

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

AMERICAN HEMP VENTURES, INC, a Nevada corporation;
Plaintiff,

v.

KLONDIKE AGRICULTURAL PRODUCTS, LLC, a Florida limited liability company; and
KLONDIKE AGRICULTURAL PRODUCTS, INC., a Florida Corporation.
Defendants.

**ANSWER AND COUNTERCLAIMS OF DEFENDANTS KLONDIKE AGRICULTURAL
PRODUCTS, LLC AND KLONIDKE AGRICULTURAL PRODUCTS, INC.**

Defendants, Klondike Agricultural Products, LLC and Klondike Agricultural Products, Inc. (collectively, "Klondike"), through undersigned counsel, hereby answer the Complaint and Jury Demand of American Hemp Ventures, Inc. (hereinafter "Plaintiff" or "AHV") and assert counterclaims against AHV, as follows:

1. Admitted.
2. Denied.
3. Klondike admits the recitation of a Klondike filing, but Klondike's current principal address is 578 Kennedy Road, Akron, Ohio 44395. Klondike affirmatively states that it has transitioned from an LLC to an S or C corporation during its existence, but at all times relevant has been organized to do business as Klondike, and

further represents that one Klondike entity is the DBA of another, as Klondike has only been involved in one business.

4. Admitted, but see response to paragraph 3.
5. Admitted, but see response to paragraph 3.
6. Admitted, but see response to paragraph 3.
7. Admitted.
8. Defendants admit that Plaintiff and Klondike negotiated a contract wherein Plaintiff would supply industrial hemp seeds, and Klondike would incorporate those seeds into Klondike's proprietary seed capsule for planting, at which time Plaintiff would sell the seed capsules, and deny any other allegation in paragraph 8 of Plaintiff's Complaint
9. Denied.
10. Denied.
11. Denied.
12. Denied.
13. Klondike is without sufficient information to admit or deny the allegations in paragraph 13, and so deny same.
14. On October 16, 2019, Klondike provided Plaintiff with the execution copy of the Supply Agreement the parties had negotiated. Defendants deny the remaining allegations of paragraph 14 of the Complaint.
15. Denied.
16. Denied.

17. Admit that the parties executed the negotiated Supply Agreement and deny the remaining allegations of paragraph 17 of the Complaint.

18. Denied.

19. Denied, see response to paragraph 3 above.

20. Admit that the negotiated start date of the Supply Agreement is October 16, 2019, and deny the remaining allegations of paragraph 20 of the Complaint.

21. Admit that the Supply Agreement, negotiated by the Plaintiff and Klondike speaks for itself and deny the remaining allegations of paragraph 21 of the Complaint.

22. Denied.

23. Denied.

24. Denied.

25. Admit that Klondike seeks payments pursuant to the negotiated Supply Agreement, but deny the remaining allegations of paragraph 25 of the Complaint.

26. Denied.

27. Denied.

28. Admitted.

29. Admitted.

30. Klondike incorporates its answer to the proceeding allegations as if set forth herein.

31. Paragraph 31 states a legal conclusion, not requiring responsive pleading, but Klondike admits this Court can interpret the Supply Agreement and denies the remaining allegations of paragraph 31 of the Complaint.

32. Klondike admits that the parties to the Supply Agreement, Plaintiff and Klondike, executed the negotiated Supply Agreement, and deny the remaining allegations of paragraph 32 of the Complaint.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. Klondike incorporates its answer to the proceeding allegations as if set forth herein.

42. Denied.

43. Admitted that Plaintiff entered into the Supply Agreement with Klondike, and deny the remaining allegations of paragraph 43 of the Complaint.

44. Denied.

45. Admitted, but deny the word “advanced” as vague and ambiguous.

46. Denied.

47. Denied.

48. Admitted.

49. Klondike affirmatively states that it provided the negotiated Supply Agreement for Plaintiff's signature and deny the remaining allegations of Plaintiff's Complaint.

50. Denied.

51. Denied.

52. Admit that the parties executed the Supply Agreement, as negotiated, but deny the remaining allegations of paragraph 52 of the Complaint.

53. Denied.

54. Denied, see paragraph 3 above.

55. Admit that the negotiated Supply Agreement has a start date of October 16, 2019, and deny the remaining allegations of paragraph 55 of the Complaint.

56. Klondike affirmatively states that the negotiated Supply Agreement speaks for itself and denies the remaining allegations of paragraph 56 of the Complaint.

57. Denied.

58. Denied.

59. Denied, see paragraph 3 above.

60. Denied.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

66. Admitted.

67. Denied.

68. Unintelligible.

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