

STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** (this "**Agreement**") is entered into as of this 5th day of February 2014, by and between **Gregory Lykiardopoulos** (hereafter referred to as the "**Seller**"), with a business address of 105 Barbaree Way, Tiburon, CA 94920, and **Green Cures, Inc.**, a California Corporation, the undersigned purchaser (hereafter referred to as the "**Purchaser**"), with a business address of 20201 Sherman Way, Winnetka, CA 91306. The Seller and the Purchaser may be individually referred to as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the Seller is the owner of all legal right, title and beneficial ownership in certain shares of common and preferred stock in Triton Distribution Systems, Inc. (hereafter referred to as "**Triton**"), a Colorado corporation whose stock is traded on the OTC Markets Exchange under the trading symbol: "TTDZ;"

WHEREAS, the Seller's shares in Triton consist of:

One (1) share of Restricted Series A Preferred Stock, also known as "Series A Super Preferred Stock", Certificate Number ZQ00000001, dated September 1, 2009;

One Million (1,000,000) shares of Restricted Series B Preferred Stock, Certificate Number ZQ00000001, dated September 1, 2009;

Eight Million (8,000,000) shares of Restricted Triton Common Stock, Certificate Number 1001, dated July 12, 2010;

One Hundred Million (100,000,000) shares of Restricted Triton Common Stock, Certificate Number 1507, dated November 1, 2010;

Two Hundred Million (200,000,000) shares of Restricted Triton Common Stock, Certificate Number 1592, dated May 17, 2012; and,

Four Million, Two Hundred and Fifty Thousand shares of Restricted Triton Common Stock, Certificate Number 1001, dated January 14, 2011

WHEREAS, the Seller and the Purchaser are executing and delivering this Agreement in reliance upon legal exemptions from the securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (hereafter, the "**Act**"), including, but not limited to Section 4.1 and the Safe Harbor Exemption of Rule 144;

WHEREAS, the Purchaser desires to acquire, and the Seller desires to sell the above referenced shares of Triton Restricted Common and Preferred Stock upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

I. SALE OF SECURITIES.

1.1 Incorporation of Recitals. The above Recitals are incorporated into this Agreement hereafter by reference as though fully set out. The Parties hereby waive any rule of construction that would prevent any arbitrator or court of competent jurisdiction from using and referring to the Recitals as a means of interpreting or enforcing this Agreement.

1.2 Sale of Securities. Subject to the terms and conditions of this Agreement, the Seller owns outright, all legal right, title and interest without competing claim in the shares of Preferred and Common Restricted Stock in Triton Distribution Systems, Inc. The Purchaser agrees to pay seventy thousand dollars (\$70,000.00) as consideration for its acquisition of Seller's Restricted Common and Preferred shares in Triton (the "**Purchase Price**").

1.3 Total Purchase Price Now Due and Owing. The Parties agree and acknowledge that at the closing of the sale to the Purchaser (the "**Closing**"), the total Purchase Price due by Purchaser to Seller is Seventy Thousand Dollars \$70,000.00.

1.4 The Closing. Subject to the satisfaction (or waiver) of the conditions set forth below, the Closing of the sale to the Purchaser shall take place on or before February 21, 2014 (or on such later date as is mutually agreed upon by the Parties) (the "**Closing Date**"). On the Closing Date, the Purchaser shall by wire transfer convey to the Seller seventy thousand dollars (\$70,000.00). Upon receipt and clearance of the wire transfer from Purchaser to Seller, the Seller shall send to the Purchaser the original stock certificates along with any stock powers and letters of direction to Action Stock Transfer, to the Purchaser.

II. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to the Purchaser as follows:

2.1 Organization of Triton. As of the date of this Agreement the Seller is an Affiliate and Control Person of Triton. Based upon his own personal knowledge as a Triton Control Person, Triton is duly organized, validly existing and in good standing under the laws of the State of Colorado and is qualified to conduct its business as a foreign corporation in each jurisdiction where the failure to be so qualified would have a material adverse effect on Triton. The Seller also represents that Triton's common stock is traded on the OTC Markets under the trading symbol "TTDZ," and that Triton is a Non-SEC Reporting Act Company, whose reporting and disclosure obligations are considered to be based on the "Alternative Reporting Standards" developed and implemented by the OTC Markets. The Seller represents to the Purchaser that as of the Closing Triton has complied with the Alternative Reporting Standards and Disclosure Requirements of a Non-Reporting SEC Act Company on the OTC Markets.

2.2 Authorization of Agreement, Etc. The Seller has all requisite power and authority (individual, trustee or otherwise) to execute, deliver, and perform his obligations under this Agreement, and the execution, delivery, and performance by the Seller of his obligations under the Agreement has been duly authorized by all requisite action on the part of the Seller and, when executed and delivered by the Seller, shall constitute the valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general

principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.3 Title to Property and Assets. The Seller owns the subject Triton Restricted Common and Preferred shares free and clear of any and all mortgages, deeds of trust, liens, encumbrances, adverse claims, actual or threatened litigation, and security interests.

2.4 Issuance of Common Stock. The shares of Triton Restricted Preferred and Common Stock have been duly authorized and, when conveyed by the Seller to the Purchaser at the Closing, all in accordance with the terms of the Agreement, will be duly and validly issued, fully paid, and non-assessable, free and clear of all liens.

2.5 No Pending Bankruptcy. There are no proceedings that are pending for, and the Seller is unaware of, any basis for the institution of any proceedings leading to Triton's respective dissolution or winding up, or the placing of Triton in bankruptcy or subject to any other laws governing the affairs of insolvent companies or persons;

2.6 Purchase of Assets, Assumption of Liabilities of Triton by Privileged World Travel Club, Inc. Pursuant to a separate agreement attached hereto as Exhibit A, Privileged World Travel Club, Inc. ("Privileged") has purchased all of the assets and assumed all liabilities and obligations of Triton, including any and all outstanding debts, notes, contracts, and other obligations of Triton, and that the Purchaser shall not be liable in any way for any debt or obligation of Triton, whether known or unknown, disclosed or undisclosed, including but not limited to any note, debt, or liability due as of the date of the Closing.

2.7 Privileged Registration Statement to Register Distribution of Privileged Shares to Triton Shareholders. The Purchaser and Seller understand, acknowledge, and agree that following the Closing, Triton shall own 4,062,500 shares of Privileged common stock (the "Privileged Shares"), and that it is the intent of the Purchaser to distribute the Privileged Shares to the shareholders of Triton. If counsel to the Purchaser determines that applicable rules and regulations require that a registration statement be filed to cover the distribution transaction, Seller agrees, as a control person of Privileged, to cause Privileged to file a registration statement to register the distribution of the Privileged Shares to the Triton shareholders, and to take all steps necessary to have such registration statement declared effective. The Purchaser and the Seller agree that Purchaser shall be responsible for all costs of the registration statement, including but not limited to filing fees, legal fees, and other fees and costs associated with the preparation and filing of the registration statement, and Seller agrees, as control person of Privileged, that Privileged will be responsible for engaging its auditor to review and take other steps necessary in connection with the filing of the registration statement and working to have it declared effective.

2.8 Common Stock; No Other Outstanding Shares of Preferred Stock. Seller, as control person of Triton, represents and warrants, as of the date of closing, (a) Common Stock: (i) that there are 2,000,000,000 shares of common stock authorized; 1,743,695,597 shares of common stock issued and outstanding; and 1,531,010,602 shares of freely tradable common stock (public float); (b) Preferred Stock: that other than the shares of preferred stock being transferred pursuant to this Agreement as outlined in the Recitals to this Agreement, there are no other shares of preferred stock outstanding as of the date of this Agreement.

III. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

The Purchaser hereby represents and warrants to the Seller as follows:

3.1 Authorization of the Agreement, Etc. The Purchaser has all requisite power and authority (corporate or otherwise) to execute, deliver, and perform its obligations under the Agreement, and the execution, delivery, and performance by the Purchaser of its obligations under the Agreement has been duly authorized by all requisite action on the part of the Purchaser and the Agreement, when executed and delivered by the Purchaser, shall constitute the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.2 Investment Representations. The Purchaser acknowledges that it is fully apprised and informed of Triton's status as a corporation formed and operating under the laws of the State of Colorado. Further, the Purchaser acknowledges being informed that Triton is not a "Reporting Company" under Sections 13 and 15d of the Securities and Exchange Act, and is therefore not obligated to file certain informational reports and periodic filings with the U.S. Securities and Exchange Commission. The Purchaser acknowledges that it has been fully informed that Triton is an "Alternative Reporting" company on the OTC Markets, and that Triton has, from time to time, filed informational and financial disclosures on the OTC Markets. The Purchaser acknowledges having had full and fair opportunity to review Triton's informational and financial disclosures on the OTC Markets, and to the extent the Purchaser found it prudent and reasonable, had a full and fair opportunity to meet and confer with its own legal and financial consultants and advisors regarding the Agreement. The Purchaser acknowledges having obtained certain information from Triton, including, but not limited to: Triton's exact name, its business address and contact information, its state of incorporation, the exact title and class of its securities, the par value for those securities, the total number of outstanding shares, the name and address of Triton's transfer agent, the nature of the Triton's business, the nature and extent of the Triton's facilities, the names of Triton's chief executive officers and board of directors and Triton's most recent balance sheet, profit and loss statement and any retained earnings statement.

3.3 With respect to the shares of Triton Preferred and Common Restricted Stock acquired by the Purchaser, the Purchaser acknowledges that the Triton Preferred and Common Restricted Stock have not been registered under the Securities Act of 1933, and accordingly are "Restricted Securities" within the meaning of Rule 144 of the Act, as that term is defined in Title 17 Part 230.144 of the Federal Code of Regulations. As such, the Restricted Securities may not be resold or transferred unless Triton registers them, or has received an opinion of counsel reasonably satisfactory to Triton that such resale or transfer is exempt from the registration requirements of that Act. The Purchaser acknowledges that acknowledges that no public market exists for the Triton Preferred and Common Restricted Stock acquired in this Agreement. The Purchaser understands that no assurance can be given that such a trading market will develop at any time, or, if so developed, that it will continue.

3.4 Purchase for Own Account. The Purchaser is acquiring the Triton Preferred and Common Restricted Stock for its own account, and not with a view towards a public distribution of those shares as an underwriter for Triton, or the Seller as an Affiliate of Triton. The Purchaser acknowledges that it is not acquiring the Triton Preferred and Common Restricted

Stock as the result of any advertisement or solicitation, including any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase, from either Triton or the Seller as an Affiliate of Triton, regarding its investment in the Triton Preferred and Common Restricted Stock acquired by virtue of this Agreement. The Triton Preferred and Common Restricted Stock to be acquired by the Purchaser hereunder will be purchased for investment purposes and for the Purchaser's own account, not as a nominee or agent, and not with a view to the public resale or distribution thereof within the meaning of the Securities Act, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing such Triton Preferred and Common Restricted Stock.

3.5 Disclosure of Information. The Purchaser has received or has had full access to all the information the Purchaser considers necessary or appropriate to make an informed investment decision with respect to the Triton Preferred and Common Restricted Stock to be acquired by the Purchaser as a result of this Agreement. The Purchaser further has had an opportunity to ask questions of and receive answers from the management of Triton regarding the Triton Preferred and Common Restricted Stock, and to obtain additional information necessary to verify any information furnished to the Purchaser or to which the Purchaser had access. Further, the Purchaser has undertaken its own review of the business of Triton and the wisdom of an investment in the Triton Preferred and Common Restricted Stock. The Purchaser has had the opportunity to review all of the books, records and all OTC Markets filings of Triton, including all of Triton unaudited financial statements, financial disclosures and risk factors that Triton has published concerning its operations as a Non-Reporting, Alternative Reporting OTC Markets company. The Purchaser acknowledges being knowledgeable about Alternative Reporting OTC companies and the risk factors associated with such companies, including, but not limited to: there being no requirement that Triton's financials be audited by an independent auditor regulated by the Public Company Accounting Oversight Board.

3.6 Investment Experience. The Purchaser understands that the acquisition of the Triton Preferred and Common Restricted Stock involves substantial risk. The Purchaser has experience as an investor in securities of private companies and companies in the development stage and acknowledges that the Purchaser is able to fend for itself, can bear the economic risk of the Purchaser's investment in the Triton Preferred and Common Restricted Stock and has such knowledge and experience in financial or business matters that the Purchaser is capable of evaluating the merits and risks of this investment in the Triton Preferred and Common Restricted Stock and protecting its own interests in connection with this investment.

3.7 Accredited Investor Status. The Purchaser is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act.

3.8 Restricted Securities-Triton's Options. The Purchaser represents that the Purchaser is familiar with the requirements of Rule 144 of the Securities Act, as presently in effect, and understands the resale limitations imposed thereby. The Purchaser understands that Triton is under no obligation to register any of the shares of Triton Preferred and Common Restricted Stock acquired hereunder. The Purchaser understands that no public market now exists for the Triton Preferred and Common Restricted Stock and that it is uncertain whether a public market will ever exist.

3.9 Compliance with Laws. Without in any way limiting the representations set forth above, the Purchaser further agrees not to make any disposition of all or any portion of the

shares of Triton Preferred and Common Restricted Stock, except in compliance with applicable securities laws.

3.10 Legend. It is understood that the certificates evidencing the shares of Triton Preferred and Common Restricted Stock will bear a legend substantially in the form set forth below.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTION. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

3.11 Indemnification by the Purchaser. The Purchaser hereby agrees to indemnify and defend (with counsel acceptable to the Seller) the Seller and Triton and its officers, directors, employees, agents, attorneys and affiliates and hold them harmless from and against any and all liability, loss, damage, cost, or expense, including costs and reasonable attorneys' fees, incurred on account of or arising from:

(i) any breach of or inaccuracy in any of the Purchaser's representations, warranties, or agreements made herein, in any Agreement, or in any document or instrument contemplated hereby or thereby; and

(ii) any action, suit, or proceeding based on a claim that the Purchaser's representations, warranties or agreements made herein, in any Agreement, or in any document or instrument contemplated hereby or thereby, were inaccurate or misleading, or otherwise cause for obtaining damages or redress from the Seller and Triton or any current or former officer, director, employee, agent or affiliate of Triton.

IV. CONDITIONS TO THE SELLER'S OBLIGATIONS AT CLOSING

The obligations of the Seller under Article I of this Agreement are subject to the fulfillment or waiver, on or before each Closing, of each of the following conditions:

4.1 Representations and Warranties True. Each of the representations and warranties of Seller contained in Article II shall be true and complete on and as of any Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

4.2 Performance. The Seller shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by him on or before each Closing and shall have obtained all approvals, consents and qualifications necessary to complete the purchase and sale of the Triton Preferred and Common Restricted Stock described herein.

4.3 Securities Exemptions. The offer and sale of Triton Preferred and Common Restricted Stock to the Purchaser pursuant to this Agreement will be exempt from the registration requirements of the Securities Act and the registration and/or qualification requirements of all other applicable state securities laws.

4.4 No Material Adverse Change. There shall have been no material adverse change in the business, financial condition, or assets of Triton.

V. CONDITIONS TO THE PURCHASER'S OBLIGATIONS AT CLOSING

The obligations of the Corporation to the Purchaser under this Agreement are subject to the fulfillment or waiver on or before each Closing of each of the following conditions by the Purchaser:

5.1 Representations and Warranties. The representations and warranties of the Purchaser contained in Article III shall be true and complete on the date of any Closing with the same effect as though such representations and warranties had been made on and as of such Closing.

5.2 Payment of Purchase Price. The Purchaser shall have delivered to the Corporation the full purchase price for all the Triton Preferred and Common Restricted Stock to be acquired by the Purchaser hereunder in accordance with the provisions of Article I of this Agreement.

5.3 Securities Exemptions. The offer and sale of the Units to the Purchasers pursuant to this Agreement shall be exempt from the registration requirements of the Securities Act and the registration and/or qualification requirements of all other applicable state securities laws.

VI. MISCELLANEOUS PROVISIONS

6.1 Survival of Warranties. The representations, warranties and covenants of the Seller and the Purchaser contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and each Closing.

6.2 Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, executors, administrators and legal representatives.

6.3 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of San Diego, California, for the adjudication of any dispute hereunder or in connection herewith, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that

such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such Party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HERewith OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

6.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or other electronic means (including, without limitation, as a .pdf or .tif file), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature page were an original thereof.

6.5 Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

6.6 Notices. Any and all notices required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such Party sufficient notice under this Agreement on the earliest of the following: (i) at the time of personal delivery, if delivery is in person; (ii) one business day after deposit with an express overnight courier for deliveries within the United States, or three business days after such deposit for international deliveries with an international express courier, with proof of delivery from the courier requested; or (iii) three business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for international delivery will be sent by international express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the Party to be notified at the address as follows, or at such other address as such other Party may designate by one of the indicated means of notice herein to the other Parties hereto as follows:

(a) if to the Purchaser:

20201 Sherman Way, Winnetka, CA 91306

(b) if to the Seller:

105 Barbaree Way, Tiburon, CA 94920

6.7 Costs, Expenses. Each Party is responsible for the payment of its own costs and expenses incurred in the negotiation and execution of this Agreement.

6.8 Amendments and Waivers. Any term of this Agreement may be amended and

the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the signed written consent of the Seller and the Purchaser. Any amendment or waiver affected in accordance with this Section shall be binding upon the Purchaser and the Seller. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

6.9 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

6.10 Entire Agreement. This Agreement and the documents referred to herein, constitute the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersede any and all prior understandings and agreements, whether verbal or written, between or among the Parties hereto with respect to the specific subject matter hereof.

6.11 Further Assurances. The Parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

6.12 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

6.13 Costs and Attorneys' Fees. In the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement or any transaction contemplated hereunder, the prevailing Party shall recover all of such Party's costs and attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions there from.

6.14 Independence of Agreements, Covenants, Representations and Warranties. All agreements and covenants hereunder shall be given independent effect so that if a certain action or condition constitutes a default under a certain agreement or covenant, the fact that such action or condition is permitted by another agreement or covenant shall not affect the occurrence of such default, unless expressly permitted under an exception to such covenant. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of or a breach of a representation and warranty hereunder.

6.15 Preparation of Agreement. The Seller prepared this Agreement and the Agreements solely on his behalf. Each Party to this Agreement acknowledges that: (i) the Party had the advice of, or sufficient opportunity to obtain the advice of, legal counsel separate and

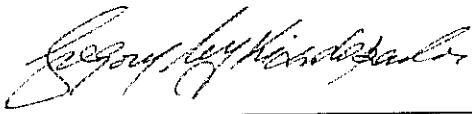
independent of legal counsel for any other Party hereto; (ii) the terms of the transactions contemplated by this Agreement are fair and reasonable to such Party; and (iii) such Party has voluntarily entered into the transactions contemplated by this Agreement without duress or coercion. Each Party further acknowledges that such Party was not represented by the legal counsel of any other Party hereto in connection with the transactions contemplated by this Agreement, nor was he or it under any belief or understanding that such legal counsel was representing his or its interests. Each Party agrees that no conflict, omission, or ambiguity in this Agreement, or the interpretation thereof, shall be presumed, implied, or otherwise construed against any other Party to this Agreement on the basis that such Party was responsible for drafting this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Securities Purchase Agreement as of the date first written above.

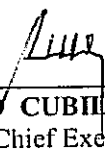
SELLER:

GREGORY LYKIARDOPOULOS

By: 
Name: **GREGORY LYKIARDOPOULOS**

PURCHASER:

GREEN CURE, INC.

By: 
Name: **JULIO CUBILLAS**
Its: President, Chief Executive Officer