

**NO BORDERS, INC.**  
**PREFERRED STOCK PURCHASE AGREEMENT**

PREFERRED STOCK PURCHASE AGREEMENT (the "Agreement") dated as of February 19, 2015, by and among NO BORDERS, INC., a Nevada corporation (the "Company"), SAVEENE GROUP CORP., a Delaware corporation (the "Seller") and MICHAEL AMEZQUITA (the "Purchaser").

WHEREAS, the Seller and the Purchaser are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(1) of the Securities Act of 1933, as amended (the "Securities Act"); and

WHEREAS, the Company has authorized preferred stock consisting of 25,000,000 shares, par value \$0.001 per share (the "Preferred Stock"), of which 10,000 shares have been designated as "Series A Redeemable Preferred Stock," the terms of which are set forth in the certificate of designation for such series of preferred stock (the "Certificate of Designation"); and

WHEREAS, except as may be otherwise provided herein, the Series A Redeemable Preferred Stock ranks senior to all outstanding and future preferred or common stock, par value \$0.001 per share, of the Company (the "Common Stock"); and

WHEREAS, the Seller is the record owner and holder of 10,000 shares of the Series A Redeemable Preferred Stock, which shares constitute all of the issued and outstanding shares of the Preferred Stock of the Company; and

WHEREAS, the Purchaser desires to purchase all of the 10,000 shares of the Series A Redeemable Preferred Stock from the Seller, and the Seller desires to sell all of the 10,000 shares of the Series A Redeemable Preferred Stock to the Purchaser, upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the shares of the Series A Redeemable Preferred Stock sometimes referred to herein as the "Securities;"

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the Seller, the Company, and the Purchaser hereby agree as follows:

1. Purchase and Sale of the Series A Redeemable Preferred Stock.

(a) Series A Redeemable Preferred Stock. Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby on the Effective Date (hereinafter defined), the Seller shall sell, convey, transfer, and deliver to the Purchaser a certificate representing 10,000 shares of the Series A Redeemable Preferred Stock, and the Purchaser shall purchase from the Seller the Series A Redeemable Preferred Stock in consideration of the Purchase Price (hereinafter defined) set forth in this Agreement. The certificate representing the Series A Redeemable Preferred Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Seller.

(b) The Effective Date. The closing of the transaction contemplated by this Agreement (the "Effective Date") shall occur on February 19, 2015, or such other date as the parties hereto may otherwise agree. The closing on the Effective Date shall be conducted by wire transfers of the Purchase Price and by overnight delivery of the stock certificates, the Convertible Promissory Note hereinafter described, and any other documents with respect to the transfer of the Series A Redeemable Preferred Stock.

(c) Purchase Price. The aggregate purchase price for the Series A Redeemable Preferred Stock to be purchased by the Purchaser (the "Purchase Price") shall be \$65,000.00 which shall be paid by the Purchaser. Prior to the date hereof, the Purchaser has deposited with the Seller the sum of \$15,000.00 as a good faith deposit, the receipt and sufficiency of which is hereby acknowledged by the Seller. The remaining \$50,000.00

of the Purchase Price has been deposited by the Purchaser with its attorney, Norman T. Reynolds, Esq. (the “Escrow Agent”) who will hold the remaining \$50,000.00 of the Purchase Price in escrow until the terms of this Agreement are satisfied. Upon satisfaction of all of the terms of this Agreement, the Escrow Agent shall transfer the remaining \$50,000.00 of the Purchase Price, after deducting the authorized payments hereinafter described, to the Seller by means of a wire transfer of immediately available funds to an account specified by the Seller. The \$15,000.00 previously deposited by the Purchaser with the Seller shall be retained by the Seller and applied to the Purchase Price.

2. Directors and Officers of the Company. On the Effective Date, the Purchaser will be elected to the Board of Directors of the Company, and immediately thereafter, all of the members of the Company’s Board of Directors serving before the Effective Date shall resign. Further, on the Effective Date, the Board of Directors will elect the Purchaser as President of the Company, and all of the other officers of the Company other than such person selected by the Purchaser shall resign on the Effective Date.

3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants that as the date hereof and as of the Effective Date as follows:

(a) No Public Sale or Distribution. The Purchaser is (i) acquiring the Series A Redeemable Preferred Stock for his own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act; provided, however, that by making the representations herein, the Purchaser does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act. The Purchaser is not a broker-dealer registered, or required to be registered, with the SEC under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Purchaser is acquiring the Securities hereunder in the ordinary course of his business. The Purchaser does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities.

(b) Accredited Investor Status. The Purchaser is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act.

(c) Reliance on Exemptions. The Purchaser understands that the Securities are being offered and sold to him by the Seller in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Seller is relying in part upon the truth and accuracy of, and the Purchaser’s compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Securities.

(d) Information. The Purchaser and his advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by the Purchaser, including, but not limited to the Company’s SEC Documents (defined below). The Purchaser and his advisors, if any, have been afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by the Purchaser or his advisors, if any, or his representatives shall modify, amend or affect the Purchaser’s right to rely on the Seller’s and the Company’s representations and warranties contained herein. The Purchaser understands that his investment in the Securities involves a high degree of risk. The Purchaser has sought such accounting, legal and tax advice as he has considered necessary to make an informed investment decision with respect to his acquisition of the Securities.

(e) Legends. The Purchaser understands that the certificates or other instruments representing the Series A Redeemable Preferred Stock and, until such time as the Securities have been registered under the Securities Act, the stock certificates representing the Securities, except as set forth below, shall bear any legend as required by the “blue sky” laws of any state and a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE [CONVERTIBLE] [EXERCISABLE] HAVE BEEN][THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN] REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of the Securities upon which it is stamped, if, unless otherwise required by state securities laws, (i) such Securities are registered for resale under the Securities Act, or (ii) in connection with a sale, assignment or other transfer, such holder provides the Company with an opinion of counsel, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Securities may be made without registration under the applicable requirements of the Securities Act. The Company shall bear all fees and expenses related to the removal of the legend and issuance of any new unlegended Securities.

4. Representations and Warranties of the Company and the Seller. Where a representation contained in this Agreement is qualified by the phrase “to the best knowledge of the Company and the Seller” (or words of similar import), such expression means that, after having conducted a due diligence review, the Company and the Seller believe the statement to be true, accurate, and complete in all material respects. Knowledge shall not be imputed nor shall it include any matters which such person should have known or should have been reasonably expected to have known. The Company and the Seller hereby represent and warrant to the Purchaser as follows:

(a) Power and Authority. The Company and the Seller have full power and authority to execute, deliver and perform this Agreement and any other agreement hereunder (the “Other Agreements”).

(b) Authorization. The execution, delivery and performance of this Agreement and the Other Agreements by the Company have been duly authorized by all requisite corporate action.

(c) Binding Effect. Upon execution and delivery by the Company and the Seller, this Agreement and the Other Agreements shall be and constitute the valid, binding and legal obligations of the Company and the Seller enforceable against them in accordance with the terms hereof or thereof, except as the enforceability hereof and thereof may be subject to the effect of (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors’ rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) Effect. Neither the execution and delivery of this Agreement or the Other Agreements nor full performance by the Company and the Seller of their obligations hereunder or thereunder will violate or breach, or otherwise constitute or give rise to a default under, the terms or provisions of the Articles of Incorporation or Bylaws of the Company, or, subject to obtaining any and all necessary consents, of any contract, commitment or other obligation of the Company or necessary for the operation of the business of the Company following the Effective Date or any other material contract, commitment, or other obligation to which the Company is a party, or create or result in the creation of any encumbrance on any of the assets of the Company.

(e) Issuance of Securities. The Series A Redeemable Preferred Stock, as of the Effective Date, will be entitled to the rights and preferences set forth in the Certificate of Designation of the Company as filed with the Secretary of State of Nevada. The Securities have been validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens and charges with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of the Preferred Stock. Subject to the representations and warranties

of the Purchaser in this Agreement, the offer and issuance by the Company of the Securities is exempt from registration under the Securities Act.

(f) No SEC Filings. The Common Stock of the Company is not registered for trading, pursuant to the Exchange Act.

(g) Off Balance Sheet Arrangements. There are no off balance sheet transactions, arrangements, or other relationships with respect to the Company.

(h) Liens. There are no Liens affecting the Company.

(i) No Consents. No consent, approval or authorization of, or registration, declaration or filing with any third party, including, but not limited to, any governmental department, agency, commission or other instrumentality, will, except such consents, if any, delivered or obtained on or prior to the Effective Date, be obtained or made by the Company and the Seller prior to the Effective Date to authorize the execution, delivery and performance by the Company and the Seller of this Agreement or the Other Agreements.

(j) No Disputes with Auditors. As of the date of this Agreement, the Company has not had any disputes with its auditors.

(k) Tax Returns and Audits. As of the date of this Agreement, the Company has duly filed all federal, state, and local tax returns as required to be filed by it (including, but not limited to, all payroll or other employment related tax returns), and has paid all federal, state and local taxes, including, but not limited to all payroll and employment taxes, required to be paid with respect to the periods covered by such returns. The Company has not been delinquent in the payment of any tax, assessment, or governmental charge, and has not had any tax deficiencies proposed or assessed against it and has not executed any waiver of the statute of limitations on the assessment or collection of any tax. The Company has delivered to the Purchaser all tax returns of the Company for the last five years.

(l) Organization and Standing of the Company. The Company is a duly organized and validly existing Nevada corporation in good standing, as of the Effective Date, with all requisite corporate power and authority to carry on its business as presently conducted. The Company has not qualified to do business in any other state.

(m) Subsidiaries. The Company does not have any subsidiary.

(n) Capitalization of the Company. The Company is authorized by its Articles of Incorporation to issue 1,888,000,000 shares of the Common Stock, 199,785,734 shares of which will be duly and validly issued and outstanding, fully paid, and non-assessable as of the Effective Date, and 25,000,000 shares of the Preferred Stock, of which 10,000 shares of the Series A Redeemable Preferred Stock are issued and outstanding as of the Effective Date. Other than as disclosed herein, there are no outstanding options, contracts, commitments, warrants, preemptive rights, agreements or any rights of any character affecting or relating in any manner to the issuance of the Common Stock, the Preferred Stock, or other securities or entitling anyone to acquire the Common Stock, the Preferred Stock, or other securities of the Company.

(o) Business. Within 10 days following the Effective Date, the Purchaser will transfer into the Company an Industrial hemp business consisting of 40 acres of leased land (with an option on an additional 40 acres) and the heavy equipment owned to operate the business, consisting of a skip loader tractor, water truck, water tank and all harvesting equipment. Thereafter, the Company shall convey to the Seller all assets and business owned by the Company before the Effective Date.

(p) Convertible Debt. On the Effective Date, for no additional consideration, Emry Group, Inc., a non-affiliate of the Company, as defined in the Securities Act, shall assign to Black Ice Advisors, LLC, a Delaware limited liability company that certain Convertible Promissory Note payable to the order of Emry Group, Inc. in the original principal amount of \$146,000.00, dated June 26, 2013, and having on the Effective Date an

unpaid balance of \$100,000.00 (the “Convertible Debt”) as described in Attachment A hereto. Other than the Convertible Debt, on the Effective Date, the Company shall have no other outstanding debt or obligations whatsoever, including, but not limited to, any income, real or personal property taxes. At the Effective Date, the Company and the Seller shall deliver to the Purchaser all legal and accounting statements rendered to the Company marked “paid.” Emry Group, Inc. joins in the execution of this Agreement to signify its agreement to assign the Convertible Debt to Black Ice Advisors, Inc. on the Effective Date. In addition, Emry Group, Inc. and Miro Zecevic, its chief executive officer, shall provide on the Effective Date a certificate that they are not and have not been affiliates of the Company within the last 90 days before the Effective Date, and certifications from the Seller, Hugo Rubio, Emry Group Corp., Miro Zecevic, Mina Mar Group, Mina Mar Marketing Group, and Zoran Cvetojevic that following the Effective Date the Company has no liability to either of them.

(q) No Litigation. The Company is not now and will not be at the Effective Date subject to any pending or threatened litigation, claims or lawsuits from any party.

(r) No Contracts. Other than as disclosed herein, the Company is not a party to any contract, lease or agreement which would subject it to any performance or business obligations after the Effective Date.

(s) No Employees. The Company does not now have and will not have at the Effective Date any employees.

(t) No Employment Contracts. The Company has no employment contracts or agreements with any of its officers, directors, or with any consultants, employees or other parties.

(u) No Benefit Plans. The Company has no insurance or employee benefit plans whatsoever.

(v) No Powers of Attorney. The Company has no outstanding powers or attorney and no obligations concerning its performance hereunder.

(w) No Shell. The Company is not now and never has been a “shell company” as defined in the Securities Act.

(x) Compliance. The Company and the Seller shall cause the Company and its officers to comply with all applicable provisions of this Agreement.

(y) Representations and Warranties of True and Complete. All representations and warranties of the Company and the Seller in this Agreement and the Other Agreements are true, accurate and complete in all material respects as of the Effective Date.

(z) No Knowledge of Default. The Company and the Seller have no knowledge that any of the representations and warranties of the Purchaser contained in this Agreement or the Other Agreements are untrue, inaccurate or incomplete in any respect or that the Purchaser is in default under any term or provision of this Agreement or the Other Agreements.

(aa) No Untrue Statements. No representation or warranty by the Company and the Seller in this Agreement or in any writing furnished or to be furnished pursuant hereto, contains or will contain any untrue statement of a material fact, or omits, or will omit to state any material fact required to make the statements herein or therein contained not misleading.

(bb) Reliance. The foregoing representations and warranties are made by the Company and the Seller with the knowledge and expectation that the Purchaser is placing complete reliance thereon.

5. Conditions Precedent to Obligations of the Purchaser. All obligations of the Purchaser under this Agreement are subject to the fulfillment, prior to or at the Effective Date, of the following conditions:

(a) Representations and Warranties True at Effective Date. The representations and warranties of the Company and the Seller herein shall be deemed to have been made again at the Effective Date, and then be true and correct, subject to any changes contemplated by this Agreement. The Company and the Seller shall have performed all of the obligations to be performed by the Company and the Seller hereunder on or prior to the Effective Date.

(b) Proof of Authority. The counsel for the Purchaser shall have received evidence reasonably sufficient to such counsel that the Company and the Seller have all requisite authorizations necessary for consummation by the Company and the Seller of the transactions contemplated hereby, and there has not been issued, and there is not in effect, any injunction or similar legal order prohibiting or restraining consummation of any of the transactions herein contemplated, and no legal or governmental action, proceeding or investigation that might reasonably be expected to result in any such injunction or order is pending.

(c) No Disputes with Auditors. As of the Effective Date, the Company has not had any disputes with its auditors.

(d) Proof of Election of and Resignations. On the Effective Date, the Company and the Seller shall deliver proof of the election of the persons selected by the Purchaser to the Board of Directors of the Company and as President of the Company, as well as the resignations of all of those persons who were the officers and directors of the Company before the Effective Date and following the election of the persons selected by the Purchaser as described herein.

(e) No Orders. There has not been issued, and there is not in effect, any injunction or similar legal order prohibiting or restraining consummation of any of the transactions herein contemplated, and no legal or governmental action, proceeding or investigation which might reasonably be expected to result in any such injunction or order is pending.

(f) Deliveries at the Effective Date. The Company and the Seller shall have delivered to the Purchaser at the Effective Date all of the documents required to be delivered hereunder.

(g) Certificates of Good Standing. The Company and the Seller shall have delivered to the Purchaser certificates or telegrams issued by appropriate governmental authorities evidencing the good standing of the Company as of a date not more than 10 days prior to the Effective Date, in the State of Nevada.

(h) Resolutions. The counsel for the Purchaser shall have received resolutions of a meeting of the Board of Directors of the Company pursuant to which this Agreement and the transactions contemplated hereby were duly and validly approved, adopted and ratified by the Board of Directors of the Company, all in form and content satisfactory to such counsel, authorizing (i) the execution, delivery and performance of this Agreement, (ii) such other documents and instruments as shall be necessary to consummate the transactions contemplated hereby and thereby, and (iii) all actions to be taken by the Company and the Seller hereunder.

(i) Other Matters. All corporate and other proceedings and actions taken in connection with the transactions contemplated hereby and all certificates, opinions, agreements, instruments and documents mentioned herein or incident to any such transaction shall be satisfactory in form and substance to the Purchaser and its counsel, whose approval shall not be unreasonably withheld.

6. The Nature and Survival of Representations, Covenants and Warranties. All statements and facts contained in any memorandum, certificate, instrument, or other document delivered by or on behalf of the parties hereto for information or reliance pursuant to this Agreement, shall be deemed representations, covenants and warranties by the parties hereto under this Agreement. All representations, covenants and warranties of the parties shall survive the Effective Date and all inspections, examinations, or audits on behalf of the parties, shall expire 18 months after the Effective Date.

7. Indemnification by the Seller. The Seller agrees to indemnify and hold harmless the Company and the Purchaser against and in respect to all damages (as hereinafter defined) up to \$65,000. Damages, as used

herein shall include any claim, salary, wage, action, tax, demand, loss, cost, expense, liability (joint or several), penalty, and other damage, including, without limitation, counsel fees and other costs and expenses reasonably incurred in investigating or attempting to avoid same or in opposition to the imposition thereof, or in enforcing this indemnity, resulting to the Company and the Purchaser from any inaccurate representation made by or on behalf of the Seller in or pursuant to this Agreement, breach of any of the warranties made by or on behalf of the Seller in or pursuant to this Agreement, or breach or default in the performance by the Seller of any of the obligations to be performed by them hereunder.

Notwithstanding anything contained in this Agreement to the contrary, the right to indemnification described in this paragraph shall expire 18 months after the Effective Date.

8. Records of the Company. For a period of five years following the Effective Date, the books of account and records of the Company pertaining to all periods prior to the Effective Date shall be available for inspection by the Seller for use in connection with tax audits.

9. Cooperation. The parties hereto will each cooperate with the other, at the other's request and expense, in furnishing information, testimony, and other assistance in connection with any actions, proceedings, arrangements, disputes with other persons or governmental inquiries or investigations involving the parties hereto or the transactions contemplated hereby.

10. Deliveries on the Effective Date by the Purchaser. On the Effective Date, the Purchaser shall deliver all documents and certifications required to be delivered hereunder. All documents reflecting any actions taken, received or delivered pursuant to this paragraph shall be reasonably satisfactory in form and substance to the Company and the Seller and their counsel.

11. Deliveries on the Effective Date by the Company and the Seller. On the Effective Date, the Company and the Seller shall deliver all documents and certifications required to be delivered hereunder. All documents reflecting any actions taken, received or delivered pursuant to this paragraph shall be reasonably satisfactory in form and substance to the Purchaser and its counsel.

12. No Assignment. This Agreement shall not be assignable by any party without the prior written consent of the other parties, which consent shall be subject to such party's sole, absolute and unfettered discretion.

13. Brokerage. The parties hereto agree to indemnify and hold harmless each other against, and in respect of, any claim for brokerage or other commissions relative to this Agreement, or the transactions contemplated hereby, based in any way on agreements, arrangements, understandings or contracts made by either party with a third party or parties whatsoever.

14. Mediation and Arbitration. All disputes arising or related to this Agreement must exclusively be resolved first by mediation with a mediator selected by the parties, with such mediation to be held in San Diego, California. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) Nevada law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in San Diego, California, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator's determination of the merits of the controversy. The exercise of such arbitration rights by any party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.

15. Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature or PDF copy shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

16. Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

17. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

18. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and delivered personally or sent by registered or certified United States mail, return receipt requested with postage prepaid, or by telecopy or e-mail, if to the Company and the Seller, addressed to Saveene Group Corp. at 2325 Hurontario Street, No. 170, Mississauga, Ontario, CANADA L5A 4K4, telephone (302) 261-3660, telecopier (416) 352-1428, and e-mail minamargroup@gmail.com; and if to the Purchaser, addressed to Mr. Michael Amezquita at 3525 Del Mar Heights Road, Suite 802, San Diego, California 92130, and telephone (562) 595-3916. Any party hereto may change his address upon ten (10) days' written notice to any other party hereto.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Series A Redeemable Preferred Stock.

20. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

21. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

22. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

23. Waiver. No course of dealing on the part of any party hereto or its agents, or any failure or delay by any such party with respect to exercising any right, power or privilege of such party under this Agreement or any instrument referred to herein shall operate as a waiver thereof, and any single or partial exercise of any such right, power or privilege shall not preclude any later exercise thereof or any exercise of any other right, power or privilege hereunder or thereunder.

24. Cumulative Rights. The rights and remedies of any party under this Agreement and the instruments executed or to be executed in connection herewith, or any of them, shall be cumulative and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

25. Invalidity. In the event any one or more of the provisions contained in this Agreement or in any instrument referred to herein or executed in connection herewith shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement or any such other instrument.

26. Headings. The headings used in this Agreement are for convenience and reference only and in no way define, limit, amplify or describe the scope or intent of this Agreement, and do not affect or constitute a part of this Agreement.

27. Excusable Delay. The parties shall not be obligated to perform and shall not be deemed to be in default hereunder, if the performance of a non-monetary obligation required hereunder is prevented by the occurrence of any of the following, other than as the result of the financial inability of the party obligated to



perform: acts of God, strikes, lock-outs, other industrial disturbances, acts of a public enemy, war or war-like action (whether actual, impending or expected and whether de jure or de facto), acts of terrorists, arrest or other restraint of government (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, sink holes, civil disturbances, explosions, breakage or accident to equipment or machinery, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination or other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of the party claiming the right to delay performance on account of such occurrence.

28. No Third-Party Beneficiary. Any agreement to pay an amount and any assumption of liability contained in this Agreement, express or implied, shall be only for the benefit of the undersigned parties and their respective successors and assigns (as herein expressly permitted), and such agreements and assumptions shall not inure to the benefit of the obligees or any other party, whomsoever, it being the intention of the parties hereto that no one shall be or be deemed to be a third-party beneficiary of this Agreement.

29. Time of the Essence. Time is of the essence of this Agreement.

30. Incorporation by Reference. The Attachments to this Agreement referred to or included herein constitute integral parts to this Agreement and are incorporated into this Agreement by this reference.

31. Press Releases and Public Announcements. No party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Effective Date without the prior written approval of the other parties; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly-traded securities (in which case the disclosing party will use its efforts to advise the other parties prior to making the disclosure).

32. Controlling Agreement. In the event of any conflict between the terms of this Agreement or any of the Other Agreements or exhibits referred to herein, the terms of this Agreement shall control.

33. Law Governing; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to any conflicts of laws provisions thereof. Each party hereby irrevocably submits to the personal jurisdiction of the United States District Court located in San Diego, California, as well as of the Courts of the State of California in San Diego, California over any suit, action or proceeding arising out of or relating to this Agreement. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such mediation, arbitration, suit, action or proceeding brought in any such county and any claim that any such mediation, arbitration, suit, action or proceeding brought in such county has been brought in an inconvenient forum.

34. Entire Agreement. This instrument and the attachments hereto contain the entire understanding of the parties and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.


IN WITNESS WHEREOF, the Seller, the Company, and the Purchaser have executed this Securities Purchase Agreement as of the date first written above.

NO BORDERS, INC.



By \_\_\_\_\_  
Irina Veselinovic, Chief Executive Officer

SAVEENE GROUP CORP.

By   
Hugo Rubio, Chief Executive Officer

---

MICHAEL AMEZQUITA

EMRY GROUP, INC.

By   
Miro Zecevic, President

Attachments:  
Attachment A Convertible Promissory Note

**EXHIBIT A**  
**CONVERTIBLE PROMISSORY NOTE**