is possible that all or a portion of the funds received in this Offering may not be utilized immediately, in which case the Company may invest unused funds in interest bearing accounts or securities, within limitations, until expenditure of such funds becomes necessary. Allocations in any category that are not used will be added to Operating Capital. It must be noted that all funds designated for Operating Capital may be used for any purpose deemed appropriate by Management without any restriction or say whatsoever by the shareholders including investors herein.

Our projections, capital expenses, and business model requirements show that we need funding of \$10,000,000 for acquisitions, costs of larger amounts of financing, and operating expenses. We are offering equity funding through this Private Placement Offering. Management believes that with the proceeds of this Offering together with cash flows from our acquired subsidiaries, and the potential future cash flow from operations, the Company will be able to meet its cash requirements.

BUSINESS OF THE COMPANY

Introduction

The Company was founded and incorporated in the State of Wyoming for the express purpose of taking advantage of a strategic need and opportunity in the new and expanding industry of Industrial Hemp growing and processing in the United States while operating as a public company to provide continued liquidity to our stockholders. While the hemp industry in North America is poised for significant growth, the enormous world-wide hemp marketplace is expected remain highly competitive considering growing supplies from countries with low labor costs. For a new North American hemp industry to succeed it must be innovative and equipped for higher productivity.

Products

On December 20, 2018, President Donald Trump signed the Agricultural Improvement Act of 2018, which is more commonly known as the "2018 Farm Bill." The bill represents a drastic transformation in federal Industrial hemp policy. The significance of this event is that since the 2018 Farm Bill was signed Industrial Hemp can now be grown by American farmers and is a very lucrative cash crop when compared to many other products currently being grown. Industrial Hemp



is used to produce **BioPlastics, clothing fibers, wood substitutes, Hempcrete for a concrete alternative, automotive parts as alternative to plastics, an alternative to fiberglass, mulching materials, cat litter, food and drink additives, beauty products.** It is anticipated that the USDA will soon approve Industrial Hemp products in the US for use with animal foods and supplements which will expand the markets significantly. Many farmers are starting to grow small crops of Industrial Hemp to become accustomed to its growing patterns and harvesting methods. However, since this is a new and growing industry the farmers, even at the start of the evolution of Industrial Hemp, are facing a bottleneck to process their crop into a saleable secondary product. The processing of Industrial Hemp into a group of usable wholesale products require specialized equipment costing millions of dollars. **Since Industrial Hemp has only recently been available in the US, to be grown by US farmers, sufficient processing capability has not yet developed and is in fact almost non-existent in most of the US.**

Environmental Impact

In addition to the highly profitable opportunity being presented to US farmers by growing Industrial Hemp, they will also be contributing to the improvement of the environment. This is because Industrial Hemp is a **carbon negative crop that actually absorbs considerably more carbon from the atmosphere and returns it to the soil than is created by its cultivation. Equally important is the fact that all products manufactured from the Industrial Hemp continue to absorb and hold carbon making Industrial Hemp a truly “Green” industry. It is anticipated Industrial Hemp growing will qualify for carbon credits in the US accelerating the need for more processing infrastructure.**

Capital Equipment

Hemp-Solutions plans to invest in state-of-the-art Industrial Hemp Equipment processing equipment (See Exhibits) and locate these facilities near concentrations of Industrial Hemp farms. Hemp-Solutions is already negotiating with, and will sign contracts with multiple farmers to guarantee a continuous supply of raw hemp material. Hemp-Solutions believes that the Industrial Hemp business in the US will quickly grow exponentially if adequate processing capability emerges in concert with the Industrial Hemp agricultural industry in the US. **The time is right for a focused company to be at the forefront of a fast-growing new industry. “Hemp-Solutions intends to be that company”.** The investment requested in this Private Placement is to give initial stockholders an opportunity to participate in this growing new industry by providing Hemp-Solutions with the capital to buy the state-of-the-art processing equipment and other equipment, and to develop the facilities needed to participate at the beginning of this exciting new industry.

One of the main multi-billion-dollar business segments of the overall hemp industry is CBD, a high-value, fast growing business, which is yet quickly becoming crowded and fragmented. CBD producing businesses must become productive to succeed domestically and world-wide and is grown completely different than industrial hemp. **The Hemp-Solutions business model is not utilizing CBD but rather the other industrial products obtained from Industrial Hemp.** This Private Placement highlights a currently-available technological advance in hemp processing as a means to attain multi-million-dollar reduction in installed capital and very significant reduction in operating costs.

Operating Plan

The Company plans to install one or two Hemp Processor per location with subsequently up to multiple locations in the USA that have states with large acres of hemp being planted. The bottle neck from the farm to the end user is the processing of hemp from the fields. The hemp processing technology, utilized by Hemp Solutions, Inc., solves that problem. In addition, in the future, the company may spin off its own brands creating building supplies that replace the high cost of wood products, other construction materials, and graphene-based products for electric car batteries.

The Market

An excellent report that was commissioned by the Missouri Industrial Hemp Steering Committee, clearly and completely explains the market for industrial Hemp including estimates that point to growing sales potential for hemp-based products. During 2018, sales of U.S. hemp-based products totaled \$1.1 billion, according to reporting from the Hemp Business Journal and New Frontier Data. Sales growth has been significant since 2012 when sales totaled \$0.26 billion.



Marketing

The Company is contracting with growers to purchase their harvest of Hemp, process it close by in our processing facilities and sell the processed Hemp to the manufacturers of the numerous industrial, or consumer, end-products such as; clothing

fibers, wood substitutes, Hempcrete for a concrete alternative, automotive parts as alternative to plastics, an alternative to fiberglass, mulching materials, cat litter, food and drink additives, and beauty products.

“Hempcrete a noncombustible product used in the construction of homes and buildings in fire prone areas such as Los Angeles. The replacement of petroleum-based plastic in all forms with biodegradable plastic.

Competition

We have three significant competitors and a number of minor attempts by farmers desperate to find a processing solution for their new cash crop; Heartland Industries in Detroit, MI and Hemp, Inc. located in Spring Hope NC, and Panda in Texas are the two significant competitors. We do not have their financial information; however, we feel that we will be more cost effective in that our processing facilities will be closer to the hemp harvest resulting in lower costs and higher quality products to be sold to the manufacturers.

MANAGEMENT

We have been able to accumulate a management team highly qualified in business and technology. The team has been able to develop a line of unique products and services in their past endeavors.

Directors, Executive Officers and Key Personnel.

DR. H. DEAN CUBLEY, Founder, Executive Chairman of the Board, Secretary

Dr. Cubley has served as Founder, Chairman, Chief Executive, and Chief Financial Officer for numerous public and private companies since he resigned from the U.S. Space Agency (NASA) in 1984 after a long career in the nations space program. He has also served on Boards of other numerous public companies throughout his career. One such public company founded and managed by Dr. Cubley was Eagle Broadband that traded on the American Stock Exchange. Dr. Cubley is a long-term entrepreneur whose major expertise is in management, public company financial reporting, product development, electromagnetics, and physics. Dr. Cubley is a Registered Professional Engineer and a life member of the Institute of Electrical and Electronic Engineers. During his career he has published over 24 professional papers on a wide range of technical subjects. Dr. Cubley also holds 12 patents that are mostly product related to one or more of his previous companies. Dr. Cubley holds a Bachelor of Science and a Master of Science in Electrical Engineering from the University of Texas in Austin Texas and a Doctor of Philosophy in Electrical Engineering from the University of Houston in Houston Texas. Dr. Cubley has also completed the vast majority of the course work at the University of Houston for a MBA Degree while enrolled in a NASA Senior Management Development Program.

FRANK CELECIA, Founder, Director, Chief Executive Officer

Mr. Celecia has served as founder, President and Chief Executive Officer of multiple companies both public and private. Most recently he founded and operated the public company named OrgHarvest. OrgHarvest is a cannabis cultivation company and had the distinction to be the first public company in the cannabis industry to have approved by the securities and Exchange a REG A TIER 1 public offering. This public offering was for 20 million dollars of OrgHarvest registered



common stock and was fully subscribed. Prior to the formation of OrgHarvest Mr. Celecia had a long career as founder, Chief Executive Officer, and a sales and marketing executive in multiple public and private companies in the television industry growing companies from startup to a maximum of twenty million dollars in sales. Mr. Celecia has particularly strong ability in revenue growth of companies through creative marketing tools, direct response media, competitive pricing, sales organization and motivation. He has strong knowledge of all facets of broadcasting, video and film production and post-production. In short Mr. Celecia is a dynamic bottom line leader and team builder with effective communication skills and has the ability to adapt to new business that focuses on key profit/sales/people issues. Mr. Celecia is also proficient with financial sourcing with bank facilities, private placements, public offering, and routinely interfaces with investment bankers, attorneys, and auditors. Mr. Celecia holds a B.A. from the New York Institute of Technology and is a past member of the International Television Society (I.T.S.), the National association of Broadcasters (N.A.B.), Who's Who in American Industry, Broadcast Design Association (b.d.a.), Member of Promax, and an has been an editor and producer for the "CBS EVENING NEWS" with Walter Cronkite".

Mr. Celecia built a multimillion-dollar state-of-the-art post production center used by all major studios in Hollywood for editing promos. Mr. Celecia is also a US Navy veteran having been awarded the Bronze Star and the National Defense Service Medal during his service in Vietnam aboard the USS Forrestal CVA-59.

JOANNE M. CELECIA, Treasurer, Director, Chief Financial Officer

Mrs. Celecia is a private and public company executive who is highly experienced in accounting policies and the generation and filing of 10Q, 10K, and other SEC reporting documentation for public companies. Mrs. Celecia is the co-founder of two public companies and multiple private companies and has served as Chief Financial Officer, Treasurer, Board Member, and Board Secretary for multiple companies both public and private. Mrs. Celecia is also particularly experienced with interfacing with company auditors and in preparing financial reports compliant with GAAP accounting standards. In her past companies she has supervised and coordinated outside auditors and attorney firms for multiple public companies. She is also proficient in supervising company A/R and A/P departments and putting security protocols in place for accounting procedures. Her past duties also included creating the depreciation schedules for her companies from startup to 20 million in sales for at least one such company. Mrs. Celecia is a Past Member of the International Television Society (I.T.S.), member of the National Association of Broadcasters (N.A.B.), listed in Who's Who in American Industry, a member of the Broadcast Design Association (b.d.a.), and a member of Promax.

CARLOS CALIXTO, Director, Chief Operating Officer

Mr. Calixto is a professional innovative sales and marketing executive and has extensive experience with high-volume business operations. He has experience in strategic alliances with organization leaders to effectively align with and support key business initiatives. Mr. Calixto is experienced in managing costs and establishing strategic, mutually beneficial partnerships and relationships with customers, vendors, and service providers. He has extensive experience with channel development and project management in the cannabis industry with over 6 years dealing with large scale project planning and development. He has worked with Sunray Greenhouses and from the inception of the company he oversaw the project nine years to produce plans across all stages of development. During the company's' acquisition by a European company he was instrumental in bringing the acquirer to the US for a mutually beneficial business deal allowing Sunray to take advantage of their manufacturing experience. Mr. Calixto has spent six years in the greenhouse industry and has built a vast network of connections with business professionals throughout the industry. Mr. Calixto has been a key element in obtaining conditional use permits for development plans throughout the Coachella Valley. Mr. Calixto welcomes new challenges and is a driving force in bringing projects to fruition and building them up to their full potential. Mr. Calixto attended Centrum Católica Business School, Pontificia Universidad Católica del Perú.

CARL P. RANNO, Director, Corporate Attorney

Mr. Ranno serves as general counsel to numerous publicly held companies advising these companies in the areas of general corporate law and, specifically, in the areas of U.S. securities laws. He has acted as an advisor in strategic planning and mergers and acquisitions and as a securities attorney to numerous public companies. He has significant



experience in US securities work, including the preparation of registration statements, handling SEC and FINRA matters as well as preparation and review of other filings required by the 33 and 34 Act. He has served as an Advisor, Director, Legal Advisor, President and Chief Executive Officer of public and private companies. He maintains his license to practice law in the State of Michigan and is admitted to practice in the federal courts located in Michigan, the Sixth Circuit Court of Appeals, the US Tax Court and the US Supreme Court. Mr. Ranno has Bachelor of Science in Economics with a minor in chemistry from Xavier University in Cincinnati, Ohio and a Juris Doctor degree from the University of Detroit School of Law.

PRINCIPAL SHAREHOLDERS

The following table sets forth, as of the date of this Memorandum, on a pre-offering and post-offering basis, the Common Stock ownership of each person and/or group known by the Company to be the beneficial owner of five percent or more of the Company's Common Stock, each director individually, and all officers and directors as a group. Dr. Cubley and Mr. Celecia, the founders of the Company, have voting control of the company through their ownership of super voting Series A Preferred Stock. Dr. Cubley, Mr. Celecia, Mrs. Celecia, own 2,000,000, 2,000,000, 2,000,000 and 2,600,000 of the Hemp Solutions, Inc. Preferred B stock respectively which can convert into restricted common shares according to the Preferred B Designation and other restrictions over a five-year period.

To the best knowledge of the Company, each person named has sole voting and investment power with respect to such shares of Common Stock, except as otherwise noted, and all ownership is of record and beneficial. There are no pending or anticipated arrangements that may cause a change in the control of the Company.

Number of	Percent	Percent
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<u>Shareholder</u>	<u>Common Shares</u>	<u>Pre-offering</u>	<u>Post-offering</u>
Dean Cubley		1,000,000	26.67%
Mr. Frank Celecia		1,000,000	26.67%
Mrs. Joanne Celecia		1,000,000	26.67%
Mr. Carl P. Ranno		500,000	13.33%
Mr. Carlos Calixto		<u>500,000</u>	<u>13.33%</u>
Total Common Management Issued		4,000,000	100.00%
New common shares sold to PPM investors		<u>5,000,000</u>	<u>64.52%</u>
Total common shares after the offering		9,000,000	100.00%

PLAN OF DISTRIBUTION

The Shares are being offered directly by the Company via its officers' and directors' efforts and Placement Agents. No broker-dealer (Placement Agent), distribution, syndication agent or any other third party will be paid the sales or other commission, or any finder's fee in connection with the Offering unless otherwise decided by the Management that is in the best interest of the Company.

The Shares sold pursuant to this Offering shall bear a restrictive legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF BUYER'S COUNSEL, IN A CUSTOMARY FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT."

The underlying Warrants sold pursuant to this Offering shall bear a restrictive legend

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED

EXEMPTED OFFERING

The Shares we are offering are considered "Restricted Securities" as that term is defined in the state and federal securities laws. The Securities Act provides that all securities must be registered with the Securities and Exchange Commission before they may be offered and sold, or such offer and sale must be exempt from registration. We are making this offering pursuant to exemptions from registration provided by Regulation D, under the Securities Act, and pursuant to exemptions from registration under corresponding state securities laws. Accordingly, no registration statement has been filed with the Commission or with any state regulatory authority. Certain conditions are imposed on the sale of securities pursuant to Regulation D. These conditions include, but are not limited to, the following:



(1) Regulation D Qualification.

To qualify for exemption under Regulation D 506(b), offers and sales must satisfy the provisions of Rule 501 and Rule 502 promulgated under Regulation D as amended by Section 201(a) of the Jumpstart Our Business Startups Act. Rule 501 sets forth definitions of various terms used in Regulation D, including "accredited investor", "affiliate", "executive officer", and "purchaser's representative". Rule 502 sets forth "integration" rules which require that all sales that are part of the same Regulation D offering must meet all of the terms and conditions of Regulation D, except offers and sales that are made more than six months before the start of a Regulation D offering or are made more than six months after the completion of a Regulation D offering will not be considered part of that Regulation D offering, so long as during those six month periods there are no offers or sales of securities by or for the issuer that are of the same or similar class of those offered under Regulation D.

(2) Limitations on Resale.

The securities offered were not registered under the Securities Act of 1933 or the securities laws of most states and are offered and sold in reliance on exemptions from the registration requirements of Regulation D 506(b), under the Securities Act and securities laws of most states. No trading or other market currently exists for the Company's Common shares, and there can be no assurance that such a market will develop at any time in the future. Except where registered in one or more states having a provision for registration of securities and delivery of a disclosure document before sale, securities acquired in a transaction under Regulation D 506(b) may have the status of securities acquired in transactions under Section 4(2) of the Securities Act and cannot be resold without registration or an exemption under the Act. The issuer is required to exercise reasonable care to ensure that the purchasers of securities are not underwriters under the meaning of Section 2(11) of the Act, which reasonable care may be demonstrated by the following:

- (i) Reasonable inquiry to determine if the purchaser is acquiring the securities for himself or for other persons.
- (ii) Written disclosure to each purchaser prior to sale that the securities have not been registered under the Act, and therefore, cannot be resold unless they are registered under the Act, and therefore, cannot be resold unless they are registered under the Act or unless an exemption from registration is available; and
- (iii) Placement of a legend on the certificate or other document that evidences the securities stating the securities have not been registered under the Act and setting forth or referring to the restrictions on transferability and sale of securities.

(3) Determination of Offering Price.

The offering price for the shares of Common stock was arbitrarily determined by the Company and such price should not be considered to be indications of our actual value or the Shares.

(4) Registration Rights.

- (a) It is the intention, but not the obligation, of the Company to attain the status of a publicly traded company within a reasonable period following the initiation of sales under this current PPM. It is also the intention, but not the obligation, of the Company to attempt to register the shares being sold in this PPM as well as the warrants and shares underlying these warrants. The Company shall use commercially reasonable efforts, but cannot guarantee, to prepare and file with the United States Securities and Exchange Commission (the "SEC"), on or before the date which is 180 days from the final closing of this offering, a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the resale of all of the Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415 promulgated under the Securities Act ("Rule 415"). Subject to the terms of this Memorandum, the Company shall use its reasonable efforts to cause such registration statement to be declared effective under the Securities Act as promptly as possible after the filing thereof. For the purposes hereof, "Registrable Securities" means, as of any date of determination, (i) the Subscribed Shares and the Warrant Shares and (ii) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, registration statement hereunder with respect thereto) for so long as (x) such



Registrable Securities have been disposed of by the Purchaser in accordance with such effective registration statement, (y) such Registrable Securities have been previously sold in accordance with Rule 144 promulgated under the Securities Act ("Rule 144"), or (z) such securities become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as reasonably determined by the Company, upon the advice of counsel to the Company.

(b) Notwithstanding the registration expectations set forth, if the SEC informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415 or other applicable regulations, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform the Purchaser thereof and use its reasonable efforts to file amendments to any such registration statement as required by the SEC, covering the maximum number of Registrable Securities permitted to be registered by the SEC. If the SEC or any publicly available written or oral guidance of the SEC staff sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering, the Company shall reduce Registrable Securities on a pro rata basis across participating investors in this Offering, in proportion to the aggregate amount of Registrable Securities to be registered by each.

(c) In connection with the Company's registration expectations hereunder, the Company shall, as promptly as reasonably possible under the circumstances taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event, prepare a supplement or amendment, including a post-effective amendment, to a Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither a Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus.

PLAN OF THE OFFERING

This Offering is being made on a "best efforts" basis only without a minimum number of Units required to be sold and a maximum amount of 200. The purchase price of \$50,000.00 for each Unit is payable upon Subscription. There is no minimum number of Units required to be sold. All proceeds from the sale of Units sold by March 1, 2025 (the "Termination Date"), subject to extension for up to ninety (90) business days by the Company, will be released to the Company, regardless of the total number of Units sold. All proceeds from this Offering will be disbursed to the Company's operating account. The Company may refuse any subscription in whole or in part for any reason.

The Units may be offered by participating broker/dealers who are members of FINRA, by the Company through its officers and directors and other parties, including consultants to the Company. The Company will pay participating broker/dealers, if any, and other entitled to receive such fees, a finder's fee up to twelve percent (12%) of the amount sold. There may in some cases be a stock component in lieu of or in addition to a cash fee.

The Company may, in its sole discretion, accept subscription offers on any amounts of the Units if deemed to be in the Company's interest and insofar as permitted by law.

All proceeds from this Offering will be deposited into the Company's operating account. Investors will not earn interest. There can be no assurance as to what proceeds will actually be received by the Company from this Offering. The Offering will continue until the maximum Offering is reached or until the Termination Date, as may be extended, whichever is sooner. Since this Offering is made on a "best efforts" basis, there is no assurance that the Maximum Offering will be sold, which could result in reduced operations for the Company. See **"RISK FACTORS"**, **"USE OF PROCEEDS"** and **"BUSINESS OF THE COMPANY"**,

Subscriptions will be effective only after acceptance of the Subscription by the Company.



Private Offering

This Offering is being made without registration under the Act in reliance upon Section 4(2) of the Act and Rule 506(b) of Regulation D promulgated thereunder as amended by Section 201(a) of the Jumpstart Our Business Startups Act, or one or more other exemptions from the registration requirements thereof. Management will substantially rely upon the representations made in the Subscription Agreement and Investor's Questionnaire to determine the eligibility of Subscribers. See **"INVESTOR SUITABILITY STANDARDS"**. Offerees and their representatives will have the opportunity to meet with and ask questions of the Company upon reasonable request, prior to the consummation of the sale of any Common Shares. Upon request, the Company will also provide to all Offerees and their representatives any further information and documentation necessary to verify the information set forth in this Offering Memorandum, or to further explain any information presented herein, provided that the information is available to the Company, or can be obtained upon reasonable effort and expense. See **"ADDITIONAL INFORMATION"**.

Subscription Agreements, once executed and delivered, are irrevocable on the part of the Subscriber unless this Offering is terminated, or as may otherwise be provided by applicable state or federal regulations.

The Company reserve the right at all times to reject any Subscription in its sole discretion and any acceptance of documents, agreements or checks by the Company should not be construed as acceptance of the Subscription unless a copy of the Subscription Agreement signed by the Company is returned to the Subscriber. Offers to acquire fractional interests will not be accepted by the Company unless such acceptance is determined to be in the best interests of the Company.

DESCRIPTION OF SECURITIES

Common Shares

The authorized capital stock of the Company consists of 500,000,000 shares of Common stock, \$0.0001 par value of which there are 10,000,000 shares of Preferred A Stock par value \$0.0001 and 10,000,000 shares are Preferred B stock. There are 3,750,000 common shares issued. The holders of Common Stock (i) have equal and ratable rights to dividends from funds legally available therefore, when, as and if declared by the Board of Directors of the Company; (ii) are entitled to share ratably in all of the assets of the Company available for distribution to holders of Common Stock upon liquidation, dissolution or winding up of the affairs of the Company; (iii) do not have pre-emptive, subscription or conversion rights (there are no redemption or sinking fund provisions applicable thereto); and (iv) are entitled to one non-cumulative vote per Share on all matters which shareholders may vote at all meetings of shareholders. All shares of Common Stock now outstanding are fully paid for and non-assessable and all Shares that may be issued because of this offering will be fully paid and non-assessable.

Preferred Shares

There are 10,000,000 authorized Preferred Series A shares, \$0.0001 par value. Dr. Cubley, the Executive Chairman and Mr. Celecia, the Chief Executive Officer of the Company jointly control 100% of the supermajority Preferred Series A shares which grants them voting control of the Company. The Series A Preferred shares are convertible to shares of Common Stock on a one-to-one basis. There are 10,000,000 Preferred B shares par value .0001 per share. Dr. Cubley and Mr. and Mrs. Celecia each hold 2,000,000 Preferred B shares. Mrs. Telva Kesler and Mr. mark Kesler have a convertible note that gives them the right to each convert and own 1,300,000 Preferred B shares of the Company. The Preferred B shares convert into common shares on a five-to-one basis but a five-year phased limitation has been imposed on their conversion.

Non-cumulative Voting

The holders of Common Shares do not have cumulative voting rights, which means that the holders of more than 50% of such outstanding voting and Common Shares voting for the election of directors, can elect all of the directors to be elected, if they so choose, and in such event, the holders of the remaining shares of Common stock will not be able to elect any of the Company's directors.



LITIGATION

The Company is not involved in any litigation at this time and does not know of any pending litigation.

ADDITIONAL INFORMATION

The Subscription Agreement and the Investor Suitability Questionnaire attached to this Memorandum are incorporated herein by reference.

The Company will make available to each prospective Investor prior to his/her/its subscription of Shares the opportunity to ask questions and receive answers concerning the terms and conditions of this Offering and to obtain any additional information which the Company may possess or can obtain without unreasonable effort or expense that is necessary to verify the accuracy of the information contained herein. Any such questions should be directed to Frank Celecia:

Telephone 310-460-8426, email is frank@Hemp-solutions.us or [Carlos Calixto ccalixto@hemp-solutions.us](mailto:Carlos Calixto@hemp-solutions.us)

No other person has been authorized to give information or to make any representations concerning this Offering, and if given or made, such other information or representations must not be relied upon as having been authorized by the Company.

THIS MEMORANDUM CONTAINS A SUMMARY OF CERTAIN PROVISIONS OF CERTAIN RELEVANT DOCUMENTS, COPIES OF WHICH ARE ATTACHED OR WILL BE PROVIDED BY THE COMPANY ON REQUEST. REFERENCE SHOULD BE MADE TO SUCH DOCUMENTS FOR MORE COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES INVOLVED. EACH INVESTOR AND/OR HIS REPRESENTATIVE(S) WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM MANAGEMENT CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, NECESSARY TO VERIFY THE COMPLETENESS AND ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM.

FORWARD LOOKING STATEMENTS

THE FOLLOWING INFORMATION CONTAINS CERTAIN FORWARD-LOOKING STATEMENTS OF MANAGEMENT OF THE COMPANY. FORWARD-LOOKING STATEMENTS ARE STATEMENTS THAT ESTIMATE THE HAPPENING OF FUTURE EVENTS AND ARE NOT BASED ON HISTORICAL FACT. FORWARD-LOOKING STATEMENTS MAY BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY, SUCH AS "MAY", "COULD", "EXPECT", "ESTIMATE", "ANTICIPATE", "PLAN", "PREDICT", "PROBABLE", "POSSIBLE", "SHOULD", "CONTINUE", OR SIMILAR TERMS, VARIATIONS OF THOSE TERMS OR THE NEGATIVE OF THOSE TERMS. THE FORWARD-LOOKING STATEMENTS SPECIFIED IN THE FOLLOWING INFORMATION HAVE BEEN COMPILED BY OUR MANAGEMENT ON THE BASIS OF ASSUMPTIONS MADE BY MANAGEMENT AND CONSIDERED BY MANAGEMENT TO BE REASONABLE. OUR FUTURE OPERATING RESULTS, HOWEVER, ARE IMPOSSIBLE TO PREDICT AND NO REPRESENTATION, GUARANTY, OR WARRANTY IS TO BE INFERRED FROM THOSE FORWARD-LOOKING STATEMENTS.

INSTRUCTIONS FOR COMPLETION OF THE SUBSCRIPTION AGREEMENT

TO PURCHASE UNITS FOR TWENTY-FIVE THOUSAND DOLLARS (\$50,000.00) CONSISTING OF FIFTY THOUSAND (50,000) SHARES OF COMMON STOCK, PAR VALUE \$0.0001 AND A WARRANT TO PURCHASE FIFTY THOUSAND (50,000) SHARES OF COMMON STOCK, PAR VALUE \$0.0001 AT FOUR DOLLARS (\$4.00) PER SHARE AND A SECOND WARRANT TO PURCHASE FIFTY THOUSAND (50,000) SHARES OF COMMON STOCK, PAR VALUE \$0.0001 AT SIX DOLLARS (\$6.00) PER SHARE.

The Warrants will expire 24 months following the purchase of the Unit. The Warrants are redeemable by the



Company if the Company's Common Stock is trading at the \$4.00 price for 20 days and the \$4.00 Warrant is not purchased by the Investor, the Company may redeem the Warrant at \$0.05. If the Common Stock is trading at the \$6.00 per share for 20 days and the \$6.00 Warrant is not purchased by the Investor, the Company may redeem the Warrant at \$0.05

Both copies of the Subscription Agreement and the Investor Questionnaire included in this Subscription Package should be fully completed as indicated by the inclusion of all requested information and upon completion, should be executed and returned to the Company at the address given below.

If shares are being purchased as tenants in common or joint tenants, complete all information for each tenant. Upon completion, the Subscription Agreements and Questionnaire should be processed as follows:

Two executed copies of the Subscription Agreement, together with the completed Questionnaire should be mailed directly to **Hemp-Solutions, Inc. 774 Mays Blvd unit 10-536 Incline Village, Nevada 89451**

- (1) The Subscription Agreement must be signed.
- (2) Please date the Subscription Agreement.
- (3) The Company will return one copy of the Subscription Agreement to you upon acceptance.
- (4) The Subscription Agreement returned to you should be retained for your records.

The amount of each Subscriber's purchase is payable by check made payable to the Company and such check should be delivered with the fully executed Subscription Agreements to the address indicated above at the time of Subscription. If you wish to make payment by wire transfer, the instructions are as follows.

Hemp-Solutions Bank Information

Please contact: Joanne Celecia at 310-460-8427 or joanne@hemp-solutions.us

https://www.instagram.com/reel/C_Dgu3ktjA1/?utm_source=ig_web_copy_link

PLEASE DO NOT SEPARATE THE DOCUMENTS IN THIS SUBSCRIPTION PACKAGE. WHEN FULLY COMPLETED THE ENTIRE PACKAGE SHOULD BE RETURNED TO THE COMPANY AS INDICATED ABOVE. COPIES OF ALL DOCUMENTS CONTAINED HEREIN ARE INCLUDED IN THE INVESTOR PACKAGE YOU WERE PROVIDED WITH FOR YOUR RECORDS.

NO SUBSCRIPTION AGREEMENT WILL BE ACCEPTED UNLESS IT IS COMPLETED FULLY AND IS PROPERLY EXECUTED. SUBSCRIBERS MUST FURNISH THEIR RESIDENCE ADDRESS (BUSINESS ADDRESS OR POST OFFICE BOX NUMBERS ARE INSUFFICIENT) AND SOCIAL SECURITY OR TAXPAYER ID NUMBERS.

THE SHARES BEING OFFERED BY THE COMPANY ARE OFFERED WITH A MINIMUM SUBSCRIPTION AT THE DISCRETION OF THE COMPANY



EXHIBITS Start Here

Exhibit 1---Form of Subscription Agreement

SUBSCRIPTION AGREEMENT

Each Unit consists of 50,000 Common Shares (par \$0.0001) at \$2.00 Per Share Plus a Warrant to Purchase 50,000 shares at \$4.00 per share and a second Warrant to Purchase 50,000 shares at \$6.00 per share for a Total Price of \$10,000,000 offered by Company Officers and Directors or Registered Broker Dealers on a “Best Efforts” basis Only.

The Warrants will expire 24 months following the purchase of the Unit. The Warrants are redeemable by the Company if the Company’s Common Stock is trading at the \$4.00 price for 20 days and the \$4.00 Warrant is not exercised by the Investor, the Company may redeem the Warrant at \$0.05. If the Common Stock is trading at the \$6.00 per share for 20 days and the \$6.00 Warrant is not purchased by the Investor, the Company may redeem the Warrant at \$0.05.

This opportunity is being offered by Company Officers and Directors or a Placement Agent on a “Best Efforts” Basis Only.

In connection with the proposed issuance of Units at \$50,000 for each Unit, which consists of 50,000 shares of Common Stock and a Warrant to Purchase 50,000 shares at \$4.00 per share and a second Warrant to Purchase 50,000 shares at \$6.00 per share. For a Total Price of \$10,000,000 offered by Company Officers and Directors or a placement agent on a “Best Efforts” basis only. Hemp-Solutions, Inc. (the "Company"), and the undersigned prospective investor ("Investor") hereby agrees as follows:

1. **Subscription.** The Investor hereby subscribes for the purchase of a Unit of the Company at the price \$50,000.00 per unit. The Investor agrees to purchase the number of shares of Common Stock set forth on the signature page of this Subscription Agreement at a price of \$50,000.00 per Unit. The Investor and the Company agree that this Subscription is and shall be irrevocable; however, the Company, in its sole discretion and for any reason, may accept or reject this Subscription Agreement, in whole or in part, at any time not later than 10 days after the date of this Subscription Agreement.

2. **Representations and Warranties.** The Investor makes the representations and warranties set forth below with the intent that the same may be relied upon in determining the Investor's suitability as a purchaser of Common Stock. If the Investor includes or consists of more than one person or entity, the obligations of the Investor shall be joint and several and the representations and warranties herein contained shall be deemed to be made by and be binding upon each such person or entity and their respective heirs, executors, administrators, successors and assigns.

(a) **No Regulatory Review.** The Investor is aware that this Offering is a limited offering and that no federal, state or other agency has made any finding or determination as to the fairness of the investment nor made any recommendation or endorsement of the Common Stock.

(b) **Ability to Evaluate.** The Investor, by reason of the Investor's knowledge and experience in financial and business matters is capable of evaluating the risks and merits of an investment in the Common Stock.

(c) **Investment Intent.** The Investor acknowledges that the purchase of Common Stock hereunder is being made for the Investor's own account, for investment purposes only and not with the present intention of distributing or reselling



Common Stock in whole or in part. The Investor further understands that the Common Stock has not been registered under the Securities Act of 1933, as amended (the "Act"), or under any state securities laws by reason of specific exemptions therefrom, which depend upon, among other things, the accuracy of the Investor's representations as expressed in this Subscription Agreement. The Investor further understands that transfer of the Common Stock is restricted under the Act and under state securities laws. The Investor also understands that said certificates shall contain a restrictive legend not inconsistent with the following language:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF BUYER'S COUNSEL, IN A CUSTOMARY FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT."

The Investor further understands that said Warrant shall contain a restrictive legend not inconsistent with the following language:

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT

PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED

d) Confidentiality. The Investor understands that the information provided to the Investor and any other information discussed with the Investor in connection with this Offering is confidential. The Investor has not distributed and will not distribute the information received and has not divulged and will not divulge the contents thereof or of any oral communication with the Company in connection with this Offering, to anyone other than such legal or financial advisors as the Investor deems necessary for purposes of evaluating an investment in the Common Stock and no one (except such advisors) has used the information provided, and the Investor has not made any copies thereof.

(e) Authorization and Formation of Subscriber. The Investor, if a corporation, partnership, trust or other form of business entity, is authorized and otherwise duly qualified to purchase and hold Common Stock and such entity has not been formed for the specific purpose of acquiring Common Stock in this Offering. If the Investor is one of the aforementioned entities, it hereby agrees that upon request of the Company it will supply the Company with any additional written information that may be requested by the Company.

3. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

4. Signatures. The Investor declares under penalty of perjury that the statements, representations and warranties contained herein are true, correct and complete and that this Subscription Agreement was executed at:

5.

(City, State)

Number of Units: _____

Total purchase price: \$_____

Exact Name(s) in which ownership of Common Stock is to be registered:



Name(s): _____

Address: _____

City, State, and Zip Code: _____

Annual Income: \$ _____ Liquid Net Worth: \$ _____

Initial(s) _____

Investment Objectives:

Blue Chip Growth _____

Income _____

Good Quality Growth _____

Long Term Hold _____

Speculative Appreciation _____

Short Term Trading _____

High Risk Appreciation _____

Initial(s) _____

I can afford to invest in speculative securities and risk loss of _____.

I can afford to invest \$ _____ in high risk securities that have no liquidity and cannot be sold.

Initial(s) _____

Subscriber:

Joint Subscriber: (if necessary)

(Print Name)

(Print Name)

(Signature)

(Signature)

Date: _____

Date: _____

RECEIVED AND ACCEPTED:

\$ _____

Number of Units: _____

Date: _____

Hemp-Solutions Inc.

By: _____



Exhibit 2---Form of Investor Questionnaire

INVESTOR QUESTIONNAIRE

ALL SUBSCRIBERS TO THIS OFFERING MUST COMPLETE THIS QUESTIONNAIRE. THE INFORMATION CONTAINED HEREIN WILL BE KEPT IN STRICT CONFIDENCE AND IS REQUIRED IN ORDER TO ESTABLISH AND CONFIRM THE COMPANY'S COMPLIANCE WITH THE APPLICABLE PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AS THEY RELATE TO THIS OFFERING.

NO SUBSCRIPTION WILL BE CONSIDERED UNLESS THIS QUESTIONNAIRE IS COMPLETED AND RETURNED TOGETHER WITH THE SUBSCRIPTION DOCUMENTS.

PLEASE ANSWER ALL QUESTIONS AS COMPLETELY AS POSSIBLE. IF YOU NEED ADDITIONAL SPACE FOR THE ANSWER TO ANY QUESTION PLEASE ATTACHED SEPARATE SHEETS WITH THE QUESTION BEING ANSWERED CLEARLY MARKED THEREON. IF YOU BELIEVE THAT ANY QUESTION DOES NOT APPLY TO YOU OR TO YOUR CIRCUMSTANCES PLEASE MAKE THE SPACE PROVIDED FOR AN ANSWER "N/A" OR "NOT APPLICABLE".

IF THIS INVESTMENT IS MADE IN MORE THAN ONE NAME, PLEASE COMPLETE THIS QUESTIONNAIRE FOR EACH PERSON MAKING THE INVESTMENT. IF THIS INVESTMENT IS BEING MADE BY A PARTNERSHIP, PLEASE COMPLETE THIS QUESTIONNAIRE FOR EACH PARTNER. IF THIS INVESTMENT IS BEING MADE BY A CORPORATION, PLEASE COMPLETE THIS QUESTIONNAIRE FOR EACH OFFICER AND DIRECTOR.

=====

Please provide the following general information:

General Biographical Information:

Name

Home Address - No. and Street

Social Security # or Federal Taxpayer I.D. #

City, State, Zip code

1. Are you a U.S. Citizen?

If "No", what country are you a citizen of?

_____ Yes _____ No

2. Do you have a residence in the U.S.?

If "Yes", where?

_____ Yes _____ No

3. Do you have any formal education beyond High School level?

If "Yes", please specify:

_____ Yes _____ No

a) number of years of formal education: _____



b) degree(s) received - include year: _____

4. What is your occupation? _____

5. Name of Employer(s) during past 5 years? _____

6. What is your marital status? _____

7. What is your age at your most recent birthday? _____

General financial information:

Accredited Investors: As defined by Regulation D, an individual investor is generally an Accredited Investor if he meets **one or more** of the following criteria:

(1) That he has a net worth, or joint net worth with his spouse, in excess of \$1,000,000 (including both liquid and non-liquid assets and excluding the marital home): or

(2) That he had annual income in excess of \$200,000 for each of the past two years and reasonably expects to have annual income in excess of \$200,000 for the present year; or

(3) That he is a director or officer of the Company or any of its subsidiaries.

Generally, an Investor other than a natural person (i.e., corporations, partnerships and trusts) is an Accredited Investor if it meets either of the following criteria:

(1) All of the entity's equity owners are "accredited" individuals; or

(2) The entity has assets of \$5 million or more and the entity has not been formed solely for the purpose of purchasing securities offered pursuant to Regulation D.

For purposes of suitability, an equity owner is (i) a shareholder in the case of a corporation; (ii) a general or limited partner in the case of a partnership; (iii) a grantor in the case of a revocable trust; or (iv) a trustee and/or beneficiary in the case of an irrevocable trust.

8. After reading the above information concerning the definition of an Accredited Investor please check ONE of the following: (**Note: if you do not answer this question your subscription will be rejected by the Company**)

_____ After reading the above information as to the definition of an Accredited Investor, I confirm that **I AM AN ACCREDITED INVESTOR WITHIN THE ABOVE DEFINITION.**

_____ After reading the above information as to the definition of an Accredited Investor, I confirm that **I AM NOT AN ACCREDITED INVESTOR WITHIN THE ABOVE DEFINITION.**

9. Are the funds being used for this investment borrowed? _____ Yes _____ No

If "Yes", from where? _____

10. Do you presently anticipate a need for any part of the funds being invested during the next 3 years? _____ Yes _____ No

If "Yes", has anyone made you any promise as to when you could sell your Units or receive your money back? _____ Yes _____ No

What was that promise? _____

11. Does anyone contribute to your support or do you have any other source of income other than as stated above?

Note: The answer to this question is optional. _____ Yes _____ No

If "Yes", what is the source of this additional income and how much do you expect it to be on an annual basis?

General Investment information:

12. Have you ever invested in a private placement of securities before? _____ Yes _____ No

If "Yes", how many such investments have you made during the past 5 years and what were the amounts invested?

13. Do you invest in the stock market? _____ Yes _____ No

If "Yes", at present, is your total investments equal:

_____ Less than \$25,000

_____ Over \$25,000 but less than \$50,000

_____ Over \$50,000 but less than \$100,000

_____ Over \$100,000 but less than \$250,000

_____ Over \$250,000

14. Has ANYONE made you any promise or given any assurance about when you will be able to sell the securities, or has ANYONE made you any promise about the price at which you may, in the future, be able to sell these securities?

_____ Yes _____ No

If "Yes" what were those promises?

After completing the above questions, please sign this questionnaire below and return it with your subscription documents.

Dated: _____, 2021

Name

Signature



Exhibit 3---Warrants

WARRANT TO PURCHASE
SHARES OF COMMON STOCK
OF
HEMP-SOLUTIONS, INC.

(Expires Two Years From Purchase Date)

_____, 2025

Number of Shares: _____

Warrant Number _____

This certifies that _____ or assigns (the "Holder"), for value received and subject to the provisions hereinafter set forth, is entitled to purchase from Hemp Solutions, Inc., a Wyoming corporation (together with its successors and assigns, the "Company") _____ (_____) validly issued, fully paid and non-assessable shares of the Company's Common Stock, \$0.001 par value per share (such stock being hereinafter referred to as the "Common Stock" and such Common Stock as may be acquired upon exercise hereof being hereinafter referred to as the "Warrant Stock"), at the price of _____ per share.

This Warrant is subject to the following provisions, terms and conditions:

1. Term, Exercise and Issuance.

(a) *Term.* The right to subscribe for and purchase shares of Warrant Stock represented hereby shall commence on _____, 2025 (the "Issue Date"), and shall expire at the earlier of: (i) 5:00 p.m., Pacific time, on **Two Years Later.**

(b) *Time of Exercise.* This Warrant may be exercised in whole or in part (but not as to any fractional share of Common Stock) at any time and from time to time during the Term commencing on the Issue Date.

(c) *Method of Exercise.* The rights represented by this Warrant may be exercised, in whole or in part, by the Holder by written notice of exercise substantially in the form attached hereto delivered to the Secretary of the Company at the principal office of the Company. Payment must be received by the Company within ten (10) days from the date written notice is received by the Company. Payment to the Company may be made by cash, certified check, bank draft or wire transfer to an account designated by the Company of the purchase price of the shares of Warrant Stock being purchased, or as provided in Section 1(d) below.

(d) *Issuance of Stock Certificates.* The Company agrees that the Warrant Stock so purchased shall be and is deemed to be issued as of the close of business on the date on which this Warrant shall have been surrendered and payment received by the Company for such Warrant Stock. Certificates for the shares of Warrant Stock so purchased shall be delivered to the Holder within a reasonable time, not exceeding five (5) business days after the rights represented by this Warrant shall have been so exercised and payment received by the Company. Unless this Warrant has expired, a new Warrant representing the number of shares of Warrant Stock, if any, with respect to which this Warrant has not been exercised shall also be delivered to the Holder within such time.

2. Covenants of Company. The Company covenants and agrees that all shares of Warrant Stock that may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be duly authorized, validly issued, fully paid and non-assessable and free from all taxes, liens and charges created by or through the Company. The Company further covenants and agrees that until expiration of this Warrant, the Company will at all times have authorized and reserved for the purpose of issuance or transfer upon exercise of the rights evidenced by this Warrant, a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by this Warrant.



3. Exercise Price and Share Adjustments. The initial number of shares of Common Stock purchasable upon exercise of this Warrant and the exercise price payable therefor shall be subject to adjustment from time to time, as provided below:

(a) In case the Company shall at any time hereafter subdivide or combine the outstanding shares of Common Stock or declare a dividend payable in Common Stock, the total number of shares of Common Stock purchasable upon the exercise of this Warrant shall be adjusted so that the Holder shall be entitled to receive the number of shares of Common Stock which the Holder would have owned or have been entitled to receive immediately following any of the events described above had this Warrant been exercised in full immediately prior to any such event. An adjustment made pursuant to this Section 3(a) shall, in the case of a subdivision or combination, be made as of the effective date thereof, and in the case of a stock dividend, becomes effective as of the record date therefor. In the event of any such adjustment of the total number of shares of Common Stock purchasable upon the exercise of this Warrant, the exercise price shall be adjusted to be the amount resulting from dividing the number of shares of Common Stock covered by this Warrant immediately after such adjustment into the total amount payable upon exercise of this Warrant in full immediately prior to such adjustment.

(b) If any capital reorganization or reclassification of the capital stock of the Company (other than a subdivision or combination referred to in Section 3(a) hereof), or consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets to another corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for such Common Stock, then, as a condition of such reorganization, reclassification, consolidation, merger or sale, the Holder shall have the right to purchase and receive upon the basis and upon the terms and conditions specified in this Warrant and in lieu of the Common Stock immediately theretofore purchasable and receivable upon the exercise of the rights represented hereby, such shares of stock, securities or assets as would have been issued or delivered to the Holder if he had exercised this Warrant and had received upon exercise of this Warrant the Common Stock prior to such reorganization, reclassification, consolidation, merger or sale, unless prior to the consummation thereof the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument executed and mailed to the Holder at the last address of the Holder appearing on the books of the Company, the obligation to deliver to the Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, the Holder may be entitled to purchase.

(c) No fractional shares of Common Stock are to be issued upon the exercise of this Warrant, but the Company shall pay a cash adjustment in respect of any fraction of a share which would otherwise be issuable in an amount equal to the same fraction of the market price per share of Common Stock on the date of exercise.

(d) Upon any adjustment of the exercise price or number of shares purchasable hereunder, the Company shall give written notice thereof, by first class mail, postage prepaid, addressed to the Holder at the address of the Holder as shown on the books of the Company, which notice shall state the Warrant exercise price resulting from such adjustment and the increase or decrease, if any, in the number of shares purchasable at such price upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

4. Holder Not Deemed a Stockholder. The Holder shall not be entitled to vote on or be deemed the holder of Common Stock or any other securities which may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or give or withhold consent to any corporate action (whether upon any recapitalization, issue of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings or other actions affecting stockholders, or to receive dividends or subscription rights or otherwise, until the rights to purchase Warrant Stock hereunder shall have been exercised.

5. Redeemable by the Company. The Warrants are redeemable by the Company if the Company's Common Stock is trading at the Warrant Price for 20 days and the Warrant is not purchased by the Investor, the Company may redeem the Warrant at \$0.05.

6. Transferability of Warrant. If transferred pursuant to this Section 5 and subject to the provisions of Section 6, this Warrant may be transferred on the books of the Company by the Holder hereof in person or by duly authorized attorney, upon surrender of this Warrant at the principal office of the Company, properly endorsed (by the Holder executing an assignment in the form attached hereto) and upon payment of any necessary transfer tax or other governmental charge imposed upon such transfer. This Warrant is exchangeable at the principal office of the Company for Warrants for the purchase of the same aggregate number of shares of Warrant Stock, each new Warrant to represent the right to purchase such number of shares of Warrant Stock as the Holder hereof shall designate at the time of such exchange. All Warrants issued on transfers or exchanges shall be dated the Issue Date and shall be identical with this Warrant except as to the number of shares of Warrant Stock



issuable pursuant hereto. The Holder will not make any such disposition unless or until: (i) a registration statement under the Securities Act of 1933, as amended (the "Securities Act") covering the proposed distribution has been filed by the Company and has become effective, (ii) the disposition is made in accordance with Rule 144 under the Securities Act or (iii) the Company has received an opinion of counsel for the Holder reasonably satisfactory to the Company stating that registration under the Securities Act is not required with respect to such disposition.

7. Compliance with Securities Laws. The Holder acknowledges and agrees that this Warrant and any shares of Warrant Stock which may be acquired upon exercise hereof are being or will be acquired for investment purposes and not with a view toward the distribution or sale thereof. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws. The Holder also understands that said certificates shall contain a restrictive legend not inconsistent with the following language:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF BUYER'S COUNSEL, IN A CUSTOMARY FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT."

8. Loss, Theft, Destruction of Warrants. Upon receipt of evidence satisfactory to the Company of the ownership of and the loss, theft, destruction or mutilation of any Warrant and, in the case of any such loss, theft or destruction, upon receipt of indemnity or security reasonably satisfactory to the Company or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant, a new Warrant of like tenor and representing the right to purchase the same number of shares of Common Stock.

9. Amendment and Waiver. Any term, covenant, agreement or condition in this Warrant may be amended, or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Company and the Holder or Holders; provided, however, that no such amendment or waiver shall reduce the number of shares of Warrant Stock, increase the price per share of the Warrant Stock, shorten the period during which this Warrant may be exercised or modify any provision of this Section 8 without the consent of the Holder of this Warrant.

10. Notices. Unless otherwise provided herein, all demands, notices, consents, service of process, requests and other communications hereunder shall be in writing and shall be delivered in person or by overnight courier service, or mailed by certified mail, return receipt requested. The addresses for such communications shall be with respect to the Holder of this Warrant or of Warrant Stock issued pursuant hereto, addressed to such Holder at its last known address or facsimile number appearing on the books of the Company maintained for such purposes, or with respect to the Company, addressed to HEMP-SOLUTIONS, Inc. 774 Mays Blvd unit 10-536 Incline Village, Nevada 89451

Any such notice shall be effective (a) when delivered, if delivered by hand delivery or overnight courier service, or (b) three (3) business days after deposited in the United States mail, postage prepaid, as applicable. Any party hereto may from time to time change its address for notices by giving at least ten (10) days written notice of such changed address to the other party hereto.

11. Successors and Assigns. This Warrant and the rights evidenced hereby shall inure to the benefit of and be binding upon the successors and assigns of the Issuer, the Holder hereof and (to the extent provided herein) the Holders of Warrant Stock issued pursuant hereto and shall be enforceable by any such Holder or Holder of Warrant Stock.

12. Modification and Severability. If, in any action before any court or agency legally empowered to enforce any provision contained herein, any provision hereof is found to be unenforceable, then such provision shall be deemed modified to the extent necessary to make it enforceable by such court or agency. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Warrant, but this Warrant shall be construed as if such unenforceable provision had never been contained herein.



13. Governing Law. This warrant shall be governed by and construed in accordance with the laws of the State of Wyoming, without giving effect to its conflicts of law principles.

14. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Warrant, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

15. Titles and Subtitles. The titles and subtitles used in this Warrant are for convenience only and are not to be considered in construing or interpreting this Warrant.

16. Counterparts. This Warrant may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has executed this Warrant as of the Issue Date.

HEMP-SOLUTIONS, INC.

By: _____
Name: Frank Celecia
Its: President/CEO

HOLDER

Accepted as of the Issue Date:

By: _____
Name:

EXERCISE FORM

HEMP-SOLUTIONS, INC.

The undersigned, _____, pursuant to the provisions of the within Warrant, hereby elects to purchase _____ shares of Common Stock of Hemp Solutions, Inc, covered by the within Warrant. Payment of the purchase price per share of Common Stock required under the within Warrant, accompanies this Exercise Form.

HOLDER

By _____
(Name)

(Address)

Date: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the within Warrant and all rights evidenced thereby and does irrevocably constitute and appoint _____, attorney, to transfer the said Warrant on the books of the within named corporation.

HOLDER

By _____
(Name)



(Address)

Date: _____

ASSIGNEE

By _____
(Name)

(Address)

Date: _____

PARTIAL ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the right to purchase _____ shares of Warrant Stock evidenced by the within Warrant together with all rights therein, and does irrevocably constitute and appoint _____, attorney, to transfer that part of the said Warrant on the books of the within named corporation.

HOLDER

By _____
(Name)

(Address)

Date: _____



ASSIGNEE

By _____
(Name)

(Address)

Date: _____

FOR USE BY THE ISSUER ONLY:

This Warrant No. _____ canceled (or transferred or exchanged) this _____ day of _____, _____, shares of Common Stock issued therefor in the name of _____, Warrant No. _____ issued for _____ shares of Common Stock in the name of _____.