NO BORDERS, INC.

FORM 8-K
(Current report filing)

Filed 03/28/18 for the Period Ending 03/12/18

Address 18716 EAST OLD BEAU TRAIL
QUARTZ CREEK, AZ, 85142
Telephone 760-582-5115
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Fiscal Year 12/31
Form 8-K
Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 12, 2018

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)

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 12, 2018, No Borders, Inc., a Nevada Corporation (the “Company”) after review and recommendation from the Board, entered into an Agreement for Conversion of Indebtedness into Restricted Common Stock with Lannister Holdings, Inc., pursuant to which it was agreed that $53,107 of outstanding convertible indebtedness (the “Indebtedness”) would be converted to 38,738,000 shares of the Company’s restricted common stock at a price per share of $0.0015 (the “Agreement for Conversion”).

On March 14, 2018, the Company signed the share exchange agreement (“Agreement”) with Lannister Holdings, Inc., a company incorporated under the laws of the State of Arizona (the “Lannister”) and all of the shareholders of Lannister (the “Selling Shareholders”) pursuant to the Agreement by and amongst the Company, Lannister and the Selling Shareholders. The Company, will acquire 100% of the issued and outstanding securities of Lannister Holdings, Inc., in exchange for the issuance of 20,000,000 shares of the Company’s Restricted Common Stock, par value $0.001 per share.

As a result of the Agreement the Selling Shareholders will acquire up to approximately 8% of the voting rights of Company’s currently issued and outstanding shares of common stock. Upon completion of the Agreement, Lannister Holdings, Inc., will become the wholly-owned subsidiary of the Company and the Company will have acquired the business and operations of Lannister Holdings, Inc.

The Agreement includes customary representations, warranties and covenants of the Company, Lannister Holdings, Inc., and the Selling Shareholders, made to each other as of specific dates.

On March 28, 2018, the Company entered into an amended agreement of conversion (“Conversion Agreement”), with Black Ice Advisors, LLC (the “Holder”) of a note in the principal amount of $62,380 (the “Note”) with an original issuance date of March 24, 2015; whereby, the Holder of the Note agreed to convert the entire note and interest, based on a fifty percent discount to a share price of $0.03 per share, instead of using the Note’s original conversion price of a fifty percent discount to the lowest traded price of the Common Stock over a ten trading day look back period, which would have given the Holder a conversion price of $0.005 per share. Based upon the Conversion Agreement the Company issued 4,982,466 shares to the Holder for the complete extinguishment of that Note.

The foregoing summaries of the Agreement for Conversion and the Agreement are not complete and are qualified in their entirety by reference to the full text of the documents, which are filed as Exhibit 10.01 and 10.02 to this Current Report on Form 8-K and which is incorporated into and made a part of this Item 1.01 by reference.

Item 2.01 – Completion of Acquisition or Disposition of Assets

Item 1.01 of this Current Report on Form 8-K is incorporated into and made a part of this Item 2.01 by reference.

Item 3.02 – Unregistered Sales Of Equity Securities

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

These securities were not registered under the Securities Act of 1933, as amended (the “Securities Act”), but qualified for exemption under Section 4(a)(2) of the Securities Act. The securities were exempt from registration under Section 4(a)(2) of the Securities Act because the issuance of such securities by the Company did not involve a “public offering,” as defined in Section 4(a)(2) of the Securities Act, due to the insubstantial number of persons involved in the transaction, size of the offering, manner of the offering and number of securities offered. The Company did not undertake an offering in which it sold a high number of securities to a high number of investors. In addition, this investor had the necessary investment intent as required by Section 4(a)(2) of the Securities Act since they agreed to, and will receive, share certificates bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a “public offering.”
(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>
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<tbody>
<tr>
<td>10.01</td>
<td>Form of Agreement to Convert Indebtedness by and between the Company and Lannister</td>
</tr>
<tr>
<td>10.02</td>
<td>Form of Share Exchange Agreement, by and among the Company and the Shareholders named</td>
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<td></td>
<td>therein, dated as of March 14, 2018.</td>
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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.

By: /s/ Joseph Snyder
Joseph Snyder
Chief Executive Officer

Date: March 28, 2018
AGREEMENT FOR CONVERSION OF INDEBTEDNESS TO RESTRICTED SHARES OF COMMON STOCK OF NO BORDERS, INC. A NEVADA CORPORATION

THIS AGREEMENT OF CONVERSION OF INDEBTEDNESS TO RESTRICTED SHARES OF COMMON STOCK (“Agreement”) is made and entered into the 12th day of March 2018, by and between No Borders, Inc. (the “Company”), Lannister Holdings, Inc. (the “Holder”).

RECITALS

A. Pursuant to the provisions of those certain promissory notes dated April 26, 2016, and March 24, 2015 the Company is indebted to the Holder in the principal amount of $38,107, and $20,000 (a portion of the original amount of $82,380) as of March 12, 2018, (the “Indebtedness”).

B. The Company and the Holder, desire that the Holder convert $58,107 of the Indebtedness into 38,738,000 shares at a conversion price of $0.0015, of the Company’s Restricted Shares of Common Stock, on the terms and subject to the conditions specified in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND UNDERTAKINGS SPECIFIED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, WHICH THE INTENT TO BE OBLIGATED LEGALLY AND EQUITABLY, THE PARTIES TO THIS AGREEMENT HEREBY REPRESENT, WARRANT AND AGREE AS FOLLOWS:

1. Recitals. The above recitals are true and correct and, by this reference, are made a part of this Agreement proper, as though specified completely and specifically at length in this Agreement proper.

2. Conversion of Indebtedness. That $58,107 of the Indebtedness shall be, and hereby is, converted to 38,738,000 shares of the Company’s Restricted Shares of Common Stock (the “Restricted Shares of Common Stock”).

3. Ownership of the Indebtedness. The Holder is the owner of the Indebtedness and have not sold, assigned, transferred, conveyed, or otherwise disposed of the Indebtedness, or any portion thereof.

4. Due Diligence By the Holder. The Holder has relied solely upon such independent investigations and due diligence made by the Holder in making its decision to convert the Indebtedness to the Restricted Shares of Common Stock as the Holder has determined to be necessary or appropriate.
5. No Determination By Agency. No agency or regulatory authority has approved or made any finding or determination regarding the fairness of the conversion of the Indebtedness to the Restricted Shares of Common Stock.

6. Nature of Investment in the Restricted Shares of Common Stock. The Holder understands that the conversion of the Indebtedness to the Restricted Shares of Common Stock is a speculative investment and involves certain risks.

7. Forward Looking Information Regarding the Company. The Holder understands that the information provided to the Holder by the Company regarding the conversion of the Indebtedness to the Restricted Shares of Common Stock specifies certain forward looking and anticipatory information that involves risks and uncertainties including information regarding the Company’s business and expectations. The Holder understands that such information, generally, is not based on historical facts and, therefore, the Company’s actual results may differ materially from those specified or contemplated by that information. The Holder understands that the results of the Company’s operations, including, but not limited to, revenue and profits, may differ materially from those specified in or contemplated by that information. The Holder understands that in evaluating that information, the Holder has considered various factors which may cause results to differ materially from any information provided to the Holder by the Company in connection with the conversion of the Indebtedness to the Restricted Shares of Common Stock. The Holder understands that the forward looking, anticipatory information provided to the Holder by the Company in connection with the conversion of the Indebtedness to the Restricted Shares of Common Stock is made in good faith and based upon the current judgment of the Company regarding its proposed business. The Holder understands that actual results from the operations of the Company will almost always vary, sometimes materially, from any future performance suggested or contemplated by that information.

8. Knowledge and Experience of the Holder. The Holder has the requisite knowledge and experience to evaluate the relative business and tax aspects and risks, or the Holder has relied upon the advice of experience advisors with regard to the relative business and tax aspects and risks, and other considerations involved in the conversion of the Indebtedness to the Restricted Shares of Common Stock.

9. Pre-existing Relationship Among the Holder and the Company. The Holder has a pre-existing relationship with the Company, and that pre-existing relationship was developed and formed prior to, and independent and not as a result of, the Holder’s decision to convert the Indebtedness to the Restricted Shares of Common Stock. As a result of that pre-existing relationship with the Company and because of the Holder’s business or financial experience, it is reasonable for the Company to assume that the Holder has the capacity to protect the Holder’s interests in connection with the conversion of the Indebtedness to the Restricted Shares of Common Stock.

10. No Registration of the Restricted Shares of Common Stock. The Holder understands that the conversion of the Indebtedness to the Restricted Shares of Common Stock has not been registered with the Securities and Exchange Commission (the “Commission”) pursuant to the Securities Act of 1933, as amended (the “Act”), because of that certain exemption from the
registration and prospectus delivery requirements of the Act specified by the provisions of Section 3(a)(9) of the Act. The Holder understands that the Holder has no right to require that the Restricted Shares of Common Stock be registered or qualified with any securities commission, regulator, administrator, or similar authority of any jurisdiction. The Holder is aware that the Company has no obligation to assist the Holder in obtaining any exemption from any registration or qualification requirements imposed by applicable law or registering or qualifying the Restricted Shares of Common Stock in any jurisdiction. The Holder is aware that the Holder shall be responsible for compliance with all conditions on transfer imposed by the Commission or any securities administrator or similar authority of any state of province.

11. Responsibility Re: Tax Consequences. The Holder understands that any tax consequences resulting from its conversion of the Indebtedness to the Restricted Shares of Common Stock will depend upon the Holder’s particular circumstances, and the Company will not be responsible or liable for any tax consequences resulting from the conversion of the Indebtedness to the Restricted Shares of Common Stock.

12. No Commission or Other Remuneration. No commission or other remuneration has been paid or has agreed to be paid or given, directly, or indirectly, for soliciting the exchange and conversion of the Indebtedness for the Restricted Shares of Common Stock.

13. Release of the Indebtedness. In consideration of the issuance by the Company to the Holder of the Restricted Shares of Common Stock, the Holder hereby irrevocably, unconditionally, and forever releases, acquits, and discharges the Company from any and all liability, debts, demands and rights relating to, and any cause of action that could have been asserted in connection with, the Indebtedness.

14. Capacity to Execute Agreement. Each party to this Agreement represents, warrants, and covenants that such party has the complete right and authority to enter into, execute, and deliver this Agreement, and the person executing this Agreement on behalf of such party has the complete right and authority to commit and obligate such party fully and completely as specified in this Agreement.

15. Lack of Duress. Each party to this Agreement represents, warrants, and covenants that such party executes and delivers this Agreement of such party’s free will and with no threat, menace, coercion or duress, whether economic or physical. Moreover, each party to this Agreement represents, warrants, and covenants that such party executes this Agreement acting on such party’s judgment and advice of such party’s counsel, without any representation, express or implied, of any kind from the other party to this Agreement, except as specified expressly in this Agreement.

16. Survival of Covenants, Representations and Warranties. All covenants, representations, and warranties made by the parties to this Agreement shall be deemed made for the purpose of inducing each such party to enter into and execute and deliver this Agreement. The representations, warranties, and covenants specified in this Agreement shall survive any investigation by either such party, whether before or after the execution of this Agreement. The
covenants, representations, and warranties of the parties to this Agreement are made only to and for the benefit of those parties and shall not create or vest rights in another person.

17. Entire Agreement. This Agreement is the final written expression and complete and exclusive specification of all the agreements, conditions, promises, representations, warranties, and covenants among the parties to this Agreement with respect to the subject matter of this Agreement, and this Agreement supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, covenants, understandings and discussion by and among those parties, their respective counsel, and any other person with respect to the subject matter specified in this Agreement. This Agreement may be amended only by an instrument in writing which specifically refers to this Agreement and indicates that such instrument is intended to amend this Agreement and signed by each of the parties to this Agreement.

18. Captions and Interpretations. Captions of the sections of this Agreement are for convenience and reference only, and the words specified therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement. The language in this Agreement, in all events, shall be construed in accordance with the fair meaning of that language, as if prepared by both parties to this Agreement and not strictly for or against either such party. Each party to this Agreement has reviewed and read this Agreement carefully. The rule of construction which requires a court to resolve any ambiguities against the drafting party shall not apply in interpreting the provisions of this Agreement.

19. Number and Gender. Whenever the singular number is used in this Agreement and, when required by the context, the same shall include the plural, and vice versa; the masculine gender shall include the feminine and the neuter genders, and vice versa, and the word "person" shall include individual, company, sole proprietorship, corporation, joint venture, association, joint stock company, fraternal order, cooperative, league, club, society, organization, trust, estate, governmental agency, political subdivision or authority, firm, municipality, congregation, partnership, or other form of entity, whether active or passive.

20. Severability. In the event any portion of this Agreement, for any reason, is determined to be invalid, such determination shall not affect the validity of any remaining portion of this Agreement, which remaining portion shall remain in complete force and effect, as if this Agreement had been executed with that invalid portion of this Agreement eliminated. It is hereby declared the intention of the parties to this Agreement that those parties would have executed the remaining portion of this Agreement without including any portion which, for any reason, hereafter may be determined to be invalid.

21. Execution in Counterparts. This Agreement may be prepared in multiple copies and forwarded (by facsimile or electronic transmission) to each of the parties to this Agreement (or their counsel) for signature. The signatures of those parties may be affixed to one copy or to separate copies of this Agreement and when all such copies are received (by facsimile or electronic transmission) and signed by both such parties, those copies shall constitute one agreement which is not otherwise separable or divisible.
22. Expenses. Each party to this Agreement shall pay such party's costs and expenses incurred by such party in connection with the preparation, execution and delivery of this Agreement and the action contemplated by the provisions of this Agreement.

23. Further Assurances. Each party, at any time and from time to time, at any other party's request, shall execute, acknowledge, and deliver any and all instruments and take any and all action that may be necessary or proper to carry out, perform, and effectuate the intents and purposes of the provisions of this Agreement. In the event of refusal or failure to do so by any party, any other such party shall have the power and authority, as attorney-in-fact for the party so refusing or failing, to execute, acknowledge, and deliver such instrument and take any and all such action.

24. Consent to Agreement. By executing this Agreement, each party represents that such party has read or caused to be read this Agreement in all particulars and consents to the rights, conditions, obligations, duties, and responsibilities imposed upon such party by the provisions of this Agreement. Each party represents, warrants, and covenants that such party executes and delivers this Agreement of such party’s free will and with no threat, undue influence, menace, coercion or duress, whether economic or physical. Moreover, each party represents, warrants, and covenants that such party executes this Agreement acting on such party's independent judgment.

25. Choice of Law and Consent to Jurisdiction. This Agreement shall be deemed to have been entered into in the State of Nevada. All questions concerning the validity, interpretation, or performance of any of the terms, conditions, and provisions of this Agreement or of any of the rights or obligations of the parties shall be governed by, and resolved in accordance with, the laws of the State of Nevada, without regard to conflicts of law principles.

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement in duplicate and in multiple counterparts, each of which shall have the force and effect of an original, on the date specified in the preamble of this Agreement.

THE COMPANY: No Borders, Inc. A Nevada Corporation

By: /s/ Joseph Snyder Joseph Snyder – President & CEO

THE HOLDER: Lannister Holdings, Inc.

By: /s/ Joseph Snyder – President and Director

Joseph Snyder

NBDR – Agreement to Convert Debt into Restricted Shares of Common Stock 5/5
SHARE EXCHANGE AGREEMENT
BY AND BETWEEN
NO BORDERS, INC.,
AND
LANNISTER HOLDINGS, INC.

THIS SHARE EXCHANGE AGREEMENT (this “Share Exchange Agreement”), effective as of this 14th day of March, 2018 (the “Effective Date”), is entered into by and between No Borders, Inc., a publicly traded corporation formed under the laws of the State of Nevada (the “Corporation”) and Lannister Holdings, Inc., a privately held corporation formed under the laws of the State of Arizona (“Lannister”), and the shareholders of Lannister, represented by the Shareholders of Lannister Holdings, Inc. (the “Lannister Shareholders”) as described in Exhibit A and as signatories hereto.

WHEREAS Lannister is a financial services platform that will revolutionize the way business is transacted and secured in the real estate financial markets which can be utilized by existing financial entities to originate their loans and provide a more secure, transparent loan system for the public. It will become a platform for connecting experienced real estate investors with competitive loan structures while connecting existing real estate lenders and investors with tools and technologies to transact lending via blockchain smart contracts. (the “Financial Services Platform”);

WHEREAS the Corporation is a boutique sports marketing agency offering customized consulting packages tailored to fit any brand, team or athlete in the industry. The Corporation specializes in sales, marketing, consulting, athlete/team representation, loyalty program management and social media strategy. (the “Business”);

WHEREAS management of the Corporation desires to enhance and supplement the Corporation’s Business to include and incorporate the business operations of Lannister regarding the Financial Services Platform and, thus, desires to acquire the total issued and outstanding shares of Lannister thus making Lannister its wholly-owned subsidiary;

WHEREAS the Lannister Shareholders are at the date of this Share Exchange Agreement the shareholders of Lannister and are the registered and beneficial owners of all of the issued and outstanding shares of common stock of Lannister, which at the date of this Share Exchange Agreement constitutes 1,000,000 shares (the “Lannister Shares”);

WHEREAS the Corporation desires to acquire one hundred percent (100%) of the total issued and outstanding Lannister Shares in exchange for issuance of 20,000,000 shares of its common stock at a cost basis of $0.015 per share (the “Cost Basis”), representing as of the date of this Share Exchange Agreement approximately 9.5% of the total issued and outstanding shares of common stock of the Corporation;
WHEREAS the Corporation desires to acquire Lannister in exchange for all of the issued and outstanding shares of Lannister as of the date of Closing, resulting in Lannister becoming a wholly-owned subsidiary of the Corporation in a tax-free exchange;

WHEREAS the parties to this Agreement have agreed to the share exchange subject to the terms and conditions set forth below.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual premises and the mutual covenants and agreements contained herein, the parties covenant and agree each with the other as follows:

ARTICLE I
EXCHANGE OF STOCK

Section 1.01. Exchange. Upon the terms and subject to the conditions of this Share Exchange Agreement, the Lannister Shareholders agree to exchange the Lannister Shares held of record respectively for the issuance of 20,000,000 shares of common stock of the Corporation, and the Corporation agrees to issue to the Lannister Shareholders an aggregate number of shares of its common stock in exchange for all of the total issued and outstanding shares held of record by the Lannister Shareholders. The parties intend that the share exchange shall qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.

Section 1.02. Delivery of Stock. (a) Upon the Closing (as defined below), the Lannister Shareholders shall transfer the rights to their shares of Lannister (in the amounts listed on Exhibit A) to the Corporation representing the total issued and outstanding Lannister Shares duly endorsed.

(b) Upon the Closing, the Corporation shall deliver to the Lannister Shareholders stock certificates representing the Corporation's shares of common stock in the name of the Lannister Shareholders in the denomination of 20 shares of the Corporation’s common stock for every 1 Lannister Share.

(c) The execution of this Share Exchange Agreement shall take place on March 12, 2018, or by counterpart signatures to be sent by facsimile transmission. Closing and issuance of the Corporation's shares of common stock shall occur as soon as possible after the conditions precedent in Article IV herein are met, which Closing shall not occur later than March 15, 2018 (the “Closing”) unless extended by mutual agreement of the parties.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF LANNISTER
AND THE LANNISTER SHAREHOLDERS

Section 2.01. Organization, Standing and Authority; Foreign Qualification.

(a) Lannister is a corporation duly organized, validly existing and in good standing under the laws of the State of Arizona with all requisite power and authority to enter into, and
Section 2.02. Capitalization. The authorized capital of Lannister consists of 1,000,000 shares of common stock and 0 shares of preferred stock. As of March 12, 2018, a total of 1,000,000 shares of common stock are issued and outstanding. Lannister shares of common stock are the only class of capital stock that is outstanding. All of the then outstanding shares of common stock of Lannister are duly authorized, validly issued, fully paid and non-assessable and free of preemptive rights.

Section 2.03. Certificate of Incorporation and By-Laws. Lannister has delivered to the Corporation true, correct and complete copies of its Articles of Incorporation or other documentation evidencing a corporation and By-laws. The minute books of Lannister accurately reflect all actions taken at all meetings and consents in lieu of meetings of its stockholders, and all actions taken at all meetings and consents in lieu of meetings of each of their boards of directors and all committees.

Section 2.04. Consents and Approvals. The execution, delivery and performance by Lannister of this Share Exchange Agreement and the consummation by Lannister of the transactions contemplated hereby do not require Lannister to obtain any consent, approval or action of, or make any filing with or give any notice to, any person or entity.

Section 2.05. Execution and Delivery. This Share Exchange Agreement has been duly executed and delivered by all the Lannister Shareholders and constitutes the valid and binding agreement of the respective Lannister Shareholders enforceable against the Lannister Shareholders in accordance with its terms.

Section 2.06. No Conflict. The execution, delivery and performance of this Share Exchange Agreement and the consummation of the transactions contemplated hereby and thereby in accordance with the terms and conditions hereof and therefor will not: (a) violate any provision of the Articles of Incorporation, By-laws or other organizational document of Lannister; (b) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract to which Lannister Shareholders or Lannister are a party to or by or to which its assets or properties may be bound or subject; (c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, or any agreement with, or condition imposed by, any governmental or regulatory body, foreign or domestic, binding upon Lannister or upon the securities, assets or business of Lannister; or (d) violate any statute, law or regulation.
Section 2.07. Brokerage. No broker or finder has acted, directly or indirectly, for Lannister nor has Lannister incurred any obligation to pay any brokerage, finder’s fee or other commission in connection with the transactions contemplated by this Share Exchange Agreement.

Section 2.08. Title to Stock. The Lannister Shareholders have valid title to the Lannister Shares free and clear of all liens or encumbrances including, without limitation, any community property claim. Upon delivery of the Lannister Shares to be made on the Closing, the Corporation shall acquire good and marketable title thereto, free and clear of any lien, including, without limitation, any community property claim.

Section 2.09. Options or Other Rights. (a) There are no other outstanding rights, subscriptions, warrants, calls, preemptive rights, options, contracts or other agreements of any kind to purchase or otherwise to receive from the Lannister Shareholders or from Lannister of any of the outstanding, authorized or treasury shares of the Lannister Shares; and (b) there is no outstanding security of any kind convertible into any security of Lannister and there is no outstanding contract or other agreement to purchase, redeem or otherwise acquire any of the Lannister Shares.

Section 2.10. Material Information. This Share Exchange Agreement and all other information provided in writing by the Lannister Shareholders or Lannister or representatives thereof to the Corporation, taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make any statement contained herein or therein misleading. There are no facts or conditions, which have not been disclosed to the Corporation in writing which, individually or in the aggregate, could have a material adverse effect on the Corporation or a material adverse effect on the ability of the Lannister Shareholders to perform any of its obligations pursuant to this Share Exchange Agreement.

Section 2.11. No Bankruptcy. Neither Lannister nor its assets are the subject of any proceeding involving either a voluntary or an involuntary bankruptcy, insolvency or receivership.

Section 2.12. Undisclosed Liabilities. Lannister is not subject to and has not incurred, any direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, fixed or unfixed, choate or inchoate, liquidated or un liquidated, secured or unsecured, accrued, absolute, contingent or otherwise, of a kind required by generally accepted accounting principles to be reflected or reserved against on a financial statement (“Liabilities”), which individually or in the aggregate exceeds $10,000.

Section 2.13. Compliance with Laws. Lannister is not in violation of any applicable order, judgment, injunction, award or decree nor is it in violation of any Federal, provincial, state, local or foreign law, ordinance or regulation or any other requirement of any governmental or regulatory body, court or arbitrator, other than those violations which, in the aggregate, would
Section 2.14. **Contracts and Commitments.** All agreements which materially affect Lannister to which Lannister is a party or by which Lannister or any of its property is bound which exist as of the date of execution of this Share Exchange Agreement have been reviewed by the parties and Lannister is not in default with respect to any material term or condition of any such contract, nor has any event occurred which through the passage of time or the giving of notice, or both, would constitute a default hereunder.

Section 2.15. **Actions and Proceedings.** There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving Lannister or against or involving any of the Lannister Shares. There are no actions, suits or claims or legal, regulatory, administrative or arbitration proceedings pending or, to the knowledge of the Lannister Shareholders, threatened against or involving Lannister.

Section 2.16. **Liens.** Lannister has marketable title to all of its assets and properties free and clear of any lien.

Section 2.17. **Corporate Records.** All of the minute books and corporate and financial records of Lannister are, or prior to the Closing will be made available for review. In the event of the absence of a complete minute book, representation and warranty by the board of directors shall take precedence over the minute book and shall be incorporated into the minutes book.

Section 2.18. **Acknowledgement of the status of the Corporation.** Lannister and the Lannister Shareholders acknowledge that Corporation is a viable company with ongoing business operations and has prepared but unaudited financials.

**ARTICLE III**

**REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

The Corporation represents and warrants to Lannister and the Lannister Shareholders as follows:

Section 3.01. **Organization, Standing and Authority of the Corporation.** The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to own or lease its assets as now owned or leased by it and to otherwise conduct its business. All corporate proceedings required by law or by the provisions of this Agreement to be taken by the Corporation on or before the Closing in connection with the execution and delivery of this Share Exchange Agreement and the consummation of the transactions contemplated by this Share Exchange Agreement have been or will be duly and validly taken.

Section 3.02. **Capitalization.** The authorized capital of the Corporation consists of 1,888,000,000 shares of common stock, par value $0.001, of which a total of 209,685,734 shares are issued and outstanding, and 10,000,000 shares of Series A Preferred Stock, par value $0.001,
of which 10,000,000 shares are issued and outstanding. The Corporation's shares of common stock and Series A Preferred Stock are the only classes of the Corporation's capital stock that are outstanding. All of the outstanding shares of the Corporation's stock are and will be duly authorized, validly issued, fully paid and non-assessable and free of preemptive rights. There are no outstanding options or warrants of the Corporation. This Share Exchange Agreement shall also be deemed delivered to any future shareholders of the Corporation pertaining to the Offering and will constitute the valid and binding agreement of the respective future shareholders of the Corporation enforceable against such future shareholders in accordance with its terms.

Section 3.02. Execution and Delivery. This Share Exchange Agreement has been duly authorized, executed and delivered by the Corporation and constitutes the valid and binding agreement of the Corporation enforceable against the Corporation in accordance with its terms.

Section 3.03. Certificate of Incorporation and By-Laws. The Corporation has delivered to Lannister true, correct and complete copies of its Articles of Incorporation or other documentation evidencing a corporation and By-laws. The minute books of the Corporation accurately reflect all actions taken at all meetings and consents in lieu of meetings of its stockholders, and all actions taken at all meetings and consents in lieu of meetings of each of their boards of directors and all committees.

Section 3.04. Consents and Approvals. The execution, delivery and performance by the Corporation of this Share Exchange Agreement and the consummation by the Corporation of the transactions contemplated hereby do not require the Corporation to obtain any consent, approval or action of, or make any filing with or give any notice to, any person or entity.

Section 3.05. Execution and Delivery. This Share Exchange Agreement has been duly executed and delivered by the agent representing the Corporation Shareholders and constitutes the valid and binding agreement of the respective Corporation Shareholders enforceable against the Corporation Shareholders in accordance with its terms.

Section 3.06. No Conflict. The execution, delivery and performance of this Share Exchange Agreement and the consummation of the transactions contemplated hereby and thereby in accordance with the terms and conditions hereof and therefor will not: (a) violate any provision of the Articles of Incorporation, By-laws or other organizational document of the Corporation; (b) violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract to which the Corporation is a party to or by or to which its assets or properties may be bound or subject; (c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, or any agreement with, or condition imposed by, any governmental or regulatory body, foreign or domestic, binding upon the Corporation or upon the securities, assets or business of the Corporation; or (d) violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to the Corporation or to the shares, securities, properties or business of the Corporation; or (e) result in the breach of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of any permit.
Section 3.07. Brokerage. No broker or finder has acted, directly or indirectly, for the Corporation, nor has the Corporation incurred any obligation to pay any brokerage, finder’s fee or other commission in connection with the transactions contemplated by this Share Exchange Agreement.

Section 3.08. Status of the Corporation's Shares. Upon consummation of the transactions contemplated by this Agreement, the shares of common stock to be issued to the Lannister Shareholders, when issued and delivered, shall be free of any and all liens, claims or encumbrances.

Section 3.09. Options or Other Rights. There are no outstanding rights, subscriptions, warrants, calls, preemptive rights, options, contracts or other agreements of any kind to purchase or otherwise to receive from the Corporation any of the outstanding, authorized or treasury shares of the Corporation; and (b) there is no outstanding security of any kind convertible into any security of the Corporation and there is no outstanding contract or other agreement to purchase, redeem or otherwise acquire any of the Corporation Shares.

Section 3.10. Material Information. This Share Exchange Agreement and all other information provided in writing by the Corporation or representatives thereof to Lannister or Lannister Shareholders, taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make any statement contained herein or therein misleading. There are no facts or conditions, which have not been disclosed to Lannister or Lannister Shareholders in writing which, individually or in the aggregate, could have a material adverse effect on Lannister or a material adverse effect on the ability of the Corporation to perform any of its obligations pursuant to this Share Exchange Agreement.

Section 3.11. No Bankruptcy. Neither the Corporation nor its assets are the subject of any proceeding involving either a voluntary or an involuntary bankruptcy, insolvency or receivership.

Section 3.12. Undisclosed Liabilities. The Corporation is not subject to and has not incurred, any direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise, of a kind required by generally accepted accounting principles to be reflected or reserved against on a financial statement (“Liabilities”), which individually or in the aggregate exceeds $10,000.

Section 3.13. Contracts and Commitments. All agreements which materially affect the Corporation to which the Corporation is a party or by which the Corporation or any of its property is bound which exist as of the date of execution of this Agreement have been reviewed by the parties and the Corporation is not in default with respect to any material term or condition of any such contract, nor has any event occurred which through the passage of time or the giving of notice, or both, would constitute a default hereunder.
Section 3.14. **Actions and Proceedings.** There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving the Corporation or against or involving any of the Corporation Shares. There are no actions, suits or claims or legal, regulatory, administrative or arbitration proceedings pending or, to the knowledge of the Corporation, threatened against or involving the Corporation.

Section 3.15. **Compliance with Laws.** To its knowledge, the Corporation is not in violation of any applicable order, judgment, injunction, award or decree nor is it in violation of any Federal, state, local or foreign law, ordinance or regulation or any other requirement of any governmental or regulatory body, court or arbitrator, other than those violations which, in the aggregate, would not have a material adverse effect on the Corporation and the Corporation has not received written notice that any violation is being alleged.

Section 3.16. **Liens.** The Corporation has marketable title to all of its assets and properties free and clear of any lien.

Section 3.17. **Corporate Records.** All of the minute books and corporate and financial records of the Corporation are, or prior to the Closing will be made available for review. In the event of the absence of a complete minute book, representation and warranty by the board of directors shall take precedence over the minute book and shall be incorporated to the minute book.

Section 3.18 **The Corporate Shares have not been Registered and are Restricted.** The Shares of the Corporation have not been registered under the Securities Act, or registered or qualified under any applicable state or non-U.S. securities laws. The Corporation Shares have not been approved by the United States Securities and Exchange Commission, any state securities authority or any other United States or non-U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the Corporate Shares or the accuracy or adequacy of this Share Exchange Agreement. Any representation to the contrary is unlawful.

The Corporation Shares are subject to restrictions on purchase, transferability and resale and may not be purchased, transferred or resold except as permitted under the Company’s articles of organization and the Company’s operating agreement and as permitted under the Securities Act and any applicable state or non-U.S. securities laws, pursuant to registration thereunder or exemption therefrom. Lannister Shareholders should be aware that they may be required to bear the financial risk of the Corporation for an indefinite period of time.

**ARTICLE IV**

**COVENANTS AND CONDITION PRECEDENT AGREEMENTS**

The Lannister Shareholders, Lannister and the Corporation covenant and agree as follows:

Section 4.01. **Conduct of Business in the Ordinary Course.** From the date hereof through the Closing, the Lannister Shareholders shall cause Lannister to conduct its business substantially in the manner in which it is currently conducted. From the date hereof through the Closing, the
Corporation shall conduct its business substantially in the manner in which it is currently conducted.

Section 4.02. Absence of conflicting agreements, no improper disclosure of materials. Lannister and the Corporation, agree to revise any conflicting agreements or corporate documents as may be required to complete this Share Exchange Agreement. Any such revised agreements or documents, shall be made available for review and approval by the opposite party before acceptance. Neither Lannister, the Corporation, or Joseph Snyder shall cause the improper disclosure of materials.

Section 4.03. Board and Shareholder Approval. Prior to the Closing, Lannister shall obtain from its Board of Directors and the Lannister Shareholders representing a totality of the issued and outstanding shares of common stock approval of this Share Exchange Agreement and the transactions contemplated hereby.

Prior to the Closing, the Corporation shall obtain from its Board of Directors, approval of this Share Exchange Agreement and the transactions contemplated hereby, including the issuance of the shares of common stock by the Corporation to the Lannister Shareholders in exchange for all of the total issued and outstanding Lannister Shares.

Section 4.04. Due Diligence. Prior to closing, the Corporation shall complete a due diligence review of those items that the Corporation, its counsel or its other professionals at its sole discretion, may require to approve the transaction.

These items may include:

As to the Corporate Documents: Organization and Good Standing, Lannister’s Articles of Incorporation, and all amendments thereto, Lannister Bylaws, and all amendments thereto, Lannister’s minute book, including all minutes and resolutions of shareholders and directors, executive committees, and other governing groups, Lannister organizational chart, Lannister’s list of shareholders and number of shares held by each, copies of agreements relating to options, voting trusts, warrants, puts, calls, subscriptions, and convertible securities, a Certificate of Good Standing from the Secretary of State of the state where the Lannister is incorporated, copies of active status reports in the state of incorporation for the last three years, a list of all states where Lannister is authorized to do business and annual reports since inception, a list of all states, provinces, or countries where the Lannister owns or leases property, maintains employees, or conducts business, a list of all of Lannister’s assumed names and copies of registrations thereof.

As to Financial Information: Unaudited financial statements for two years or since inception, with comparable statements to the prior year, auditor's letters and replies if any, Lannister’s credit report, if available, any projections, capital budgets and strategic plans, analyst reports, if available, a schedule of all indebtedness and contingent liabilities, a schedule of accounts receivable, a schedule of accounts payable, a description of depreciation and amortization methods and changes in accounting methods over the past five years, any analysis of fixed and variable expenses, any analysis of gross margins, Lannister’s general ledger, and a description of Lannister internal control procedures,
As to Intellectual Property: A schedule of domestic and foreign patents and patent applications, a schedule of trademark and trade names, a schedule of copyrights, a description of important technical know-how, a description of methods used to protect trade secrets and know-how, any "work for hire" agreements, a schedule and copies of all consulting agreements, agreements regarding inventions, and licenses or assignments of intellectual property to or from the Lannister any patent clearance documents, a schedule and summary of any claims or threatened claims by or against the Lannister regarding intellectual property,

As to Licenses and Permits: Copies of any governmental licenses, permits or consents, any correspondence or documents relating to any proceedings of any regulatory agency.

As to Taxes: Federal, state, local, and foreign income tax returns since inception, states sales tax returns since inception, any audit and revenue agency reports, any tax settlement documents since inception, employment tax filings since inception, excise tax filings for since inception, and any tax liens.

As to any Material Contracts: A schedule of all subsidiary, partnership, or joint venture relationships and obligations, with copies of all related agreements, copies of all contracts between Lannister and any officers, directors, 5-percent shareholders or affiliates, all loan agreements, bank financing arrangements, line of credit, or promissory notes to which Lannister is a party, all security agreements, mortgages, indentures, collateral pledges, and similar agreements, all guaranties to which Lannister is a party, any installment sale agreements, any distribution agreements, sales representative agreements, marketing agreements, and supply agreements, any letters of intent, contracts, and closing transcripts from any mergers, acquisitions, or divestitures within last five years, any options and stock purchase agreements involving interests in other companies, Lannister standard quote, purchase order, invoice and warranty forms, all nondisclosure or noncompetition agreements to which Lannister is a party, all other material contracts.

As to Product or Service Lines: A list of all existing products or services and products or services under development, copies of all correspondence and reports related to any regulatory approvals or disapprovals of any Lannister products or services, a summary of all complaints or warranty claims, a summary of results of all tests, evaluations, studies, surveys, and other data regarding existing products or services and products or services under development,

As to Customer Information: A schedule of Lannister’s largest customers, if any, in terms of sales thereto and a description of sales thereto, any supply or service agreements, a description or copy of Lannister’s credit policy, all surveys and market research reports relevant to Lannister or its services, Lannister’s current advertising programs, marketing plans and budgets, and printed marketing materials, a description of Lannister’s major competitors.

As to Litigation: A schedule of all pending litigation, a description of any threatened litigation, copies of insurance policies possibly providing coverage as to pending or threatened litigation, documents relating to any injunctions, consent decrees, or settlements to which Lannister is a party, a list of unsatisfied judgments.
As to Insurance Coverage: A schedule and copies of Lannister general liability, personal and real property, product liability, errors and omissions, key-man, directors and officers, worker's compensation, and other insurance, a schedule of Lannister insurance claims history since inception.

As to Professionals: A schedule of all law firms, accounting firms, consulting firms, and similar professionals engaged by Lannister since inception.

As to Articles and Publicity: Copies of all articles and press releases relating to Lannister since inception.

ARTICLE V
MISCELLANEOUS

5.01. Representations and Warranties of the Parties. Each Party hereby represents and warrants to the other Party as follows:

(a) Authority. Each Party has full power and authority to enter into this Agreement and any agreement referred to or contemplated by this Agreement.

(b) No Conflicts. Neither the execution and delivery of this Agreement nor any of the other agreements contemplated hereby, or the consummation of the transactions hereby contemplated, conflict with, or result in the breach of, or accelerate the performance required by any agreement to which it is a party, or result in the creation of an encumbrance under the provisions of any other indenture, agreement or other instrument to which the Party is a party or by which it is bound, or to which it is may be subject.

(c) Mutual Performance. Each Party will diligently and in good faith perform the duties and obligations set forth in this Agreement.

(d) Tax and Other Implications. Each Party will consult with and rely only on the advice of their tax advisors, attorneys and accountants on tax and legal matters relating to this Share Exchange Agreement.

5.02. Termination of Agreement. Except as otherwise provided herein, this Share Exchange Agreement may be terminated by Lannister or the Corporation with or without cause, with a minimum of thirty (30) days written notice.

5.03. Confidentiality. No information furnished by either Party to the other Party and such Party’s employees, representatives and agents, under this Agreement with respect to the Stock Exchange Agreement shall be published by the Party receiving such information without the prior written consent of the Party furnishing the information. Except as provided herein, the Parties agree that the terms and conditions of this Agreement are confidential and are not to be disclosed with any third party without the prior written consent of the other Party, except as may
be required by law. No Party shall issue or caused to be issued any press release or make any public announcements with respect to this Agreement or the transactions contemplated by it without the prior written consent of the other Party.

5.04. **Execution of Further Documents.** The Parties hereto agree to perform any and all acts and to execute and deliver any and all documents that may be reasonably necessary and convenient to carry out the provisions of this Agreement. The Parties shall do and perform all such acts and things, and execute all such deeds, documents and writings, and give all such assurances, as may be necessary to give effect to this Agreement and carry out the purpose and intent hereof, including, without limitation, and all transactions contemplated herein.

5.05. **Indemnification.**

(a) Each Party (the “Indemnifying Party”) agrees to indemnify the other Party (the “Indemnified Party”) against, and agrees to hold the Indemnified Party harmless from, any and all liabilities, losses, claims, damages, judgments, costs and expenses, including, without limitation, reasonable attorney fees, expenses and costs of investigation and litigation through all appellate proceedings (the “Losses”) that are (a) incurred or suffered by the Indemnified Party relating to or arising out of or in connection with any breach of any inaccuracy in any representation or warranty made by the Indemnifying Party in this Agreement or any document delivered by it at the Closing or (b) arising out of or in connection with any action, suit, inquiry, or proceeding against or involving the Indemnified Party as a result of any agreement or any of the transactions contemplated hereby, or based upon any allegation or claim the Indemnified Party is in any way responsible or liable for any action (or lack thereof) of the Indemnifying party. No person shall be entitled to indemnification hereunder to the extent that the act or omission of such person for which indemnification is claimed arises out of such person’s fraud, bad faith, or willful misconduct. This Section 5.05 and its obligations shall survive the Closing.

(b) Notice of Claim. As soon as is reasonably practicable after becoming aware of a claim for indemnification under this Agreement, the Indemnifying Party shall promptly give notice to the Indemnifying Party of such claim and the amount the Indemnified Party will be entitled to receive under the provisions of this Section 5.05, provided that the failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent (if any) that the Indemnifying Party shall not have been prejudiced by such failure to give notice. Upon receipt of the written notice, the Indemnifying Party shall defend the Indemnified Party at the Indemnifying Party’s sole expense by legal counsel reasonably satisfactory to the Indemnifying Party.

(c) Failure to Defend. In the event the Indemnifying Party does not elect to assume defense of any claim, suit, action, or proceeding, then any failure of the Indemnified Party to defend or participate in the defense of such claim, suit, action, or proceeding, or to cause be done, shall not relieve the Indemnifying Party of its obligations under this Section 5.05.
5.06. Default and Remedies.

(a) Failure of either Party to perform any of that Party's obligations under this Agreement shall constitute a default. Should any default by either Party continue for ten (10) days, the other Party may, at such Party's option, give the defaulting Party written notice of the default or defaults claimed. If all such defaults are not cured within twenty (20) days after the service of the written notice, then, without further notice of any kind, the Party so giving notice may terminate this Agreement and invoke any and all remedies which such Party may have at law, equity or otherwise by statute.

(b) The rights and remedies of any of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions unless specifically so limited herein. Each of the Parties confirms that damages at law may not be an adequate remedy for a breach or threatened breach of any provisions hereof and that the breach of any portion of this Agreement will cause irreparable harm and significant injury to the non-breaching Party which may be difficult to ascertain. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to nor shall it limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof.

5.07. Dispute Resolution. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement (the “Dispute Claim”), shall be resolved by arbitration (the “Arbitration”) before three arbitrators (the “Arbitrators”) selected from and administered by JAMS or its successor (the “Administrator”) in accordance with JAMS International Arbitration Rules regarding commercial or business disputes. The arbitration shall be held in Nevada. The Arbitrators shall, within fifteen (15) days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrators shall be authorized to award compensatory damages, but shall NOT be authorized (i) to award non-economic damages, such as for emotional distress, pain and suffering or loss of consortium, (ii) to award consequential, incidental, exemplary, indirect, special or punitive damages, including any loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity, except to the extent any such damages are required to be paid pursuant to a third party claim determined by final judgment by a court of competent jurisdiction, or (iii) to reform, modify or materially change this Agreement. The Arbitrators also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. Each party shall pay an equal share of the fees and costs of the Administrator and the Arbitrators; provided, however, the Arbitrators shall be authorized to determine whether a Party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorney fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses,
5.08. **General Provisions.**

(a) **Expenses.** Except as otherwise provided herein, Lannister Holdings, Inc., shall be responsible for the payment for any of the Corporations expenses incurred in connection with the execution or implementation of this Share Exchange Agreement and the consummation of the transactions contemplated hereby and thereby, including, without limitation, expenses related to due diligence, attorney’s fees, CPA or other financial professional fees, the completion of Audited Financials, the issuance of Corporation shares and the associated expenses thereof, and any other expenses incurred to perfect this Share Exchange Agreement.

(b) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, the terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and its respective successors and assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other person or entity.

(c) **Waiver.** No Party shall be deemed to have waived any right which such Party has under this Agreement, unless this Agreement expressly provides a period of time within which such right may be exercised and such time period has expired, or unless such Party has expressly waived the same in writing or unless this Agreement specifies that a waiver shall be deemed to have occurred. Any failure on the part of any Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the Party to whom such compliance is owed. The waiver by either Party of a right, claim, default, by the other Party shall not be deemed a waiver of any other right, claim or default or any subsequent default of the same kind.

(d) **Notices.** Any notices, demands or other communications required or permitted to be given by any provision of this Agreement or which any Party may desire to give the other shall be given in writing, delivered personally or sent by certified mail, postage pre-paid, facsimile, or by Federal Express or similar generally recognized delivery service regularly providing proof of delivery, addressed to a Party, at the addresses set forth below, or to such other address as said Party may hereafter or from time to time designate by written notice to the other Party.
Section 5.09. **Conformity to Securities Laws.** The Parties acknowledge that this Share Exchange Agreement is intended to conform to the extent necessary with all provisions and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations, as applicable. Notwithstanding anything herein to the contrary, the Share Exchange Agreement shall be consummated only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 5.10. **Timing.** Time is of the essence of this Share Exchange Agreement and each party hereto agrees and covenants to use their reasonably best efforts to complete the transactions contemplated hereby in a timely manner.

Section 5.11. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions completed hereby are fulfilled to the extent possible.

Section 5.12. **Assignment.** This Share Exchange Agreement may not be assigned by any party hereto without the prior written consent of all parties to this Share Exchange Agreement.

Section 5.13. **Execution in Counterparts.** This Share Exchange Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

Section 5.14. **Headings.** The headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular paragraph.

Section 5.15. **Notices.** Any notices, demands or other communications required or permitted to be given by any provision of this Agreement or which any Party may desire to give the other shall be given in writing, delivered personally or sent by certified mail, postage pre-paid, facsimile, or by Federal Express or similar generally recognized delivery service regularly providing proof of delivery, addressed to a Party, at the addresses set forth below, or to such other address as said Party may hereafter or from time to time designate by written notice to the other Party.

Section 5.16. **Waiver.** No Party shall be deemed to have waived any right which such Party has under this Agreement, unless this Agreement expressly provides a period of time within which such right may be exercised and such time period has expired, or unless such Party has expressly waived the same in writing or unless this Agreement specifies that a waiver shall be deemed to
have occurred. Any failure on the part of any Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the Party to whom such compliance is owed. The waiver by either Party of a right, claim, default, by the other Party shall not be deemed a waiver of any other right, claim or default or any subsequent default of the same kind.

Section 5.17. Nature and Survival of Representations. There are no representations, warranties and covenants made by any of the Parties except as expressly provided herein. All representations and warranties and covenants made by any Party in this Agreement shall survive this Agreement and any other document, instrument or agreement executed and delivered pursuant to this Agreement and shall not merge therein and shall continue in full force and effect. The Parties specifically intend that the statutory statutes of limitations applicable to each of the representations and warranties be superseded and replaced by the foregoing periods.

Section 5.18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada without regard to principles of conflicts of law.

IN WITNESS WHEREOF the parties hereto have set their hand and seal as of the day and year first above written.

No Borders, Inc.

Date: March 14, 2018

By: /s/ Joseph Snyder
Joseph Snyder   Title: President, CEO

Lannister Holdings, Inc.

Date: March 14, 2018

By: /s/ Joseph Snyder
Joseph Snyder   Title: President, CEO

LANNISTER Shareholders as listed on Exhibit A,

/s/ Joseph Snyder
Joseph Snyder
240,000 Shares – 24% Shareholder
Date: March 14, 2018

/s/ Christopher Brown
Christopher Brown
240,000 Shares – 24% Shareholder
Date: March 14, 2018

/s/ Cynthia Tanabe
Cynthia Tanabe
240,000 Shares – 24% Shareholder
Date: March 14, 2018

/s/ Kyle Kummerle
Kyle Kummerle
75,000 Shares – 7.5% Shareholder
Date: March 14, 2018

/s/ BVMH Enterprises, LLC
BVMH Enterprises, LLC
130,000 Shares – 13% Shareholder
Date: March 14, 2018

/s/ Glenn Suydam
Glenn Clyde Suydam
75,000 Shares – 7.5% Shareholder
Date: March 14, 2018
EXHIBIT A
LANNISTER HOLDINGS SHAREHOLDERS
AND
SHARE EXCHANGE CALCULATIONS
AFTER
SHARE EXCHANGE AGREEMENT

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<th>Name</th>
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