

**EXHIBIT 1**  
**BRANDED**  
LEGACY

**Branded Legacy, Inc.**  
Non-Convertible Promissory Note

Date: February 8, 2021

FOR VALUE RECEIVED, Branded Legacy, Inc., a Utah corporation ("Maker"), hereby promises to pay to RB Crown Consulting, LLC, or its assigns ("Lender" or "Holder"), the principal amount advanced by Lender as set forth in this Non-Convertible Promissory Note (this "Note") (the Loans thereon referred to collectively as the "Indebtedness") by February 8, 2022, ("Maturity Date").

**The principal amount advanced by Lender is \$5,700 USD**

1. Interest on the Loan. This promissory note will bare no interest.

2. Payments.

(a) Interest Rate for Overdue Amounts. Beginning fifteen days after the Maturity Date, interest shall accrue on all unpaid Indebtedness at the annual rate set forth in Section 1 above.

(b) Other Payment Provisions. All payments of principal and interest hereunder shall be payable to Lender in lawful money of the United States of America in immediately available funds. All delivery of payments shall be made at the offices of Lender, or at such other place as Lender may designate in writing, not later than 2 p.m. on the date when due, without offset. Any payment coming due on a day which is not a Business Day, shall be made on the next succeeding Business Day, and any such extension of the time of payment shall be included in the computation of interest payments.

(c) Prepayments. Maker may prepay the unpaid balance of any of the Loans in whole at any time or in part from time to time without penalty; provided that any such prepayment is accompanied by interest accrued and unpaid on the amount so prepaid to the date of such prepayment.

3. Maturity. The entire outstanding Indebtedness hereunder, including any and all accrued and unpaid interest and any other amounts due hereunder, shall become due and payable in full on Maturity Date. or alternatively, the maturity date an be extended to one year after company is quoted on the OTC.

4. Assignment. Maker may not assign, transfer, or dispose of this Note, or any of its interests, rights or obligations hereunder, without the prior written consent of Lender.

5. Default and Acceleration:

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Secured Convertible Note.

- (i) The failure of Maker to pay any part of this indebtedness when due
- (ii) The institution of legal proceedings against the Maker under any state insolvency laws,

federal bankruptcy law, or similar debtor relief laws then in effect.

(b) In the event of (a)(i) or (a)(ii) above, then a default may be declared at the option of Lender without presentment, demand, protest or further notice of any kind (all of which are hereby expressly waived by Maker). In such event Lender shall be entitled to be paid in full the balance of any unpaid principal amount hereunder plus all accrued and unpaid interest hereunder and any costs to enforce the terms hereof, including, without limitation, reasonable attorneys' fees. Lender may waive any Event of Default before or after it occurs and may restore this Secured Convertible Note in full effect without impairing the right to declare it due for a subsequent default.

(c) No course of dealing between Lender and Maker or any failure or delay on the part of Lender in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of Lender under this or any other applicable instrument. No single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

(d) Lender is empowered to set off and apply any moneys at any time held or any other indebtedness at any time due and payable by Lender to or for the credit of Maker against the Indebtedness of Maker evidenced by this Note. Lender shall promptly notify Maker after any such set-off, provided that the failure to provide notice shall not affect the validity of the set-off.

(e) None of the rights, remedies, privileges or powers of Lender expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege and power now or hereafter existing in favor of Lender, whether at law or in equity, by statute or otherwise.

(f) Maker shall pay all reasonable expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due at its maturity date or otherwise (including but not limited to reasonable attorneys' fees and costs) which Lender may deem necessary or proper in connection with the satisfaction of Indebtedness. Lender is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of principal outstanding and charge interest thereon at the rate specified herein.

6. Conversion. Each Convertible Note plus accrued interest can be converted into common shares at any time before or after the Maturity Date by the Note Holder at a Conversion Price of .00065. And in the event of a default each Convertible Note plus accrued interest can be converted into common shares at any time after the default date by the Note Holder at the same Conversion Price. Conversion rights under this note can not and will not be diluted by reverse splits of common stock

7. Severability. In the event any one or more of the provisions contained in this Note or any other loan document shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note or such other loan documents, but this Note and such other loan document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

8. Representation and Warranty. Maker hereby declares, represents and warrants to Lender that it is a business or commercial organization and that the Indebtedness evidenced hereby is made for the purpose of acquiring or carrying on a business or commercial enterprise within the meaning of the laws of the State of Nevada.

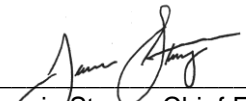
9. Waiver of Trial by Jury: Maker agrees that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by Lender on or with respect to this Note shall be tried only by a court and not by a jury. MAKER HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Maker acknowledges and agrees that Lender would not extend credit hereunder if this waiver of a jury trial were not part of this Note.

10. Governing Law: This Note shall be construed in accordance with and governed by the laws of the State of Georgia, without regard to its principles of conflicts of law.

11. Assignable. This note and Lender's Interest in it, may be assigned to another in whole or part by Lender at Lender's option.

12. The aforementioned Note holder or Payee shall not convert greater than 9.99% of the total Issued and Outstanding shares of common stock of the Company Branded Legacy, Inc. at any time during the term of this Note. Any attempt to do so by the Note holder or Payee shall void this Agreement, unless all parties have been made aware of changes to the provisions of the Note. This term and all such terms as contained in this Note are binding upon any subsequent Assignees to this Note by an assignment agreements of this convertible instrument.

**IN WITNESS WHEREOF**, the undersigned has caused this Note to be executed on the day and year first above written.

  
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Jermain Strong, Chief Executive Officer  
BRANDED LEGACY, INC.

  
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Ryan Medico, Chief Executive Officer and Director  
RB Crown Consulting, LLC