GENERAL CANNABIS, INC.

a Nevada corporation

Current Report
November 19, 2010

CURRENT REPORT

Current Information Regarding

GENERAL CANNABIS, INC.

The following information is provided as to General Cannabis, Inc. (referred to as "we," "us," "our," the "Issuer" or the "Company"). This information is provided pursuant to the Guidelines for Providing Adequate Current Information created by Pink OTC Markets, and is intended by the Issuer to be in compliance with Rules 10b-5 and 15c2-11 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 144 of the Securities Act of 1933 (the "Securities Act").

1. Entry into a Material Definitive Agreement.

On November 19, 2010, we entered into an Agreement and Plan of Reorganization and Merger (the "Purchase Agreement") pursuant to which we acquired 100% of the membership interests of Weedmaps, LLC, Nevada limited liability company.

As consideration for the purchase, we issued an aggregate of Sixteen Million Four Hundred Thousand (16,400,000) shares of our common stock to two individuals, Justin Hartfield and Keith Hoerling. As further consideration for the purchase, we issued four (4) Secured Promissory Notes, two (2) to each of Hartfield and Hoerling. The total principal amount of the notes is Three Million Six Hundred Thousand Dollars ($3,600,000), one half of which is due on January 10, 2012, and the other half of which is due on January 10, 2013. The notes pay interest at the rate of 0.35% per annum. Pursuant to a Consulting Agreement with Douglas Francis, one of our officers and directors, a cash consulting fee of One Million Eight Hundred Thousand Dollars ($1,800,000) is payable to Francis, one-half on January 10, 2012 and the other half on January 10, 2013. Hartfield and Hoerling can collectively earn up to an aggregate of Sixteen Million (16,000,000) additional shares of our common stock pursuant to certain earn-out provisions in the Purchase Agreement. All of the shares of common stock issued or to be issued to Hartfield and Hoerling are subject to the terms of a Lock-Up Agreement whereby none of the shares may be sold prior to June 30, 2011, up to twenty five percent (25%) of the shares may be sold beginning on June 30, 2011, and the remaining shares may be sold beginning on November 30, 2011.

Also on November 19, 2010, we entered into at-will employment agreements with each of Hartfield and Hoerling, with compensation to each of Thirty Thousand Dollars ($30,000) per month.

3. Completion of Acquisition or Disposition of Assets, Including but not Limited to Mergers.

See the disclosure in connection with Item 1, above.

8. Sales of Equity Securities.

See the disclosure in connection with Item 1, above. Each of the issuances was exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, and each of the investors was accredited and had access to information necessary to make an investment decision. The

shares were all restricted securities as described in Rule 144 pursuant to the Securities Act of 1933.

Exhibits.

Material Contracts.

Exhibit No.	Description
M-2	Agreement and Plan of Reorganization and Merger dated November 19, 2010
M-3	Secured Promissory Note issued to Justin Hartfield in the Principal Amount of $900,000 dated November 19, 2010 and due January 10, 2012
M-4	Secured Promissory Note issued to Justin Hartfield in the Principal Amount of $900,000 dated November 19, 2010 and due January 10, 2013
M-5	Secured Promissory Note issued to Keith Hoerling in the Principal Amount of $900,000 dated November 19, 2010 and due January 10, 2012
M-6	Secured Promissory Note issued to Keith Hoerling in the Principal Amount of $900,000 dated November 19, 2010 and due January 10, 2013
M-7	Security Agreement dated November 19, 2010
M-8	Lock-Up Agreement dated November 19, 2010
M-9	Employment Agreement with Justin Hartfield dated November 19, 2010
M-10	Employment Agreement with Keith Hoerling dated November 19, 2010
M-11	Consulting Agreement with Douglas Francis dated November 19, 2010

Dated this 22nd day of November, 2010, at Costa Mesa, California.

General Cannabis, Inc.,
a Nevada corporation

_____

By: James Pakulis
Its: Chief Executive Officer

Dated this 22nd day of November, 2010, at Costa Mesa, California.

General Cannabis, Inc.,
a Nevada corporation

By: James Pakulis
Its: Chief Executive Officer

AGREEMENT AND PLAN OF REORGANIZATION AND MERGER

by and between

Weedmaps, LLC,
a Nevada limited liability company,

and its Members

on the one hand

and

LC Luxuries Limited,
a Nevada corporation,

and

LC Merger Corp.,
a Nevada corporation

on the other hand

AGREEMENT AND PLAN OF REORGANIZATION AND MERGER

This AGREEMENT AND PLAN OF REORGANIZATION AND MERGER (this "**Agreement**") is dated as of November 19, 2010, by and among Weedmaps, LLC, a Nevada limited liability company ("**Weedmaps**"), and its two members, namely Justin Hartfield, an individual ("**Hartfield**"), and Keith Hoerling, an individual ("**Hoerling**" and, together with Hartfield, each a "**Member**" and collectively the "**Members**"), on the one hand, and LC Luxuries Limited, a Nevada corporation ("**LCLX**"), and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of LCLX ("**LC Merger Sub**" and, together with LCLX, "**LCLL**"), on the other hand. Each of Weedmaps, the Members, and LCLL shall be referred to herein as a "**Party**" and collectively as the "**Parties**."

W I T N E S S E T H

WHEREAS, LCLX and Weedmaps have determined that a business combination between them is advisable and in the best interests of their respective companies and stockholders and members, and presents an opportunity for their respective companies to achieve long-term strategic and financial benefits;

WHEREAS, LCLX has proposed to acquire Weedmaps pursuant to a merger transaction whereby, pursuant to the terms and subject to the conditions of this Agreement, Weedmaps shall merge with and into LC Merger Sub (the "**Merger**");

WHEREAS, the Members collectively own 100% of the issued and outstanding membership interests of Weedmaps (the "**Weedmaps Membership Interests**"), as set forth in Exhibit A attached hereto;

WHEREAS, the Parties desire and intend that the transactions contemplated by this Agreement be treated as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the premises and respective mutual agreements, covenants, representations and warranties herein contained, it is agreed between the Parties hereto as follows:

ARTICLE 1
MERGER

1.1 Weedmaps Membership Interests. At the Closing (as defined in Section 4.1), subject to the terms and conditions herein set forth, and on the basis of the representations, warranties and agreements herein contained, Weedmaps shall be merged with and into LC Merger Sub, with LC Merger Sub surviving as a wholly owned subsidiary of LCLX, and the Members shall exchange all of the Weedmaps Membership Interests in consideration of payment by LCLL of the Purchase Price (as defined below).

1.2 Purchase Price. In exchange for the Weedmaps Membership Interests, LCLX shall pay the sum of Sixty Nine Million Two Hundred Thousand Dollars ($69,200,000) (the "**Purchase Price**"), pro-rata to each of the Members in proportion to their shares of the Weedmaps Membership Interests, in the form and payable as follows:

1.2.1 Sixty Five Million Six Hundred Thousand Dollars ($65,600,000) (the "**Stock Consideration**"), payable in the form of Sixteen Million Four Hundred Thousand (16,400,000) shares of common stock of LCLX (the "**LCLX Shares**"), to be issued in equal parts to the Members at the Closing so each Member will receive 8,200,000 shares. Notwithstanding the foregoing, if the average closing price for the LCLX common stock for the thirty (30)-day period that ends on the Closing Date is less than Four Dollars ($4.00) per share, then LCLX shall issue to the Members that number of additional shares of LCLX common stock so that the aggregate value is equal to the Stock Consideration. At the Closing, LCLX and each of the Members will enter into a Lock-Up Agreement (the "**Lock-Up Agreement**") whereby each Member will be entitled to sell twenty five percent (25%) of their portion of the Stock Consideration beginning on June 30, 2011, and the remainder on November 30, 2011;

1.2.2 One Million Eight Hundred Thousand Dollars ($1,800,000) in cash (the "**First Cash Consideration**"), pursuant to two (2) promissory notes (the "**2012 Promissory Notes"**) payable to the Members in the amounts set forth on Exhibit A hereto on January 10, 2012. The 2012 Promissory Notes shall be in the form attached hereto as Exhibit B-1.

1.2.3 One Million Eight Hundred Thousand Dollars ($1,800,000) in cash (the "**Second Cash Consideration**"), pursuant to two (2) promissory notes (the "**2013 Promissory Notes"**) payable to the Members in the amounts set forth on Exhibit A hereto on January 10, 2013. The 2013 Promissory Notes shall be in the form attached hereto as Exhibit B-2.

1.2.4 The 2012 Promissory Notes and the 2013 Promissory Notes shall be secured by a pledge of all the assets of Weedmaps and all Weedmaps Membership Interests being exchanged by the Members hereunder for the Purchase Price pursuant to a Security Agreement in the form attached hereto as Exhibit C.

1.2.5 Each of the Members shall be entitled to receive additional consideration in the form of common stock of LCLX based on earn-out provisions set forth in Exhibit F (the "**Earn-Out Provisions**"). For purposes of this Agreement, shares issued pursuant to this Section 1.2.5 shall be included as LCLX Shares. On and after the Closing and for so long as any shares are issuable to the Members pursuant to the Earn-Out Provisions (the "**Special Operation Period**"), LCLL will (i) permit the Members to have control over the day-to-day operations of Merger Sub so long as their actions are taken in accordance with a budget for Merger Sub's operations that has been mutually agreed between LCLX and the Members (the "**Special Operation Budget**") for the applicable periods, (ii) not terminate any employee of Merger Sub without the Members' consent, (iii) not change any existing accounting practice or policy of LCLX on the one hand or of Merger Sub on

the other hand so that Merger Sub shall not account in a manner that is materially different from the way Weedmaps accounted for its gross revenues prior to the Closing, (iii) support the financial, management, sales, marketing and engineering resources of Merger Sub as the successor to Weedmaps to enable it to operate in a manner consistent with past practices of Weedmaps, (iv) operate Merger Sub as a separate corporation and shall not liquidate, dissolve, or merge Merger Sub with or into any other corporation or other legal entity and shall not transfer any portion of the assets of Weedmaps to any corporation or legal entity other than Merger Sub. LCLL shall in no event take into consideration the earn-out consideration, or any other commitments under this Agreement in its decisions as to the operation of Merger Sub as the successor to Weedmaps during the Special Operation Period. LCLL agrees that it will not change the Special Operation Budget during the Special Operation Period without the Members' prior consent.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF WEEDMAPS AND THE MEMBERS

2.1 Representations and Warranties of Weedmaps and the Members. To induce LCLL to enter into this Agreement and to consummate the transactions contemplated hereby, Weedmaps and the Members, and each of them, represent and warrant as of the date hereof and as of the Closing, as follows:

2.1.1 Authority of Weedmaps and the Members; Transfer of Weedmaps Membership Interests. Weedmaps and the Members have the full right, power and authority to enter into this Agreement and to carry out and consummate the transactions contemplated herein. This Agreement, and all of the Exhibits attached hereto, constitutes the legal, valid and binding obligation of Weedmaps and the Members. As of the Closing, the Members shall hold title in and to the Weedmaps Membership Interests free and clear of all liens, security interests, pledges, encumbrances, charges, restrictions, demands, and claims of any kind or nature whatsoever, whether direct or indirect or contingent, other than customary restrictions imposed by the securities laws.

2.1.2 Corporate Existence of Weedmaps. Weedmaps is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nevada. Weedmaps has all requisite corporate power, franchises, licenses, permits and authority to own its properties and assets and to carry on its business as it has been and is being conducted. Weedmaps is in good standing in each state, nation or other jurisdiction wherein the character of the business transacted by it makes such qualification necessary. As of the Closing, Weedmaps will have elected to be taxed as a "C" corporation for federal tax purposes.

2.1.3 Capitalization of Weedmaps. The capitalization of Weedmaps is set forth in Exhibit A. No other equity interests of Weedmaps are issued and outstanding. All of the issued and outstanding membership interests have been duly and validly issued in accordance and compliance with all applicable laws, rules and regulations and are fully

paid and nonassessable. There are no options, warrants, rights, calls, commitments, plans, contracts or other agreements of any character granted or issued by Weedmaps which provide for the purchase, issuance or transfer of any membership interests of Weedmaps nor are there any outstanding securities granted or issued by Weedmaps that are convertible into any membership interests of Weedmaps, and none is authorized. Weedmaps is not obligated or committed to purchase, redeem or otherwise acquire any of its equity. All presently exercisable voting rights in Weedmaps are vested exclusively in its outstanding membership interests, and other than as may be contemplated by this Agreement and the Operating Agreement for Weedmaps LLC, there are no voting trusts or other voting arrangements with respect to any of Weedmaps' equity securities.

2.1.4 Subsidiaries. "**Subsidiary**" or "**Subsidiaries**" means all corporations, trusts, partnerships, associations, joint ventures or other Persons, as defined below, of which a corporation or limited liability company or any other Subsidiary of such corporation or limited liability company owns not less than twenty percent (20%) of the voting securities or other equity or of which such corporation or limited liability company or any other Subsidiary of such corporation or limited liability company possesses, directly or indirectly, the power to direct or cause the direction of the management and policies, whether through ownership of voting shares, management contracts or otherwise. "**Person**" means any individual, corporation, trust, association, partnership, proprietorship, joint venture or other entity. Weedmaps has no Subsidiaries.

2.1.5 Execution of Agreement. The execution, delivery and performance of this Agreement and the completion of the transactions contemplated by this Agreement have been authorized by all necessary corporate action on the part of each of Weedmaps and the Members and no other corporate proceedings or approvals are required on the part of Weedmaps or the Members to authorize this Agreement or to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not: (a) violate, conflict with, modify or cause any default under or acceleration of (or give any Party any right to declare any default or acceleration upon notice or passage of time or both), in whole or in part, any charter, article of incorporation or organization, bylaw, operating agreement, mortgage, lien, deed of trust, indenture, lease, agreement, instrument, order, injunction, decree, judgment, law or any other restriction of any kind to which Weedmaps or the Members are a party or by which any of them or any of their properties are bound; (b) result in the creation of any security interest, lien, encumbrance, adverse claim, proscription or restriction on any property or asset (whether real, personal, mixed, tangible or intangible), right, contract, agreement or business of Weedmaps or the Members; (c) violate any law, rule or regulation of any federal or state regulatory agency; or (d) permit any federal or state regulatory agency to impose any restrictions or limitations of any nature on Weedmaps or the Members or any of their respective actions.

2.1.6 Securities Representations. The Members, and each of them individually, hereby represent and warrant as of the date hereof and as of the Closing, as follows:

(a) *Purchase for Own Account*. Each of the Members represents that he is acquiring the LCLX Shares solely for his own account and beneficial interest for investment and not for sale or with a view to distribution of the LCLX Shares or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

(b) *Ability to Bear Economic Risk*. Each of the Members acknowledges that an investment in the LCLX Shares involves a high degree of risk, and represents that he is able, without materially impairing his financial condition, to hold the LCLX Shares for an indefinite period of time and to suffer a complete loss of his investment.

(c) *Access to Information*. The Members acknowledge that they have been furnished with such financial and other information concerning LCLX, the directors and officers of LCLX, and the business and proposed business of LCLX as the Members consider necessary in connection with their investment in the LCLX Shares. As a result, the Members are thoroughly familiar with the proposed business, operations, properties and financial condition of LCLX and have discussed with officers of LCLX any questions the Members may have had with respect thereto. The Members understand:

(i) The risks involved in this investment, including the speculative nature of the investment;

(ii) The financial hazards involved in this investment, including the risk of losing the Members' entire investment;

(iii) The lack of liquidity and restrictions on transfers of the LCLX Shares; and

(iv) The tax consequences of this investment.

The Members have consulted with their own legal, accounting, tax, investment and other advisers with respect to the tax treatment of an investment by the Members in the LCLX Shares and the merits and risks of an investment in the LCLX Shares. Nothing herein shall be deemed to limit, modify or be construed as a waiver of the indemnity of Weedmaps or the Members set forth in Section 6.2.1 hereof.

(d) *Shares Part of Private Placement*. The Members have been advised that the LCLX Shares have not been registered under the Securities Act of 1933, as amended (the "**Act**"), or qualified under the securities law of any state, on the ground, among others, that no distribution or public offering of the LCLX Shares is to be effected and the LCLX Shares will be issued by LCLX in connection with a transaction that does not involve any public offering within the

meaning of section 4(2) of the Act and/or Regulation D as promulgated by the SEC under the Act, and under any applicable state blue sky authority. The Members understand that LCLX is relying in part on the Members' representations as set forth herein for purposes of claiming such exemptions and that the basis for such exemptions may not be present if, notwithstanding the Members' representations, the Members have in mind merely acquiring the LCLX Shares for resale on the occurrence or nonoccurrence of some predetermined event. The Members have no such intention.

(e) *Members Not Affiliated with Company*. The Members, either alone or with their professional advisers (i) are unaffiliated with, have no equity interest in, and are not compensated by, LCLX or any affiliate or selling agent of LCLX, directly or indirectly (other than as set forth in Schedule 2.1.6(e)); (ii) have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of an investment in the LCLX Shares; and (iii) have the capacity to protect their own interests in connection with their proposed investment in the LCLX Shares.

(f) *Further Limitations on Disposition*. The Members further acknowledge that the LCLX Shares are restricted securities under Rule 144 of the Act, and, therefore, any certificates reflecting the ownership interest in the LCLX Shares will contain a restrictive legend substantially similar to the following:

> THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

Without in any way limiting the representations set forth above, the Members further agree not to make any disposition of all or any portion of the LCLX Shares unless and until:

(i) There is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) Such Member shall have obtained the consent of LCLX and notified LCLX of the proposed disposition and shall have furnished LCLX with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by LCLX, the Member shall have furnished LCLX with an opinion of counsel, reasonably

satisfactory to LCLX, that such disposition will not require registration under the Act or any applicable state securities laws.

Notwithstanding the provisions of subparagraphs (i) and (ii) above, no such registration statement or opinion of counsel shall be necessary for a transfer by such Member to a partner (or retired partner) of Member, or transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were Members hereunder as long as the consent of LCLX is obtained, which consent shall not be unreasonably withheld.

(g) *Accredited Investor Status (Please check one, attach additional pages if necessary).* Each of:

Hartfield, and	Hoerling
_____ is	_____ is
_____ is not	_____ is not

an "accredited investor" as such term is defined in Rule 501 under the Act because each Member either:

(i) has a net worth of at least $1,000,000 (for purposes of this question, the Member may include spouse's net worth and may include the fair market value of home furnishings and automobiles, but must exclude from the calculation the value of Member's primary residence and the related amount of any indebtedness on primary residence up to the fair market value of the primary residence (any indebtedness that exceeds the fair market value of the primary residence must be deducted from net worth calculation)), **or**

(ii) had an individual income of more than $200,000 in each of the two most recent calendar years, and reasonably expects to have an individual income in excess of $200,000 in the current calendar year; or along with Member's spouse had joint income in excess of $300,000 in each of the two most recent calendar years, and reasonably expects to have a joint income in excess of $300,000 in the current calendar year.

For purposes of this Agreement, "individual income" means "adjusted gross income" as reported for Federal income tax purposes, exclusive of any income attributable to a spouse or to property owned by a spouse and increased by

the following amounts: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended, (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of form 1040), (iii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Sections 1202 of the Internal Revenue Code as it was in effect prior to enactment of the Tax Reform Act of 1986.

For purposes of this Agreement, "joint income" means, "adjusted gross income," as reported for Federal income tax purposes, including any income attributable to a spouse or to property owned by a spouse, and increased by the following amounts: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code as it was in effect prior to enactment of the Tax Reform Act of 1986.

(h) *Purchaser Qualifications*. Each Member is over 21 years of age.

(i) *No Backup Withholding.* The Social Security Number or taxpayer identification shown in this Agreement is correct, and the Member is not subject to backup withholding because (i) the Member has not been notified that he or she is subject to backup withholding as a result of a failure to report all interest and dividends or (ii) the Internal Revenue Service has notified the Member that he or she is no longer subject to backup withholding.

2.1.7 Taxes.

(a) Except as set forth in Schedule 2.1.7(a), all taxes, assessments, fees, penalties, interest and other governmental charges with respect to Weedmaps and its Subsidiaries which have become due and payable on the date hereof have been paid in full or adequately reserved against by Weedmaps, (including without limitation, income, property, sales, use, franchise, capital stock, excise, added value, employees' income withholding, social security and unemployment taxes);

(b) There are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment of any tax or deficiency against Weedmaps or its Subsidiaries, nor are there any actions, suits, proceedings, investigations or claims now pending against Weedmaps or its Subsidiaries in respect of any tax or assessment, nor are there any matters under discussion with any federal, state, local or foreign authority relating to any taxes or assessments, or any claims for additional taxes or assessments asserted by any

such authority, and to the knowledge of Weedmaps and the Members there is no basis for the assertion of any additional taxes or assessments against Weedmaps or its Subsidiaries; and

(c) Notwithstanding any other provision herein, Weedmaps and the Members make no representation with regard to any matter covered by the Tax Indemnity set forth in Section 6.2.1 hereof.

2.1.8 Disputes and Litigation. Except as set forth in Schedule 2.1.8, (a) there is no suit, action, litigation, proceeding, investigation, claim, complaint, or accusation pending, threatened against or affecting Weedmaps, its Subsidiaries, or any of their properties, assets or business or to which they are a party, in any court or before any arbitrator of any kind or before or by any governmental agency (including, without limitation, any federal, state, local, foreign or other governmental department, commission, board, bureau, agency or instrumentality), and to the knowledge of Weedmaps and the Members there is no basis for such suit, action, litigation, proceeding, investigation, claim, complaint, or accusation; (b) to the knowledge of Weedmaps and the Members, there is no pending or threatened change in any environmental, zoning or building laws, regulations or ordinances which affect or could affect Weedmaps, its Subsidiaries, or any of their properties, assets or businesses; and (c) there is no outstanding order, writ, injunction, decree, judgment or award by any court, arbitrator or governmental body against or affecting Weedmaps, its Subsidiaries, or any of their properties, assets or business. There is no litigation, proceeding, investigation, claim, complaint or accusation, formal or informal, or arbitration pending, or any of the aforesaid threatened, or any contingent liability which would give rise to any right of indemnification or similar right on the part of any director or officer of Weedmaps or its Subsidiaries, or any such person's heirs, executors or administrators as against Weedmaps or its Subsidiaries.

2.1.9 Compliance with Laws. Except as set forth in Schedule 2.1.9, to the knowledge of Weedmaps and the Members, Weedmaps and its Subsidiaries have at all times been, and presently are, in full compliance with, and have not received notice of any claimed violation of, any applicable federal, state, local, foreign and other laws, rules and regulations. Weedmaps and its Subsidiaries have filed all returns, reports and other documents and furnished all information known by Weedmaps and the Members to be required or that has been requested by any federal, state, local or foreign governmental agency and all such returns, reports, documents and information are, to the knowledge of Weedmaps and the Members, true and complete in all material respects. All permits, licenses, orders, franchises and approvals of all federal, state, local or foreign governmental or regulatory bodies known by Weedmaps and the Members to be required of Weedmaps and its Subsidiaries for the conduct of their business have been obtained, no violations are or have been recorded in respect of any such permits, licenses, orders, franchises and approvals, and there is no litigation, proceeding, investigation, arbitration, claim, complaint or accusation, formal or informal, pending or threatened, which may revoke, limit, or question the validity, sufficiency or continuance of any such permit, license, order, franchise or approval. Such permits, licenses, orders, franchises and

approvals are valid and, to the knownledge of Weedmaps and the Members, sufficient for all activities presently carried on by Weedmaps and its Subsidiaries.

2.1.10 Guaranties. Weedmaps and its Subsidiaries have not guaranteed any dividend, obligation or indebtedness of any Person; nor has any Person guaranteed any dividend, obligation or indebtedness of Weedmaps or its Subsidiaries.

2.1.11 Books and Records. Weedmaps and its Subsidiaries keep their books, records and accounts (including, without limitation, those kept for financial reporting purposes and for tax purposes) in accordance with good business practice and in sufficient detail to reflect the transactions and dispositions of their assets, liabilities and equities. The minute books of Weedmaps and its Subsidiaries contain records of their members' and directors' meetings and of action taken by such members and directors. The meetings of directors and members referred to in such minute books were duly called and held, and the resolutions appearing in such minute books were duly adopted. The signatures appearing on all documents contained in such minute books are the true signatures of the persons purporting to have signed the same. Attached hereto as Exhibit D is a list of all contracts to which Weedmaps and its Subsidiaries are a party or obligated as of the Closing Date, and Weedmaps hereby represents and warrants that there are no other material contracts or agreements in existence as of the Closing Date. Also attached hereto as Exhibit E are Weedmaps's unaudited financial statements for the year ended December 31, 2009 and the 9 months ended September 30, 2010.

2.1.12 Assets. Weedmaps and its Subsidiaries own certain non-cash assets, including certain websites, including, but not limited to, those listed on Schedule 2.1.12.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF LCLL

3.1 Representations and Warranties of LCLL. To induce Weedmaps and the Members to enter into this Agreement and to consummate the transactions contemplated hereby, each of LCLX and LC Merger Sub represent and warrant, as of the date hereof and as of the Closing, as follows:

3.1.1 Authority of LCLX and LC Merger Sub. As of the Closing Date, LCLX and LC Merger Sub have the full right, power and authority to enter into this Agreement and to carry out and consummate the transactions contemplated herein. This Agreement, and all of the Exhibits attached hereto constitutes the legal, valid and binding obligation of LCLX and LC Merger Sub.

3.1.2 Corporate Existence of LCLX and LC Merger Sub. LCLX, and LC Merger Sub, are each a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. LCLX and LC Merger Sub have all requisite corporate power, franchises, licenses, permits and authority to own their properties and assets and to carry on their business as it has been and is being conducted. LCLX and LC

Merger Sub are in good standing in each state, nation or other jurisdiction wherein the character of the business transacted by them makes such qualification necessary.

3.1.3 Capitalization of LCLX. The authorized equity securities of LCLX consists of 200,000,000 shares of common stock, par value $0.001, of which 63,440,256 shares are issued and outstanding as of October 29, 2010, and no shares of preferred stock. No other shares of capital stock of LCLX are issued and outstanding. All of the issued and outstanding shares have been duly and validly issued in accordance and compliance with all applicable laws, rules and regulations and are fully paid and nonassessable. Other than as set forth in Schedule 3.1.3, there are no options, warrants, rights, calls, commitments, plans, contracts or other agreements of any character granted or issued by LCLX which provide for the purchase, issuance or transfer of any shares of the capital stock of LCLX nor are there any outstanding securities granted or issued by LCLX that are convertible into any shares of the equity securities of LCLX, and none is authorized. LCLX is not obligated or committed to purchase, redeem or otherwise acquire any of its equity. All presently exercisable voting rights in LCLX are vested exclusively in its outstanding shares of common stock, each share of common stock is entitled to one vote on every matter to come before it's shareholders, and other than as may be contemplated by this Agreement, there are no voting trusts or other voting arrangements with respect to any of LCLX's equity securities.

3.1.4 Subsidiaries. LCLX has four wholly-owned subsidiaries, namely U.S. Cannabis, Inc., a Nevada corporation, LC Merger Sub, LV Luxuries Limited, a Nevada corporation, and CannaPay Merchant Services, Inc., a California corporation. LC Merger Sub was formed for the purpose of participating in the Merger as contemplated in this Agreement. LC Merger Sub has engaged in no other business activities and has conducted its operations only as contemplated by this Agreement.

3.1.5 Execution of Agreement. The execution, delivery and performance of this Agreement and the completion of the transactions contemplated by this Agreement have been authorized by all necessary corporate action on the part of each of LCLX and LC Merger Sub and no other corporate proceedings or approvals are required on the part of LCLX or LC Merger Sub to authorize this Agreement or to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not: (a) violate, conflict with, modify or cause any default under or acceleration of (or give any Party any right to declare any default or acceleration upon notice or passage of time or both), in whole or in part, any charter, article of incorporation, bylaw, mortgage, lien, deed of trust, indenture, lease, agreement, instrument, order, injunction, decree, judgment, law or any other restriction of any kind to which LCLL is a party or by which it or any of his properties are bound; (b) result in the creation of any security interest, lien, encumbrance, adverse claim, proscription or restriction on any property or asset (whether real, personal, mixed, tangible or intangible), right, contract, agreement or business of LCLL; (c) violate any law, rule or regulation of any federal or state regulatory agency; or (d) permit any federal or state regulatory agency to impose any restrictions or limitations of any nature on LCLL or any of its actions.

3.1.6 Consideration. At the Closing, other than the obligations arising under the 2011 Promissory Notes and the 2012 Promissory Notes, and the indemnification obligations as set forth in Section 6.2.1 hereof, each of LCLX and LC Merger Sub will have sufficient cash or cash equivalents to enable it to perform its obligations under this Agreement.

3.1.7 Financial Information. LCLX has delivered to Weedmaps and the Members its unaudited consolidated balance sheet as of September 30, 2010, and the related unaudited consolidated statements of operations and cash flows for the nine month period then ended (collectively, the "**LCLX Financials**"). The LCLX Financials, and the notes thereto are correct and complete in all material respects and were prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated and consistent with each other. The LCLX Financials present fairly the financial condition and operating results and cash flows of LCLX and all of its Subsidiaries as of the dates and during the periods indicated therein, subject, in the case of the unaudited statements, to normal year-end adjustments, which will not be material in amount or significance.

3.1.8 Disputes and Litigation. Except as set forth in Schedule 3.1.8, (a) there is no suit, action, litigation, proceeding, investigation, claim, complaint, or accusation pending, threatened against or affecting LCLX, its Subsidiaries, or any of their properties, assets or business or to which they are a party, in any court or before any arbitrator of any kind or before or by any governmental agency (including, without limitation, any federal, state, local, foreign or other governmental department, commission, board, bureau, agency or instrumentality), and to the knowledge of LCLX and LC Merger Sub there is no basis for such suit, action, litigation, proceeding, investigation, claim, complaint, or accusation; (b) to the knowledge of LCLX and LC Merger Sub, there is no pending or threatened change in any environmental, zoning or building laws, regulations or ordinances which affect or could affect LCLX, its Subsidiaries, or any of their properties, assets or businesses; and (c) there is no outstanding order, writ, injunction, decree, judgment or award by any court, arbitrator or governmental body against or affecting LCLX, its Subsidiaries, or any of their properties, assets or business. There is no litigation, proceeding, investigation, claim, complaint or accusation, formal or informal, or arbitration pending, or any of the aforesaid threatened, or any contingent liability which would give rise to any right of indemnification or similar right on the part of any director or officer of LCLX or its Subsidiaries, or any such person's heirs, executors or administrators as against LCLX or its Subsidiaries.

3.1.9 Compliance with Laws. Except as set forth in Schedule 3.1.9, to the knowledge of LCLX and LC Merger Sub, LCLX and all of its Subsidiaries have at all times been, and presently are, in full compliance with, and have not received notice of any claimed violation of, any applicable federal, state, local, foreign and other laws, rules and regulations. LCLX and its Subsidiaries have filed all returns, reports and other documents and furnished all information known by LCLX and LC Merger Sub to be required or that has been requested by any federal, state, local or foreign governmental agency and all such returns, reports, documents and information are, to the knowledge of

LCLX and LC Merger Sub, true and complete in all material respects. All permits, licenses, orders, franchises and approvals of all federal, state, local or foreign governmental or regulatory bodies known by LCLX and LC Merger Sub to be required of LCLX and its Subsidiaries for the conduct of their business have been obtained, no violations are or have been recorded in respect of any such permits, licenses, orders, franchises and approvals, and there is no litigation, proceeding, investigation, arbitration, claim, complaint or accusation, formal or informal, pending or threatened, which may revoke, limit, or question the validity, sufficiency or continuance of any such permit, license, order, franchise or approval. Such permits, licenses, orders, franchises and approvals are valid and, to the knowledge of LCLX and LC Merger Sub, sufficient for all activities presently carried on by LCLX and its Subsidiaries.

3.1.10 Merger Related. LCLX has no plan or intention to reacquire the LCLX Shares issued to the Members. Following the Closing of the transaction contemplated hereby, (i) LCLX will continue the historic business of Weedmaps or use a significant portion of Weedmaps historic business assets in a business; (ii) LCLX has no plan or intention to cause Weedmaps to sell or otherwise dispose of any of the assets of Weedmaps except for dispositions made in the ordinary course of business; (iii) LCLX has no plan or intention to cause Weedmaps to issue additional shares of its stock that would result in LCLX losing control of Weedmaps within the meaning of Section 368(c)(1) of the Code; and (iv) LCLX has no plan or intention to liquidate Weedmaps, to merge Weedmaps with or into another corporation, or to sell or otherwise dispose of the Weedmaps Membership Interests except for transfers to corporations controlled by LCLX. LCLX and LC Merger Sub will pay their respective expenses, if any, incurred in connection with the transaction. LCLX and LC Merger Sub are not "investment companies" as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code. LCLX does not own, nor has it owned during the past five years, any membership interests of Weedmaps.

ARTICLE 4
CLOSING AND DELIVERY OF DOCUMENTS

4.1 Closing. The Closing (the **"Closing**") shall take place at the offices of LCLX, 2183 Fairview Road, Suite 101, Costa Mesa, CA 92627, on November 19, 2010, or at such other place, date and time as the Parties may agree in writing (the "**Closing Date**").

4.2 Deliveries by LCLL. At the Closing, LCLL shall deliver the following:

4.2.1 LCLL shall deliver to the Members:

(a) confirmation that LCLX has ordered the LCLX Shares from its transfer agent, which will be delivered within three (3) business days, issued as set forth on Exhibit A;

(b) written confirmation of the approval of the herein described transactions by the Board of Directors of each of LCLX and LC Merger Sub;

(c) executed employment agreements between LCLX and each of Hartfield and Hoerling;

(d) executed copies of the 2012 Promissory Notes and the 2013 Promissory Notes;

(e) executed Lock-Up Agreement; and

(f) executed Security Agreement.

4.3 Delivery by Weedmaps: At the Closing, Weedmaps shall deliver the following:

4.3.1 Weedmaps shall deliver to LCLL:

(a) written confirmation of the approval of the herein described transactions by Weedmaps' Managers;

(b) written confirmation of the approval of the herein described transactions by the Members; and

(c) executed Security Agreement.

4.4 Delivery by the Members: At the Closing, the Members shall deliver the following:

4.4.1 The Members shall deliver to LCLL:

(a) the Weedmaps Membership Interests subject to no liens, security interests, pledges, encumbrances, charges, restrictions, demands or claims in any other party whatsoever, executed or accompanied by a stock power for valid transfer of the Weedmaps Membership Interests to LCLL;

(b) executed employment agreements between LCLX and each of Hartfield and Hoerling;

(c) executed Lock-Up Agreement; and

(d) executed Security Agreement.

ARTICLE 5
CONDITIONS, TERMINATION, AMENDMENT AND WAIVER

5.1 Conditions Precedent. This Agreement, and the transactions contemplated hereby, shall be subject to the following conditions precedent:

5.1.1 The obligation of LCLL to pay the Purchase Price shall be subject to the fulfillment (or waiver by LCLL), at or prior to the Closing or the applicable delivery date thereof, of the following conditions, which Weedmaps and the Members agree to use their best efforts to cause to be fulfilled:

(a) Representations, Performance. If the Closing Date is not the date hereof, the representations and warranties contained in Section 2.1 hereof shall be true at and as of the date hereof and shall be repeated and shall be true at and as of the Closing Date with the same effect as though made at and as of the Closing Date, except as affected by the transactions contemplated hereby; Weedmaps and the Members shall have duly performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(b) Consents. Any required consent to the transactions contemplated by this Agreement shall have been obtained or waived.

(c) Litigation. No suit, action, arbitration or other proceeding or investigation shall be threatened or pending before any court or governmental agency in which it is sought to restrain or prohibit or to obtain material damages or other material relief in connection with this Agreement or the consummation of the transactions contemplated hereby or which is likely to affect materially the value of Weedmaps.

(d) Proceedings and Documentation. All corporate and other proceedings of Weedmaps in connection with the transactions contemplated by this Agreement, and all documents and instruments incident to such corporate proceedings, shall be satisfactory in form and substance to LCLL and LCLL's counsel, and LCLL and LCLL's counsel shall have received all such receipts, documents and instruments, or copies thereof, certified if requested, to which LCLL is entitled and as may be reasonably requested.

(e) Property Loss. No portion of Weedmaps' assets shall have been destroyed or damaged or taken by condemnation under circumstances where the loss thereof will not be substantially reimbursed to LCLL through the proceeds of applicable insurance or condemnation award.

(f) Consents and Approvals. All material licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental or regulatory bodies which are (1) necessary to enable LCLL to fully operate the business of Weedmaps as contemplated from and after the Closing shall have been obtained and be in full force and effect, or (2) necessary for the consummation of the transactions contemplated hereby, shall have been obtained. Any notices to or consents of any party to any agreement or commitment constituting part of the transactions contemplated hereby, or otherwise required to consummate any such transactions, shall have been delivered or obtained.

5.1.2 The obligation of Weedmaps and the Members to deliver the Weedmaps Membership Interests and to satisfy their other obligations hereunder shall be subject to the fulfillment (or waiver by Weedmaps and the Members), at or prior to the Closing, of the following conditions, which LCLL agrees to use his best efforts to cause to be fulfilled:

(a) Representations, Performance. If the Closing Date is not the date hereof, the representations and warranties contained in Section 3.1 hereof shall be true at and as of the date hereof and shall be repeated and shall be true at and as of the Closing Date with the same effect as though made at and as of the Closing Date, except as affected by the transactions contemplated hereby; LCLL shall have duly performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(b) Litigation. No suit, action, arbitration or other proceeding or investigation shall be threatened or pending before any court or governmental agency in which it is sought to restrain or prohibit or to obtain material damages or other material relief in connection with this Agreement or the consummation of the transactions contemplated hereby or which is likely to affect materially the value of LCLL.

(c) Proceedings and Documentation. All proceedings of LCLL in connection with the transactions contemplated by this Agreement, and all documents and instruments incident to such proceedings, shall be satisfactory in form and substance to Weedmaps and the Members, and their respective counsel, and their respective counsel shall have received all such receipts, documents and instruments, or copies thereof, certified if requested, to which Weedmaps and the Members are entitled and as may be reasonably requested.

(d) Property Loss. No portion of LCLL's assets shall have been destroyed or damaged or taken by condemnation under circumstances where the loss thereof will not be substantially reimbursed to LCLL through the proceeds of applicable insurance or condemnation award.

5.2 Termination. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated and the transactions contemplated hereby may be abandoned prior to the Closing Date only by the mutual consent of all of the Parties.

5.3 Waiver and Amendment. Any term, provision, covenant, representation, warranty or condition of this Agreement may be waived, but only by a written instrument signed by the Party entitled to the benefits thereof. The failure or delay of any Party at any time or times to require performance of any provision hereof or to exercise its rights with respect to any provision hereof shall in no manner operate as a waiver of or affect such Party's right at a later time to enforce the same. No waiver by any Party of any condition, or of the breach of any term,

provision, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of the breach of any other term, provision, covenant, representation or warranty. No modification or amendment of this Agreement shall be valid and binding unless it be in writing and signed by all Parties hereto.

ARTICLE 6
COVENANTS, INDEMNIFICATION

6.1 To induce LCLL to enter into this Agreement and to consummate the transactions contemplated hereby, and without limiting any covenant, agreement, representation or warranty made, Weedmaps and the Members covenant and agree as follows:

6.1.1 Notices and Approvals. Weedmaps and the Members agree: (a) to give all notices to third parties which may be necessary or reasonably deemed desirable by LCLL in connection with this Agreement and the consummation of the transactions contemplated hereby; (b) to use their best efforts to obtain all federal and state governmental regulatory agency approvals, consents, permit, authorizations, and orders necessary or reasonably deemed desirable by LCLL in connection with this Agreement and the consummation of the transactions contemplated hereby; and (c) to use their best efforts to obtain all consents and authorizations of any other third parties necessary or reasonably deemed desirable by LCLL in connection with this Agreement and the consummation of the transactions contemplated hereby.

6.1.2 Information for LCLL's Statements and Applications. At no cost to Weedmaps or the Members, Weedmaps and the Members and their employees, accountants and attorneys shall cooperate fully with LCLL in the preparation of any statements or applications made by LCLL to any federal or state governmental regulatory agency in connection with this Agreement and the transactions contemplated hereby and to furnish LCLL with all information concerning Weedmaps and the Members necessary or reasonably deemed desirable by LCLL for inclusion in such statements and applications, including, without limitation, all requisite financial statements and schedules.

6.1.3 Access to Information. LCLL, together with its appropriate attorneys, agents and representatives, shall be permitted to make the full and complete investigation of Weedmaps and the Members and have full access to all of the books and records of Weedmaps during reasonable business hours. Notwithstanding the foregoing, such parties shall treat all such information as confidential and shall not disclose such information without the prior consent of the other.

6.2 Indemnification.

6.2.1 Indemnity of Weedmaps and the Members. LCLX and LC Merger Sub each agree to indemnify, defend and hold Weedmaps and the Members harmless from and against any and all Losses (as hereinafter defined) arising out of or resulting from the

breach by LCLX or LC Merger Sub of any representation, warranty, covenant or agreement contained in this Agreement or the schedules and exhibits hereto. For purposes of Section 6.2, the term "**Losses**" shall mean all damages, costs and expenses (including reasonable attorneys' fees) of every kind, nature or description, it being the intent of the Parties that the amount of any such Loss shall be the amount necessary to restore the indemnified party to the position it would have been in (economically or otherwise), including any costs or expenses incident to such restoration, had the breach, event, occurrence or condition occasioning such Loss never occurred. In addition, LCLX and LC Merger Sub each hereby agree to indemnify Weedmaps and the Members for up to fifty percent (50%) of any Losses (including taxes, penalties and interest) paid by such Members (i) arising out of the Internal Revenue Service ("**IRS**") re-characterization of the transactions contemplated by this Agreement so that the issuance of the LCLX Shares to the Members is not a tax free reorganization; (ii) for payroll, employees' income withholding, social security, and unemployment tax liabilities, incurred in any tax period beginning prior to the Closing, in excess of such liabilities as anticipated by the tax return filed by or on behalf of Weedmaps or such Member, as appropriate, for such period; (iii) arising out of IRS challenge of the treatment of the Purchase Price by any of the Members as capital gain; and (iv) for any taxes incurred by Weedmaps or the Members as a result of the receipt of indemnification payments under this Agreement (collectively, the "**Tax Indemnity**"). Amounts payable by LCLX and LC Merger Sub under this Section shall be paid to Weedmaps or the Members, as appropriate, within ninety (90) days following request therefor from Weedmaps or the Members, provided that amounts payable by LCLX and LC Merger Sub in connection with the Tax Indemnity shall be paid to Weedmaps or the Members, as appropriate, no later than six (6) months following request therefor from Weedmaps or the Members. Notwithstanding the foregoing provisions of this section, no claim for indemnification shall be made by Weedmaps or the Members under this section unless and until the aggregate amount of all Losses of Weedmaps and the Members in respect thereof shall exceed $15,000, but then such indemnified parties shall be entitled to all indemnifiable Losses above and below such threshold.

6.2.2 Indemnity of LCLL. Weedmaps and the Members, and each of them, hereby agree to indemnify, defend and hold LCLL harmless from and against any and all Losses arising out of or resulting from the breach by Weedmaps or the Members of any representation, warranty, agreement or covenant contained in this Agreement or the exhibits and schedules hereto, including, without limitation, the failure to disclose any material contracts or agreements pursuant to Section 2.1.11. Amounts payable by Weedmaps and the Members, as appropriate, under this Section shall be paid to LCLL, within ninety (90) days following request therefor from LCLL. Notwithstanding the foregoing provisions of this section, no claim for indemnification shall be made by LCLL under this Section unless and until the aggregate amount of all Losses of LCLL in respect thereof shall exceed $15,000, but then such indemnified parties shall be entitled to all indemnifiable Losses above and below such threshold.

6.2.3 Indemnification Procedure.

(a) An indemnified party shall notify the indemnifying party of any claim of such indemnified party for indemnification under this Agreement within thirty days of the date on which such indemnified party or an executive officer or representative of such indemnified party first becomes aware of the existence of such claim. Such notice shall specify the nature of such claim in reasonable detail and the indemnifying party shall be given reasonable access to any documents or properties within the control of the indemnified party as may be useful in the investigation of the basis for such claim. The failure to so notify the indemnifying party within such thirty-day period shall not constitute a waiver of such claim but an indemnified party shall not be entitled to receive any indemnification with respect to any additional loss that occurred as a result of the failure of such person to give such notice.

In the event any indemnified party is entitled to indemnification hereunder based upon a claim asserted by a third party (including a claim arising from an assertion or potential assertion of a claim for Taxes), the indemnifying party shall be given prompt notice thereof, in reasonable detail. The failure to so notify the indemnifying party shall not constitute a waiver of such claim but an indemnified party shall not be entitled to receive any indemnification with respect to any Loss that occurred as a result of the failure of such person to give such notice. The indemnifying party shall have the right (without prejudice to the right of any indemnified party to participate at its expense through counsel of its own choosing) to defend or prosecute such claim at its expense and through counsel of its own choosing if it gives written notice to the indemnified party of its intention to do so not later than twenty days following notice of the claim to the indemnifying party or such shorter time period as required so that the interests of the indemnified party would not be materially prejudiced as a result of its failure to have received such notice from the indemnifying party; provided, however, that if the defendants in any action shall include both an indemnifying party and an indemnified party and the indemnified party shall have reasonably concluded that counsel selected by the indemnifying party has a conflict of interest because of the availability of different or additional defenses to the indemnified party, the indemnified party shall have the right to select separate counsel to participate in the defense of such action on its behalf, at the expense of the indemnifying party. If the indemnifying party does not so choose to defend or prosecute any such claim asserted by a third party for which any indemnified party would be entitled to indemnification hereunder, then the indemnified party shall be entitled to recover from the indemnifying party, on a monthly basis, all of its attorneys' reasonable fees and other costs and expenses of litigation of any nature whatsoever incurred in the defense of such claim. Notwithstanding the assumption of the defense of any claim by an indemnifying party pursuant to this paragraph, the indemnified party shall have the right to approve the terms of any settlement of a claim (which approval shall not be unreasonably withheld).

(b) The indemnifying party and the indemnified party shall cooperate in furnishing evidence and testimony and in any other manner which the other may reasonably request, and shall in all other respects have an obligation of good faith dealing, one to the other, so as not to unreasonably expose the other to an undue risk of loss. The indemnified party shall be entitled to reimbursement for out-of-pocket expenses reasonably incurred by it in connection with such cooperation. Except for fees and expenses for which indemnification is provided pursuant to Section 6.2, and as provided in the preceding sentence, each party shall bear its own fees and expenses incurred pursuant to this paragraph (b).

6.3 Taxes.

6.3.1 For tax purposes, the Merger is intended to be treated as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the Parties agree to make all tax filings consistent with that intention.

6.3.2 In the case of any taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**"), the amount of any taxes based on or measured by income or receipts of Weedmaps to which a Straddle Period applies for a pre-Closing tax period shall be determined based on an interim closing of the books as of the close of business on the Closing Date and the amount of other taxes of Weedmaps for a Straddle Period that relates to a pre-Closing tax period shall be deemed to be (x) the amount of such tax for the entire taxable period, multiplied by (y) a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period.

6.3.3 LCLL shall prepare or cause to be prepared and file or cause to be filed all tax returns for Weedmaps that are filed after the Closing Date. No Party may amend a tax return filed in accordance with this Agreement by any Party with respect to Weedmaps for a taxable period beginning prior to the Closing Date without the consent of the other Party, not to be unreasonably withheld. Further, without the consent of the Members, LCLL shall not amend any tax return filed prior to the Closing Date if such amendment is reasonably expected to either (i) give rise to a breach of Section 2.1.7 or (ii) give rise to a claim for indemnification under Section 6.2.2. LCLL shall permit the Members to review and comment on each tax return relating to a pre-Closing tax period or Straddle Period prior to filing and shall not file any such tax return prior to the expiration of the twenty (20) business day period described in the following sentence. If within twenty (20) business days of their receipt of any tax return relating to a pre-Closing tax period or Straddle Period, the Members notify LCLL in writing of any objection regarding such tax return, LCLL and the Members shall cooperate in good faith to resolve such dispute as promptly as possible. If LCLL and the Members are unable to resolve the dispute within twenty (20) business days after receipt of such objection, LCLL and the Members shall submit for resolution such disputed items to Peter DeGregori, Vertical Advisors, LLP (the "**Determining CPA**"). The Determining CPA shall within thirty (30) business days following its receipt of the disputed items deliver to LCLL and the Members a written report setting forth its determination as to such

disputed items (and only such disputed items). The Determining CPA's determinations shall be conclusive and binding upon the parties thereto for the purposes hereof. The fees and disbursements of the Determining CPA attributable to matters resolved by the Determining CPA pursuant to this Section 6.3.3 shall be apportioned equally (50/50) between the Members, on the one hand, and LCLL, on the other hand. The filing Party under this section shall control any audits, disputes, administrative, judicial or other proceedings related to taxes with respect to which either Party may incur liability hereunder; provided, however that in the event an adverse determination may result in Weedmaps or the Members having responsibility to a taxing authority for taxes, each Party shall be entitled to fully participate in that portion of the proceedings relating to the taxes with respect to which it may incur liability hereunder. For purposes of this section, the term "participation" shall include (i) participation in conferences, meetings or proceedings with any tax authority, the subject matter of which includes an item for which such Party may have liability hereunder, (ii) participation in appearances before any court or tribunal, the subject matter of which includes an item for which a Party may have liability hereunder, and (iii) with respect to the matters described in the preceding clauses (i) and (ii), participation in the submission and determination of the content of the documentation, protests, memorandum of fact and law, briefs, and the conduct of oral arguments and presentations.

6.4 Filing of S-1 by LCLX. LCLX shall use its best efforts to file a registration statement on Form S-1 (the "**S-1**") with the Securities and Exchange Commission (the "**SEC**") and obtain effectiveness thereof as soon as possible following the Closing. As may be requested in writing by the Members, LCLX shall include as part of the shares to be registered pursuant to the S-1 such number of shares of the Stock Consideration as shall be indicated in writing by the Members. To the best knowledge LCLX, the S-1 shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statement made therein, in light of the circumstances in which they were made, not misleading.

ARTICLE 7
MISCELLANEOUS

7.1 Expenses. Except as otherwise specifically provided for herein, whether or not the transactions contemplated hereby are consummated, each of the Parties hereto shall bear the cost of all fees and expenses relating to or arising from its compliance with the various provisions of this Agreement and such Party's covenants to be performed hereunder, and except as otherwise specifically provided for herein, each of the Parties hereto agrees to pay all of its own expenses (including, without limitation, attorneys and accountants' fees and printing expenses) incurred in connection with this Agreement, the transactions contemplated hereby, the negotiations leading to the same and the preparations made for carrying the same into effect, and all such fees and expenses of the Parties hereto shall be paid prior to Closing.

7.2 Notices. Any notice, request, instruction or other document required by the terms of this Agreement, or deemed by any of the Parties hereto to be desirable, to be given to any other Party hereto shall be in writing and shall be delivered by facsimile or overnight courier to the following addresses:

To LCLL:	LC Luxuries Limited 2183 Fairview Road, Suite 101 Costa Mesa, CA 92627 Facsimile: (949) 515-1625
with a copy to:	The Lebrecht Group, APLC 9900 Research Dr. Irvine, CA 92618 Attn: Brian A. Lebrecht, Esq. Facsimile (949) 635-1244
To Weedmaps:	Weedmaps, LLC 2183 Fairview Rd, Ste 101 Costa Mesa, CA 92627 Attn: Justin Hartfield
with a copy to:	Royse Law Firm, P.C. 2600 El Camino Real, Suite 110 Palo Alto, CA 94306 Attn: Roger Royse Facsimile: (650) 813-9777
To the Members:	Justin Hartfield _____ _____ Attn: _____ Facsimile: _____
And to:	Keith Hoerling _____ _____ Attn: _____ Facsimile: _____

The persons and addresses set forth above may be changed from time to time by a notice sent as aforesaid. Notice shall be conclusively deemed given at the time of delivery if made during normal business hours, otherwise notice shall be deemed given on the next business day.

7.3 Entire Agreement. This Agreement, together with the schedules and exhibits hereto, sets forth the entire agreement and understanding of the Parties hereto with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter hereof. No understanding, promise, inducement, statement of intention, representation, warranty, covenant or condition, written or oral, express or implied, whether by statute or otherwise, has been made by any Party hereto which is not embodied in this Agreement, or exhibits hereto or the written statements, certificates, or other

To LCLL:	LC Luxuries Limited 2183 Fairview Road, Suite 101 Costa Mesa, CA 92627 Facsimile: (949) 515-1625
with a copy to:	The Lebrecht Group, APLC 9900 Research Dr. Irvine, CA 92618 Attn: Brian A. Lebrecht, Esq. Facsimile (949) 635-1244
To Weedmaps:	Weedmaps, LLC 2183 Fairview Rd, Ste 101 Costa Mesa, CA 92627 Attn: Justin Hartfield
with a copy to:	Royse Law Firm, P.C. 2600 El Camino Real, Suite 110 Palo Alto, CA 94306 Attn: Roger Royse Facsimile: (650) 813-9777
To the Members:	Justin Hartfield 22022 Hedi Ave Lake Forest, CA 92630 Attn: _____ Facsimile: 949-274-4410
And to:	Keith Hoerling 460 S. Spring St #901 Los Angeles, CA 90013 Attn: _____ Facsimile: _____

The persons and addresses set forth above may be changed from time to time by a notice sent as aforesaid. Notice shall be conclusively deemed given at the time of delivery if made during normal business hours, otherwise notice shall be deemed given on the next business day.

7.3 Entire Agreement. This Agreement, together with the schedules and exhibits hereto, sets forth the entire agreement and understanding of the Parties hereto with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter hereof. No understanding, promise, inducement, statement of intention, representation, warranty, covenant or condition, written or oral, express or implied, whether by statute or otherwise, has been made by any Party hereto which is not embodied in this Agreement, or exhibits hereto or the written statements, certificates, or other

documents delivered pursuant hereto or in connection with the transactions contemplated hereby, and no Party hereto shall be bound by or liable for any alleged understanding, promise, inducement, statement, representation, warranty, covenant or condition not so set forth.

7.4 Survival of Representations. All statements of fact (including financial statements) contained in the schedules, the exhibits, the certificates or any other instrument delivered by or on behalf of the Parties hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties by the respective Party hereunder. All representations, warranties, agreements, and covenants hereunder shall survive the Closing and remain effective regardless of any investigation or audit at any time made by or on behalf of the Parties or of any information a Party may have in respect thereto. Consummation of the transactions contemplated hereby shall not be deemed or construed to be a waiver of any right or remedy possessed by any Party hereto, notwithstanding that such Party knew or should have known at the time of Closing that such right or remedy existed.

7.5 Incorporated by Reference. All documents (including, without limitation, all financial statements) delivered as part hereof or incident hereto are incorporated as a part of this Agreement by reference.

7.6 Remedies Cumulative. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

7.7 Execution of Additional Documents. Each Party hereto shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions as may be reasonably required in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

7.8 Finders' and Related Fees. Each of the Parties hereto is responsible for, and shall indemnify the other against, any claim by any third party to a fee, commission, bonus or other remuneration arising by reason of any services alleged to have been rendered to or at the instance of said Party to this Agreement with respect to this Agreement or to any of the transactions contemplated hereby. The Parties acknowledge and agree that Douglas Francis has entered into a consulting agreement with LCLX that entitles him to compensation payable by LCLX following a successful closing of the transactions contemplated by this Agreement.

7.9 Governing Law. This Agreement has been negotiated and executed in the State of California and shall be construed and enforced in accordance with the laws of such state.

7.10 Forum. Each of the Parties hereto agrees that any action or suit which may be brought by any Party hereto against any other Party hereto in connection with this Agreement or the transactions contemplated hereby may be brought only in a federal or state court in Orange County, California.

7.11 Attorneys' Fees. Except as otherwise provided herein, if a dispute should arise between the Parties including, but not limited to arbitration, the prevailing Party shall be reimbursed by the nonprevailing Party for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees exclusive of such amount of attorneys' fees as shall be a premium for result or for risk of loss under a contingency fee arrangement.

7.12 Binding Effect and Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, legal representatives and assigns.

7.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

"LCLL"

LC Luxuries Limited,
a Nevada corporation

By: James Pakulis
Its: Chief Executive Officer

"Weedmaps"

Weedmaps, LLC,
a Nevada limited liability company

By: Justin Hartfield
Its: Manager

By: Keith Hoerling
Its: Manager

"LC Merger Sub"

LC Merger Corp.,
a Nevada corporation

By: James Pakulis
Its: President

"Members"

By: Justin Hartfield, an individual

By: Keith Hoerling, an individual

Schedules

2.1.6(e) – Members Affiliation with LCLL
2.1.7(a) – Taxes
2.1.8 – Litigation
2.1.9 – Compliance with Laws
2.1.12 – Assets
3.1.3 – Capitalization of LCLL

Exhibits

Exhibit A – Capitalization of Weedmaps
Exhibit B-1 – Form of 2012 Promissory Notes
Exhibit B-2 – Form of 2013 Promissory Notes
Exhibit C – Form of Security Agreement
Exhibit D - Material Contracts of Weedmaps
Exhibit E – Financials
Exhibit F – Earn-Out Provisions

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

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a Nevada corporation

By: James Pakulis
Its: Chief Executive Officer

"LC Merger Sub"

LC Merger Corp.,
a Nevada corporation

By: James Pakulis
Its: President

"Weedmaps"

Weedmaps, LLC,
a Nevada limited liability company

By: Justin Hartfield
Its: Manager

By: Keith Hoerling
Its: Manager

"Members"

By: Justin Hartfield, an individual

By: Keith Hoerling, an individual

Schedules

2.1.6(e) – Members Affiliation with LCLL
2.1.7(a) – Taxes
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Exhibit A

Capitalization of Weedmaps

Name	Ownership Percentage in Weedmaps	No. of LCLL Shares	Amount of First Cash Consideration	Amount of Second Cash Consideration
Justin Hartfield	50.0%	8,200,000	$900,000	$900,000
Keith Hoerling	50.0%	8,200,000	$900,000	$900,000
		16,400,000	$1,800,000	$1,800,000

Exhibit B-1

Form of 2012 Promissory Notes

Exhibit B-2

Form of 2013 Promissory Notes

Exhibit C

Form of Security Agreement

Exhibit D

Material Contracts of Weedmaps

Exhibit E

Weedmaps Financials

Financial Statements

For the year ended December 31, 2009 and nine months ended September 30, 2010

WeedMaps LLC

NEVADA	**27-0732496**
(State of incorporation)	(I.R.S. Employer Identification No.)

2183 Fairview Road, Suite 101, Costa Mesa, CA 92627
(Address of principal executive offices)

949-478-7671
(Company's telephone number, including area code)

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FINANCIAL INFORMATION

Item 1. Financial Statements

WeedMaps, LLC

Balance Sheets (Audited)

	September 30, 2010	December 31, 2009
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 483,336	$ 16,513
Accounts receivable	20,831	-
TOTAL CURRENT ASSETS	504,167	16,513
Note receivables	25,000	-
Note receivables - related party	10,000	
Intangible Assets	2,670	-
Property and equipment, net	739	-
TOTAL ASSETS	$ 542,576	$ 16,513
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 3,000	$ 3,333
TOTAL CURRENT LIABILITIES	3,000	3,333
TOTAL LIABILITIES	3,000	3,333
MEMBERS' EQUITY		
Members' equity	539,576	13,180
TOTAL MEMBERS' EQUITY	539,576	13,180
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 542,576	$ 16,513

The accompanying notes are an integral part of these consolidated financial statements.

Statements of Operations (Audited)

	Three Months Ended		Nine Months Ended		Jul. 20, 2009 (inception) to Sept. 30, 2010
	September 30, 2010	September 30, 2009	September 30, 2010	September 30, 2009	
REVENUE					
Revenue	$ 942,181	$ 8,405	$ 2,045,588	$ 8,405	$ 2,140,411
Total revenue	942,181	8,405	2,045,588	8,405	2,140,411
OPERATING EXPENSES					
Cost of sales	80,804	2,784	317,248	2,784	342,603
Selling, general and administrative expenses	461,151	4,065	870,809	4,065	918,397
Total operating expenses	541,955	6,849	1,188,057	6,849	1,261,000
Operating income	400,226	1,556	857,531	1,556	879,411
Other Income					
Interest Income	4	-	29	-	29
Other income	-	-	35	-	35
Total other income	4	-	64	-	64
NET INCOME	$ 400,230	$ 1,556	$ 857,595	$ 1,556	$ 879,475

The accompanying notes are an integral part of these consolidated financial statements.

Statements of Cash Flows (Audited)

	Nine Months Ended		Jul. 20, 2009 (inception) to Sept. 30, 2010
	September 30, 2010	September 30, 2009	
Cash flows from operating activities:			
Net Income	$ 857,595	$ 1,556	$ 879,475
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	67	-	67
Changes in operating assets and liabilities:			
Accounts receivable	(20,831)	-	(20,831)
Accounts payable	(333)	-	3,000
Net cash from operating activities	836,498	1,556	861,711
Cash flows from investing activities:			
Purchases of equipment	(806)	-	(806)
Intangibles assets	(2,670)	-	(2,670)
Notes receivables	(35,000)	-	(35,000)
Net cash used in investing activities	(38,476)	-	(38,476)
Cash flows from financing activities:			
Equity drawings	(331,199)	-	(341,899)
Equity contributions	-	-	2,000
Net cash provided by financing activities	(331,199)	-	(339,899)
Net increase (decrease) in cash and cash equivalents	466,823	1,556	483,336
Cash and cash equivalents at beginning of period	16,513	-	-
Cash and cash equivalents at end of period	$ 483,336	$ 1,556	$ 483,336

The accompanying notes are an integral part of these consolidated financial statements.

Statements of Members' Equity (Audited)
Nine Months Ended September 30, 2010

	Justin Capital	Keith Capital	Doug Capital	Total Members' Equity
BALANCES, from inception	$ -	$ -	$ -	$ -
Capital contributed	1,000	1,000	-	2,000
Drawings	(6,200)	(4,500)	-	(10,700)
Net income	10,940	10,940	-	21,880
BALANCES, December 31, 2009	$ 5,740	$ 7,440	$ -	$ 13,180
Capital contributed	-	-	-	-
Drawings	(76,699)	(59,500)	-	(136,199)
Net income	228,683	228,683		457,366
BALANCES, June 30, 2010	$ 157,724	$ 176,623	$ -	$ 334,347
Capital contributed	-	-	-	-
Capital transfer	(150)	(150)	300	-
Drawings	(47,500)	(55,000)	(92,500)	(195,000)
Net income	170,097	170,097	60,035	400,229
BALANCES, September 30, 2010	$ 280,171	$ 291,570	$ (32,165)	$ 539,576

The accompanying notes are an integral part of these financial statements.

WEEDMAPS LLC
Notes To Financial Statements
For The Year Ended December 31, 2009 And Nine Months Ended September 30, 2010
Audited

1. Description of Business

WeedMaps LLC. (the "Company," "we," "us," and "our ") was organized under the laws of the state of Nevada on July 20, 2009. WeedMaps is a medical marijuana industry focused marketing and media company whose business plan is to monetize industry related information and to provide advertisers and industry insiders a direct and accessible platform to this difficult but potentially billion-dollar industry.

The Company operates WeedMaps.com and several associated websites, together composing a large scale, medical-marijuana industry focused Internet media portal that targets dispensaries, advertisers and consumers, which are estimated by the National Survey on Drug Use and Health to total more than 16.7 million Americans in 2009 and growing rapidly. WeedMaps is a venue for marketers to deliver new media advertising campaigns to a vast and targeted demographic and have available to them multiple touch points ranging from dispensary listings, interactive ads to social-networking clubs, product reviews and various other sponsored and unsponsored events. With this combination, we have been very competitive and sufficiently appealing that WeedMaps has captured significant market share in this industry and has become the most widely recognized website within this space. We believe that significant opportunities exist in this industry, and we will actively pursue this potential source of revenue during the year ending December 31, 2010 and beyond.

Recent Developments

On September 29, 2010, WeedMaps LLC. and LC Luxuries Ltd., a Nevada corporation ("LCLX"), entered into a Letter of Intent (the "LOI Agreement"). Pursuant to the LOI Agreement, and subject to the terms and conditions of the final Purchase Agreement, the LCLX agreed to purchase 57.5% of the total outstanding membership interest of WeedMaps LLC. The Acquisition formally closed on _____.

2. Basis of Presentation and Significant Accounting Policies.

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the Generally Accepted Accounting Principles in the United States of America ("GAAP"). In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. Results for the year ended December 31, 2009 and for the nine months ended September 30, 2010, are not necessarily indicative of the results that may be expected for the year ending December 31, 2010.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. These estimates are based on knowledge of current events and anticipated future events and accordingly, actual results may differ from those estimates.

Cash and Cash equivalents

We maintain cash in bank and deposit accounts, which, at times, exceed federally insured limits. We have not experienced any losses in such accounts. We believe that we are not exposed to any significant credit risk on cash and cash equivalents.

We consider only highly liquid investments such as money market funds and commercial paper with maturities of 90 days or less at the date of their acquisition as cash and cash equivalents. There were no cash equivalents as of September 30, 2010, and December 31, 2009.

Fair Value of Financial Instruments

The carrying amounts of financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and any accrued liabilities, approximate fair value as of September 30, 2010, because of their generally short term nature.

Accounts Receivable

Accounts receivable are recorded at the invoice amount and do not bear interest.

Impairment of Long-Lived and Intangible Assets

In accordance with Accounting for the Impairment or Disposal of Long-Lived Assets, the Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable. The Company assesses the recoverability of the long-lived and intangible assets by comparing the carrying amount to the estimated future undiscounted cash flow associated with the related assets. No impairment was recognized during the year ended December 31, 2009 nor during the nine months ended September30, 2010.

Property and Equipment

Property and equipment are recorded at cost and depreciated using the straight-line method over the useful lives of the assets, generally from three to seven years.

Subsequent Events

During May 2009 and February 2010, the FASB issued new authoritative pronouncement regarding recognized and non-recognized subsequent events. This guidance establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before the financial statements are issued or are available to be issued. The Company adopted this guidance and it had no impact on the Company's results of operations or financial position. The Company has evaluated subsequent events through October ___, 2010, the date that the financial statements were available to be issued. Other than the events in Note 7 Subsequent Events, the Company is not aware of any subsequent events, which would require recognition or disclosure in the financial statements.

Income Taxes

We follow "Accounting for Income Taxes" that requires recognition of deferred income tax liabilities and assets for the expected future tax consequences of temporary differences between the income tax basis and financial reporting basis of assets and liabilities. Provision for income taxes consists of taxes currently due plus deferred taxes.

The charge for taxation is based on the results for the year as adjusted for items, which are non-assessable or disallowed. It is calculated using tax rates that have been enacted or substantively enacted by the balance sheet date. Deferred tax is accounted for using the balance sheet liability method in respect of temporary differences arising from differences between the carrying amount of assets and liabilities in the financial statements and the corresponding tax basis used in the computation of assessable tax profit. In principle, deferred tax liabilities are recognized for all taxable temporary differences, and deferred tax assets are recognized to the extent that it is probable that taxable profit will be available against which deductible temporary differences can be utilized.

Deferred tax is calculated at the tax rates that are expected to apply to the period when the asset is realized or the liability is settled. Deferred tax is charged or credited in the income statement, except when it relates to items credited or charged directly to equity, in which case the deferred tax is also recorded in equity. Deferred tax assets and liabilities are offset when they relate to income taxes levied by the same taxation authority and we intend to settle our current tax assets and liabilities on a net basis.

We have adopted "Accounting for Uncertainty in Income Taxes". A tax position is recognized as a benefit only if it is "more likely than not" that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax benefit is recorded. The adoption of ASC 740-10-25 had no effect on our financial statements.

Recent Accounting Pronouncements

In September 2009, the Financial Accounting Standards Board ("FASB") issued the FASB Accounting Standards Update No. 2009-09 "Accounting for Investments-Equity Method and Joint Ventures and Accounting for Equity-Based Payments to Non-Employees". This update represents a correction to Section 323-10-S99-4, Accounting by an Investor for Stock-Based Compensation Granted to Employees of an Equity Method Investee. Additionally, it adds observer comment Accounting Recognition for Certain Transactions Involving Equity Instruments Granted to Other Than Employees to the FASB Accounting Standards Codification (the "Codification"). We do not expect the adoption to have a material impact on our financial position, results of operations or cash flows.

In August 2009, the FASB issued the FASB Accounting Standards Update No. 2009-05 "Fair Value Measurement and Disclosures Topic 820 - Measuring Liabilities at Fair Value", which provides amendments to subtopic 820-10, Fair Value Measurements and Disclosures - Overall, for the fair value measurement of liabilities. This update provides clarification that in circumstances in which a quoted price in an active market for the identical liability is not available, a reporting entity is required to measure fair value using one or more of the following techniques: 1) a valuation technique that uses: a. the quoted price of the identical liability when traded as an asset, or b. quoted prices for similar liabilities or similar liabilities when traded as assets; or 2) another valuation technique that is consistent with the principles of topic 820. Two examples would be an income approach, such as a present value technique, or a market approach, such as a technique that is based on the amount at the measurement date that the reporting entity would pay to transfer the identical liability or would receive to enter into the identical liability. The amendments in this update also clarify that when estimating the fair value of a liability, a reporting entity is not required to include a separate input or adjustment to other inputs relating to the existence of a restriction that prevents the transfer of the liability. The amendments in this update also clarify that both a quoted price in an active market for the identical liability when traded as an asset in an active market when no adjustments to the quoted price of the asset are required are Level 1 fair value

measurements. We do not expect the adoption of this update to have a material impact on our financial position, results of operations or cash flows.

In May 2009, the FASB issued standards that require management to evaluate subsequent events through the date the financial statements are either issued, or available to be issued. Companies are required to disclose the date through which subsequent events have been evaluated. This standard is effective for interim or annual financial periods ending after June 15, 2009. We evaluated our September 30, 2010 financial statements for subsequent events through October _____, 2010, the date the financial statements were available to be issued. Other than the events in Note 7, we are not aware of any subsequent events, which would require recognition or disclosure in the financial statements.

In January 2010, FASB issued ASU No. 2010-06 - Improving Disclosures about Fair Value Measurements. This update provides amendments to Subtopic 820-10 that requires new disclosure as follows: 1) Transfers in and out of Levels 1 and 2. A reporting entity should disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and describe the reasons for the transfers. 2) Activity in Level 3 fair value measurements. In the reconciliation for fair value measurements using significant unobservable inputs (Level 3), a reporting entity should present separately information about purchases, sales, issuances, and settlements (that is, on a gross basis rather than as one net number). This update provides amendments to Subtopic 820-10 that clarify existing disclosures as follows: 1) Level of disaggregation. A reporting entity should provide fair value measurement disclosures for each class of assets and liabilities. A class is often a subset of assets or liabilities within a line item in the statement of financial position. A reporting entity needs to use judgment in determining the appropriate classes of assets and liabilities. 2) Disclosures about inputs and valuation techniques. A reporting entity should provide disclosures about the valuation techniques and inputs used to measure fair value for both recurring and nonrecurring fair value measurements. Those disclosures are required for fair value measurements that fall in either Level 2 or Level 3. The new disclosures and clarifications of existing disclosures are effective for interim and annual reporting periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements. These disclosures are effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years. We are currently evaluating the impact of this ASU, however, we do not expect the adoption of this ASU to have a material impact on our consolidated financial statements.

The Company has implemented all new accounting pronouncements that are in effect and that may impact its financial statements and does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

3. Note Receivables

On September 13, 2010, the Company entered into a Promissory Note bearing no interest with SiliconPalms.com, Inc., pursuant to the terms of which, the Company agreed to loan SiliconPalms.com, Inc. $25,000 for a period of 90 days at zero interest and, in exchange, SiliconPalms.com, Inc. agreed to place as collateral certain domain names in its possession.

4. Note Receivables – Related Party

On September 30, 2010, the Company entered into a Promissory Note and Loan Agreement (the "Promissory Note") with Prometheus Institute, Incorporated, a California corporation ("Prometheus"), of which Mr. Justin Hartfield and Mr. Keith Hoerling, our co-founders, currently serve as Executive Vice President and Chief Technology Officer, respectively. Pursuant to the terms of the Promissory Note, the

Company loaned Prometheus $10,000 with an interest rate of zero and a maturity date 45 days from the date of issuance.

5. Intangible Assets

Intangible assets consist of a suite of websites and Internet properties consisting of WeedVote.com, WeedList.com, WeedPorn.com, WeedOrSkin.com, WeedMixtapes.com, WeedFreebies.com, WeedBattle.com, WeedMart.com, WeedMaps.com, Legalmarijuanadispensary.com, and WeedLeak.com.

The Company's websites and domain names have been determined to have an indefinite useful life based primarily on the renewability of the domain name. Intangible assets with an indefinite life are not subject to amortization, but will be subject to periodic evaluation for impairment.

6. Members' Equity

WeedMaps LLC. was initially formed on July 20, 2009 and subsequently capitalized with capital contributions from our two founding members. The cash proceeds from the capitalization were contributed to the Company and are reflected in the Company's members' equity.

As of September 30, 2010, we had issued 1,000 units of member equity.

The members' equity account of the Company at December 31, 2010 reflects $2,000 in cash proceeds and the associated underlying vested 500 units issued to each of the two Company founders.

The members' equity account of the Company at September 30, 2010 reflects an aggregate 150 units of members' equity, consisting of 75 units of members' equity from each of the two founding members vested portion, that was transferred to an executive of the company as consideration for his services.

7. Subsequent Events

We have evaluated subsequent events through October ___, 2010 the date that the financial statements were available to be issued.

Subsequent to the quarter ending September 30, 2010, we entered into an Acquisition Agreement with LC Luxuries Ltd., a Nevada corporation ("LCLX"), pursuant to the terms and conditions thereof, LCLX agreed to purchase remaining Membership Ownership Percentage of _____ of the total outstanding membership interest of WeedMaps LLC. The Acquisition formally closed on _____.

Exhibit F

Earn-Out Provisions

1. Each of the Members will be issued Three Million (3,000,000) shares of common stock of LCLX on January 31, 2012 (the "**2012 Issuance Date**"), if the gross revenues of LC Merger Sub for the fiscal year ended December 31, 2011 (the "**2011 Gross Revenues**") are at least twenty percent (20%) higher than they were for the fiscal year ended December 31, 2010 (the "**2010 Gross Revenues**"). If the 2011 Gross Revenues are at least ten percent (10%), but less than twenty percent (20%), higher than the 2010 Gross Revenues, then the number of shares to be issued hereunder shall be reduced to One Million Two Hundred Fifty Thousand (1,250,000) shares each. If the 2011 Gross Revenues are less than ten percent (10%) higher than the 2010 Gross Revenues, then no shares shall be issued hereunder.

Notwithstanding the foregoing, each Member shall not be issued more shares than the number equal to Twenty Percent (20%) of the number of LCLX shares publicly traded during the sixty (60) trading days prior to the 2012 Issuance Date; any shares that were not issued to a Member as a result of this paragraph shall be held by LCLX and released to the Member in accordance with Subsection 4, below.

2. Each of the Members will be issued Three Million (3,000,000) shares of common stock of LCLX on January 31, 2013 (the "**2013 Issuance Date**"), if the gross revenues of LC Merger Sub for the fiscal year ended December 31, 2012 (the "**2012 Gross Revenues**") are at least twenty percent (20%) higher than 2011 Gross Revenues. If the 2012 Gross Revenues are at least ten percent (10%), but less than twenty percent (20%), higher than the 2011 Gross Revenues, then the number of shares to be issued hereunder shall be reduced to One Million Two Hundred Fifty Thousand (1,250,000) shares each. If the 2012 Gross Revenues are less than ten percent (10%) higher than the 2011 Gross Revenues, then no shares shall be issued hereunder.

Notwithstanding the foregoing, each Member shall not be issued more shares than the number equal to Twenty Percent (20%) of the number of LCLX shares publicly traded during the sixty (60) trading days prior to the 2013 Issuance Date; any shares that were not issued to a Member as a result of this paragraph shall be held by LCLX and released to the Member in accordance with Subsection 4, below.

3. Each of the Members will be issued Two Million (2,000,000) shares of common stock of LCLX on January 31, 2014 (the "**2014 Issuance Date**"), if the gross revenues of LC Merger Sub for the fiscal year ended December 31, 2013 (the "**2013 Gross Revenues**") are at least twenty percent (20%) higher than 2012 Gross Revenues. If the 2013 Gross Revenues are at least ten percent (10%), but less than twenty percent (20%), higher than the 2012 Gross Revenues, then the number of shares to be issued hereunder shall be reduced to One Million Two Hundred Fifty Thousand (1,250,000) shares each. If the 2013 Gross Revenues are less than ten percent (10%) higher than the 2012 Gross Revenues, then no shares shall be issued hereunder.

Notwithstanding the foregoing, each Member shall not be issued more shares than the number equal to Twenty Percent (20%) of the number of LCLX shares publicly traded during the

sixty (60) trading days prior to the 2014 Issuance Date; any shares that were not issued to a Member as a result of this paragraph shall be held by LCLX and released to the Member in accordance with Subsection 4, below.

4. Any shares held by LCLX as a result of the trading volume limitations set forth above shall be released to the applicable Member on January 31, 2015.

Schedules

3.1.3 – Capitalization of LCLX

On October 28 and 29, 2010, the Directors and majority shareholders, respectively, of LCLL approved both an Amendment to its Certificate of Incorporation, and Restated Articles of Incorporation that, among other things, (i) change the name of LCLX to General Cannabis, Inc., and (ii) authorize a class of blank-check preferred stock in the amount of 20,000,000 shares. Both the Amendment and the Restated Articles are scheduled to be effective November 19, 2010.

3.1.8 – Disputes and Litigation

None.

3.1.9 – Compliance with Laws

None.

DISCLOSURE SCHEDULE

This Disclosure Schedule (the "Schedule") is provided in connection with that certain Agreement and Plan of Reorganization (the "Agreement"), dated as of November ___, 2010, by and between Weemaps, LLC, a Nevada limited liability company (the "Company"), and its members (the "Members") on the one hand and LC Luxuries Limited, a Nevada corporation, and its wholly owned subsidiary LC Merger Corp., a Nevada corporation (together hereinafter referred to as "LCLL") on the other hand. This Schedule is arranged in Sections corresponding to the numbered and lettered sections and subsections contained in Article2 of the Agreement and the disclosures in any section or subsection of this Schedule shall qualify other sections of the Agreement to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections. Unless otherwise defined, the capitalized terms herein shall have the meanings assigned to such terms in the Agreement. Nothing in this Schedule constitutes an admission to any third party or an admission against any party or its members, managers, interest holders, officers, shareholders, directors.

Schedule 2.1.7

Tax

(a) The Company 2009 income tax return has been prepared but has not been filed.

Schedule 2.1.9

Compliance with Laws

Schedule 2.1.7(a) is incorporated herein by reference

Schedule 2.1.12

Assets

DomainName	TLD	ExpirationDate	Status	Privacy	Locked
420COALITION.ORG	.org	8/8/2011 3:57	Active	Public	Locked
420PROPERTIES.COM	.com	1/20/2011 1:31	Active	Public	Locked
ALASKADISPENSARIES.COM	.com	11/3/2011 17:32	Active	Public	Locked
ALBUQUERQUECANNABIS.COM	.com	11/3/2011 17:32	Active	Public	Locked
BADASSIFICATION.COM	.com	3/24/2011 13:41	Active	Public	Locked
BALTIMORECANNABIS.COM	.com	11/3/2011 17:32	Active	Public	Locked
BETTERTHANRESVERATROL.COM	.com	5/22/2011 21:25	Active	Public	Locked
CALIFORNIACANANBISCLUBS.COM	.com	2/22/2011 18:11	Active	Public	Locked
CALIFORNIAMEDICALMARIJUANA.NET	.net	2/16/2011 0:46	Active	Public	Locked
CANNABISCLUBS.COM	.com	3/26/2012 18:47	Active	Public	Locked
CANNABISCONCENTRATES.COM	.com	8/15/2011 16:51	Active	Public	Locked
CANNABISSPECTROMETER.COM	.com	8/9/2011 12:33	Active	Public	Locked
CANNABISVENTURES.COM	.com	6/1/2011 15:05	Active	Public	Locked
CANOGAPARKCANNABISCLUBS.COM	.com	4/29/2011 14:46	Active	Public	Locked
CHECKMATESEO.COM	.com	5/5/2011 14:06	Active	Public	Locked
CHECKMATESEO.INFO	.info	5/5/2011 19:06	Active	Public	Locked
CHECKMATESEO.NET	.net	5/5/2011 14:06	Active	Public	Locked
CHECKMATESEO.ORG	.org	5/5/2011 19:06	Active	Public	Locked
CHICAGODISPENSARIES.COM	.com	11/3/2011 17:32	Active	Public	Locked
CLOUDBOOKLOUNGE.COM	.com	1/20/2011 3:29	Active	Public	Locked
CLUBREVIEWSVEGAS.COM	.com	11/27/2010 3:52	Active	Public	Locked
COLLEGEGIRLSPARTYING.NET	.net	5/1/2011 23:47	Active	Public	Locked
CONCENTRATEDRESVERATROL.COM	.com	5/22/2011 21:25	Active	Public	Locked
DEBATEMARIJUANA.COM	.com	3/9/2011 12:40	Active	Public	Locked
DEBATEMARIJUANAPROHIBITION.COM	.com	5/24/2011 10:34	Active	Public	Locked
DEBATINGMARIJUANA.COM	.com	5/24/2011 10:34	Active	Public	Locked
DENNISPERON.COM	.com	10/27/2011 15:59	Active	Public	Locked
DISCOUNTGRINDERS.COM	.com	1/19/2011 19:28	Active	Public	Locked
DISGRUNTLEDTRAVELERS.ORG	.org	7/19/2011 6:41	Active	Public	Locked
DISPENSARYDEFENSEGROUP.COM	.com	6/7/2011 10:17	Active	Public	Locked
DISPENSARYMAPS.COM	.com	7/20/2011 23:27	Active	Public	Locked
DIYDEMOCRACY.ORG	.org	7/19/2011 6:41	Active	Public	Locked
DOITYOURSELFDEMOCRACY.ORG	.org	7/19/2011 6:41	Active	Public	Locked
DOMAINNAMEADVANCES.COM	.com	9/6/2011 16:42	Active	Public	Locked
DOMAINNAMELEND.COM	.com	9/6/2011 16:42	Active	Public	Locked
DUMPHIMGIRL.COM	.com	8/26/2011 13:53	Active	Public	Locked
EXPERIENCETRUELOVE.COM	.com	8/26/2011 13:52	Active	Public	Locked
FACEBOOKPICKUP.COM	.com	3/25/2011 17:04	Active	Public	Locked
FLINTCANNABIS.COM	.com	11/3/2011 17:32	Active	Public	Locked
FLYINGSUCKS.ORG	.org	7/19/2011 6:41	Active	Public	Locked
FREEDOMQUORUM.COM	.com	8/24/2011 13:21	Active	Public	Locked
FREERUSSIANPROXY.COM	.com	5/14/2011 22:09	Active	Public	Locked
GENERALCANNABIS.COM	.com	5/27/2011 11:13	Active	Public	Locked
GENERALMARIJUANA.COM	.com	5/25/2011 11:27	Active	Public	Locked

GLASSPIECE.COM	.com	2/7/2011 12:13	Active	Public	Locked
GLOBALIZATIONMALL.ORG	.org	7/19/2011 6:41	Active	Public	Locked
GRAPESEEDEXTRACTRESVERATROL.COM	.com	5/22/2011 21:25	Active	Public	Locked
GREEDMAPS.COM	.com	3/8/2011 20:07	Active	Public	Locked
GROWINGPOT.ORG	.org	1/11/2011 7:07	Active	Public	Locked
GROWINGSYSTEM.NET	.net	11/8/2010 2:32	Active	Public	Locked
GROWINGWEED.ORG	.org	11/9/2010 7:20	Active	Public	Locked
GROWSYSTEMS.NET	.net	11/8/2010 2:32	Active	Public	Locked
HEROJUANA.COM	.com	11/2/2011 12:40	Active	Public	Locked
HOLLYWOODCANNABISCLUBS.COM	.com	3/22/2011 10:06	Active	Public	Locked
HOLLYWOODNORML.COM	.com	2/27/2011 12:34	Active	Public	Locked
HOLLYWOODNORML.ORG	.org	2/27/2011 17:33	Active	Public	Locked
HOUSEPARTYSUPPLIES.COM	.com	4/17/2011 19:27	Active	Public	Locked
HOUSTONCANNABISCLUB.COM	.com	11/3/2011 17:32	Active	Public	Locked
HYDROPONICMAPS.COM	.com	4/19/2011 17:45	Active	Public	Locked
IPHONESOFTWAREDEVELOPER.COM	.com	11/19/2010 20:59	Active	Public	Locked
JOHNFRANKIII.COM	.com	9/4/2011 12:35	Active	Public	Locked
JOHNMALONEFRANKIII.COM	.com	9/4/2011 12:37	Active	Public	Locked
JOOMAJAX.COM	.com	1/31/2011 1:44	Active	Public	Locked
JOOMAJAX.NET	.net	1/31/2011 1:44	Active	Public	Locked
JUSTINHARTFIELD.COM	.com	4/29/2011 14:16	Active	Public	Locked
KEYWORDEVALUATOR.COM	.com	12/1/2010 16:56	Active	Public	Locked
KUSHCLONES.COM	.com	6/15/2011 9:44	Active	Public	Locked
KUSHMAPS.COM	.com	6/15/2011 14:05	Active	Public	Locked
KUSHPURPLE.COM	.com	10/12/2011 19:23	Active	Public	Locked
KUSHSMOKE.COM	.com	10/12/2011 19:23	Active	Public	Locked
KUSHSMOKESHOP.COM	.com	10/12/2011 19:23	Active	Public	Locked
LAZYHUSTLE.COM	.com	5/25/2011 15:23	Active	Public	Locked
LEGALMARIJUANADISPENSARY.COM	.com	8/17/2019 16:35	Active	Private	Locked
LEGALMARIJUANAVENDOR.COM	.com	6/5/2011 0:46	Active	Public	Locked
LICENSEDFOOL.COM	.com	5/3/2011 23:57	Active	Public	Locked
LIFEWORKAROUND.COM	.com	5/25/2011 22:25	Active	Public	Locked
LIFEWORKAROUNDS.COM	.com	5/25/2011 22:25	Active	Public	Locked
LONGBEACHCANNABISCLUBS.COM	.com	3/22/2011 10:06	Active	Public	Locked
MACBOOKLOUNGE.COM	.com	1/31/2011 3:06	Active	Public	Locked
MAINECANNABISCLUB.COM	.com	11/3/2011 17:32	Active	Public	Locked
MAINEDISPENSARIES.COM	.com	11/3/2011 17:32	Active	Public	Locked
MAPWEED.COM	.com	10/30/2011 18:56	Active	Public	Locked
MARIJUANAARTGALLERY.COM	.com	5/27/2011 11:13	Active	Public	Locked
MARIJUANABUYERSLEAGUE.COM	.com	7/28/2011 23:25	Active	Private	Locked
MARIJUANACONCENTRATES.COM	.com	8/15/2011 16:51	Active	Public	Locked
MARIJUANACONSULTATIONS.COM	.com	2/26/2011 1:52	Active	Public	Unlocked
MARIJUANAMITZVAH.COM	.com	10/6/2011 10:17	Active	Public	Locked
MARIJUANANEWSNETWORK.COM	.com	8/23/2011 22:39	Active	Public	Locked
MARIJUANASPECTROMETER.COM	.com	8/9/2011 12:33	Active	Public	Locked
MARIJUANAVENTURES.COM	.com	6/1/2011 15:05	Active	Public	Locked
MASSSPECTROMETER.ORG	.org	8/9/2011 17:33	Active	Public	Locked
MAUICANNABISCLUB.COM	.com	11/3/2011 17:32	Active	Public	Locked
MAUIDISPENSARY.COM	.com	11/3/2011 17:32	Active	Public	Locked
MEDICALMARIJUANACLINIC.COM	.com	2/24/2011 18:57	Active	Public	Locked

MEDICALMARIJUANADISPENSARIES.COM	.com	8/11/2011 13:30	Active	Public	Unlocked
MEDICALMARIJUANAJOBS.COM	.com	4/17/2011 19:22	Active	Public	Locked
MEDICALMARIJUANAPATIENTFORUM.COM	.com	6/11/2011 23:46	Active	Public	Locked
MEDICALMARIJUANAPRESCRIPTIONS.COM	.com	1/19/2011 3:08	Active	Public	Locked
MEDICSEO.COM	.com	6/22/2011 14:37	Active	Public	Locked
MEDICSEO.NET	.net	6/22/2011 14:37	Active	Public	Locked
MMECRECS.COM	.com	4/21/2011 21:15	Active	Private	Locked
MONTANADISPENSARIES.COM	.com	11/3/2011 17:32	Active	Public	Locked
MYGGECO.COM	.com	1/16/2011 1:21	Active	Private	Locked
NEVADACANNABISCLUB.COM	.com	11/3/2011 17:32	Active	Public	Locked
NEWMARIJUANA.ORG	.org	8/8/2011 3:03	Active	Public	Locked
NEWMEXICODISPENSARY.COM	.com	11/3/2011 17:32	Active	Public	Locked
NIGHTCLUBPARTYPICTURES.COM	.com	5/1/2011 23:38	Active	Public	Locked
NIGHTCLUBREVIEWZ.COM	.com	11/27/2010 3:52	Active	Public	Locked
NOTANOTHERBRICK.ORG	.org	7/19/2011 6:41	Active	Public	Locked
NUGPORN.COM	.com	7/8/2011 22:18	Active	Public	Locked
NUGREVIEWS.COM	.com	2/11/2011 4:00	Active	Public	Locked
OAHUCANNABIS.COM	.com	11/3/2011 17:32	Active	Public	Locked
OFFICECRIBS.COM	.com	4/9/2011 16:03	Active	Public	Locked
ORANGECOUNTYCANNABISCLUBS.COM	.com	2/4/2011 14:55	Active	Public	Locked
ORANGECOUNTYSEARCHENGINEOPTIMIZATION.ORG	.org	9/20/2011 16:31	Active	Public	Locked
ORANGECOUNTYSEOEXPERT.COM	.com	9/20/2011 11:31	Active	Public	Locked
OREGONMARIJUANA.COM	.com	3/13/2011 3:18	Active	Public	Locked
PATIENTFREEBIE.COM	.com	9/7/2011 15:29	Active	Public	Locked
PATIENTFREEBIES.COM	.com	7/26/2011 22:45	Active	Public	Locked
PEOPLEFORTHEAMERICANDREAM.ORG	.org	7/19/2011 6:41	Active	Public	Locked
PEOPLEFORTHEDREAM.ORG	.org	7/19/2011 6:41	Active	Public	Locked
PILIVEFREE.ORG	.org	2/5/2011 21:12	Active	Public	Locked
PORTLANDDISPENSARY.COM	.com	11/3/2011 17:32	Active	Public	Locked
PRACTICAL-LIBERTARIAN.COM	.com	2/5/2011 16:12	Active	Public	Locked
PRACTICALLIBERTARIAN.ORG	.org	2/5/2011 21:12	Active	Public	Locked
PROMETHEUSINITIATIVES.ORG	.org	8/25/2011 20:21	Active	Public	Locked
QUINTESSENTIALMAN.COM	.com	4/2/2011 18:29	Active	Public	Locked
RAW-ETHER.COM	.com	12/26/2010 20:08	Active	Private	Locked
RESVERATROLARTICLE.COM	.com	5/22/2011 21:25	Active	Public	Locked
RESVERATROLGRAPESEED.COM	.com	5/22/2011 21:25	Active	Public	Locked
RESVERATROLMETABOLISM.COM	.com	5/22/2011 21:25	Active	Public	Locked
RESVERATROLPILL.ORG	.org	11/2/2011 8:48	Active	Public	Locked
RESVERATROLREDWINES.COM	.com	5/28/2011 2:02	Active	Public	Locked
RESVERATROLSAFE.COM	.com	5/22/2011 21:25	Active	Public	Locked
RESVERATROLSIDEEFFECT.COM	.com	5/25/2011 0:09	Active	Public	Locked
RESVERATROLSTRUCTURE.COM	.com	5/22/2011 21:25	Active	Public	Locked
RESVERATROLTOXICITY.COM	.com	5/22/2011 21:25	Active	Public	Locked
RESVERATROLTREATMENT.COM	.com	5/22/2011 21:25	Active	Public	Locked
RHODEISLANDCANNABISCLUB.COM	.com	11/3/2011 17:32	Active	Public	Locked
SADDLEBACKSEO.COM	.com	9/27/2011 22:48	Active	Public	Locked
SALVIAPURCHASE.COM	.com	2/6/2011 23:08	Active	Public	Locked
SANTABARBARACANNABISCLUBS.COM	.com	4/29/2011 14:46	Active	Public	Locked
SEATTLECANNABISCLUB.COM	.com	11/3/2011 17:32	Active	Public	Locked
SEATTLEDISPENSARIES.COM	.com	11/3/2011 17:32	Active	Public	Locked

SEOJOBS.BIZ	.biz	2/10/2011 23:59	Active	Public	Locked
SIMPLIFYYOURGOV.ORG	.org	2/6/2011 17:35	Active	Public	Locked
SIMPLIFYYOURSTATE.ORG	.org	2/6/2011 20:26	Active	Public	Locked
SMOKE-SHOPS.ORG	.org	11/13/2010 7:38	Active	Public	Locked
SMOKEKUSH.COM	.com	10/12/2011 19:23	Active	Public	Locked
SMOKETHATWEED.COM	.com	8/25/2011 10:56	Active	Public	Locked
SOURCEOFRESVERATROL.COM	.com	5/22/2011 21:25	Active	Public	Locked
SPORTSBETTINGDEMYSTIFIED.COM	.com	3/28/2011 0:35	Active	Public	Locked
STARCRAFT2BATTLEREPORT.COM	.com	11/9/2010 17:33	Active	Public	Locked
STARCRAFT2TOURNAMENT.COM	.com	11/9/2010 17:33	Active	Public	Locked
STONERTAINMENT.COM	.com	1/11/2011 23:44	Active	Public	Locked
STRAINMENUS.COM	.com	6/8/2011 13:59	Active	Public	Locked
SUPERPLASTICSURGEONS.COM	.com	11/18/2010 16:32	Active	Public	Locked
THEAMERICANEVOLUTIONBOOK.COM	.com	3/9/2011 17:43	Active	Public	Locked
THEPROMETHEUSINSTITUTE.COM	.com	2/5/2011 16:12	Active	Public	Locked
THEPROMETHEUSINSTITUTE.NET	.net	2/5/2011 16:12	Active	Public	Locked
THEWEEDMAP.COM	.com	8/19/2011 10:22	Active	Public	Locked
THEWEEDMAPS.COM	.com	8/19/2011 10:22	Active	Public	Locked
THINKPI.ORG	.org	6/27/2012 5:31	Active	Public	Locked
TIPSFORMEN.ORG	.org	3/28/2011 17:53	Active	Public	Locked
UNCLUTTERYOURGOV.ORG	.org	2/6/2011 17:35	Active	Public	Locked
UNWEED.COM	.com	7/12/2011 14:52	Active	Public	Locked
UPGRADESOCIALSECURITY.ORG	.org	7/19/2011 6:41	Active	Public	Locked
UPGRADESS.ORG	.org	7/19/2011 6:41	Active	Public	Locked
URBAN-SAGE.COM	.com	12/17/2011 23:19	Active	Public	Locked
VANNUYSCANNABISCLUBS.COM	.com	4/29/2011 14:46	Active	Public	Locked
VAPECAFE.COM	.com	8/24/2011 14:48	Active	Public	Locked
VAPEHOOKAH.COM	.com	9/7/2011 15:13	Active	Public	Locked
VAPORIZERREVIEWFORUM.COM	.com	11/4/2011 16:36	Active	Public	Locked
VENDORMAPS.COM	.com	5/31/2011 23:54	Active	Public	Locked
VERMONTDISPENSARIES.COM	.com	11/3/2011 17:32	Active	Public	Locked
WASHINGTONCANNABISCLUB.COM	.com	11/3/2011 17:32	Active	Public	Locked
WEEDACTIVIST.COM	.com	6/13/2011 22:48	Active	Public	Locked
WEEDACTIVISTS.COM	.com	6/13/2011 22:48	Active	Public	Locked
WEEDAFFAIR.COM	.com	5/18/2011 0:20	Active	Public	Locked
WEEDBABIES.COM	.com	10/14/2011 16:19	Active	Public	Locked
WEEDBITS.COM	.com	11/17/2010 16:17	Active	Public	Locked
WEEDBOOTCAMP.COM	.com	5/6/2011 1:27	Active	Public	Locked
WEEDBUFFET.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDCAPTIAL.COM	.com	8/2/2011 9:58	Active	Public	Locked
WEEDCHIC.COM	.com	9/17/2011 1:02	Active	Public	Locked
WEEDCOUPONS.COM	.com	6/18/2012 13:36	Active	Public	Locked
WEEDCRUMBS.COM	.com	11/16/2010 17:47	Active	Public	Locked
WEEDECONOMY.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDELITE.COM	.com	9/10/2011 10:51	Active	Public	Locked
WEEDFLOWERS.COM	.com	6/13/2011 22:48	Active	Public	Locked
WEEDFREEBIES.COM	.com	5/6/2011 1:27	Active	Public	Locked
WEEDFUCK.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDHEROS.COM	.com	8/28/2011 10:47	Active	Public	Locked
WEEDHIPHOP.COM	.com	6/13/2011 22:48	Active	Public	Locked

WEEDINTERNATIONAL.COM	.com	5/28/2011 11:39	Active	Public	Locked
WEEDJEW.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDLEAK.COM	.com	7/30/2011 17:55	Active	Public	Locked
WEEDLINK.COM	.com	1/27/2011 16:37	Active	Private	Locked
WEEDLIST.COM	.com	9/21/2011 23:07	Active	Public	Locked
WEEDLOUNGES.COM	.com	9/10/2011 10:49	Active	Public	Locked
WEEDMAPS.CA	.ca	7/27/2011 0:00	Active	Public	Locked
WEEDMAPS.CC	.cc	7/27/2011 20:19	Active	Public	Locked
WEEDMAPS.COM	.com	7/21/2011 14:05	Active	Private	Locked
WEEDMAPS.ME	.me	7/28/2011 1:19	Active	Public	Locked
WEEDMAPS.TV	.tv	7/27/2011 20:18	Active	Public	Locked
WEEDMAPSDAILY.COM	.com	8/28/2011 12:43	Active	Public	Locked
WEEDMAPSDISCOUNT.COM	.com	1/19/2011 19:28	Active	Public	Locked
WEEDMAPSFASHION.COM	.com	7/29/2011 9:53	Active	Public	Locked
WEEDMAPSMEDIA.COM	.com	8/2/2011 16:42	Active	Public	Locked
WEEDMAPSWHOLESALE.COM	.com	1/19/2011 19:28	Active	Public	Locked
WEEDMART.NL		8/14/2011 21:39	Active	Public	Locked
WEEDMEGASTORE.COM	.com	5/18/2011 0:20	Active	Public	Locked
WEEDMIXTAPE.COM	.com	5/6/2011 1:38	Active	Public	Locked
WEEDMIXTAPES.COM	.com	8/4/2011 16:12	Active	Public	Locked
WEEDNAPS.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDORGY.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDORWOMEN.COM	.com	6/4/2011 16:11	Active	Public	Locked
WEEDPASSPORT.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDPHOTOGRAPHS.COM	.com	10/14/2011 16:19	Active	Public	Locked
WEEDPROFESSIONAL.COM	.com	10/14/2011 16:19	Active	Public	Locked
WEEDPUB.COM	.com	9/10/2011 10:49	Active	Public	Locked
WEEDPUBS.COM	.com	9/10/2011 10:49	Active	Public	Locked
WEEDROCKSTAR.COM	.com	5/6/2011 1:35	Active	Public	Locked
WEEDSCOOP.COM	.com	7/30/2011 17:55	Active	Public	Locked
WEEDSE.COM	.com	8/9/2011 15:38	Active	Public	Locked
WEEDSEEDMART.COM	.com	10/12/2011 0:48	Active	Public	Locked
WEEDSENIORS.COM	.com	9/17/2011 1:02	Active	Public	Locked
WEEDSMOKEBUDDIES.COM	.com	8/4/2011 15:51	Active	Public	Locked
WEEDSTOCKEXCHANGE.COM	.com	8/9/2011 15:38	Active	Public	Locked
WEEDSTRAINEXCHANGE.COM	.com	9/21/2011 13:26	Active	Public	Locked
WEEDSTRIPCLUB.COM	.com	6/13/2011 23:59	Active	Public	Locked
WEEDSTRIPCLUBS.COM	.com	6/13/2011 23:59	Active	Public	Locked
WEEDSTRIPER.COM	.com	6/13/2011 23:59	Active	Public	Locked
WEEDSUMMIT.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDSX.COM	.com	8/9/2011 15:38	Active	Public	Locked
WEEDTARDED.COM	.com	5/18/2011 1:34	Active	Public	Locked
WEEDTITTYBAR.COM	.com	6/13/2011 23:59	Active	Public	Locked
WEEDTOURIST.COM	.com	10/14/2011 16:19	Active	Public	Locked
WEEDVENTURES.COM	.com	7/26/2011 11:59	Active	Public	Locked
WEEDVINEYARDS.COM	.com	9/17/2011 1:02	Active	Public	Locked
WEEDVOTE.COM	.com	5/6/2011 1:27	Active	Public	Locked
WEEDVOTER.COM	.com	6/2/2011 12:55	Active	Public	Locked
WEEDWOOT.COM	.com	6/1/2011 23:32	Active	Public	Locked
WEEDZINE.COM	.com	3/22/2011 13:07	Active	Public	Locked

WHERETOFINDMARIJUANA.COM	.com	11/4/2011 2:08	Active	Public	Locked
WHYFLYINGSUCKS.ORG	.org	7/19/2011 6:41	Active	Public	Locked
WINEANTIOXIDANT.COM	.com	5/22/2011 21:25	Active	Public	Locked
WOODLANDHILLSCANNABISCLUBS.COM	.com	4/29/2011 14:46	Active	Public	Locked
ZEN-ENTHEOGENS.COM	.com	12/21/2010 19:21	Active	Public	Locked
ZEN-GOVERNMENT.ORG	.org	2/6/2011 17:35	Active	Public	Locked
WEEDGEOCACHING.COM	.com	10/14/2011 16:20	Active	Public	Locked
WEEDHOLIDAY.COM	.com	10/14/2011 16:19	Active	Public	Locked
WEEDTOURISM.COM	.com	10/14/2011 16:19	Active	Public	Locked
WEEDTRAVELING.COM	.com	10/14/2011 16:19	Active	Public	Locked
WEEDWORKERS.COM	.com	10/14/2011 16:19	Active	Public	Locked

Exhibit B-1

SECURED PROMISSORY NOTE

Maker: LC Luxuries Limited, a Nevada corporation **Holder: Justin Hartfield**

Principal Amount: $900,000.00 **Rate: 0.35%** **Date: November 19, 2010**

Promise to Pay: FOR VALUE RECEIVED, LC Luxuries Limited, a Nevada corporation ("Maker"), hereby promises to pay on or before January 10, 2012 (the "Maturity Date") to the order of Justin Hartfield ("Holder"), at 2183 Fairview Rd, Ste 101, Costa Mesa, California, or at such other place or to such other party as the Holder may from time to time designate in writing, the principal sum of Nine Hundred Thousand Dollars and no cents ($900,000.00), together with accrued interest on the unpaid principal from time to time outstanding, as set forth in this Secured Promissory Note (this "Note") until fully paid.

This Note is being issued in connection with that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and its two members, namely Justin Hartfield and Keith Hoerling (collectively, the "Members"), on the one hand, and Maker and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of Maker ("LC Merger Sub"), on the other hand, dated November 19, 2010 (the "Merger Agreement").

Payment. The principal, together with all accrued interest on this Note shall be payable on the Maturity Date (the "Note Payment"). This Note shall be payable by certified or bank cashier's check or by wire transfer of immediately available funds to an account designated by Holder in writing. Unless otherwise agreed or required by applicable law, all payments will be applied first to any charges, costs, expenses or late fees then owed to Holder, next to unpaid accrued interest, with any balance applied to principal.

Fixed Interest Rate. Commencing the date hereof, this Note shall accrue interest on the unpaid principal from time to time outstanding at a rate of 0.35% per annum. Accrued interest shall be due and payable concurrently with the Note Payment. In addition, accrued interest shall be due and payable upon any prepayment (to the extent thereof), at the maturity hereof (whether by acceleration or otherwise) and, thereafter, upon demand.

Prepayment. Prepayment of the principal and all accrued interest on this Note shall be allowed with the consent of Holder, and any such prepayment shall be applied first to interest accrued but unpaid to such date on the outstanding principal balance hereof immediately preceding such prepayment and then to reduction of the principal balance hereof.

Events of Default. Holder may, at its option, accelerate the maturity of this Note upon the occurrence of any of the following events (any one of which shall be deemed an

"Event of Default"), in which event the unpaid balance of this Note, together with accrued interest, shall become immediately due and payable without demand or notice:

1. The failure by Maker to pay the Note Payment on or before the Maturity Date;

2. The material breach or failure by Maker to perform any covenant or undertaking of Maker in this Note or under the Merger Agreement, and (other than failure by Maker to pay the Note Payment on or before the Maturity Date) each of such breach or failure to perform is not cured within ten (10) days following the receipt by Maker of written notice thereof by Holder; or

3. In the event that Maker shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of its property, (B) make a general assignment for the benefit of creditors, (C) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (D) be adjudicated as bankrupt or insolvent, (E) file a petition or take advantage of any other law providing for the relief of debtors, or (F) acquiesce to, or fail to have dismissed within forty-five (45) days, any petition filed against it in any involuntary case under such bankruptcy law.

Security. This Note is secured by the Collateral, as that term is defined in that certain Security Agreement, of an even date herewith and attached to the Merger Agreement as Exhibit C thereto, by and between Maker and LC Merger Sub, on the one hand, and the Members and Justin Hartfield as the "Collateral Agent", on the other hand (the "Security").

Waivers and General Provisions. Maker expressly waives presentment, protest and demand, notice of protest, demand, intention to accelerate the maturity of this Note and dishonor and nonpayment of this Note, and all other notices of any kind, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and endorsers hereof.

No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

Attorneys' Fees. If an action shall be brought on this Note, the losing party shall pay immediately upon demand all costs and expenses of the prevailing party, including reasonable attorneys' fees. The obligations set forth in this paragraph are separate and several, shall survive the discharge of this Note and the merger of this Note into any judgment on this Note.

Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Successors and Assigns. The provisions contained herein shall be binding upon, and inure to the benefit of, the heirs and successors of the parties hereto. This Note may not be assigned by either party without the prior written consent of the other party, which consent shall not be reasonably withheld.

Release. After the payment of all sums for which the Maker is obligated under this Note, the Holder shall deliver, or mail to the Maker at his or her last known address, such one or more good and sufficient instruments as may be necessary to acknowledge payment in full and to release the Security.

Governing Law. This Note, and every other agreement entered into or document signed in connection with this Note, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Secured Promissory Note to be executed at Costa Mesa, California as of the date first set forth above.

"Maker"

LC Luxuries Limited, a Nevada corporation

_____

By: _____

(print)

Exhibit B-2

SECURED PROMISSORY NOTE

Maker: LC Luxuries Limited, a Nevada corporation **Holder: Keith Hoerling**

Principal Amount: $900,000.00 **Rate: 0.35%** **Date: November 19, 2010**

Promise to Pay: FOR VALUE RECEIVED, LC Luxuries Limited, a Nevada corporation ("Maker"), hereby promises to pay on or before January 10, 2013 (the "Maturity Date") to the order of Keith Hoerling ("Holder"), at 2183 Fairview Rd, Ste 101, Costa Mesa, California, or at such other place or to such other party as the Holder may from time to time designate in writing, the principal sum of Nine Hundred Thousand Dollars and no cents ($900,000.00), together with accrued interest on the unpaid principal from time to time outstanding, as set forth in this Secured Promissory Note (this "Note") until fully paid.

This Note is being issued in connection with that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and its two members, namely Justin Hartfield and Keith Hoerling (collectively, the "Members"), on the one hand, and Maker and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of Maker ("LC Merger Sub"), on the other hand, dated November 19, 2010 (the "Merger Agreement").

Payment. The principal, together with all accrued interest on this Note shall be payable on the Maturity Date (the "Note Payment"). This Note shall be payable by certified or bank cashier's check or by wire transfer of immediately available funds to an account designated by Holder in writing. Unless otherwise agreed or required by applicable law, all payments will be applied first to any charges, costs, expenses or late fees then owed to Holder, next to unpaid accrued interest, with any balance applied to principal.

Fixed Interest Rate. Commencing the date hereof, this Note shall accrue interest on the unpaid principal from time to time outstanding at a rate of 0.35% per annum. Accrued interest shall be due and payable concurrently with the Note Payment. In addition, accrued interest shall be due and payable upon any prepayment (to the extent thereof), at the maturity hereof (whether by acceleration or otherwise) and, thereafter, upon demand.

Prepayment. Prepayment of the principal and all accrued interest on this Note shall be allowed with the consent of Holder, and any such prepayment shall be applied first to interest accrued but unpaid to such date on the outstanding principal balance hereof immediately preceding such prepayment and then to reduction of the principal balance hereof.

Events of Default. Holder may, at its option, accelerate the maturity of this Note upon the occurrence of any of the following events (any one of which shall be deemed an

"Event of Default"), in which event the unpaid balance of this Note, together with accrued interest, shall become immediately due and payable without demand or notice:

1. The failure by Maker to pay the Note Payment on or before the Maturity Date;

2. The material breach or failure by Maker to perform any covenant or undertaking of Maker in this Note or under the Merger Agreement, and (other than failure by Maker to pay the Note Payment on or before the Maturity Date) each of such breach or failure to perform is not cured within ten (10) days following the receipt by Maker of written notice thereof by Holder; or

3. In the event that Maker shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of its property, (B) make a general assignment for the benefit of creditors, (C) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (D) be adjudicated as bankrupt or insolvent, (E) file a petition or take advantage of any other law providing for the relief of debtors, or (F) acquiesce to, or fail to have dismissed within forty-five (45) days, any petition filed against it in any involuntary case under such bankruptcy law.

Security. This Note is secured by the Collateral, as that term is defined in that certain Security Agreement, of an even date herewith and attached to the Merger Agreement as Exhibit C thereto, by and between Maker and LC Merger Sub, on the one hand, and the Members and Justin Hartfield as the "Collateral Agent", on the other hand (the "Security").

Waivers and General Provisions. Maker expressly waives presentment, protest and demand, notice of protest, demand, intention to accelerate the maturity of this Note and dishonor and nonpayment of this Note, and all other notices of any kind, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and endorsers hereof.

No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

Attorneys' Fees. If an action shall be brought on this Note, the losing party shall pay immediately upon demand all costs and expenses of the prevailing party, including reasonable attorneys' fees. The obligations set forth in this paragraph are separate and several, shall survive the discharge of this Note and the merger of this Note into any judgment on this Note.

Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Successors and Assigns. The provisions contained herein shall be binding upon, and inure to the benefit of, the heirs and successors of the parties hereto. This Note may not be assigned by either party without the prior written consent of the other party, which consent shall not be reasonably withheld.

Release. After the payment of all sums for which the Maker is obligated under this Note, the Holder shall deliver, or mail to the Maker at his or her last known address, such one or more good and sufficient instruments as may be necessary to acknowledge payment in full and to release the Security.

Governing Law. This Note, and every other agreement entered into or document signed in connection with this Note, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Secured Promissory Note to be executed at Costa Mesa, California as of the date first set forth above.

"Maker"

LC Luxuries Limited, a Nevada corporation

_____

By: _____

(print)

Exhibit B-2

SECURED PROMISSORY NOTE

Maker: LC Luxuries Limited, a Nevada corporation **Holder: Justin Hartfield**

Principal Amount: $900,000.00 **Rate: 0.35%** **Date: November 19, 2010**

Promise to Pay: FOR VALUE RECEIVED, LC Luxuries Limited, a Nevada corporation ("Maker"), hereby promises to pay on or before January 10, 2013 (the "Maturity Date") to the order of Justin Hartfield ("Holder"), at 2183 Fairview Rd, Ste 101, Costa Mesa, California, or at such other place or to such other party as the Holder may from time to time designate in writing, the principal sum of Nine Hundred Thousand Dollars and no cents ($900,000.00), together with accrued interest on the unpaid principal from time to time outstanding, as set forth in this Secured Promissory Note (this "Note") until fully paid.

This Note is being issued in connection with that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and its two members, namely Justin Hartfield and Keith Hoerling (collectively, the "Members"), on the one hand, and Maker and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of Maker ("LC Merger Sub"), on the other hand, dated November 19, 2010 (the "Merger Agreement").

Payment. The principal, together with all accrued interest on this Note shall be payable on the Maturity Date (the "Note Payment"). This Note shall be payable by certified or bank cashier's check or by wire transfer of immediately available funds to an account designated by Holder in writing. Unless otherwise agreed or required by applicable law, all payments will be applied first to any charges, costs, expenses or late fees then owed to Holder, next to unpaid accrued interest, with any balance applied to principal.

Fixed Interest Rate. Commencing the date hereof, this Note shall accrue interest on the unpaid principal from time to time outstanding at a rate of 0.35% per annum. Accrued interest shall be due and payable concurrently with the Note Payment. In addition, accrued interest shall be due and payable upon any prepayment (to the extent thereof), at the maturity hereof (whether by acceleration or otherwise) and, thereafter, upon demand.

Prepayment. Prepayment of the principal and all accrued interest on this Note shall be allowed with the consent of Holder, and any such prepayment shall be applied first to interest accrued but unpaid to such date on the outstanding principal balance hereof immediately preceding such prepayment and then to reduction of the principal balance hereof.

Events of Default. Holder may, at its option, accelerate the maturity of this Note upon the occurrence of any of the following events (any one of which shall be deemed an

"Event of Default"), in which event the unpaid balance of this Note, together with accrued interest, shall become immediately due and payable without demand or notice:

1. The failure by Maker to pay the Note Payment on or before the Maturity Date;

2. The material breach or failure by Maker to perform any covenant or undertaking of Maker in this Note or under the Merger Agreement, and (other than failure by Maker to pay the Note Payment on or before the Maturity Date) each of such breach or failure to perform is not cured within ten (10) days following the receipt by Maker of written notice thereof by Holder; or

3. In the event that Maker shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of its property, (B) make a general assignment for the benefit of creditors, (C) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (D) be adjudicated as bankrupt or insolvent, (E) file a petition or take advantage of any other law providing for the relief of debtors, or (F) acquiesce to, or fail to have dismissed within forty-five (45) days, any petition filed against it in any involuntary case under such bankruptcy law.

Security. This Note is secured by the Collateral, as that term is defined in that certain Security Agreement, of an even date herewith and attached to the Merger Agreement as Exhibit C thereto, by and between Maker and LC Merger Sub, on the one hand, and the Members and Justin Hartfield as the "Collateral Agent", on the other hand (the "Security").

Waivers and General Provisions. Maker expressly waives presentment, protest and demand, notice of protest, demand, intention to accelerate the maturity of this Note and dishonor and nonpayment of this Note, and all other notices of any kind, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and endorsers hereof.

No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

Attorneys' Fees. If an action shall be brought on this Note, the losing party shall pay immediately upon demand all costs and expenses of the prevailing party, including reasonable attorneys' fees. The obligations set forth in this paragraph are separate and several, shall survive the discharge of this Note and the merger of this Note into any judgment on this Note.

Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Successors and Assigns. The provisions contained herein shall be binding upon, and inure to the benefit of, the heirs and successors of the parties hereto. This Note may not be assigned by either party without the prior written consent of the other party, which consent shall not be reasonably withheld.

Release. After the payment of all sums for which the Maker is obligated under this Note, the Holder shall deliver, or mail to the Maker at his or her last known address, such one or more good and sufficient instruments as may be necessary to acknowledge payment in full and to release the Security.

Governing Law. This Note, and every other agreement entered into or document signed in connection with this Note, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Secured Promissory Note to be executed at Costa Mesa, California as of the date first set forth above.

"Maker"

LC Luxuries Limited, a Nevada corporation

_____

By: _____

(print)

Exhibit B-1

SECURED PROMISSORY NOTE

Maker: LC Luxuries Limited, a Nevada corporation **Holder: Keith Hoerling**

Principal Amount: $900,000.00 **Rate: 0.35%** **Date: November 19, 2010**

Promise to Pay: FOR VALUE RECEIVED, LC Luxuries Limited, a Nevada corporation ("Maker"), hereby promises to pay on or before January 10, 2012 (the "Maturity Date") to the order of Keith Hoerling ("Holder"), at 2183 Fairview Rd, Ste 101, Costa Mesa, California, or at such other place or to such other party as the Holder may from time to time designate in writing, the principal sum of Nine Hundred Thousand Dollars and no cents ($900,000.00), together with accrued interest on the unpaid principal from time to time outstanding, as set forth in this Secured Promissory Note (this "Note") until fully paid.

This Note is being issued in connection with that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and its two members, namely Justin Hartfield and Keith Hoerling (collectively, the "Members"), on the one hand, and Maker and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of Maker ("LC Merger Sub"), on the other hand, dated November 19, 2010 (the "Merger Agreement").

Payment. The principal, together with all accrued interest on this Note shall be payable on the Maturity Date (the "Note Payment"). This Note shall be payable by certified or bank cashier's check or by wire transfer of immediately available funds to an account designated by Holder in writing. Unless otherwise agreed or required by applicable law, all payments will be applied first to any charges, costs, expenses or late fees then owed to Holder, next to unpaid accrued interest, with any balance applied to principal.

Fixed Interest Rate. Commencing the date hereof, this Note shall accrue interest on the unpaid principal from time to time outstanding at a rate of 0.35% per annum. Accrued interest shall be due and payable concurrently with the Note Payment. In addition, accrued interest shall be due and payable upon any prepayment (to the extent thereof), at the maturity hereof (whether by acceleration or otherwise) and, thereafter, upon demand.

Prepayment. Prepayment of the principal and all accrued interest on this Note shall be allowed with the consent of Holder, and any such prepayment shall be applied first to interest accrued but unpaid to such date on the outstanding principal balance hereof immediately preceding such prepayment and then to reduction of the principal balance hereof.

Events of Default. Holder may, at its option, accelerate the maturity of this Note upon the occurrence of any of the following events (any one of which shall be deemed an

"Event of Default"), in which event the unpaid balance of this Note, together with accrued interest, shall become immediately due and payable without demand or notice:

1. The failure by Maker to pay the Note Payment on or before the Maturity Date;

2. The material breach or failure by Maker to perform any covenant or undertaking of Maker in this Note or under the Merger Agreement, and (other than failure by Maker to pay the Note Payment on or before the Maturity Date) each of such breach or failure to perform is not cured within ten (10) days following the receipt by Maker of written notice thereof by Holder; or

3. In the event that Maker shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of its property, (B) make a general assignment for the benefit of creditors, (C) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (D) be adjudicated as bankrupt or insolvent, (E) file a petition or take advantage of any other law providing for the relief of debtors, or (F) acquiesce to, or fail to have dismissed within forty-five (45) days, any petition filed against it in any involuntary case under such bankruptcy law.

Security. This Note is secured by the Collateral, as that term is defined in that certain Security Agreement, of an even date herewith and attached to the Merger Agreement as Exhibit C thereto, by and between Maker and LC Merger Sub, on the one hand, and the Members and Justin Hartfield as the "Collateral Agent", on the other hand (the "Security").

Waivers and General Provisions. Maker expressly waives presentment, protest and demand, notice of protest, demand, intention to accelerate the maturity of this Note and dishonor and nonpayment of this Note, and all other notices of any kind, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and endorsers hereof.

No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

Attorneys' Fees. If an action shall be brought on this Note, the losing party shall pay immediately upon demand all costs and expenses of the prevailing party, including reasonable attorneys' fees. The obligations set forth in this paragraph are separate and several, shall survive the discharge of this Note and the merger of this Note into any judgment on this Note.

Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Successors and Assigns. The provisions contained herein shall be binding upon, and inure to the benefit of, the heirs and successors of the parties hereto. This Note may not be assigned by either party without the prior written consent of the other party, which consent shall not be reasonably withheld.

Release. After the payment of all sums for which the Maker is obligated under this Note, the Holder shall deliver, or mail to the Maker at his or her last known address, such one or more good and sufficient instruments as may be necessary to acknowledge payment in full and to release the Security.

Governing Law. This Note, and every other agreement entered into or document signed in connection with this Note, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Secured Promissory Note to be executed at Costa Mesa, California as of the date first set forth above.

"Maker"

LC Luxuries Limited, a Nevada corporation

_____

By: _____

(print)

Exhibit B-1

SECURED PROMISSORY NOTE

Maker: LC Luxuries Limited, a Nevada corporation **Holder: Keith Hoerling**

Principal Amount: $900,000.00 **Rate: 0.35%** **Date: November 19, 2010**

Promise to Pay: FOR VALUE RECEIVED, LC Luxuries Limited, a Nevada corporation ("Maker"), hereby promises to pay on or before January 10, 2012 (the "Maturity Date") to the order of Keith Hoerling ("Holder"), at 2183 Fairview Rd, Ste 101, Costa Mesa, California, or at such other place or to such other party as the Holder may from time to time designate in writing, the principal sum of Nine Hundred Thousand Dollars and no cents ($900,000.00), together with accrued interest on the unpaid principal from time to time outstanding, as set forth in this Secured Promissory Note (this "Note") until fully paid.

This Note is being issued in connection with that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and its two members, namely Justin Hartfield and Keith Hoerling (collectively, the "Members"), on the one hand, and Maker and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of Maker ("LC Merger Sub"), on the other hand, dated November 19, 2010 (the "Merger Agreement").

Payment. The principal, together with all accrued interest on this Note shall be payable on the Maturity Date (the "Note Payment"). This Note shall be payable by certified or bank cashier's check or by wire transfer of immediately available funds to an account designated by Holder in writing. Unless otherwise agreed or required by applicable law, all payments will be applied first to any charges, costs, expenses or late fees then owed to Holder, next to unpaid accrued interest, with any balance applied to principal.

Fixed Interest Rate. Commencing the date hereof, this Note shall accrue interest on the unpaid principal from time to time outstanding at a rate of 0.35% per annum. Accrued interest shall be due and payable concurrently with the Note Payment. In addition, accrued interest shall be due and payable upon any prepayment (to the extent thereof), at the maturity hereof (whether by acceleration or otherwise) and, thereafter, upon demand.

Prepayment. Prepayment of the principal and all accrued interest on this Note shall be allowed with the consent of Holder, and any such prepayment shall be applied first to interest accrued but unpaid to such date on the outstanding principal balance hereof immediately preceding such prepayment and then to reduction of the principal balance hereof.

Events of Default. Holder may, at its option, accelerate the maturity of this Note upon the occurrence of any of the following events (any one of which shall be deemed an

"Event of Default"), in which event the unpaid balance of this Note, together with accrued interest, shall become immediately due and payable without demand or notice:

1. The failure by Maker to pay the Note Payment on or before the Maturity Date;

2. The material breach or failure by Maker to perform any covenant or undertaking of Maker in this Note or under the Merger Agreement, and (other than failure by Maker to pay the Note Payment on or before the Maturity Date) each of such breach or failure to perform is not cured within ten (10) days following the receipt by Maker of written notice thereof by Holder; or

3. In the event that Maker shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of its property, (B) make a general assignment for the benefit of creditors, (C) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (D) be adjudicated as bankrupt or insolvent, (E) file a petition or take advantage of any other law providing for the relief of debtors, or (F) acquiesce to, or fail to have dismissed within forty-five (45) days, any petition filed against it in any involuntary case under such bankruptcy law.

Security. This Note is secured by the Collateral, as that term is defined in that certain Security Agreement, of an even date herewith and attached to the Merger Agreement as Exhibit C thereto, by and between Maker and LC Merger Sub, on the one hand, and the Members and Justin Hartfield as the "Collateral Agent", on the other hand (the "Security").

Waivers and General Provisions. Maker expressly waives presentment, protest and demand, notice of protest, demand, intention to accelerate the maturity of this Note and dishonor and nonpayment of this Note, and all other notices of any kind, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and endorsers hereof.

No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

Attorneys' Fees. If an action shall be brought on this Note, the losing party shall pay immediately upon demand all costs and expenses of the prevailing party, including reasonable attorneys' fees. The obligations set forth in this paragraph are separate and several, shall survive the discharge of this Note and the merger of this Note into any judgment on this Note.

Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Successors and Assigns. The provisions contained herein shall be binding upon, and inure to the benefit of, the heirs and successors of the parties hereto. This Note may not be assigned by either party without the prior written consent of the other party, which consent shall not be reasonably withheld.

Release. After the payment of all sums for which the Maker is obligated under this Note, the Holder shall deliver, or mail to the Maker at his or her last known address, such one or more good and sufficient instruments as may be necessary to acknowledge payment in full and to release the Security.

Governing Law. This Note, and every other agreement entered into or document signed in connection with this Note, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Secured Promissory Note to be executed at Costa Mesa, California as of the date first set forth above.

"Maker"

LC Luxuries Limited, a Nevada corporation

By: _____
James Stubbs CEO
(print)

Exhibit B-2

SECURED PROMISSORY NOTE

Maker: LC Luxuries Limited, a Nevada corporation **Holder: Justin Hartfield**

Principal Amount: $900,000.00 **Rate: 0.35%** **Date: November 19, 2010**

Promise to Pay: FOR VALUE RECEIVED, LC Luxuries Limited, a Nevada corporation ("Maker"), hereby promises to pay on or before January 10, 2013 (the "Maturity Date") to the order of Justin Hartfield ("Holder"), at 2183 Fairview Rd, Ste 101, Costa Mesa, California, or at such other place or to such other party as the Holder may from time to time designate in writing, the principal sum of Nine Hundred Thousand Dollars and no cents ($900,000.00), together with accrued interest on the unpaid principal from time to time outstanding, as set forth in this Secured Promissory Note (this "Note") until fully paid.

This Note is being issued in connection with that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and its two members, namely Justin Hartfield and Keith Hoerling (collectively, the "Members"), on the one hand, and Maker and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of Maker ("LC Merger Sub"), on the other hand, dated November 19, 2010 (the "Merger Agreement").

Payment. The principal, together with all accrued interest on this Note shall be payable on the Maturity Date (the "Note Payment"). This Note shall be payable by certified or bank cashier's check or by wire transfer of immediately available funds to an account designated by Holder in writing. Unless otherwise agreed or required by applicable law, all payments will be applied first to any charges, costs, expenses or late fees then owed to Holder, next to unpaid accrued interest, with any balance applied to principal.

Fixed Interest Rate. Commencing the date hereof, this Note shall accrue interest on the unpaid principal from time to time outstanding at a rate of 0.35% per annum. Accrued interest shall be due and payable concurrently with the Note Payment. In addition, accrued interest shall be due and payable upon any prepayment (to the extent thereof), at the maturity hereof (whether by acceleration or otherwise) and, thereafter, upon demand.

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2. The material breach or failure by Maker to perform any covenant or undertaking of Maker in this Note or under the Merger Agreement, and (other than failure by Maker to pay the Note Payment on or before the Maturity Date) each of such breach or failure to perform is not cured within ten (10) days following the receipt by Maker of written notice thereof by Holder; or

3. In the event that Maker shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of its property, (B) make a general assignment for the benefit of creditors, (C) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (D) be adjudicated as bankrupt or insolvent, (E) file a petition or take advantage of any other law providing for the relief of debtors, or (F) acquiesce to, or fail to have dismissed within forty-five (45) days, any petition filed against it in any involuntary case under such bankruptcy law.

Security. This Note is secured by the Collateral, as that term is defined in that certain Security Agreement, of an even date herewith and attached to the Merger Agreement as Exhibit C thereto, by and between Maker and LC Merger Sub, on the one hand, and the Members and Justin Hartfield as the "Collateral Agent", on the other hand (the "Security").

Waivers and General Provisions. Maker expressly waives presentment, protest and demand, notice of protest, demand, intention to accelerate the maturity of this Note and dishonor and nonpayment of this Note, and all other notices of any kind, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and endorsers hereof.

No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

Attorneys' Fees. If an action shall be brought on this Note, the losing party shall pay immediately upon demand all costs and expenses of the prevailing party, including reasonable attorneys' fees. The obligations set forth in this paragraph are separate and several, shall survive the discharge of this Note and the merger of this Note into any judgment on this Note.

Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Successors and Assigns. The provisions contained herein shall be binding upon, and inure to the benefit of, the heirs and successors of the parties hereto. This Note may not be assigned by either party without the prior written consent of the other party, which consent shall not be reasonably withheld.

Release. After the payment of all sums for which the Maker is obligated under this Note, the Holder shall deliver, or mail to the Maker at his or her last known address, such one or more good and sufficient instruments as may be necessary to acknowledge payment in full and to release the Security.

Governing Law. This Note, and every other agreement entered into or document signed in connection with this Note, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Secured Promissory Note to be executed at Costa Mesa, California as of the date first set forth above.

"Maker"

LC Luxuries Limited, a Nevada corporation

By: _____
(print)

Exhibit B-1

SECURED PROMISSORY NOTE

Maker: LC Luxuries Limited, a Nevada corporation **Holder: Justin Hartfield**

Principal Amount: $900,000.00 **Rate: 0.35%** **Date: November 19, 2010**

Promise to Pay: FOR VALUE RECEIVED, LC Luxuries Limited, a Nevada corporation ("Maker"), hereby promises to pay on or before January 10, 2012 (the "Maturity Date") to the order of Justin Hartfield ("Holder"), at 2183 Fairview Rd, Ste 101, Costa Mesa, California, or at such other place or to such other party as the Holder may from time to time designate in writing, the principal sum of Nine Hundred Thousand Dollars and no cents ($900,000.00), together with accrued interest on the unpaid principal from time to time outstanding, as set forth in this Secured Promissory Note (this "Note") until fully paid.

This Note is being issued in connection with that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and its two members, namely Justin Hartfield and Keith Hoerling (collectively, the "Members"), on the one hand, and Maker and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of Maker ("LC Merger Sub"), on the other hand, dated November 19, 2010 (the "Merger Agreement").

Payment. The principal, together with all accrued interest on this Note shall be payable on the Maturity Date (the "Note Payment"). This Note shall be payable by certified or bank cashier's check or by wire transfer of immediately available funds to an account designated by Holder in writing. Unless otherwise agreed or required by applicable law, all payments will be applied first to any charges, costs, expenses or late fees then owed to Holder, next to unpaid accrued interest, with any balance applied to principal.

Fixed Interest Rate. Commencing the date hereof, this Note shall accrue interest on the unpaid principal from time to time outstanding at a rate of 0.35% per annum. Accrued interest shall be due and payable concurrently with the Note Payment. In addition, accrued interest shall be due and payable upon any prepayment (to the extent thereof), at the maturity hereof (whether by acceleration or otherwise) and, thereafter, upon demand.

Prepayment. Prepayment of the principal and all accrued interest on this Note shall be allowed with the consent of Holder, and any such prepayment shall be applied first to interest accrued but unpaid to such date on the outstanding principal balance hereof immediately preceding such prepayment and then to reduction of the principal balance hereof.

Events of Default. Holder may, at its option, accelerate the maturity of this Note upon the occurrence of any of the following events (any one of which shall be deemed an

"Event of Default"), in which event the unpaid balance of this Note, together with accrued interest, shall become immediately due and payable without demand or notice:

1. The failure by Maker to pay the Note Payment on or before the Maturity Date;

2. The material breach or failure by Maker to perform any covenant or undertaking of Maker in this Note or under the Merger Agreement, and (other than failure by Maker to pay the Note Payment on or before the Maturity Date) each of such breach or failure to perform is not cured within ten (10) days following the receipt by Maker of written notice thereof by Holder; or

3. In the event that Maker shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of its property, (B) make a general assignment for the benefit of creditors, (C) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (D) be adjudicated as bankrupt or insolvent, (E) file a petition or take advantage of any other law providing for the relief of debtors, or (F) acquiesce to, or fail to have dismissed within forty-five (45) days, any petition filed against it in any involuntary case under such bankruptcy law.

Security. This Note is secured by the Collateral, as that term is defined in that certain Security Agreement, of an even date herewith and attached to the Merger Agreement as Exhibit C thereto, by and between Maker and LC Merger Sub, on the one hand, and the Members and Justin Hartfield as the "Collateral Agent", on the other hand (the "Security").

Waivers and General Provisions. Maker expressly waives presentment, protest and demand, notice of protest, demand, intention to accelerate the maturity of this Note and dishonor and nonpayment of this Note, and all other notices of any kind, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and endorsers hereof.

No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

Attorneys' Fees. If an action shall be brought on this Note, the losing party shall pay immediately upon demand all costs and expenses of the prevailing party, including reasonable attorneys' fees. The obligations set forth in this paragraph are separate and several, shall survive the discharge of this Note and the merger of this Note into any judgment on this Note.

Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Successors and Assigns. The provisions contained herein shall be binding upon, and inure to the benefit of, the heirs and successors of the parties hereto. This Note may not be assigned by either party without the prior written consent of the other party, which consent shall not be reasonably withheld.

Release. After the payment of all sums for which the Maker is obligated under this Note, the Holder shall deliver, or mail to the Maker at his or her last known address, such one or more good and sufficient instruments as may be necessary to acknowledge payment in full and to release the Security.

Governing Law. This Note, and every other agreement entered into or document signed in connection with this Note, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Secured Promissory Note to be executed at Costa Mesa, California as of the date first set forth above.

"Maker"

LC Luxuries Limited, a Nevada corporation

By: _____
(print)

Exhibit B-2

SECURED PROMISSORY NOTE

Maker: LC Luxuries Limited, a Nevada corporation **Holder: Keith Hoerling**

Principal Amount: $900,000.00 **Rate: 0.35%** **Date: November 19, 2010**

Promise to Pay: FOR VALUE RECEIVED, LC Luxuries Limited, a Nevada corporation ("Maker"), hereby promises to pay on or before January 10, 2013 (the "Maturity Date") to the order of Keith Hoerling ("Holder"), at 2183 Fairview Rd, Ste 101, Costa Mesa, California, or at such other place or to such other party as the Holder may from time to time designate in writing, the principal sum of Nine Hundred Thousand Dollars and no cents ($900,000.00), together with accrued interest on the unpaid principal from time to time outstanding, as set forth in this Secured Promissory Note (this "Note") until fully paid.

This Note is being issued in connection with that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and its two members, namely Justin Hartfield and Keith Hoerling (collectively, the "Members"), on the one hand, and Maker and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of Maker ("LC Merger Sub"), on the other hand, dated November 19, 2010 (the "Merger Agreement").

Payment. The principal, together with all accrued interest on this Note shall be payable on the Maturity Date (the "Note Payment"). This Note shall be payable by certified or bank cashier's check or by wire transfer of immediately available funds to an account designated by Holder in writing. Unless otherwise agreed or required by applicable law, all payments will be applied first to any charges, costs, expenses or late fees then owed to Holder, next to unpaid accrued interest, with any balance applied to principal.

Fixed Interest Rate. Commencing the date hereof, this Note shall accrue interest on the unpaid principal from time to time outstanding at a rate of 0.35% per annum. Accrued interest shall be due and payable concurrently with the Note Payment. In addition, accrued interest shall be due and payable upon any prepayment (to the extent thereof), at the maturity hereof (whether by acceleration or otherwise) and, thereafter, upon demand.

Prepayment. Prepayment of the principal and all accrued interest on this Note shall be allowed with the consent of Holder, and any such prepayment shall be applied first to interest accrued but unpaid to such date on the outstanding principal balance hereof immediately preceding such prepayment and then to reduction of the principal balance hereof.

Events of Default. Holder may, at its option, accelerate the maturity of this Note upon the occurrence of any of the following events (any one of which shall be deemed an

"Event of Default"), in which event the unpaid balance of this Note, together with accrued interest, shall become immediately due and payable without demand or notice:

1. The failure by Maker to pay the Note Payment on or before the Maturity Date;

2. The material breach or failure by Maker to perform any covenant or undertaking of Maker in this Note or under the Merger Agreement, and (other than failure by Maker to pay the Note Payment on or before the Maturity Date) each of such breach or failure to perform is not cured within ten (10) days following the receipt by Maker of written notice thereof by Holder; or

3. In the event that Maker shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of its property, (B) make a general assignment for the benefit of creditors, (C) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (D) be adjudicated as bankrupt or insolvent, (E) file a petition or take advantage of any other law providing for the relief of debtors, or (F) acquiesce to, or fail to have dismissed within forty-five (45) days, any petition filed against it in any involuntary case under such bankruptcy law.

Security. This Note is secured by the Collateral, as that term is defined in that certain Security Agreement, of an even date herewith and attached to the Merger Agreement as Exhibit C thereto, by and between Maker and LC Merger Sub, on the one hand, and the Members and Justin Hartfield as the "Collateral Agent", on the other hand (the "Security").

Waivers and General Provisions. Maker expressly waives presentment, protest and demand, notice of protest, demand, intention to accelerate the maturity of this Note and dishonor and nonpayment of this Note, and all other notices of any kind, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and endorsers hereof.

No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

Attorneys' Fees. If an action shall be brought on this Note, the losing party shall pay immediately upon demand all costs and expenses of the prevailing party, including reasonable attorneys' fees. The obligations set forth in this paragraph are separate and several, shall survive the discharge of this Note and the merger of this Note into any judgment on this Note.

Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Successors and Assigns. The provisions contained herein shall be binding upon, and inure to the benefit of, the heirs and successors of the parties hereto. This Note may not be assigned by either party without the prior written consent of the other party, which consent shall not be reasonably withheld.

Release. After the payment of all sums for which the Maker is obligated under this Note, the Holder shall deliver, or mail to the Maker at his or her last known address, such one or more good and sufficient instruments as may be necessary to acknowledge payment in full and to release the Security.

Governing Law. This Note, and every other agreement entered into or document signed in connection with this Note, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has caused this Secured Promissory Note to be executed at Costa Mesa, California as of the date first set forth above.

"Maker"

LC Luxuries Limited, a Nevada corporation

By: _____
(print)

SECURITY AGREEMENT

This SECURITY AGREEMENT is dated as of November 19, 2010 by and between LC Luxuries Limited, a Nevada corporation ("LCLX") and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of LCLX ("LC Merger Sub" and, together with LCLX, "LCLL") on the one hand, and on the other hand, Justin Hartfield and Keith Hoerling (each a "Secured Party", and collectively, the "Secured Parties"), and Justin Hartfield as the "Collateral Agent" (as defined in Section 1 herein below).

W I T N E S S E T H:

WHEREAS, LCLX, LC Merger Sub and the Secured Parties have entered into that certain Agreement and Plan of Reorganization and Merger of even date herewith (the "Merger Agreement"), pursuant to which Weedmaps, LLC, a Nevada limited liability company (the "Company") shall be merged with and into LC Merger Sub (the "Merger"); and

WHEREAS, in connection with the Merger, the Secured Parties have agreed to exchange all of their membership interests in the Company for cash and equity consideration to be paid by LCLX; and

WHEREAS, one million eight hundred thousand dollars ($1,800,000.00) of the cash consideration in connection with the Merger is payable by LCLX pursuant to two secured promissory notes that are due and payable on January 10, 2012 (the "2012 Promissory Notes") and an additional one million eight hundred thousand dollars ($1,800,000.00) of the cash consideration is payable by LCLX pursuant to two secured promissory notes that are due and payable on January 10, 2013 (the "2013 Promissory Notes" and together with the 2012 Promissory Notes, the "Notes", and each individually, a "Note"); and

WHEREAS, in order to induce the Secured Parties to accept the Notes as partial consideration in exchange for their membership interests in the Company, LCLL has agreed to enter into this Security Agreement and to grant the Secured Parties a security interest in the Collateral described below.

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

1. Defined Terms. The following terms shall have the following respective meanings:

"Affiliate" means with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person, where "***control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, through the ownership of voting securities, by contract, as trustee, as executor or otherwise

"Collateral" means: (i) all tangible and intangible personal property assets of the Company as more specifically set forth on Exhibit A hereto now owned or at any time hereafter

acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest; and (ii) one hundred percent of the membership interests in the Company held by the Secured Parties prior to the closing of the Merger and that were exchanged in connection therewith.

"Collateral Agent" means the designated representative of the Secured Parties for purposes of exercising rights of the Secured Parties hereunder with respect to the Collateral and otherwise.

"Events of Default" shall have the meaning ascribed to it in the Notes.

"Lien" means the security interest in the Collateral established by this Security Agreement.

"Person" means any individual or entity, including a corporation, limited liability company, association, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government (or any department, agency, or political subdivision thereof).

"Secured Obligations" means any and all obligations of LCLL to the Secured Parties for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to LCLL, would accrue on such obligations, whether or not a claim is allowed against LCLL for such interest in the related bankruptcy proceeding), fees, charges, expenses, indemnities or otherwise, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Parties as a preference, fraudulent transfer or otherwise, and all obligations of every nature of LCLL whether now existing or hereafter arising, under, out of or in connection with the Merger Agreement, the Notes and the Security Documents.

"Security Documents" means this Security Agreement, any copyright security agreement, any patent security agreement, any trademark security agreement, any control agreements and each other security agreement, instrument or document executed and delivered or otherwise entered into to secure the Secured Obligations.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of California or of any other state the laws of which are required as a result thereof to be applied in connection with the issue of perfection of security interests.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes, and if not defined in the Notes the in the Merger Agreement. All other undefined terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. Grant Of Lien. As collateral security for the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of, and the performance of, all of the Secured Obligations, LCLX and LC Merger Sub, on behalf of themselves and on behalf of all of their respective Affiliates, hereby assign, convey, mortgage, pledge, hypothecate and transfer to

the Secured Parties and hereby grant to the Secured Parties for their benefit, to secure the payment and performance in full of all of the Secured Obligations, a continuing security interest in, lien on, assignment of and right of set-off against, all of the Collateral, whether now owned or existing or hereafter acquired or arising, regardless of where located.

3. Perfection And Protection Of Security Interest.

(a) LCLL shall, at its own expense, perform all steps requested by the Collateral Agent at any time to perfect, maintain, protect, and enforce the Secured Parties' Liens in and to the Collateral, including: (i) executing, delivering and/or filing and recording financing or continuation statements, and amendments thereof, in form and substance reasonably satisfactory to the Collateral Agent; (ii) delivering to the Collateral Agent warehouse receipts covering any portion of the Collateral located in warehouses and for which warehouse receipts are issued and certificates of title covering any portion of the Collateral for which certificates of title have been issued; (iii) when an Event of Default has occurred and is continuing, transferring Standard Inventory to warehouses or other locations designated by the Collateral Agent; (iv) placing notations on the books of account of LCLX or of its relevant Affiliate to disclose the Secured Parties' security interest; and (v) taking such other steps as the Collateral Agent reasonably deems necessary or desirable to perfect, maintain and protect the Secured Parties' Liens in and to the Collateral. To the extent permitted by applicable law, the Collateral Agent may file, without the Company's signature, one or more financing statements disclosing the Secured Parties' Liens in and to the Collateral. LCLL agrees that a carbon, photographic, photostatic, or other reproduction of this Security Agreement or of a financing statement is sufficient as a financing statement.

(b) If any Collateral is at any time in the possession or control of any warehouseman, bailee or LCLX's or its Affiliates' agents or processors, then LCLX shall notify the Collateral Agent thereof and, upon request by the Collateral Agent, shall obtain a bailee letter acknowledged by the bailee that notifies such Person of the Secured Parties' Lien in and to such Collateral and instructs such Person to hold all such Collateral for the Secured Parties' account subject to the Collateral Agent's instructions, unless the Collateral Agent agrees in writing to waive such bailee letter requirement. If at any time any Collateral is located in any operating facility of LCLX or of one of its Affiliates that is leased by LCLX or the Affiliate, then LCLX shall notify the Collateral Agent thereof and, upon request by the Collateral Agent, shall obtain written landlord lien waivers or subordinations, in form and substance reasonably satisfactory to the Collateral Agent, that waive or subordinate all present and future Liens which the owner or lessor of such premises may be entitled to assert against the Collateral.

(c) From time to time, LCLL shall, upon the Collateral Agent's request, execute and deliver confirmatory written instruments pledging the Collateral to the Secured Parties, but LCLL's failure to do so shall not affect or limit any Lien or any other rights of the Secured Parties in and to the Collateral with respect to LCLL or any of their Affiliates. So long as there are amounts owing under the Notes and until all Secured Obligations have been paid in full in cash, the Secured Parties' Lien in and to the Collateral shall continue in full force and effect in and to all Collateral.

4. Location of Collateral. LCLX shall, within 10 days of the request from the Collateral Agent, deliver to the Collateral Agent a standard form collateral location certificate, completed and supplemented with schedules, to the reasonable satisfaction of the Collateral Agent, and signed by an officer of LCLX. LCLX, on behalf of itself and its Affiliates, covenants and agrees that it will not (i) maintain any material Collateral (other than Collateral in transit) at any location other than those locations listed in such certificate, or (ii) otherwise change or add to any of such location.

5. Title to, Liens on, and Sale and Use of Collateral; Insurance. LCLL represents and warrants to the Secured Party and agrees with the Secured Party that: (a) all of the Collateral is and will continue to be owned by LCLL, or one of their Affiliates, free and clear of all liens whatsoever; (b) the Secured Parties' Lien in and to the Collateral will be prior to all liens and there are no other liens existing on the date hereof; (c) LCLL will cause the Collateral to be used, stored, and maintained with all reasonable care and such Collateral will be used for lawful purposes only; and (d) each insurance policy maintained by LCLL shall be amended to include the Collateral and shall be validly existing and in full force and effect until the Secured Obligations have been paid in full. LCLL is not in default in any material respect under the provisions of any insurance policy, and LCLL is not aware of any facts which, with the giving of notice or passage of time (or both), would result in such a default under any material provision of any such insurance policy.

6. Access and Examination. LCLL shall permit representatives and independent contractors of the Secured Parties (at the expense of LCLL, not to exceed two (2) times per year, unless an Event of Default has occurred and is continuing) to visit and inspect any of its and its Affiliates' respective properties, to examine its and its Affiliates' respective corporate, financial, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers and independent public accountants, at such reasonable times during normal business hours and as soon as may be reasonably desired, upon reasonable advance notice to LCLL; provided, however, when an Event of Default exists, the Secured Parties may do any of the foregoing at the expense of LCLL at any time during normal business hours and with reasonable advance notice. LCLL will deliver to the Collateral Agent any instrument necessary for the Collateral Agent to obtain records from any service bureau maintaining records for LCLL or any of its Affiliates. The Collateral Agent may, at any time when an Event of Default exists, and at LCLL's expense, make copies of all of LCLL's and its Affiliates books and records, or require LCLL to deliver such copies to any of the Secured Parties. So long as an Event of Default has occurred and is continuing, the Collateral Agent may, without expense to any Secured Party, use such of LCLL's respective personnel, supplies, and real property as may be reasonably necessary for maintaining or enforcing the Secured Parties' Lien in and to the Collateral. Each Secured Party shall have the right, at any time, in the Secured Party's name or in the name of a nominee of the Secured Party, to verify the validity, amount or any other matter relating to the Collateral, by mail, telephone, or otherwise. All access, information, records and materials received by each and every Secured Party from LCLL or one of its Affiliates shall be held in strict confidence and shall be used solely for purposes related to this Agreement.

7. Collateral Reporting. LCLL shall provide the Collateral Agent with such reports and information as the Collateral Agent may from time to time reasonably request regarding the

Collateral, in form and substance reasonably acceptable to the Collateral Agent, including copies of any reports, certificates, appraisals or other documents prepared for, or on behalf of, any lender to LCLL or one of its Affiliates, and with the delivery of each of the foregoing, a certificate of LCLL executed by an officer thereof certifying as to the accuracy and completeness of the foregoing. If any of LCLL's or its Affiliates' records or reports regarding the Collateral are prepared by an accounting firm, LCLL hereby authorizes such service to deliver such records, reports, and related documents to the Secured Party in accordance with the foregoing provisions.

8. Right to Cure. If an Event of Default exists and is continuing, the Secured Parties may, in their discretion, pay any amount or do any act required of LCLL hereunder or under the Merger Agreement or Notes under any other loan or security document in order to preserve, protect, maintain or enforce the Secured Obligations, the Collateral or the Secured Parties' Lien therein and thereto, and which LCLL fails to pay or do, including payment of any judgment against LCLL, any insurance premium, any warehouse charge, any finishing or processing charge, any landlord's or bailee's claim, and any other lien upon or with respect to the Collateral. All payments that the Secured Parties make under this Section 8 and all reasonable out-of-pocket costs and expenses that the Secured Parties pay or incur in connection with any action taken by any of them hereunder shall constitute Secured Obligations hereunder and shall be payable by LCLL on demand. Any payment made or other action taken by the Secured Parties under this Section 8 shall be without prejudice to any right to assert an Event of Default hereunder and to proceed thereafter as herein provided.

9. Power of Attorney. LCLL hereby appoints the Collateral Agent as LCLL's attorney, with power: (a) so long as an Event of Default has occurred and is continuing, to endorse LCLX's or its applicable Affiliate's name on any checks, notes, acceptances, money orders, or other forms of payment or security that come into the possession of any Secured Party; (b) so long as an Event of Default has occurred and is continuing, to sign LCLX's or its relevant Affiliate's name on any invoice, bill of lading, warehouse receipt or other negotiable or non-negotiable document constituting Collateral; (c) to sign LCLX's or its relevant Affiliate's name on notices of assignment, financing statements and other public records and to file any such financing statements by electronic means with or without a signature as authorized or required by applicable law or filing procedure, in each case only to perfect security interests; (d) so long as any Event of Default has occurred and is continuing, to notify the post office authorities to change the address for delivery of LCLX's and/or its relevant Affiliates' mail to an address designated by the Collateral Agent and to receive, open and dispose of all mail addressed to any of them; and (e) so long as an Event of Default has occurred and is continuing to complete in LCLX's or its relevant Affiliate's name or the Secured Parties' names, any order, sale or transaction, obtain the necessary documents in connection therewith, and collect the proceeds thereof. LCLX, on behalf of itself and its Affiliates, hereby ratifies and approves all acts of such attorney. Neither the Secured Parties nor their respective attorneys will be liable for any acts or omissions or for any error of judgment or mistake of fact or law except for such as arise from their gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable until the Secured Obligations have been indefeasibly paid in full.

10. Collateral Agent.

(a) Each Secured Party hereby appoints Justin Hartfield as Collateral Agent for the benefit of the Secured Parties under this Agreement to serve from the date hereof until the termination of this Agreement**.**

(b) Each Secured Party hereby irrevocably authorizes Collateral Agent to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the Secured Parties who hold a majority in interest of outstanding principal and interest under the Notes (the "Majority Note Holders") in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advise of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(c) Collateral Agent shall not be liable or responsible to any Secured Party or to LLCL or any of its Affiliates for any action taken or omitted to be taken by Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of Collateral Agent, nor shall Collateral Agent be liable or responsible for (A) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Agreement or any instrument or document delivered hereunder or relating hereto; (B) the title of LCLX or any of its Affiliates to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (C) the determination, verification or enforcement of LCLL's compliance with any of the terms and conditions of this Agreement; (D) the failure by LCLX or any of its Affiliates to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (E) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(d) In connection with this Security Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Secured Parties agrees to pay to Collateral Agent, on demand, its pro rata share (based on relative Secured Obligations) of all fees and all expenses incurred in connection with the operation and enforcement of this Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by LCLL or its Affiliates. In connection with this Security Agreement and each instrument and document relating to any of the Collateral, each of the Secured Parties (on a pro rata basis based upon the outstanding Secured Obligations owing to the Secured Parties) and LCLX, on behalf of itself and its Affiliates, hereby agree to hold Collateral Agent harmless, and to indemnify Collateral Agent from and against any and all loss, damage, expense or liability which may be incurred by Collateral Agent under this Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of Collateral Agent.

11. Secured Parties' Rights, Duties and Liabilities.

(a) Subject to Section 14, LCLX assumes all responsibility and liability arising from or relating to the use, sale or other disposition of the Collateral. The Secured

Obligations shall not be affected by any failure of the Secured Parties to take any steps to perfect the Secured Parties' Lien in and to the Collateral or to collect or realize upon the Collateral, nor shall loss of or damage to the Collateral release the Company from any of the Secured Obligations. Following the occurrence and during the continuation of an Event of Default, the Secured Parties may (but shall not be required to), without notice to or consent from LCLL or any of their Affiliates, sue upon or otherwise collect, extend the time for payment of, modify or amend the terms of, compromise or settle for cash, credit, or otherwise upon any terms, grant other indulgences, extensions, renewals, compositions, or releases, and take or omit to take any other action with respect to the Collateral, any security therefor, any agreement relating thereto, any insurance applicable thereto, or any Person liable directly or indirectly in connection with any of the foregoing, without discharging or otherwise affecting the liability of LCLL for the Secured Obligations under the Merger Agreement, the Notes, any other loan document, the Security Documents or any other agreement now or hereafter existing between the Secured Parties and LCLL.

(b) It is expressly agreed by LCLX that, anything herein to the contrary notwithstanding, LCLX shall remain liable under each contract and license of the Company to observe and perform all the conditions and obligations to be observed and performed by the Company thereunder. The Secured Parties shall not have any obligation or liability under any contract or license by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by the Secured Parties of any payment relating to any contract or license pursuant hereto. The Secured Parties shall not be required nor obligated in any manner to perform or fulfill any of the obligations of Company under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by the Company or the sufficiency of any performance by any party under any contract or license, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

12. Limitation on Liens on Collateral. LCLX agrees on behalf of itself and its Affiliates that it will not create, permit or suffer to exist, and will defend the Collateral against, and take such other action as is reasonably necessary to remove, any lien on the Collateral to which the Lien created hereunder would be subordinate, and will defend the right, title and interest of the Secured Parties in and to any of LCLX's or its Affiliates' rights under the Collateral against the claims and demands of all Persons whomsoever other than Secured Parties.

LCLX and its Affiliates shall not use the Collateral in violation of any material applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by LCLX or its Affiliates with respect to the Collateral.

LCLX will notify Collateral Agent of any material claim made or asserted against the Collateral by any person or other event that could materially adversely affect the value of the Collateral or Collateral Agent's Lien thereon.

LCLX and its Affiliates will not surrender or lose possession of (other than to Collateral Agent), sell, lease, rent, or otherwise dispose of or transfer, any of the Collateral or

any right or interest therein, except as permitted by the Merger Agreement or this Security Agreement.

13. Remedies; Rights Upon Default.

(a) In addition to all other rights and remedies granted to it under this Security Agreement, the Merger Agreement, the Notes and under any other instrument or agreement securing, evidencing or relating to any of the Secured Obligations, if any Event of Default shall have occurred and be continuing, the Secured Parties may exercise all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, LCLX expressly agrees, on behalf of itself and its Affiliates, that in any such event the Secured Parties, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon LCLX or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith enter upon the premises of LCLX or its relevant Affiliate where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving LCLX or any other Person notice and opportunity for a hearing on the Secured Parties' claim or action and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may reasonably deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Parties shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Secured Parties, the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption LCLX, on behalf of itself and its Affiliates, hereby releases. In addition, the Secured Parties shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to bid for all or any part of the Collateral, free of any right or equity of redemption, which equity of redemption LCLX on behalf of itself and its Affiliates hereby releases, and the amount of any such bid need not be paid by the Secured Parties but shall be credited against the Secured Obligations. Such sales may be adjourned and continued from time to time with or without notice. The Secured Parties shall have the right to conduct such sales on the premises of LCLX or its relevant Affiliates or elsewhere and shall have the right to use such Person's premises without charge for such time or times as the Secured Parties may deem necessary or advisable.

(b) LCLX further agrees, on behalf of itself and its Affiliates, that upon the occurrence and during the continuation of an Event of Default, at the Collateral Agent's request, it will assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall select, whether at LCLX's premises or elsewhere for sale, lease, or other disposition. Until the Collateral Agent is able to effect such a sale, lease, or other disposition of Collateral, the Secured Parties shall have the right to hold or use Collateral, or any part thereof, to the extent that they deem appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Secured Parties. Subject to Section 15 herein below, the Secured Parties shall have no obligation to LCLX or any of its Affiliates to maintain or preserve the rights of any of them as against third parties with respect to Collateral while

Collateral is in the possession of the Secured Parties. The Secured Parties may, if they so elect, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Secured Parties' remedies (for the benefit of the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment. The Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Secured Obligations as provided in the Merger Agreement and Notes, and only after so paying over such net proceeds, and after the payment by the Secured Parties of any other amount required by any provision of law, leave the surplus, if any, to LCLX. To the maximum extent permitted by applicable law, LCLX waives on behalf of itself and its Affiliates all claims, damages, and demands against the Secured Parties arising out of the repossession, retention or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of the Secured Parties. LCLX agrees on behalf of itself and its Affiliates that ten (10) days prior notice by the Collateral Agent of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. LCLX shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Secured Obligations, including any attorneys' fees or other expenses incurred by the Secured Parties to collect such deficiency.

(c) Except as otherwise specifically provided herein, LCLX, on behalf of itself and its Affiliates, hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

14. Limitation on the Secured Parties' Duty in Respect of Collateral. The Secured Parties shall use reasonable care with respect to the Collateral in their possession or under their control. The Secured Parties shall not have any other duty as to any Collateral in their possession or control or in the possession or control of any nominee of the Secured Parties, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

15. Miscellaneous.

(a) Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against LCLX or any of its Affiliates for liquidation or reorganization, should LCLX or any of its Affiliates become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the assets of LCLX or any of its Affiliates, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(b) Notices. Except as otherwise expressly provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Merger Agreement.

(c) Severability. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Merger Agreement, Notes and Security Documents which, taken together, set forth the complete understanding and agreement of the Secured Parties and LCLL with respect to the matters referred to herein and therein.

(d) No Waiver; Cumulative Remedies. The Secured Parties shall not by any act, delay, omission or otherwise be deemed to have waived any of their rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Parties. A waiver of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Parties would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Parties, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Secured Parties and then only to the extent therein set forth.

(e) Limitation by Law. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

(f) Termination of this Security Agreement. Subject to Section 14(a) hereof, this Security Agreement shall terminate upon the indefeasible payment in full of all Secured Obligations.

(g) Successors and Assigns. This Security Agreement and all obligations of LCLL, including their respective Affiliates, hereunder shall be binding upon the successors and assigns of LCLL (including any debtor-in-possession on behalf of LCLL) and shall, together

with the rights and remedies of the Secured Parties, inure to the benefit of the Secured Parties, all future holders of any instrument evidencing any of the Secured Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to the Secured Parties hereunder. LCLL may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement without the written consent of the Secured Parties.

(h) Counterparts. This Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement.

(i) Governing Law. This Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the state of California. LCLL hereby consents and agrees that the state or federal courts located in Orange County, California, shall have nonexclusive jurisdiction to hear and determine any claims or disputes between the parties pertaining to this Security Agreement or to any matter arising out of or relating to this Security Agreement; provided that nothing in this Security Agreement shall be deemed or operate to preclude the Secured Parties from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Secured Obligations, or to enforce a judgment or other court order in favor of the Secured Parties. LCLL hereby waives personal service of the summons, complaint and other process issued in any such action or suit and agrees that service of such summons, complaints and other process may be made by registered or certified mail addressed to LCLX at the address set forth in this agreement and that service so made shall be deemed completed upon the earlier of actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

(j) Section Titles. The section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

(k) No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

(l) Advice of Counsel. Each of the parties represents to each other party hereto that it has discussed this Security Agreement with its counsel.

(m) Benefit of Secured Party. The Lien granted or contemplated hereby shall be for the benefit of the Secured Parties, and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Secured Obligations in accordance with the terms hereof and the Merger Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer or representative as of the date first set forth above.

"LCLL":

LC Luxuries Limited,
a Nevada corporation

_____
By: James Pakulis
Its: President

Address: 2183 Fairview Rd., Suite 101
Costa Mesa, CA 92627
Facsimile Number: (949) 515-1625

LC Merger Corp.,
a Nevada corporation

_____
By: James Pakulis
Its: President

SECURED PARTIES:

Justin Hartfield

_____

Address:_____
_____
Facsimile Number: (___) ___-____

Keith Hoerling

_____

Address:_____
_____
Facsimile Number: (___) ___-____

COLLATERAL AGENT:

Justin Hartfield

_____

Address:_____
_____
Facsimile Number: (___) ___-____

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer or representative as of the date first set forth above.

"LCLL":

LC Luxuries Limited,
a Nevada corporation

By: James Pakulis
Its: President

Address: 2183 Fairview Rd., Suite 101
Costa Mesa, CA 92627
Facsimile Number: (949) 515-1625

LC Merger Corp.,
a Nevada corporation

By: James Pakulis
Its: President

SECURED PARTIES:

Justin Hartfield

Address: 22022 Heidi Ave
Lake Forest, CA 92630
Facsimile Number: (949) 394-4410

Keith Hoerling

Address: 460 South Spring #901
Los Angeles CA 90013
Facsimile Number: ( ) - -

COLLATERAL AGENT:

Justin Hartfield

Address: 22022 Heidi Ave
Lake Forest, CA 92630
Facsimile Number: (949) 394-4410

EXHIBIT A

The Collateral shall include all right, title and interest of Weedmaps, LLC, a Nevada limited liability company (the "Company"), in and to the following:

(a) All goods and equipment now owned or hereafter acquired, including without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory, now owned or hereafter acquired, including without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of the Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and the Company's books relating to any of the foregoing;

(c) All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

(d) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to the Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by the Company, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by the Company and the Company's books relating to any of the foregoing;

(e) All documents, cash, deposit accounts, securities, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and the Company's books relating to the foregoing;

(f) All copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor devices, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; and

(g) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "Agreement") is made and entered into as of this 19th day of November, 2010 (the "Effective Date") by and among LC Luxuries Limited, a Nevada corporation ("LCLX" or the "Company"), on the one hand, and Justin Hartfield, an individual ("Hartfield") and Keith Hoerling, an individual ("Hoerling" and, together with Hartfield, each a "Shareholder" and collectively the "Shareholders"), on the one hand. The Company and the Shareholders shall be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Shareholders, and each of them, own the number of shares of Company common stock set forth next to his or her signature on the signature page of this Agreement (the shares subject to this Agreement are referred to as the "Shares");

WHEREAS, the Shareholders acquired the Shares as a result of the transactions contemplated by that certain Agreement and Plan of Reorganization and Merger by and among Weedmaps, LLC, a Nevada limited liability company, and the Shareholders, on the one hand, and the Company and LC Merger Corp., a Nevada corporation and a wholly owned subsidiary of the Company ("LC Merger Sub"), on the other hand, dated November 17, 2010 (the "Merger Agreement");

WHEREAS, the Company is in the process of becoming a reporting issuer under the Securities Exchange Act of 1934 (the "Exchange Act"), and the Company and the Shareholders believe it is in the best interests of the Company to impose limitations on the resale and/or transfer of the Shares, and the execution of this Agreement is a condition to the closing of the transactions contemplated by the Merger Agreement (the "Closing");

NOW, THEREFORE, in reliance on the foregoing recitals and in consideration of and for the mutual covenants contained herein, the Parties hereto agree as follows:

AGREEMENT

1. **Lock-Up by the Shareholders**. The Shareholders, and each of them, hereby agree that (a) from the date hereof until June 30, 2011 (the "Initial Lock-Up Period") with respect to all of the Shares, (b) from the end of the Initial Lock-Up Period until November 30, 2011 (the "Complete Lock-Up Period") with respect to seventy five percent (75%) of the Shares, they will not make, offer to make, agree to make, or suffer any Disposition (as defined below) of any of his or her Shares or any interest therein, unless agreed to in writing by all Parties. The restrictions contained in this Section 1 shall not apply to (a) a Disposition under a Shareholder's will or pursuant to the laws of descent and distribution, or (b) a gift by a Shareholder to an immediate family member (i.e. a spouse, child, parent, grandparent or sibling) or a family trust for the benefit of immediate family member(s), so long as, in each case, the transferee(s) deliver to the

other Parties an executed written instrument agreeing to be bound by the terms of this Agreement as if such transferee(s) were the Shareholder. For the purposes of this Agreement, "Disposition" shall mean any sale, exchange, assignment, gift, pledge, mortgage, hypothecation, transfer or other disposition or encumbrance of all or any part of the rights and incidents of ownership of the Shares, including the right to vote, and the right to possession of the Shares as collateral for indebtedness, whether such transfer is outright or conditional, or for or without consideration. Notwithstanding the foregoing, in the event the Company enters into a commercial lending relationship and the lender requires that any of the Shareholders pledge any of the Shares as collateral, any Shareholder may do so with the consent of the Company, but without the consent of the other Shareholders.

2. **Restriction On Proxies and Non-Interference**. The Shareholders hereby agree that, during the Lock-Up Period, such Shareholders will not (i) grant any proxies or powers of attorney that would permit any such proxy or attorney-in-fact to take any action inconsistent herewith, (ii) deposit his or her Shares into a voting trust or enter into a voting agreement with respect to such Shares; or (iii) take any action that would make any representation or warranty of such Shareholder untrue or incorrect or would result in a breach by that Shareholder of his/her obligations under this Agreement. Each Shareholder further agrees not to enter into any agreement or understanding with any other person or entity, the effect of which would be inconsistent with or violative of any provision contained in this Agreement.

3. **Representations and Warranties of the Shareholders**. Each Shareholder (severally, and not jointly and severally) hereby represents and warrants to the other Parties the following:

a. Ownership of Shares. Subject to community property laws of the state of California, each Shareholder is the sole record and beneficial owner of that number of shares of the Company's common as set forth next to such Shareholder's name on the signature page of this Agreement. On the date hereof, such shares constitute all the shares of Company common stock owned of record or beneficially owned by such Shareholder or any of Shareholder's affiliates or related parties, determined in accordance with the rules of the Securities and Exchange Commission, and includes voting and investment power with respect to the Shares. Subject to community property laws of the state of California, such Shareholder has sole voting power and sole power to issue instructions with respect to the matter set forth in this Agreement, sole power of disposition, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of such Company stock, with no limitations, qualifications or restrictions on such rights, subject to applicable securities laws and the terms of this Agreement.

b. Authorization. Each Shareholder has the requisite legal capacity and competency, and the full legal right to execute and deliver this Agreement and perform his or her obligations hereunder. This Agreement has been duly and validly executed and delivered by such Shareholder and constitutes a valid and

binding agreement enforceable against such Shareholder in accordance with its terms except (i) as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights, and (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. No Conflicts. Except for filings, authorizations, consents and approvals as may be required under the Securities Act of 1933 (the "Securities Act") and the Exchange Act, (i) no filing with, and no permit, authorization, consent or approval of, any state or federal governmental authority, or any other person or entity, is necessary for the execution of this Agreement by such Shareholder and the consummation by such Shareholder of the transactions contemplated hereby, and (ii) neither the execution and delivery of this Agreement by such Shareholder, the consummation by such Shareholder of the transactions contemplated hereby, or compliance by such Shareholder with any of the provisions hereof will (A) result in a violation or breach of, or constitute a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, license, contract, commitment, arrangement, understanding, agreement or other instrument or obligation of any kind to which such Shareholder is a party or by which such Shareholder or any of its properties or assets may be bound, or (B) violate any order, writ, injunction, decree, judgment, statute, role or regulation applicable to such Shareholder or any of his or her properties or assets.

d. No Encumbrances. Each Shareholder owns his or her Company stock free and clear of all liens, claims, security interests, proxies, voting trusts or agreements, or any other encumbrances whatsoever, except for (i) any such matters arising hereunder and (ii) bona fide pledges of such Shares as security for obligations owed to the Company; provided, however, in the event that the Company acquires any interest in all or any of such Shares, including, without limitation, legal or beneficial ownership thereof or any voting rights with respect thereto, whether through foreclosure or otherwise, the Company hereby agrees to be bound by the terms of this Agreement with respect to such Shares as if it were the Shareholder.

e. Shareholder Capacity. Each Shareholder who is, or becomes during the Lock-Up Period, a director of the Company, agrees that the terms of this Agreement are agreed to in his or her capacity as a stockholder of the Company and not as a director.

4. **Representations and Warranties of the Company**. The Company has full legal right, power and authority to enter into and perform all of its obligations under this Agreement. The execution and delivery of this Agreement by the Company has been authorized by all necessary corporate action on the part of the Company and will not violate any other agreement to which the Company is a party. This Agreement has been

duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms, except as the enforcement thereof may be limited in bankruptcy, insolvency, reorganization, moratorium or similar laws.

5. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties.

6. **Certain Events**. Each Shareholder agrees that this Agreement and the obligations hereunder shall attach to his or her Company stock and shall be binding upon any other person or entity to which legal or beneficial ownership of such Company stock shall pass, whether by operation of law or otherwise, including, without limitation, such Shareholder's heirs, guardians, administrators or successors. Notwithstanding any such transfer of Company stock, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

7. **Acquisition of Additional Company Stock**. Each Shareholder agrees to promptly notify the Company of the number of shares of Company stock acquired by any Shareholder, if any, after the date of this Agreement.

8. **Assignments; Rights of Assignees; Third Party Beneficiaries.** This Agreement shall not be assignable by any Shareholder without the prior written consent of the other Parties. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. Nothing expressed in this Agreement is intended or shall be construed to give any person or entity other than the Parties or their respective heirs, executors, administrators, legal representatives, successors or permitted assigns, any legal or equitable right, remedy or claim under this Agreement or any provision contained herein.

9. **Specific Performance**. The Parties acknowledge that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining the amount of damage that will be suffered by the non-breaching Party or Parties in the event this Agreement is breached. Therefore, each Party agrees that the non-breaching Party or Parties may obtain specific performance of this Agreement without the necessity of establishing irreparable harm or posting any bond, and will be in addition to any other remedy to which such Party may be entitled at law or in equity.

10. **Amendment and Waivers.** Any term or provision 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 by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof for default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default.

11. **Attorneys' Fees.** Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal). The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover its costs shall not be entitled to recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining if a party is entitled to recover costs or attorneys' fees.

12. **Section Headings.** Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provisions hereof.

13. **Governing Law and Venue.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its choice of law principles, applicable to a contract executed and to be performed in the State of California. Each Party hereto (i) agrees to submit to personal jurisdiction and to waive any objection as to venue in the state or federal courts located in Orange County, California, (ii) agrees that any action or proceeding shall be brought exclusively in such courts, unless subject matter jurisdiction or personal jurisdiction cannot be obtained, and (iii) agrees that service of process on any party in any such action shall be effective if made by registered or certified mail addressed to such Party at the address specified herein, or to any other addresses as he, she or it may from time to time specify to the other Parties in writing for such purpose. The exclusive choice of forum set forth in this paragraph shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action under this Agreement to enforce such judgment in any appropriate jurisdiction.

14. **Independent Counsel and Rules of Construction.** All Parties to this Agreement acknowledge and agree that they have been advised to, and have had the opportunity to, seek independent counsel and advice with respect to the terms of this Agreement. As such, this Agreement has been negotiated at arms length between persons sophisticated and knowledgeable in these types of matters. Additionally, any normal rules of construction that would require a court to resolve matters of ambiguities against the drafting party are hereby waived and shall not apply in interpreting this Agreement.

15. **Notices**. All notices, requests and other communications to any party hereunder shall be in writing and will be deemed to have been duly given only if delivered personally or by overnight mail (charges pre-paid or billed to account of the sender) to the Parties at their addresses listed on the signature page of this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

"LCLX"

LC Luxuries Limited,
a Nevada corporation

_____

By: James Pakulis
Its: Chief Executive Officer

"Shareholders"

_____

Justin Hartfield, an individual
8,200,000 shares

_____

Keith Hoerling, an individual
8,200,000 shares

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

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LC Luxuries Limited,
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By: James Pakulis
Its: Chief Executive Officer

"Shareholders"

Justin Hartfield, an individual
8,200,000 shares

Keith Hoerling, an individual
8,200,000 shares

EMPLOYMENT AGREEMENT

This Employment Agreement is entered this 19th day of November, 2010, by and between LC Luxuries Ltd., a Nevada corporation (the "Employer"), and Justin Hartfield, hereinafter referred to as "Employee," in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. AT-WILL EMPLOYMENT

Section 1.1. At-Will Employment. Employer hereby employs Employee and Employee hereby accepts employment with Employer on an at-will basis, with both Employer and Employee able to terminate the employment relationship at any time, with or without cause. This at-will status can only be changed by a writing signed by Employer's President.

Section 1.2. Annual Review. Employer will grant Employee an annual review. This annual review may result in a corresponding increase in salary to Employee, but any increase in salary is in the sole discretion of Employer.

ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

Section 2.1. General Job Responsibilities. Employee is being hired for the position of Chief Web Officer ("CWO") for the Employer. Employee shall report directly to Employer's President. In that capacity, Employee shall do and perform the following services:

- Manage Employer's technical operations, including all activities as they relate to Weedmaps.com and any or all affiliate web sites.

- Employment duties within the CWO jurisdiction include online strategy, budgeting, systems & software administration, hosting, online marketing & communications, e-commerce, customer service, business development, online community & social media, web content development & workflows, website graphic design, information/data architecture, website analytics, security, archiving, accessibility, legal issues (for example, copyright, DRM, trademark, and privacy), and training, among others.

- Additional responsibilities as required by the Employer.

Section 2.2. Matters Requiring Consent of Employer's President. Employee shall not, without specific written approval of the Employer's President, do or contract to do any of the following:

(1) Bind the Employer to any contract or agreement outside the Employer's ordinary course of business (meaning – e-commerce and marketing as it relates to the cannabis industry and any other industry in which Employer is either operating in or is in the pre-operation development stage at the time of Employee's departure (the "Business") that could cause the Employer to expend in excess of $1,000.00 (One Thousand Dollars); or

(2) Bind the Employer to a liquidation event, such as liquidation, dissolution or winding up of the Employer, whether voluntary or involuntary;

(3) Bind the Employer to a sale of all or substantially all of the assets of the Employer;

(4) Bind the Employer to a transaction that would result in a change of the control of the Employer;
(5) Bind the Employer to any transaction that would result in the issuance of any shares of any class of stock of the Employer after the date of this Agreement, or any security convertible into or exchangeable for any shares of any class of the Employer's stock;
(6) Guaranty any debt or obligation in the name of the Employer; or
(7) Any other matter prohibited by the Employer's written practices and policies that have been, or will be, distributed to Employer's employees.

Section 2.3. Devotion to Employer's Business.

(a) Subject to the exceptions set forth herein, Employee shall devote his full professional time, attention, best efforts, energy and skill to the business of Employer during the term of his employment necessary to effectively and efficiently execute all job responsibilities set forth in Section 2.1. Employee may devote time and attention to other activities that do not compete with Employer or interfere with Employee's obligations, duties and responsibilities to Employer hereunder.

(b) During Employee's employment with Employer, Employee shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that competes with Employer or interferes with Employee's obligations, duties and responsibilities to Employer hereunder, without the prior written consent of Employer's CEO. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this agreement if those activities do not materially interfere with the services required under this agreement and such activities shall not require the prior written consent of Employer's CEO.

(c) This agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not interfere or conflict with the services required under this agreement. However, during the term of Employee's employment, Employee shall not directly or indirectly acquire, hold, or retain any material interest in any business competing with or similar in nature to the Business.

Section 2.4. Competitive Activities. While Employee is an employee of Employer, and for a period of one (1) year after termination, Employee shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that competes with the Business. Employee acknowledges that this non-compete provision itself survives the termination of this employment agreement.

Section 2.5. Uniqueness of Employee's Services. Employee hereby represents and agrees that the services to be performed by Employee under this agreement are of a special, unique, unusual, extraordinary and intellectual character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Employee therefore expressly agrees that Employer, in addition to any other rights or remedies that the Employer may posses, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this contract by Employee. The parties are aware that under California law specific performance may not be available to enforce all breaches of this agreement but

acknowledge that for all such material breaches of this agreement the non-breaching party would be harmed and both parties agree that this harm will be recoverable through monetary damages.

Section 2.6. Trade Secrets.

(a) The parties acknowledge and agree that during Employee's employment and in the course of the discharge of his duties hereunder, Employee shall have access to and become acquainted with confidential information concerning the operation and processes of Employer, including without limitation, confidential financial, personnel, sales, and other information that is owned by Employer's business, and that such information constitutes Employer's trade secrets ("Trade Secrets").

(b) Employee specifically agrees that he shall not misuse, misappropriate, or disclose any such Trade Secrets, directly or indirectly to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of his employment hereunder.

(c) Employee acknowledges and agrees that the sale or unauthorized use or disclosure of any of Employer's Trade Secrets obtained by Employee during the course of his employment with Employer, including confidential information concerning Employer's current or any future and proposed work, services, or products, the facts as well as any descriptions thereof, would constitute unfair trade practices and unauthorized use of the Employer's Trade Secrets, whether such information is used during the term of Employee's employment or at any other time thereafter.

(d) Employee further agrees that all files, records, documents, drawings, specifications, equipment, and similar items relating to Employer's business, whether prepared by Employee or others, are and shall remain exclusively the property of Employer and that they shall be removed from the premises of Employer only with the express prior written consent of Employer. Employee shall not solicit or hire any client(s) or employee(s) of Employer for one (1) year following termination of employment. Trade Secrets do not include: (1) information that was in the public domain at the time of disclosure; or (2) information that subsequently becomes part of public knowledge or literature through a deliberate act of Employer or Employee as of the date of its becoming public.

Section 2.7 Discoveries. All inventions, discoveries, ideas, and other intellectual property rights ("Intellectual Property") made or conceived by Employee during the term hereof, either solely or jointly with others, whether they can be patented or not, to the extent related to and arising out of Employee's performance under this Agreement shall be promptly and fully disclosed to the Employer, considered work for hire and all right, title and interest thereto anywhere in the world shall be the Employer's property. In the event that such inventions, discoveries and ideas are not considered work for hire for any reason, Employee hereby unconditionally assigns to the Employer all of his right, title and interest therein. Employee agrees to execute any and all documents deemed necessary by the Employer to effectuate the foregoing at any time, whether before or after the expiration or earlier termination of this Agreement. Compensation for any such inventions, discoveries or ideas shall be deemed to be included in the compensation paid to Employee hereunder.

ARTICLE 3. OBLIGATIONS OF EMPLOYER

Section 3.1. General Description. Employer shall provide Employee with the compensation, incentives, benefits, and business expense reimbursement specified elsewhere in this agreement.

Section 3.2. Office and Staff. Employer shall provide Employee with an office, office equipment, supplies, and other facilities and services, suitable to Employee's position and adequate for the performance of his duties. Employee shall work from the Employer's corporate headquarters, which is currently located in Costa Mesa, California. Employee is required to spend time at the Employer's corporate headquarters and in the field as necessary to effectively carry out his job duties and responsibilities, maintain team continuity and direction, grow and maximize sales, and to achieve his established goals. Employee understands and agrees that frequent travel may be necessary to accomplish his job responsibilities outlined herein.

ARTICLE 4. COMPENSATION OF EMPLOYEE

Section 4.1. Annual Salary.

(a) As compensation for the services to be rendered hereunder, Employee shall receive an annual salary at the rate of **$30,000 per month**, payable twice a month.

(b) Employee may receive such annual increases in salary as may be determined by Employer in its sole discretion on the anniversary of this Agreement. Nothing herein requires Employer to increase Employee's salary at any time.

Section 4.2. Tax Withholding. Employer shall have the right to deduct or withhold from the compensation due to Employee hereunder any and all sums required for federal income and Social Security taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.

ARTICLE 5. EMPLOYEE BENEFITS

Section 5.1. Eligibility. Employee will be entitled to begin accruing the benefits listed in this Section immediately after Employee's start date.

Section 5.2. Annual Vacation. Employer does not currently offer vacation leave. However, to the extent that the Employer offers vacation leave to its employees in the future, Employee will be eligible to participate in such a plan, in accordance with what the Employer offers to other comparable employees.

Section 5.3. Sick Leave. Employer does not currently offer sick leave. However, to the extent that the Employer offers sick leave to its employees in the future, Employee will be eligible to participate in such a plan, in accordance with what the Employer offers to other comparable employees.

Section 5.4. Medical Coverage. Employer does not currently offer medical coverage. However, to the extent that the Employer offers coverage to its employees in the future, Employee will be eligible to participate in such coverage, in accordance with what the Employer offers to other comparable employees.

Section 5.5. Retirement Plan. Employer does not currently offer retirement benefits. However, to the extent that the Employer offers retirement benefits to its employees, Employee will be eligible to participate in such benefits, in accordance with what the Employer offers to other comparable employees.

ARTICLE 6. BUSINESS EXPENSES

Section 6.1. Reimbursement of Business Expenses.

(a) Employer shall reimburse Employee for all reasonable business expenses incurred by Employee in connection with the business of Employer, conditional on Employee receiving written authorization from the President or CEO, prior to incurring such expense.

(b) Each such expenditure shall be reimbursable only if it is of a nature qualifying it as a proper deduction on the federal and state income tax return of Employer.

(c) Each such expenditure shall be reimbursable only if Employee furnishes to Employer adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure as an income tax deduction.

ARTICLE 7. TERMINATION OF EMPLOYMENT

Section 7.1. Termination At Will. Employee's employment hereunder is at will and may be terminated by either Employer or Employee at any time for any reason, with or without cause.

Section 7.2. Termination Upon Death. Employee's employment hereunder shall terminate upon his death, in which event the Employer shall pay to such person as the Employee shall have designated in a written notice filed with the Employer, or if no such person shall have been designated to his estate, all salary, amounts due under benefit plans and profit sharing plans, and reimbursement of business expenses through the date of termination.

Section 7.3. Termination Upon Disability. If, as a result of a permanent mental or physical disability, Employee shall have been absent from his duties hereunder on a full-time basis for six (6) consecutive months, ("Disability") and, within thirty (30) days after the Employer notifies Employee in writing that it intends to replace him, (which notice can be given at the end of the fifth month during such six-month period), Employee shall not have returned to the complete performance of his duties on a full-time basis, the Employer shall be entitled to terminate Employee's employment. In addition, Employee shall, upon his Disability, have the right to terminate his employment with Employer. If such employment is terminated (whether by the Employer or Employee) as a result of Employee's Disability, then Employer shall pay, if applicable, to Employee all salary, amounts due under benefit plans and profit sharing plans, and reimbursement of business expenses, through the date of termination.

Section 7.4. Termination for Cause. Employer shall be entitled to terminate Employee's employment for Cause, in which event Employee shall be entitled, if applicable, to all salary, amounts due under benefit plans and profit sharing plans, and reimbursement of business expenses, through the date of termination. For purposes of this agreement, "Cause" shall mean (i) the conviction of Employee of a felony, (ii) the commission by Employee of an act of fraud or embezzlement involving assets of the Employer or its customers, suppliers or

affiliates, (iii) a willful breach or habitual neglect of Employee's duties which he is required to perform under the terms of his employment (See Section 2.1, above) and which causes material harm to the Business, (iv) refusal to timely produce any and all documentation related to the Employer's business to the President upon request therefore, which refusal causes material harm to the Business; or (v) gross misconduct or gross negligence in connection with the business of the Employer or an affiliate which has a material adverse effect on the Employer and any of its subsidiaries. Notwithstanding the foregoing, Employee shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Employee a notice of termination which specifies the grounds for termination and a statement of supporting facts.

Section 7.5 Termination without Cause. Subject to the provisions of Section 7.7 of this Agreement, Employee's employment hereunder may be terminated by Employer without Cause at any time and without prior notice to Employee.

Section 7.6 Termination with Good Reason. Employee may resign at any time with Good Reason. For purposes of this Agreement, Employee shall be deemed to have terminated his service to Employer for "Good Reason" if he terminates his service because: (i) he experiences a material reduction in salary, benefits or role without his prior written consent unless (A) within the prior six (6) months, Employee committed one or more of the acts defined as Cause in Section 7.4, above or (B) all of Employer's employees are subject to a similar reduction; or (ii) Employer relocates Employee's office or reporting location more than 40 miles away from Employer's current corporate offices in Costa Mesa, California.

Section 7.7 Payments upon Termination without Cause or With Good Reason. In the event that Employee's employment with Employer is terminated by Employer without Cause pursuant to Section 7.5 or by Employee with Good Reason pursuant to Section 7.6 above, then Employee shall be entitled to receive payment of eighteen (18) weeks (four and a half (4.5) months) of Employee's base salary in effect as of the date of such termination. The severance payments will be made in accordance with the normal payroll cycle of Employer and subject to any required tax withholdings and deductions. In the event that Employee breaches any of the covenants set forth in Article 2, above, Employer shall have no further obligation to provide, and Employee shall have no further right to receive, any payments or benefits pursuant to this Section 7.7.

Section 7.8 Return of Documents. Upon the termination of Employee's employment with Employer for any reason, including without limitation termination by the Employer for Cause, Employee shall promptly deliver to Employer all correspondence, manuals, orders, letters, notes, notebooks, reports, programs, proposals, appraisal documents, agreements, and any documents and copies concerning Employer's customers or concerning products or processes used by Employer and, without limiting the foregoing, will promptly deliver to the Employer any and all other documents or material containing or constituting Trade Secrets.

ARTICLE 8. GENERAL PROVISIONS

Section 8.1. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or facsimile or overnight mail. Notices shall be addressed to the parties at the addresses below. Such notice or communication shall be deemed to have been given or made, as of the date of delivery, as evidenced by a signed declaration under penalty of perjury in the event of personal delivery, as evidenced by a facsimile confirmation sheet in the event of facsimile delivery, or as evidenced by prove of overnight delivery in the event of delivery by overnight courier.

If to Employer:	LC Luxuries Ltd. 2183 Fairview Road, Suite 101 Costa Mesa, CA 92627 Attn. James Pakulis, President Facsimile (949) 515-1625
with a copy to:	The Lebrecht Group, APLC 9900 Research Drive Irvine, CA 92618 Attn: Craig V. Butler, Esq. Facsimile: (949) 635-1244
If to Employee:	Justin Hartfield _____ _____ Facsimile: _____

Section 8.2. Arbitration.

(a) Any controversy between Employer and Employee involving the construction or application of any of the terms, provisions, or conditions of this agreement shall on written request of either party served on the other be submitted to arbitration.

(b) Employer and Employee shall each appoint one person to hear and determine the dispute. If the two (2) persons so appointed are unable to agree, then those persons shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties.

(c) The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrators decide.

Section 8.3. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.

Section 8.4. Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.

Section 8.5. Modifications. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

If to Employer: LC Luxuries Ltd.
2183 Fairview Road, Suite 101
Costa Mesa, CA 92627
Attn. James Pakulis, President
Facsimile (949) 515-1625

with a copy to: The Lebrecht Group, APLC
9900 Research Drive
Irvine, CA 92618
Attn: Craig V. Butler, Esq.
Facsimile: (949) 635-1244

If to Employee: Justin Hartfield
21022 Heidi Ave
Lake Forest, CA 92630
Facsimile: 949-394-4466

Section 8.2. Arbitration.

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Section 8.5. Modifications. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

Section 8.6. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 8.7. Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.8. Law Governing Agreement/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action, suit, arbitration, or proceeding arising from or relating to this Agreement shall be brought and maintained in the appropriate court or arbitrator located in and with jurisdiction over Orange County, California and the parties hereby submit to the jurisdiction thereof.

Section 8.9. Understanding Agreement. Employee has read and fully understands the points listed above and has agreed to adhere to all sections as presented. Employee has had an opportunity to seek the advice of legal counsel regarding the terms of this agreement.

Section 8.10. Assignment. This Agreement, and the Employee's rights and obligations hereunder, may not be assigned by the Employee.

Section 8.11. Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by both parties as hereto, as in the case of a waiver, by the party waiving compliance.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers or other authorized signatory, have executed this Amendment as of the date first above written. This agreement may be signed in counterparts and facsimile signatures are treated as original signatures.

"Employer"	"Employee"
LC Luxuries Ltd. a Nevada corporation	Justin Hartfield, an individual
_____	_____
By: James Pakulis Its: President	By: Justin Hartfield

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers or other authorized signatory, have executed this Amendment as of the date first above written. This agreement may be signed in counterparts and facsimile signatures are treated as original signatures.

"Employer"

LC Luxuries Ltd.
a Nevada corporation

By: James Pakulis
Its: President

"Employee"

Justin Hartfield,
an individual

By: Justin Hartfield

EMPLOYMENT AGREEMENT

This Employment Agreement is entered this 19th day of November, 2010, by and between LC Luxuries Ltd., a Nevada corporation (the "Employer"), and Keith Hoerling, hereinafter referred to as "Employee," in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. AT-WILL EMPLOYMENT

Section 1.1. At-Will Employment. Employer hereby employs Employee and Employee hereby accepts employment with Employer on an at-will basis, with both Employer and Employee able to terminate the employment relationship at any time, with or without cause. This at-will status can only be changed by a writing signed by Employer's President.

Section 1.2. Annual Review. Employer will grant Employee an annual review. This annual review may result in a corresponding increase in salary to Employee, but any increase in salary is in the sole discretion of Employer.

ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

Section 2.1. General Job Responsibilities. Employee is being hired for the position of Chief Technology Officer ("CTO") for the Employer. Employee shall report directly to Employer's President. In that capacity, Employee shall do and perform the services set forth on Exhibit A.

Section 2.2. Matters Requiring Consent of Employer's President. Employee shall not, without specific written approval of the Employer's President, do or contract to do any of the following:

(1) Bind the Employer to any contract or agreement outside the Employer's ordinary course of business (meaning – e-commerce and marketing as it relates to the cannabis industry and any other industry in which Employer is either operating in or is in the pre-operation development stage at the time of Employee's departure (the "Business") that could cause the Employer to expend in excess of $1,000.00 (One Thousand Dollars); or

(2) Bind the Employer to a liquidation event, such as liquidation, dissolution or winding up of the Employer, whether voluntary or involuntary;

(3) Bind the Employer to a sale of all or substantially all of the assets of the Employer;

(4) Bind the Employer to a transaction that would result in a change of the control of the Employer;

(5) Bind the Employer to any transaction that would result in the issuance of any shares of any class of stock of the Employer after the date of this Agreement, or any security convertible into or exchangeable for any shares of any class of the Employer's stock;

(6) Guaranty any debt or obligation in the name of the Employer; or

(7) Any other matter prohibited by the Employer's written practices and policies that have been, or will be, distributed to Employer's employees.

Section 2.3. Devotion to Employer's Business.

(a) Subject to the exceptions set forth herein, Employee shall devote his full professional time, attention, best efforts, energy and skill to the business of Employer during the term of his employment necessary to effectively and efficiently execute all job responsibilities set forth in Section 2.1. Employee may devote time and attention to other activities that do not compete with Employer or interfere with Employee's obligations, duties and responsibilities to Employer hereunder.

(b) During Employee's employment with Employer, Employee shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that competes with Employer or interferes with Employee's obligations, duties and responsibilities to Employer hereunder, without the prior written consent of Employer's CEO. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this agreement if those activities do not materially interfere with the services required under this agreement and such activities shall not require the prior written consent of Employer's CEO.

(c) This agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not interfere or conflict with the services required under this agreement. However, during the term of Employee's employment, Employee shall not directly or indirectly acquire, hold, or retain any material interest in any business competing with or similar in nature to the Business.

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(a) The parties acknowledge and agree that during Employee's employment and in the course of the discharge of his duties hereunder, Employee shall have access to and become acquainted with confidential information concerning the operation and processes of Employer, including without limitation, confidential financial, personnel, sales, and other information that is owned by Employer's business, and that such information constitutes Employer's trade secrets ("Trade Secrets").

(b) Employee specifically agrees that he shall not misuse, misappropriate, or disclose any such Trade Secrets, directly or indirectly to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of his employment hereunder.

(c) Employee acknowledges and agrees that the sale or unauthorized use or disclosure of any of Employer's Trade Secrets obtained by Employee during the course of his employment with Employer, including confidential information concerning Employer's current or any future and proposed work, services, or products, the facts as well as any descriptions thereof, would constitute unfair trade practices and unauthorized use of the Employer's Trade Secrets, whether such information is used during the term of Employee's employment or at any other time thereafter.

(d) Employee further agrees that all files, records, documents, drawings, specifications, equipment, and similar items relating to Employer's business, whether prepared by Employee or others, are and shall remain exclusively the property of Employer and that they shall be removed from the premises of Employer only with the express prior written consent of Employer. Employee shall not solicit or hire any client(s) or employee(s) of Employer for one (1) year following termination of employment. Trade Secrets do not include: (1) information that was in the public domain at the time of disclosure; or (2) information that subsequently becomes part of public knowledge or literature through a deliberate act of Employer or Employee as of the date of its becoming public.

Section 2.7 Discoveries. All inventions, discoveries, ideas, and other intellectual property rights ("Intellectual Property") made or conceived by Employee during the term hereof, either solely or jointly with others, whether they can be patented or not, to the extent related to and arising out of Employee's performance under this Agreement shall be promptly and fully disclosed to the Employer, considered work for hire and all right, title and interest thereto anywhere in the world shall be the Employer's property. In the event that such inventions, discoveries and ideas are not considered work for hire for any reason, Employee hereby unconditionally assigns to the Employer all of his right, title and interest therein. Employee agrees to execute any and all documents deemed necessary by the Employer to effectuate the foregoing at any time, whether before or after the expiration or earlier termination of this Agreement. Compensation for any such inventions, discoveries or ideas shall be deemed to be included in the compensation paid to Employee hereunder.

ARTICLE 3. OBLIGATIONS OF EMPLOYER

Section 3.1. General Description. Employer shall provide Employee with the compensation, incentives, benefits, and business expense reimbursement specified elsewhere in this agreement.

Section 3.2. Office and Staff. Employer shall provide Employee with an office, office equipment, supplies, and other facilities and services, suitable to Employee's position and adequate for the performance of his duties. Employee shall work from the Employer's corporate headquarters, which is currently located in Costa Mesa, California. Employee is required to spend time at the Employer's corporate headquarters and in the field as necessary to effectively carry out his job duties and responsibilities, maintain team continuity and direction, grow and maximize sales, and to achieve his established goals. Employee understands and agrees that frequent travel may be necessary to accomplish his job responsibilities outlined herein.

ARTICLE 4. COMPENSATION OF EMPLOYEE

Section 4.1. Annual Salary.

(a) As compensation for the services to be rendered hereunder, Employee shall receive an annual salary at the rate of **$30,000 per month**, payable twice a month.

(b) Employee may receive such annual increases in salary as may be determined by Employer in its sole discretion on the anniversary of this Agreement. Nothing herein requires Employer to increase Employee's salary at any time.

Section 4.2. Tax Withholding. Employer shall have the right to deduct or withhold from the compensation due to Employee hereunder any and all sums required for federal income and Social Security taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.

ARTICLE 5. EMPLOYEE BENEFITS

Section 5.1. Eligibility. Employee will be entitled to begin accruing the benefits listed in this Section immediately after Employee's start date.

Section 5.2. Annual Vacation. Employer does not currently offer vacation leave. However, to the extent that the Employer offers vacation leave to its employees in the future, Employee will be eligible to participate in such a plan, in accordance with what the Employer offers to other comparable employees.

Section 5.3. Sick Leave. Employer does not currently offer sick leave. However, to the extent that the Employer offers sick leave to its employees in the future, Employee will be eligible to participate in such a plan, in accordance with what the Employer offers to other comparable employees.

Section 5.4. Medical Coverage. Employer does not currently offer medical coverage. However, to the extent that the Employer offers coverage to its employees in the future, Employee will be eligible to participate in such coverage, in accordance with what the Employer offers to other comparable employees.

Section 5.5. Retirement Plan. Employer does not currently offer retirement benefits. However, to the extent that the Employer offers retirement benefits to its employees, Employee will be eligible to participate in such benefits, in accordance with what the Employer offers to other comparable employees.

ARTICLE 6. BUSINESS EXPENSES

Section 6.1. Reimbursement of Business Expenses.

(a) Employer shall reimburse Employee for all reasonable business expenses incurred by Employee in connection with the business of Employer, conditional on Employee receiving written authorization from the President or CEO, prior to incurring such expense.

(b) Each such expenditure shall be reimbursable only if it is of a nature qualifying it as a proper deduction on the federal and state income tax return of Employer.

(c) Each such expenditure shall be reimbursable only if Employee furnishes to Employer adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure as an income tax deduction.

ARTICLE 7. TERMINATION OF EMPLOYMENT

Section 7.1. Termination At Will. Employee's employment hereunder is at will and may be terminated by either Employer or Employee at any time for any reason, with or without cause.

Section 7.2. Termination Upon Death. Employee's employment hereunder shall terminate upon his death, in which event the Employer shall pay to such person as the Employee shall have designated in a written notice filed with the Employer, or if no such person shall have been designated to his estate, all salary, amounts due under benefit plans and profit sharing plans, and reimbursement of business expenses through the date of termination.

Section 7.3. Termination Upon Disability. If, as a result of a permanent mental or physical disability, Employee shall have been absent from his duties hereunder on a full-time basis for six (6) consecutive months, ("Disability") and, within thirty (30) days after the Employer notifies Employee in writing that it intends to replace him, (which notice can be given at the end of the fifth month during such six-month period), Employee shall not have returned to the complete performance of his duties on a full-time basis, the Employer shall be entitled to terminate Employee's employment. In addition, Employee shall, upon his Disability, have the right to terminate his employment with Employer. If such employment is terminated (whether by the Employer or Employee) as a result of Employee's Disability, then Employer shall pay, if applicable, to Employee all salary, amounts due under benefit plans and profit sharing plans, and reimbursement of business expenses, through the date of termination.

Section 7.4. Termination for Cause. Employer shall be entitled to terminate Employee's employment for Cause, in which event Employee shall be entitled, if applicable, to all salary, amounts due under benefit plans and profit sharing plans, and reimbursement of business expenses, through the date of termination. For purposes of this agreement, "Cause" shall mean (i) the conviction of Employee of a felony, (ii) the commission by Employee of an act of fraud or embezzlement involving assets of the Employer or its customers, suppliers or affiliates, (iii) a willful breach or habitual neglect of Employee's duties which he is required to perform under the terms of his employment (See Section 2.1, above) and which causes material harm to the Business, (iv) refusal to timely produce any and all documentation related to the Employer's business to the President upon request therefore, which refusal causes material harm to the Business; or (v) gross misconduct or gross negligence in connection with the business of the Employer or an affiliate which has a material adverse effect on the Employer and any of its subsidiaries. Notwithstanding the foregoing, Employee shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Employee a notice of termination which specifies the grounds for termination and a statement of supporting facts.

Section 7.5 Termination without Cause. Subject to the provisions of Section 7.7 of this Agreement, Employee's employment hereunder may be terminated by Employer without Cause at any time and without prior notice to Employee.

Section 7.6 Termination with Good Reason. Employee may resign at any time with Good Reason. For purposes of this Agreement, Employee shall be deemed to have terminated his service to Employer for "Good Reason" if he terminates his service because: (i) he experiences a material reduction in salary, benefits or role without his prior written consent unless (A) within the prior six (6) months, Employee committed one or more of the acts defined as Cause in Section 7.4, above or (B) all of Employer's employees are subject to a similar reduction; or (ii) Employer relocates Employee's office or reporting location more than 75 miles away from Employer's current corporate offices in Costa Mesa, California.

Section 7.7 Payments upon Termination without Cause or With Good Reason. In the event that Employee's employment with Employer is terminated by Employer without Cause pursuant to Section 7.5 or by Employee with Good Reason pursuant to Section 7.6 above, then Employee shall be entitled to receive payment of eighteen (18) weeks (four and a half (4.5) months) of Employee's base salary in effect as of the date of such termination. The severance payments will be made in accordance with the normal payroll cycle of Employer and subject to any required tax withholdings and deductions. In the event that Employee breaches any of the covenants set forth in Article 2, above, Employer shall have no further obligation to provide, and Employee shall have no further right to receive, any payments or benefits pursuant to this Section 7.7.

Section 7.8 Return of Documents. Upon the termination of Employee's employment with Employer for any reason, including without limitation termination by the Employer for Cause, Employee shall promptly deliver to Employer all correspondence, manuals, orders, letters, notes, notebooks, reports, programs, proposals, appraisal documents, agreements, and any documents and copies concerning Employer's customers or concerning products or processes used by Employer and, without limiting the foregoing, will promptly deliver to the Employer any and all other documents or material containing or constituting Trade Secrets.

ARTICLE 8. GENERAL PROVISIONS

Section 8.1. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or facsimile or overnight mail. Notices shall be addressed to the parties at the addresses below. Such notice or communication shall be deemed to have been given or made, as of the date of delivery, as evidenced by a signed declaration under penalty of perjury in the event of personal delivery, as evidenced by a facsimile confirmation sheet in the event of facsimile delivery, or as evidenced by prove of overnight delivery in the event of delivery by overnight courier.

If to Employer:
LC Luxuries Ltd.
2183 Fairview Road, Suite 101
Costa Mesa, CA 92627
Attn. James Pakulis, President
Facsimile (949) 515-1625

with a copy to:
The Lebrecht Group, APLC
9900 Research Drive
Irvine, CA 92618
Attn: Craig V. Butler, Esq.
Facsimile: (949) 635-1244

If to Employee: Keith Hoerling

_____

_____

Facsimile: _____

Section 8.2. Arbitration.

(a) Any controversy between Employer and Employee involving the construction or application of any of the terms, provisions, or conditions of this agreement shall on written request of either party served on the other be submitted to arbitration.

(b) Employer and Employee shall each appoint one person to hear and determine the dispute. If the two (2) persons so appointed are unable to agree, then those persons shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties.

(c) The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrators decide.

Section 8.3. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.

Section 8.4. Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.

Section 8.5. Modifications. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

Section 8.6. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 8.7. Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.8. Law Governing Agreement/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action, suit, arbitration, or proceeding arising from or relating to this Agreement shall be brought and maintained in the appropriate court or arbitrator located in and with jurisdiction over Orange County, California and the parties hereby submit to the jurisdiction thereof.

If to Employee: Keith Hoerling
644 South Spring #901
Los Angeles, CA 90013
Facsimile: _____

Section 8.2. Arbitration.

(a) Any controversy between Employer and Employee involving the construction or application of any of the terms, provisions, or conditions of this agreement shall on written request of either party served on the other be submitted to arbitration.

(b) Employer and Employee shall each appoint one person to hear and determine the dispute. If the two (2) persons so appointed are unable to agree, then those persons shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties.

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Section 8.9. Understanding Agreement. Employee has read and fully understands the points listed above and has agreed to adhere to all sections as presented. Employee has had an opportunity to seek the advice of legal counsel regarding the terms of this agreement.

Section 8.10. Assignment. This Agreement, and the Employee's rights and obligations hereunder, may not be assigned by the Employee.

Section 8.11. Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by both parties as hereto, as in the case of a waiver, by the party waiving compliance.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers or other authorized signatory, have executed this Amendment as of the date first above written. This agreement may be signed in counterparts and facsimile signatures are treated as original signatures.

"Employer"	"Employee"
LC Luxuries Ltd. a Nevada corporation	Keith Hoerling, an individual
_____	_____
By: James Pakulis Its: President	By: Keith Hoerling

Section 8.9. Understanding Agreement. Employee has read and fully understands the points listed above and has agreed to adhere to all sections as presented. Employee has had an opportunity to seek the advice of legal counsel regarding the terms of this agreement.

Section 8.10. Assignment. This Agreement, and the Employee's rights and obligations hereunder, may not be assigned by the Employee.

Section 8.11. Amendment. This Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by both parties as hereto, as in the case of a waiver, by the party waiving compliance.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers or other authorized signatory, have executed this Amendment as of the date first above written. This agreement may be signed in counterparts and facsimile signatures are treated as original signatures.

"Employer"

LC Luxuries Ltd.
a Nevada corporation

By: James Pekulis
Its: President

"Employee"

Keith Hoerling,
an individual

By: Keith Hoerling

Exhibit A

Chief Technology Officer Services

Description

The Chief Technology Officer's role is to assure the successful execution of Employer's business mission through development and deployment of Employer's web presence. This requires envisioning Employer's service offerings as a web-based business, leading implementation of web applications, and planning for risk and growth.

Responsibilities:

Strategy & Planning

- In partnership with the Employer's Chief Web Officer and Douglas Francis, identify opportunities and risks for delivering Employer's services as a web-based business, including identification of competitive services, opportunities for innovation, and assessment of marketplace obstacles and technical hurdles to the business success.

- Evaluate and identify appropriate technology platforms (including web applications frameworks and the deployment stack) for delivering Employer's services.

- Lead strategic planning to achieve business goals by indentifying and prioritizing development initiatives and setting timetables for the evaluation, development, and deployment of all web-based services.

- Participate as a member of Employer's senior management team in establishing governance processing of direction and control to ensure that objectives are achieved, risks are managed appropriately and the organization's resources are used responsibly, particularly in the areas of software development, hardware, and communications.

- Establish a governance process that meets government, partner, and company expectations for customer information privacy.

- Direct development and execution of an enterprise-wide information security plan that protects the confidentiality, integrity, and availability of Employer's data and servers.

- Direct development and execution of an enterprise-wide disaster recovery and business continuity plan.

- Communicate Employer's technology strategy to Employer's investors, management, staff, partners, customers, and stakeholders, per the instructions of the Board of Directors.

Implementation & Deployment

- Establish email service for Employer (in the absence of a system administrator).
- Select and set up web-based internal communications systems.
- Select and manage Employer's staff or outsourced vendors as it relates to technology.
- Promulgate coding conventions and documentation standards.
- Establish and supervise the software development process, setting short-term objectives and assessing progress as defined by the selected software development methodology.
- Conduct code reviews and specification conformance testing as defined by the selected software development methodology.
- Establish and supervise a quality assurance process, including integration and system testing.
- Select, deploy, and monitor performance profiling tools and procedures.
- Review and approve proposed development releases and manage the release process.
- Establish and application deployment process and supervise deployment to staging and production services.
- Support the marketing process by providing implementation of technical requirements for SEO.
- Establish a process to integrate customer service and support with the software engineering process to support resolution of customer issues and improve application usability.

Operational Management

- Maintain up-to-date knowledge of technology standards, industry trends, emerging technologies, and software development best practices by attending relevant conferences and reading widely.
- Define and communicate company values and standards for acquiring or developing systems, equipment, or software within the company.
- Ensure that technology standards and best practices are maintained across the organization.

- Share knowledge, mentor, and educate Employer's investors, management, staff, partners, customers, and stakeholders with regard to Employer's technological vision, opportunities and challengers.

- Ensure technical problems are resolved in a timely and cost-effective manner.

- Develop, track, and control the development and deployment annual operating and capital budgets for purchasing, staffing, and operations.

- Supervise recruitment, training, retention, and organization of all development staff in accordance with Employer hiring process, personnel policies, and budget requirements.

- Establish standards of performance and monitor conformance for staff (through performance review) and vendors related to technology (through service level agreements).

- Ensure Employer's internal technological processes and customer-facing services comply with community expectations and applicable laws and regulations for privacy, security, and social responsibility.

- Promote achievement of Employer's business goals within a context of community collaboration by developing policies for sharing software code, technological innovation, business processes, and other intellectual property.

- Contribute to open source software development, standardization of technologies, and evolution of best practices by collaborating with peers outside the company, releasing code, presenting at conferences, and writing for publication (online or offline), conditional on the approval of Employer's senior management.

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made and entered into as of this 19th day of November, 2010 by and between LC Luxuries Limited, a Nevada corporation (the "Company") and Douglas Francis, an individual (the "Consultant").

RECITALS

WHEREAS, the Company wishes to engage the consulting services of Consultant as set forth in Section 1 below; and

WHEREAS, Consultant wishes to provide the Company with consulting services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto hereby agree as follows:

1. CONSULTING SERVICES

The Company hereby authorizes, appoints and engages the Consultant to perform the following services in accordance with the terms and conditions set forth in this Agreement:

a. Interact with an already identified potential acquisition candidate and advise the Company with respect to the structure of the contemplated investment (the "Transaction");

b. Review all of the Company's books and records, sales materials, business plans, financial statements, projections, and all other materials reasonably necessary in the performance of its duties related to the Transaction;

c. Submit to the Company, when requested or on a regular periodic basis, complete and accurate reports of the status of Consultants efforts.

2. TERM OF AGREEMENT

This Agreement shall be in full force and effect as of the date hereof through and including that period which ends three (3) full months after the date of this Agreement. The Company and the Consultant shall each have the right to terminate this Agreement in the event of the bankruptcy, insolvency, or assignment for the benefit of creditors of the other party, in the event the other party fails to comply with the terms of this Agreement, or on thirty (30) days written notice.

3. COMPENSATION TO CONSULTANT

a. Upon consummation of the Transaction, the Company shall pay to Consultant a cash fee equal to One Million Eight Hundred Thousand Dollars, payable one-half on January 10, 2012, and one-half on January 10, 2013.

4. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

Consultant represents and warrants to and agrees with the Company that:

a. This Agreement has been duly authorized, executed and delivered by Consultant. This Agreement constitutes the valid, legal and binding obligation of Consultant, enforceable in accordance with its terms, except as rights to indemnity hereunder may be limited by applicable federal or state securities laws, and except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally; and

b. The consummation of the transactions contemplated hereby will not result in any breach of the terms or conditions of, or constitute a default under, any agreement or other instrument to which Consultant is a party, or violate any order, applicable to Consultant, of any court or federal or state regulatory body or administrative agency having jurisdiction over Consultant or over any of its property, and will not conflict with or violate the terms of Consultants' current employment.

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company hereby represents, warrants, covenants to and agrees with Consultant that:

a. This Agreement has been duly authorized, and executed by the Company. This Agreement constitutes the valid, legal and binding obligation of the Company, enforceable in accordance with its terms, except as rights to indemnity hereunder may be limited by applicable federal or state securities laws, except in each case as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally.

b. The consummation of the transactions contemplated hereby will not result in any breach of the terms or conditions of, or constitute a default under, any agreement or other instrument to which the Company is a party, or violate any order, applicable to the Company, of any court or federal or state regulatory body or administrative agency having jurisdiction over the Company or over any of its property.

c. There is not now pending or, to the knowledge of the Company, threatened, any undisclosed action, suit or proceeding to which the Company is a party before or by any court or governmental agency or body which might result in a material adverse change in the financial condition of the Company. The performance of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach of the terms or conditions of, or constitute a default under, any statute, indenture, mortgage or other material Agreement or instrument to which the Company is a party, or violate any order, applicable to the Company, or governmental agency having jurisdiction over the Company or over any of its property.

d. The parties hereto agree that the Company shall be responsible for any and all costs and expenses reasonably incurred by Consultant in performing his duties hereunder, including but not limited to legal fees, printing costs, fees paid to third-party professionals, etc. No expense to be reimbursed by the Company in excess of $100 shall be incurred by Consultant without the prior written approval of the Company or the Company.

6. INDEPENDENT CONTRACTOR

Both the Company and the Consultant agree that the Consultant will act as an independent contractor in the performance of his duties under this Agreement. Nothing contained in this Agreement shall be construed to imply that Consultant, or any employee, agent or other authorized representative of Consultant, is a partner, joint venturer, agent, officer or employee of the Company. Neither party hereto shall have any authority to bind the other in any respect vis a vis any third party, it being intended that each shall remain an independent contractor and responsible only for its own actions.

7. NOTICES

Any notice, request, demand, or other communication given pursuant to the terms of this Agreement shall be hand delivered, sent via facsimile, or sent via overnight courier, and shall be deemed given upon delivery, correctly addressed to the addresses of the parties indicated below or at such other address as such party shall in writing have advised the other party.

If to the Company:

LC Luxuries Limited
2183 Fairview Road, Suite 101
Costa Mesa, CA 92627
Facsimile No.: (949) 515-1625

If to Consultant:

Douglas Francis

Facsimile (949) 270-1700

8. ASSIGNMENT

This contract shall inure to the benefit of the parties hereto, their heirs, administrators and successors in interest. This Agreement shall not be assignable by either party hereto without the prior written consent of the other.

9. CHOICE OF LAW AND VENUE

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of California, County of Orange.

10. NONDISCLOSURE

Each party hereto agrees to keep the terms of this Agreement and the transactions contemplated hereby as confidential and shall not disclose such information to any third party, other than professional advisors utilized to negotiate and consummate the transactions contemplated hereby, or as required by government bodies, regulatory agencies, or a court having jurisdiction over the disclosing party. The parties hereto agree that in the event there is a breach of the foregoing confidentiality provision, the damage to the parties hereto would be difficult to estimate and as a result, in the event of such a breach, the non-breaching party, in addition to any and all other remedies allowed by law, would be entitled to injunctive relief enjoining the actions of the breaching party.

11. ENTIRE AGREEMENT

Except as provided herein, this Agreement, including exhibits, contains the entire agreement of the parties, and supersedes all existing negotiations, representations, or agreements and all other oral, written, or other communications between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

12. SEVERABILITY

If any provision of this Agreement is unenforceable, invalid, or violates applicable law, such provision, or unenforceable portion of such provision, shall be

deemed stricken and shall not affect the enforceability of any other provisions of this Agreement.

13. CAPTIONS

The captions in this Agreement are inserted only as a matter of convenience and for reference and shall not be deemed to define, limit, enlarge, or describe the scope of this Agreement or the relationship of the parties, and shall not affect this Agreement or the construction of any provisions herein.

14. COUNTERPARTS

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

15. MODIFICATION

No change, modification, addition, or amendment to this Agreement shall be valid unless in writing and signed by all parties hereto.

16. ATTORNEYS FEES

Except as otherwise provided herein, if a dispute should arise between the parties including, but not limited to arbitration, the prevailing party shall be reimbursed by the non-prevailing party for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

"Company"	"Consultant"
LC Luxuries Limited, a Nevada corporation	
By: James Pakulis Its: CEO	By: Douglas Francis