UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2018

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____to _____

Commission file number: 000-27039

MARIJUANA COMPANY OF AMERICA, INC.
(Exact name of registrant as specified in its charter)

Utah	**98-1246221**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1340 West Valley Parkway
Suite 205
Escondido, CA 92029
(Address of principal executive offices) (zip code)

(888) 777-4362
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☒
Emerging growth company	☒		

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 16, 2018, there were 2,309,801,245 shares of registrant's common stock outstanding.

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PART 1 – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

MARIJUANA COMPANY OF AMERICA, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS

	June 30, 2018 (unaudited)	December 31, 2017 (audited)
ASSETS		
Current assets:		
Cash	$ 54,370	$ 249,831
Accounts receivable, net	4,790	4,862
Inventory	336,002	163,720
Total current assets	395,162	418,413
Property and equipment, net	14,853	13,568
Other assets:		
Investments	722,200	695,477
Security deposit	2,500	2,500
Total assets	$ 1,134,715	$ 1,129,958
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable	$ 305,105	$ 306,561
Accrued compensation	195,000	—
Accrued interest	91,851	40,155
Debt obligation of Joint venture	—	1,500,000
Notes payable, related party	82,085	542,573
Convertible notes payable, net of debt discount of $1,136,295 and $924,340, respectively	1,075,145	394,555
Warrant liability	2,842,458	5,859,635
Contingent Liability	1,676,870	—
Derivative liability	4,941,822	1,934,097
Total current liabilities	11,210,336	10,577,576
Long term debt:		
Convertible notes payable, net of debt discount of $0 and $308,280, respectively	—	172,856
Derivative liability	—	697,278
Total long term debt	—	870,134
Total liabilities	11,210,336	11,447,710
Stockholders' deficit:		
Preferred stock, $0.001 par value, 50,000,000 shares authorized		
Class A preferred stock, $0.001 par value, 10,000,000 shares designated, 10,000,000 shares issued and outstanding as of June 30, 2018 and December 31, 2017	10,000	10,000
Common stock, $0.001 par value; 5,000,000,000 shares authorized; 2,241,490,270 and 2,103,464,006 shares issued and outstanding as of June 30, 2018 and December 31, 2017, respectively	2,241,490	2,103,464
Common stock subscriptions	190,000	—
Additional paid in capital	33,865,599	30,456,888
Accumulated deficit	(46,382,710)	(42,888,104)
Total stockholders' deficit	(10,075,621)	(10,317,752)
Total liabilities and stockholders' deficit	$ 1,134,715	$ 1,129,958

See the accompanying notes to these unaudited condensed consolidated financial statements

MARIJUANA COMPANY OF AMERICA, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
REVENUES:				
Sales	$ 28,435	$ 11,130	$ 47,445	$ 17,023
Cost of sales	4,164	8,809	14,610	12,158
Gross Profit	24,271	2,321	32,835	4,865
OPERATING EXPENSES:				
Selling, general and administrative expenses	861,886	373,082	1,163,365	18,351,836
Depreciation	1,525	405	2,918	647
Total operating expenses	863,411	373,487	1,166,283	18,352,483
Net loss from operations	(839,140)	(371,166)	(1,133,448)	(18,347,618)
OTHER INCOME (EXPENSES):				
Interest expense, net	(1,350,633)	(761,500)	(2,081,379)	(883,221)
Legal Contingency Expense	(1,676,870)	—	(1,676,870)	—
Impairment of Joint Ventures	(296,761)	(1,500,000)	(296,761)	(1,500,000)
Loss on equity investment	(11,043)	—	(48,716)	—
(Loss) gain on change in fair value of derivative liabilities	(3,470,957)	10,079	1,585,729	29,968
Gain on settlement of debt	—	—	156,839	—
Total other income (expense)	(6,806,264)	(2,251,421)	(2,361,158)	(2,353,253)
Net loss before income taxes	(7,645,404)	(2,622,587)	(3,494,606)	(20,700,871)
Income taxes (benefit)	—	—	—	—
NET LOSS	$ (7,645,404)	$ (2,622,587)	$ (3,494,606)	$ (20,700,871)
Loss per common share, basic and diluted	$ (0.003)	$ (0.001)	$ (0.002)	$ (0.011)
Weighted average number of common shares outstanding, basic and diluted	2,223,287,468	1,978,926,336	2,172,975,001	1,828,749,518

See the accompanying notes to these unaudited condensed consolidated financial statements

MARIJUANA COMPANY OF AMERICA, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIT
SIX MONTHS ENDED JUNE 30, 2018

	Class A Preferred Stock		Common Stock		Common Stock	Additional Paid In	Accumulated	
	Shares	Amount	Shares	Amount	Subscriptions	Capital	Deficit	Total
Balance, December 31, 2017	10,000,000	$ 10,000	2,103,464,006	$2,103,464	$ —	$30,456,888	$(42,888,104)	$(10,317,752)
Common stock issued for services rendered	—	—	1,750,794	1,751	—	89,154	—	90,905
Common stock issued in settlement of convertible notes payable and accrued interest	—	—	42,140,428	42,140	—	720,510	—	762,650
Common stock issued in settlement of related party notes payable and accrued compensation	—	—	75,928,246	75,928	—	683,355	—	759,283
Common stock issued in exchange for exercise of warrants on a cashless basis	—	—	18,206,796	18,207	—	(18,207)	—	—
Proceeds from common stock subscriptions	—	—	—	—	190,000	—	—	190,000
Reclassification of derivative liabilities	—	—	—	—	—	1,456,550	—	1,456,550
Reclassification of warrant liability	—	—	—	—	—	691,850	—	691,850
Stock based compensation	—	—	—	—	—	(214,501)	—	(214,501)
Net income	—	—	—	—	—	—	(3,494,606)	(3,494,606)
Balance, June 30, 2018 (unaudited)	10,000,000	$ 10,000	2,241,490,270	$2,241,490	$ 190,000	$33,865,599	$(46,382,710)	$(10,075,621)

See the accompanying notes to these unaudited condensed consolidated financial statements

MARIJUANA COMPANY OF AMERICA, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Six months ended June 30,	
	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (3,494,606)	$ (20,700,871)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	2,918	647
Amortization of debt discount	1,111,324	27,497
Bad debt expense	1,559	—
Non cash interest	900,517	883,221
Gain on change in fair value of derivative liabilities	(1,585,729)	(29,968)
Impairment of investment in BV joint venture	296,761	—
Impairment of investment in joint venture	—	1,500,000
Stock based compensation	(123,596)	17,816,458
Notes payable issued in settlement of accrued compensation		167,241
Legal Contingency Expense	1,676,870	—
Gain on settlement of debt	(156,839)	—
Loss on equity investment	48,716	—
Changes in operating assets and liabilities:		
Accounts receivable	(1,487)	(16,308)
Inventory	(172,282)	(57,185)
Accounts payable	68,085	8,137
Accrued compensation	390,000	(32,710)
Net cash used in operating activities	(1,037,789)	(433,841)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(372,200)	(280,000)
Purchase of property and equipment	(4,203)	(4,860)
Net cash used in investing activities	(376,403)	(284,860)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of notes payable	924,940	99,965
Proceeds from issuance of notes payable, related party	103,791	395,880
Proceeds from common stock subscription	190,000	—
Proceeds from sale of common stock	—	85,000
Net cash provided by Financing activities	1,218,731	580,845
Net decrease in cash	(195,461)	(137,856)
Cash-beginning of period	249,831	147,486
Cash-end of period	$ 54,370	$ 9,630
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Interest paid	$ —	$ —
Taxes paid	$ —	$ —
Non cash financing activities:		
Common stock issued in settlement of convertible notes payable	$ 762,650	$ —
Common stock issued in settlement of related party notes payable and accrued compensation	$ 759,283	$ —

See the accompanying notes to these unaudited condensed consolidated financial statements

NOTE 1 – NATURE OF OPERATIONS AND BASIS OF PRESENTATION

Marijuana Company of America, Inc. (The "Company") was incorporated under the laws of the State of Utah in October 1985 under the name Mormon Mint, Inc. The corporation was originally a startup company organized to manufacture and market commemorative medallions related to the Church of Jesus Christ of Latter Day Saints. On January 5, 1999, Bekam Investments, Ltd. acquired one hundred percent of the common shares of the Company and spun the Company off changing its name Converge Global, Inc. From August 13, 1999 until November 20, 2002, the Company focused on the development and implementation of Internet web content and e-commerce applications. In October 2009, in a 30 for 1 exchange, the Company merged with Sparrowtech, Inc. for the purpose of exploration and development of commercially viable mining properties. From 2009 to 2014, we operated primarily in the mining exploration business.

In 2015, the Company changed its business model to a marketing and distribution company for medical marijuana. In conjunction with the change, the Company changed its name to Marijuana Company of America, Inc. At the time of the transition in 2015, there were no remaining assets, liabilities or operating activities of the mining business.

On September 21, 2015, the Company formed H Smart, Inc., a Delaware corporation as a wholly owned subsidiary for the purpose of operating the hempSMART™ brand.

On February 1, 2016, the Company formed MCOA CA, Inc., a California corporation as a wholly owned subsidiary to facilitate mergers, acquisitions and the offering of investments or loans to the Company.

On May 3, 2017, the Company formed Hempsmart Limited, a United Kingdom corporation as a wholly owned subsidiary for the purpose of future expansion into the European market.

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries: H Smart, Inc., Hempsmart Limited and MCOA CA, Inc. All significant intercompany balances and transactions have been eliminated in consolidation.

The unaudited condensed interim financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information and the instructions to Form 10-Q and Rule 8-03 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included.

The condensed balance sheet as of December 31, 2017 has been derived from audited financial statements.

Operating results for the three and six months ended June 30, 2018 are not necessarily indicative of results that may be expected for the year ending December 31, 2018. These condensed financial statements should be read in conjunction with the audited financial statements for the year ended December 31, 2017.

NOTE 2 – GOING CONCERN AND MANAGEMENT'S LIQUIDITY PLANS

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As shown in the accompanying financial statements during six months ended June 30, 2018, the Company incurred net loss of $3,494,606 and used cash in operations of $1,037,789. These factors among others may indicate that the Company will be unable to continue as a going concern for a reasonable period of time.

The Company's primary source of operating funds in 2018 has been from revenue generated from proceeds from the issuance of convertible and other debt. The Company has experienced net losses from operations since inception, but expects these conditions to improve in 2018 and beyond as it develops its business model. The Company has stockholders' deficiencies at June 30, 2018 and requires additional financing to fund future operations.

The Company's existence is dependent upon management's ability to develop profitable operations and to obtain additional funding sources. There can be no assurance that the Company's financing efforts will result in profitable operations or the resolution of the Company's liquidity problems. The accompanying statements do not include any adjustments that might result should the Company be unable to continue as a going concern.

NOTE 3 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition

Effective January 1, 2018, the Company recognizes revenue in accordance with Accounting Standards Codification 2014-09, Revenue from Contracts with Customers (Topic 606), which supersedes the revenue recognition requirements in Topic 605, Revenue Recognition, and most industry-specific revenue recognition guidance throughout the Industry Topics of the Accounting Standards Codification. The updated guidance states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance also provides for additional disclosures with respect to revenues and cash flows arising from contracts with customers. The standard will be effective for the first interim period within annual reporting periods beginning after December 15, 2017, and the Company adopted the standard using the modified retrospective approach effective January 1, 2018.

At the time of each transaction, management assesses whether the fee associated with the transaction is fixed or determinable and whether or not collection is reasonably assured. The assessment of whether the fee is fixed or determinable is based upon the payment terms of the transaction. Collectability is assessed based on a number of factors, including past transaction history with the client and the creditworthiness of the client.

The Company's primary sources of revenue are from the sale of products relating to the cannabis industry. Revenues for the products sold are not recorded until received by the customer and collections are reasonably assured. Provisions for discounts and rebates to customers, estimated returns and allowances, and other adjustments are provided for in the same period the related revenue is recorded. The Company defers any revenue for which the services has not been performed or is subject to refund until such time that the Company and the customer jointly determine that the performance obligations have been performed or no refund will be required.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the fair value of the Company's stock, stock-based compensation, fair values relating to derivative liabilities, debt discounts and the valuation allowance related to deferred tax assets. Actual results may differ from these estimates.

Cash

The Company considers cash to consist of cash on hand and temporary investments having an original maturity of 90 days or less that are readily convertible into cash.

Concentrations of credit risk

The Company's financial instruments that are exposed to a concentration of credit risk are cash and accounts receivable. Occasionally, the Company's cash and cash equivalents in interest-bearing accounts may exceed FDIC insurance limits. The financial stability of these institutions is periodically reviewed by senior management.

Accounts Receivable

Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are periodically evaluated for collectability based on past credit history with customers and their current financial condition.

Allowance for Doubtful Accounts

Any charges to the allowance for doubtful accounts on accounts receivable are charged to operations in amounts sufficient to maintain the allowance for uncollectible accounts at a level management believes is adequate to cover any probable losses. Management determines the adequacy of the allowance based on historical write-off percentages and the current status of accounts receivable. Accounts receivable are charged off against the allowance when collectability is determined to be permanently impaired. As of June 30, 2018 and December 31, 2017, allowance for doubtful accounts was $-0-.

Inventories

Inventories are stated at the lower of cost or market with cost being determined on a first-in, first-out (FIFO) basis. The Company writes down its inventory for estimated obsolescence or unmarketable inventory equal to the difference between the cost of inventory and the estimated market value based upon assumptions about future demand and market conditions. If actual market conditions are less favorable than those projected by management, additional inventory write-downs may be required. During the periods presented, there were no inventory write-downs.

Cost of sales

Cost of sales is comprised of cost of product sold, packaging, and shipping costs.

Stock Based Compensation

The Company measures the cost of services received in exchange for an award of equity instruments based on the fair value of the award. For employees and directors, the fair value of the award is measured on the grant date and for non-employees, the fair value of the award is generally re-measured on vesting dates and interim financial reporting dates until the service period is complete. The fair value amount is then recognized over the period during which services are required to be provided in exchange for the award, usually the vesting period. Stock-based compensation expense is recorded by the Company in the same expense classifications in the statements of operations, as if such amounts were paid in cash. As of June 30, 2018, there were outstanding stock options to purchase 1,000,000,000 shares of common stock, 916,666,667 shares of which were vested. (See Note 9)

Net Loss per Common Share, basic and diluted

The Company computes earnings (loss) per share under Accounting Standards Codification subtopic 260-10, Earnings Per Share ("ASC 260-10"). Net loss per common share is computed by dividing net loss by the weighted average number of shares of common stock outstanding during the year. Diluted earnings per share, if presented, would include the dilution that would occur upon the exercise or conversion of all potentially dilutive securities into common stock using the "treasury stock" and/or "if converted" methods as applicable.

The computation of basic and diluted income (loss) per share as of June 30, 2018 and 2017 excludes potentially dilutive securities when their inclusion would be anti-dilutive, or if their exercise prices were greater than the average market price of the common stock during the period.

Potentially dilutive securities excluded from the computation of basic and diluted net loss per share are as follows:

	June 30, 2018	June 30, 2017
Convertible notes payable	151,807,695	74,991,778
Options to purchase common stock	1,000,000,000	1,000,000,000
Warrants to purchase common stock	74,022,722	—
Restricted stock units	10,000,000	10,000,000
Total	1,235,830,417	1,084,991,778

Property and Equipment

Property and equipment are stated at cost. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. For financial statement purposes, property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives of 3 to 5 years.

Investments

The Company follows Accounting Standards Codification subtopic 321-10, Investments-Equity Securities ("ASC 321-10) which requires the accounting for equity security to be measured at fair value with changes in unrealized gains and losses are included in current period operations. Where an equity security is without a readily determinable fair value, the Company may elect to estimate its fair value at cost minus impairment plus or minus changes resulting from observable price changes (See Note 4).

Derivative Financial Instruments

The Company classifies as equity any contracts that (i) require physical settlement or net-share settlement or (ii) provide the Company with a choice of net-cash settlement or settlement in its own shares (physical settlement or net-share settlement) providing that such contracts are indexed to the Company's own stock. The Company classifies as assets or liabilities any contracts that (i) require net-cash settlement (including a requirement to net cash settle the contract if an event occurs and if that event is outside the Company's control) or (ii) gives the counterparty a choice of net-cash settlement or settlement in shares (physical settlement or net-share settlement). The Company assesses classification of its common stock purchase warrants and other free-standing derivatives at each reporting date to determine whether a change in classification between equity and liabilities is required.

The Company's free-standing derivatives consisted of conversion options embedded within its issued convertible debt and warrants with anti-dilutive (reset) provisions. The Company evaluated these derivatives to assess their proper classification in the balance sheet using the applicable classification criteria enumerated under GAAP. The Company determined that certain conversion and exercise options do not contain fixed settlement provisions. The convertible notes contain a conversion feature and warrants have a reset provision such that the Company could not ensure it would have adequate authorized shares to meet all possible conversion demands.

As such, the Company was required to record the conversion feature and the reset provision which does not have fixed settlement provisions as liabilities and mark to market all such derivatives to fair value at the end of each reporting period.

The Company has adopted a sequencing policy that reclassifies contracts (from equity to assets or liabilities) with the most recent inception date first. Thus any available shares are allocated first to contracts with the most recent inception dates.

Fair Value of Financial Instruments

Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of June 30, 2018 and December 31, 2017. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values. These financial instruments include cash and accounts payable. Fair values were assumed to approximate carrying values for cash, accounts payables and short term notes because they are short term in nature.

Advertising

The Company follows the policy of charging the costs of advertising to expense as incurred. The Company charged to operations $15,000 and $70,745 for the three and six months ended June 30, 2018 and $10,419 and $32,381 for the three and six months ended June 30, 2017, respectively; as advertising costs.

Income Taxes

Deferred income tax assets and liabilities are determined based on the estimated future tax effects of net operating loss and credit carry forwards and temporary differences between the tax basis of assets and liabilities and their respective financial reporting amounts measured at the current enacted tax rates. The Company records an estimated valuation allowance on its deferred income tax assets if it is not more likely than not that these deferred income tax assets will be realized.

The Company recognizes a tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. As of June 30, 2018 and 2017, the Company has not recorded any unrecognized tax benefits.

Segment Information

Accounting Standards Codification subtopic Segment Reporting 280-10 ("ASC 280-10") establishes standards for reporting information regarding operating segments in annual financial statements and requires selected information for those segments to be presented in interim financial reports issued to stockholders. ASC 280-10 also establishes standards for related disclosures about products and services and geographic areas. Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, in making decisions how to allocate resources and assess performance. The information disclosed herein materially represents all of the financial information related to the Company's only material principal operating segment.

Recent Accounting Pronouncements

There are various updates recently issued, most of which represented technical corrections to the accounting literature or application to specific industries and are not expected to a have a material impact on the Company’s financial position, results of operations or cash flows.

Subsequent Events

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required adjustment or disclosure in the financial statements, except as disclosed.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment as of June 30, 2018 and December 31, 2017 is summarized as follows:

	June 30, 2018	December 31, 2017
Computer equipment	$ 15,207	$ 11,004
Furniture and fixtures	5,140	5,140
Subtotal	20,347	16,144
Less accumulated depreciation	(5,394)	(2,576)
Property and equipment, net	$ 14,853	$ 13,568

Property and equipment are stated at cost and depreciated using the straight-line method over their estimated useful lives of 3 years. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings.

Depreciation expense was $1,525 and $2,918 for the three and six months ended June 30, 2018; and $405 and $647 for the three and six months ended June 30, 2017, respectively.

NOTE 4 – INVESTMENTS

MoneyTrac

On March 13, 2017, the Company entered into a stock purchase agreement to acquire up to 15,000,000 common shares of MoneyTrac Technology, Inc., a corporation organized and operating under the laws of the state of California, for a total purchase price of $250,000 representing approximately 19.8% ownership at the time of the agreement. As of December 31, 2017, the Company had acquired 15,000,000 common shares for $250,000 representing approximately 15% ownership. In connection with the investment, Donald Steinberg, the Company's President and Chief Executive Officer and Director, was appointed as a board member to MoneyTrac. Mr. Steinberg resigned his position on July 18, 2017. On April 14, 2018, MoneyTrac informed the Company that due to unregistered sales of its common stock, the Company's interest in MoneyTrac was reduced to 6%. The Company accounts for its investment in MoneyTrac Technology, Inc. at estimated market fair value. The Company has elected to estimate its fair value at cost minus impairment plus or minus changes resulting from observable price changes since the equity security does not have a readily determinable fair value.

BV-MCOA Management, LLC

The standalone unaudited financial statements of the BV- MCOA Management LLC Joint Venture as of June 30, 2018 and December 31, 2017 were as follows:

	June 30, 2018	December 31, 2017
Deposits	$ -	$ 187,312
Note Due From Related Party	101,395	79,811
Fixed Assets	259,290	161,175
Intangible License	113,808	
Land	274,000	274,000
Total Assets	$ 748,493	$ 702,298
Accounts Payable	72,869	$ 4,365
Total Liabilities	$ 72,869	4,365
Equity	675,624	697,934
Total Assets and Liabilities	$ 748,493	$ 702,298

On March 16, 2017, the Company entered into a Joint Venture Agreement ("Agreement") with Bougainville Ventures, Inc., a corporation organized under the laws of Canada to engage in the development and promotion of products in the legalized marijuana industry in the state of Washington under the name of BV-MCOA Management LLC. Ownership and voting control is divided on a 49.5% basis with neither party having effective control.

On November 6, 2017, the Company amended a material definitive agreement not made in the ordinary course of its business. The parties to the agreement are the Company and Bougainville Ventures, Inc. ("Bougainville"). On March 16, 2017, the Company and Bougainville previously entered into a Joint Venture Agreement ("Agreement"). The Agreement required the Company to raise funds for the Joint Venture Project in the amount of not less than one million dollars ($1,000,000). Pursuant to Section 12.9 of the Agreement, the Company and Bougainville entered into a written amendment of the Agreement which changed the Company's funding obligation from one million dollars ($1,000,000) to eight hundred thousand dollars ($800,000), and separately required the Company to issue to Bougainville or its designee fifteen million (15,000,000) shares of its restricted common stock pursuant to the Reg. D exemption from registration pursuant to the 1933 Securities and Exchange Act.

The net carrying amount of the investment of $0 is comprised of a 49.5% ownership of BV-MCOA Management LLC and is accounted for using the equity method of accounting. The Company's 49.5% income earned by BV-MCOA Management LLC will recorded as other income/expense in the Company's Statement of Operations in the appropriate periods. The Company's 49.5% loss incurred by the Company's interest was $11,043 and $48,716 for the three and six months ended June 30, 2018 and $0 for the three and six months ended June 30, 2017, respectively, and was recorded as other income/expense in the Company's Statement of Operations in the appropriate periods. In addition, the Company impaired the remaining book value of $296,761 and recorded impairment during the three and six months ended June 30, 2018.

Benihemp

On June 16, 2017, the Company entered into a Loan Agreement ("Agreement") with Conveniant Hemp Mart, LLC ("Benihemp"), a limited liability company formed and operating under the laws of the State of Wyoming. Pursuant to the Agreement, Benihemp executed a promissory note for a principal loan amount of $50,000, accruing interest at the rate of 4% per annum and payable in one year, subject to one-time six-month repayment extension. The Agreement also provided that the Company shall have the option to waive repayment of the note and pay Benihemp an additional $50,000 payment in exchange for a 25% membership interest in Benihemp's limited liability company.

Conveniant Hemp Mart, LLC is a Wyoming limited liability company whose business plan includes the development, manufacture and sale of consumer products containing CBD that are intended for marketing and sales at convenience stores, gas stations and markets. On July 19, 2017, we agreed to lend fifty thousand dollars ($50,000) to Conveniant based on a promissory note. The note provided that in lieu of receiving repayment, we could elect to exercise a right to convert the loaned amount into a payment towards the purchase of a 25% interest in Conveniant, subject to our payment of an additional fifty thousand dollars $50,000 equaling a total purchase price of $100,000. The Company exercised this option on November 20, 2017 and made payment to Conveniant on November 21, 2017. Conveniant developed a line of consumer products containing industrial hemp derived CBD with no traceable THC content. The product line includes tinctures that combine industrial hemp-derived CBD with hemp seed oil, coconut oil and other essential natural oils; a muscle cream product that combines industrial hemp-derived CBD with natural oils; a hand lotion that combines industrial hemp derived CBD with lavender oils; and a line of pet treats that combine industrial hemp-derived CBD with natural oils. Conveniant began its initial marketing efforts by introducing its brand and products at the ASD Market Tradeshow in Las Vegas that took place in March 2018. The ASD Market Tradeshow is a business to business convention where retail merchandise is introduced to various consumer market segments, including Conveniant's primary focus on convenience stores, gas stations, small markets and similar venues. Conveniant Hemp Mart's operations are in the development stage.

GateC Research, Inc.

On March 17, 2017, the Company and GateC Research, Inc. ("GateC") entered into a Joint Venture Agreement ("Agreement") whereby the Company committed to raise up to one and one-half million dollars ($1,500,000) over a six-month period, with a minimum commitment of five hundred thousand ($500,000 USD) within a three (3) month period; and, information establishing brands and systems for the representation of marijuana related products and derivatives comprised of management, marketing and various proprietary methodologies, including but not limited to its affiliate marketing program, directly tailored to the marijuana industry.

GateC agreed to contribute its management and control services and systems related to marijuana grow operations in Adelanto County, California, and its permit to grow marijuana in an approved zone in Adelanto, California. GateC did not own a physical site for its operation in Adelanto County, California, and GateC's permit to grow marijuana did not contain a conditional use permit.

On or about November 28, 2017, GateC and the Registrant orally agreed to a suspension of the Registrant's funding commitment, pending the finalization of California State regulations governing the growth, cultivation and distribution of marijuana.

On March 19, 2018, the Company terminated a material definitive agreement not made in the ordinary course of its business. The parties to the agreement are the Company and GateC. With the exception of the entry into a Recession and Mutual Release Agreement terminating the material definitive agreement, no material relationship exists between the Registrant, or any of the Registrant's affiliates or control persons on the one hand, and GateC, and any of its affiliates or control persons on the other hand.

In connection with the agreement dated November 28, 2017, the Company recorded a debt obligation of $1,500,000 to the Joint Venture and a corresponding impairment charge of $1,500,000 relating the Agreement dated March 17, 2017 during the year ended December 31, 2017. Upon termination of the material definitive agreement on March 19, 2018, the Company realized a gain on settlement of debt obligation of $1,500,000 during the six months ended June 30, 2018.

Global Hemp Group JV/New Brunswick

On June 15, 2018, the Company entered into a Joint Venture Agreement ("Agreement") with Global Hemp Group, Inc., a Canadian corporation ("Global Hemp Group"). The Company will assist Global Hemp Group in developing commercial hemp production in New Brunswick, Canada. In 2017, the Company shared the costs of an ongoing hemp trial in New Brunswick, and provided its expertise in developing hemp cultivation. The Company was granted a right of first refusal as Global Hemp Group's primary off-taker of any raw materials produced from the project. The Company's joint venture partner, Global Hemp Group, also partnered with Collège Communautaire du Nouveau Brunswick (CCNB) in Bathurst, New Brunswick, to assist in conducting research with the hemp trials. The 2017 trials took place on the Acadian peninsula of New Brunswick and were completed. The joint venture began commercial cultivation activities in 2018. The Company's costs for the year ended December 31, 2017 were $10,775 and was recorded as other income/expense in the Company's Statement of Operations in the appropriate periods. The joint venture agreement required the Company to make an initial payment of $115,000 on June 15, 2018. The Company made this payment.

Global Hemp Group JV/Scio, Oregon

On May 8, 2018, the Company, Global Hemp Group, Inc., a Canadian corporation, and TTO Enterprises, Ltd., an Oregon corporation entered into a Joint Venture Agreement. The purpose of the joint venture is to develop a project to commercialize the cultivation of industrial hemp on a 109 acre parcel of real property owned by the Company and Global Hemp Group in Scio, Oregon, and operating under the Oregon corporation Covered Bridges, Ltd. The joint venture is in the development stage. On May 30, 2018, the joint venture purchased TTO's 15% interest in the joint venture for $30,000. The Company and Global Hemp Group, Inc. now have an equal 50-50 interest in the joint venture. The joint venture agreement commits the Company to a cash contribution of $600,000 payable on the following funding schedule: $200,000 upon execution of the joint venture agreement; $238,780 by July 31, 2018; $126,445 by October 31, 2018; and, $34,775 by January 31, 2019. The Company has complied with its payments on schedule.

NOTE 5 – NOTES PAYABLE, RELATED PARTY

As of June 30, 2018 and December 31, 2017, the Company's officers and directors have provided advances and incurred expenses on behalf of the Company. The issued notes are unsecured, due on demand and bear 5% interest. At June 30, 2018 and, December 31, 2017 there were an aggregate of $82,085 and $542,573 notes payable due to officers. The notes are at 5% per annum and non-interest bearing, respectively, and are due on demand.

During the six months ended June 30, 2018, the Company issued an aggregate of 75,928,246 shares of its common stock in settlement of outstanding related party notes payable of $564,279 and accrued compensation of $195,000.

NOTE 6 – CONVERTIBLE NOTE PAYABLE

Convertible notes payable are comprised of the following:

	June 30, 2018	December 31, 2017
Convertible note payable-DTTO- due April 30, 2018 (in default)	$ 111,111	$ 111,111
Convertible notes payable-St George-last due July 8, 2019	2,100,329	1,688,920
Total	2,211,440	1,800,031
Less debt discounts	(1,136,295)	(1,232,620)
Net	1,075,145	567,411
Less current portion	(1,075,145)	(394,555)
Long term portion	$ —	$ 172,856

Convertible note payable-DTTO

Effective March 30, 2017, the Company issued a 6.5% convertible promissory note for an aggregate of $2,777,778 due April 30, 2018 for consideration of $2,500,000, after original interest discount ("OID") of $277,778; unsecured. On May 6, 2018, DTTO Funding notified the Company that it was in default of its April 1, 2017 promissory note for principal of $100,000 plus default interest at the rate of 13% and penalties and costs.

On June 30, 2017, the Company had received net proceeds of $99,965 under the note. Gross face amount was $111,111, after additions for pro rate portion of OID and other related costs.

The note is convertible, at any time, into shares of the Company's common stock at $0.03 per share unless on the day prior to the lender's request to convert, the closing price is less than $0.05 per share, then the conversion price shall be 60% of the average three lowest days closing prices for 20 trading days prior to the request to convert.

At the funding date of the note, the Company determined the aggregate fair value of $221,406 of embedded derivatives. The fair value of the embedded derivatives was determined using the Binomial Option Pricing Model based on the following assumptions: (1) dividend yield of 0%; (2) expected volatility of 470.85%, (3) weighted average risk-free interest rate of 1.02%, (4) expected life of 1.08 years, and (5) estimated fair value of the Company's common stock from $0.0604 per share.

The determined fair value of the debt derivatives of $221,406 was charged as a debt discount up to the net proceeds of the note with the remainder of $121,441 charged to operations as non-cash interest expense.

Convertible notes payable-St George Investments

Effective July 3, 2017, the Company issued a secured convertible promissory note in aggregate of $752,500 to St George Investments LLC ("St George"). The promissory note is bears interest at 10% per annum, is due upon maturity sixteen months after purchase price date and includes an original issue discount ("OID") of $67,500. In addition, the Company agreed to pay $10,000 for legal, accounting and other transaction costs of the lender. The promissory note was funded in five tranches of $422,500, $27,500, $167,200 and $107,800; net of OID and transaction costs. As an investment incentive, the Company issued 33,653,846, 5 year cashless warrants, exercisable at $.04 with certain reset provisions.

Forbearance agreement

On August 4, 2017, the Company entered into a forbearance agreement with St. George Investments LLC, due to the Company's alleged breached of certain default provisions of the secured promissory note entered into with St. George on July 3, 2017. The alleged breach occurred due to the Company entering into an investment agreement with Tangiers on July 15, 2017 and issued a fixed convertible promissory note to Tangiers. Due to the alleged breach, St George has the right, among other things, to accelerate the maturity date of the note, increase interest from 10% to 22% and cause the balance of the outstanding promissory note to increase due to the application of the default provisions.

St. George agreed to refrain and forbear from bringing any action to collect under the promissory note, including the interest rate increase and balance increase, with respect to the alleged default. As consideration of the forbearance, the Company agreed to accelerate the installment conversions from 1 year to 6 months and to add an additional OID of $112,875, which will be considered fully earned as of August 4, 2017, nonrefundable and to be included in the first tranche. The Company and St George ratified the outstanding balance, after the added OID and accrued interest, of $868,936 as of August 4, 2017.

As of June 30, 2018, the Company had received aggregate net proceeds of $675,000 under the note. Gross face amount was $752,500, after additions for OID and other related costs.

Effective November 1, 2017, the Company issued a secured convertible promissory note in aggregate of $601,420 to St George Investments LLC ("St George"). The promissory note is bears interest at 10% per annum, is due upon maturity sixteen months after purchase price date and includes an original issue discount ("OID") of $59,220. The promissory note was funded on November 11, 2017 of $542,200; net of OID and transaction costs.

As of June 30, 2018, the Company had received aggregate net proceeds of $542,200 under the note. Gross face amount was $601,420, after additions for OID and other related costs.

Effective December 20, 2017, the Company issued a secured convertible promissory note in aggregate of $335,000 to St George Investments LLC ("St George"). The promissory note is bears interest at 10% per annum, is due upon maturity sixteen months after purchase price date and includes an original issue discount ("OID") of $35,000. The promissory note was funded on December 27, 2017 of $542,200; net of OID and transaction costs. As an investment incentive, the Company issued 33,653,846, 5 year cashless warrants, exercisable at $.04 with certain reset provisions.

As of June 30, 2018, the Company had received aggregate net proceeds of $300,000 under the note. Gross face amount was $335,000, after additions for OID and other related costs.

Effective February 9, 2018, the Company issued a secured convertible promissory note in aggregate of $220,000 to St George Investments LLC ("St George"). The promissory note is bears interest at 10% per annum, is due upon maturity sixteen months after purchase price date and includes an original issue discount ("OID") of $20,000. The promissory note was funded on February 9, 2018 of $200,000; net of OID and transaction costs.

As of June 30, 2018, the Company had received aggregate net proceeds of $200,000 under the note. Gross face amount was $220,000, after additions for OID and other related costs.

Effective March 8, 2018, the Company issued a secured convertible promissory note in aggregate of $220,000 to St George Investments LLC ("St George"). The promissory note is bears interest at 10% per annum, is due upon maturity sixteen months after purchase price date and includes an original issue discount ("OID") of $20,000. The promissory note was funded on March 8, 2018 of $200,000; net of OID and transaction costs.

As of June 30, 2018, the Company had received aggregate net proceeds of $200,000 under the note. Gross face amount was $220,000, after additions for OID and other related costs.

Effective April 17, 2018, the Company issued a secured convertible promissory note in aggregate of $250,000 to St George Investments LLC ("St George"). The promissory note is bears interest at 10% per annum, is due upon maturity on October 26, 2018. The promissory note was funded on April 18, 2018 of $249,970; net of transaction costs.

As of June 30, 2018, the Company had received aggregate net proceeds of $249,970 under the note. Gross face amount was $250,000, after additions for other related costs.

Effective April 30, 2018, the Company issued a secured convertible promissory note in aggregate of $175,000 to St George Investments LLC ("St George"). The promissory note is bears interest at 10% per annum, is due upon maturity on October 26, 2018 and includes an original issue discount ("OID") of $50,000. The promissory note was funded on May 1, 2018 of $124,970; net of OID and transaction costs.

As of June 30, 2018, the Company had received aggregate net proceeds of $124,970 under the note. Gross face amount was $175,000, after additions for OID and other related costs.

Effective May 18, 2018, the Company issued a secured convertible promissory note in aggregate of $150,000 to St George Investments LLC ("St George"). The promissory note is bears interest at 10% per annum, is due upon maturity on October 26, 2018. The promissory note was funded on May 18, 2018 of $150,000.

As of June 30, 2018, the Company had received aggregate net proceeds of $150,000 under the note. Gross face amount was $150,000.

The promissory notes are convertible, at any time at the lender's option, at $0.04. However, in the event the Company's market capitalization (as defined) falls below $35,000,000, the conversion rate is 60% of the 3 lowest closing trade prices due the 20 trading days immediately preceding date of conversion, subject to additional adjustments, as defined. In addition, the promissory note includes certain anti-dilution provisions should the Company subsequently issue any common stock or equivalents at an effective price less than the lender conversion price.

The Company has a right to prepayment of the note, subject to a 20% prepayment premium and is secured by a trust deed of certain assets of the Company.

Effective January 18, 2018, upon default of the St. George Investment notes, the conversion rate on all notes were reset from $0.04 to $0.023. Accordingly, the Company recorded as a loss on modification of debt of $1,343,161 due to the change in fair value of the underlying conversion option. The change in fair value was determined using the Binomial Option Pricing Model based on the following assumptions: (1) dividend yield of 0%; (2) expected volatility of 436.43%, (3) weighted average risk-free interest rate of 1.79%, (4) expected life of 0.83 to 1.07 years, and (5) estimated fair value of the Company's common stock from $0.0435 per share.

At the funding dates of the 2018 notes, the Company determined the aggregate fair value of $1,684,238 of embedded derivatives. The fair value of the embedded derivatives was determined using the Binomial Option Pricing Model based on the following assumptions: (1) dividend yield of 0%; (2) expected volatility of 426.38% to 435.64%, (3) weighted average risk-free interest rate of 1.89% to 2.09%, (4) expected life of 0.44 to 1.33 years, and (5) estimated fair value of the Company's common stock from $0.028 to $0.0341 per share.

The determined fair value of the debt derivatives of $1,684,238 was charged as a debt discount up to the net proceeds of the note with the remainder of $759,298 charged to operations as non-cash interest expense.

During the six months ended June 30, 2018, the Company issued an aggregate of 42,140,428 shares of its common stock in settlement of $744,811 of outstanding St. George Investments notes payable and accrued interest.

Summary:

The Company has identified the embedded derivatives related to the above described notes and warrants. These embedded derivatives included certain conversion and reset features. The accounting treatment of derivative financial instruments requires that the Company record fair value of the derivatives as of the inception date of the note and to fair value as of each subsequent reporting date.

At June 30, 2018, the Company determined the aggregate fair values of $4,941,822 and $2,842,458 of embedded derivatives and warrant liabilities, respectively. The fair values were determined using the Binomial Option Pricing Model based on the following assumptions: (1) dividend yield of 0%; (2) expected volatility of 426.23%, (3) weighted average risk-free interest rate of 1.93% to 2.73%, (4) expected life of 0.21 to 4.46 years, and (5) estimated fair value of the Company's common stock from $0.0384 per share.

For the three and six months ended June 30, 2018, the Company recorded a (loss) gain on change in fair value of derivative liabilities of $(3,470,957) and $1,585,729 and recorded amortization of debt discounts of $608,642 and $1,111,324 as a charge to interest expense, respectively.

NOTE 7 – DERIVATIVE LIABILITIES

As described in Note 6, the Company issued convertible notes and warrants that contained conversion features and a reset provisions. The accounting treatment of derivative financial instruments requires that the Company record fair value of the derivatives as of the inception date and to fair value as of each subsequent reporting date.

NOTE 8 – STOCKHOLDERS' DEFICIT

Preferred stock

The Company is authorized to issue 50,000,000 shares of $0.001 par value preferred stock as of June 30, 2018 and December 31, 2017. As of June 30, 2018 and December 31, 2017, the Company has designated and issued 10,000,000 shares of Class A Preferred Stock.

Each share of Class A Preferred Stock is entitled to 100 votes on all matters submitted to a vote to the stockholders of the Company, does not have conversion, dividend or distribution upon liquidation rights.

Common stock

The Company is authorized to issue 5,000,000,000 shares of $0.001 par value common stock as of June 30, 2018 and December 31, 2017. As of June 30, 2018 and December 31, 2017, the Company had 2,241,490,270 and 2,103,464,006 common shares issued and outstanding.

During the six months ended June 30, 2018, the Company issued an aggregate of 1,750,794 shares of its common stock for services rendered with an estimated fair value of $90,905.

During the six months ended June 30, 2018, the Company issued an aggregate of 42,140,428 shares of its common stock in settlement of $744,811 of outstanding St. George Investments notes payable and $17,839 accrued interest.

During the six months ended June 30, 2018, the Company issued an aggregate of 75,928,246 shares of its common stock in settlement of outstanding related party notes payable of $564,279 and accrued compensation of $195,000.

During the six months ended June 30, 2018, the Company issued an aggregate of 18,206,796 shares of its common stock for 25,631,124 warrants exercised on a cashless basis.

Options

The following table summarizes the stock option activity for the six months ended June 30, 2018:

	Shares	Weighted-Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at December 31, 2017	1,000,000,000	$ 0.005	7.76	$ 53,800,000
Granted	—			
Forfeitures or expirations	—			
Outstanding at June 30, 2018	1,000,000,000	$ 0.005	7.26	$ 33,400,000
Exercisable at June 30, 2018	916,666,667	$ 0.005	7.26	$ 30,616,667

The aggregate intrinsic value in the preceding tables represents the total pretax intrinsic value, based on options with an exercise price less than the Company's stock price of $0.0384 as of June 30, 2018, which would have been received by the option holders had those option holders exercised their options as of that date.

The following table presents information related to stock options at June 30, 2018:

Options Outstanding		Options Exercisable	
Exercise Price	Number of Options	Weighted Average Remaining Life In Years	Exercisable Number of Options
$ 0.005	1,000,000,000	7.26	833,333,333

As of June 30, 2018, stock-based compensation of $150,000 remains unamortized and is expected to be amortized over the weighted average remaining period of 0.25 years.

Warrants

The following table summarizes the stock warrant activity for the six months ended June 30, 2018:

	Shares	Weighted-Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 1, 2018	99,653,846	$ 0.04	4.81	$ 1,873.492
Granted	—			
Exercised	(25,631,124)	$ 0.125		
Outstanding at June 30, 2018	74,022,722	$ 0.0125	4.41	931,946
Exercisable at June 30, 2018	74,022,722	$ 0.0125	4.41	$ 931,946

The aggregate intrinsic value in the preceding tables represents the total pretax intrinsic value, based on options with an exercise price less than the Company's stock price of $0.0384 as of June 30, 2018, which would have been received by the option holders had those option holders exercised their options as of that date.

The following table presents information related to warrants at June 30, 2018:

Warrants Outstanding		Warrants Exercisable	
Exercise Price	Number of Options	Weighted Average Remaining Life In Years	Exercisable Number of Options
$ 0.0125	74,022,722	4.41	74,022,722

During the six months ended June 30, 2018, the Company issued an aggregate of 18,206,796 shares of its common stock for 25,631,124 warrants exercised on a cashless basis.

Restricted Stock Units ("RSU")

The following table summarizes the restricted stock activity for the six months ended June 30, 2018:

Total Restricted Shares Issued at January 1, 2018	10,000,000
Granted	—
Forfeited	—
Total Restricted Shares Issued at June 30, 2018	10,000,000
Vested at June 30, 2018	10,000,000
Unvested restricted shares as of June 30, 2018	-

In April 2016, the Company granted to Robert Cronin and Robert Peak an aggregate of 10,000,000 shares of restricted common stock each vesting two years from Anniversary. On November 3, 2016, Mr. Cronin and Mr. Peak each agreed to return to treasury all 20,000,000 shares to the Company, and the Company agreed to issue Mr. Cronin and Mr. Peak 2,500,000 restricted shares each. The fair value of the granted restricted stock units vested during the six months ended June 30, 2018 and 2017 of $(514,500) and $(175,625) was recognized in operations as stock based compensation.

As of June 30, 2018, no stock-based compensation related to restricted stock awards remains unamortized.

NOTE 9 — FAIR VALUE MEASUREMENT

The Company adopted the provisions of Accounting Standards Codification subtopic 825-10, Financial Instruments ("ASC 825-10") on January 1, 2008. ASC 825-10 defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact and considers assumptions that market participants would use when pricing the asset or liability, such as inherent risk, transfer restrictions, and risk of nonperformance. ASC 825-10 establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 825-10 establishes three levels of inputs that may be used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – Unobservable inputs to the valuation methodology that are significant to the measurement of fair value of assets or liabilities.

All items required to be recorded or measured on a recurring basis are based upon level 3 inputs.

To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes, the level in the fair value hierarchy within which the fair value measurement is disclosed and is determined based on the lowest level input that is significant to the fair value measurement.

Upon adoption of ASC 825-10, there was no cumulative effect adjustment to beginning retained earnings and no impact on the financial statements.

The carrying value of the Company's cash and cash equivalents, accounts receivable, accounts payable, short-term borrowings (including convertible notes payable), and other current assets and liabilities approximate fair value because of their short-term maturity.

As of June 30, 2018 and December 31, 2017, the Company did not have any items that would be classified as level 1 or 2 disclosures.

The Company recognizes its derivative liabilities as level 3 and values its derivatives using the methods discussed in note 6. While the Company believes that its valuation methods are appropriate and consistent with other market participants, it recognizes that the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date. The primary assumptions that would significantly affect the fair values using the methods discussed in Note 6 are that of volatility and market price of the underlying common stock of the Company.

As of June 30, 2018 and December 31, 2017, the Company did not have any derivative instruments that were designated as hedges.

The derivative and warrant liability as of June 30, 2018, in the amount of $4,941,822 and $2,842,458, respectively, have a level 3 classification.

The following table provides a summary of changes in fair value of the Company's Level 3 financial liabilities for the six months ended June 30, 2018:

	Warrant Liability	Debt Derivative
Balance, January 1, 2018	$ 5,859,635	$ 2,631,375
Total (gains) losses		
Initial fair value of debt derivative at note issuance		1,684,238
Change in fair value of embedded conversion terms due to note modifications		1,343,161
Mark-to-market at June 30, 2018:	(2,325,327)	739,598
Transfers out of Level 3 upon conversion or payoff of notes payable or exercise of warrants	(691,850)	(1,456,550)
Balance, June 30, 2018	$ 2,842,458	$ 4,941,822
Net gain (loss) for the period included in earnings relating to the liabilities held during the period ended June 30, 2018	$ 2,842,458	$ (739,598)

Fluctuations in the Company's stock price are a primary driver for the changes in the derivative valuations during each reporting period. During the period ended June 30, 2018, the Company's stock price decreased significantly from initial valuations. As the stock price decreases for each of the related derivative instruments, the value to the holder of the instrument generally decreases. Stock price is one of the significant unobservable inputs used in the fair value measurement of each of the Company's derivative instruments.

NOTE 10 — RELATED PARTY TRANSACTIONS

The Company's current officers and stockholders advanced funds to the Company for travel related and working capital purposes. As of June 30, 2018 and December 31, 2017, there were no related party advances outstanding.

As of June 30, 2018 and December 31, 2017, accrued compensation due officers and executives included as accrued compensation was $195,000 and $0, respectively.

At June 30, 2018 and December 31, 2017, there were an aggregate of $82,085 and $542,573 notes payable due to officers. The notes are at 5% per annum and non-interest bearing, respectively, and are due on demand.

During the six months ended June 30, 2018, the Company issued an aggregate of 75,928,246 shares of its common stock in settlement of outstanding related party notes payable of $564,279 and accrued compensation of $195,000.

On August 31, 2017, the Company entered into a joint venture agreement with Global Hemp Group, Inc., a Canadian corporation. The Company's Director, Charles Larsen, is the President, Director and shareholder of Global Hemp Group, Inc. The Company's Director, President and Chief Executive Officer, Donald Steinberg, is a shareholder of Global Hemp Group, Inc. The Company's prior Chief Financial Officer, Robert L. Hymers, III, is a shareholder of Global Hemp Group, Inc. Mr. Hymers resigned as CFO and Director of the Company on June 18, 2018.

On May 8, 2018, the Company entered into a joint venture agreement with Global Hemp Group, Inc., a Canadian corporation, and TTO Enterprises, Ltd., an Oregon corporation. The Company's Director, Charles Larsen, is the President, Director and shareholder of Global Hemp Group, Inc. The Company's Director, President and Chief Executive Officer, Donald Steinberg, is a shareholder of Global Hemp Group, Inc. The Company's prior Chief Financial Officer, Robert L. Hymers, III, is a shareholder of Global Hemp Group, Inc.

The joint venture will operate and has acquired a 109 acre agricultural property in Scio, Oregon (the "Property") for the cultivation of high CBD yielding hemp for the upcoming 2018 growing season. The joint venture acquired the property on May 1, 2018. The total capital commitment for the project will be $1,380,000. The Company's portion of the capital commitment is to raise $600,000 based upon the following funding schedule: $200,000 upon execution of this Agreement; $238,780 on or before July 31, 2018; $126,445 on or before October 31, 2018; and $34,775 on or before January 31, 2019. As of June 30, 2018, $200,000 has been funded.

NOTE 11 – SUBSEQUENT EVENTS

On June 25, 2018, DTTO Funding filed a complaint against the Company for breach of contract related to the Company's April 20, 2017 convertible promissory note in which DTTO lent the Company $111,111. Principal and interest in the note were, at the election of DTTO, convertible into common shares of the Company. On November 30, 2017, DTTO notified the Company of an election to convert a portion of the note to common shares, but the Company failed to process the conversion. The Company failed to repay principal and interest otherwise due on the maturity date of April 20, 2018. DTTO's action seeks damages against the Company including principal, default interest, liquidated damages, attorney fees and costs in an amount with an alleged present cash value of $1,787,981.10. The Company has included this sum as a contingent liability pending resolution of the case.

On August 10, 2018, the Company advised its independent auditor that its joint venture partner, Bougainville Ventures, Inc., has not cooperated or communicated with the Company regarding requests for information concerning the audit of Bougainville's receipt and expenditures of funds contributed by the Company in the joint venture agreement dated March 16, 2017. The Company believes that some of the funds it paid to Bougainville were misappropriated and that there may be self-dealing with respect to those funds. Additionally, the Company believes that Bougainville misrepresented material facts in the joint venture agreement including, but not limited to, Bougainville's representations that it leased real property that was to be deeded to the joint venture; had an agreement with a Tier 3 # I502 cannabis license holder to grow cannabis on the real property; and, that clear title to the real property associated with the Tier 3 # I502 license would be deeded to the joint venture thirty days after the Company made its final funding contribution. The real property has not been deeded to the joint venture because of unpaid property taxes Bougainville was responsible for. Bougainville has been non-responsive. As a result, the Company intends to take legal action to rescind the joint venture agreement, for return of its investment, for an accounting, and the recovery of all forms of damages available to it. The Company has retained legal counsel in Washington State. As of the date of this quarterly report, no such action has been filed.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Management's Discussion and Analysis of Financial Condition and Results of Operations includes a number of forward-looking statements that reflect Management's current views with respect to future events and financial performance. You can identify these statements by forward-looking words such as "may," "will," "expect," "anticipate," "believe," "estimate" and "continue," or similar words. Those statements include statements regarding the intent, belief or current expectations of us and members of our management team as well as the assumptions on which such statements are based. Prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risk and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements.

Readers are urged to carefully review and consider the various disclosures made by us in this report and in our other reports filed with the Securities and Exchange Commission. Important factors currently known to Management could cause actual results to differ materially from those in forward-looking statements. We undertake no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes in the future operating results over time. We believe that our assumptions are based upon reasonable data derived from and known about our business and operations. No assurances are made that actual results of operations or the results of our future activities will not differ materially from our assumptions. Factors that could cause differences include, but are not limited to, expected market demand for our products, fluctuations in pricing for materials, and competition.

Business Overview

Plan of Operations – Marijuana Company of America and subsidiaries is a publicly listed company quoted on the OTC Pink Sheet Exchange under the symbol "MCOA". We are based in Escondido, California. Our business plan and operation focuses in part on the development, manufacturing, marketing and sale of non-psychoactive industrial hemp, and hemp-derived consumer products containing CBD. Our business includes the research and development of (1) varieties of various species of hemp; (2) beneficial uses of hemp and hemp derivatives; (3) indoor and outdoor cultivation methods for hemp; (4) technology used for cultivation and harvesting of different species of hemp, including but not limited to lighting, venting, irrigation, hydroponics, nutrients and soil; (5) different industrial hemp derived CBD, and the possible health benefits thereof; and, (6) new and improved methods of hemp CBD extraction omitting or eliminating the delta-9 tetrahydrocannabinol "THC" molecule. The Company operates two distinct and separate business divisions related to its two wholly owned subsidiaries, H Smart, Inc. and MCOA CA, Inc.

Through our wholly owned subsidiary H Smart, Inc., we develop consumer products that include industrial hemp derived, non-psychoactive CBD as an ingredient, under the brand name "hempSMART ™ . Our industrial hemp-based products are specifically developed with an enriched CBD molecular composition with a THC concentration of three-tenths of one percent or less by dry weight. We market and sell our hempSMART ™ products directly through our web site, and through our affiliate marketing program, where qualified sales affiliates use a secure multi-level-marketing sales software program that facilitates order placement over the internet via a web site, and accounts for affiliate orders and sales; calculates referral benefits apportionable to specific sales associates, and calculates and accounts for loyalty and rewards benefits for returning customers. We also retained a full-service marketing company that uses a multi-channel transactional marketing campaign focused on digital advertising, infographics, content marketing, customer incentives and acquisition, a broad social media presence, as well as search engine marketing and optimization that includes comprehensive research and analytics and order fulfillment in order to boost direct sales.

Our business also includes making selected investments in other related new businesses. Currently, we have made investments in startup ventures, including:

Conveniant Hemp Mart, LLC ; Conveniant (sic) Hemp Mart, LLC is a Wyoming limited liability company whose business plan includes the development, manufacture and sale of consumer products containing CBD that are intended for marketing and sales at convenience stores, gas stations and markets. On July 19, 2017, we agreed to lend fifty thousand dollars ($50,000) to Conveniant based on a promissory note. The note provided that in lieu of receiving repayment, we could elect to exercise a right to convert the loaned amount into a payment towards the purchase of a 25% interest in Conveniant, subject to our payment of an additional fifty thousand dollars $50,000 equaling a total purchase price of $100,000. The Company exercised this option on November 20, 2017 and made payment to Conveniant on November 21, 2017. Conveniant developed a line of consumer products containing industrial hemp derived CBD with no traceable THC content. The product line includes tinctures that combine industrial hemp-derived CBD with hemp seed oil, coconut oil and other essential natural oils; a muscle cream product that combines industrial hemp-derived CBD with natural oils; a hand lotion that combines industrial hemp derived CBD with lavender oils; and a line of pet treats that combine industrial hemp-derived CBD with natural oils. Conveniant began its initial marketing efforts by introducing its brand and products at the ASD Market Tradeshow in Las Vegas that took place in March 2018. The ASD Market Tradeshow is a business to business convention where retail merchandise is introduced to various consumer market segments, including Conveniant's primary focus on convenience stores, gas stations, small markets and similar venues. Conveniant Hemp Mart's operations are in the development stage.

MoneyTrac Technology, Inc .; MoneyTrac Technology, Inc. is a developer of an integrated and streamlined electronic payment processing system containing E-Wallet and mobile applications, that allows for the management and processing of prepaid cards, debit cards, and credit card payments. We entered into a stock purchase agreement with MoneyTrac on March 13, 2017 to purchase a 15% equity position in MoneyTrac. On July 27, 2017 we completed tender of the purchase price of $250,000. MoneyTrac's business and banking software solutions offer firms the ability to deposit funds directly into a "MoneyTrac Merchant Wallet," created and controlled by the firm, from which the firm can manage and provide inventory management, payroll processing, and audit tracking; and, the creation of "Customer Wallets," by anyone who wants to engage in cashless transactions, by loading money into their "MoneyTrac Customer Wallet" from a bank account or through a MoneyTrac kiosk, which also accepts debit and credit card transactions. MoneyTrac's kiosks are marketed to businesses that wish to offer cashless transactions to its customers, who can choose to either have funds loaded directly into their "Customer Wallet" or onto a pre-paid debit card. MoneyTrac's system provides for a secure, managed and auditable record of cashless transactions that is designed to be marketed to firms who want an alternative payment and management method for transacting business, including those firms in the legalized cannabis business in those states where cannabis has been legalized for recreational and/or medicinal use.

Bougainville Ventures, Inc. Joint Venture ; On March 16, 2017, we entered into a joint venture agreement with Bougainville Ventures, Inc., a Canadian corporation. The purpose of the joint venture was for the Company and Bougainville to jointly engage in the development and promotion of products in the legalized Marijuana industry in Washington State; (ii) utilize BV's high quality grow operations in the State of Washington on real property leased by BV for use within the legalized Marijuana industry; (iii) leverage BV's agreement with a I502 Tier 3 license holder to grow cannabis on the site; provide technical and management services and resources including but not limited to: sales and marketing, agricultural procedures, operations security and monitoring, processing and delivery, branding, capital resources and financial management; and, (iv) optimize collaborative business opportunities. The Company and Bougainville agreed to operate through a Washington State Limited Liability Company, and BV-MCOA Management, LLC was organized in the State of Washington on May 16, 2017.

As our contribution to the joint venture, the Company originally committed to raise not less than $1 million dollars to fund joint venture operations based upon a funding schedule. The Company also committed to providing branding and systems for the representation of Marijuana related products and derivatives comprised of management, marketing and various proprietary methodologies directly tailored to the Marijuana industry.

Bougainville represented that it owned and/or leased real property in Washington State used for growing marijuana, and possessed information primarily related to the management and control of Marijuana grow operations as conducted in Washington State that included research, development and know how in the Marijuana industry. Bougainville also represented that it had an agreement with a I502 Tier 3 license holder in Washington State to operate on the land. The Company and Bougainville's agreement was that the funding provided by the Company would go, in part, towards the ultimate purchase of the land leased by Bougainville, consisting of a one-acre parcel located in Okanogan County, Washington and joint venture operations.

As disclosed on Form 8-K on December 11, 2017, the Company did not comply with the funding schedule for the joint venture. On November 6, 2017, the Company and Bougainville amended the joint venture agreement to reduce the amount of the Company's commitment to $800,000 and also required the Company to issue Bougainville 15 million shares of the Company's restricted common stock. The Company completed its payments pursuant to the amended agreement on November 7, 2017, and on November 9, 2017, issued to Bougainville 15 million shares of restricted common stock.

Thereafter, the Company determined that Bougainville was not a lessee of property in Washington State, but rather was a party to a purchase agreement for real property that was in breach for non-payment. Bougainville also did not possess an agreement with a Tier 3 I502 license holder to grow Marijuana on the property. Nonetheless, as a result of funding arranged for by the Company, Bougainville and an unrelated third party – Green Ventures Capital Corp., purchased the land. The land is currently pending the payment of delinquent property taxes. Bougainville represented that it would pay the delinquent taxes, thereby allowing the Okanogan County Assessor to sub-divide the property so that the property could then be deeded to the joint venture. To date, this has not occurred.

To clarify the respective contributions and roles of the parties, the Company also entered into good faith negotiations to revise and restate the joint venture agreement with Bougainville. The Company diligently attempted to work with Bougainville in good faith to accomplish a revised and restated joint venture agreement, and efforts towards completing the subdivision of the land by the Okanogan County Assessor. However, Bougainville failed to cooperate or communicate with the Company in good faith and failed to pay the delinquent taxes on the real property that would allow for sub-division and the deeding of the real property to the joint venture. Bougainville has been non-responsive.

On August 10, 2018, the Company advised its independent auditor that Bougainville has not cooperated or communicated with the Company’s requests for information concerning the audit of Bougainville’s receipt and expenditures of funds contributed by the Company in the joint venture agreement. The Company believes that some of the funds it paid to Bougainville were misappropriated and that there may be self-dealing with respect to those funds. Additionally, the Company believes that Bougainville misrepresented material facts in the joint venture agreement including, but not limited to Bougainville’s representations that it leased real property that was to be deeded to the joint venture; had an agreement with a Tier 3 # I502 cannabis license holder to grow cannabis on the real property; and, that clear title to the real property associated with the Tier 3 # I502 license would be deeded to the joint venture thirty days after the Company made its final funding contribution. As a result, the Company intends to take legal action to rescind the joint venture agreement, for return of its investment, for an accounting, and the recovery of all forms of damages available to it. The Company has retained legal counsel in Washington State. As of the date of this quarterly report, no such action has been filed.

Global Hemp Group, Inc. Joint Venture/New Brunswick Hemp Project; On September 5, 2017, we announced our agreement to participate in a joint venture with Global Hemp Group Inc., a Canadian corporation, in a multi-phase industrial hemp project on the Acadian peninsula of New Brunswick, Canada. The joint venture’s goal is to develop a “Hemp Agro-Industrial Zone”, a concept that promotes and engages farmers, processors and manufacturers to collaboratively produce and process 100% of the hemp plant into a number of wholesale materials that can be manufactured into healthy and sustainable products. The “HAIZ” will be surrounded by hemp production thereby minimizing the cost of expensive transportation to distant processing facilities. The “Hemp Agro-Industrial Zone” has a goal of producing social and environmental benefits to the communities where they operate. These zones are envisioned to prospectively create jobs for farmers, foster rural development, provide the opportunity to develop more sustainable products of superior quality and help support Global Hemp Group’s commitment to creating a carbon free economy. The first phase of the project involved lab testing in 2017 in support of the trials. The objective of phase one was to re-introduce hemp into the area and ensure that it could be productive under New Brunswick growing conditions prior to significantly increasing cultivation acreage and building a hemp processing facility in the region, in future phases of the project. The Collège Communautaire du Nouveau Brunswick (CCNB) in Bathurst, New Brunswick (“CCNB”) assisted Global Hemp Group in research on its ongoing industrial hemp trials in the region, and to perform laboratory tests in support of the trials. These tests provided information validating agronomic and key yield data in preparation of a large scale industrial development project involving the processing of the full plant: grain, straw, flowers and leaves, that began on a 125 acre parcel in 2018. The Company’s 2017 participation included providing one-half, or $10,775 of the funding for the phase one work. On June 15, 2018, the Company entered into a Joint Venture Agreement with Global Hemp Group, Inc. Aside from assisting Global Hemp Group in developing and cultivating commercial hemp production in New Brunswick, the Company was granted a right of first refusal as Global Hemp Group’s primary off-taker of any raw materials produced from the project, and the Company will share in the ownership of research and development of hemp and CBD related studies produced by the New Brunswick Project. In the event Canadian laws governing the growing, harvesting, manufacturing and production of products containing hemp and CBD change (as expected, but not guaranteed) in 2018, the Company would benefit from possible preferred pricing and terms for the purchase of hemp and CBD that would enable us to further conduct its business and research and development into hemp and CBD products. As noted, the joint venture began commercial cultivation activities in 2018. The joint venture agreement required the Company to make an initial payment of $115,000 on June 15, 2018. The Company made this payment.

Global Hemp Group Joint Venture/Scio Oregon Hemp Project ; On May 8, 2018, the Company, Global Hemp Group, Inc., a Canadian corporation, and TTO Enterprises, Ltd., an Oregon corporation entered into a Joint Venture Agreement. The purpose of the joint venture is to develop a project to commercialize the cultivation of industrial hemp on a 109 acre parcel of real property owned by the Company and Global Hemp Group in Scio, Oregon, and operating under the Oregon corporation Covered Bridges, Ltd. The joint venture is in the development stage. On May 30, 2018, the joint venture purchased TTO's 15% interest in the joint venture for $30,000. The Company and Global Hemp Group, Inc. now have an equal 50-50 interest in the joint venture. The joint venture agreement commits the Company to a cash contribution of $600,000 payable on the following funding schedule: $200,000 upon execution of the joint venture agreement; $238,780 by July 31, 2018; $126,445 by October 31, 2018; and, $34,775 by January 31, 2019. The Company has complied with its payments on schedule.

Results of Operations

We anticipate that our results of operations will fluctuate for the foreseeable future due to several factors, such as the progress of our hempSMART ™ product sales and research and development efforts. Due to these uncertainties, accurate predictions of future operations are difficult or impossible to make.

Three Months Ended June 30, 2018 Compared to Three Months Ended June 30, 2017

Results of Operations - The Company generated revenue of $28,435 for the three months ended June 30, 2018. This increase is due to the Company's initial deployment of its hempSMART marketing and sales efforts. Since the Company's sales efforts were launched approximately one year ago, no currently known or previous matters are expected to have a material impact on current or future operations, with the exception of the Company's need for additional funding (See Note 2 to the Financial Statements). For the three months ended June 30, 2018, the Company had a net loss of $7,645,404 compared to a net loss of $2,622,587 for the three months ended June 30, 2017. This change is due primarily to the Company's impairment of the GateC investment in 2017 as compared to 2018, changes in our derivative and warrant liabilities and non-cash interest related to our with our convertible debt.

Revenues/Cost of sales

Total Revenues - Total revenues were $28,435 for the three months ended June 30, 2018 as compared to $11,130 for the three ended June 30, 2017. The reported revenues for each period reflect the Company's initial steps towards marketing and selling its hempSMART™ products. Management plans to expand its marketing and selling efforts in 2018 and expects revenues to increase in the coming months.

Costs and Expenses - Costs of sales, include the costs of product development, manufacturing, testing, packaging, storage and sale. For the three months ended June 30, 2018, costs of sales were $4,164 as compared to $8,809 for the three months ended June 30, 2017. The reported costs of sales for each period reflect the Company's initial steps towards marketing and selling its hempSMART™ products.

General and administrative expenses

Other general and administrative expenses increased to $861,886 for the three months ended June 30, 2018 compared to $373,082 the three months ended June 30, 2017. General and administrative expenses include selling and marketing, research and development, building rent, utilities, legal fees, office supplies, subscriptions, and office equipment. The increase is attributed primarily to increase increases in service providers and other operating costs in the current period.

(Loss) Gain on change in fair value of derivative liabilities

During 2017 and 2018, we issued convertible promissory notes and warrants with an embedded derivative, all requiring us to fair value the derivatives each reporting period, and mark to market as a non-cash adjustment to our current period operations. This resulted in a (loss) gain of $(3,470,957) and $10,079 change in fair value of derivative liabilities for the three months ended June 30, 2018 and 2017, respectively.

Legal Contingency Expense

On June 25, 2018, DTTO Funding filed a complaint against the Company for breach of contract related to the Company's April 20, 2017 convertible promissory note in which DTTO lent the Company $111,111. Principal and interest in the note were, at the election of DTTO, convertible into common shares of the Company. On November 30, 2017, DTTO notified the Company of an election to convert a portion of the note to common shares, but the Company failed to process the conversion. The Company failed to repay principal and interest otherwise due on the maturity date of April 20, 2018. DTTO's action seeks damages against the Company including principal, default interest, liquidated damages, attorney fees and costs in an amount with an alleged present cash value of $1,787,981.10. The Company has included this sum, net of the existing convertible liability, as a contingent liability pending resolution of the case.

Impairment of GateC Joint Venture

During the three months ended June 30, 2017, we incurred an impairment loss relating to our investment in GateC Joint Venture as compared to $0 in the current period.

Loss on equity investment

During the three months ended June 30, 2018, we adjusted the carry value of our investment for our pro rata share of loss with BV-MCOA Management LLC to $0 incurring a $11,043 loss.

Interest Expense

Interest expense during the three months ended June 30, 2018 was $1,350,633 compared to $761,500 for the three months ended June 30, 2017. Interest expense primarily consists of interest incurred on our convertible and other debt. The debt discounts amortization incurred during the three months ended June 30, 2018 and 2017 was $608,642 and $27,216, respectively. In addition, we incurred a non-cash interest of $712,656 and $732,463 non-cash interest in connection with convertible notes in 2018 and 2017.

Six Months Ended June 30, 2018 Compared to Six Months Ended June 30, 2017

Results of Operations - The Company generated revenue of $47,445 for the six months ended June 30, 2018. This increase is due to the Company's initial deployment of its hempSMART marketing and sales efforts. Since the Company's sales efforts were launched approximately one year ago, no currently known or previous matters are expected to have a material impact on current or future operations, with the exception of the Company's need for additional funding (See Note 2 to the Financial Statements). For the six months ended June 30, 2018, the Company had a net loss of $3,494,606 compared to a net loss of $20,700,871 for the six months ended June 30, 2017. This change is due primarily to the Company's stock based compensation issued in 2017 as compared to 2018, changes in our derivative and warrant liabilities and non-cash interest related to our with our convertible debt.

Revenues/Cost of sales

Total Revenues - Total revenues were $47,445 for the six months ended June 30, 2018 as compared to $17,023 for the six ended June 30, 2017. The reported revenues for each period reflect the Company's initial steps towards marketing and selling its hempSMART™ products. Management plans to expand its marketing and selling efforts in 2018 and expects revenues to increase in the coming months.

Costs and Expenses - Costs of sales, include the costs of product development, manufacturing, testing, packaging, storage and sale. For the six months ended June 30, 2018, costs of sales were $14,610 as compared to $12,158 for the six months ended June 30, 2017. The reported costs of sales for each period reflect the Company's initial steps towards marketing and selling its hempSMART™ products.

General and administrative expenses

Other general and administrative expenses decreased to $1,163,365 for the six months ended June 30, 2018 compared to $18,351,836 the six months ended June 30, 2017. General and administrative expenses include selling and marketing, research and development, building rent, utilities, legal fees, office supplies, subscriptions, and office equipment. The decrease is attributed primarily to reduction in stock based compensation from the six months ended June 30, 2017 of $17,816,458 to $(123,596) in the current period.

Gain on change in fair value of derivative liabilities

During 2017 and 2018, we issued convertible promissory notes and warrants with an embedded derivative, all requiring us to fair value the derivatives each reporting period, and mark to market as a non-cash adjustment to our current period operations. This resulted in a gain of $1,585,729 and $29,968 change in fair value of derivative liabilities for the six months ended June 30, 2018 and 2017, respectively.

Legal Contingency Expense

On June 25, 2018, DTTO Funding filed a complaint against the Company for breach of contract related to the Company's April 20, 2017 convertible promissory note in which DTTO lent the Company $111,111. Principal and interest in the note were, at the election of DTTO, convertible into common shares of the Company. On November 30, 2017, DTTO notified the Company of an election to convert a portion of the note to common shares, but the Company failed to process the conversion. The Company failed to repay principal and interest otherwise due on the maturity date of April 20, 2018. DTTO's action seeks damages against the Company including principal, default interest, liquidated damages, attorney fees and costs in an amount with an alleged present cash value of $1,787,981.10. The Company has included this sum, net of the existing convertible liability, as a contingent liability pending resolution of the case.

Impairment of GateC Joint Venture

During the six months ended June 30, 2017, we incurred an impairment loss relating to our investment in GateC Joint Venture as compared to $0 in the current period (See below).

Loss on equity investment

During the six months ended June 30, 2018, we adjusted the carry value of our investment for our pro rata share of loss with BV-MCOA Management LLC to $0 incurring a $48,816 loss.

Gain on settlement of debt

During the six months ended June 30, 2018, we terminated a material definitive agreement not made in the ordinary course of its business. The parties to the agreement are the Company and GateC. As such we canceled our outstanding debt obligation to joint venture realizing a gain on settlement of $1,500,000. In addition, we incurred a loss on debt settlement of $1,343,161 due to default provisions of our previously issued convertible notes.

Interest Expense

Interest expense during the six months ended June 30, 2018 was $2,081,379 compared to $883,221 for the six months ended June 30, 2017. Interest expense primarily consists of interest incurred on our convertible and other debt. The debt discounts amortization incurred during the six months ended June 30, 2018 and 2017 was $1,111,324 and $27,497, respectively. In addition, we incurred a non-cash interest of $900,517 and $883,221 non-cash interest in connection with convertible notes in 2018 and 2017.

Liquidity and Capital Resources – The Company has generated a net loss from continuing operations for the six months ended June 30, 2018 of $3,494,606, however used $1,037,789 cash for operations. As of June 30, 2018, the Company had total assets of $1,444,442, which included inventory of $339,002 and accounts receivable of $3,713.

During the six months ended June 30, 2018 and 2017, the Company has met its capital requirements through a combination of loans and convertible debt instruments. The Company will need to secure additional external funding in order to continue its operations. Our primary internal sources of liquidity were provided by an increase in proceeds from the issuance of note payables of $924,940 for June 30, 2018, as compared to $99,965 for June 30, 2017, and an increase proceeds from the sale of note payables to a related party of $103,791 for June 30, 2018 as compared to $395,880 for June 30, 2017, and an increase in proceeds from sales of our common stock and receipt of common stock subscriptions of $190,000 for June 30, 2018, as compared to $85,000 for the six months ended June 30, 2017. We have during the period ended June 30, 2018, relied upon external financing arrangements to fund our operations. During the six months ended June 30, 2018, we entered into five separate financing arrangements with St. George Investments, LLC, a Utah limited liability company, in which we borrowed an aggregate of $1,015,000, the principal of which is convertible into shares of our common stock (see Note 6, Convertible Note Payable). Our ability to rely upon external financing arrangements to fund operations is not certain, and this may limit our ability to secure future funding from external sources without changes in terms requested by counterparties, changes in the valuation of collateral, and associated risk, each of which is reasonably likely to result in our liquidity decreasing in a material way. We intend to utilize cash on hand, loans and other forms of financing such as the sale of additional equity and debt securities and other credit facilities to conduct our ongoing business, and to also conduct strategic business development and implementation of our business plans generally.

Operating Activities - For the six months ended June 30, 2018, the Company used cash in operating activities of $1,037,789. For the six months ended June 30, 2017, the Company used cash in operating activities of $433,841. This increase is due primarily to the implementation of our new business plan, operations, management, personnel and professional services, and the resulting increases in operating expenses.

Investing Activities - During the six months ended June 30, 2018, the Company spent cash of $376,403 in investing activities related to its purchase of equipment of $4,203 and investments in joint ventures of $372,200. During the six months ended June 30, 2017, we spent $4,860 on equipment purchases and $280,000 investment in joint ventures.

Financing Activities - During the six months ended June 30, 2018, the Company, primarily through its receipt of funds from the issuance of notes payable and notes payable to related parties resulted in financing activity of $1,028,731 and proceeds from common stock subscriptions of $190,000. For the six months ended June 30, 2017 the Company received proceeds of $85,000 from sale of common stock and $495,845 from issuance of related party and other notes payable.

The Company’s business plans have not generated significant revenues and as of the date of this filing are not sufficient to generate adequate amounts of cash to meet its needs for cash. The Company's primary source of operating funds in 2018 and 2017 have been from revenue generated from proceeds from the sale of common stock and the issuance of convertible and other debt. The Company has experienced net losses from operations since inception, but expects these conditions to improve in the second half of 2018 and beyond as it develops its affiliate marketing program and other direct sales and marketing programs. The Company has stockholders' deficiencies at June 30, 2018 and requires additional financing to fund future operations. As of the date of this filing, and due to the early stages of operations, the Company has insufficient sales data to evaluate the amounts and certainties of cash flows, as well as whether there has been material variability in historical cash flows.

We currently do not have sufficient cash and liquidity to meet our anticipated working capital for the next twelve months. Historically, we have financed our operations primarily through private sales of our common stock and. If our sales goals for our hempSMART ™ products do not materialize as planned, and we are not able to achieve profitable operations at some point in the future, we may have insufficient working capital to maintain our operations as we presently intend to conduct them or to fund our expansion, marketing, and product development plans. There can be no assurance that we will be able to obtain such financing on acceptable terms, or at all.

Off Balance Sheet Arrangements

As of June 30, 2018, and December 31, 2017, we did not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Government Regulations of Cannabis

Federal Law

Our business includes the research and development of (1) varieties of various species of hemp; (2) beneficial uses of hemp and hemp derivatives; (3) indoor and outdoor cultivation methods for hemp; (4) technology used for cultivation and harvesting of different species of hemp, including but not limited to lighting, venting, irrigation, hydroponics, nutrients and soil; (5) different industrial hemp derived CBD, and the possible health benefits thereof; and, (6) new and improved methods of hemp CBD extraction omitting or eliminating the delta-9 tetrahydrocannabinol "THC" molecule.

The Company is not engaged in the direct growth, cultivation, harvesting and distribution of cannabis containing psychoactive amounts of the THC molecule. However, we do offer and provide financial consulting and property management services to licensed, lawful and compliant operator(s) engaged within legalized states where cannabis strains containing the THC molecule is regulated and/or has been de-criminalized for personal and/or medicinal use.

Hemp is a member of the cannabis family. Industrial hemp derived CBD, like cannabis, is illegal under federal law and is a "Schedule 1" drug under the Controlled Substances Act (21 U.S.C. § 811). As a Schedule 1 drug, hemp derived CBD is viewed as being highly addictive and having no medical value. The United States Drug Enforcement Agency enforces the Controlled Substances Act, and persons violating it are subject to federal criminal prosecution. The criminal penalty structure in the Controlled Substances Act is determined based on the specific predicate violations, including but not limited to: simple possession, drug trafficking, attempt and conspiracy, distribution to minors, trafficking in drug paraphernalia, money laundering, racketeering, environmental damage from illegal manufacturing, continuing criminal enterprise, and smuggling. A first conviction under the Controlled Substances Act can generally result in possible fines from $250,000 to $50 million dollars, and incarceration for periods generally from five and up to forty years. For a second conviction, fines increase generally from $500,000 to $75 million dollars, and incarceration for periods generally from ten years to twenty years to life.

The federal government recently issued guidance to federal prosecutors concerning marijuana enforcement under the Controlled Substances Act (CSA). On January 4, 2018, Attorney General Jeff Sessions issued a memorandum for all United States Attorneys concerning federal cannabis enforcement generally. Mr. Sessions rescinded all previous prosecutorial guidance issued by the Department of Justice regarding cannabis, including the August 29, 2013 memorandum by James Cole, Deputy Attorney General (the "Cole Memorandum").

The Cole Memorandum previously set out the Department of Justice's prosecutorial priorities in light of various states legalizing cannabis for medicinal and/or recreational use. The Cole Memorandum provided that when states have implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of cannabis, conduct in compliance with those laws and regulations is less likely to threaten the federal priorities. Indeed, a robust system may affirmatively address those priorities by, for example, implementing effective measures to prevent diversion of cannabis outside of the regulated system and to other states, prohibiting access to cannabis by minors, and replacing an illicit cannabis trade that funds criminal enterprises with a tightly regulated market in which revenues are tracked and accounted for. In those circumstances, consistent with the traditional allocation of federal-state efforts in this area, the Cole Memorandum provided that enforcement of state law by state and local law enforcement and regulatory bodies should remain the primary means of addressing cannabis-related activity. If state enforcement efforts are not sufficiently robust to protect against the harms set forth above, the federal government may seek to challenge the regulatory structure itself in addition to continuing to bring individual enforcement actions, including criminal prosecutions, focused on those harms.

By rescinding the Cole Memorandum, Mr. Sessions injected material uncertainty as it relates to how the Department of Justice will evaluate cannabis cases for prosecution, and risk into the Company's business as it relates to the research, development, marketing and sale of its products containing industrial hemp derived CBD (see Risk Factors, Item 1A).

Mr. Sessions stated that U.S. Attorneys must decide whether or not to pursue prosecution of cannabis activity based upon factors including: the seriousness of the crime, the deterrent effect of criminal prosecution, and the cumulative impact of particular crimes on the community. Mr. Sessions reiterated that the cultivation, distribution and possession of cannabis continues to be a crime under the U.S. Controlled Substances Act.

On March 23, 2018, President Donald J. Trump signed into law a $1.3 trillion-dollar spending bill that included an amendment known as "Rohrabacher-Blumenauer," which prohibits the Justice Department from using federal funds to prevent certain states "from implementing their own State laws that authorize the use, distribution, possession or cultivation of medical marijuana."

The United States Food & Drug Administration ("FDA") is generally responsible for protecting the public health by ensuring the safety, efficacy, and security of (1) prescription and over the counter drugs; (2) biologics including vaccines, blood & blood products, and cellular and gene therapies; (3) foodstuffs including dietary supplements, bottled water, and baby formula; and, (4) medical devices including heart pacemakers, surgical implants, prosthetics, and dental devices.

Regarding its regulation of drugs, the FDA process requires a review that begins with the filing of an "Investigational New Drug" (IND) application, with follow on clinical studies and clinical trials that the FDA uses to determine whether a drug is safe and effective, and therefore subject to approval for human use by the FDA.

Aside from the FDA's mandate to regulate drugs, the FDA also regulates dietary supplement products and dietary ingredients under the Dietary Supplement Health and Education Act of 1994. This law prohibits manufacturers and distributors of dietary supplements and dietary ingredients from marketing products that are adulterated or misbranded. This means that these firms are responsible for evaluating the safety and labeling of their products before marketing to ensure that they meet all the requirements of the law and FDA regulations, including, but not limited to the following labeling requirements: (1) identifying the supplement; (2) nutrition labeling; (3) ingredient labeling; (4) claims; and, (5) daily use information.

The FDA has not approved cannabis, hemp or CBD derived from industrial hemp as a safe and effective drug for any indication. As of the date of this filing, we have not, and do not intend to file an IND with the FDA, concerning any of our consumer products that contain CBD derived from industrial hemp.

The FDA has concluded that products containing industrial hemp derived CBD are excluded from the dietary supplement definition under sections 201(ff)(3)(B)(i) and (ii) of the U.S. Food, Drug & Cosmetic Act, respectively. The FDA's position is that products containing industrial hemp derived CBD are Schedule 1 drugs under the Controlled Substances Act, and so are illegal drugs that are under the purview of the U.S. Drug Enforcement Agency and U.S. Justice Dept., who are charged with enforcing the Controlled Substances Act. However, at some indeterminate future time, the FDA may choose to change its position concerning cannabis generally, and specifically products containing industrial hemp derived CBD, and may choose to enact regulations that are applicable to such products as either drugs or supplements. In this event, our industrial hemp-based products containing CBD may be subject to regulation (See Risk Factors, Item IA).

In addition to strict compliance with state laws and regulations in those jurisdictions where cannabis is legal for recreational or medical use, the Company's research and development activities intend to comply with the parameters of a recent 9th Cir. Federal Appellate Court decision, United States v. McIntosh, 2016 DJDAR 8484 (Aug. 16, 2016), which held: "the U.S. Department of Justice cannot spend money to prosecute federal marijuana cases if the defendants comply with state guidelines that permit the drug's sale for medical purposes". The Court reasoned that "if the DOJ punishes individuals for engaging in activities permitted under state law (such as the use, cultivation, distribution and possession of medical marijuana), then the DOJ is preventing state law from being implemented as a practical matter." "By officially permitting certain conduct, state law provides for non-prosecution of individuals who engage in such conduct. If the federal government prosecutes such individuals, it has prevented the state from giving practical effect to its law providing for non-prosecution of individuals who engage in the permitted conduct." This ruling is consistent with Congress's passing of its current budget law, that included an amendment known as "Rohrabacher-Blumenauer," which prohibits the Justice Department from using federal funds to prevent certain states "from implementing their own State laws that authorize the use, distribution, possession or cultivation of medical marijuana."

Critical Accounting Policies - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Note 1 to the Consolidated Financial Statements describes the significant accounting policies and methods used in the preparation of the Consolidated Financial Statements. Estimates are used for, but not limited to, contingencies and taxes. Actual results could differ materially from those estimates. The following critical accounting policies are impacted significantly by judgments, assumptions, and estimates used in the preparation of the Consolidated Financial Statements.

Stock-Based Compensation - The Company also issues restricted shares of its common stock for share-based compensation programs to employees and non-employees. The Company measures the compensation cost with respect to restricted shares to employees based upon the estimated fair value at the date of the grant, and is recognized as expense over the period which an employee is required to provide services in exchange for the award. For non-employees, the Company measures the compensation cost with respect to restricted shares based upon the estimated fair value at measurement date which is either a) the date at which a performance commitment is reached, or b) at the date at which the necessary performance to earn the equity instruments is complete.

Recent Accounting Pronouncements - See Note 3 of the condensed consolidated financial statements for discussion of recent accounting pronouncements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable to Smaller Reporting Companies.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Management of the Company is responsible for maintaining disclosure controls and procedures that are designed to ensure that financial information required to be disclosed in the reports that the Company files or submits under the Securities Exchange Act of 1934 (the "Exchange Act") is recorded, processed, summarized and reported within the timeframes specified in the Securities and Exchange Commission's rules and forms, consistent with Items 307 and 308 of Regulation S-K.

In addition, the disclosure controls and procedures must ensure that such financial information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required financial and other required disclosures.

As of June 30, 2018, an evaluation of the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13(a)-15(e) and 15(d)-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act") was carried out under the supervision and with the participation of our Chief Executive Officer, Chief Financial Officer, and other persons carrying out similar functions for the Company. Based on the evaluation of the Company's disclosure controls and procedures, the Company concluded that during the period covered by this report, such disclosure controls and procedures were effective.

The Company continues to employ and refine a structure in which critical accounting policies, issues and estimates are identified, and together with other complex areas, are subject to multiple reviews by accounting personnel. In addition, the Company evaluates and assesses its internal controls and procedures regarding its financial reporting, utilizing standards incorporating applicable portions of the Public Company Accounting Oversight Board's *2009 Guidance for Smaller Public Companies in Auditing Internal Controls Over Financial Reporting* as necessary and on an on-going basis.

Changes in Internal Controls Over Financial Reporting

The Company has no reportable changes to its internal controls over financial reporting for the period covered by this report.

The Company will continually enhance and test its internal controls over financial reporting. Additionally, the Company's management, under the control of its Chief Executive Officer and Chief Financial Officer, will increase its review of its disclosure controls and procedures on an ongoing basis. Finally, the Company plans to designate, in conjunction with its Chief Financial Officer, individuals responsible for identifying reportable developments and the process for resolving compliance issues related to them. The Company believes these actions will focus necessary attention and resources in its internal accounting functions.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

On June 25, 2018, DTTO Funding filed an action against the Company in the United States District Court for the Northern District of Texas. DTTO seeks damages against the Company related to the Company's April 20, 2017 convertible promissory note in which DTTO lent the Company $111,111. Principal and interest in the note were, at the election of DTTO, convertible into common shares of the Company. On November 30, 2017, DTTO notified the Company of an election to convert a portion of the note to common shares, but the Company failed to process the conversion. The Company failed to repay principal and interest otherwise due on the maturity date of April 20, 2018. DTTO's action seeks damages against the Company including principal, default interest, liquidated damages, attorney fees and costs.

ITEM 1A. RISK FACTORS

Our business involves a number of very significant risks, including but not limited to various areas of the cannabis industry being illegal under Federal Law and susceptible to aggressive prosecution from the U.S. Attorney General. Our business, operating results and financial condition could be seriously harmed as a result of the occurrence of any of the following risks.

You should invest in our common stock only if you can afford to lose your entire investment. Your decision to invest in our common stock should only be made after you have knowingly accepted the possibilities of such a loss and the associated risks, including our business being so close to the Federally illegal cannabis industry, including various states where hemp and marijuana are still not legal for commercial purposes and sale.

Risks Related to Our Business

Because we have only recently begun our hempSMART™ operations, and our other ventures are all in the development stage or not of yet capitalized, we anticipate our operating expenses will increase prior to earning revenue, and we may never achieve profitability:

We launched our first hempSMART ™ product, hempSMART Brain ™ , in November, 2016. As we continue to conduct the research and development and release of other hempSMART ™ products and continue to pursue our business interests in Conveniant Hemp Mart, LLC, MoneyTrac Technology, Inc., and our joint ventures with Global Hemp Group, Inc. and Bougainville Ventures, we anticipate increases in our operating expenses, without realizing significant revenues from operations. Within the next 12 months, these increases in expenses will be attributed to the cost of (i) administration and start-up costs, (ii) research and development, (iii) advertising and website development, (iv) legal and accounting fees at various stages of operation, (v) joint venture activities, (vi) creating and maintaining distribution and supply chain channels.

As a result of some or all of these factors in combination, we will incur significant financial losses in the foreseeable future. There is no history upon which to base any assumption as to the likelihood that our Company will prove successful. We cannot provide investors with any assurance that our business will attract customers and investors. If we are unable to address these risks, there is a high probability that our business will fail.

Failure to raise additional capital to fund operations could harm our business and results of operations:

Our primary source of operating funds from 2015 through the December 31, 2017 year-end has been from revenue generated from proceeds from the sale of our common stock and the issuance of convertible and other debt. The Company has experienced net losses from operations since inception but expects these conditions to improve in 2018 and beyond as it develops its business model. The Company has stockholders' deficiencies at December 31, 2017 and 2016 and requires additional financing to fund future operations. Currently, we do not have any arrangements for financing and can provide no assurance to investors that we will be able to obtain financing when required. No assurance can be given that our Company will obtain access to capital markets in the future or that financing, adequate to satisfy the cash requirements of implementing our business strategies, will be available on acceptable terms. The inability of our Company to gain access to capital markets or obtain acceptable financing could have an adverse effect upon the results of its operations and upon its financial conditions.

Cannabis and CBD are illegal under federal law:

Cannabis and CBD are Schedule 1 controlled substances and are illegal under federal law, specifically the Controlled Substances Act (21 U.S.C. § 811). Even in states that have legalized the use of cannabis and hemp, its sale and use remain violations of federal law. The illegality of cannabis and hemp under federal law preempts state laws that legalize its use. Therefore, strict enforcement of federal law regarding cannabis and hemp would likely result in our inability to proceed with our business plan. As Schedule 1 drugs, cannabis, hemp and CBD are viewed as being highly addictive and having no medical value. The United States Drug Enforcement Agency enforces the Controlled Substances Act, and persons violating it are subject to federal criminal prosecution. The criminal penalty structure in the Controlled Substances Act is determined based on the specific predicate violations, including but not limited to: simple possession, drug trafficking, attempt and conspiracy, distribution to minors, trafficking in drug paraphernalia, money laundering, racketeering, environmental damage from illegal manufacturing, continuing criminal enterprise, and smuggling. A first conviction under the Controlled Substances Act can generally result in possible fines from $250,000 to $50 million dollars, and incarceration for periods generally from five and up to forty years. For a second conviction, fines increase generally from $500,000 to $75 million dollars, and incarceration for periods generally from ten years to twenty years to life.

The federal government recently issued guidance to federal prosecutors concerning marijuana enforcement under the Controlled Substances Act (CSA). On January 4, 2018, Attorney General Jeff Sessions issued a memorandum for all United States Attorneys concerning cannabis enforcement. Mr. Sessions rescinded all previous prosecutorial guidance issued by the Department of Justice regarding cannabis, including the August 29, 2013 memorandum by James Cole, Deputy Attorney General (the "Cole Memorandum").

The Cole Memorandum previously set out the Department of Justice's prosecutorial priorities in light of various states legalizing cannabis for medicinal and/or recreational use. The Cole Memorandum provided that when states have implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of cannabis, conduct in compliance with those laws and regulations is less likely to threaten the federal priorities. Indeed, a robust system may affirmatively address those priorities by, for example, implementing effective measures to prevent diversion of cannabis outside of the regulated system and to other states, prohibiting access to marijuana by minors, and replacing an illicit cannabis trade that funds criminal enterprises with a tightly regulated market in which revenues are tracked and accounted for. In those circumstances, consistent with the traditional allocation of federal-state efforts in this area, the Cole Memorandum provided that enforcement of state law by state and local law enforcement and regulatory bodies should remain the primary means of addressing cannabis-related activity. If state enforcement efforts are not sufficiently robust to protect against the harms set forth above, the federal government may seek to challenge the regulatory structure itself in addition to continuing to bring individual enforcement actions, including criminal prosecutions, focused on those harms.

By rescinding the Cole Memorandum, Mr. Sessions injected material uncertainty as it relates to how the Department of Justice will evaluate cannabis cases for prosecution, and risk into the Company's business as it relates to the research, development, marketing and sale of its hempSMART ™ products containing hemp derived CBD.

Mr. Sessions stated that U.S. Attorneys must decide whether or not to pursue prosecution of cannabis activity based upon factors including: the seriousness of the crime, the deterrent effect of criminal prosecution, and the cumulative impact of particular crimes on the community. Mr. Sessions reiterated that the cultivation, distribution and possession of cannabis continues to be a crime under the U.S. Controlled Substances Act.

As to the Company engaging in business outside of the jurisdiction of the U.S.A., we assume that laws in other country(s), territories or destinations are similar to that of the United States Federal Government. As a result, we will retain competent legal counsel in any outside jurisdiction prior to engaging in any cannabis or hemp business.

Laws and regulations affecting our industry are constantly changing:

The constant evolution of laws and regulations affecting the cannabis industry could detrimentally affect our operations. Local, state and federal medical cannabis laws and regulations are broad in scope and subject to changing interpretations. These changes may require us to incur substantial costs associated with legal and compliance fees and ultimately require us to alter our business plan. Furthermore, violations of these laws, or alleged violations, could disrupt our business and result in a material adverse effect on our operations. In addition, we cannot predict the nature of any future laws, regulations, interpretations or applications, and it is possible that regulations may be enacted in the future that will be directly applicable to our business.

Our business is subject to risk of government action:

While we will use our best efforts to comply with all state and local laws and regulations laws, there is a possibility that U.S. Federal Government Action to enforce any alleged violations may result in legal fees and damage awards that would adversely affect us.

Because our business is dependent upon continued market acceptance by consumers, any negative trends will adversely affect our business operations:

We are substantially dependent on continued market acceptance and proliferation of consumers of cannabis and hemp. We believe that as cannabis and hemp become more accepted, the stigma associated with them will diminish and as a result consumer demand will continue to grow. While we believe that the market and opportunity in the cannabis space continues to grow, we cannot predict the future growth rate and size of the market. Any negative outlook on the cannabis industry will adversely affect our business operations.

The possible FDA Regulation of cannabis, hemp and industrial hemp derived CBD, and the possible registration of facilities where hemp is grown and CBD products are produced, if implemented, could negatively affect the cannabis industry generally, which could directly affect our financial condition:

The FDA has not approved cannabis, industrial hemp or CBD derived from industrial hemp as a safe and effective drug for any indication. The FDA considers these substances illegal Schedule 1 drugs. As of the date of this filing, we have not, and do not intend to file an IND with the FDA, concerning any of our hempSMART ™ products that contain industrial hemp or CBD derived from industrial hemp. Further, The FDA has concluded that products containing industrial hemp or CBD derived from industrial hemp are excluded from the dietary supplement definition under sections 201(ff)(3)(B)(i) and (ii) of the U.S. Food, Drug & Cosmetic Act, respectively. However, at some indeterminate future time, the FDA may choose to change its position concerning products containing cannabis, hemp, or CBD derived from industrial hemp, and may choose to enact regulations that are applicable to such products, including, but not limited to: the growth, cultivation, harvesting and processing of cannabis and hemp; regulations covering the physical facilities where cannabis and hemp are grown; and possible testing to determine efficacy and safety of industrial hemp derived CBD. In this hypothetical event, our industrial hemp-based hempSMART ™ products containing CBD may be subject to regulation. In the hypothetical event that some or all of these regulations are imposed, we do not know what the impact would be on the cannabis industry in general, and what costs, requirements and possible prohibitions may be enforced. If we are unable to comply with the conditions and possible costs of possible regulations and/or registration as may be prescribed by the FDA, we may be unable to continue to operate our business.

We may have difficulty accessing the service of banks:

On February 14, 2014, the U.S. government issued rules allowing banks to legally provide financial services to state-licensed cannabis businesses. A memorandum issued by the Justice Department to federal prosecutors re-iterated guidance previously given, this time to the financial industry, that banks can do business with legal cannabis businesses and "may not" be prosecuted. We assume this applies to hemp. The Treasury Department's Financial Crimes Enforcement Network (FinCEN) issued guidelines to banks that "it is possible to provide financial services"" to state-licensed cannabis (and hemp) businesses and still be in compliance with federal anti-money laundering laws. The guidance falls short of the explicit legal authorization that banking industry officials had pushed the government to provide and to date, it is not clear if any banks have relied on the guidance. The aforementioned policy may be administration dependent and a change in presidential administrations may cause a policy reversal and retraction of current policies, wherein legal cannabis and hemp businesses may not have access to the banking industry. Also, the inability of potential customers in our target market to open accounts and otherwise use the service of banks may make it difficult for our affiliate sales representatives to purchase our hempSMART ™ products.

Banking regulations in our business are costly and time consuming:

In assessing the risk of providing services to a cannabis-related business, a financial institutions may conduct customer due diligence that includes: (i) verifying with the appropriate state authorities whether the business is duly licensed and registered; (ii) reviewing the license application (and related documentation) submitted by the business for obtaining a state license to operate its cannabis-related business; (iii) requesting from state licensing and enforcement authorities available information about the business and related parties; (iv) developing an understanding of the normal and expected activity for the business, including the types of products to be sold and the type of customers to be served (e.g., medical versus recreational customers); (v) ongoing monitoring of publicly available sources for adverse information about the business and related parties; (vi) ongoing monitoring for suspicious activity, including for any of the red flags described in this guidance; and (vii) refreshing information obtained as part of customer due diligence on a periodic basis and commensurate with the risk. With respect to information regarding state licensure obtained in connection with such customer due diligence, a financial institution may reasonably rely on the accuracy of information provided by state licensing authorities, where states make such information available. These regulatory reviews may be time consuming and costly.

Due to our involvement in the cannabis/hemp industry, we may have a difficult time obtaining the various insurances that are desired to operate our business, which may expose us to additional risk and financial liability:

Insurance that is otherwise readily available, such as general liability, and directors and officer's insurance, is more difficult for us to find, and more expensive, because we sell products containing industrial hemp-based CBD, and generally conduct research and development in the cannabis/hemp industry. There are no guarantees that we will be able to find such insurances in the future, or that the cost will be affordable to us. If we are forced to go without such insurances, it may prevent us from entering into certain business sectors, may inhibit our growth, and may expose us to additional risk and financial liabilities.

The Company's industry is highly competitive and we have less capital and resources than many of our competitors which may give them an advantage in developing and marketing products similar to ours or make our products obsolete:

We are involved in a highly competitive industry where we may compete with numerous other companies who offer alternative methods or approaches, who may have far greater resources, more experience, and personnel perhaps more qualified than we do. Such resources may give our competitors an advantage in developing and marketing products similar to ours or products that make our products obsolete. There can be no assurance that we will be able to successfully compete against these other entities.

We may be unable to respond to the rapid technological change in the industry and such change may increase costs and competition that may adversely affect our business:

Rapidly changing technologies, frequent new product and service introductions and evolving industry standards characterize our market. The continued growth of the Internet and intense competition in our industry exacerbates these market characteristics. Our future success will depend on our ability to adapt to rapidly changing technologies by continually improving the performance features and reliability of our hempSMART ™ products. We may experience difficulties that could delay or prevent the successful development, introduction or marketing of our hempSMART ™ products. In addition, any new enhancements must meet the requirements of our current and prospective customers and must achieve significant market acceptance. We could also incur substantial costs if we need to modify our hempSMART ™ products and services or infrastructures to adapt to these changes.

We also expect that new competitors may introduce products or services that are directly or indirectly competitive with us. These competitors may succeed in developing, products and services that have greater functionality or are less costly than our products and services and may be more successful in marketing such products and services. Technological changes have lowered the cost of operating communications and computer systems and purchasing software. These changes reduce our cost of selling products and providing services, but also facilitate increased competition by reducing competitors' costs in providing similar services. This competition could increase price competition and reduce anticipated profit margins.

Our hempSMART™ products are new and our industry is rapidly evolving:

Due consideration must be given to our prospects in light of the risks, uncertainties and difficulties frequently encountered by companies in their early stage of development, particularly companies in the rapidly evolving legal cannabis and hemp industries. To be successful we must, among other things:

- Develop, manufacture and introduce new attractive and successful consumer products in our hempSMART ™ brand.
- Attract and maintain a large customer base and develop and grow that customer base.
- Increase awareness of our hempSMART ™ brand and develop effective marketing strategies to insure consumer loyalty.
- Establish and maintain strategic relationships with key sales, marketing, manufacturing and distribution providers.
- Respond to competitive and technological developments.
- Attract, retain and motivate qualified personnel.

We cannot guarantee that we will succeed in achieving these goals, and our failure to do so would have a material adverse effect on our business, prospects, financial condition and operating results.

Some of our hempSMART ™ products are new and are only in early stages of commercialization. We are not certain that these products will function as anticipated or be desirable to their intended markets. Also, some of our products may have limited functionalities, which may limit their appeal to consumers and put us at a competitive disadvantage. If our current or future hempSMART ™ products fail to function properly or if we do not achieve or sustain market acceptance, we could lose customers or could be subject to claims which could have a material adverse effect on our business, financial condition and operating results.

As is typical in a new and rapidly evolving industry, demand and market acceptance for recently introduced products and services are subject to a high level of uncertainty and risk. Because the market for our Company is new and evolving, it is difficult to predict with any certainty the size of this market and its growth rate, if any. We cannot guarantee that a market for our Company will develop or that demand for our products will emerge or be sustainable. If the market fails to develop, develops more slowly than expected or becomes saturated with competitors, our business, financial condition and operating results would be materially adversely affected.

The Company's failure to continue to attract, train, or retain highly qualified personnel could harm the Company's business:

The Company's success also depends on the Company's ability to attract, train, and retain qualified personnel, specifically those with management and product development skills. In particular, the Company must hire additional skilled personnel to further the Company's research and development efforts. Competition for such personnel is intense. If the Company does not succeed in attracting new personnel or retaining and motivating the Company's current personnel, the Company's business could be harmed.

If we are unable to attract and retain independent associates, our business may suffer.

Our future success depends largely upon our ability to attract and retain a large active base of independent direct sales associates and members who purchase our hempSMART ™ products. We cannot give any assurances that the number of our independent associates will be established or increase in the future. Several factors affect our ability to attract and retain independent associates and members, including: on-going motivation of our independent associates; general economic conditions; significant changes in the amount of commissions paid; public perception and acceptance of our industry; public perception and acceptance of multi-level marketing; public perception and acceptance of our business and our products, including any negative publicity; the limited number of people interested in pursuing multi-level marketing as a business; our ability to provide proprietary quality-driven products that the market demands; and, competition in recruiting and retaining independent associates.

The loss of key management personnel could adversely affect our business.

We depend on the continued services of our executive officers and senior management team as they work closely with independent associate leaders and are responsible for our day-to-day operations. Our success depends in part on our ability to retain our executive officers, to compensate our executive officers at attractive levels, and to continue to attract additional qualified individuals to our management team. Although we have entered into employment agreements with our senior management team, and do not believe that any of them are planning to leave or retire in the near term, we cannot assure you that our senior managers will remain with us. The loss or limitation of the services of any of our executive officers or members of our senior management team, or the inability to attract additional qualified management personnel, could have a material adverse effect on our business, financial condition, results of operations, or independent associate relations.

The lack of available and cost-effective directors and officer's insurance coverage in our industry may cause us to be unable to attract and retain qualified executives, and this may result in our inability to further develop our business.

Our business depends on attracting independent directors, executives and senior management to advance our business plans. We currently do not have directors and officer's insurance to protect our directors, officers and the company against to possible third-party claims. This is due to the significant lack availability of such policies in the cannabis industry at reasonably competitive prices. As a result, the Company and our executive directors and officers are susceptible to liability claims arising by third parties, and as a result, we may be unable to attract and retain qualified independent directors and executive management causing the development of our business plans to be impeded as a result.

If government regulations regarding multi-level marketing change or are interpreted or enforced in a manner adverse to our business, we may be subject to new enforcement actions and material limitations regarding our overall business model.

Multi-level marketing is subject to foreign, federal, and state regulations. Any change in legislation and regulations could affect our business. Furthermore, significant penalties could be imposed on us for failure to comply with various statutes or regulations resulting from: ambiguity in statutes; regulations and related court decisions; the discretion afforded to regulatory authorities and courts interpreting and enforcing laws; and new regulations or interpretations of regulations affecting our business.

If our network marketing activities do not comply with government regulations, our business could suffer.

Many governmental agencies regulate our multi-level marketing activities. A government agency's determination that our business or our independent associates have significantly violated a law or regulation could adversely affect our business. The laws and regulations for multi-level marketing intend to prevent fraudulent or deceptive schemes. Our business faces constant regulatory scrutiny due to the interpretive and enforcement discretion given to regulators, periodic misconduct by our independent associates, adoption of new laws or regulations, and changes in the interpretation of new or existing laws or regulations.

Independent associates could fail to comply with our policies and procedures or make improper product, compensation, marketing or advertising claims that violate laws or regulations, which could result in claims against us that could harm our financial condition and operating results.

In part, we sell our products through a sales force of independent associates. The independent associates are independent contractors and, accordingly, we are not in a position to provide the same direction, motivation, and oversight as we would if associates were our own employees. As a result, there can be no assurance that our associates will participate in our marketing strategies or plans, accept our introduction of new products, or comply with our associate policies and procedures. All independent associates will be required to sign a written contract and agree to adhere to our policies and procedures, which prohibit associates from making false, misleading or other improper claims regarding our hempSMART ™ products or income potential from the distribution of the products. However, independent associates may from time to time, without our knowledge and in violation of our policies, create promotional materials or otherwise provide information that does not accurately describe our marketing program. There is a possibility that some jurisdictions could seek to hold us responsible for independent associate activities that violate applicable laws or regulations, which could result in government or third-party actions or fines against us, which could harm our financial condition and operating results.

We may be held responsible for certain taxes or assessments relating to the activities of our independent associates, which could harm our financial condition and operating results.

Our independent associates are subject to taxation and, in some instances, legislation or governmental agencies impose an obligation on us to collect taxes, such as value added taxes, and to maintain appropriate tax records. In addition, we are subject to the risk in some jurisdictions of being responsible for social security and similar taxes with respect to our distributors. In the event that local laws and regulations require us to treat our independent distributors as employees, or if our distributors are deemed by local regulatory authorities to be our employees, rather than independent contractors, we may be held responsible for social security and related taxes in those jurisdictions, plus any related assessments and penalties, which could harm our financial condition and operating results.

Our Investments in MoneyTrac Technology, Inc. and Conveniant Hemp Mart, LLC, Inc. are each subject to significant risks due to their development stage status, lack of liquidity, lack of operating history, dilution, lack of profits and the typical risks associated with start-up enterprises.

We made investments during 2017 in MoneyTrac Technology, Inc. and Conveniant Hemp Mart, LLC. Both of these ventures are in the development stage. The success of their respective business plans is uncertain and each may fail, causing us to lose our complete investment. The investments carry with them significant risks. Each company is still in an early phase and is just beginning to implement its respective business plans. There can be no assurance that either will ever operate profitably. As an equity purchaser in MoneyTrac and Conveniant Hemp Mart, we will not receive a return on our investment unless and until they distribute a dividend. Development stage companies may take a long time or never distribute dividends. As such, there can be no assurance that we will receive any returns from our investments. The timing of profit realization, if any, is highly uncertain. The likelihood of their respective success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by companies in their early stages of development. Either company may not be successful in attaining the objectives necessary for them to overcome these risks and uncertainties. Further, each company may need additional funding and it is possible that they will be unable to obtain additional funding as and when they need it. If either company is unable to obtain capital it may be on unfavorable terms or terms which excessively dilute us as an existing equity holder (See Note 4; by virtue of recent MoneyTrac sales of unregistered securities, the Company's equity position in MoneyTrac has been reduced to 6%). If either company is unable to obtain additional funding, they may not be able to repay debts when they are due and payable and they could be forced to delay their development, marketing and expansion efforts and could experience material losses and potentially cease operations.

We may be unable to fully capture the expected value from our joint ventures in Global Hemp Group, Inc. and Bougainville Ventures, Inc.

In connection with our entry into joint ventures with Global Hemp Group, Inc. and Bougainville Ventures, Inc., we face numerous risks and uncertainties, including effectively integrating our respective personnel, management controls and business relationships into an effective and cohesive operation. Further, we are subject to additional risks and uncertainties because we may be dependent upon, and subject to, liability losses or damages relating to system controls and personnel that are not under our control.

For example, our arrangements relating to the Company's joint venture Global Hemp Group, Inc. rely significantly upon the activities of Global Hemp Group, Inc. in Canada, and its operation of the research project in conformity with Canadian law. We will not be directly involved with the research, and will rely upon Global Hemp Group' personnel, business acumen, experience and involvement to insure compliance with the parameters of the research project and its compliance with Canadian law.

If we are unable to integrate and monitor our joint ventures successfully and efficiently, there is a risk that our results of operations, financial condition and cash flows may be materially and adversely affected. In addition, conflicts or disagreements between us and any of our joint venture partners may negatively impact the benefits to be achieved by the relevant joint venture. There is no assurance that any of our joint ventures will be successfully integrated or yield all of the positive benefits anticipated.

Our joint venture with Bougainville Ventures, Inc. is subject to completion of a revised and restated joint venture agreement which is not complete and subject to risks.

We originally entered into a joint venture agreement with Bougainville Ventures, Inc. on March 16, 2017. Both the Company and Bougainville made certain representations and promises to each other in the joint venture agreement, including, but not limited to, a commitment by the Company to provide funding for the joint venture in an amount not to exceed $1 million pursuant to a funding schedule; and, Bougainville's representations that it: owned and leased land in Washington State that was suitable for growing cannabis and an association and agreement with a Tier 3 license holder for use of the land to grow cannabis. The Company was unable to meet its funding commitment on schedule pursuant to the joint venture agreement. Bougainville did not have own or lease land in Washington State, but was a party to a real estate purchase contract that was in default. Bougainville did not have an agreement with a Tier 3 license holder to operate on the land. The Company and Bougainville entered into good faith negotiations to resolve the differences, discrepancies and representations in the joint venture agreement, and to enter into a revised and restated joint venture agreement. As of the date of this filing, the restated agreement is pending completion. We expect that, consistent with the original joint venture agreement in place, the land purchased as the result of funding the Company arranged for will be deeded into the joint venture by Bougainville, and that afterwards, the joint venture's involvement will be solely that as a lessor of the land to a third party, and as a provider of financial accounting and consulting services. However, as with any pending contract re-negotiation, there are unknown risks that terms may be reached that could be different from or materially harmful to the Company and its investment in the joint venture. These risks include disagreements between us and Bougainville that could result in costly and risky litigation, or materially different terms that could harm our financial position and investment, and our corresponding obligations under secured convertible promissory notes with St. George Investments, LLC that could result in liability under the terms of the notes or St. George's election to convert part of all of the debt outstanding into shares of our common stock, which would result in dilution of our common stock.

Risks Related to the Company

Uncertainty of profitability:

Our business strategy may result in increased volatility of revenues and earnings. As we will only develop a limited number of products at a time, our overall success will depend on a limited number of products, which may cause variability and unsteady profits and losses depending on the products and/or services offered and their market acceptance.

Our revenues and our profitability may be adversely affected by economic conditions and changes in the market for our products. Our business is also subject to general economic risks that could adversely impact the results of operations and financial condition.

Because of the anticipated nature of the products that we offer and attempt to develop, it is difficult to accurately forecast revenues and operating results and these items could fluctuate in the future due to a number of factors. These factors may include, among other things, the following:

- Our ability to raise sufficient capital to take advantage of opportunities and generate sufficient revenues to cover expenses.
- Our ability to source strong opportunities with sufficient risk adjusted returns.
- Our ability to manage our capital and liquidity requirements based on changing market conditions generally and changes in the developing legal medical marijuana and recreational marijuana industries.
- The acceptance of the terms and conditions of our multi-level sales agreements.
- The amount and timing of operating and other costs and expenses.
- The nature and extent of competition from other companies that may reduce market share and create pressure on pricing and investment return expectations.
- Adverse changes in the national and regional economies in which we will participate, including, but not limited to, changes in our performance, capital availability, and market demand.
- Adverse changes in the projects in which we plan to invest which result from factors beyond our control, including, but not limited to, a change in circumstances, capacity and economic impacts.
- Adverse developments in the efforts to legalize cannabis or increased federal enforcement.
- Changes in laws, regulations, accounting, taxation, and other requirements affecting our operations and business.
- Our operating results may fluctuate from year to year due to the factors listed above and others not listed. At times, these fluctuations may be significant.

Management of growth will be necessary for us to be competitive:

Successful expansion of our business will depend on our ability to effectively attract and manage staff, strategic business relationships, and shareholders. Specifically, we will need to hire skilled management and technical personnel as well as manage partnerships to navigate shifts in the general economic environment. Expansion has the potential to place significant strains on financial, management, and operational resources, yet failure to expand will inhibit our profitability goals.

We are entering a potentially highly competitive market:

The markets for businesses in the cannabis and hemp industries are competitive and evolving. In particular, we face strong competition from larger companies that may be in the process of offering similar products and services to ours. Many of our current and potential competitors have longer operating histories, significantly greater financial, marketing and other resources and larger client bases than we have (or may be expected to have).

Given the rapid changes affecting the global, national, and regional economies generally and the cannabis and hemp industries, in particular, we may not be able to create and maintain a competitive advantage in the marketplace. Our success will depend on our ability to keep pace with any changes in its markets, especially with legal and regulatory changes. Our success will depend on our ability to respond to, among other things, changes in the economy, market conditions, and competitive pressures. Any failure by us to anticipate or respond adequately to such changes could have a material adverse effect on our financial condition, operating results, liquidity, cash flow and our operational performance.

Although we believe that our hempSMART™ products are exempt from regulation under the CSA, the U.S. Patent and Trademark Office may disagree and disallow us from obtaining trademark and patent protection for our hempSMART™ brand and products:

We have applied for a trademark for our hempSMART ™ brand name and a patent for our hempSMART ™ Brain product. Because our hempSMART ™ Brain product contains industrial hemp derived CBD and may be considered an illegal Schedule 1 drug under federal law, the U.S. Patent and Trademark Office may not approve our pending applications for patent or trademark protection, and this could materially affect our ability to establish and grow our hempSMART ™ brand, products and develop our customer base and good will.

If we fail to protect our intellectual property, our business could be adversely affected:

Our viability will depend, in part, on our ability to develop and maintain the proprietary aspects of our hempSMART ™ products and brand to distinguish our hempSMART ™ products and services from our competitors' products and services. We rely on patents, copyrights, trademarks, trade secrets, and confidentiality provisions to establish and protect our intellectual property.

Any infringement or misappropriation of our intellectual property could damage its value and limit our ability to compete. We may have to engage in litigation to protect the rights to our intellectual property, which could result in significant litigation costs and require a significant amount of our time.

Competitors may also harm our sales by designing products that mirror the capabilities of our products or technology without infringing on our intellectual property rights. If we do not obtain sufficient protection for our intellectual property, or if we are unable to effectively enforce our intellectual property rights, our competitiveness could be impaired, which would limit our growth and future revenue.

We may also find it necessary to bring infringement or other actions against third parties to seek to protect our intellectual property rights. Litigation of this nature, even if successful, is often expensive and time-consuming to prosecute, and there can be no assurance that we will have the financial or other resources to enforce our rights or be able to enforce our rights or prevent other parties from developing similar technology or designing around our intellectual property.

Our trade secrets may be difficult to protect:

Our success depends upon the skills, knowledge and experience of our scientific and technical personnel, our consultants and advisors, as well as our contractors. Because we operate in a highly competitive industry, we rely in part on trade secrets to protect our proprietary hempSMART ™ products and processes. However, trade secrets are difficult to protect. We enter into confidentiality or non-disclosure agreements with our corporate partners, employees, consultants, outside scientific collaborators, developers and other advisors. These agreements generally require that the receiving party keep confidential and not disclose to third parties confidential information developed by the receiving party or made known to the receiving party by us during the course of the receiving party's relationship with us. These agreements also generally provide that inventions conceived by the receiving party in the course of rendering services to us will be our exclusive property, and we enter into assignment agreements to perfect our rights.

These confidentiality, inventions and assignment agreements may be breached and may not effectively assign intellectual property rights to us. Our trade secrets also could be independently discovered by competitors, in which case we would not be able to prevent the use of such trade secrets by our competitors. The enforcement of a claim alleging that a party illegally obtained and was using our trade secrets could be difficult, expensive and time consuming and the outcome would be unpredictable. The failure to obtain or maintain meaningful trade secret protection could adversely affect our competitive position.

Our Business Can be Affected by Unusual Weather Patterns:

The production of some of our hempSMART ™ products relies on the availability and use of live plant material. Growing periods can be impacted by weather patterns and these unpredictable weather patterns may impact our ability to harvest hemp products. In addition, severe weather, including drought and hail, can destroy a hemp crop, which could result in our having no hemp to process. If our suppliers are unable to obtain sufficient hemp from which to process CBD, our ability to meet customer demand, generate sales, and maintain operations will be impacted.

Ordinary and necessary business deduction other than the cost of goods sold are disallowed by the Internal Revenue Services for Cannabis companies under IRC Section 280E:

At this juncture, IRS 280E does not interfere with our businesses model from deducting ordinary and necessary business expenses. However, should Company enter the cannabis industry more directly, this onerous tax burden might significantly impact the profitability of the Company and may make the pricing of its products less competitive.

Risks Related to Our Common Stock

Because we may issue additional shares of our common stock, investment in our company could be subject to substantial dilution:

Investors' interests in our Company will be diluted and investors may suffer dilution in their net book value per share when we issue additional shares. We are authorized to issue 5,000,000,000 shares of common stock, $0.001 par value per share. As of June 30, 2018, there were 2,304,801,245 shares of our common stock issued and outstanding. We anticipate that all or at least some of our future funding, if any, will be in the form of equity financing from the sale of our common stock. If we do sell more common stock, investors' investment in our company will be diluted. Dilution is the difference between what investors pay for their stock and the net tangible book value per share immediately after the additional shares are sold by us. If dilution occurs, any investment in our company's common stock could seriously decline in value.

Trading in our common stock on the OTC Pink Exchange has been subject to wide fluctuations:

Our common stock is currently quoted for public trading on the OTC Pink Market Tier. The trading price of our common stock has been subject to wide fluctuations. Trading prices of our common stock may fluctuate in response to a number of factors, many of which will be beyond our control. The stock market has generally experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of companies with limited business operation. There can be no assurance that trading prices and price earnings ratios previously experienced by our common stock will be matched or maintained. These broad market and industry factors may adversely affect the market price of our common stock, regardless of our operating performance. In the past, following periods of volatility in the market price of a company's securities, securities class-action litigation has often been instituted. Such litigation, if instituted, could result in substantial costs for us and a diversion of management's attention and resources.

Utah law, our Certificate of Incorporation and our by-laws provides for the indemnification of our officers and directors at our expense, and correspondingly limits their liability, which may result in a major cost to us and hurt the interests of our shareholders because corporate resources may be expended for the benefit of officers and/or directors:

Our Certificate of Incorporation and By-Laws include provisions that eliminate the personal liability of our directors for monetary damages to the fullest extent possible under the laws of the State of Utah or other applicable law. These provisions eliminate the liability of our directors and our shareholders for monetary damages arising out of any violation of a director of his fiduciary duty of due care. Under Utah law, however, such provisions do not eliminate the personal liability of a director for (i) breach of the director's duty of loyalty, (ii) acts or omissions not in good faith or involving intentional misconduct or knowing violation of law, (iii) payment of dividends or repurchases of stock other than from lawfully available funds, or (iv) any transaction from which the director derived an improper benefit. These provisions do not affect a director's liabilities under the federal securities laws or the recovery of damages by third parties.

We do not intend to pay cash dividends on any investment in the shares of stock of our Company and any gain on an investment in our Company will need to come through an increase in our stock's price, which may never happen:

We have never paid any cash dividends and currently do not intend to pay any cash dividends for the foreseeable future. To the extent that we require additional funding currently not provided for, our funding sources may prohibit the payment of a dividend. Because we do not currently intend to declare dividends, any gain on an investment in our company will need to come through an increase in the stock's price. This may never happen and investors may lose all of their investment in our company.

Because our securities are subject to penny stock rules, you may have difficulty reselling your shares:

Our shares as penny stocks, are covered by Section 15(g) of the Securities Exchange Act of 1934 which imposes additional sales practice requirements on broker/dealers who sell our company's securities including the delivery of a standardized disclosure document; disclosure and confirmation of quotation prices; disclosure of compensation the broker/dealer receives; and, furnishing monthly account statements. These rules apply to companies whose shares are not traded on a national stock exchange, trade at less than $5.00 per share, or who do not meet certain other financial requirements specified by the Securities and Exchange Commission. These rules require brokers who sell "penny stocks" to persons other than established customers and "accredited investors" to complete certain documentation, make suitability inquiries of investors, and provide investors with certain information concerning the risks of trading in such penny stocks. These rules may discourage or restrict the ability of brokers to sell our shares of common stock and may affect the secondary market for our shares of common stock. These rules could also hamper our ability to raise funds in the primary market for our shares of common stock.

FINRA sales practice requirements may also limit a stockholder's ability to buy and sell our stock:

In addition to the "penny stock" rules described above, the Financial Industry Regulatory Authority (known as "FINRA") has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative low-priced securities will not be suitable for at least some customers. FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our common shares, which may limit your ability to buy and sell our stock and have an adverse effect on the market for our shares.

Costs and expenses of being a reporting company under the 1934 Securities and Exchange Act may be burdensome and prevent us from achieving profitability.

As a public company, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and parts of the Sarbanes-Oxley Act. We expect that the requirements of these rules and regulations will continue to increase our legal, accounting and financial compliance costs, make some activities more difficult, time-consuming and costly, and place significant strain on our personnel, systems and resources.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

On April 9, 2018, the Company issued 4 million restricted common shares to David Cook in exchange for product development services. The Company relied upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, and Rule 506 of Regulation D promulgated thereunder, with respect to the issuance of the restricted stock. David Cook was an "accredited investor" and/or "sophisticated investor" pursuant to Section 501(a), 506(b) of the Securities Act, who provided the Company with representations, warranties and information concerning his qualifications as a "sophisticated investor" and/or "accredited investor." The Company provided and made available to David Cook full information regarding its business and operations. There was no general solicitation in connection with the offer or sale of the restricted securities.

On April 20, 2018, the Company issued 250,794 restricted common shares to Paula Vetter in exchange for services rendered. The Company relied upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, and Rule 506 of Regulation D promulgated thereunder, with respect to the issuance of the restricted stock. Paula Vetter was an "accredited investor" and/or "sophisticated investor" pursuant to Section 501(a), 506(b) of the Securities Act, who provided the Company with representations, warranties and information concerning her qualifications as a "sophisticated investor" and/or "accredited investor." The Company provided and made available to Paula Vetter full information regarding its business and operations. There was no general solicitation in connection with the offer or sale of the restricted securities.

On May 18, 2018, the Company issued 500,000 restricted common shares to Casey Eberhart in exchange for consulting services rendered. The Company relied upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, and Rule 506 of Regulation D promulgated thereunder, with respect to the issuance of the restricted stock. Casey Eberhart was an "accredited investor" and/or "sophisticated investor" pursuant to Section 501(a), 506(b) of the Securities Act, who provided the Company with representations, warranties and information concerning his qualifications as a "sophisticated investor" and/or "accredited investor." The Company provided and made available to Casey Eberhart full information regarding its business and operations. There was no general solicitation in connection with the offer or sale of the restricted securities.

On June 27, 2018, the Company issued 4 million restricted common shares to Paladin Advisors, LLC in exchange for $40,000. The Company relied upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, and Rule 506 of Regulation D promulgated thereunder, with respect to the issuance of the restricted stock. Paladin was an "accredited investor" and/or "sophisticated investor" pursuant to Section 501(a), 506(b) of the Securities Act, who provided the Company with representations, warranties and information concerning its qualifications as a "sophisticated investor" and/or "accredited investor." The Company provided and made available to Paladin full information regarding its business and operations. There was no general solicitation in connection with the offer or sale of the restricted securities.

On June 25, 2018, the Company issued 5 million restricted common shares to Arielle Tolchin in exchange for $50,000. The Company relied upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, and Rule 506 of Regulation D promulgated thereunder, with respect to the issuance of the restricted stock. Arielle Tolchin was an "accredited investor" and/or "sophisticated investor" pursuant to Section 501(a), 506(b) of the Securities Act, who provided the Company with representations, warranties and information concerning her qualifications as a "sophisticated investor" and/or "accredited investor." The Company provided and made available to Arielle Tolchin full information regarding its business and operations. There was no general solicitation in connection with the offer or sale of the restricted securities.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

The following exhibits are included as part of this report:

Exhibit Number	Exhibit Description
3.1	Articles of Incorporation (1)
3.2	By-laws (1)
10.1*	Global Hemp Group, Inc. TTO Enterprises, Inc. Company Joint Venture Agreement
31*	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32**	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase.
101.LAB*	XBRL Taxonomy Extension Labels Linkbase.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase.

* Filed herewith
** Furnished herewith
(1) Incorporated by reference

SIGNATURES

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

Dated: August 17, 2018

MARIJUANA COMPANY OF AMERICA, INC.

By: /S/ Donald Steinberg

Donald Steinberg
Principal Executive Officer
Principal Accounting Officer

JOINT VENTURE AGREEMENT

Made and Entered into By and Between

GLOBAL HEMP GROUP INC. , a company duly incorporated under the *British Columbia Business Corporations Act* and having its registered office located at #106 – 1169 Mt. Seymour Road, North Vancouver, BC V7H 2Y4, hereby represented by Charles Larsen, President and CEO, duly authorized as he so declares;

(" **GHG** ")

AND

MARIJUANA COMPANY OF AMERICA INC. , a company duly incorporated under the laws of the state of Utah and having its registered office located at 1340 West Valley Parkway, Escondido, CA 92029, hereby represented by Donald Steinberg, President and CEO, duly authorized as he so declares;

(" **MCOA** ")

AND

TTO ENTERPRISES LTD., a company duly incorporated under the laws of the state of Oregon, USA and having its registered office located at 41389 Hwy 226, Scio, OR 97374, hereby represented by John Giese, President, duly authorized as he so declares;

("TTO")

(GHG, MCOA and TTO hereinafter collectively referred to as the " **Parties** ")

WITH THE INTERVENTION OF:

COVERED BRIDGE ACRES LTD., a company incorporated under the Laws of the State of Oregon, having its registered office for the purposes hereof at41389 Hwy 226, Scio, OR 97374), hereby represented for the purposes hereof by Jeff Kilpatrick duly authorized as he so declares;

1. INTERPRETATION

In this Agreement, Section headings are for convenience purposes only and shall not be used in its interpretation. Unless the context clearly indicates a contrary intention: -

1.1 a word or an expression which denotes: -

1.1.1 any gender includes the other genders

1.1.2 a natural person includes an artificial or juristic person and vice versa

1.1.3 a singular includes the plural and vice versa

1.2 the following word and expressions shall bear the meanings assigned to the below and cognate words and expressions bear corresponding meanings: -

1.2.1 **"Agreement"** – this document together with its schedules, as amended from time to time;

1.2.2 **"Approved Business Plan"** means a business plan for the Joint Venture Company in respect of the Project that has been approved by the Parties (namely its Board) and forming an integral part of this Agreement;

1.2.3 **"Auditors"** - means the auditors of the Joint Venture Company as may from time to time be appointed by the Board of the Joint Venture Company;

1.2.4 **"Authority"** – means any local, municipal, provincial, state or another authority or official which has the power to impose or has a responsibility to apply any law whether in Canada, in the State of Oregon or elsewhere;

1.2.5 **"Board"** – means the Board of Directors of the Joint Venture Company as constituted from time to time;

1.2.6 **"Business Day"** – any calendar day which is not a Saturday, a Sunday or an official public holiday in Vancouver, British Columbia;

1.2.7 **"Confidential Information"** – the facts and details of the investigations and negotiations between the Parties concerning the subject matter of this Agreement, as well as all information which any Party discloses, furnishes or makes available to another Party regarding the subject matter of this Agreement whether prior to, in contemplation of, during or after negotiations and irrespective of whether such information is marked "confidential" or "proprietary" or otherwise. The confidential information accordingly namely includes, without limitation, all communications (whether written, oral or in any other form legally recognized), all reports, statements, schedules and other data concerning any financial, technical, labour, marketing, administrative, accounting and other matters, provided that, notwithstanding the foregoing, the confidential information shall not include the information referred to in Section 11;

1.2.8 **"CSE"** means the Canadian Securities Exchange;

1.2.9 **"Effective Date" -** means the date of last signature of this Agreement;

1.2.10 **"Encumbrance** " – any encumbrance over or security interest in any form over property, including any pledge, cession, mortgage, notarial bond, lien, right or hypothec, but excluding normal and usual servitudes or conditions in title deeds;

1.2.11 **"Escrow Pool"** means the escrow pool of common shares and common share purchase warrants of GHG and MCOA (which will form the units offered pursuant to the performance bonification offered to various individuals which are instrumental to the Project) to be released to Participants upon the occurrence of the Escrow Release milestones, as provided in Schedule "A" hereto;

1.2.12 **"Force Majeure"** – means any circumstance beyond the reasonable control of a Party and shall include (but shall not be limited to) any act of God, insurrection, riot, vandalism, mob violence, civil commotion, criminal activity, sabotage, acts of the military, police or civil authorities, any requirement of any authority, any court order, international restriction, epidemic, quarantine, restriction in the freedom of movement of persons and assets, material, transportation, electricity, water, utilities or other necessary resources, earthquake, excessive rainfall, floods and other effect of whether elements to which the Parties have no control;

1.2.13 **"Joint Venture Company"** – a company to be incorporated in United States by the Parties as a vehicle to undertake the business detailed in the objectives of this Agreement as contemplated in Section 3 the issued initial share capital of which company shall be held as detailed in Section 2.3;

1.2.14 **"Parties"** – collectively GHG, MCOA or TTO or their respective nominees;

1.2.15 " **Participants** " – means the participants to the Escrow Pool;

1.2.16 **"Project"** – means the definition provided in Section 3.2 below;

1.2.17 **"Shares"** – means issued shares of any class in the share capital of the Joint Venture Company;

1.2.18 **"Signature Date"** – the date of signature of this Agreement by the signatory which signs it last.

1.2.19 **"USD"** – United States of America dollars being the lawful currency in the United States of America.

1.3 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date and as amended or substituted from time to time.

1.4 If in any provision in a definition is a substantive provision conferring a right or imposing an obligation on any Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement.

1.5 Any reference to days (other than a reference to business days), or months or years shall be a reference to calendar days, months or years.

1.6 Schedules and exhibits to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedules or schedules, and vice versa. To the extent that there is any conflict between the schedules or exhibits to this Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

1.7 Where any term is defined within the context of any particular Section in this Agreement, the term so defined, unless it is clear from the Section in question that the term so defined has limited application to the relevant Section, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation Section.

1.8 The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting thereof shall not apply in the interpretation of this Agreement.

1.9 This Agreement shall be binding on and enforceable by the Administrators, Trustees, permitted Assigns or Liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's Administrators, Trustees, permitted Assigns or liquidators.

1.10 Where figures are referred to in numerals and in words, if there is any conflict between the two, the amount in words shall prevail.

2.0 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.1 The Parties wish to enter into this Agreement and provide funding as well as financial, technical, management and operational expertise upon the terms and conditions of this Agreement, in order to develop the Project, as defined hereinafter;

2.2 The Parties shall incorporate a Joint Venture Company in Oregon, United States, for implementing the Project;

2.3 The initial issued common shares of the Joint Venture Company shall be subscribed for and be held as follows; 42.5% by GHG, 42.5% by MCOA and 15% by TTO which shareholding shall be subject to variation in accordance with Section 7 of this Agreement.

2.4 The Shareholders shall be entitled to dividends from the Joint Venture Company in accordance with their respective shareholding in the Joint Venture Company, as more fully outlined in section 7.2 if prior to the Escrow Release, or provided for in section 7.2.2 if after the First Escrow Release or 7.2.3 if after Second Escrow Release.

3.0 OBJECT

3.1 Establishment of the Joint Venture

The Parties hereby shall jointly establish a joint venture (hereinafter referred to as the " **Joint Venture"** .

3.2 Purpose of the Joint Venture

The purpose of the Joint Venture shall be to carry on a business of commercializing the cultivation of high yielding CBD industrial hemp and the extraction of cannabinoids on properties located in the Scio, Oregon area (hereinafter referred to as the " **Project** ").

3.4 Head Office

The head office of the Joint Venture shall be located at the offices of GHG at the address indicated on the first page of this Agreement.

4.0 CONDITIONS PRECEDENT

4.1 This Agreement, by which the Parties shall be bound, is entirely conditional upon:

4.1.1 Within thirty (30) days from the Signature Date all regulatory and legal approvals, consents and waivers required, including but not limited to those to be obtained from the Canadian Securities Exchange and the British Columbia Securities Commission, as principal regulator, which shall be obtained by GHG, and the Securities and Exchange Commission, which shall be obtained by MCOA or its nominee, for the Project.

4.1.2 Within thirty (30) days from the Signature Date, GHG or its nominee providing financial proof acceptable to the Joint Venture Company, confirming that GHG and MCOA or their respective nominee(s) shall meet their financial obligations, in terms of this Agreement when called upon by the Joint Venture Company to do so.

4.2 Each Party shall act in good faith and use its best endeavors to ensure the fulfillment by it of the conditions precedent in respect of which it bears an obligation to fulfill.

4.3 The conditions precedent herein may not be waived, other than by written Agreement between the Parties.

4.4 If any condition precedent is not fulfilled for any reason whatever and is not waived in terms of Section 4.3, then:

4.3.1 This whole Agreement (other than the Sections referred to in Section 3.1 by which the Parties shall be bound) shall be of no force or effect;

4.3.2 Subject to Section 4.3.3, the Parties shall be entitled to be restored as near as possible to the positions in which they would have been, had this Agreement not been entered;

4.3.3 No Party shall have any claim against the other in terms of this Agreement, except for such claims (if any) as may arise from a breach of the Sections referred to in Section 3.1 or the action or inaction of a Party thereby causing a condition precedent not to be fulfilled.

5.0 OPERATION AND MANAGEMENT

5.1 The Joint Venture Company shall be managed by a Board of Directors. The Board shall be comprised of not less than three (3) Members. GHG shall be entitled to appoint one (1) Member to the Board, MCOA or its nominee shall appoint one (1) Member to the Board and TTO shall be entitled to appoint one (1) Member to the Board.

5.2 The quorum of the Board shall be two (2) Board Members provided that one (1) Director from GHG or its nominee and one (1) from MCOA or its nominee are present.

5.3 All meetings of the Directors of the Joint Venture Company shall be held in accordance with the provisions of the *Business Corporation Act (British Columbia)* and the Memorandum and Articles of Association of the Joint Venture Company.

5.4 Save and except as herein otherwise specifically provided, any question, resolution and matters whatsoever submitted for decision or action at any meeting of the Board shall be determined by a majority vote of the Directors present.

5.5 The Parties agree that all management systems and reports shall be in the English language and further that all Financial reporting shall comply with International Financial Reporting Standards.

It is agreed that the provisions in this Section 5.0 shall be incorporated into the Shareholders Agreement mutatis mutandis.

6.0 DUTIES

The Board shall take all decisions and appropriate measures in order to achieve the Joint Venture's purposes and to harmoniously and efficiently fulfill its obligations as to the Project. More specifically but without restricting the aforesaid, the Board shall:

i) have control and supervision over the Joint Venture and Project administrative and financial management;

ii) prepare the operating budget and submit it to the Parties before the realization of the Project and, from time to time or upon request by the Parties, prepare and submit a revised budget while in progress;

iii) distribute among the Parties the services to be rendered, the work to be performed and the materials to be supplied for the Project, taking into account the participation of each Party in the Joint Venture;

iv) sign (or appoint a Board member to sign) any contract, amendment, change order, addition, reduction or any other agreement with third parties, for and on behalf of the Joint Venture;

v) subcontract whole or part of any required work and sign (or appoint a Board member to sign) any pertaining purchase order or contract;

vi) open one or several bank accounts with a certified financial institution and deposit all sums of money and bills of exchange in connection with the Joint Venture or the Project;

vii) authorize all Project's necessary expenses;

viii) plan, have control and supervision over the Project realization and time schedule;

ix) coordinate and control all stages of the Project;

x) appoint any authorized person to bind the Joint Venture on a financial basis;

xi) have the bookkeeping made and the Joint Venture's financial statement prepared by an independent accounting firm, in accordance with generally accepted accounting principles;

xii) subscribe to any appropriate and sufficient insurance policy in connection with the Project;

xiii) settle, in a rapid and efficient manner, any dispute arising during the Project realization;

xiv) retain the services of a legal advisor to act for and on behalf of the Joint Venture, depending on the situation and the needs;

xv) report to the Parties, periodically or upon request, on the financial situation of the Joint Venture and on the Project status;

xvi) authorize, from time to time, any monetary surplus distribution resulting from the Project realization;

xvii) remit to the Parties, in proportion to their share in the Joint Venture, their attributable share once all debts and obligations have been paid; and

xviii) after the termination of the Project, liquidate the Joint Venture and render a full account to the Parties.

7.0 CONTRIBUTION AND PARTICIPATION

7.1 Contributions of the Parties:

a) Initial Contribution :

The initial contribution of the Parties (the **"Initial Contribution** ") shall be:
GHG : US$600,000 contribution in cash and common shares of the Company
MCOA US$600,000 contribution in cash
TTO US$180,000 contribution in kind
Total: US$1,380,000

b) MCOA Contribution Schedule

MCOA's Initial Contribution to the Joint Venture, of a total amount of US$600,000 shall be satisfied upon the following schedule (the " **MCOA Contribution Schedule** "):

i) US$200,000 upon execution of this Agreement;
ii) US$238,780 on or before July 31, 2018;
iii) US$126,445 on or before October 31, 2018; and
iv) US$34,775 on or before January 31, 2018.

Total MCOA Initial Contribution: US600,000

In the event that MCOA would not be able to proceed to the payment of its Initial Contribution on or prior to the scheduled MCOA Contribution Schedule pr, MCOA shall be entitled to a five (5) days cure period during which MCOA shall be permitted to pay its Initial Contribution without further prejudice, and without being considered to have defaulted its commitments under the terms and provisions of this Agreement (the " **Cure Period** ")

c) Subsequent Contributions:

Future contributions of the Parties, required in the interest of the Joint Venture, shall upon decision by the Board be in proportion to each Party's share in the Joint Venture, being understood that the Parties' respective participation in the Joint Venture shall be determined at the moment such future additional contribution is required, in accordance with the provisions of Section 7.2 and following subsections below.

d) Failure to comply with MCOA Contribution Schedule

Should (i) MCOA fail to provide its respective Initial Contribution to the Joint Venture in a timely manner, in accordance with the MCOA Contribution Schedule provided in Section 7.1.b) hereinabove (the " **MCOA Contribution Default** ") and following the expiration of the Cure Period and (ii) should GHG be responsible to make any of the aforementioned payment comprising the MCOA Contribution Schedule in order to remedy the MCOA Contribution

Default under this Agreement, it is hereby agreed and understood that GHG and MCOA's respective Initial Participation in the Joint Venture, provided in Section 7.2.1. and following subsection below, will be readjusted in proportion equal to the relevant MCOA Contribution Default, on a *pro rata* basis in accordance with the actual respective Initial Contribution of GHG and MCOA, in order to reflect the additional contribution of GHG to the Joint Venture to remedy the MCOA Contribution Default.

7.2 Parties' Participation

7.2.1 Initial Participation

Subject to the provisions of Section 7.1.d) hereinabove, the Parties' initial share participation in the Joint Venture shall be as follows (the " **Initial Participation** "):

GHG : Forty-two point five per cent (42.5%)
MCOA : Forty-two point five per cent (42.5%)
TTO : Fifteen percent (15.0%)
TOTAL one hundred percent (100.0%)

7.2.2 Purchase of TTO's First Tranche Participation

Once the First Escrow Release milestone is reached, as this term is defined in Section 7.4.2 i) herein, being the date when 20,000 hemp clones have been planted at the Scio farm, TTO, in exchange for the purchase by GHG and MCOA of five percent (5.0%) of his Initial Participation, will receive the following from GHG and MCOA, as more fully detailed in Schedule "A" attached hereto, being understood and agreed upon by the Parties hereto, that such purchase of the First Tranche Participation shall be made in accordance with the terms and conditions of a separate share purchase agreement to be entered between GHG, MCOA and TTO, containing appropriate and mandatory representations and warranties from GHG, MCOA and TTO that are customary in similar transactions:

- 250,000 common shares from the share capital of GHG, issued at a price of US$0.12 per common share, for a total pre-Project value of US$30,000 based on the capital expenditures of the Project;

- 250,000 common share purchase warrants entitling its holder to purchase one common share in the share capital of GHG at a price of US$0.12 per common share for a period of 60 months from the date of issuance;

- 1,000,000 common shares from the share capital of MCOA, issued at a price of US$0.03 per common share for a total pre-Project value of US$30,000 based on the capital expenditures of the Project; and

- 1,000,000 common share purchase warrants entitling its holder to purchase one common share in the share capital of MCOA at a price of $0.03 per common share for a period of 60 months from the date of issuance.

GHG : Forty-seven point five per cent (47.5%)
MCOA : Forty-seven point five per cent (47.5%)
TTO : Five percent (5.0%)
TOTAL One hundred percent (100.0%)

Being hereby understood that these proportions are provided in the event that MCOA respects the MCOA Contribution Schedule and that GHG is not responsible to make any payment to remedy to MCOA Contribution Default, as described in Section 7.1. d) hereinabove.

7.2.3 Purchase of TTO's Second Tranche Participation

Once the Second Escrow Release milestone is reached, as this term is defined in Section 7.4.2 ii) herein, being the date when the Joint Venture will reach Earnings before Interest, Taxes, Depreciation, and Amortization (" **EBITDA** ") by the sale of the products developed by the Joint Venture as part of the Project, of an amount of no less than one million dollars (US$1,000,000), TTO, in exchange for the purchase by GHG and MCOA of five percent (5.0%) of his Initial Participation, will receive the following from GHG and MCOA, as more fully detailed in Schedule "A" attached hereto, being understood and agreed upon by the Parties hereto, that such purchase of the Second Tranche Participation shall be made in accordance with the terms and conditions of a separate share purchase agreement to be entered between GHG, MCOA and TTO, containing appropriate and mandatory representations and warranties from GHG, MCOA and TTO that are customary in similar transactions:

- 250,000 common shares from the share capital of GHG, issued at a price of US$0.12 per common share, for a total pre-Project value of US$30,000 based on the capital expenditures of the Project;

- 250,000 common share purchase warrants entitling its holder to purchase one common share in the share capital of GHG at a price of US$0.12 per common share for a period of 60 months from the date of issuance;

- 1,000,000 common shares from the share capital of MCOA, issued at a price of US$0.03 per common share for a total pre-Project value of US$30,000 based on the capital expenditures of the Project; and

- 1,000,000 common share purchase warrants entitling its holder to purchase one common share in the share capital of MCOA at a price of $0.03 per common share for a period of 60 months from the date of issuance.

GHG : Forty-seven point five per cent (47.5%)
MCOA : F orty-seven point five per cent (47.5%)
TTO : Five percent (5.0%)
TOTAL One hundred percent (100.0%)

Being hereby understood that these proportions are provided in the event that MCOA respects the MCOA Contribution Schedule and that GHG is not responsible to make any payment to remedy to MCOA Contribution Default, as described in Section 7.1. d) hereinabove.

7.2.4 Property acquisition

In reference to the Project disclosed herein, 41389 Farms Ltd. will acquire a land described herein as being a real property with all improvements located thereon commonly know as 41389 Hwy 226, Scio, Linn Country, Oregon (the **"Property"**), which will be owned, in equal proportion by GHG (50%) and MCOA (50%).

The purchase price paid for the acquisition of the Property shall be paid as follows: on behalf of GHG, the issuance of 2,100,000 common shares of GHG representing an aggregate amount of US$275,000. As for MCOA, it shall pay its proportionate share in the Property by providing a cash payment of US$137,500 (the " **MCOA Payment** "). Until MCOA is financially capable to provide the MCOA Payment, GHG will advance the funds in lieu of MCOA. The MCOA Payment may be reimbursed to GHG, to the sole and unique prerogative of GHG, at the Harvest of the crops (the " **MCOA's Profit Share** "). GHG will receive a priority payment from any profit whatsoever deriving from the Harvest of the crops on the Property until the MCOA Payment is completely reimbursed. The advance from GHG to MCOA of the funds required by MCOA to make the MCOA Payment contemplated in this Section, shall be the object of a separate loan agreement or similar type of agreement that will comprise and provide all mandatory representations and warranties that are customary in such transactions.

7.3 Sharing the Profits

The Parties shall share the profits of the Joint Venture in proportion to the above stated percentages, being understood that the percentages that each Party is entitled to shall be modified to reflect whether the Parties holds the Initial Participation or the Resulting Participation at the time such profits are being distributed.

7.4 Escrow Pool and Escrow Release

7.4.1 Escrow Pool

It is hereby agreed between the Parties that GHG and MCOA will create an escrow pool of common shares and common share purchase warrants of GHG and MCOA (the " **Escrow Pool** ") comprised of the following, the whole as more fully described in Schedule "B" hereto (collectively referred to as the " **Escrowed Shares** "):

- A total of 2,500,000 common shares of GHG issued at a price of CDN$0.20 per common share;
- A total of 2,500,000 common share purchase warrants of GHG to purchase one common share in the share capital of GHG at a price of CDN$0.36 per common share for a period of 36 months from the date of issuance;

- A total of 11,000,000 common shares of MCOA issued at a price of $0.046 per common share; and

- A total of 11,000,000 common share purchase warrants of MCOA to purchase one common share in the share capital of MCOA at a price of $0.083 per common share for a period of 36 months from the date of issuance.

7.4.2 Escrow Release Milestones

The following two (2) events (the " **Escrow Release Milestones** ") will trigger the release from the Escrow Pool of the Escrowed Shares, the whole as more fully described in Schedule "B" attached hereto:

i) First Escrow Release Milestone : Once the EBITDA of the Joint Venture reaches $1,000,000 (one million dollars); and

ii) Second Escrow Release Milestone : Once the EBITDA of the Joint Venture reaches $2,000,000 (two million dollars).

7.4.3 Participant's Percentage of Escrowed Shares

The Participant shall receive an amount of Escrowed Shares equal to their respective interest in the Escrow Pool, being the following percentage, the whole as more fully described in Schedule "C" attached hereto, being understood and agreed upon by the Parties hereto, that such purchase of the Second Tranche Participation shall be made in accordance with the terms and conditions of a separate share purchase agreement to be entered between GHG, MCOA and TTO, containing appropriate and mandatory representations and warranties from GHG, MCOA and TTO that are customary in similar transactions:

TTO 100.00%

Total 100.0%

Upon the occurrence of the First Escrow Release Milestone or the Second Escrow Release Milestone, the Participant shall receive its respective corresponding amount of Escrowed Shares from the Escrow Pool, the whole in accordance with the provisions of Schedule "D" attached hereto, as described below:

i) Upon occurrence of the First Escrow Release Milestone : half (1/2) of the Escrowed Shares shall be released from the Escrow Pool to the Participant in the respective proportion of their interest in the Escrow Pool, as provided hereinabove and more fully disclosed in Schedule "D" attached hereto; and

ii) Upon occurrence of the Second Escrow Release Milestone : the remaining half (1/2) of the Escrowed Shares shall be released from the Escrow Pool to the Participant in the respective

proportion of their interest in the Escrow Pool, as provided hereinabove and more fully disclosed in Schedule "D" attached hereto.

7.5 Sharing the Assets

When liquidating the Joint Venture, the Parties shall share the assets in proportion to the stated percentages in section 7.2.1 if prior to the Escrow Release, or stated in section 7.2.2 if after the Escrow Release.

7.6 Sharing the Losses

The Parties shall share the losses of the Joint Venture in proportion to the stated percentages in section 7.2.1 if prior to the Escrow Release, or stated in section 7.2.2 if after the Escrow Release.

7.7 Working Capital Account

Upon the Board request and in proportion to the above stated percentages, each Party shall, from time to time, contribute to the Joint Venture working capital account. Should a Party not be in a financial position to contribute in its proportionate share, the defaulting Party will see its shareholding be reduced to the benefit of the other contributing shareholder.

8.0 SPECIAL PROVISIONS

8.1 Suretyship

Each Party shall provide sums of money or guarantees requested by any surety company as to any suretyship in connection with the Project realization (tender bond, performance bond, workmanship bond, etc.) in proportion to his share in the Joint Venture. Each Party shall also fill in and sign any form requested by such company.

8.2 Books

All books of the Joint Venture, including the accounting books, shall be continuously updated. The Parties and the accountants appointed by them may have access to these books at all times during the business hours of the Joint Venture, for examination or copying. These books shall be kept at the head office of the Joint Venture.

8.3 Fiscal Year

The fiscal year of the Joint Venture shall end on September 30 of each year or on any other date as determined by the Board.

8.4 Costs and Expenses

The Joint Venture shall not reimburse Parties for costs or expenses they have incurred on its behalf in the tendering process. Moreover, the Joint Venture shall not pay any costs or expenses to Parties or

members of the Board for their presence to the meetings. However, expenses first approved by the Board shall be paid on presentation of supporting documents.

8.5 Compliance with the Law

Each Party shall comply with and enforce any law or by-law in connection to services, work and materials he shall provide or supply in relation to his share of the Project attributed to him.

8.6 Permits and Licenses

Each Party shall apply for, at his expense, or shall hold and keep in force any necessary license, permit or authorization to perform the share of the Project attributed to him.

8.7 Taxes

Each Party shall pay to appropriate authorities any tax, duty, charge, withholding, or other mandatory contribution imposed by any law, by-law or order in connection with his interest in this Agreement or the share of the Project attributed to him.

8.8 Absence of Joint Liability

Notwithstanding any jointly and solidarily obligation of the Parties towards a third person as members of the Joint Venture, they shall be liable among them to fulfill such obligation and ensuing payment only in proportion to the share they hold in the Joint Venture.

8.9 Sums of Money due to a Party

Any amount paid in excess or advance made to the Joint Venture by a Party may be claimed from the other Party in proportion to the share it holds in the Joint Venture and shall bear interest at the rate of five per cent (5%) annually from its disbursement.

8.10 Restrictions on the Transfer of Shares

None of the Parties may sell, transfer, assign, secure by mortgage, engage, pledge, alienate, dispose of or affect in any manner whatsoever, its share in the Joint Venture, as well as any loans granted to the Joint Venture, without the written consent of the other Parties.

8.11 Undertaking Not to Compete

Each Party may, for his own behalf or on behalf of a third party, continue to perform his regular activities as long as it does not conflict with this joint venture and as long as this party is a participant to said Agreement.

8.11.1 Right of First Refusal

Each Party may exercise its right of first refusal pursuant to other projects, as long as the contemplated projects do not compete with the business of the Joint Venture.

8.12 Reciprocal Undertaking Not to Solicit Personnel

During the term of this Agreement and for a further period of twenty-four (24) months following its termination, each of the Parties shall not, directly or indirectly, solicit, employ, hire or otherwise retain the services of any of the other Party's employees. If a Party fails to abide by this obligation, it shall immediately pay to the other Party, as a penalty, an amount equal to twenty-four (24) months of remuneration for the employee in question at the time of the default.

8.13 Collaboration

The Parties shall collaborate in the Joint Venture and bring mutual support (including their cooperation at the technical, commercial, and industrial levels) and as to all required resources in order to harmoniously and efficiently perform the Project

8.14 Absence of Commitment

At the signing of this Agreement and throughout the realization of the Project, Parties are not committing and shall not commit themselves in other activities which can prevent them to fully collaborate or bring the above-mentioned resources, to perform their share of the Project or to fulfill their obligations under this Agreement.

8.15 Defect and Poor Workmanship

Each Party shall be liable towards the Joint Venture for any poor workmanship, defect and other problem which may occur from time to time following the rendering of services, the performance of work and the supply of materials.

8.17 Joint Venture's Property

Any property acquired by the Joint Venture for the Project (equipment, tools, furniture, machinery, rolling stock, etc.) shall belong to the Joint Venture. At the time of the Joint Venture liquidation, the said property shall be distributed among the Parties as per their respective share.

8.18 Use of Joint Venture Property

Each Party may use the property of the Joint Venture, provided it shall use it in the interest of the Joint Venture and according to its destination, and in such a way as not to prevent the other Party from using it as it is entitled to.

8.19 Subsidiaries

Parties, as well as their subsidiaries which may be involved in the Project, shall be bound by this Agreement.

8.20 Association with a Third Party

Subject to any of the provisions contained herein, none of the Parties may associate itself with a third party for the purposes of sharing its share in the Joint Venture, or allowing a third party to enter into the Joint Venture without the written consent of the other Party.

8.21 Maintaining of Common Property

Any Party may compel the other Party to incur any expenses necessary for the preservation of the common property, but shall not proceed with any modifications as to the state of such property without the written consent of the other Party, regardless of how advantageous such changes may be.

8.22 Absence of Mandate

None of the Parties may act as the other Party's mandatary, or contract or fulfill an obligation on its behalf without the latter's prior written consent.

8.23 Independent Parties

This Agreement binds Parties only to the performance of the Project. Consequently, the provisions contained herein shall not be interpreted, in any way, as to establish some partnership between the Parties or as to restrict the Parties to operate their respective businesses.

8.24 Loss of Status as Party

Any Party shall lose its status as member of the Joint Venture in any of the following circumstances:

a) its dissolution or voluntary or forced bankruptcy;

b) it seeks the protection of the *Bankruptcy and Insolvency Act* or any other similar law;

c) by its own will or if a judgment orders the seizure of its property;

d) if it fails to comply with any provision contained herein and fails to remedy the said default within fifteen (15) days following the receipt of the other Party's formal notice of default.

In any one of the above-mentioned situations, this Agreement shall terminate, and the following terms and conditions shall then apply:

a) The other Party shall liquidate the Joint Venture and may then continue and complete the Project to its own benefit;

b) The former Party or its legal representatives, as the case may be, shall be deprived of any right previously held by the former Party in this Agreement, in the Joint Venture, in its assets and in any surplus made after the loss of status as member of the Joint Venture; and

c) Despite the loss of its status as member of the Joint Venture, the former Party shall remain liable, in proportion to its share, for any deficit of the Joint Venture until the Project has been completed.

9.0 DISSOLUTION AND LIQUIDATION OF THE JOINT VENTURE

When dissolving the Joint Venture, the Board:

a) shall act as liquidator;

b) shall take the seizure of the Joint Venture's property and act as an administrator of others' property entrusted with full power to administrate;

c) shall be entitled to require from the Parties any document and any explanation concerning the rights and obligations of the Joint Venture;

d) shall repay the debts and then, reimburse the capital contribution;

e) if applicable, shall proceed to the partition of the assets among Parties in proportion to their respective shares, and;

f) shall remit to the Parties a final rendering of account, prepared by an independent accounting firm in accordance with generally accepted accounting principles.

After the Joint Venture's liquidation, Parties shall make adjustments among them, if any, and give themselves mutual discharge.

10.0 EXCLUSIVITY

10.1 Each of the Parties undertake that it shall not, during the tenure of this Agreement, enter into any negotiation or conclude an agreement with any third Party regarding the Project.

10.2 The provisions of this Section shall apply *mutatis mutandis* to any company, business, firm or partnership over which any of the Parties has direct or indirect control, and each Party undertakes to procure that any company, business, firm or partnership over which it has such control complies with the provisions of this Section.

11.0 CONFIDENTIALITY

11.1 Having regards to the fact that each Party has disclosed and may subsequent to the Signature Date, disclose Confidential Information to the other Parties, each Party (" **the receiving Party** ") undertakes from and after the Signature Date, not to use, disclose or divulge, directly or indirectly, the Confidential Information of another Party hereto (" **the divulging Party** ") to any third Party.

11.2 The receiving Party shall take all such steps as may be reasonably necessary to prevent the divulging Party's Confidential Information falling into the hands of unauthorized third Parties.

11.3 Any documentation or records relating to the divulging Party's Confidential Information which comes into the possession of the receiving Party at any time:

11.3.1 shall be deemed to form part of the confidential information of the divulging Party;

11.3.2 shall be deemed to be property of the divulging Party;

11.3.3 shall be surrendered, together with any copies thereof, to the divulging Party on demand, and the receiving Party shall not retain extracts therefrom, unless the parties otherwise agree in writing.

11.4 The Parties shall ensure that any of the employees or other persons who may have the opportunity of receiving any of the Confidential Information of the divulging Party are aware of and are bound by the obligations of confidentiality in this Agreement. The Parties agree to use their best endeavors to ensure that such employees or persons shall be bound by this Agreement even after their employment relationship has been terminated.

11.5 The undertaking and obligations contained in Sections 11.1 to 11.4 do not apply to information which:

11.5.1 is publicly available at the date of disclosure or there after becomes publicly available from sources other than the Parties;

11.5.2 the receiving Party demonstrates, to the reasonable satisfaction of the disclosing Party, that it was already in its possession prior to its receipt by or disclosure to such receiving Party;

11.5.3 is required by law or any regulatory authority to be disclosed; and

11.5.4 after being disclosed to the receiving Party subsequently comes lawfully into the possession of the receiving Party from a third Party.

12.0 PARTY GUARANTEES AND INDEMNITIES

12.1 GHG hereby irrevocably and unconditionally :

12.1.1 Guarantees and undertakes as a principal and independent obligation in favour of the Joint Venture to punctually perform any and all obligations which may be owing from time to time by GHG and/or GHG's nominee (if applicable) in terms of or as a result of this Agreement. The debts and obligations of GHG and/or its nominee (if applicable) referred to in this Section are hereinafter collectively referred to as " **the GHG guaranteed obligations** ";

12.1.2 Indemnifies the Joint Venture against any and all claims, losses, liabilities, damages costs and/or expenses (but excluding any consequential and/or indirect losses, damages and/or costs) which the Joint Venture may actually suffer or incur in connection with a breach by GHG or its nominee if applicable, of the GHG guaranteed obligations.

12.2 The rights of the Joint Venture under this guarantee shall in no way be affected or diminished if the Joint Venture at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the GHG guaranteed obligations.

12.3 GHG shall use its best endeavors to procure the fulfillment of the guaranteed obligations and shall refrain from taking or permitting to be taken any action which may prevent, hamper or detrimentally affect the fulfillment by GHG or its nominee (if applicable) of the GHG guaranteed obligations under this Agreement.

12.4 MCOA hereby irrevocably and unconditionally:

12.4.1 Guarantees and undertakes as a principal and independent obligation in favor of the Joint Venture to punctually perform any and all obligations which may be owing from time to time by MCOA and/or MCOA's investor's nominee (if applicable), in terms of or as a result of this Agreement. The debts and obligations of MCOA referred to in this Section are hereinafter collectively referred to as " **the MCOA guaranteed obligations** ";

12.4.2 Indemnifies the Joint Venture against any and all claims, losses, liabilities, damages, costs and/or expenses (but excluding any consequential and/or indirect losses, damages and/or costs) which the Joint Venture may actually suffer or incur in connection with a breach by MCOA or its nominee if applicable, of the MCOA guaranteed obligations.

12.5 The rights of the Joint Venture under this guarantee shall in no way be affected or diminished if the Joint Venture at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the MCOA guaranteed obligations.

12.6 MCOA shall use its best endeavors to procure the fulfillment of the guaranteed obligations and shall refrain from taking or permitting to be taken any action which may prevent, hamper or detrimentally affect the fulfillment by GHG or its nominee (if applicable) of the MCOA guaranteed obligations under this Agreement.

13.0 GOOD FAITH AND FAIR IMPLEMENTATION

13.1 The Parties undertake that in the implementation of this Agreement, they shall observe the utmost good faith and shall not do or omit to do anything, which might prejudice or detract from the rights or interests of the other Parties.

13.2 The Parties further undertake:

13.2.1 To do whatever may be necessary to enable the reciprocal rights and obligations of the Parties to be exercised.

13.2.2 To use their best endeavors always to procure the effective implementation of this agreement and to cooperate with each other to that end.

13.3 If there are any changes in the laws of Canada or, the State of Utah (Oregon?) or, if other circumstances arise that materially affect any of the rights of the Parties or that render difficult or impractical the implementation of this Agreement in accordance with a strict interpretation thereof the parties shall enter into *bona fide* discussions with a view to alleviating the situation and to reaching mutual written agreement directed at implementing fair and reasonable alternative arrangements;

13.4 If agreement on alternative arrangements cannot be reached, the dispute preventing such agreement shall be resolved in accordance with the dispute resolution provisions of Section 14 .

14.0 DISPUTE RESOLUTION

14.1 Should any dispute disagreement or claim arise between the Parties ("the dispute") concerning this Agreement the Parties shall endeavour to resolve the dispute amicably in the first instance. This entails one of the Parties inviting the other in writing to meet and attempt to resolve the dispute within fourteen (14) days from the date of delivery of the written invitation.

14.2 If the dispute has not been resolved within fourteen (14) days from the date of delivery of the written invitation referred to in Section 14.1 above, then the dispute may be referred, by either Party, to arbitration.

14.3 The Parties shall agree on a single internationally accredited and recognized Arbitrator within seven (7) business days of either Party delivering to the other written notice detailing the issues in dispute and the identity and qualifications of a proposed Arbitrator, failing which the internationally accredited and recognized Arbitrator shall be appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce on the written request of either Party, which request shall be copied to the other Party.

14.4 The Arbitration shall take place in Salem Oregon, United States, which shall constitute its seat.

14.5 The proceedings shall be conducted in English Language throughout.

14.6 The decision of the Arbitrator shall be written in logical format setting out the basis on which it is made.

14.7 The Arbitrator shall make his award within thirty (30) days of the final hearing;

14.8 The decision of the Arbitrator shall be final and binding on the Parties.

14.9 Nothing in this Section 14 shall preclude a Party from obtaining interlocutory relief, on an urgent basis or other basis, from a court of competent jurisdiction within the State of Oregon (in the judicial district of the City of Salem).

15.0 FORCE MAJEURE

15.1 Should a Party ("affected Party") be prevented from fulfilling any of its obligations in terms of this Agreement as a result of an event of Force Majeure, then:

15.2 those obligations shall be deemed to have been suspended to the extent that and for so long as the affected Party is so prevented from fulfilling them and the corresponding obligations of the other Party ("unaffected Party") shall be suspended to the corresponding extent;

15.2.1 the affected Party shall immediately notify the unaffected Party in writing of such event of force majeure and such notice shall include an estimation of the approximate period for which the suspension shall endure. Such estimate shall not be binding on the affected Party; and

15.2.2 the duration of this Agreement as well as each period within which and each date by which any obligation is required to be performed in terms of this Agreement shall be extended or postponed, as the case may be, by the period of suspension.

15.3 Should the affected Party partially or completely cease to be prevented from fulfilling its obligations by the event of Force Majeure, the affected Party shall immediately give written notice to the unaffected Party of such cessation and the affected Party shall fulfill its obligations which were previously suspended; provided that in the event and to the extent that fulfilment is no longer possible or the unaffected Party has given written notice that it no longer requires such fulfillment, the affected Party shall not be obliged to fulfill its suspended obligations and the unaffected Parties shall not be obliged to fulfill its corresponding obligations.

15.4 Should any event of Force Majeure continue for more than twelve (12) months after the date of the notice referred to in Section 15.2.1 and notice of cessation in terms of Section 15.2 has not been given, then either Party shall be entitled (but not obliged) to terminate this Agreement by giving thirty (30) days written notice to the other Party to that effect; provided that any such notice of termination shall be deemed not to have been given if a notice of cessation is received by the unaffected Party prior to the expiry of such thirty (30) day period.

16.0 TERMINATION

16.1 This Agreement shall terminate in any one or combination of the following ways:

16.2 In terms of Section 4.1 above

16.3 By mutual agreement between the Parties in writing; or

16.4 By virtue of expiry of the ten (10) year period.

16.5 On account of supervening impossibility in terms of Section 15; or

16.6 in account of fundamental breach in terms of Section 17.

17.0 FUNDAMENTAL BREACH

17.1 Should any Party materially breach any provisions of this Agreement and fail to remedy such breach within thirty (30) Business Days after receiving written notice from the other Party requiring such remedy, then the Party aggrieved by such breach shall be entitled, without prejudice to their other rights in law including any right to claim damages, to cancel this Agreement or to claim immediate specific performance of all of the defaulting Party's obligations the due for performance at the time of breach.

17.2 For the avoidance of doubt and notwithstanding the foregoing, if the breach constitutes repudiation, any Party aggrieved by such breach shall be required to provide written notice requesting the remedy thereof, before cancelling this Agreement, without prejudice to their rights in law including right to damages.

18.0 GENERAL PROVISIONS

Unless otherwise stated in this Agreement, the following provisions shall apply.

18.1 Severability

If all or part of any section, paragraph or provision of this Agreement is held invalid or unenforceable, it shall not have any effect whatsoever on any other section, paragraph or provision of this Agreement, nor on the remainder of the said section, paragraph or provision, unless otherwise expressly provided for in this Agreement.

18.2 Notices

Any notice intended for either Party shall be deemed to be validly given if it is in writing and is sent by registered or certified mail, by bailiff or by courier service to such Party's address as set forth in this Agreement, or to any other address which the Party in question may have indicated in writing to the other Party. A copy of any notice sent by e-mail shall also be sent according to one of the above-mentioned delivery modes.

18.3 Headings

The headings in this Agreement have been inserted solely for ease of reference and shall not modify, in any manner whatsoever, the meaning or scope of the provisions hereof.

18.4 Schedules

The Schedules to this Agreement shall be deemed to form an integral part hereof if they have been duly initialled by all the Parties.

18.5 No Waiver

Under no circumstances shall the failure, negligence or tardiness of a Party as regards the exercise of a right or a recourse provided for in this Agreement be considered to be a waiver of such right or recourse.

18.6 Cumulative Rights

All rights set forth in this Agreement shall be cumulative and not alternative. The waiver of a right shall not be interpreted as the waiver of any other right.

18.7 Entire Agreement

This Agreement constitutes the entire understanding between the Parties. Declarations, representations, promises or conditions other than those set forth in this Agreement shall not be construed in any way so as to contradict, modify or affect the provisions of this Agreement.

18.8 Amendments

This Agreement shall not be amended or modified except by another written document duly signed by all the Parties.

18.9 Number and Gender

Where appropriate, the singular number set forth in this Agreement shall be interpreted as the plural number, and the gender shall be interpreted as masculine, feminine or neuter, as the context dictates.

18.10 No Right to Transfer

Neither of the Parties may, in any manner whatsoever, assign, transfer or convey its rights in this Agreement to any third party, without the prior written consent of the other Party.

18.11 Calculating Time Periods

In calculating any time periods under this Agreement:

a) the first day of the period shall not be taken into account, but the last one shall;
b) the non-juridical days, i.e. Saturdays, Sundays and public holidays, shall be taken into account; and
c) whenever the last day is a non-juridical day, the period shall be extended to the next juridical day.

18.12 Currency

The currency used for purposes of this Agreement shall be United States dollars except otherwise indicated.

18.13 Counterparts

Each counterpart of this Agreement shall be considered to be an original when duly initialled and signed by all the Parties, it being understood, however, that all of these counterparts shall constitute one and the same Agreement.

18.14 Successors

This Agreement shall bind the Parties hereto as well as their respective successors, heirs and assigns.

18.15 Joint and Several Liability

Whenever one of the Parties is constituted of two or more persons, these persons shall be jointly and severally liable towards the other Party.

18.16 Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, United States of America and the federal laws of the United States of America applicable therein. The Parties hereby attorn to the jurisdiction of the competent Courts of the judicial district of Salem, Oregon for any dispute that may arise hereunder.

19.0 EFFECTIVE DATE

This Agreement becomes effective as of the Signature Date.

20.0 ACKNOWLEDGEMENT BY THE PARTIES

THE PARTIES HEREBY ACKNOWLEDGE AS FOLLOWS:

A) DUE NEGOTIATIONS TOOK PLACE BETWEEN THEM PRIOR TO THE DRAFTING OF THIS AGREEMENT;

B) THIS AGREEMENT TRULY AND COMPLETELY DEFINES THE UNDERSTANDING REACHED BETWEEN THEM;

C) EACH AND EVERY ONE OF THE PROVISIONS OF THIS AGREEMENT IS LEGIBLE;

D) THEY DID NOT ENCOUNTER ANY DIFFICULTIES IN UNDERSTANDING THE PROVISIONS OF THIS AGREEMENT;

E) BEFORE SIGNING THIS AGREEMENT, EACH PARTY HAD THE OPPORTUNITY TO CONSULT A LEGAL ADVISER; AND

F) EACH PARTY OBTAINED A COPY OF THIS AGREEMENT IMMEDIATELY AFTER IT WAS SIGNED BY ALL THE PARTIES.

SIGNED IN THREE (3) COUNTERPARTS,

IN VANCOUVER, PROVINCE OF BRITISH COLUMBIA

ON THE _____DAY OF MAY, 2018

GLOBAL HEMP GROUP INC.

_____ _____

WITNESS Per: Charles Larsen, President & CEO

MARIJUANA COMPANY OF AMERICA INC.

_____ _____

WITNESS Per: Donald Steinberg, President & CEO

TTO ENTERPRISES LTD.

_____ _____

WITNESS John Giese, Authorized Signatory

WITH THE INTERVENTION OF:

COVERED BRIDGE ACRES LTD.

_____

Per: Jeff Kilpatrick, duly authorized for the purposes hereof.

SCHEDULE "A": PURCHASE OF TTO'S FIRST TRANCHE AND SECOND TRANCHE PARTICIPATION

TTO ENTERPRISES - 1st First Escrow Release for 7.5%			2nd Escrow Release for 7.5%	
# of Shares & Warrants		Value	# of Shares & Warrants	Value
250,000	GHG shares	$ 30,000	250,000	$ 30,000
250,000	GHG warrants @US$0.12 for 5 yrs		250,000	
1,000,000	MCOA shares	$ 30,000	1,000,000	$ 30,000
1,000,000	MCOA warrants @US$0.03 for 5yrs		1,000,000	
		$ 60,000		$ 60,000
	Total Value of 1st & 2nd Escrow Releases		**$ 120,000**	

SCHEDULE "B": ESCROW POOL AND ESCROW RELEASES

$ 1,000,000	First Escrow Release Milestone - Farming Company EBITDA reaches
1,250,000	GHG shares
1,250,000	GHG warrants @CDN$0.36 for 3 yrs
5,500,000	MCOA shares
5,500,000	MCOA warrants @US$0.083 for 3 yrs

$ 2,000,000	Second Escrow Release Milestone - Farming Company EBITDA reaches
1,250,000	GHG shares
1,250,000	GHG warrants @CDN$0.36 for 3 yrs
5,500,000	MCOA shares
5,500,000	MCOA warrants @US$0.083 for 3 yrs

SCHEDULE "C": PARTICIPATION IN THE ESCROW POOL

Share of Escrow Pool to be Released to Participants

% Interest	Participant
100.00%	TTO ENTERPRISES LTD.
0.0%	Scio group
100.0%	

SCHEDULE "D": Release Schedule

First Escrow Release		Second Escrow Release
# of Shares & Warrants		# of Shares & Warrants
TTO ENTERPRISES LTD.		
1,250,000	GHG shares	1,250,000
1,250,000	GHG warrants @CDN$0.36 for 3 yrs	1,250,000
5,500,000	MCOA shares	5,500,000
5,500,000	MCOA warrants @US$0.083 for 3 yrs)	5,500,000

EXHIBIT 31.1

RULE 13a-14(a)/15d-14(a) CERTIFICATION

I, Donald Steinberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2018 of Marijuana Company of America, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles,

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 17, 2018

/S/ Donald Steinberg

Donald Steinberg
Chief Executive Officer
(Principal Executive/ Financial/ Accounting Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Marijuana Company of America, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2018 as filed with the Securities and Exchange Commission (the "Report"), I, Donald Steinberg, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. SS. 1350, as adopted pursuant to SS. 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

August 17, 2018

/S/ Donald Steinberg

Donald Steinberg
Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.