

**SECURITIES EXCHANGE AND SETTLEMENT AGREEMENT**

This Securities Exchange and Settlement Agreement, dated as of April 21, 2022 (this “Agreement”), is by and between Branded Legacy, Inc., a Utah corporation, (“Issuer”), and RB Crown Consulting, LLC (“Investor”) (Issuer and Investor may hereinafter be referred to individually as a “Party” or jointly as the “Parties”).

WHEREAS, Issuer issued promissory notes totaling \$13,250 as of October 31, 2020 to Investor, dated October 1, 2020 through October 31, 2020;

WHEREAS, notwithstanding that, in accordance with its stated terms, Investor desires to exchange \$13,250 promissory note for 66,250 preferred shares of the Company’s Preferred Series D stock (the “Preferred”); and

NOW, THEREFORE, the Parties hereby acknowledge, represent, warrant, covenant and agree, in each case as applicable, as follows for the benefit of each other as well as the benefit of the securities legal counsel and securities transfer agent professionals involved in the 3(a)(9) Exchange hereunder (the “Transactions”):

CONFIDENTIAL

1. Recitals. The foregoing recitals are hereby incorporated by reference into this Agreement and made a part hereof.

2. Definitions. For purposes of this Agreement, the following terms, when appearing in their capitalized forms as follows, shall have the corresponding assigned meanings:

“3(a)(9) Exchange” – shall have the meaning specified in the fifth paragraph of the recitals to this Agreement.

“Affiliate” – with respect to any specified Person, any other Person who, directly or indirectly, through one or more intermediaries, Controls, is Controlled By, or is Under Common Control With, such specified Person.

“Agreement” – shall have the meaning specified in the preamble above.

“Authorization” – any authorization, approval, consent, certificate, license, permit or franchise of or from any Governmental Authority or pursuant to any Law.

“Beneficial Owner” – with respect to any shares means a Person who shall be deemed to be the beneficial owner of such shares (i) which such Person or any of its Affiliates or associates (as such term is defined in Rule 12b-2 promulgated under the Exchange Act) beneficially owns, directly or indirectly, (ii) which such Person or any of its Affiliates or associates has, directly or indirectly, (A) the right to acquire (whether such right is exercisable immediately or subject only to the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of consideration rights, exchange rights, warrants or options, or otherwise, or (B) the right to vote pursuant to any agreement, arrangement or understanding, (iii) which are beneficially owned, directly or indirectly, by any other Persons with whom such Person or any of its Affiliates or associates or any Person with whom such Person or any of its Affiliates or associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any such shares, or (iv) pursuant to Section 13(d) of the Exchange Act and any rules or regulations promulgated thereunder.

“Current Public Information” – in an appropriate format the information concerning a given issuer specified in paragraphs (a)(5)(i) to (xiv) inclusive, and paragraph (a)(5)(xvi), of Rule 15c2-11 of the Rules and Regulations promulgated under the Exchange Act.

“Debt Securities Instrument” – shall have the meaning specified in the first paragraph of the recitals to this Agreement.

“DTC” – The Depository Trust Company, a subsidiary of DTCC.

“DTCC” – The Depository Trust & Clearing Corporation.

“DTC Eligibility” / “DTC Eligible” – in respect of a given security, its eligibility to be traded electronically in book-entry form through DTC.

“DWAC” – DTC’s Deposit Withdrawal Agent Commission system.

“Exchange Act” – the Securities and Exchange Act of 1934, as amended.

CONFIDENTIAL

“FINRA” – shall mean the Financial Industry Regulatory Authority.

“Governmental Authority” means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local, or municipal government, foreign, international, multinational or other government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, and any non-governmental regulatory body to the extent that the rules and regulations or orders of such body have the force of Law.

“Gypsy Swap” – any series of transactions in which, by arrangement or otherwise, the resale of an outstanding unrestricted security by the then holder thereof results, directly or indirectly, and no matter the sequence of such transactions, in a capital infusion into the issuing company.

“Investor” – shall have the meaning specified in the preamble to this Agreement.

“Investor Holding Period” – shall have the meaning specified in Section 2.1 of this Agreement.

“Issuer” – shall have the meaning specified in the preamble to this Agreement.

“Knowledge” – of a given Person, and with respect to any fact or matter, the actual knowledge of the directors and executive officers of such Person and each of its Subsidiaries, together with such knowledge that such directors, executive officers and other employees could be expected to discover after due investigation concerning the existence of the fact or matter in question.

“Law” means any statute, law (including common law), constitution, treaty, ordinance, code, order, decree, judgment, rule, regulation and any other binding requirement or determination of any Governmental Authority.

“Liens” means any liens, claims, charges, security interests, mortgages, pledges, easements, conditional sale or other title retention agreements, defects in title, covenants or other restrictions of any kind, including, any restrictions on the use, voting, transfer or other attributes of ownership.

“Material Adverse Effect” – with respect to any Person, any state of facts, development, event, circumstance, condition, occurrence or effect that, individually or taken collectively with all other preceding facts, developments, events, circumstances, conditions, occurrences or effects (a) is materially adverse to the condition (financial or otherwise), business, operations or results of operations of such Person, or (b) impairs the ability of such Person to perform its obligations under this Agreement.

Agreement.

“Order” – any award, injunction, judgment, decree, stay, order, ruling, subpoena or verdict, or other decision entered, issued or rendered by any Governmental Authority.

“Original Holder” – shall have the meaning specified in the first paragraph of the recitals to this Agreement.

“OTC” – over-the-counter.

“OTCQB” – the base level OTCMarkets tier for SEC Reporting Companies.

“Parties” – shall have the meaning specified in the preamble to this Agreement.

“Person” – an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, Governmental Authority, a person (including, without limitation, a “person” as defined in Section 13(d)(3) of the Exchange Act), or any political subdivision, agency or instrumentality of a Governmental Authority, or any other entity or body.

“Preferred” shall have the meaning in the second recital to this Agreement.

“Proceeding” or “Proceedings” – any actions, suits, claims, hearings, arbitrations, mediations, Proceedings (public or private) or governmental investigations that have been brought by any Governmental Authority or any other Person.

“Rule 144” – Rule 144 promulgated under the Securities Act.

“Rule 405” – Rule 405 of Regulation S-T.

“SEC” – shall mean the U.S. Securities and Exchange Commission.

“SEC Reporting Company” – any company with a class of common stock registered under Section 12 of the Exchange Act and that, as of the date hereof is, and for at least the ninety (90) day period immediately preceding the date hereof has been, subject to the periodic and other reporting requirements of either Section 13 or 15(d) of the Exchange Act.

“Securities Act” – the Securities Act of 1933, as amended.

“Shell Company” – a company having no or nominal operations and either (a) no or nominal assets, (b) assets consisting solely of cash and cash equivalents, or (c) assets consisting of any amount of cash and cash equivalents and nominal other assets.

“Transaction” – shall have the meaning specified in the fourth paragraph of the recitals to this Agreement.

2. The 3(a)(9) Exchange(s).

2.1 Generally. Subject to the terms, conditions and limitations of this Agreement, for so long as any amounts payable under the Debt Securities Instrument remain (i) unexchanged or (ii) unpaid and outstanding (such period being deemed the “Investor Holding Period”), the Investor shall have a continuing right in its sole and exclusive discretion, through the delivery by Investor to Issuer of the Notes for the Preferred, but only insofar as not in conflict at any given time with any superseding provisions of this Agreement.

2.2 Certain Acknowledgments and Covenants. Each of Issuer and Investor hereby acknowledge that they are aware and understand that, in order to be eligible for exemption from registration under the Securities Act, any 3(a)(9) Exchange(s) hereunder may not involve (i) any additional consideration beyond the Debt Securities being surrendered/exchanged by the Investor, or (ii) any payment by the Issuer of any commission or other remuneration either directly or indirectly for the solicitation of such exchange(s), and (b) covenant that any 3(a)(9) Exchange(s) hereunder shall not involve (i) any additional consideration beyond the Debt Securities being surrendered/exchanged by the Investor, or (ii) any payment by the Issuer of any commission or other remuneration either directly or indirectly for the solicitation of such exchange(s).

3. Representations and Warranties of Issuer. Issuer hereby represents and warrants to Investor, which representations and warranties, excepting (c) below, shall be deemed to be repeated by Issuer on each day on which any amounts payable under the Debt Securities, including interest, remain (i) unexchanged for shares of Issuer Common Stock hereunder, or (ii) unpaid and outstanding, that:

(a) it is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Utah;

(b) it has taken all requisite corporate and other action to authorize, and it has full corporate power and authority without any required further action, to (i) carry on its present business as currently conducted, (ii) own its properties and assets, (iii) execute, deliver, and perform all of its obligations under this Agreement, (iv) have borrowed and to repay with interest the indebtedness evidenced by the Debt Securities, and (v) issue and deliver to Investor or its designee any and all Exchange Shares potentially deliverable pursuant to this Agreement;

(c) its capitalization as of the date of this Agreement includes (i) 900,000,000 shares of Issuer Common Stock authorized, of which 351,232,031 shares are issued and outstanding, and (ii) 6,200,000 shares of Issuer preferred stock, par value .0001 per share authorized of Series B of which 5,00,000 are issued and outstanding;

(d) the Debt Securities Instrument constitute a legal, valid and binding, and past due obligation of Issuer, enforceable against Issuer in accordance with the terms thereof, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law), there is no dispute relating to the validity of such obligation, and any defenses to its validity have been waived in their entirety;

(e) the execution, delivery and performance of this Agreement, the payment of all amounts due under the Debt Securities by Issuer, and the consummation of the Transactions, do not and will not (i) violate any provision of its articles of incorporation or bylaws, (ii) conflict with or result in the breach of any material provision of, or give rise to a default under, any agreement with respect to indebtedness or of any other material agreement to which Issuer is a party or by which it or any of its properties or assets are bound, (iii) conflict with any Law, statute, rule or regulation or any Order, judgment or ruling of any court or other agency of government to which it is subject or any of its properties or assets may be bound or affected, in each case except where such conflict would not have a Material Adverse Effect on Issuer, or (iv) result in the creation or imposition of any Lien, charge, mortgage, encumbrance or other security interest or any segregation of assets or revenues or other



preferential arrangement (whether or not constituting a security interest) with respect to any present or future assets, revenues or rights to the receipt of income of Issuer;

(f) it is currently an OTCQB Company.

(g) it is not a Shell Company, and, if it ever was a Shell Company, it (i) has ceased to be a Shell Company; (ii) has filed all reports and other materials required to be filed by Section 13 or 15(d) of the Exchange Act, as applicable, during the twelve (12) month period immediately preceding the date of this Agreement (or for such shorter period as it has been required to file such reports and materials), other than current reports on Form 8-K, and (iii) has filed Current Form 10 Information with the SEC reflecting its status as an entity that is no longer a Shell Company, and at least one (1) year has elapsed since such Current Form 10 Information was filed;

(h) the Issuer Common Stock currently trades publicly on the **OTCQB** under the symbol "VATE" and is not currently subject to any trading halts, suspensions, delistings or similar actions imposed by the SEC, FINRA, or any other regulatory or similar authorities and no members of its management or board of directors is aware or has any reason to be aware of any such threatened halts, suspensions, delistings or similar actions;

(i) the Issuer Common Stock is currently DTC Eligible, Transfer Agent is participating in the DTC FAST Program, and no DTC "chill" has been imposed upon the Issuer Common Stock;

(j) its management understands what a Gypsy Swap is and that such arrangements are deemed to constitute unlawful schemes to evade the registration requirements of the Securities Act, and has no knowledge of any such arrangements in connection with the Transactions;

(k) there are no legal actions, suits, arbitration proceedings, investigations or other Proceedings pending or, to the reasonable knowledge of Issuer's officers or directors, threatened against Issuer which, if resolved unfavorably would have a Material Adverse Effect on the financial condition of Issuer or the validity or enforceability of, or Issuer's ability to perform its obligations under, the Debt Securities and/or this Agreement; and

(l) all governmental and other consents, authorizations, approvals, licenses and orders that were required to have been obtained by Issuer with respect to the Debt Securities and/or its issuance were duly obtained and remain in full force and effect and all conditions of any such consents, Authorizations, approvals, licenses and orders have been complied with.

4. Covenants of Issuer. In addition to the other obligations hereunder and under the Debt Securities, and for so long as any amounts payable under the Debt Securities, including interest, remain (i) unexchanged for shares of Issuer Common Stock hereunder, or (ii) unpaid and outstanding, Issuer hereby covenants to the Investor as follows:

(a) upon issuance, any Exchange Shares shall be duly authorized, fully paid and nonassessable;

(b) it shall refrain from disclosing, and shall cause its officers, directors, employees and agents to refrain from disclosing, any material non-public information to Investor without also disseminating such information to the public in accordance with applicable Law, unless prior to disclosure of such information Issuer identifies such information as being material non-public information

and provides Investor with the opportunity to accept or refuse to accept such material non-public information for review;

(c) it shall timely file all reports required by it to be filed, in each case in full compliance with the content requirements thereof, and shall meet all other of its obligations under the Exchange Act;

(d) it shall take any and all steps as may be necessary to insure that the Issuer Common Stock continues to trade publicly and does not become the subject of any trading halts, suspensions, delisting's or similar actions imposed by the SEC, FINRA, or any other regulatory or similar authorities;

(e) it shall take any and all steps as may be necessary to insure that the Issuer Common Stock continues to be DTC Eligible, that Transfer Agent continue to participate in the DTC FAST Program, and that no DTC "chill" is imposed upon the Issuer Common Stock;

(f) it shall take any and all steps as may be necessary to insure that it avoid becoming or otherwise being deemed by the SEC a Shell Company;

(g) it shall not issue any shares of Issuer Common Stock under this Agreement which, when aggregated with all other shares of Issuer Common Stock then beneficially owned by Investor and its affiliates, including those in relation to which it/they have a right to acquire within sixty (60) days, would result in the beneficial ownership by Investor and its affiliates to exceed the Ownership Limitation, and, upon the written or telephonic request of Investor from time to time, Issuer shall confirm to Investor within one (1) Trading Day of such request the number of shares of Issuer Common Stock then outstanding;

(h) it shall not initiate or otherwise execute any share buybacks of the Issuer Common Stock that would have the effect of increasing Investor's percentage beneficial ownership together with its affiliates, including those in relation to which it/they have a right to acquire within sixty (60) days, to exceed the Ownership Limitation;

(i) if the Common Stock is listed or quoted on The Nasdaq Stock Market or any other U.S. national securities exchange during the Investor Holding Period, it shall not issue any shares of Issuer Common Stock pursuant to this Agreement to the extent that after giving effect thereto, the aggregate number of all shares of Issuer Common Stock that would be issued pursuant to this Agreement, together with all shares of Issuer Common Stock issued pursuant to any transactions that may be aggregated with the transactions contemplated by this Agreement under applicable rules of The Nasdaq Stock Market or any other Principal Market on which the Issuer Common Stock may be listed or quoted, would exceed the Exchange Cap, unless and until Issuer elects to solicit stockholder approval of the transactions contemplated by this Agreement and the stockholders of Issuer have in fact so approved the transactions contemplated by this Agreement in accordance with the applicable rules and regulations of The Nasdaq Stock Market, any other Principal Market on which the Issuer Common Stock may be listed or quoted, and the Issuer's articles of incorporation and bylaws;

(j) it shall not knowingly be a participant in any Gypsy Swap in connection with the Transactions or otherwise;

5. Notices. Except as otherwise expressly set forth herein, any notice, demand or request relating to any matter set forth herein shall be made in writing and shall be deemed effective when hand delivered or when mailed, postage pre-paid by registered or certified mail return receipt requested, when picked-up by or delivered to a recognized overnight courier service, or when sent by email to either Issuer at its address below, or to Investor at its address below, or such other address as either Party shall have notified the other in writing as provided herein from and after the date hereof.

If to Issuer:

**Branded Legacy, Inc.**  
37 N Orange Ave, Ste 304  
Orlando, FL 32801  
Attn: Matthew Nichols

If to Investor:

RB Crown Consulting, LLC  
\_\_\_\_\_  
\_\_\_\_\_

6. Governing Law. This Agreement and the Exhibits hereto shall be governed by and interpreted and enforced in accordance with the Laws of the State of Florida, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Florida.

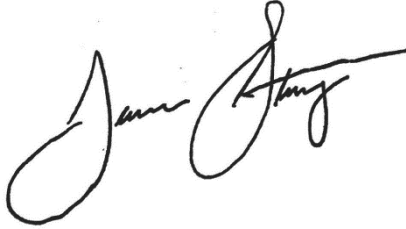
7. Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

8. Counterparts. This Agreement may be executed and delivered (including by facsimile or email .pdf file format attachment transmission) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

9. Integration; Modification. This Agreement, including the Exhibits hereto, constitutes the entirety of the rights and obligations of each of the Investor and Issuer with respect to the subject matter hereof. No provision of this Agreement may be modified except by an instrument in writing signed by the Party against whom the enforcement of any such modification is or may be sought.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, in each case as of the date first written above.



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Jermain Strong | CEO – Branded Legacy, Inc.



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Ryan Medico | Managing Member – RB Crown Consulting, LLC



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

Date: October 23, 2020

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 October 23, 2021, ("Maturity Date").

**The principal amount advanced by Lender is \$1,475 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.

  
\_\_\_\_\_  
Jermain Strong, Chief Executive Officer  
BRANDED LEGACY, INC.

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



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

Date: October 16, 2020

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 October 16, 2021, ("Maturity Date").

**The principal amount advanced by Lender is \$3,975 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.

  
\_\_\_\_\_  
Jermain Strong, Chief Executive Officer  
BRANDED LEGACY, INC.

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



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

Date: October 30, 2020

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 October 30, 2021, ("Maturity Date").

**The principal amount advanced by Lender is \$7,800 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.

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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