

INITIAL COMPANY INFORMATION AND DISCLOSURE STATEMENT



Pursuant to Rule 15c2-(11)(a)(5) under the Securities Exchange Act of 1934

DECEMBER 31, 2011

Marijuana, Inc.

**8174 S Las Vegas Blvd #109-367
Las Vegas, NV 89123**

**CUSIP: 56782C109
Trading Symbol: HEMP**

All information contained in this Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of Rule 15c211 (a)(5) promulgated under the Securities Exchange Act of 1934, as amended. The enumerated captions contained herein correspond to the sequential format as set forth in the rule.

Section One: Issuer's Initial Disclosure

Part A General Company Information

Item 1 The exact name of the issuer and its predecessors (if any).

Marijuana, Inc.

The Company was incorporated on January 16, 2008 in Colorado as Preachers Coffee, Inc. and on November 11, 2009 the Company changed its name to Marijuana, Inc..

Item 2 The address of its principal executive offices.

Marijuana, Inc.
8174 S Las Vegas Blvd #109-367
Las Vegas, NV 89123
877-221-8351
www.KushClear.com
www.gomedicate.com
www.stonershealth.com
www.marijuanainc.info
www.marijuanainc.tv
bruce@marijuanainc.tv

investorrelations@marijuanainc.tv

Item 3 The jurisdiction(s) and date of the issuer's incorporation or organization

The Company was incorporated on January 16, 2008 in Colorado as Preachers Coffee, Inc..

Part B Share Structure

Item 4 The exact title and class of securities outstanding.

Marijuana, Inc. Common Stock
CUSIP Number – 56782C109
Trading Symbol – HEMP
Marijuana, Inc. Preferred Stock
CUSIP Number – None – it is not publicly traded
Trading Symbol – None – it is not publicly traded

Item 5**Par or stated value and description of the security.****A. Par or Stated Value. Par value of each class of outstanding securities.**

Par Value of Common Stock is \$0.00001 per share

Par Value of Preferred Stock is \$0.00001 per share

B. Common or Preferred

1. Common stock does not have any preemptive rights and each share has one vote. Treasury stock is non-voting. While the Board of Directors may vote a dividend for common stock, no dividend has been or is expected to be paid.
2. The Board of Directors has the right to pay dividends for Preferred stock, to date none have been approved and the Company does not expected to pay dividends in the near future. When dividends are not paid on Preferred stock for one year or more the Preferred stock carries voting rights at the ratio of 2.5 votes per share of Preferred. Preferred carries conversion rights of 2.5 Common for each Preferred share. Preferred shares do not have redemption or other rights beyond what is stated in this paragraph.
3. There are no other material rights of Common or Preferred stockholders.
4. There are no provisions in the charter or by-laws that would delay, defer, or prevent a change in control of the Company.

Item 6**The number of shares or total amount of the securities outstanding for each class of securities authorized.**

At the end of last fiscal quarter – December 31, 2011
3,000,000,000 shares of Common authorized
500,000,000 shares of Preferred authorized
250,000,000 shares of Preferred K authorized
Common Stock 732,498,357 shares outstanding
Preferred Stock 331,500,000 shares outstanding
87,783,910 shares of Common in the Public Float
4,158 – Beneficial Shareholders of Common Stock
101 – Shareholders of Record of Common Stock
3 – Shareholders of Preferred Stock

Item 7**The name and address of the transfer agent.**

Madison Stock Transfer, Inc.
1813 East 24th Street
Brooklyn, NY 11229
718-627-4453
718-627-6341 fax

Madison Stock Transfer, Inc. is registered Under the Exchange Act with the Securities Exchange Commission as a Registrar and Transfer Agent.

Part C Business Information

Item 8 The nature of the Company's business

A. Business Development

The Company was originally founded to market coffee from the Philippines around the world, it was and still is a development stage company. In November of 2009 the General Manager, Bruce Perlowin, was made the President, CEO, and Chairman of the Board and with Mr. Perlowin's past experience it was determined to expand the original business plan to include supplying products and services to the Medical Marijuana industry. The products and services are legal at all levels, local, state, and federal. The Company determined that a social network would be the most effective vehicle for the distribution of goods and services to the market.

Mr. Perlowin has continued the development of the social network infrastructure and to date has spent over \$1,800,000 on software development that will supply the social network, integrate high quality audio and video content for education, news, information sharing and offer the Company's products and services to the members of the network. The Company is poised to make the transition from a developmental stage company doing only research and development to a company in a position to monetize its R&D through the developing social network.

1. Marijuana, Inc. is a Colorado corporation.
2. It was founded on January 16, 2008.
3. The Company's fiscal year is the calendar year.
4. The Company has never been in bankruptcy, receivership, or any similar proceeding.
5. There are no material reclassification, merger, consolidation, or sale of a significant amount of assets. There was a significant purchase of an asset by the company. The asset purchased was software to manage the social network critical to further development of the company's business plan. The purchase was paid for by issuing 25,000,000 shares of restricted 144 Company common stock to Source, Inc..
6. The Company has not defaulted on the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments.
7. There has been no change in control of the Company
8. On January 21, 2010 a total of 300,000,000 shares of Preferred stock were issued. Prior to that date there was no Preferred issued. 100,000,000 Preferred shares were issued to New Compendium, Inc., 100,000,000 Preferred shares were issued to Bruce Perlowin, and 100,000,000 shares of Preferred were issued to

Harmony Financials, Inc. On May 12, 2011 Bruce Perlowin was issued 31,500,000 Preferred shares for payment for silver medallions and for the dies to stamp the medallions.

During 2011 402,527,722 shares of Common stock were issued by the company. 87,550,000 were issued to David Tobias, 25,000,000 for his consulting agreement with the company and 62,550,000 in exchange for free trading stock in Medical Marijuana, Inc. to provide operating capital for the company. 78,187,500 shares were issued to New Compendium Corporation in exchange for free trading stock in Medical Marijuana, Inc. to provide operating capital for the company. 75,050,000 were issued to James Scheltema, 12,500,000 pursuant to his consulting agreement with the Company and 62,550,000 in exchange for free trading stock in Medical Marijuana, Inc. to provide operating capital for the company. 62,500,000 shares were issued to Bruce Perlowin in exchange for free trading stock in Medical Marijuana, Inc. to provide operating capital for the company. 41,700,000 shares were issued to Richard Stewart in exchange for free trading stock in Medical Marijuana, Inc. to provide operating capital for the company. These and other issuances increased the number of Common shares issued from 329,970,635 to 732,498,357

9. There has been, nor pending, nor anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization.

10. The Company's securities have not been delisted by any securities and exchange or deleted from the OTC Bulletin Board.

11. There are no current, past, pending or threatened legal proceedings or administrative actions either by or against the Company that could have a material effect on the Company's business, financial condition, or operations. There are no current, past, or pending trading suspensions by a securities regulator.

B. Business of Issuer

The Company is in the business of supplying services, products, and information related to either the medical marijuana industry or to those who have an affinity for the medical marijuana industry. These services, products, and information cover a very broad spectrum and include coffee, nutraceuticals, foods, advice, information, etc. and are legal at all levels including local, state, and federal and are to be provided through multiple sources. Many are currently available on the internet through web portals and soon will be available on the Company's social network. It is planned to make the services, products, and information available in restaurants and coffee shops also. All products and services currently available are being offered for research and development purposes to determine the proof of concept.

The products currently offered are nutraceuticals with emphasis on hemp protein and hemp oil. The information provided is video entertainment dealing with current events as they relate to the industry and it is available on certain Company web sites or linked to streaming video service providers. The planned services are related to

the development and advancement of the medical marijuana industry and to appeal to those with an affinity to the medical marijuana industry.

1. The Company's primary SIC Code is 7380, Services-Miscellaneous Business Services.
2. The Company is in the development stage.
3. The Company is not, nor has ever been a "shell company".
4. The Company does not have a parent or affiliates. The Company has two active subsidiaries that are 100% owned by the Company. The subsidiaries are in place to facilitate the research and development of products and services. All activity in the subsidiaries is included in the consolidated financials.
5. The potential effect of existing or probable government regulations is enormous in both its ability to help or harm the company. Currently 16 states and the District of Columbia have legalized Medical Marijuana. This has resulted in the Medical Marijuana business for just the state of California in 2008 reaching \$2 billion dollars and paying over \$100 million in sales tax. The lack of legalization at the federal level has lead to confusion in the industry because while it is legal in some states it is still a felony at the federal level to sell the product even with a prescription.

Legalization in more states along with legalization at the federal level would create an industry of gargantuan size in the US. However, should the federal government decide to clamp down hard on Medical Marijuana and should the states reverse their positions it could conceivably destroy the industry. It is MI's belief that in 2012 more states will legalize Medical Marijuana pushing the federal government closer to the tipping point where it will also legalize the product. That position is speculation and there is no way to determine what will actually happen. Even if that is correct when and if the federal government will legalize Medical Marijuana is anyone's guess.

6. The company is a development stage business and virtually all efforts have gone into Research and Development. Any marketing activity thus far is considered proof of concept studies. Concentrating on R&D has allowed the Company the time to develop valuable software assets and an effective network infrastructure. Within the last two years, 2011 and 2012, the Company has spent in excess of \$1,800,000 in R&D, most of which went to software development. This funding has come almost exclusively from Bruce Perlowin the CEO of the Company.
7. Costs and effects of complying with environmental laws (federal, state and local) is not readily discernable because we purchase finished products and services from suppliers and do not do any manufacturing in-house and the industry is a clean industry without emissions issues.
8. The Company employs four full time people in Las Vegas, NV. Most of the work done on behalf of the company is done through sub-contractors.

Item 9 The nature of products and services offered.

Products and Services Summary

MI has a multi-pronged approach to product and service distribution. The plan is for the Company to reach out to people through the Company's video division, MarijuanaInc.TV using highly recognized figures in the industry. Recently the Company produced a news video reporting on a Beverly Hills fund raiser for Cash Hyde, a child suffering from cancer and given some relief with medical marijuana. Tommy Chong was interviewed at the event as was Bruce Perlowin, "The King of Pot", known for running the largest marijuana smuggling operation on the west coast in the late 70's and early 80's.

The video entertainment and news section should make people more aware of the developing educational side of MI. Training and educational environments commonly result in the creation of strong bonds between instructors and students. In most educational businesses the end of the class is the end of the relationship and ongoing income for the school and instructor requires a constant flow of new students. While we expect new students, we believe the standard education model is a poor use of resources. With the MI system, both classroom and distance learning should be sources of long term mutually profitable relationships. These relationships are maintained through a social network coupled with a strong loyalty program and offering customer specific nutraceuticals, skin care products, and other products designed to address the needs and desires of this specific community.

Brought together by the initial name recognition of the leaders, made closer through effective and meaningful training, held together with software and the internet by a social network, and bound by a powerful loyalty program, MI's goal is greater than just educating students, we hope to build a truly close knit community. Like minded friends sharing interest, values, and commitments to the benefit of everyone involved.

MI's plan is simple and straight forward with multiple income sources that we hope will allow the Company to grow and bloom season after season. Research and development of the system and software for the social network and the loyalty plan took about two years and exceeded \$1,800,000 to create. This thorough prior planning and development positions MI to implement a system that is planned to help build a better lifestyle while expanding a tight knit community. By returning value for value with those in the community, MI should continue to grow and develop and proceed with its more comprehensive plan.

The following range of products and services are currently being tested for market acceptability and functionality.

1. "EcoHarmony Social Network" the backbone of the communications and distribution system. Software designed to allow the seamless flow of information from the desktop to the laptop to the cell phone. News, entertainment, nutritional products, and other products and services available in three clicks or less. The intuitive design makes it user friendly and allows someone to sign-up and go. It is the access portal for access portals because we do not seek to try and supplant other social networks, the Company's goal is to let them all work closely together.

2. "Educational Classes" covering the entire spectrum of the medical marijuana industry and various peripheral industry businesses as well as traditional business courses from accounting protocols to

trademarks and patents. These courses and seminars held on the web and in person across the country will educate cultivators, caregivers, medical personnel and patients on issues within the medical marijuana industry.

3. "Marijuana Media" involving industry books, documentaries, movies, radio shows, magazines, podcast, DVD's, music CD's, eBooks, and an extensive line of educational materials - both the Company's published works and reselling other companies products. Marijuana, Inc's CEO Bruce Perlowin has received and continues to receive exposure in the media as "The King of Pot". From CNBC's most watched and longest running documentary in CNBC history "Marijuana, Inc" (which aired over 140 times over a 2 ½ year period) to Discovery Channel's "I Faked My Own Death Series", aired on September 17, 2011. This television-based exposure is supplemented in print and personal appearances, *e.g.*, via medical marijuana industry magazine interviews and stories, radio interviews, speaking at industry expos and trade shows and the soon to be released book "The Golden Gate Smuggling Company" by Captain Brett. Finally, production is being arranged for a major motion picture on his life as The King of Pot. All this media attention will be focused on expanding market awareness and industry branding to the current public company Marijuana, Inc.

4. "Nutrition Division" made up of products designed specifically for people in the social network. These products are private labeled for the Company by contract manufacturers giving MI an excellent profit margin with unique products. The products range from Hemp Protein to Male Enhancement.

The following areas are still in the early development stage and will be introduced as they become commercially viable

1. "Clothing Line" consisting of the Company's manufactured brands and reselling other companies brands and/or co-branding with them. The majority of these lines will be hemp clothing or hemp blend with other natural fibers.

2. "Marijuana Art" from original paintings, reproductions, greeting cards, postcards, posters, holograms, calendars and other art forms reflecting the Art of the social network.

3. "Website Marketing" and other website based products, services and information which will constantly be expanding to incorporate more and different aspects and elements of the industry.

4. "Merchandising" a wide assortment of products associated with and related to the medical marijuana industry. Marijuana, Inc. will not be involved in medical marijuana paraphernalia or medical marijuana growing equipment. However it will be creating an infrastructure to do so upon legalization federally in all 50 states pending any federal licensing or other requirements that may be enacted after marijuana prohibition ends. Preparing for this potential change in the cannabis laws by having one or more massive channels of distribution in place for these products as well will expand the Company's product lines and industry presence significantly.

5. "Industry Information" consisting of both brick and mortar "Information Centers" and online location services for an entire array of the medical cannabis locations, doctors, lawyers, retail locations of related industry products and services, expos and tradeshow and other industry events. Marijuana, Inc. is designing a website intended to be the "go-to" site for all news, issues, entertainment and education on medical cannabis issues.

6. "Dispensary Software" of one or more kinds and various functionalities designed specifically for the medical marijuana dispensary locations. This software will not be made available until local, state, and federal laws allow for the legal operation of dispensaries.

7. "420 Cafes", coffee houses with wall displays of coffee and tea in glass jars similar to the glass jars found in Medical Marijuana dispensaries used to stored and display the product. Names of the designer coffees will be similar to strains of marijuana commonly sold in Medical Marijuana clinics. There would not be any illegal activity but it would be a unique place to meet others and share a cup of coffee while surfing the internet and watching the latest news from Marijuana, Inc.

8. "420 Friendly Resorts", consisting of various configurations based on each locations profile. Marijuana, Inc. is developing retail opportunities based on a franchise model. Although the franchise and/or licensing agreements makeup's will vary some of the key elements will be a hotel, motel, spa, or resort, coffee shop with a specific unique décor and functionality, gift shop, a hemp shop focusing on a wide variety of industrial hemp products, educational classes and meeting facilities for the medical cannabis industry organizations (and others) to use in promoting their causes, positions, and awareness.

Currently with the confusion in the market caused by the disparate goals of the state and local governments on one hand the federal government on the other the industry does not have any major players. It is made up of small organizations serving small areas or regions of the country. As this changes we expect the market to become ripe for a well developed company to move in and acquire the small players and develop a nationwide major company. This is not a new plan, we have seen it in the waste management, video rental, telecommunications, and internet industries in the past. It is the Company's goal to be positioned for that step when and if it becomes legal to do so.

Item 10 The nature and extent of the Company's facilities

The Company has been designed to be lean and quick. Because the Company's main contact with the Company's customers will be through the internet, real property and facilities are not very important. In addition, in a constantly changing environment it is not to the Company's advantage to be locked into a piece of property, an office, or even a large number of employees since the monthly overhead would prove very restrictive. The Company rents access to the internet to run the software for the network. The Company rents production facilities and will continue to do so until such time as it would be beneficial to acquire Company owned facilities. Currently the Company's arrangements are much less expensive than owning, saving the Company money and maintaining flexibility.

Part D Management Structure and Financial Information

Item 11 The names of the chief executive officer, members of the board of directors, as well as control persons.

A. Officers and Directors

Bruce Perlowin – Chairman of the Board and CEO

Marijuana, Inc.
8174 S Las Vegas Blvd #109-367
Las Vegas, NV 89123

Mr. Perlowin was interviewed on CNBC for a segment called "Marijuana, Inc.", the most watched CNBC segment in its history, where Bruce was dubbed "The King of Pot". Bruce was also the President and Chief Executive Officer of Medical Marijuana, Inc., the first publicly traded company in the medical marijuana industry until resigning in March of 2011 to focus on developing his plan for growth in the industry through Marijuana, Inc.

In the early 90's, Bruce Perlowin co-founded Globalcom 2000. This company was primarily in the prepaid phone card business, which at that time was a virtually unknown market, with only a few producers. Globalcom became one of the largest phone card companies in the U.S. Among the many first accomplishments in that business was the 7-11 account, which was captured as the first phone card in the U.S. with a non-telecom corporate logo.

Throughout the past 4 decades, Bruce participated in the network marketing industry and currently holds three World records in that industry. One, for the second largest commission check in the industry, when he earned \$176,000 in a company called MyiBiz in 2001. Earlier in 1994, working with One World Communications, he opened 187 training centers around the world, in only nine months (before internet or email was main stream) a record that is still in effect today.

Mr. Perlowin is not compensated by the company for his time and Mr. Perlowin has loaned the company over \$1.8 million dollars during the development period. Mr. Perlowin owns 62,550,000 shares of Common and 131,500,000 shares of Preferred stock.

David Tobias – President and Member of the Board

Marijuana, Inc.
8174 S Las Vegas Blvd #109-367
Las Vegas, NV 89123

David Tobias brings to Marijuana Inc. recent and invaluable experience and contacts developed from his position as vice president of marketing for the first publicly traded marijuana related company in America, Medical Marijuana Inc. (MJNA). Mr. Tobias' prior career has included a startup in the consumer electronics industry, Complete Communications, which specifically targeted consumers at the inception of the personal telecommunication device revolution and offered previously unknown products including nationwide pagers and the first handheld cellular telephones to a vast untouched consumer base in the early 1980's. Simultaneously, he headed successful real estate development projects in Ocala, Florida (Woodland Glen), and Boulder, Colorado (Amberwood). Entering the wholesale jewelry industry with his Huntington Beach, CA based firm Gem Creations, in 2001, Mr. Tobias developed an innovative new women's accessory product (FootThong) manufactured and imported from South Africa, heading sales and deriving revenues from major retailers including 150 Stein Mart store locations as well as smaller retailers throughout the United States, the Caribbean, and Bermuda. Mr. Tobias' grasp of marketing innovative ideas, products, and services to the market adds significant value to Marijuana, Inc.

Mr. Tobias is compensated through stock in the Company based upon the schedule in his consulting contract of July 2011. Mr. Tobias was given 25,000,000 shares of restricted common and he receives 1,000,000 shares per month of restricted common for up to 25 months while he is still

employed by the Company. The total pay-out after two years could be 50,000,000 shares of stock. Mr. Tobias owns 87,550,000 shares of Common stock.

Craig Perlowin – Secretary and Member of the Board

Marijuana, Inc.
8174 S Las Vegas Blvd #109-367
Las Vegas, NV 89123

Craig Perlowin has spent his life in the direct marketing of goods and services to the public. He was self-employed in Florida in the jewelry business from 1983-2009. In 1996, he was founder of G.C.P. Treasures in 1996. Mr. Perlowin began investing in real estate in 1997 and by 2008 owned twelve properties. In 2005 he opened a clothing store specializing in western wear, which he still owns today. In January of 2011 Mr. Perlowin went to Las Vegas, NV. and assisted with developing the company's new direction.

Mr. Craig Perlowin is compensated through stock in the Company based upon the schedule in his consulting contract of July 2011. In accordance with the contract Mr. Craig Perlowin was given 12,500,000 shares of restricted common stock. The total pay-out for the consulting agreement is the 12,500,000 shares of stock Mr. Craig Perlowin has already received. Mr. Craig Perlowin owns 12,500,000 shares of Common stock.

B. Legal/Disciplinary History

1. None of the foregoing individuals have been convicted in a serious criminal proceeding or named as a defendant in a pending criminal proceeding within the past five years.
2. None of the foregoing individuals have had an order, judgment or decree not subsequently reversed, suspended or vacated by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended, securities, commodities, or banking activities.
3. None of the foregoing individuals have had a finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended or vacated or,
4. None of the foregoing individuals have had the entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended, or otherwise limited such person's involvement in any type of business or securities activities.

C. Disclosure of Family Relationships

Bruce Perlowin, the Chief Executive Officer and Craig Perlowin, the Secretary, are brothers. Bruce Perlowin and Svetlana Ogorodnikova are married. Other than that, there are no other family relationships among and between the Company's directors, officers, persons nominated or chosen by the Company to become directors or officers, or beneficial owners of more than five percent (5%) of any class of the Company's equity securities.

D. Disclosure of Related Party Transactions.

The Company has participated in related party transactions within the past two years as stated herein. Specifically, related parties have funded the corporation by exchanging shares of freely traded stock in Medical Marijuana, Inc. in exchange for Marijuana, Inc. common shares subject to Rule 144 restriction. These trades were done at a discount since freely trading stock is more valuable than stock with a 144 restriction. The trades were as follows:

Related Party	Date	Freely Traded Stock	MI Stock	Freely traded Share Value	MI Share Value
Bruce Perlowin	08/15/2011	2,000,000	62,550,000	\$119,000.00	\$475,380.00
David Tobias	08/15/2011	2,000,000	62,550,000	\$119,000.00	\$475,380.00
James Scheltema	08/15/2011	2,000,000	62,550,000	\$119,000.00	\$475,380.00
Richard Stewart	09/13/2011	2,000,000	41,700,000	\$85,600.00	\$375,300.00
New Compendium	08/15/2011	2,500,000	78,187,500	\$148,750.00	\$594,225.00

Early in the development stage of the company related parties purchased restricted Preferred stock at par value to fund development of the company. The sales are listed below.

Related Party	Date	Total Paid	Shares Purchased
Bruce Perlowin	01/21/2010	\$1,000.00	100,000,000
Svetlana Ogorodnikova	01/21/2010	\$1,000.00	100,000,000
New Compendium	01/21/2010	\$1,000.00	100,000,000

On May 12, 2011 Bruce Perlowin was reimbursed for the costs of developing, the dies, and minting silver coins for marketing and sales purposes. Bruce Perlowin was paid 31,500,000 shares of restricted Preferred for the \$31,500.00 cost.

E. Disclosure of Conflicts of Interest.

There are no conflicts of interest among the executive officers or the board of directors.

Item 12 Financial Information for the Issuer's most recent fiscal period

Marijuana, Inc.
Balance Sheet
(UNAUDITED)

	<u>December 31, 2011</u>	<u>December 31, 2010</u>
ASSETS		
Current Assets		
Cash on Hand	602.19	2,000.00
Other Current Assets		
Inventory Asset	12,375.00	5,944.80
Marketable Securities	150,150.00	
Retainer Deposit		
Eric P. Littman	300.00	
Total Other Current Assets	<u>162,825.00</u>	<u>5,944.80</u>
Total Current Assets	<u>163,427.19</u>	<u>7,944.80</u>
Other Assets		
Investment in 420 Café	5,000.00	
Investment in Wild Herb Naturals	5,000.00	
Leasehold Improvements	2,500.00	
Red Rock Naturals	2,500.00	
Property, Plant, & Equipment		
LPO Software	1,810,775.00	314,775.00
Social Network Software	382,000.00	
Total Other Assets	<u>2,207,775.00</u>	<u>314,775.00</u>
TOTAL ASSETS	<u>2,371,202.19</u>	<u>322,719.80</u>
LIABILITIES & EQUITIES		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	8,057.78	10,000.00
Transfer Agent	6,140.93	
Total Accounts Payable	<u>14,198.71</u>	<u>10,000.00</u>
Other Current Liabilities		
Loan Payable - Bruce Perlowin	1,938,364.30	350,530.11
Loan Payable - David Tobias	17,259.93	
Loan Payable - James Scheltema	12,105.13	
Total Other Current Liabilities	<u>1,967,729.36</u>	<u>350,530.11</u>
Total Current Liabilities	<u>1,981,928.07</u>	<u>360,530.11</u>
Total Liabilities	<u>1,981,928.07</u>	<u>360,530.11</u>
Equity		
Additional Paid In Capital	3,427,813.61	
Capital - Common & Preferred		
Capital Stock (par value \$0.00001)	7,324.98	3,299.71
Preferred Stock (par value \$0.00001)	<u>3,315.00</u>	<u>3,000.00</u>

Total Capital - Common & Preferred	10,639.98	6,299.71
Retained Earnings/Losses	(1,805,276.65)	(11,238.48)
Net Income	(1,243,902.82)	(32,871.54)
Total Equity	<u>389,274.12</u>	<u>(37,810.31)</u>
TOTAL LIABILITIES & EQUITIES	<u>2,371,202.19</u>	<u>322,719.80</u>

Marijuana, Inc.
Income Statement
(UNAUDITED)

	<u>Jan - Dec, 2011</u>	<u>Jan - Dec 2010</u>
Ordinary Income/Expense		
Income		
MJNA Stock Sale	22,100.00	
Nutraceuticals	399.80	
Books	216.39	
Coins	2,100.00	
Loyalty Cards	3,120.00	
Studio	200.00	
Total Income	<u>28,136.19</u>	<u>0.00</u>
Expense		
Advertising and Promotion	29,565.60	601.00
Bank Service Charges	255.50	
Compensation-Stock Based	699,368.89	
Computer and Internet Expenses	24.34	926.74
Consulting	29,583.74	200.00
Copying/Printing	172.00	460.00
Corprorate Fees	139.00	
Dues	722.51	
Insurance Expense	255.83	
Interest Expense		240.81
Investment Expense	7,175.38	
Janitorial Expense	650.00	
Legal	4,653.00	170.00
License	160.00	10.00
Meals and Entertainment	6,353.56	35.20
Miscellaneous	305.97	625.40
Office Supplies	6,650.54	2,492.72
Postage and Shipping	4,357.67	1,240.39
Professional Fees	22,748.75	
Rent	15,561.00	
Repairs and Maintenance	1,610.00	
Seminar	4,924.86	2,075.00
Software Development	550.01	
Storage		1,368.84
Subscription	448.08	
Telephone Expense	18,427.25	3,669.71
Taxes - Sales	15.00	
Texts	264.66	
Transfer Agent Costs	8,250.93	

Travel			
Air Travel	852.40		420.00
Auto - Other	4,013.78		2,356.80
Automobile Gas & Oil	6,604.78		5,331.52
Car Rental	544.03		
Entertainment	1,202.07		
Lodging	982.59		7,036.76
Meals	6,857.45		3,273.21
Parking	74.05		293.65
Taxi	32.00		
Travel - Other	19,351.03		
Total Travel		40,514.18	18,711.94
Utilities		5,977.43	43.79
Total Expense		909,685.68	32,871.54
Net Ordinary Income		(881,549.49)	(32,871.54)
Other Income/Expense			
Other Expense			
Reduction in Value of Marketable Securit		(362,353.33)	
Net Other Income		(362,353.33)	
Net Income		(1,243,902.82)	(32,871.54)

Marijuana, Inc,
Statement of Cash Flows
For the Period Jan 1 - Dec 31, 2011
(UNAUDITED)

	<u>Jan - Dec, 2011</u>	<u>Jan - Dec 2010</u>
OPERATING ACTIVITIES		
Net Income	(1,243,902.82)	(32,871.54)
Adjustments to reconcile Net Income		
To net cash provided by operations:		
Cash on Hand	602.19	
Inventory Asset	31,500.00	(469.80)
Marketable Securities	472,350.00	
Loan Payable - Bruce Perlowin	1,496,322.77	33,341.34
Loan Payable - David Tobias	17,259.93	
Loan Payable - James Scheltema	10,937.38	
Net cash provided by Operating Activities	<u>785,069.45</u>	<u>-</u>
INVESTING ACTIVITIES		
Investment in 420 Café	(5,000.00)	
Investment in Wild Herb Naturals	(5,000.00)	
Leasehold Improvements	(2,500.00)	
Red Rock Naturals	(2,500.00)	
Net cash provided by Investing Activities	<u>(15,000.00)</u>	<u>-</u>
FINANCING ACTIVITIES		
Additional Paid In Capital	3,427,813.61	
Capital - Common & Preferred: Capital Stock	7,324.98	3,299.71
Capital - Common & Preferred: Preferred Stoc	3,315.00	3,000.00
Net cash provided by Financing Activities	<u>3,438,453.59</u>	<u>6,299.71</u>
Net cash increase for period	<u>4,208,523.04</u>	<u>6,299.71</u>
Cash at end of Period	<u>-</u>	<u>-</u>

Changes in Stockholders' Equity

	Preferred Stock		Common Stock		Additional Paid-in Capital	Retained Earnings	Total
	Shares	Amount	Shares	Amount			
Balance as of December 31, 2011	31,500,000	315.00	402,527,722	4,025.28	3,427,813.61	(1,805,276.65)	1,626,877.23

Common Stock

During the period ended December 31, 2011, the Company issued 12,500,000 shares of restricted common pursuant to a consulting agreement with the Company (James Scheltema).

During the period ended December 31, 2011, the Company issued 62,550,000 shares of restricted common stock for 2,000,000 shares of liquid stock from another public company (James Scheltema).

During the period ended December 31, 2011, the Company issued 62,550,000 shares of restricted common stock for 2,000,000 shares of liquid stock from another public company (Bruce Perlowin).

During the period ended December 31, 2011, the Company issued 25,000,000 shares of restricted common pursuant to a consulting agreement with the Company (David Tobias).

During the period ended December 31, 2011, the Company issued 62,550,000 shares of restricted common stock for 2,000,000 shares of liquid stock from another public company (David Tobias).

During the period ended December 31, 2011, the Company issued 222,222 shares of restricted common for consulting work done for the Company (Alexander Scheltema).

During the period ended December 31, 2011, the Company issued 12,500,000 shares of restricted common pursuant to a consulting agreement with the Company (Craig Perlowin).

During the period ended December 31, 2011, the Company issued 41,700,000 shares of restricted common stock for 2,000,000 shares of liquid stock from another public company (Richard Stewart).

During the period ended December 31, 2011, the Company issued 68,000 shares of restricted common for consulting work done for the Company (Alexander Scheltema).

During the period ended December 31, 2011, the Company issued 6,250,000 shares of restricted common pursuant to a consulting agreement with the Company (Ferris Holding, Inc.).

During the period ended December 31, 2011, the Company issued 78,187,500 shares of restricted common stock for 2,500,000 shares of liquid stock from another public company (New Compendium Corporation).

During the period ended December 31, 2011, the Company issued 12,000,000 shares of restricted common for consulting work done for the Company (Robert Milstein).

During the period ended December 31, 2011, the Company issued 225,000 shares of restricted common as a bonus for his outstanding work for Company (Joseph Di Marco).

During the period ended December 31, 2011, the Company issued 1,000,000 shares of restricted common as an advance for the book about his first person experiences smuggling marijuana (Cecil Rogers).

During the period ended December 31, 2011, the Company issued 25,000,000 shares of restricted common for a social network software interface for the Company (Source, Inc.).

During the period ended December 31, 2011, the Company issued 225,000 shares of restricted common as a bonus for her outstanding work for Company (Joan Brown).

Total common stock issued during period 402,527,722

Preferred Stock

During the period ended December 31, 2011, the Company issued 31,500,000 shares of restricted Preferred stock in exchange for silver medallions (Bruce Perlowin).

Total preferred stock issued during period 31,500,000

MARIJUANA, INC. (OTC:"HEMP")

Note 1 - Organization and Basis of Presentation

Organization and Line of Business

The Company was incorporated on January 16, 2008 in Colorado as Preachers Coffee, Inc. Preachers Coffee, Inc. a Colorado corporation was given the trading symbol PCIO. On November 11, 2009 Preachers Coffee, Inc. a Colorado corporation's name was changed to Marijuana, Inc. On October 10, 2011 the trading symbol PCIO was changed to HEMP.

Marijuana Inc. ("MI") (OTC: HEMP) is a start-up company and is in the development stage preparing to launch a comprehensive network of information, services and products focused on the rapidly emerging medical marijuana industries and movements. MI is assembling the components of this all encompassing educational, social network, affinity program, and distribution network through internal development, mergers & acquisition and joint ventures. These components are being seamlessly integrated into a process designed to take someone from curious, to knowledgeable, to a satisfied and loyal MI community member with a lasting relationship with the company through education, information, social networking, and product purchases.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America.

It is assumed that the transfer agent's certified shareholder list is accurate and complete regarding the issuance and holders of common stock.

Note 2 - Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and 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. Actual results could differ from those estimates.

Principles of Consolidation

These consolidated financial statements include the accounts of Marijuana, Inc's wholly owned subsidiaries Eco Harmony Rocks, LLC, a Delaware limited liability company and Eco Harmony, Inc., a Nevada corporation. All significant intercompany transactions have been eliminated.

Cash and Cash Equivalents

Cash and cash equivalents include cash in hand and cash in time deposits, certificates of deposit and all highly liquid debt instruments with original maturities of three months or less. During this

development period, many of the expenses of the company were funded by the officers and directors, thus alleviating the need for a bank account.

Prepaid Expenses

None

Investments in Marketable Securities

On August 15, 2011, ten million five hundred thousand (10,500,000) freely trading shares of Medical Marijuana, Inc., ("MJNA") were exchanged for 307,537,500 shares of common stock, subject to 144 restriction (which requires these recipients to hold the shares for a year prior to the shares being able to be sold). On December 31, 2012 the marketable securities account was adjusted to reflect the change in market value.

Deposits

Deposits are the balances outstanding that have not been redeemed as of the date of the Financial Statements. As of December 31, 2011, there are no deposits.

Accounts Receivable/Other Receivable

Accounts Receivable are amounts due to the company from sales or services rendered. As of December 31, 2011, there are no deposits.

Notes Receivable

Notes Receivable are executed contractual obligations to pay the company reflecting amounts due for sales or services rendered to another by the company. As of December 31, 2011, there are no notes receivable.

Property and Equipment

Property and equipment are stated at cost. Expenditures for maintenance and repairs are charged to earnings as incurred; additions, renewals and betterments are capitalized. When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the respective accounts, and any gain or loss is included in operations.

Depreciation of property and equipment is provided using the MACRS method for substantially all assets with estimated lives of 5 years and, to the extent available, accelerated depreciation per Internal Revenue Code Sec. 179.

As of December 31, 2011, there is two assets classified under Property and Equipment. One is a software program that incorporates all working aspects of the social network, loyalty program, media access, education access, and sales and marketing for the company. This software is the backbone of the business and actual payments for programmers exceeded \$1.8 million. The other proprietary software program is for managing the Company's social network and it was paid for with 144 restricted stock valued at \$364,000.

Inventory

Inventory consists of silver medallions emblazoned with the "King of Pot" and designed to raise the public awareness of the company and its products. On August 15, 2011, these were exchanged, together with the dye enabling future releases of additional medallions, for 31,500,000 shares of preferred stock which is convertible at a ratio of 1:2.5 shares of Marijuana, Inc. common shares. Inventory has been recorded at the lower of cost or fair market value.

Revenue Recognition

The Company's revenue recognition policies are in compliance with SEC Staff Accounting Bulletin ("SAB") 104.

Stock-Based Compensation

The Company accounts for its stock-based compensation in accordance with SFAS No. 123R, "Share-Based Payment, an Amendment of FASB Statement no. 123." The Company recognizes in the statement of operations the grant-date fair value of stock options and other equity-based compensation issued to employees and non-employees. During the period from January 1 to December 31, 2011, 402,527,722 shares were issued in total. 69,540,222 were issued pursuant to consulting agreements.

Income Taxes

The Company utilizes the SFAS No. 109, "Accounting for Income Taxes," which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred income taxes are recognized for the tax consequences in the future years of differences between the tax bases of assets and liabilities and their financial reporting amounts at each period and based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

Basic and Diluted Earnings per Share

Earnings per share are calculated in accordance with the SFAS No. 128 ("SFAS No. 128"), "Earnings per Share." Net earnings per share for all periods presented have been restated to reflect the adoption of SFAS No. 128. Basic earnings per share is based upon the weighted average number of common shares outstanding. Diluted earnings per share is based on the assumption that all dilutive convertible shares and stock options were converted or exercised. There are convertible shares as discussed in Note 8. There are no options or warrants. Dilution is computed by applying the treasury stock method. Under this method, options and warrants are assumed to be exercised at the beginning of the period (or at the time of issuance, if later), and as if funds obtained thereby were used to purchase common stock at the average market price during the period. At this time there are no stock options granted.

Note 3 - Going Concern

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles in the United States of America, which contemplates continuation of the Company as a going concern.

Note 4 - Accounts Payable

Accounts payable represent amounts owed to vendors for products and/or services rendered but not yet paid for in full. At the close of business on December 31, 2011, there was only one account having an outstanding balance.

Note 5 - Notes Payable

None.

Note 6 - Loans To/From Officers

Loans are stated at par and are represented in aggregate. Such sum represents the loan of funds and/or withdrawal of funds by officers and is not considered revenue to the company, nor income to individual officers.

Note 7 - Stock Options and Warrants

None.

Note 8 - Preferred Shares

The company has three types of preferred shares. The first, Preferred, is convertible to common shares at a ratio of one preferred share to two and one half shares of common shares. There are currently 331,500,000 preferred shares outstanding. The second, Series K, is convertible to common shares at a ratio of one preferred share to ten shares of common. There are currently no preferred series K shares outstanding. The third, Series Q, is convertible to common shares at a ratio of one preferred share to one hundred shares of common. There are currently no preferred series Q shares outstanding.

Note 9 - Prepaid Expenses

None.

Note 10 - Significant Events

The company has expanded its focus to develop opportunities associated with the medical marijuana industry. The company does not cultivate, distribute or possess marijuana. Instead, the company is creating a service infrastructure to serve industry participants. By creating the prerequisite social network infrastructure, the company is poised to profit from its leadership position in the industry.

The company contemplates becoming involved in a social networking media via the internet to connect industry participants and serve their information needs. The company also plans to pursue providing a full curriculum to educate participants in the industry both through live seminars as well

as via the internet. The company intends to offer industry-related products and services where economically feasible. Finally, the company is developing a website providing entertainment and news which affect industry participants.

Note 11 – Change in Stockholder’s Equity

Common Stock

During the period ended December 31, 2011, the Company issued 12,500,000 shares of restricted common pursuant to a consulting agreement with the Company (James Scheltema).

During the period ended December 31, 2011, the Company issued 62,550,000 shares of restricted common stock for 2,000,000 shares of liquid stock from another public company (James Scheltema).

During the period ended December 31, 2011, the Company issued 62,550,000 shares of restricted common stock for 2,000,000 shares of liquid stock from another public company (Bruce Perlowin).

During the period ended December 31, 2011, the Company issued 25,000,000 shares of restricted common pursuant to a consulting agreement with the Company (David Tobias).

During the period ended December 31, 2011, the Company issued 62,550,000 shares of restricted common stock for 2,000,000 shares of liquid stock from another public company (David Tobias).

During the period ended December 31, 2011, the Company issued 222,222 shares of restricted common for consulting work done for the Company (Alexander Scheltema).

During the period ended December 31, 2011, the Company issued 12,500,000 shares of restricted common pursuant to a consulting agreement with the Company (Craig Perlowin).

During the period ended December 31, 2011, the Company issued 41,700,000 shares of restricted common stock for 2,000,000 shares of liquid stock from another public company (Richard Stewart).

During the period ended December 31, 2011, the Company issued 68,000 shares of restricted common for consulting work done for the Company (Alexander Scheltema).

During the period ended December 31, 2011, the Company issued 6,250,000 shares of restricted common pursuant to a consulting agreement with the Company (Ferris Holding, Inc.).

During the period ended December 31, 2011, the Company issued 78,187,500 shares of restricted common stock for 2,500,000 shares of liquid stock from another public company (New Compendium Corporation).

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During the period ended December 31, 2011, the Company issued 1,000,000 shares of restricted common as an advance for the book about his first person experiences smuggling marijuana (Cecil Rogers).

During the period ended December 31, 2011, the Company issued 25,000,000 shares of restricted common for a social network software interface for the Company (Source, Inc.).

During the period ended December 31, 2011, the Company issued 225,000 shares of restricted common as a bonus for his outstanding work for Company (Joan Brown).

Total common stock issued during period 402,527,722

Preferred Stock

During the period ended December 31, 2011, the Company issued 31,500,000 shares of restricted Preferred stock in exchange for silver medallions (Bruce Perlowin).

Total preferred stock issued during period 31,500,000

Note 12 - Subsequent Events

None.

Item 13 Similar financial information for such part of the preceding fiscal years as the issuer or its predecessor has been in business.

Included in Item 12.

Item 14 Beneficial owners

Beneficial Owners of 5% or more:

<u>Name</u>	<u>Address</u>	<u>Shares Owned</u>	<u>Percentage</u>
Preachers Trust	2 nd Floor, Mill Mall Tower Road Town, Tortola BVI	112,871,288	15.41%*
Tracy Balas	Boracay Island, Aklan Province, PI P.O. Box 2811 Makati Central PO 1268 Makati City	112,871,288	15.41%*
David Tobias	8174 S Las Vegas Blvd #109-367 Las Vegas, NV 89123	87,550,000	11.95%*
New Compendium Corp	8174 S Las Vegas Blvd #109-367 Las Vegas, NV 89123	78,187,500	10.67%*
James R. J. Scheltema	1311 East La Rua Street Pensacola, FL 32501	75,050,000	10.25%*
Bruce Perlowin	8174 S Las Vegas Blvd #109-367 Las Vegas, NV 89123	62,550,000	8.54%*
Richard G. Stewart	24254 Main Street Newhall, CA 91321	41,700,000	5.69%*
TOTAL COMMON SHARES HELD BY BENEFICIAL OWNERS		570,780,076	

*Based on total issued and outstanding shares of 732,498,357.

Preferred Share Owners

Bruce Perlowin	8174 S Las Vegas Blvd #109-367 Las Vegas, NV 89123	131,500,000	39.67%**
Svetlana Ogorodnikova 100% Owner	8174 S Las Vegas Blvd #109-367 Las Vegas, NV 89123	100,000,000	30.17%**
New Compendium Corp	3055 Corona Trl. Apt. 305 Boulder, CO 80301	100,000,000	30.17%**
TOTAL PREFERRED SHARES HELD BY OWNERS		331,500,000	

**Based on total issued and outstanding shares of 331,500,000.

Item 15 The name, address, and email address of each of the following outside providers that advises the Company on matters relating to operations, business development and disclosures.

1. Investment Banker

None at this time

2. Promoters

None at this time

3. Security and Exchange Counsel

Securities Attorney

William Aul, Esq.

7676 Hazard Center Drive
Suite 500
San Diego, CA 92108
United States

Tel: 619-497-2555
bill@aullaw.net

4. Accountant or Auditor

None at this time.

5. Public Relations Consultants

None at this time.

6. Investor Relations Consultant

None at this time. Please contact investorrelations@marijuanainc.tv.

7. Other Advisers

None at this time.

Item 16 Management's Discussion and Analysis or Plan of Operations

A. Plan of Operation

Marijuana, Inc. ("MI") (OTC: HEMP) is a start-up company nearing completion of its development stage of operations. Most of the funding of the company has been supplied by the

CEO of the Company, Bruce Perlowin. Over the last two years he has personally spent in excess of \$1,800,000 in the process of developing proprietary software for transaction processing, MIS, loyalty program, and social network management.

During that time the Company has also developed 9 proprietary cutting edge nutraceutical products designed to, among other things, improve concentration, increase awareness, increase energy, improve joint flexibility, improve overall wellness, and to supply high quality hemp and blue-green algae protein. The market testing of these products began in December of 2011.

The Company has just completed the research and development phase of 7 proprietary skin care products for both men and women and will be market testing the products beginning in the second quarter of 2012.

The Company has also begun producing video content available in high definition over the internet. This content will be used to increase the interest of the target market in order to draw people to the MI social network, Eco Harmony, and to share meaningful products and services which will be more compelling with the loyalty program.

The Company is preparing to go beyond R&D and will need additional funds to implement the next phase of operations. It is part of the Company's plan to first bring the social network on-line and to supply content in the form of news and education. Along with this step will come the ability to market industry specific products and services such as the nutritional and skin care lines. Once these are established the Company expects to advance other segments of the business plan such as the 420 Cafes and 420 Resorts.

B. Management's Discussion and Analysis of Financial Conditions and the Results of Operations.

As a development stage business, this section is not applicable.

C. Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Part E. Issuance History

Item 17 List of securities offerings and shares issued for services in the past two years.

Nature of Offering	Person or Entity	Date	Shares	Price per Share	Total Collected	Shares Traded
Private Sale of Preferred Stock	Bruce Perlowin	1/21/2010	100,000,000	\$0.00001	1,000.00	
Private Sale of Preferred Stock	Svetlana Ogorodnikova	1/21/2010	100,000,000	\$0.00001	1,000.00	
Private Sale of Preferred Stock	New Compendium Corp	1/21/2010	100,000,000	\$0.00001	1,000.00	
Expense Reimbursement	Bruce Perlowin	5/12/2011	31,500,000			
Compensation	James Scheltema	8/15/2011	12,500,000			
Stock Trade	James Scheltema	8/15/2011	62,550,000			2,000,000
Stock Trade	Bruce Perlowin	8/15/2011	62,550,000			2,000,000
Compensation	David Tobias	8/15/2011	25,000,000			
Stock Trade	David Tobias	8/15/2011	62,550,000			2,000,000
Compensation	Alexander Scheltema	8/15/2011	222,222			
Compensation	Craig Perlowin	9/7/2011	12,500,000			
Stock Trade	Richard Stewart	9/13/2011	41,700,000			2,000,000
Compensation	Alexander Scheltema	9/20/2011	68,000			
Compensation	Ferris Holding, Inc.	10/6/2011	6,250,000			
Stock Trade	New Compendium Corp	10/24/2011	78,187,500			2,500,000
Compensation	Robert Milstein	10/24/2011	12,000,000			
Compensation	Joseph Di Marco	12/22/2011	225,000			
Compensation	Cecil Rogers	12/22/2011	1,000,000			
Purchase of Software	Source, Inc	12/22/2011	25,000,000	0.01456	364,000.00*	
Compensation	Joan Brown	12/22/2011	225,000			

All issued stock was 144 stock with restrictive legend stating that they are not registered under the Securities Act and referring to the restrictions on transferability and sale of the shares under the Securities Act

All traded stock was Medical Marijuana, Inc. freely traded stock.

*Stock was used to pay for the software, no funds were collected.

Part F Exhibits

Item 18 Material Contracts.

Exhibit A – Material Contracts.

CONSULTING AGREEMENT

This Agreement is made effective as of December 10, 2009, by and between Prencher's Coffee, Inc. (PCIO) a Colorado corporation located at the Holly Sugar Building, 2 North Cascade Avenue, Colorado Springs, Colorado 80903 and Bruce Perlowin (Developer), of 705 North State Street #664, Ukiah, California 95482.

In this Agreement, the party who is contracting to receive services shall be referred to as "PCIO" and the party who will be providing the services shall be referred to as "Developer".

Developer has a background in business development, management, sales, and marketing and is willing to provide services to PCIO based on this background.

PCIO desires to have services provided by Developer.

Therefore, the parties agree as follows:

- **DESCRIPTION OF SERVICES.** Beginning on December 10, 2009, Developer will provide or direct to be provided the following services as deemed necessary by Developer (collectively, the "Services"): market research, demographic studies, product research, product development, software development, and any other service or product deemed necessary for the development of PCIO as a successful marketing company.
- **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Developer shall be determined by Developer. PCIO will rely on Developer to work as many hours as may be reasonably necessary to fulfill Developer's obligations under this Agreement.
- **EXPENSE REIMBURSEMENT.** Developer will fund services listed in section 1 above either directly or indirectly as reasonably possible and all direct expenses related to Section 1 above will be repaid to Developer within ten (10) days of receipt of a demand for payment by Developer. There are two methods of repayment allowed, cashier's check from a Developer approved US bank or with Preferred K stock in PCIO. PCIO Preferred K stock carries a conversion ratio of 10 shares of Common for each share of Preferred K. Valuation of Preferred K will be equal to the closing price on the day the demand letter is issued to PCIO. Should the letter be issued on a day without trading, the previous trading day's closing price will be the designated share value of the Preferred K stock. Payment option of cashier's check or Preferred K stock is in the sole discretion of PCIO.
- **OWNERSHIP OF DEVELOPED PRODUCTS AND SERVICES.** Developer acknowledges that PCIO is a development stage company and that PCIO has

chosen to fund its development stage of operations through this contractual relationship with Developer and that all products, services, etc. that Developer seeks reimbursement for will be owned exclusively by PCIO and Developer shall not have any ongoing rights of any kind in those products or services.

- **TERM/TERMINATION.** This Agreement shall be effective for a period of five (5) years and shall automatically renew for successive terms of the same duration, unless either party provides 60 days written notice to the other party.
- **RELATIONSHIP OF PARTIES.** It is understood by the parties that Developer is an independent contractor with respect to PCIO, and not an employee of PCIO. PCIO will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Developer.
- **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for PCIO:

Preachers Coffee, Inc.
Bruce Perlowin
CEO, President, Chairman of the Board
705 North State Street #664
Ukiah, California 95482

IF for Developer:

Bruce Perlowin
705 North State Street #664
Ukiah, California 95482

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

- **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid

and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Nevada.

Party receiving services:
Preachers Coffee, Inc.

By: Bruce Perlowin
Bruce Perlowin
President

Party providing services:
Developer

By: Bruce Perlowin
Bruce Perlowin
Developer

CONSULTING, NON-DISCLOSURE, AND CONFIDENTIALITY AGREEMENT
BETWEEN
MARIJUANA, INC.
AND
DAVID M. TOBIAS

THIS CONTRACT is made and entered into this 2nd day of August, 2011 by and between Marijuana, Inc., an Colorado corporation, herein referred to as MI and David M. Tobias.

The Parties, MI and David M. Tobias, enter this Consulting, Non-Disclosure, and Confidentiality agreement for the mutual consideration as set forth herein.

Whereas MI is in the business of consulting, instructing, sales and all other aspects of legal medical marijuana distribution and use and any other legal purpose;

Whereas MI has conceptualized, come up with ideas for/and or planned to develop certain unique formulations and methods for the growth, development and distribution of marijuana, including but not limited to products associated with same;

Whereas MI has composed or will compose certain texts, slideshows and presentation in various media useful for consulting and instruction of others involved in legal medical marijuana distribution and use;

Whereas MI has conceptualized, come up with ideas for/and or planned to develop certain unique business opportunities in retail consumer goods;

Whereas MI desires David M. Tobias to provide consulting services to the corporation to assist in day-to-day operations of the company as President with such duties as are normally associated with such role;

Whereas David M. Tobias desires to be a consultant for MI in such capacity;

Whereas within his duties David M. Tobias shall be privy to certain confidential matters as well as products, processes, formulae, texts, ideas, concepts and trade secrets for which are, have been, or will be filed as a patent, trademark or copyright and would otherwise gain intellectual property protection within the United States;

Whereas David M. Tobias acknowledges that as a consultant of MI, he will have access to certain proprietary information, concepts and trade secrets, including but not limited to customer lists, marketing techniques, analytical market data, manufacturing and/or organic growth techniques and processes, product refinement and development, sales data, supplier information, product pricing methods and information, and all other information in any form related to the development, production, marketing and sale of MI products and materials.

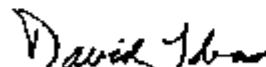
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Now therefore the Parties agree as follows:

1. Consulting Agreement: David M. Tobias will provide consulting services to MI under the terms below as President. Nothing under this agreement shall be interpreted to alter Nevada employment and/or contract law.
 - a. Compensation: David M. Tobias shall receive twenty five million (25,000,000) shares of common stock of Marijuana, Inc. restricted by Section 144 when Marijuana, Inc. is able to issue such shares.
 - b. Additional Compensation: David M. Tobias shall receive twenty five million (25,000,000) shares of common stock of Marijuana, Inc. restricted by Section 144 when Marijuana, Inc. Shares to vest at the rate of one million (1,000,000) shares per month for 25 months beginning in the second month after the date of this agreement.
 - c. David M. Tobias shall be reimbursed for reasonable travel expenses within thirty days of filing expense reports.
 - d. Benefits: David M. Tobias shall be offered health insurance and MI shall pay the premium associated therewith, if and when available/offered. Additional benefits such as a retirement plan and/or other types of insurance may be offered in the future.
 - e. Supervisor: Bruce Perlowin, or his successor, and any person he should so designate shall serve as David M. Tobias's supervisor and direct report. David M. Tobias shall also report directly to the Board of Directors.
2. Waiver of Rights to Intellectual Property: David M. Tobias agrees that all work performed for MI is "work-for-hire" and that he waives any and all right, title, or interest in any works of authorship, works-made-for-hire, inventions, patents, trademarks, service marks, trade names, logos, copyrights, mask works, confidential business information (including formulas, compositions, manufacturing and production processes and techniques, prototypes, technical data, design, drawings, diskettes, stored data, switch, application, operating system, specifications, lists of and data relating to, current, prior and prospective customers and suppliers, pricing and cost information, business and marketing plans and proposals), computer software and any other intellectual property conceived or developed by David M. Tobias while providing services to MI or in which David M. Tobias has or may have any proprietary rights ("intellectual property") and transfers any such right, title or interest which David M. Tobias has or may have in the intellectual property to MI.
3. Nondisclosure and Confidentiality Agreement: David M. Tobias agrees that he shall

4. **Breach of Nondisclosure and Confidentiality Agreement:** It is understood and agreed that money damages are not an exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to MI.
5. **Defamation:** In the event of termination by the company or voluntarily, David M. Tobias agrees to not make any disparaging remarks regarding the company, its operations, and/or personnel that may detrimentally impact Marijuana, Inc.'s or any individual(s) associated with Marijuana, Inc.'s reputation in the marketplace. In the absence of written permission to the contrary from authorized company personnel, David M. Tobias shall respond to any requests for information relating to MI, its operations, and/or personnel with "no comment" and shall direct any inquiries to appropriate personnel at MI. Further, David M. Tobias shall not initiate any communications concerning MI without written permission of authorized company personnel. David M. Tobias agrees that damages relating to disparaging remarks shall not be limited to direct damages, but shall include incidental damages such as reductions in the value of MI's goodwill.
6. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of Nevada.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. Any other agreement between the parties, written or oral, shall be null and void upon execution of this Agreement. No change, modification, alteration or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties. Should any provision of this Agreement be deemed invalid, the remaining provisions shall remain in full force and effect.
8. **Venue:** Any dispute arising out of or related to this Agreement shall be venued in Las Vegas, Nevada.
9. This contract shall supersede all others that may otherwise be in effect. The effective date for this contract shall be the date both parties execute the agreement, below

Executed this 2nd day of August, 2011.


David M. Tobias


Marijuana, Inc.
By Bruce M. Perlman, CEO

CONSULTING, NON-DISCLOSURE, AND CONFIDENTIALITY AGREEMENT
BETWEEN
MARIJUANA, INC.
AND
CRAIG PERLOWIN

THIS CONTRACT is made and entered into this 2nd day of August, 2011 by and between Marijuana, Inc., an Oregon corporation, herein referred to as MI and Craig Perlowin.

The Parties, MI and Craig Perlowin, enter this Consulting, Non-Disclosure, and Confidentiality agreement for the mutual consideration as set forth herein.

Whereas MI is in the business of consulting, instructing, sales and all other aspects of legal medical marijuana distribution and use and any other legal purpose;

Whereas MI has conceptualized, come up with ideas for/and or planned to develop certain unique formulations and methods for the growth, development and distribution of marijuana, including but not limited to products associated with same;

Whereas MI has composed or will compose certain texts, slideshows and presentation in various media useful for consulting and instruction of others involved in legal medical marijuana distribution and use;

Whereas MI has conceptualized, come up with ideas for/and or planned to develop certain unique business opportunities in retail consumer goods;

Whereas MI desires Craig Perlowin to provide consulting services to the corporation as Secretary and Treasurer of MI with such duties as are normally associated with such role;

Whereas Craig Perlowin desires to consult for MI in such capacity;

Whereas within his duties Craig Perlowin shall be privy to certain confidential matters as well as products, processes, formulae, texts, ideas, concepts and trade secrets for which are, have been, or will be filed as a patent, trademark, or copyright and would otherwise gain intellectual property protection within the United States;

Whereas Craig Perlowin acknowledges that as a consultant of MI, he will have access to certain proprietary information, concepts and trade secrets, including but not limited to customer lists, marketing techniques, analytical market data, manufacturing and/or organic growth techniques and processes, product refinement and development, sales data, supplier information, product pricing methods and information, and all other information in any form related to the development, production, marketing and sale of MI products and materials.

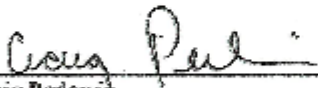
Now therefore the Parties agree as follows:

1. **Consulting Agreement:** Craig Perlowin will provide consulting services to MI under the terms below as Secretary and Treasurer. Nothing under this agreement shall be interpreted to alter Nevada employment and/or contract law.
 - a. **Compensation:** Craig Perlowin shall receive twelve million five hundred thousand (12,500,000) shares of common stock of Marijuana, Inc. restricted by Section 144 when Marijuana, Inc. is able to issue such shares.
 - b. Craig Perlowin shall be reimbursed for reasonable travel expenses within thirty days of filing expense reports.
 - c. **Benefits:** Craig Perlowin shall be offered health insurance and MI shall pay the premium associated therewith, if and when available/offered. Additional benefits such as a retirement plan and/or other types of insurance may be offered in the future.
 - d. **Supervisor:** Bruce Perlowin, or his successor, and any person he should so designate shall serve as Craig Perlowin's supervisor and direct report. Craig Perlowin shall also report directly to the Board of Directors.
2. **Waiver of Rights to Intellectual Property:** Craig Perlowin agrees that all work performed for MI is "work-for-hire" and that he waives any and all right, title, or interest in any works of authorship, works-made-for-hire, inventions, patents, trademarks, service marks, trade names, logos, copyrights, mask works, confidential business information (including formulas, compositions, manufacturing and production processes and techniques, prototypes, technical data, design, drawings, diskettes, stored data, software, application, operating system, specifications, lists of and data relating to, current, prior and prospective customers and suppliers, pricing and cost information, business and marketing plans and proposals), computer software and any other intellectual property conceived or developed by Craig Perlowin while providing services to MI or in which Craig Perlowin has or may have any proprietary rights ("intellectual property") and transfers any such right, title or interest which Craig Perlowin has or may have in the intellectual property to MI.
3. **Nondisclosure and Confidentiality Agreement:** Craig Perlowin agrees that he shall not disclose, to any person or entity, and shall keep strictly confidential all concepts, ideas, products, inventions, patents, confidential business information including formulas, compositions, manufacturing and production processes and techniques, prior and prospective customers and suppliers, pricing and cost information, business and marketing plans and proposal(s) discussed or exchanged by any medium with MI.
4. **Breach of Nondisclosure and Confidentiality Agreement:** It is understood and agreed that money damages are not an exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to MI.
5. **Defamation:** In the event of termination by the company or voluntarily, Craig Perlowin

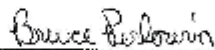
agrees to not make any disparaging remarks regarding the company, its operations, and/or personnel that may detrimentally impact Marijuana, Inc.'s or any individual(s) associated with Marijuana, Inc.'s reputation in the marketplace. In the absence of written permission to the contrary from authorized company personnel, Craig Perlowin shall respond to any requests for information relating to MI, its operations, and/or personnel with "no comment" and shall direct any inquiries to appropriate personnel at MI. Further, Craig Perlowin shall not initiate any communications concerning MI without written permission of authorized company personnel. Craig Perlowin agrees that damages relating to disparaging remarks shall not be limited to direct damages, but shall include incidental damages such as reductions in the value of MI's goodwill.

6. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of Nevada.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. Any other agreement between the parties, written or oral, shall be null and void upon execution of this Agreement. No change, modification, alteration or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties. Should any provision of this Agreement be deemed invalid, the remaining provisions shall remain in full force and effect.
8. **Venue:** Any dispute arising out of or related to this Agreement shall be venued in Las Vegas, Nevada.
9. This contract shall supercede all others that may otherwise be in effect. The effective date for this contract shall be the date both parties execute the agreement, below.

Executed this 2nd day of August, 2011.



Craig Perlowin



Marijuana, Inc.
By Bruce M. Perlowin, CEO

Item 19 Articles of Incorporation and Bylaws.

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
MARIJUANA, INC.**

(These Amended and Restated Articles of Incorporation correctly set forth, amend, and restate, the provisions of the Articles of Incorporation of Marijuana, Inc., (the "Corporation"), as amended and currently in effect. These Amended and Restated Articles of Incorporation contain amendments that were adopted by the shareholders of the Corporation. The number of votes cast for the amendments and this restatement, by each voting group entitled to vote separately on the amendments and this restatement, were sufficient for approval by that voting group. These Amended and Restated Articles of Incorporation supersede all other Articles of Incorporation of the Corporation and all amendments and Articles of Amendment thereto. The Articles of Incorporation of the Corporation are hereby amended and restated in the following manner:

ARTICLE I

The name of the corporation shall be Marijuana, Inc.

ARTICLE II

The purpose for which the corporation is organized is to transact all lawful business for which corporations may be incorporated pursuant to the Colorado Corporation Code. The corporation shall have the powers provided for in the Colorado Corporation Code with respect to corporations.

ARTICLE III

The total number of shares of stock that the Corporation shall have authority to issue is Three Billion Seven Hundred Fifty Million (3,750,000,000) consisting of Three Billion (3,000,000,000) shares of Common Stock, par value \$0.00001 per share ("Common Stock"), and of Five Hundred Million (500,000,000) shares of Preferred Stock, par value \$0.00001 per share ("Preferred Stock"), and of Two Hundred Fifty Million (250,000,000) shares of Preferred K Stock, par value \$0.00001 per share ("Preferred K Stock").

Shares of Preferred Stock of the Corporation may be issued from time to time in one or more series, each of which shall have such distinctive designation or title as shall be determined by the Board of Directors of the Corporation ("Board of Directors") prior to the issuance of any shares thereof. Preferred Stock shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated in such resolution or resolutions providing for the issue of such class or series of Preferred Stock as maybe adopted from time to time by the Board of Directors prior to the issuance of any shares thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all the then outstanding shares of the capital stock of the corporation entitled to vote generally in the election of the Directors (the "Voting Stock"), voting together as a single

class, without a separate vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

At any time after the effectiveness of the filing with the Secretary of State of Colorado of this Second Amended and Restated Articles of Incorporation adding this paragraph to the Corporation's Articles of Incorporation, the Board of Directors may resolve to make each one hundred (100) shares of Common Stock issued and outstanding after the filing of such Second Amended and Restated Articles of Incorporation as aforesaid shall then be combined into one (1) share of validly issued, fully paid and non-assessable Common Stock. As soon as practicable after such date, the Corporation shall request holders of the Common Stock to be combined in accordance with the preceding to surrender certificates representing their Common Stock to the

Corporation's authorized agent, and each such shareholder shall receive upon such surrender one or more stock certificates to evidence and represent the number of shares of Common Stock to which such shareholder is entitled after the combination of shares provided for herein; provided, however, that this Corporation shall not issue fractional shares of Common Stock in connection with this combination, but all fractional shares that would otherwise result shall be rounded up to one whole share of Common Stock. The effective date of such combination will be set by FINRA.

ARTICLE IV

The corporation shall have perpetual existence.

ARTICLE V

The governing board of this corporation shall be known as the Board of Directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the Bylaws of this corporation.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(a) To manage and govern the corporation by majority vote of members present at any regular or special meeting at which a quorum shall be present unless the act of a greater number is required by the laws of the state of incorporation, these Articles of Incorporation, or the Bylaws of the Corporation.

(b) To make, alter, or amend the Bylaws of the corporation at any regular or special meeting. (c) To fix the amount to be reserved as working capital over and above its capital stock paid in. (d) To authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation.

(e) To designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided by resolution or in the Bylaws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation. Such committee or committees shall have such name or names as may be stated in the Bylaws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

The Board of Directors shall have power and authority to sell, lease, exchange or otherwise dispose of all or substantially all of the property and assets of the corporation, if in the usual and regular course of its business, upon such terms and conditions as the Board of Directors may determine without vote or consent of its shareholders.

The Board of Directors shall have power and authority to sell, lease, exchange or otherwise dispose of all or substantially all the property or assets of the corporation, including its goodwill, if not in the usual and regular course of its business, upon such terms and conditions as the Board of Directors may determine, provided that such sale shall be authorized or ratified by the affirmative vote of the shareholders of at least a majority of the shares entitled to vote thereon at a shareholders' meeting called for that purpose, or when authorized or ratified by written consent of the shareholders.

The Board of Directors shall have the power and authority to merge or consolidate the corporation upon such terms and conditions as the Board of Directors may authorize, provided that such merger or consolidation is approved or ratified by the affirmative vote of the shareholders of at least a majority of the shares entitled to vote thereon at a shareholders meeting called for that purpose, or when authorized or ratified by the written consent of the shareholders. The corporation shall be dissolved upon the affirmative vote of the shareholders of at least a majority of the shares entitled to vote thereon at a meeting called for that purpose, or when authorized or ratified by the written consent of the shareholders.

The corporation shall revoke voluntary dissolution proceedings upon the affirmative vote of the shareholders of at least a majority of the shares entitled to vote at a meeting called for that purpose, or when authorized or ratified by the written consent of the shareholders.

ARTICLE VI

The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and the same are in furtherance of and not in limitation of the powers conferred by law.

No contract or other transactions of the corporation with any other person, firm or corporation, or in which this corporation is interested, shall be affected or invalidated by (a) the fact that any one or more of the directors or officers of this corporation is interested in or is a director or officer of such other firm or corporation; or (b) the fact that any director or officer of this corporation,

individually or jointly with others, may be a party to or may be interested in any such contract or transaction, so long as the contract or transaction is authorized, approved or ratified at a meeting of the Board of Directors by sufficient vote thereon by directors not interested therein, to whom such fact or relationship or interest has been disclosed, or so long as the contract or transaction is fair and reasonable to the corporation. Each person who may become a director or officer of the corporation is hereby relieved from any liability that might otherwise arise by reason of his contracting with the corporation for the benefit of himself or any firm or corporation in which he may be in any way interested.

The officers, directors and other members of management of this corporation shall be subject to the doctrine of corporate opportunities only insofar as it applies to business opportunities in which this corporation has expressed an interest as determined from time to time by the corporation's Board of Directors as evidenced by resolutions appearing in the corporation's minutes. When such areas of interest are delineated, all such business opportunities within such areas of interest which come to the attention of the officers, directors and other members of management of this corporation shall be disclosed promptly to this corporation and made available to it. The Board of Directors may reject any business opportunity presented to it and thereafter any officer, director or other member of management may avail himself of such opportunity. Until such time as this corporation, through its Board of Directors, has designated an area of interest, the officers, directors and other members of management of this corporation shall be free to engage in such areas of interest on their own, and the provisions hereof shall not limit the rights of any officer, director or other member of management of this corporation to continue a business existing prior to the time that such area of interest is designated by this corporation. This provision shall not be construed to release any employee of the corporation (other than an officer, director or member of management) from any duties which he may have to the corporation.

ARTICLE VII

Each director and officer of the corporation shall be indemnified by the corporation as follows:

(a) The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that he, or she, is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him, or herein connection with such action, suit or proceeding, if he, or she, acted in good faith and in a manner he, or she, reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the

best interests of the corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the corporation, to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court deems proper.

(c) To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections (a) and (b) of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under Section (a) or (b) of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the officer, director and employee or agent is proper in the circumstances, because he has met the applicable standard of conduct set forth in Section (a) or (b) of this Article. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum, consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the affirmative vote of the holders of a majority of the shares of stock entitled to vote and represented at a meeting called for such purpose.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized in

Section (d) of this Article, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article. (f) The Board of

Directors may exercise the corporation's power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under this Article.

(g) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under these Articles of Incorporation, the Bylaws, agreements, vote of the shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE VIII

The registered and principal office of said corporation shall be located at the offices of its registered agent, and the registered agent of the corporation at such address shall be Corporation Service Company, which may be changed at any time by Resolution of the Board of Directors. Part or all of the business of said corporation may be carried on in the County of Denver, or any other place in the State of Colorado or beyond the limits of the State of Colorado, in other states or territories of the United States and in foreign countries.

ARTICLE IX

Whenever a compromise or arrangement is proposed by the corporation between it and its creditors or any class of them, and/or between said corporation and its shareholders or any class of them, any court of equitable jurisdiction may, on the application in a summary way by said corporation, or by a majority of its stock, or on the application of any receiver or receivers appointed for said corporation, or on the application of trustees in dissolution, order a meeting of the creditors or class of creditors and/or of the shareholders or class of shareholders of said corporation, as the case may be, to be notified in such manner as the said court decides. If a majority in number, representing at least three-fourths in amount of the creditors or class of creditors, and/or the holders of a majority of the stock or class of stock of said corporation, as the case may be, agree to any compromise or arrangement and/or to any reorganization of said corporation, as a consequence of such compromise or arrangement, the said compromise or arrangement and/or the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding upon all the creditors or class of creditors, and/or on all the shareholders or class of shareholders of said corporation, as the case may be, and also on said corporation.

ARTICLE X

No shareholder in the corporation shall have the preemptive right to subscribe to any or all additional issues of stock and/or other securities of any or all classes of this corporation or securities convertible into stock or carrying stock purchase warrants, options or privileges.

ARTICLE XI

Meetings of shareholders may be held at any time and place as the Bylaws shall provide. At all meetings of the shareholders, one-third of all shares entitled to vote shall constitute a quorum.

ARTICLE XII

Cumulative voting shall not be allowed.

ARTICLE XIII

These Articles of Incorporation may be amended by resolution of the Board of Directors if no shares have been issued, and if shares have been issued, by affirmative vote of the shareholders of at least a majority of the shares entitled to vote thereon at a meeting called for that purpose, or, when authorized, when such action is ratified by the written consent of the shareholders.

ARTICLE XIV

Any action for which the laws of the State of Colorado require the approval of two-thirds of the shares of any class or series entitled to vote with respect thereto, unless otherwise provided in the Articles of Incorporation, shall require for approval the affirmative vote of a majority of the shares of any class or series outstanding and entitled to vote thereon.

Any action required by the Colorado Corporation Code to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual meeting or special meeting of the shareholders, may be taken without a meeting, without prior notice, and without a vote, if shareholders, holding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the shares entitled to vote thereon were present and voted, consent to such action in writing.

ARTICLE XV

No director shall be personally liable to the corporation or any shareholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director shall be liable under

Section 7-5-114 of the Colorado Revised Statutes, or any amendment thereto or successor provision thereto and except for any matter in respect of which such director shall be liable by reason that he (i) has breached his duty of loyalty to the corporation or its shareholders, (ii) has not acted in good faith or, in failing to act, has not acted in good faith, (iii) has acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, has acted in a manner involving intentional misconduct or a knowing violation of law, or (iv) has derived an improper personal benefit. Neither the amendment nor repeal of this Article XV, nor the adoption of any provision of the Articles of Incorporation inconsistent with this Article XV, shall eliminate or reduce the effect of this Article XV in respect of any matter occurring, or any cause of action, suit, or claim that, but for this Article XV would accrue or arise prior to such amendment, repeal or adoption of an inconsistent provision.

Signed on December 30, 2010

Bruce Perlowin
Perlowin, Incorporator, CEO, and Chairman

By: Bruce

BY-LAWS
of
MARIJUANA, INC.

Section 1. Identification: The name of the Corporation is Marijuana, Inc. The state of incorporation is Colorado. The date of incorporation is January 16, 2008.

Section 2. Location: The current principal office of the Corporation is the Holly Sugar Building, 2 North Cascade Avenue, Colorado Springs, Colorado 80903. The address of the registered office for service of process in the State of Colorado is 1560 Broadway, Suite 2090, Denver, CO 80202. The Corporation may have such other offices, within or without the State of Colorado, as the Board of Directors may designate or as the business of the Corporation may require.

Section 3. Seal: The seal of Marijuana, Inc. shall have inscribed on it the name Marijuana, Inc., the year 2008 and the words "Corporate Seal". The words "Corporate Seal" may be used as a facsimile of or as the seal.

Section 4. Fiscal Year: The fiscal year of the Corporation shall begin on the first day of each January and end on the last day of each December. The fiscal year may be modified only by Board of Directors resolution.

Section 5. Place of Meeting: The Board of Directors may designate any place, either within or without the State of Colorado, as the place of meeting for any annual, regular or special shareholder meeting called by the Board of Directors. A waiver of notice signed by a majority of Shareholders entitled to vote at a meeting may designate any place, either within or without the State of Colorado, as the place for holding such meeting. If the place of meeting is not designated, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Nevada.

Section 6. Annual Shareholder Meeting: The Annual Meeting of the Shareholders shall be held on the 15th day of January, of each calendar year or such other day or month as shall be fixed by the Board of Directors. The purpose of the Annual Meeting of the Shareholders will be to elect Directors and to transact such other business as may come before the meeting. If the day fixed for an Annual Meeting is a legal holiday, such meeting shall be held on the next succeeding business day. If the election of Directors is not held on the day designated herein for any Annual Meeting of the Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as conveniently possible.

Section 7. Special Shareholder Meeting: Unless otherwise prohibited by statute, special shareholder meetings may be called by the Chief Executive Officer (CEO) or the Board of Directors for any purpose. The CEO shall call a Special Meeting of the Shareholders at the request of the holders of not less than ten percent of the outstanding shares of the Corporation entitled to vote at such meeting. The cost of any Special Meeting of the Shareholders called by a Shareholder over the objection of the Board of Directors shall be borne by the Shareholder calling such meeting.

Section 8. Meeting Notice: Written notice stating the place, day, hour and purpose of each Annual and Special Meeting of the Shareholders shall be delivered personally or by U.S. Mail in a postage pre-paid envelope, not less than ten (10) nor more than sixty (60) days before the date of such meeting, and if mailed, it shall be addressed to such Shareholder at his address as it appears on the record of shareholders, unless such Shareholder shall have filed with the Secretary of the Corporation an alternative address (in writing) in which case notice shall be addressed to such Shareholder at such alternative address. Any such notice shall indicate that it is being issued at the direction of the Board or the CEO, or whomever shall have called the meeting. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who shall attend such meeting in person or by proxy and shall not, prior to the commencement of such meeting, protest the lack of notice, or who shall deliver a signed waiver of notice, in person or by proxy for such meeting before the start of such meeting. Unless the Board fails to fix a new record date for an adjourned meeting, notice of such adjourned meeting need not be given, if the time and place to which the meeting shall be adjourned is announced at the meeting at which the adjournment is taken.

Section 9. Waiver of Notice: A Shareholder, either before or after a Shareholders' meeting, may waive notice of the meeting, which waiver of notice must be in writing, and his waiver shall be deemed the equivalent of receiving notice. Attendance at a Shareholder's Meeting, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting, unless such Shareholder attends for the express purpose of objecting to the transaction of business on the ground that the meeting was not lawfully called or convened.

Section 10. Quorum: At all Shareholder Meetings, the holders of a majority of the issued and outstanding stock of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders. In the absence of a quorum, the holders of a majority of the shares of stock present in person or by proxy and entitled to vote may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum.

Section 11. Organization: At each meeting of Shareholders, the CEO or, in his absence, the Secretary, shall act as Chairman of the meeting. The Secretary, or in his absence or inability to act, the person whom the Chairman of the meeting shall appoint, shall act as Secretary of the meeting and keep the minutes thereof.

Section 12. Order of Business: The order of business at all meetings of the Shareholders shall be determined by the Chairman of the meeting.

Section 13. Voting of Shares: Each outstanding share shall be entitled to vote upon each matter submitted to a vote at a meeting of Shareholders, as follows:

(1) **Vote Per Share:** Except as otherwise provided by statute or in the Articles of Incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled, at each meeting of the Shareholders, to one vote for every share of such stock standing in his name on the record of Shareholders of the Corporation:

(a) on the date fixed as the record date for determining the Shareholders who shall be entitled to notice of, and to vote at, such meeting (as set forth in Section 15 of Article III of these By-laws);

or

(b) if such record date shall not have been so fixed, then as of 5:00 p.m. of the date next preceding the day on which notice thereof shall be given.

(2) **Voting Authority for Corporate Action:** Except as otherwise provided by statute or the Articles of Incorporation, any corporate action to be taken by vote of Shareholders shall be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares present in person or represented by proxy and entitled to vote on such action. Unless required by statute or determined by the Chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the Shareholder voting, or by his proxy, if there be such proxy and shall state the number of shares voted.

(3) **Corporate Ownership of Voting Shares:** Shares standing in the name of another corporation, domestic or foreign, may be voted by the officer, agent, or proxy designated by the By-Laws of the corporate shareholder or, in the absence of any applicable By-Law, by such person as the board of directors of the corporate shareholder may designate. Proof of such designation may be made by presentation of a certified copy of the by-laws or other instrument of the corporate shareholder to the Chairman of the Shareholder Meeting at the time the votes of such corporate Shareholder are cast. In the absence of any such designation or, in case of conflicting designation by the corporate shareholder, the chairman of the board, chief executive officer, the president, any vice president, the secretary, and the treasurer of the corporate shareholder shall be presumed to possess, in that order, authority to vote such shares.

(4) **Shares Held in a Fiduciary Capacity:** Shares held by an administrator, executor, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

(5) **Receiver Shares:** Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer of such shares into his name, if such authority is contained in an appropriate order of the court by which such receiver was appointed.

(6) **Pledged Shares:** Unless otherwise provided by Shareholder Agreement, a shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred to the name of the pledgee, and thereafter the pledgee or his nominee shall be entitled to vote the

shares so transferred, subject to any restrictions imposed upon such shares or pledgee by Shareholder Agreement and of which such pledgee has notice.

(7) Treasury Stock: Treasury shares or shares held by another corporation, if a majority of the shares entitled to vote for the election of directors of such other corporation are held by Marijuana, Inc., shall not be voted at any Shareholder Meeting or counted in determining the total number of outstanding shares at any given time for purposes of any Shareholder Meeting.

(8) Redeemed Shares: On and after the date on which written notice of redemption of redeemable shares has been mailed to the holders thereof and a sum sufficient to redeem such shares has been deposited with a bank or trust company with irrevocable instruction and authority to pay the redemption price to the holders thereof upon surrender of certificates therefore, such shares shall not be entitled to vote on any matter and shall not be deemed to be outstanding shares.

Section 14. Voting Record: Shareholder lists shall be developed and maintained, as follows:

(1) Shareholder List: The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten days before each meeting of Shareholders, a complete list of the Shareholders entitled to vote at such meeting or any adjournment thereof, with the address of, and the number and class and series, if any, of shares held by each Shareholder. Such list shall be kept on file at the principal place of business of the Corporation for a period of ten days prior to such meeting and shall be subject to inspection by any shareholder at any time during business hours. Such list shall also be produced and kept open at the time and place of the Shareholder Meeting and shall be subject to the inspection of any Shareholder at any time during such meeting.

(2) Shareholder List Examination: The original stock transfer books shall be prima facie evidence as to who are the Shareholders entitled to examine such shareholder lists or transfer books, or to vote at any meeting of Shareholders.

(3) Meeting Adjournment on Demand: If the requirements of this section have not been substantially complied with, the meeting shall be adjourned until the requirements are complied with on the demand of any Shareholder in person or by proxy.

(4) Liability for Failure to Adjourn: If, upon the demand of any Shareholder made pursuant to subsection (3), the meeting is not adjourned by the officers of the Corporation and the list is not produced, such officers shall be liable to any Shareholder suffering damage on account of the failure to produce such list.

(5) Failure to Comply without Demand: If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 15. Inspectors: The Board may, in advance of any meeting of Shareholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If the inspectors shall not be so appointed or if any of them shall fail to appear or act, the Chairman of the meeting may

appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath to execute the duties of inspector at such meeting faithfully, with strict impartiality and according to the best of his ability. The inspector shall determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes or ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all Shareholders. On request of the Chairman of the meeting or any Shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be shareholders.

Section 16. Proxies: Voting proxies shall be exercised as follows:

(1) Right of Proxy: Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy.

(2) Validity of Proxy: Proxies must be signed by the Shareholder or his attorney-in-fact. A proxy shall not be valid after the expiration of 11 months from the date thereof unless otherwise provided in such proxy. A proxy shall be revocable at the pleasure of the Shareholder executing it, except as otherwise provided in this section.

(3) Death of Shareholder: The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Shareholder who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the corporate officer responsible for maintaining the list of shareholders.

(4) Record Holder as Pledgee: Except when other provisions shall have been made by written agreement between the parties, the record holder of shares which are held by another as pledgee or otherwise as a security, or which belong to such other person, shall issue to the pledgor or to such owner of such shares, upon the demand therefore and payment of necessary expenses thereof, a proxy to vote or take other action thereon.

(5) Irrevocability: A proxy which states that it is irrevocable is irrevocable when it is held by any of the following:

(a) A pledgee;

(b) A person who has purchased or agreed to purchase the shares;

(c) A creditor of the Corporation who extends or continues credit to the Corporation in consideration of the proxy, if the proxy states that it was given in consideration of such extension or continuation of credit, the amount thereof, and the name of the person extending or continuing credit;

(d) A person who has contracted to perform services as an officer of the Corporation, if a proxy is required by the contract of employment and if the proxy states that it was given in consideration of such contract of employment and states the name of the employee and the period of employment contracted for;

(e) A nominee of (a), (b), (c), or (d).

(6) Revocability: A proxy may be revoked, notwithstanding a provision making it irrevocable, by a purchaser of shares without knowledge of the existence of the provision, unless the existence of the proxy and its irrevocability is noted conspicuously on the face or back of the certificate representing such shares.

(7) Multiple Authority: If a proxy for the same shares confers authority upon two or more persons and does not otherwise provide, a majority of them present at the meeting, or if only one is present then that one, may exercise all the powers conferred by the proxy; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the voting of such shares shall be prorated in such particular case.

(8) Substitution: If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 17. Meeting Adjournment: A meeting of Shareholders may be adjourned. Notice of the adjourned meeting or of the business to be transacted, other than by announcement at the meeting at which the adjournment is taken, shall not be necessary. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be provided to each Shareholder of record of the new record date entitled to vote at such meeting. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 18. Informal Action by Shareholders: Any action that may be taken at a meeting of the Shareholders may be taken without a meeting if a consent in writing, setting forth the action, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice must be given to those Shareholders who have not consented in writing to such action taken.

Section 19. Record Date: For the purpose of determining Shareholders entitled to notice of, or to vote at, any meeting of Shareholders, or any adjournment thereof, or Shareholders entitled to receive payment of any dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Shareholders, as provided in Section 4 of Article VII of these By-Laws.

Section 20. General Powers: The business and affairs of the Corporation shall be managed by the Board of Directors ("Board").

Section 21. Number, Qualifications, Election and Tenure: The number, qualifications, election and tenure of Directors shall be as follows:

(1) Number of Directors: The number of Directors of the Corporation shall not be less than one nor more than five. The Board of Directors shall fix the number of Directors from time to time. Any increase in the number of Directors shall be effective forthwith. Any decrease in the number of Directors shall be effective at the time of the next succeeding annual meeting of the Shareholders unless there shall be vacancies in the Board of Directors, in which case such decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the number of such vacancies.

(2) Qualifications: Each Director shall have attained the age of twenty-one. Directors need not be Shareholders or residents of the State of Colorado. Directors may be Shareholders, officers or employees of the Corporation.

(3) Election: Except as otherwise provided by statute, Directors shall be elected at the Annual Meeting of the Shareholders, and at each meeting called by the Shareholders for the purpose of electing Directors at which a quorum is present, subject to the provisions governing Shareholders' meetings as defined in Article III. At any such meeting, the persons receiving more than fifty percent of the votes cast shall be elected.

(4) Tenure: Each Director shall hold office until the next annual meeting of the Shareholders or until his successor shall have been duly elected and qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws.

Section 3. Board of Directors' Meetings: Meetings of the Board of Directors will be held periodically as follows:

(1) Annual Meetings: The Board of Directors shall meet each year immediately after the Annual Meeting of the Shareholders at the place such Annual Meeting of the Shareholders has been held to elect Directors and consider other business.

(2) Regular Meetings: Regular meetings of the Board shall be held at such time and place as the Board may fix. If any day fixed for a regular meeting shall be a legal holiday then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board need not be given except as otherwise required by statute or the By-Laws of the Corporation.

(3) Special Meetings: Special Meetings of the Board may be called by a majority of the Directors of the Corporation. Special Meetings of the Board may also be called by the CEO.

(4) Place of Meetings: Meetings of the Board shall be held at the principal office of the Corporation or at such other place, within or without the State of Colorado, as the Board may determine from time to time or as shall be specified in the notice of any such meeting.

Section 4. Board of Directors Meeting Notice: Notice of each Annual, Special or Regular meeting of the Board of Directors shall be given to each Director as follows:

(1) Time and Location: Each notice shall state the time and place of the meeting, including the precise hour, day, month and year, as well as the street address, city and state.

(2) Meeting Purpose: Unless expressly required by statute or these By-Laws, each notice need not state the purposes of such meeting.

(3) Delivery: Each notice shall be given as follows:

(a) Mailing: If such notice is mailed, the notice shall be mailed at least five business days before the day on which such meeting is to be held.

(b) Telegraph: If such notice is sent by telegraph, cable or wireless, such notice shall be sent addressed to such Director at least forty-eight hours before the time such meeting is to be held.

(c) Personal Delivery & Telephone: If such notice is delivered personally or by telephone, such notice shall be delivered at least twenty-four hours before the time at which such meeting is to be held.

(4) Notice Waiver: Notice of any Annual, Special or Regular Meeting of the Board of Directors need not be given to a Director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting the lack of notice before or at meeting commencement.

Section 22. Quorum and Voting: At Annual, Regular or Special meetings of the Board of Directors, a majority of the Board of Directors shall be present in person to constitute a quorum for transacting business. Except as otherwise provided by statute or the Articles of Incorporation, any corporate action taken by a majority of the Directors present at any meeting at which a quorum is present shall be an act of the Board. Members of the Board of Directors shall be deemed present in person for purposes of establishing a quorum and voting if a conference telephone or similar communications equipment is used, so long as all persons participating in the meeting can hear each other.

Section 23. Organization: At each meeting of the Board of Directors, the CEO (or in his absence, another director chosen by the majority of the directors present) shall act as Chairman of the meeting and preside thereat. The Secretary (or in his absence, any person appointed by the Chairman at such meeting to serve as a Temporary Secretary) shall act as Secretary of the meeting and keep the minutes thereof.

Section 24. Adjournment: A meeting of the Board of Directors may be adjourned. Notice of the time and place of any such adjourned meeting shall be given to the Directors who were not present at the time of adjournment and, unless such time and place were announced at the meeting at which the adjournment was taken, to the other Directors. At any adjourned meeting

at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 25. Resignation: A Director may resign by giving notice to the Board of Directors, the CEO or the Secretary of the Corporation. Resignation notice acceptance shall not be necessary to make the resignation effective. The date of resignation shall be as provided in the resignation notice, or, if not specified, the date of resignation shall be the date such notice is received.

Section 26. Vacancy: A vacancy in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term continuing only until the next election of Directors by the Shareholders.

Section 27. Removal of Directors: A director may be removed, with or without cause, at any time, by the Shareholders at a Special Meeting called for such purpose.

Section 28. Compensation: The Board of Directors may authorize the Corporation to pay the expenses of a Director in attending a meeting of the Board of Directors. The Board may authorize the Corporation to pay a Director a salary as a Director, or a fixed sum for attending a meeting of the Board of Directors. Such payment shall not preclude a Director from serving the Corporation in any other capacity and receiving compensation in such capacity. The Board of Directors may establish compensation for officers as well as Directors.

Section 29. Informal Action: If all the Directors severally or collectively consent in writing to any action taken, or to be taken by the Corporation, the action shall be as valid as though it had been authorized at a meeting of the Board of Directors.

Section 30. Presumed Assent: A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless such Director votes against such action or abstains from voting with respect thereto because of an asserted conflict of interest.

Section 31. Number and Qualification: The officers of the Corporation shall include a CEO, President, Vice-President, Treasurer, Secretary, and such other officers as deemed advisable by the Board of Directors, as follows:

(1) **Multiple Offices:** Two or more offices may be held by the same person.

(2) **Qualification:** Officers of the Corporation need not be Directors or Shareholders of the Corporation.

(3) **Election and Tenure:** Officers shall be elected by the Board of Directors and will hold office until the next succeeding Annual Meeting of the Board of Directors. However, the tenure of such Officer shall terminate upon death or removal, or appointment or election of a successor.

(4) Appointment of Secondary Officers: The Board of Directors may delegate to the CEO authority to appoint such other officers and agents as may be necessary or desirable for the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as may be prescribed by the Board or by the CEO.

Section 32. Resignations: An Officer may resign by giving notice to the Board of Directors, the CEO or the Secretary of the Corporation. Resignation notice acceptance shall not be necessary to make the resignation effective. The date of resignation shall be as provided in the resignation notice or, if not specified, the date such notice is received.

Section 33. Removal: An Officer or agent of the Corporation may be removed either with or without cause, at any time, by the Board of Directors at any Board of Directors meeting or, except in the case of an officer or agent elected by the Board of Directors, by the CEO.

Section 34. Vacancies: A vacancy in an office may be filled for the unexpired portion of the term of such office by appointment by the CEO of the Corporation.

Section 35. Duties and Responsibilities of Officers: Each Officer of the Corporation shall have duties and responsibilities, as follows:

(1) Chief Executive Officer: The CEO of the Corporation shall be principal executive officer of the corporation and shall direct policies and objectives, subject to the control of the Board of Directors. The CEO may sign and execute deeds, mortgages, bonds, contracts and other instruments on behalf of the corporation without express authorization by the Board of Directors to a maximum expenditure of \$100,000 in total corporate funds or assets. The CEO shall preside over all Shareholder and Board of Director Meetings.

(2) President: The President of the Corporation shall manage the business affairs of the Corporation and report directly to the CEO and be subject to the control of the CEO. The President may sign and execute deeds, mortgages, bonds, contracts and other instruments on behalf of the corporation without express authorization by the Board of Directors to a maximum expenditure of \$5,000 in total corporate funds or assets. The President shall supervise all other officers, agents or employees.

(3) Vice President: Each Vice President shall perform such duties as may be assigned to him by the Board of Directors or the CEO. In the event of the death or inability to act of the President, the Vice President (or in the event there are more than one Vice Presidents, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

(4) Treasurer: The Treasurer of the Corporation shall execute the following duties and responsibilities:

- (a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;
 - (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;
 - (c) deposit all monies and other valuables to the credit of the Corporation in such depositories as may be designated by the Board of Directors in accordance with Article VI;
 - (d) receive and give receipts for monies due and payable to the Corporation in such depositories as may be designated by the Board of Directors in accordance with Article VI;
 - (e) disburse the funds of the Corporation and supervise the investment of its funds as ordered or authorized by the Board of Directors, and taking proper vouchers therefore;
 - (f) in general, perform all the duties incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors or the CEO.
- (4) Secretary: The Secretary of the Corporation shall execute the following duties and responsibilities:
- (a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board of Directors and Shareholders;
 - (b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;
 - (c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as provided in these By-Laws) and affix and attest the seal or the words "Corporate Seal" or their equivalent to all other documents to be executed on behalf of the Corporation under its seal;
 - (d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed;
 - (e) keep a register of the address of each Shareholder which shall be furnished to the Secretary by such Shareholder;
 - (f) have general charge of the stock transfer book of the Corporation;
 - (g) sign with the President, or Vice President, certificates for shares of the Corporation, the issuance of which shall have been authorized by the Board of Directors; and
 - (h) in general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors or the CEO.

(5) Temporary Officers: The Board of Directors may appoint Officers to act in the position of any officer on a temporary basis.

Section 36. Officer Bonds or Other Security: If required by the Board of Directors, an Officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety as the Board of Directors may require.

Section 37. Delegation of Duties: The Board of Directors may delegate the powers and duties of any officer to any other officer of the Corporation.

Section 38. Compensation: The compensation of the Officers of the Corporation for their services as Officers shall be fixed by the Board of Directors; provided, however, that the Board of Directors may delegate the power to fix the compensation of Officers and agents to the CEO. An Officer of the Corporation shall not be prevented from receiving compensation because such Officer is also a Director of the Corporation.

Section 39. Executing Contracts: Contracts shall be executed on behalf of the Corporation, as follows;

(1) Execution by President: Except as otherwise required by statute or as limited in section 5.1, the Articles of Incorporation or the By-Laws of the Corporation, any contract or other instrument may be executed and delivered on behalf of the Corporation by the President. The Board of Directors may authorize any other agent or agents to execute and deliver any contract or other instrument on behalf of the Corporation, and such authority may be general or confined to specific instances as the Board of Directors may determine.

(2) Method of Execution: The Corporation may execute instruments conveying, mortgaging or affecting any interest in the lands of the Corporation by instruments sealed with the common or corporate seal or the words "Corporate Seal" or their equivalent and signed in its name by the President of the Corporation or the Officer so designated by the Board of Directors. Satisfactions or partial releases of mortgages and acceptances for debts may be similarly executed. A corporate resolution does not have to be executed by the Board of Directors and recorded to evidence the authority of the President to execute the deed, mortgage, or other instrument for the Corporation, and an instrument so executed shall be valid whether or not the President was specifically authorized to do so by the Board of Directors in the absence of fraud in the transaction. In cases of fraud, subsequent transactions with good faith purchasers for value and without notice of the fraud shall be valid and binding on the Corporation. However, a corporate resolution must be executed by the Board of Directors and recorded to evidence the authority of any authorized officer except the President executing a deed, mortgage or other instrument of the Corporation purporting to convey an interest in the lands of the Corporation. Any deed, mortgage or other instrument purporting to convey any interest in the lands of the Corporation executed by an officer of the Corporation who is not the President of the Corporation or who is not acting in the capacity of the President as provided in these By-Laws and which is not expressly authorized by written resolution of the Board of Directors shall be void.

Section 40. Checks, Drafts, etc.: Checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation by the President, Treasurer, or any other Officer so authorized by the Board of Directors.

Section 41. Bank Accounts and Deposits: Bruce Perlowin, David Tobias, and Craig Perlowin, individually or in combination are authorized to open any general and special bank accounts to be opened and maintained with such banks, trust companies, or other depositories as they see fit in executing their duties for the corporation. Funds of the Corporation may be deposited in such bank accounts.

Section 42. Voting Shares Held in Other Corporations: Shares of stock issued by any other corporation and owned or controlled by Marijuana, Inc. may be voted at any shareholders' meeting of such other corporation by the President of Marijuana, Inc. and in the event the President is not present at such meeting, the shares may be voted by such persons as the President so designates in writing, and the person so designated shall be deemed designated by proxy to represent Marijuana, Inc. at the meeting.

Section 43. Stock Certificates: Each owner of stock of the Corporation shall be entitled to have a certificate, in such form as shall be approved by the Board of Directors, certifying the number of shares of stock of the Corporation owned by the Shareholder. The certificates representing shares of stock shall be signed in the name of the Corporation by the President and by the Secretary and may be sealed with the seal of the Corporation (which seal may be a facsimile, engraved or printed); provided, however, that where any such certificate is countersigned by a transfer agent, or is registered by a registrar (other than the Corporation or one of its employees), the signatures of the President and Secretary upon such certificates may be facsimiles, engraved or printed. In case any Officer who shall have signed such certificates shall have ceased to be such Officer before such certificates shall be issued, they may nevertheless be issued by the Corporation with the same effect as if such Officer were still in office on the date of their issue.

Section 44. Registered Shareholders: The Corporation shall be entitled to treat the holder of record of shares as the holder in fact and, except as otherwise provided by the laws of Colorado, shall not be bound to recognize any equitable or other claim to or interest in the shares.

Section 45. Books of Account and Record of Shareholders: Correct and complete books and records of account of all the business and transactions of the Corporation shall be maintained. The Corporation shall also maintain a record containing the names and addresses of all Shareholders of the Corporation, the number of shares of stock held by each Shareholder, and the dates when such Shareholders became owners of record at the principal offices of the Corporation, or the offices of the transfer agent of the Corporation.

Section 46. Fixing Record Date: Shareholder record dates shall be determined within the following guidelines:

(1) Meeting Notice: The Board of Directors may fix a date not more than sixty nor less than ten days before the date of any meeting of Shareholders as the time for determining which Shareholders are entitled to notice of, and to vote at, such meeting. The Board may fix such eligible Shareholder determination date in advance. In the event of Shareholder action to be taken without a meeting, the Board of Directors may similarly fix a date for determining Shareholders entitled to notice of such proposed action and to consent or dissent.

(2) Dividend Distributions: The Board of Directors may fix a date not more than fifty nor less than ten days preceding the date fixed for the payment of dividends as the record date for determining Shareholders entitled to receive such dividends. The Board may fix such eligible Shareholder determination date in advance. The same procedure shall be used in determining Shareholders entitled to receive rights to subscribe for securities of the Corporation, or any rights arising out of any change, conversion or exchange of capital stock.

(3) Failure to Fix Date: If the Board of Directors fails to fix a record date, the record date for determining Shareholder eligibility to vote at a Shareholder Meeting or to receive a distribution shall be the date on which notice of the meeting is mailed. If such Shareholder Meeting is held without notice (as provided under these By-Laws) the date on which the resolution of the Board of Directors declaring a dividend or distribution is adopted shall be the record date for determining Shareholder eligibility to vote at a Shareholder meeting or to receive a distribution.

(4) Application to Adjournment: When Shareholders entitled to vote at a Shareholder meeting have been determined, such determination shall apply to any adjournment of the meeting, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 47. Lost, Destroyed or Mutilated Certificates: The holder of any certificate representing shares of stock of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of such certificate, and the Corporation may issue a replacement certificate. The owner of the lost, destroyed or mutilated certificate shall certify that the certificate was lost, mutilated or destroyed. The Board of Directors may require such owner to provide to the Corporation a bond to indemnify the Corporation against any claim resulting from a loss, destruction or mutilation of such certificate. The Board of Directors shall determine the amount of such bond. The Board of Directors may refuse to issue a new certificate hereunder, except pursuant to legal proceedings under the laws of the State of [State of Incorporation].

Section 48. Shareholder Information: A Shareholder of record for six consecutive months or any person authorized by the holder of five percent or more of the outstanding shares of stock of the Corporation shall have the right to receive or inspect the following upon five days written demand to the Corporation:

(1) Shareholder Meeting Records, including the right to examine such records in person or by agent during usual business hours and to make copies thereof subject to such lawful rules and regulations as the Board of Directors may prescribe;

(2) Fiscal Year Balance Sheet and Profit and Loss Statement for the Corporation's fiscal year preceding such request as well as the most recent interim Balance Sheet and Profit and Loss

Statement distributed to Shareholders or otherwise made public (or if such balance sheet and profit and loss statement shall not have been prepared at the date of such request, the Corporation shall prepare them within a reasonable time thereafter and shall furnish them to such Shareholder).

Each shareholder shall have the right to inspect a current list of the Directors and Officers of the Corporation and their respective residence addresses upon two days written demand to the Corporation. Within two calendar days of receiving such demand, the Corporation shall make such list available for inspection at its principal office during regular business hours for a period of seven calendar days.

Section 49. Stock Certificate Legend: Each certificate for shares of stock issued by the Corporation shall set forth on the face or back thereof that the Corporation will furnish to any Shareholder a full statement of the designations, preferences, limitations, and rights of the shares of each class or series authorized to be issued and the authority of the Board of Directors to establish and fix the rights and preferences of subsequent series, upon request therefore by any Shareholder of record.

Section 50. Distribution of Assets Upon Dissolution of Corporation: Upon dissolution or liquidation of the Corporation, after distributions to creditors, all of the remaining assets of the Corporation, of any nature and kind, shall be distributed to the holders of Common Stock on a prorata basis, in proportion to the number of shares held by them. The Board of Directors may distribute such assets in kind to the holders of Common Stock or may sell, transfer, or dispose of all or part of such remaining assets to any other entity and distribute the consideration received therefore together with any balance remaining of such assets after such sale or transfer to the holders of Common Stock.

Section 51. Declaration of Dividend: Dividends may be declared by the Board of Directors at any annual, regular or special meeting of the Board of Directors.

Section 52. Establishing Reserve Fund: Before declaring a dividend, the Board of Directors may set aside a reserve fund for meeting contingencies out of the profits of the Corporation available for dividends. The amount of the reserve fund shall be determined by the Board of Directors in their absolute discretion. Such funds may be used to meet contingencies, equalize dividends, repair or maintain the property of the Corporation, or for any other purpose deemed to be in the best interests of the Corporation by the Board of Directors. The Board of Directors may modify or abolish any such reserve fund.

Section 53. Interlocking Directors, Officers or Shareholders: A transaction between Marijuana, Inc. and any other Corporation shall not be invalid solely because any of the Directors, Officers or Shareholders of Marijuana, Inc. are also Directors, Officers or Shareholders of such other corporation or are otherwise an interested party in such transaction, unless the act of such Director, Officer or Shareholder in authorizing such transaction shall constitute fraud.

Section 54. Requirement of Disclosure: A Director of Marijuana, Inc. or any firm or association of which such Director is a member, or any other corporation of which he is a Director, Officer,

Shareholder or employee, may be a party to, or have an interest in, any transaction between Marijuana, Inc. and any such firm or association so long as such interest is disclosed to the Board of Directors of Marijuana, Inc. before any action approving such transaction is taken by the Board of Directors of Marijuana, Inc.

Section 55. Quorum and Voting: A Director of Marijuana, Inc. who has an interest in a transaction as described above may be counted in determining the existence of a quorum at a meeting of the Board of Directors and may vote to authorize or ratify any such transaction.

Section 56. Subsidiary or Affiliated Corporations: Any Director of the Corporation may vote upon any contract or other transaction between the Corporation and any subsidiary or affiliated corporation without regard to the fact that he is also a director, officer or shareholder of such subsidiary or affiliated corporation.

Section 57. Scope of Indemnification: The Corporation shall indemnify directors, officers and their heirs, executors and administrators to the fullest extent permitted under Colorado law.

Section 58. Extent of Indemnification: The Board of Directors may extend indemnification by the Corporation to the fullest extent permitted under Colorado law.

Section 59. Amendment by Shareholders: The By-Laws of the Corporation may be amended or repealed, or new By-Laws may be adopted, by a majority Shareholder vote at an annual, regular or special meeting of the Shareholders. The notice of such meeting shall mention that amendments, repeal or adoption of new By-Laws is one of the purposes of the meeting.

Section 60. Preferred Stock: Unless otherwise stated in the Certificate of Designation, the following rules apply to Preferred Stock:

(1) Preferred Stock will be paid a dividend two and one half (2.5) times that of Common Stock and the dividend will be paid prior to the payment of Common Stock dividends, Preferred Stock is non-voting unless a dividend has not been paid for one year, in which case the Preferred Stock has voting rights equal to two and one half (2.5) times the rights of common shares, Preferred Stock is convertible to Common Stock at a ratio of two and one half (2.5) times Common Stock shares for each share of Preferred Stock.

(2) Preferred K Stock will be paid a dividend ten (10) times that of Common Stock and the dividend will be paid prior to the payment of Common Stock dividends, Preferred Stock is non-voting unless a dividend has not been paid for one year, in which case the Preferred Stock has voting rights equal to ten (10) times the rights of common shares, Preferred Stock is convertible to Common Stock at a ratio of ten (10) times Common Stock shares for each share of Preferred Stock.

(1) Preferred Q Stock will be paid a dividend one hundred (100) times that of Common Stock and the dividend will be paid prior to the payment of Common Stock dividends, Preferred Stock is non-voting unless a dividend has not been paid for one year, in which case the Preferred Stock has voting rights equal to one hundred (100) times the rights of common shares, Preferred Stock

is convertible to Common Stock at a ratio of one hundred (100) times Common Stock shares for each share of Preferred Stock.

Section 61. Shareholders Voting on Amendments: The holders of the outstanding shares of a class of stock shall be entitled to vote as a class upon a proposed amendment whether or not entitled to vote under the Articles of Incorporation, if the amendment would:

- (1) increase or decrease the aggregate number of authorized shares of such class,
- (2) increase or decrease the par value of the shares of such class,
- (3) effect an exchange, reclassification or cancellation of all or part of the shares of another class into the shares of such class,
- (4) change the designation, preferences, limitations or relative rights of the shares of such class,
- (5) change the shares of such class, whether with or without par value, into the same or a different number of shares, either with or without par value, of the same class or another class of shares,
- (6) create a new class of shares having rights and preferences prior and superior to the shares of such class or increase the rights and preferences or the number of authorized shares of any class having rights and preferences prior or superior to the shares of such class,
- (7) in the case of a preferred or special class of shares, divide the shares of such class into series and fix and determine the designation of such series and the variations in the relative rights and preferences between the shares of such series, or authorize the Board of Directors to do so,
- (8) limit or deny any existing preemptive rights of the shares of such class,
- (9) cancel or otherwise affect dividends on the shares of such class which have accrued but have not been declared. Whenever an amendment would so affect the shares of one or more, but not all of, the series of any preferred or special class at the time outstanding, the holders of the outstanding shares of each such series shall, for the purpose herein, be deemed a separate class and entitled to vote as a class on such amendment.

Section 62. Authority: Notwithstanding any provision to the contrary in these By-laws, loans shall not be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in the name of the Corporation unless expressly authorized by written resolution of the Board of Directors.

Section 63. Loans to Officers and Directors: The Corporation may lend money or guarantee an obligation of an Officer or Director of the Corporation (including any subsidiary) whenever such loan or guaranty may reasonably be expected to benefit the Corporation in the judgment of the Board of Directors. Such loans or guaranty may be with or without interest, secured or unsecured, in such manner as the Board of Directors shall approve.

Section 64. Unreasonable Compensation. Payments made by the Corporation to Officers or Directors which are disallowed as a deduction expense by the Internal Revenue Service shall be reimbursed by the Officer or Director to the full extent of the disallowance. Such payments include, but are not limited to, salary, commission, bonus, interest, rent or entertainment expenses. The Board of Directors shall enforce repayment of such disallowed amounts. In lieu of lump sum repayment by the Officer or Director, the Board of Directors may authorize proportionate amounts to be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 65. Long Term Employment Contracts. The Board of Directors may authorize the Corporation to enter into employment contracts with any executive officer for periods longer than one year and any Articles of Incorporation or By-Law provision for annual election shall be without prejudice to such contract rights of the officer.

The undersigned sole Director hereby certifies that he adopted the foregoing By-Laws December 9, 2009.

Bruce Perlowin

Bruce Perlowin

Chairman of the Board, President, and Chief Executive Officer

Item 20 Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

There were no purchases of equity securities by the issuer or affiliated purchasers.

Item 21 Issuer's Certifications.

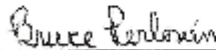
I, Bruce Perlowin CEO and Chairman of the Board, certify that:

1. I have reviewed this Initial Company Information and Disclosure Statement Covering the period ending December 31, 2011 of Marijuana, Inc:

2. Based on my knowledge, this disclosure statement 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 disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: 2/24/2012



Bruce Perlowin
CEO and Chairman of the Board