NO BORDERS, INC.

FORM 8-K
(Current report filing)

Filed 03/20/18 for the Period Ending 03/06/18

Address 18716 EAST OLD BEAU TRAIL
QUARTZ CREEK, AZ, 85142
Telephone 760-582-5115
CIK 0001091418
Symbol NBDR
SIC Code 6153 - Short-Term Business Credit Institutions
Fiscal Year 12/31
No Borders, Inc.

(Exact name of Company as specified in its charter)

Nevada
(State or other jurisdiction of Incorporation)

000-27323
(Commission File Number)

88-0429812
(IRS Employer Identification Number)

18716 East Old Beau Trail
Queen Creek, Arizona 85142
(Address of principal executive offices)

Phone: (760) 582-5115
(Company’s Telephone Number)

18301 Von Karman Ave, Suite 1000
Irvine, CA 92612
(949) 251-0250
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company  [x]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.  [ ]
Item 1.01 – Entry into a Material Definitive Agreement

On March 9, 2018, No Borders, Inc., a Nevada Corporation (the “Company”) and MJ Holdings, Inc., a Florida corporation (the “Consultant”), entered into a Consulting Agreement (“Agreement”). Wherein, the Consultant agreed to provide consulting services for a period of six months in exchange for a total of $53,000 (“Consulting Fee”). The Consulting Fee is divided into a $35,000 promissory note that accrues interest at a rate of 8% per annum and is convertible into common stock at a 50% discount to the lowest closing price over the previous twenty trading days that is due at the execution of the Agreement (“Promissory Note”) and a $18,000 promissory note that is due at the end of the Agreement that will accrue 8% interest per annum and is convertible into common stock of the Company at a 45% discount based upon a twenty day review period.

The convertible debt issued to MJ Holdings, Inc., as described above and the underlying securities were offered by the Company to MJ Holdings, Inc., pursuant to the exemption from registration under the Securities Act of 1933, as amended, provided by Section 4(a)(2) of the Act.

The foregoing summary descriptions of the Consulting Agreement and the Promissory Note are not complete and are qualified in their entirety by reference, to the full text of the Consulting Agreement, a copy of which is included as Exhibit 10.01 to this Current Report, to the full text of the Promissory Note, a copy of which is included as Exhibit 10.02 to this Current Report.

Item 3.02 - Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 “Entry into a Material Definitive Agreement” of this Current Report on Form 8-K is incorporated into this Item 3.02 by this reference.

Item 5.01 – Changes in Control of Registrant.

On March 6, 2018, Lannister Holdings, Inc., an Arizona Corporation, acquired control of Ten Million (10,000,000) shares of the Series A Preferred Stock of the Company, representing 100% of the Company’s total issued and outstanding Series A Preferred Stock, from MJ Holdings, Inc., a Florida Corporation, in exchange for $25,000, per the terms of a Stock Purchase Agreement (the “Stock Purchase Agreement”) by and between MJ Holdings, Inc., and Lannister Holdings, Inc.

There are no arrangements or understandings between MJ Holdings, Inc., and Lannister Holdings, Inc., and/or their respective associates with respect to the election of directors or other matters.

On March 8, 2018, Lannister Holdings, Inc., distributed the shares of Series A Preferred Stock to its shareholders.

The following table sets forth, as of March 12, 2018, the beneficial ownership of the outstanding common stock by: (i) any holder of more than five (5%) percent; (ii) each of our executive officers and directors; and (iii) our directors and executive officers as a group. Unless otherwise indicated, each of the stockholders named in the table below has sole voting and dispositive power with respect to such shares of common stock. As of the date of this Current Report, there are 209,685,734 shares of common stock and 10,000,000 shares of the Series A Preferred Stock issued and outstanding.
<table>
<thead>
<tr>
<th>Name and Address of Beneficial Owner</th>
<th>Amount and Nature of Beneficial Ownership</th>
<th>Percentage of Beneficial Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors and Officers:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joseph Snyder</td>
<td>2,400,000</td>
<td>19.9%</td>
</tr>
<tr>
<td>Christopher Brown</td>
<td>2,400,000</td>
<td>19.9%</td>
</tr>
<tr>
<td>Cynthia Tanabe</td>
<td>2,400,000</td>
<td>19.9%</td>
</tr>
<tr>
<td>Kyle Kummerle</td>
<td>750,000</td>
<td>6.2%</td>
</tr>
<tr>
<td>BVMH Enterprises, LLC (3)</td>
<td>1,300,000</td>
<td>11%</td>
</tr>
<tr>
<td>Glenn Clyde Suydam</td>
<td>750,000</td>
<td>6.2%</td>
</tr>
<tr>
<td>All executive officers and directors as a group (4 persons)</td>
<td>7,950,000</td>
<td>65.9%</td>
</tr>
</tbody>
</table>

(3) Under Rule 13d-3, a beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares: (i) voting power, which includes the power to vote, or to direct the voting of shares; and (ii) investment power, which includes the power to dispose or direct the disposition of shares. Certain shares may be deemed to be beneficially owned by more than one person (if, for example, persons share the power to vote or the power to dispose of the shares). In addition, shares are deemed to be beneficially owned by a person if the person has the right to acquire the shares (for example, upon exercise of an option) within 60 days of the date as of which the information is provided. In computing the percentage ownership of any person, the amount of shares outstanding is deemed to include the amount of shares beneficially owned by such person (and only such person) by reason of these acquisition rights. As a result, the percentage of outstanding shares of any person as shown in this table does not necessarily reflect the person’s actual ownership or voting power with respect to the number of shares of common stock actually outstanding.

(2) Based upon 1,209,685,734 shares issued and outstanding, when fully converted.

(3) BVMH Enterprises, LLC is managed by Valerie Miller.

Other than the shareholders listed above, we know of no other person who is the beneficial owner of more than five percent (5%) of our common stock.

**Item 5.02 – Departure Of Directors Or Principal Officers; Election Of Directors; Appointment Of Principal Officers**

On March 7, 2018, Mr. Jason Fierro resigned as the Corporation’s sole Officer and Director. His resignation was not the result of any disagreement with the Corporation on any matter relating to the Corporation’s operations, policies or practices. His resignation letter is attached as an exhibit as part of this Current Report on Form 8-K.

On March 7, 2018, Mr. Joseph Snyder was appointed to the Company’s Board of Directors and as the Company’s President, Chief Executive Officer.

On March 7, 2018, Ms. Cyntia Tanabe, was appointed to the Company’s Board of Directors and as the Company’s Chief Financial Officer, Treasurer, and Secretary.

On March 7, 2018, Mr. Christopher Brown, was appointed to the Company’s Board of Directors and as the Vice President.

On March 7, 2018, Mr. Kyle Kummerle was appointed to the Company’s Board of Directors.
The following sets forth biographical information for Mr. Joseph Snyder, Ms. Cynthia Tanabe, Mr. Christopher Brown, and Mr. Kyle Kummerle are set forth below:

**Joseph Snyder, Age 36**: Mr. Snyder, our President, CEO and Director, began his career with the learning of sales and team management techniques. Joseph, is currently and has been the CEO of a digital development operations and strategy consulting firm, for the last three years. Prior to that Joseph was the CEO of an insurance agency from 2006 until 2015. Mr. Snyder, now has eighteen years of sales, team management, risk management, financial services, investment, mergers and acquisitions as well as philanthropic experience. He has built multiple private companies from incorporation to millions in revenue and value over his career, he has also acquired national multi-million-dollar businesses and has served as a County Commissioner in Kern County, California. Due to his encompassing knowledge and successes the Board of Directors believes that Mr. Snyder’s vision for the Company combined with his experience and business acumen would be a powerful asset to the success and growth of the Company.

**Cynthia Tanabe, Age 55**: Mrs. Cynthia Tanabe, began her investment career in 1986 and is currently the owner and head broker of Desert View Realty in Arizona, since its incorporation. Cynthia has over thirty years of real estate investment, property management and transaction management in the real estate industry. She formed the base of her financial and investment knowledge working for various mid and large size companies; wherein, she focused on financial compliance, national payroll management and company asset allocations. Our Board of Directors believes that Mrs. Tanabe’s real estate and accounting knowledge as well as her business acumen would be a valuable strategic asset as a Director, Chief Financial Officer and as our Secretary.

**Christopher Brown, Age 32**: Mr. Christopher Brown our Director and Chief Operations Officer, began his career serving in the United States Air Force. After completing his service, Mr. Brown earned a dual B.S. degree in Computational Mathematics and Biochemistry from the Arizona State University, in 2013. Since graduating Mr. Brown has been building a developmental operations and digital strategy consulting firm as its Founder and Chief Technology Officer, for the past three years, where he his duties include overseeing the internal and client projects that are primarily focused on AWS cloud services, blockchain technology development and integration, and dapp development on the Ethereum blockchain platform. Mr. Brown, is well-versed in leading teams for the development and deployment of smart contracts on the Ethereum and other blockchain platforms. Our Board of Directors believes that Mr. Brown’s security based strategic approach to software and company development combined with his experience and education would be great asset and bring strong value to the Company.

**Kyle Kummerle, Age 29**: Mr. Kummerle is currently the head of business development for Tectonic Engineering and Surveying Consultants, P.C., where he has worked since 2002. Kyle has successfully assisted in building that company to a Top 15 Telecommunications firm and Top 150 Engineering firm during his tenure there. Mr. Kummerle also has experience in acquiring capital and mentoring companies, as he has worked with nearly thirty real estate start-up businesses, which he has scaled up into successful businesses, with a core focus’ on gentrification and redevelopment. Due to Mr. Kummerle’s extensive experience with start-ups and in the small business world the Company is proud to bring him on as one of its Directors.

The Corporation has not entered into any compensatory agreement with any of the newly appointed directors at this time but may do so in the future.

**Item 8.01 – Other Events**

On March 8, 2018, Board of Directors of the Company authorized a change of address, the new address is:

18716 East Old Beau Trail  
Queen Creek, Arizona 85142

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Item 9.01 – Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed with this Current Report on Form 8-K.

<table>
<thead>
<tr>
<th>Exhibit Number</th>
<th>Description of Exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.01</td>
<td>Form of Consulting Agreement by and between the Company and MJ Holdings, Inc., dated March 9, 2018.</td>
</tr>
<tr>
<td>10.02</td>
<td>Convertible Note by and between the Company and MJ Holdings, Inc., Dated March 9, 2018.</td>
</tr>
<tr>
<td>10.03</td>
<td>Form of Stock Purchase Agreement by and between MJ Holdings, Inc. and the Company, dated March 6, 2018.</td>
</tr>
<tr>
<td>17.01</td>
<td>Letter of Resignation from Mr. Jason Fierro, dated March 7, 2018</td>
</tr>
</tbody>
</table>

SIGNATURE

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

No Borders, Inc.

Date: March 20, 2018

By: /s/ Joseph Snyder

Joseph Snyder
Chief Executive Officer
This Consulting Agreement, dated effective March 9, 2018 (this “Agreement”), is made and entered into by and between No Borders, Inc., a Nevada corporation (the “Company”) and MJ Holdings, Inc. (the “Consultant”).

Article 1 – Scope of Work

1.1 **Services** – The Company has engaged Consultant to provide assistance with compliance matters, marketing matters, such as public relations, and to consult with management concerning various Company activities and to provide additional services in connection with the Company’s business activities as the Company desires. Consultant will provide and counsel, the Company on the aforementioned matters (collectively, the “consulting services”).

1.2 **Time and Availability** – Consultant will devote all time necessary per month in performing the services for the Company as stated herein. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the month giving due regard to the needs of the Company’s business. This agreement is in effect for a period not to exceed one year from the effective date.

1.3 **Confidentiality** – In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with Confidential Information regarding the Company’s business and products. The Company will rely heavily upon Consultant’s integrity and prudent judgment to use this information only in the best interests of the Company.

1.4 **Standard of Conduct** – In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company.

1.5 **Outside Services** – Consultant shall have the right to use the service of any other person, entity or organization in the performance of Consultant’s duties. Those persons, entities or organizations are expected to observe all manners of conduct and confidentiality as the Consultant as explained by the consulting contract executed by the Company and the Consultant.

1.6 **Reports** – Consultant shall periodically provide the Company with updates of his observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the request of the Company, prepare a final update of Consultant’s activities.

Article 2 – Independent Contractor

2.1 **Independent Contractor** – Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Company. The manner in which Consultant’s services are rendered shall be within the Consultant’s sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from an officer of the Company.

2.2 **Taxes** – Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant’s employees. Neither federal, state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Company on behalf of Consultant or its employees. Consultant understands that it is responsible to pay, according to law, Consultant’s taxes and Consultant shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid.
2.3 Benefits – Consultant and Consultant’s employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, or the Company. No workers’ compensation insurance shall be obtained by Company covering Consultant or Consultant’s employees.

Article 3 – Compensation for Consulting Services

3.1 Compensation – $53,000 total compensation. $35,000 of which is to be fully earned on signing of this Agreement and evidenced by a 8% convertible promissory note issued on the date of this Agreement, as a signing incentive to enter into this Agreement. Then $3,000 a month for Six (6) months of services. To be paid in cash or via a convertible promissory note on the sixth month anniversary of closing of the NBDR Stock Purchase Agreement. If the Company choose to not issue cash, the convertible promissory note will be in the total amount of $18,000 and accrue 8% interest rate per annum, with a 45% discount to market price based on a twenty day look back period on all conversions into common stock of the Company.

3.2 Reimbursement – The Company has not agreed to or discussed any reimbursement of out-of-pocket expenses.

Article 4 – Term and Termination

4.1 Term – This Agreement shall be effective as of March 9, 2018, and shall continue in full force and effect until September 9, 2018. The Company and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

4.2 Termination – the Company may terminate this Agreement for “Cause,” after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 or 7 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the Company; (2) Consultant has committed fraud, misappropriation or embezzlement in connection with the Company’s business; (3) Consultant has been convicted of a felony.

4.3 Responsibility upon Termination – Any equipment provided by the Company to the Consultant in connection with or furtherance of Consultant’s services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall immediately upon the termination of this Agreement, be returned to the Company.

4.4 Survival – The provisions of Articles 5, 6, 7 and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

Article 5 – Confidential Information

5.1 Obligation of Confidentiality – In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain “Confidential Information” (as hereinafter defined) of the Company. Consultant agrees that Consultant will not and Consultant’s employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Company, or disclose such Confidential Information without the written authorization of the President of the Company, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 Definition – “Confidential Information” means information, not generally known, and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems, geographic or research reports, and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or
proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

5.3 **Products of the Company** – Consultant agrees that all plans, manuals and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

**Article 6 – Rights and Data**

6.1 **Data** – All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Company by Consultant in connection with the services rendered under this Agreement shall belong exclusively to the Company and shall be deemed to be works made for hire (the “Deliverable Items”). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Consultant hereby assigns to the Company the ownership of copyright or mask work in the Deliverable Items, and the Company shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Consultant agrees to give the Company or its designees all assistance reasonably required to perfect such rights.

**Article 7 – Conflict of Interest and Non-Solicitation**

6.1 **Conflict of Interest** – Consultant covenants and agrees to provide the Company with all the necessary time and effort to be reasonably successful.

6.2 **Non-Solicitation** – Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising or any other basis, other than on behalf of the Company any employee or independent contractor employed by the Company while Consultant is performing services for the Company, unless a relationship previously existed between the Consultant and that employee or independent contract of the Company.

**Article 8 – Right to Injunctive Relief**

Consultant acknowledges that the terms of Articles 5, 6, and 7 of this Agreement are reasonably necessary to protect the legitimate interests of the Company, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 of this Agreement will render irreparable harm to the Company, and that a remedy at law for breach of the Agreement is inadequate, and that the Company shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to the Company does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

**Article 9 – General Provisions**

6.3 **Construction of Terms** – If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

No Borders, Inc. – Consulting Agreement
6.4 **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

6.5 **Complete Agreement** – This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

6.6 **Dispute Resolution** – If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and the Arbitration Laws of the State of Nevada. Such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney’s fees and expert’s fees, of all parties incurred in any dispute which is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

6.7 **Modification** – No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

6.8 **Waiver of Breach** – The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

6.9 **Successors and Assigns** – This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant’s consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

6.10 **No Conflict** – Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

No Borders, Inc. 

**Consultant**

By: /s/ Joseph Snyder 
Joseph Snyder  
Its: President and CEO

By: /s/ Jessica Miller 
Jessica Miller  
MJ Holdings, Inc.

No Borders, Inc. – Consulting Agreement
NEITHER THIS NOTE NOR THE SECURITIES THAT MAY BE ISSUED BY THE COMPANY UPON CONVERSION HEREOF (COLLECTIVELY, THE "SECURITIES") HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THE SECURITIES NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED: (I) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE 1933 ACT, OR APPLICABLE STATE SECURITIES LAWS; OR (II) IN THE ABSENCE OF AN OPINION OF COUNSEL, IN A FORM ACCEPTABLE TO THE ISSUER, THAT REGISTRATION IS NOT REQUIRED UNDER THE 1933 ACT OR; (III) UNLESS SOLD, TRANSFERRED OR ASSIGNED PURSUANT TO RULE 144 UNDER THE 1933 ACT.

8% CONVERTIBLE PROMISSORY NOTE

$35,000.00         Miami, FL

MATURITY DATE OF SEPTEMBER 9, 2018 THE "MATURITY DATE"
MARCH 9, 2018 'THE "ISSUANCE DATE"

FOR VALUE RECEIVED, No Borders, Inc., a Nevada Corporation (the "Company" or Borrower) hereby promises to pay to the order of MJ Holdings, Inc. an accredited investor and Florida corporation, or its assigns (the "Holder"), the principal amount (the "Principal Amount") of Thirty-Five Thousand ($35,000) dollars ("Note"), at any time on or before September 9, 2018 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of Eight Percent (8%) per annum (the "Interest Rate") commencing on the date hereof (the "Issuance Date"). The Company hereby acknowledges receipt of the Principal Amount from Holder.

1. Payments of Principal and Interest.

   a. Pre-payment Payment of Principal and Interest.

      i. Prepayment. Notwithstanding anything to the contrary contained in this Note, at any time during the periods set forth on the table immediately following this paragraph (the “Prepayment Periods”), the Borrower shall have the right, exercisable on not more than three (3) Trading Days prior written notice to the Holder of the Note to prepay the outstanding Note (principal and accrued interest), in full, in accordance with this Section 1(a). Any notice of prepayment hereunder (an “Optional Prepayment Notice”) shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay the Note, and (2) the date of prepayment which shall be not more than three (3) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the “Optional Prepayment Date”), the Borrower shall make payment of the Optional Prepayment Amount (as defined below) to Holder, or upon the direction of the Holder as specified by the Holder in a writing to the Borrower (which direction shall to be sent to Borrower by the Holder)
at least one (1) business day prior to the Optional Prepayment Date). If the Borrower exercises its right to prepay the Note, the Borrower shall make payment to the Holder of an amount in cash equal to the percentage (“Prepayment Percentage”) as set forth in the table immediately following this paragraph opposite the applicable Prepayment Period, multiplied by the sum of: (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the Optional Prepayment Date plus (y) Default Interest, if any, on the amounts referred to in clauses (w) and (x) plus (z) any amounts owed to the Holder pursuant to Section 7 hereof. If the Borrower delivers an Optional Prepayment Notice and fails to pay the Optional Prepayment Amount due to the Holder of the Note within two (2) business days following the Optional Prepayment Date, the Borrower shall forever forfeit its right to prepay the Note pursuant to this Section 1(a).

<table>
<thead>
<tr>
<th>Prepayment Period</th>
<th>Prepayment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The period beginning on the Issue Date and ending on the date which is thirty (30) days following the Issue Date.</td>
<td>112%</td>
</tr>
<tr>
<td>2. The period beginning on the date which is thirty-one (31) days following the Issue Date and ending on the date which is sixty (60) days following the Issue Date.</td>
<td>117%</td>
</tr>
<tr>
<td>3. The period beginning on the date which is sixty-one (61) days following the Issue Date and ending on the date which is ninety (90) days following the Issue Date.</td>
<td>122%</td>
</tr>
<tr>
<td>4. The period beginning on the date that is ninety-one (91) day from the Issue Date and ending one hundred twenty (120) days following the Issue Date.</td>
<td>127%</td>
</tr>
<tr>
<td>5. The period beginning on the date that is one hundred twenty-one (121) day from the Issue Date and ending one hundred fifty (150) days following the Issue Date.</td>
<td>132%</td>
</tr>
<tr>
<td>6. The period beginning on the date that is one hundred fifty-one (151) day from the Issue Date and ending one hundred eighty (180) days following the Issue Date.</td>
<td>137%</td>
</tr>
</tbody>
</table>

After the expiration of one hundred eighty (180) days following the Issue Date, the Borrower shall have no right of prepayment.
b. Interest. This Note shall bear interest ("Interest") at the rate of Eight Percent (8%) per annum from the Issuance Date until the same is paid in full, or otherwise converted in accordance with Section 2 below, and the Holder, at the Holder's sole discretion, may include any accrued but unpaid Interest in the Conversion Amount. Interest shall commence accruing on the Issuance Date, shall be computed on the basis of a 365-day year and the actual number of days elapsed and shall accrue daily and, after the Maturity Date, compound quarterly. Upon an Event of Default, as defined in Section 10 below, the Interest Rate shall increase to Eighteen Percent (18%) per annum for so long as the Event of Default is continuing ("Default Interest").

c. General Payment Provisions. This Note shall be paid in lawful money of the United States of America by check or wire transfer to such account as the Holder may from time to time designate by written notice to the Company in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a Business Day (as defined below), the same shall instead be due on the next succeeding day which is a Business Day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. For purposes of this Note, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the State of Florida are authorized or required by law or executive order to remain closed.

2. Conversion of Note. In accordance with the terms of subsection 2(b) below, the Conversion Amount (see Paragraph 2(a)(i) of this Note shall be convertible into shares of the Company's common stock (the "Common Stock") according to the terms and conditions set forth in this Paragraph 2.

a. Certain Defined Terms. For purposes of this Note, the following terms shall have the following meanings:

i. "Conversion Amount" means the sum of (a) the principal amount of this Note to be converted with respect to which this determination is being made, (b) Interest; and (c) Default Interest, if any, if so included at the Holder's sole discretion.

ii. "Conversion Price" means a 50% discount to market based on the lowest closing price of the previous 20 trading days, or as adjusted as provided herein.

iii. "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

iv. "Conversion Shares" means the Conversion Shares of the Common Stock of the Company into which any balance on this Note may be converted upon submission of a "Conversion Notice" to the Company substantially in the form attached hereto as Exhibit 1.

b. Holder's Conversion Rights. The Holder shall be entitled to convert all of the outstanding and unpaid principal and accrued interest of this Note into fully paid and non-assessable shares of Common Stock in accordance with the stated Conversion Price.
c. Fractional Conversion Shares. The Company shall not issue any fraction of a share of Common Stock upon any conversion; if such issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up to the nearest whole share except in the event that rounding up would violate the conversion limitation set forth in section 2(b) above.

d. Conversion Amount. The Conversion Amount shall be converted into restricted shares of Common Stock at the Conversion Price.

e. Mechanics of Conversion. The conversion of this Note shall be conducted in the following manner:

i. Holder's Conversion Requirements. To convert this Note into shares of Common Stock on any date set forth in the Conversion Notice by the Holder (the "Conversion Date"), the Holder shall transmit by email, facsimile or otherwise deliver, for receipt on or prior to 11:59 p.m., Eastern Time, on such date or on the next Business Day, a copy of a fully executed notice of conversion in the form attached hereto as Exhibit 1 to the Company.

ii. Company's Response. Upon receipt by the Company of a copy of a Conversion Notice, the Company shall as soon as practicable, but in no event later than one (1) Business Day after receipt of such Conversion Notice, send, via email, facsimile or overnight courier, a confirmation of receipt of such Conversion Notice to such Holder indicating that the Company will process such Conversion Notice in accordance with the terms herein. Within three (3) Business Days after the date the Conversion Notice is delivered, the Company shall have issued and electronically transferred the shares to the Broker indicated in the Conversion Notice; should the Company be unable to transfer the shares electronically, it shall, within three (3) Business Days after the date the Conversion Notice was delivered, have surrendered to an overnight courier for delivery the next day to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder, for the number of shares of Common Stock to which the Holder shall be entitled.

iii. Record Holder. The person or persons in whose names the certificates or brokerage account the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date.

iv. Timely Response by Company. Upon receipt by Company of a Conversion Notice, Company shall respond within one business day to Holder confirming the details of the Conversion and provide within two business days the Conversion Shares requested in the Conversion Notice.

v. Liquidated Damages for Delinquent Response. If the Company fails to deliver for whatever reason (including any neglect or failure by, e.g., the Company, its counselor the transfer agent) to Holder the Conversion Shares as requested in a Conversion Notice within three (3) business days of the Conversion Date, the Company shall be deemed in "Default of Conversion." Beginning on the fourth (4th) business day after the date of the Conversion Notice,
after the Company is deemed in Default of Conversion, there shall accrue liquidated damages (the "Conversion Damages") of $1,000 per day for each day after the third business day until delivery of the Conversion Shares is made, and such penalty will be added to the Note being converted (under the Company's and Holder's expectation and understanding that any penalty amounts will tack back to the Issuance Date of the Note). The Parties agree that, at the time of drafting of this Note, the Holder's damages as to the delinquent response are incapable or difficult to estimate and that the liquidated damages called for is a reasonable forecast of just compensation.

vi. Liquidated Damages for Inability to Issue Conversion Shares. If the Company fails to deliver Conversion Shares requested by a Conversion Notice due to an exhaustion of authorized and issuable common stock such that the Company must increase the number of shares of authorized Common Stock before the Conversion Shares requested may be issued to the Holder, the discount set forth in the Conversion Price will be decreased by 20 percentage points for the Conversion Notice in question and all future Conversion Notices until the outstanding principal and interest of the Note is converted or paid in full. These liquidated damages shall not render the penalties prescribed by Paragraph 2(e)(v) void, and shall be applied in conjunction with Paragraph 2(e)(v) unless otherwise agreed to in writing by the Holder. The Parties agree that, at the time of drafting of this Note, the Holder's damages as to the inability to issue shares are incapable or difficult to estimate and that the liquidated damages called for is a reasonable forecast of just compensation.

vii. Rescindment of Conversion Notice. If: (i) the Company fails to respond to Holder within two Business Days from the date of delivery of a Conversion Notice confirming the details of the Conversion, (ii) the Company fails to provide the Conversion Shares requested in the Conversion Notice within three Business Days from the date of the delivery of the Conversion Notice, (iii) the Holder is unable to procure a legal opinion required to have the Conversion Shares issued unrestricted and/or deposited to sell for any reason related to the Company's standing with the SEC or FINRA, or any action or inaction by the Company, (iv) the Holder is unable to deposit the Conversion Shares requested in the Conversion Notice for any reason related to the Company's standing with the SEC or FINRA; or any action or inaction by the Company, (v) if OTC Markets changes the Company's designation to 'Limited Information' (Yield), 'No Information' (Stop Sign), 'Caveat Emptor' (Skull and Crossbones), or 'OTC', 'Other OTC' or 'Grey Market' (Exclamation Mark Sign) on the day of or any day after the date of the Conversion Notice, the Holder maintains the option and sole discretion to rescind the Conversion Notice ("Rescindment") by delivering a notice of rescindment to the Company in the same manner that a Conversion Notice is required to be delivered to the Company pursuant to the terms of this Note.

viii. Transfer Agent Fees and Legal Fees. The issuance of the certificates shall be without charge or expense to the Holder. The Company shall pay any and all Transfer Agent fees, legal fees, and advisory fees required for execution of this Note and processing of any
ix. Conversion Right Unconditional. If the Holder shall provide a Notice of Conversion as provided herein, the Company's obligations to deliver Common Stock shall be absolute and unconditional, irrespective of any claim of setoff, counterclaim, recoupment, or alleged breach by the Holder of any obligation to the Company.

3. Other Rights of Holder: Reorganization, Reclassification, Consolidation, Merger or Sale.

a. Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets to another Person or other transaction which is effected in such a way that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities, cash or other assets with respect to or in exchange for Common Stock, whether such position is increased, decreased or remains the same, is referred to herein as "Organic Change." Prior to the consummation of any (i) Organic Change or (ii) other Organic Change following which the Company is not a surviving entity, the Company will secure from the Person purchasing such assets or the successor resulting from such Organic Change (in each case, the "Acquiring Entity") a written agreement (in form and substance reasonably satisfactory to the Holder) to deliver to Holder in exchange for this Note, a security of the Acquiring Entity evidenced by a written instrument substantially similar in form and substance to this Note reasonably satisfactory to the Holder. Prior to the consummation of any other Organic Change, the Company shall make appropriate provision (in form and substance reasonably satisfactory to the Holder) to ensure that the Holder will thereafter have the right to acquire and receive in lieu of or in addition to (as the case may be) the shares of Common Stock immediately theretofore acquirable and receivable upon the conversion of the Note, such shares of stock, securities, cash or other assets that would have been Issued or payable in such Organic Change with respect to or in exchange for the number of shares of Common Stock which would have been acquirable and receivable upon the conversion of the Note as of the date of such Organic Change (without taking into account any limitations or restrictions on the convertibility of the Note set forth in Section 2(b) or otherwise). All provisions of this Note must be included to the satisfaction of Holder in any new Note created pursuant to this section. In the event of an Organic change that increases or decreases the number of shares Common Stock outstanding, on a fully diluted basis, the Conversion Price shall be proportionally adjusted upward or down to preserve the percentage of Common Stock, on a fully diluted basis, that the Holder would be issued if converting this Note in full on the date hereof.

d. Piggy-Back Registration Rights. From and after the Signing Closing Date and until eighteen (18) months after the Signing Closing Date, if the Company contemplates making an offering of Common Stock (or other equity securities convertible into or exchangeable for Common Stock) registered for sale under the Securities Act or proposes to file a Registration Statement covering any of its securities,
the Company shall at each such time give prompt written notice to Holder of its intention to do so and of the registration rights granted under this Agreement. Upon the written request of Holder made within thirty (30) days after the receipt of any such notice (which request shall specify the Registrable Securities intended to be disposed of by Holder and the intended method of disposition thereof), the Company shall, at its sole cost and expense, use its best efforts to effect the registration of all Registrable Securities which the Company has been so requested to register by Holder, to the extent requisite to permit the disposition (in accordance with the intended methods of disposition) of the Registrable Securities by Holder, by inclusion of such Registrable Securities in the Registration Statement which covers the securities which the Company proposes to register; provided, that if the Company is unable to register the full amount of Registrable Securities in an “at the market offering” under SEC rules and regulations due to the high percentage of the Company’s Common Stock the Registrable Securities represents (giving effect to all other securities being registered in the Registration Statement), then the Company may reduce, on a pro rata basis, the amount of Registrable Securities subject to the Registration Statement to a lesser amount which equals the maximum number of Registrable Securities that the Company is permitted to register in an “at the market offering”; and provided, further, that if, at any time after giving written notice of its intention to register any Registrable Securities and prior to the effective date of the Registration Statement filed in connection with such registration, the Company shall determine for any reason either not to register or to delay registration of such Registrable Securities, the Company may, at its election, give written notice of such determination to Holder and, thereupon, (i) in the case of a determination not to register, the Company shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the expenses of registration in connection therewith), and (ii) in the case of a determination to delay registering such Registrable Securities, shall be permitted to delay registering any Registrable Securities, for the same period as the delay in registering such other securities. If Holder shall have transferred all or part of its Registrable Securities, then for purposes of this Section, the term “Holder” shall reference Holder and/or such transferee(s).

c. **Right of First Refusal.** Before any conversions of the Note held by Holder or any transferee of Holder may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the conversion amount on the terms and conditions set forth in the conversion notice and this Section 3(c) (the “Right of First Refusal”).

4. **Reservation of Conversion Shares.** The Company shall at all times, so long as any principal amount of the Note is outstanding, reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Note, the number of shares of Common Stock as shall at all times be sufficient to effect the conversion of all of the principal amount, plus Interest and Default Interest, if any, of the Note then outstanding ("Share Reserve"), unless the Holder stipulates otherwise in the "Irrevocable Letter of Instructions to the Transfer Agent." So long as this Note is outstanding, upon written request of
the Holder or via telephonic communication, the Company's Transfer Agent shall furnish to the Holder the then-current number of Common Stock issued and outstanding, the then-current number of Common Stock authorized, the then-current number of restricted shares, and the then-current number of shares reserved for third parties. The provisions of this Section 4 shall constitute irrevocable instructions to the Company's Transfer Agent to provide Holder with the information provided in this Section.

5. Voting Rights. The Holder of this Note shall have no voting rights as a note holder, except as required by law, however, upon the conversion of any portion of this Note into Common Stock, Holder shall have the same voting rights as all other Common Stock holders with respect to such shares of Common Stock then owned by Holder.

6. Reissuance of Note. In the event of a conversion pursuant to this Note of less than all of the Conversion Amount represented by this Note, the Company shall promptly cause to be issued and delivered to the Holder, upon tender by the Holder of the Note converted or redeemed, a new note of like tenor representing the remaining principal amount of this Note which has not been so converted or redeemed and which is in substantially the same form as this Note, as set forth above.

7. Default and Remedies.

   a. Event of Default. For purposes of this Note, an "Event of Default" shall occur upon:

      i. the Company's default in the payment of the outstanding principal, Interest or Default Interest of this Note when due, whether at the Maturity Date, acceleration or otherwise;
      
      ii. the occurrence of a Default of Conversion as set forth in Section 2(e)(v);
      
      iii. the failure by the Company for ten (10) days after notice to it to comply with any material provision of this Note not included in this Section 10(a);
      
      iv. the Company's breach of any covenants, warranties, or representations made by the Company herein;
      
      v. any of the information in the disclosures is false or misleading in any material respect;
      
      vi. the default by the Company in any Other Agreement entered into by and between the Company and Holder, for purposes hereof "Other Agreements" shall mean, collectively, all agreements and instruments between, among or by the Company, and, or for the benefit of, the Holder, and the Convertible Note between the Holder and the Company, dated the even date hereof;
      
      vii. the cessation of operations of the Company or a material subsidiary;
      
      viii. the Company pursuant to or within the meaning of any Bankruptcy Law; (a) commences a voluntary case; (b) consents to the entry of an order for relief against it in an involuntary case; (c) consents to the appointment of a Custodian of it or for all or substantially all of its property; (d) makes a general assignment for the benefit of its creditors; or (e) admits in writing that it is generally unable to pay its debts as the same become due;
ix. A court of competent jurisdiction entering an order or decree under any Bankruptcy Law that: (a) is for relief against the Company in an involuntary case; (b) appoints a Custodian of the Company or for all or substantially all of its property; or (c) orders the liquidation of the Company or any subsidiary, and the order or decree remains unstayed and in effect for thirty (30) days;

x. The Company files a Form 15 with the SEC;

xi. The Company's failure to timely file all reports required to be filed by it with the Securities and Exchange Commission;

xii. The Company's failure to timely file all reports required to be filed by it with OTC Markets to remain a "Current Information" designated company;

xiii. The Company sells securities after the Issuance Date that do not have a fixed conversion price;

xiv. The Company's Common Stock is reported as "No Inside" by OTC Markets at any time while any principal, Interest or Default Interest under the Note remains outstanding;

xv. The Company's failure to maintain the required Share Reserve pursuant to the terms of the Irrevocable Letter of Instructions to the Transfer Agent;

xvi. The Company directs its transfer agent not to transfer, or delays, impairs, or hinders its transfer agent in transferring or issuing (electronically or in certificated form) any certificate for Conversion Shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw and stop transfer instructions) on any certificate for any Conversion Shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor its obligations pursuant to a Conversion Notice submitted by the Holder) and any such failure shall continue uncured for three (3) Business Days after the Conversion Notice has been delivered to the Company by Holder;

xvii. The Company's failure to remain current in its billing obligations with its transfer agent and such delinquency causes the transfer agent to refuse to issue Conversion Shares to Holder pursuant to a Conversion Notice;

xviii. The Company effectuates a reverse split of its Common Stock and fails to provide twenty (20) days prior written notice to Holder of its intention to do so; or

xix. OTC Markets changes the Company's designation to 'No Information' (Stop Sign), 'Caveat Emptor' (Skull and Crossbones), or 'OTC', 'Other OTC' or 'Grey Market' (Exclamation Mark Sign).

xx. "Change of Control Transaction" means the occurrence after the date hereof of any of and giving effect to the transactions giving rise to the issuance of this Note (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-3(b)(1) promulgated under the Securities Exchange Act of 1934) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 40% of the voting securities of the
Company, (b) the Company merges into or consolidates with any other Person, as that term is defined in the Securities Act of 1933, as amended, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own less than 60% of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than 60% of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a three year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Issuance Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to which the Company is a party or by which it is bound.

xxi. Altering the conversion terms of any notes that are currently outstanding.

The Term "Bankruptcy Law" means Title 11, U.S. Code, or any similar Federal or State Law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

b. Remedies. If an Event of Default occurs, the Holder may in its sole discretion determine to request immediate repayment of all or any portion of the Note that remains outstanding; at such time the Company will be required to pay the Company the Default Amount (defined herein) in cash. For purposes hereof, the "Default Amount" shall mean: the product of (A) the then outstanding principal amount of the Note, plus accrued Interest and Default Interest, divided by (B) the Conversion Price as determined on the Issuance Date, multiplied by (C) the highest price at which the Common Stock traded at any time between the Issuance Date and the date of the Event of Default. If the Company fails to pay the Default Amount within five (5) Business Days of written notice that such amount is due and payable, then Holder shall have the right at any time, so long as the Company remains in default (and so long and to the extent there are a sufficient number of authorized but unissued shares), to require the Company, upon written notice, to immediately issue, in lieu of the Default Amount, the number of shares of Common Stock of the Company equal to the Default Amount divided by the Conversion Price then in effect.

8. Vote to Change the Terms of this Note. This Note and any provision hereof may only be amended by an instrument in writing signed by the Company and the Holder.

9. Lost or Stolen Note. Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of an indemnification undertaking by the Holder to the Company in a form reasonably acceptable to the Company and, in the case of mutilation, upon surrender and cancellation of the Note, the Company shall execute and deliver a new Note of like tenor and date and in substantially the same form as this Note; provided, however, the Company shall not
be obligated to re-issue a Note if the Holder contemporaneously requests the Company to convert such remaining principal amount, plus accrued Interest and Default Interest, if any, into Common Stock.

10. Payment of Collection, Enforcement and Other Costs. If: (i) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; or (ii) an attorney is retained to represent the Holder of this Note in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Note, then the Company shall pay to the Holder all reasonable attorneys' fees, costs and expenses incurred in connection therewith, in addition to all other amounts due hereunder.

11. Cancellation. After all principal, accrued Interest and Default Interest, if any, at any time owed on this Note has been paid in full or otherwise converted in full, this Note shall automatically be deemed canceled, shall be surrendered to the Company for cancellation and shall not be reissued.

12. Waiver of Notice. To the extent permitted by law, the Company hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

13. Governing Law. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the laws of the State of Florida, without giving effect to provisions thereof regarding conflict of laws. Each party hereby irrevocably submits to the nonexclusive jurisdiction of the state and federal courts sitting in Miami, Florida for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by sending, through certified mail or overnight courier, a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

14. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit the Holder's right to
pursue actual damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof).

15. Specific Shall Not Limit General; Construction. No specific provision contained in this Note shall limit or modify any more general provision contained herein. This Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof.

16. Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude further exercise thereof or of any other right, power or privilege.

17. Partial Payment. In the event of partial payment by the Holder, the principal sum due to the Holder shall be prorated based on the consideration actually paid by the Holder such that the Company is only required to repay the amount funded and the Company is not required to repay any unfunded portion of this Note, with the exception of anything specifically contemplated herein.

18. Entire Agreement. Except with respect to the Other Agreements, this Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects herein. None of the terms of this Note can be waived or modified, except by an amended Note acknowledged by and signed by all parties hereto.

19. Additional Representations and Warranties. The Company expressly acknowledges that the Holder, including but not limited to its officer, directors, employees, agents, and affiliates, have not made any representation or warranty to it outside the terms of this Note and the Other Agreements. The Company further acknowledges that there have been no representations or warranties about future financing or subsequent transactions between the parties.

20. Notices. All notices and other communications given or made to the Company pursuant hereto shall be in writing (including facsimile or similar electronic transmissions) and shall be deemed effectively given: (i) upon personal delivery, (ii) when sent by electronic mail or facsimile, as deemed received by the close of business on the date sent, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery. All communications shall be sent either by email, or fax, or to the email address or facsimile number set forth on the signature page hereeto. The physical address, email address, and phone number provided on the signature page hereto shall be considered valid pursuant to the above stipulations; should the Company's contact information change from that listed on the signature page, it is incumbent on the Company to inform the Holder.
21. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the rest of the Agreement shall be enforceable in accordance with its terms.

22. **Usury.** If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it will not seek to claim or take advantage of any law that would prohibit or forgive the Company from paying all or a portion of the principal, Interest or Default Interest on this Note.

23. **Successors and Assigns.** This Agreement shall be binding upon all successors and assigns hereto

This Note has been duly authorized and validly executed by the authorized officer of the Company, on the Issuance Date
Conversion Notice

Reference is made to the 8% Convertible Note issued by No Borders, Inc. (the "Note"), dated March __, 2018 in the principal amount of $35,000.00 with 8% interest. The features of conversion stipulate a Conversion Price equal to $.003 as adjusted pursuant to the terms therein.

In accordance with and pursuant to the Note, the undersigned hereby elects to convert the balance of the Note indicated below into shares of Common Stock, par value $.001 (the "Common Stock"), of the Company, by tendering the Note specified as of the date specified below.

Date of Conversion: ____

Please confirm the following information:

- Conversion Amount: ___________
- Conversion Price: $ ___________ (% discount from $_______________)
- Number of Common Stock to be issued: _________________________
- Current Issued/Outstanding: _____________________

If the Issuer is DWAC eligible, please issue the Common Stock into which the Note is being converted in the name of the Holder of the Note and transfer the shares electronically to:

[BROKER INFORMATION]

Holder Authorization:

Do not send certificates to this address, Jessica Miller, Director

[DATE]

[CONTINUED ON NEXT PAGE]
PLEASE BE ADVISED, pursuant to Section 2(e)(ii) of the Note, "Upon receipt by the Company of a copy of the Conversion Notice, the Company shall as soon as practicable, but in no event later than one (1) Business Days after receipt of such Conversion Notice, SEND, VIA EMAIL, FACSIMILE OR OVERNIGHT COURIER, A CONFIRMATION OF RECEIPT OF SUCH CONVERSION NOTICE TO SUCH HOLDER INDICATING THAT THE COMPANY WILL PROCESS SUCH CONVERSION NOTICE in accordance with the terms herein. Within three (3) Business Days after the date of the Conversion Confirmation, the Company shall have issued and electronically transferred the shares to the Broker indicated in the Conversion Notice; should the Company be unable to transfer the shares electronically, they shall, within three (3) Business Days after the date of the Conversion Confirmation, have surrendered to FedEx for delivery the next day to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder, for the number of shares of Common Stock to which the Holder shall be entitled.

Signature:

_____________________
CEO
No Borders, Inc.
SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this “Agreement”) dated as of March 6, 2018 is made by and between MJ Holdings, Inc., a Corporation (“Seller”), and Lannister Holdings, Inc. (“Purchaser Representative”).

WITNESSETH:

WHEREAS, the Seller owns 10,000,000 Series A Preferred Stock, convertible into Ten Billion (10,000,000,000) shares of Common Stock, $0.001 par value, of No Borders, Inc. (NBDR), a Nevada Corporation (“Company”), of which all 10,000,000 shares are to be transferred by the Transfer Agent into the name of the Purchaser Representative (the “Shares”);

WHEREAS, the Seller desires to sell, assign and transfer to the Purchaser Representative 10,000,000 shares of Series A Preferred Stock and the Seller’s right, title and interest in and to all of the Shares to the Purchaser Representative, and the Purchaser Representative desires to purchase and accept such transfer, all on the terms set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION Purchase of Shares; Closing.

Sale and Purchase.

(a) Subject to the terms and conditions hereof and effective as of the Closing date (“Closing Date”), the Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to the Purchaser Representative, and the Purchaser Representative accepts, all of Seller’s rights, title and interest in and to, and the benefits of, all the Shares, for an aggregate purchase price equal to a $25,000.00 (the “Purchase Price”). The Purchase Price will be paid to the Seller upon the estimated closing day of March 5, 2018.

(b) Promptly following execution hereof or as soon thereafter as is reasonably possible, the parties shall conduct a closing (the “Closing”), at which the following shall occur:

(i) The Seller shall cause all the Shares to be issued in the name of the Purchaser Representative.

(ii) Purchaser Representative shall pay the Purchase Price to the Seller by wire transfer to the account designated by the Seller. The Seller shall promptly notify the Purchaser Representative and Purchaser Representative’s Counsel upon its receipt of the Purchase Price (which
notice may be by email). Once the wire is received the Seller shall, transfer, assign, and/or deliver shares to the Purchaser Representative.

(c) Effective as of the Closing Date, the Seller hereby assigns to the Purchaser Representative all of its rights under any documents executed by the Company in connection with the Shares.

1.2 Additional Covenant. Each of the Purchaser Representative and the Seller agree to take promptly such steps, and execute and deliver such instruments, corporate resolutions and other documents as may be reasonably requested by the Company or the transfer agent of the Company to cause the Company or the Company transfer agent to deliver the Shares in the name of the Purchaser Representative. Without limited the foregoing, the Seller shall furnish to the Company, at its own expense, any and all information and documentation reasonably requested by the Company or the transfer agent in order to effectuate the transfer contemplated hereby, including without limitation (i) stock powers duly executed by the Seller, with medallion guarantee (if required), and (ii) an opinion of legal counsel that the Shares may be transferred to the Purchaser Representative pursuant to a transaction not subject to the Securities Act of 1933, as amended (“Securities Act”). The Purchaser Representative shall furnish to such counsel any certificates reasonably requested in connection with such opinion.

SECTION 2. Representations and Warranties of Purchaser Representative. The Purchaser Representative represents and warrants to the Seller, as of the date hereof and as of the Closing, as follows:

2.1 Organization; Authority. The Purchaser Representative is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated hereby and otherwise to carry out its obligations hereunder, and the execution, delivery and performance by the Purchaser Representative of the transactions contemplated hereby have been duly authorized by all necessary corporate or similar action on the part of the Purchaser Representative. This Agreement, when executed and delivered by the Purchaser Representative, will constitute a valid and legally binding obligation of the Purchaser Representative, enforceable against the Purchaser Representative in accordance with its terms.

2.2 Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required for the valid authorization, execution, delivery and performance by the Purchaser Representative of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 3. Representations and Warranties of the Seller. The Seller represents and warrants to the Purchaser Representative, as of the date hereof and as of the Closing, as follows:

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3.1 **Authorization of Agreement.** The Seller is an individual over 18 years of age with legal capacity to enter into this Agreement. The execution, delivery and performance by the Seller of the transactions contemplated hereby have been duly authorized by all necessary corporate or similar action on the part of such Seller. This Agreement, when executed and delivered by the Seller, will constitute a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

3.2 **Title to the Securities.** The Seller is the legal, record and beneficial owner of the Shares with good and marketable title thereto, and the Seller has the absolute right to sell, assign, convey, transfer and deliver the Shares and any and all rights and benefits incident to the ownership thereof, all of which rights and benefits are transferable by the Seller to the Purchaser Representative pursuant to this Agreement, free and clear of all the following (collectively called “Claims”) of any nature whatsoever: security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances, lock-up arrangements, options, rights of first offer or refusal, community property rights, mortgages, indentures, security agreements or other agreements, arrangements, contracts, commitments, understandings or obligations, whether written or oral and whether or not relating in any way to credit or the borrowing of money. The purchase and sale of the Shares as contemplated herein will (i) pass good and marketable title to the Shares to the Purchaser Representative, free and clear of all Claims, and (ii) convey, free and clear of all Claims, any and all rights and benefits incident to the ownership of such Shares. There are no outstanding options, warrants, calls, commitments, restrictions or agreements (whether oral or written) to which the Seller is a party or may be bound, which relate to the Shares and which will, at or after the Closing, restrict the disposition thereof.

3.3 **Acquisition.** The Shares were originally acquired from the Company, and fully paid for, by the Seller more than six months ago, for its own account and not with a view to, or for sale in connection with, any distribution, resale or public offering of such Shares or any part thereof in violation of the Securities Act.

3.4 **No Conflicts; Advice.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Seller is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Seller is a party. The Seller has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its sale of the Shares.

3.5 **No Litigation.** There is no action, suit, proceeding, judgment, claim or investigation pending, or to the knowledge of the Seller, threatened against the Seller which could reasonably be expected in any manner to challenge or seek to prevent, enjoin, alter or materially delay any of the transactions contemplated hereby.
3.6 **Consents.** No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person (as defined in the Securities Act) is required for the valid authorization, execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby.

3.7 **Bankruptcy.** The Seller is not under the jurisdiction of a court in a Title 11 or similar case (within the meaning of Bankruptcy Code Section 368(a)(3)(A) (or related provisions)) or involved in any insolvency proceeding or reorganization.

3.8 **Employees and Affiliates.** The Seller is not, as of the date of this representation, and has not been for the last one hundred and twenty (120) days, an employee, officer, director or direct or indirect beneficial owner of more than ten percent (10%) of any class of equity security of the Company, or of any entity, directly or indirectly, controlling, controlled by or under common control with the Company, or otherwise been an “affiliate” as that term is used in Rule 144. For purposes of this paragraph, the “Seller” includes any Person that would be included with the Seller for purposes of Rule 144(a)(2). For purposes of Rule 144, the Shares have been held by the Seller for more six months, and the Seller may sell, and is selling, the Shares to the Purchaser Representative without any requirement to have such sale registered under the Securities Act.

3.9 **Sophisticated Seller.** Seller is a sophisticated seller with respect to the Shares, has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Shares, and has independently and without reliance upon Purchaser Representative made his own analysis and decision to enter into this Agreement and sell the Shares. Seller has been given the opportunity to obtain such information necessary to make an informed decision regarding the sale of the Shares and for him to evaluate the merits and risks of the sale of the Shares. Seller is not relying on any representation, warranty, covenant or statement made by Purchaser Representative in connection with the sale of the Shares except as contained herein. Seller is not in possession of any material non-public information concerning the Company.

3.10 **Acts or Conduct.** Seller has not engaged in any act or conduct or omitted to take any action with respect to the Shares that could adversely affect the Shares. Seller has not engaged in any act or conduct with respect to the offer and/or sale of the Shares which was or would be in violation of any federal or state securities laws.

3.11 **Shares.** The Shares have been and are duly authorized, validly issued, fully paid, non-assessable and freely tradable.

3.12 **Company.** The Company declares that it is not, and has not in prior 12 months been a Shell Company, as defined in Rule 144.

3.13 **Unconditional and Absolute Transfer.** The assignment and transfer of the Shares shall be unconditional and absolute, and the Seller shall not have (and does not reserve) any right, title or interest of any kind whatsoever in or to any part of the Shares. Seller hereby
forever waives and releases any and all rights, if any, that it might have or had in connection to the Shares.

SECTION 4. **Survival of Representations and Warranties.** All representations and warranties of the Purchaser Representative and the Seller shall survive the Closing. Each of the Purchaser Representative and the Seller may rely upon this Agreement for the purpose of assuring its compliance with applicable law.

SECTION 5. **Indemnification.** Each party hereto shall indemnify, defend and hold harmless, the other party (and its respective affiliates, directors, officers, employees, successors and assigns) from and against any and all losses, claims, damages, liabilities and expenses based upon, arising out of or otherwise in respect of, any inaccuracy in, or any breach of, the representations or warranties of such party and the covenants or agreements made by such party in this Agreement.

SECTION 6. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by facsimile or email (upon confirmation of receipt), or 72 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party’s address as set forth above.

SECTION 7. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

SECTION 8. **Expenses.** Each party hereto shall pay the fees and expenses of any broker engaged by such party and of such party’s advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement, and shall hold the other party hereto harmless against, any liability, loss or expense (including, without limitation, reasonable attorneys’ fees and out-of-pocket expenses) arising in connection with any claim for such fees and expenses; provided, however, that the Seller shall pay any transfer, stamp or similar taxes, if any, that are payable in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The parties hereto have not retained a finder or broker in connection with the transactions contemplated by this Agreement.

SECTION 9. **Counterparts.** This Agreement may be executed via facsimile in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Agreement.
SECTION 11. Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by each party or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought.

SECTION 12. Further Assurances. Each of the Purchaser Representative and the Seller hereby agrees and provides further assurances that it will, in the future, execute and deliver any and all further agreements, certificates, instruments and documents and do and perform or cause to be done and performed, all acts and things as may be necessary or appropriate to carry out the intent and accomplish the purposes of this Agreement.

SECTION 13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without regard to the conflicts of laws principles thereof. The parties hereto hereby irrevocably agree that any suit or proceeding arising directly and/or indirectly pursuant to or under this Agreement shall be brought solely in a federal or state court located in the City and County of Miami, Dade, State of Florida. By its execution hereof, the parties hereby covenant and irrevocably submit to the personal jurisdiction of the federal and state courts located in the City and County of Miami, Dade, State of Florida and agree that any process in any such action may be served upon any of them personally, or by certified mail or registered mail upon them or their agent, return receipt requested, with the same full force and effect as if personally served upon them in Fulton County. The parties hereto waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of in personal jurisdiction with respect thereto. To the fullest extent permitted by law, each of the parties hereto knowingly, voluntarily and intentionally waives its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any other document or any dealings between them relating to the subject matter of this Agreement and other documents. In addition to any and all other remedies that may be available at law, in the event of any breach of this Agreement, each of parties hereto shall be entitled to specific performance of the agreements and obligations hereunder and to such other injunctive or other equitable relief as may be granted by a court of competent jurisdiction.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above-written.

MJ Holdings Group, Inc.

/s/ Jessica Miller
Jessica Miller - President (Seller)

Lannister Holdings, Inc.

/s/ Cynthia Tanabe
(Purchaser Representative)
Cynthia Tanabe
Chief Operating Officer / Secretary
EXHIBIT 17.01

RESIGNATION

Board of Directors
No Borders, Inc.
6613 Corte Real
Carlsbad, CA 92009

Dear Sirs:

Effective immediately, I hereby resign as the Sole Officer and Director of No Borders, Inc., a Nevada Corporation (the “Corporation”).

My Resignation is not due to any disagreement with the Corporation on any matter relating to the Corporation’s operations, policies, practices, or otherwise.

I confirm that I have no claim against the Corporation whether in respect of remuneration, severance payments, pensions, expenses or compensation for loss of office or in any other respect whatsoever.

Dated: March 7, 2018

/s/ Jason Fierro

Jason Fierro