

## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (this “Agreement”) is entered into and effective as of September 30, 2020 (the “Effective Date”), by and among Jake Noch (“Noch”), on the one hand, and China Food and Beverage Company and James Tilton (collectively known as “CHIF”), on the other hand. Each is a “Party” and collectively the “Parties.”

### **RECITALS**

A. On June 10, 2020, a Final Judgment in the amount of \$1,269,876.97 (the “Judgment”) was entered in favor of the Noch against China Food and Beverage Company in the lawsuit styled Jake Noch v. China Food and Beverage Company and James Tilton, Case No. 20-CA-965, in the Circuit Court of the Twentieth Judicial Circuit in Collier County, Florida (the “Lawsuit”).

B. As of the date of this Agreement, the full amount of the Judgments remains outstanding and, accordingly, the Parties wish to enter into this Agreement to reduce the amount due on the Judgments, and to resolve all issues and disputes between the Parties.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, **IT IS AGREED AS FOLLOWS:**

1. **Recitals Incorporated.** The Recitals set forth above are incorporated as an agreed statement of facts relating to this Agreement.
2. **Promissory Note.** As a condition to the effectiveness of this Agreement, CHIF shall deliver a duly executed version of that certain Unsecured Promissory Note, dated as of the Effective Date, a form of which is attached hereto as Exhibit A, to Pro Music Rights, Inc., a Delaware corporation, each provision, term and condition of which is expressly incorporated herein by reference and made a part of this Agreement.
3. **Stock Options.** Noch hereby grants to CHIF an option to purchase in whole and not in part twenty percent (20%) of the fully outstanding membership interests (the “Option”) of Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC for an aggregate purchase price of Two Hundred and Fifty Five Dollars and Zero Cents for each membership interest at a price resulting from a valuation as determined by the manager of Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC in its sole, subjective, exclusive and absolute discretion (the “Price”). To exercise the option, CHIF shall provide written notice exclusively by personal delivery, and no other method, upon the agent for service of process of Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC irrevocably exercising the Option at the Price, the effective date of such exercise, the manner by which payment of the Price in immediately available funds

will be remitted, and requesting that Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC identify in writing, including by email, within three (3) business days of receipt of such notice, the Price for such exercise and the instructions to wire such immediately available funds. Within three (3) business days of receipt of the response by Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC, CHIF shall wire immediately available funds of the Price. By exercising the Option, CHIF shall be deemed to have, and be construed to have, duly and completely executed the then-existing limited liability company agreement, along with all agreements, exhibits, schedules and addenda related thereto, of Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC without any further action by CHIF, and insofar as CHIF's exercise results in its holding of more than 20% of the equity interest thereof, then it will be protected against any dilution less than 20% of the equity interest. The Option shall expire, and no longer be exercisable, on the four (4) month anniversary of the Effective Date. Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC shall be an express third-party beneficiary of this Section 3 with the right, power and authority to enforce any exercise of the Option against CHIF or this Agreement otherwise. Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC presently has an interest in and to a substantial number of sound recordings, which are publicly performed on digital service providers.

4. **Dismissal of the Lawsuit.** Within five (5) business days of CHIF's full and complete performance of Section 2, the Parties agree to jointly submit a Stipulation and Motion for Abatement indicating, among other things, that the Court retains jurisdiction to enforce the Settlement or otherwise enforce the Judgments.

5. **[RESERVED]**.

6. **Notices.** Unless otherwise expressly agreed herein, all notices, requests and demands to or upon the Parties shall be deemed to have been given or made when delivered by hand or by courier service, or the first business day after deposit with a nationally-recognized overnight delivery service for overnight delivery, along with a copy sent via electronic mail, as follows:

If to the Noch: Jake Noch  
3811 Airport Pulling Rd. Ste. 203  
Naples, FL 34105  
[jake@promusicrights.com](mailto:jake@promusicrights.com)

With a copy to: Vito M. Roppo, Esq.  
Colosseum Counsel, PLLC  
3811 Airport Pulling Road N., Suite 203  
Naples, Florida 34105  
[vito@fightforme.com](mailto:vito@fightforme.com)

If to CHIF:

---

---

---

---

7. **General Release.** Subject to full and complete performance of each party's respective obligations under this Agreement, and except for their obligations pursuant to this Agreement and the Judgments, the Parties, for themselves and their respective past, present, and future executors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, members, agents, predecessors, successors, insurers, beneficiaries, representatives, and any person or entity making any claim by, through, on behalf of, or for any of them, release and forever discharge each of the other Parties from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions, additional insured claims, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, fixed or contingent, that any of them have, may have, or ever have had against the other, including, but not limited to, those raised or that could have been raised in the Lawsuit or the Appeal, from the beginning of time through the effective date of this provision, if at all.

8. **Applicable Law; Venue; Jurisdiction.** The laws of the State of Florida (without giving effect to its conflicts of law principles) shall govern all matters arising out of or related to this Agreement. Any legal action or proceeding arising out of or related to this Agreement shall be brought in the state or federal courts having jurisdiction over Collier County, Florida (the "Selected Courts"). The Parties consent to the exclusive jurisdiction of the Selected Courts for the purpose of all legal actions and proceedings arising out of or related to this Agreement; provided, however, that the foregoing shall not prohibit the enforcement, in the Selected Courts or any other appropriate forum, of any judgment obtained in connection with such legal action or proceeding. Each Party waives, to the fullest extent permitted by law, (i) any objection which such Party may now or later have to the laying of venue of any legal action or proceeding arising out of or related to this Agreement brought in the Selected Courts, and (ii) any claim that any legal action or proceeding brought in any of the Selected Courts has been brought in an inconvenient forum.

9. **Attorneys' Fees.** In the event of a dispute arising under or related to this Agreement, whether or not a lawsuit or other proceeding is filed, including, but not limited to arbitration, trial, appellate and bankruptcy proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in

determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable.

10. **Interpretation of Agreement.** This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement. The Parties acknowledge and agree that this Agreement and its provisions shall be construed according to their common or ordinary meaning and without interpretive favor or prejudice to any Party.

11. **Compromise.** This Agreement is the compromise of disputed claims, and the settlement provided for in this Agreement in no way constitutes an admission of any fact, claim, or allegation and in no way indicates, implies, or admits the truth of any allegation or claim in any pleading, paper, or document.

12. **Opportunity to Negotiate, Consider and Consult with Counsel.** The terms of this Agreement are the product of negotiations between the Parties, and the Parties stipulate that the consideration given to support the obligations of this Agreement is the full consideration agreed to. Each Party acknowledges that it has obtained the advice of legal counsel and agrees that each of them has been given a reasonable period of time within which to consider this Agreement. Each of the Parties confirm that they have had this Agreement explained to them by their respective attorneys, they are relying on their own judgment and on the advice of their respective attorneys, and each confirms their competence to understand and accept the terms and conditions of the Agreement.

13. **Entire Agreement; Modification by Writing Only.** This Agreement incorporates, embodies, expresses, and supersedes all agreements and understandings of any kind between the Parties. No term or provision of this Agreement may be varied, changed, modified, waived, or terminated orally, but only by an instrument in writing signed by the signatory against whom the enforcement of the variation, change, modification, waiver, or termination is sought. The non-enforcement or waiver by any Party of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or at any future time of such provision or of any other provision hereof.

14. **No Duress.** The Parties acknowledge that they are executing this Agreement as

their own voluntary act and deed, and represent that such execution was not the result of any duress, coercion, or undue influence upon any of them.

15. **No Inducements To Settlement Except Those Expressed Herein.** The Parties acknowledge and represent that no promise, inducement, or agreement not expressed herein has been made to them by the other Parties to this Agreement, or any of their employees, agents, attorneys, or representatives, that they have read, know, and understand completely the terms of this Agreement, and that they are fully competent under the law to execute this Agreement.

16. **Severability.** If any portion or portions of this Agreement are held by a court of competent jurisdiction to conflict with any federal, state or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining portions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

17. **Successors and Assigns.** The legal rights and obligations of this Agreement are intended to, and shall, inure to the benefit of, and be binding upon, the Parties to this Agreement and their respective legal representatives, successors, and assigns.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed signature page by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original pictorial appearance of a document will have the same effect as delivery of an executed original.

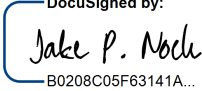
19. **Time is of the Essence.** Time is of the essence as to each provision of this Agreement.

20. **Warranty.** Each Party warrants: (a) that the person executing this Agreement on its behalf has the authority to do so; and (b) that the matters being released pursuant to this Agreement have not been assigned or otherwise transferred to any other person or entity.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

**JAKE NOCH**

By:  B0208C05F63141A...  
\_\_\_\_\_  
Jake Noch

**CHINA FOOD AND BEVERAGE COMPANY**

By:  41A436D3748E4A6...  
\_\_\_\_\_  
James Tilton  
Duly Authorized

 41A436D3748E4A6...  
\_\_\_\_\_  
**James Tilton, individually**

**Exhibit A**  
**(Unsecured Promissory Note)**



## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “Agreement”) is entered into and effective as of September 30, 2020 (the “Effective Date”), by and among Jake Noch (“Noch”), on the one hand, and NET SAVINGS LINK, INC. and James Tilton (collectively known as “NSAV”), on the other hand. Each is a “Party” and collectively the “Parties.”

### RECITALS

A. On September 15, 2020, a Final Judgment in the amount of \$1,298,194.72 (the “Judgment”) was entered in favor of the Noch against Net Savings Link, Inc. and James Tilton in the lawsuit styled Jake Noch v. Net Savings Link, Inc. and James Tilton, Case No. 20-CA-966, in the Circuit Court of the Twentieth Judicial Circuit in Collier County, Florida (the “Lawsuit”).

B. As of the date of this Agreement, the full amount of the Judgments remains outstanding and, accordingly, the Parties wish to enter into this Agreement to reduce the amount due on the Judgments, and to resolve all issues and disputes between the Parties.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, **IT IS AGREED AS FOLLOWS:**

1. **Recitals Incorporated.** The Recitals set forth above are incorporated as an agreed statement of facts relating to this Agreement.
2. **Promissory Note.** As a condition to the effectiveness of this Agreement, NSAV shall deliver a duly executed version of that certain Unsecured Promissory Note, dated as of the Effective Date, a form of which is attached hereto as Exhibit A, to Pro Music Rights, Inc., a Delaware corporation, each provision, term and condition of which is expressly incorporated herein by reference and made a part of this Agreement.
3. **Stock Options.** Noch hereby grants to NSAV an option to purchase in whole and not in part twenty percent (20%) of the fully outstanding membership interests (the “Option”) of Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC for an aggregate purchase price of Two Hundred and Fifty Five Dollars and Zero Cents for each membership interest at a price resulting from a valuation as determined by the manager of Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC in its sole, subjective, exclusive and absolute discretion (the “Price”). To exercise the option, NSAV shall provide written notice exclusively by personal delivery, and no other method, upon the agent for service of process of Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC irrevocably exercising the Option at the Price, the effective date of such exercise, the manner by which payment of the Price in immediately

available funds will be remitted, and requesting that Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC identify in writing, including by email, within three (3) business days of receipt of such notice, the Price for such exercise and the instructions to wire such immediately available funds. Within three (3) business days of receipt of the response by Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC, NSAV shall wire immediately available funds of the Price. By exercising the Option, NSAV shall be deemed to have, and be construed to have, duly and completely executed the then-existing limited liability company agreement, along with all agreements, exhibits, schedules and addenda related thereto, of Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC without any further action by NSAV, and insofar as NSAV's exercise results in its holding of more than 20% of the equity interest thereof, then it will be protected against any dilution less than 20% of the equity interest. The Option shall expire, and no longer be exercisable, on the four (4) month anniversary of the Effective Date. Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC shall be an express third-party beneficiary of this Section 3 with the right, power and authority to enforce any exercise of the Option against NSAV or this Agreement otherwise. Pro Music Rights Distribution, LLC & Sosa Entertainment, LLC presently has an interest in and to a substantial number of sound recordings, which are publicly performed on digital service providers.

4. **Dismissal of the Lawsuit.** Within five (5) business days of NSAV'S full and complete performance of Section 2, the Parties agree to jointly submit a Stipulation and Motion for Abatement indicating, among other things, that the Court retains jurisdiction to enforce the Settlement or otherwise enforce the Judgments.

5. **[RESERVED].**

6. **Notices.** Unless otherwise expressly agreed herein, all notices, requests and demands to or upon the Parties shall be deemed to have been given or made when delivered by hand or by courier service, or the first business day after deposit with a nationally-recognized overnight delivery service for overnight delivery, along with a copy sent via electronic mail, as follows:

If to the Noch:                      Jake Noch  
   3811 Airport Pulling Rd. Ste. 203  
   Naples, FL 34105  
   [jake@promusicrights.com](mailto:jake@promusicrights.com)

With a copy to:                      Vito M. Roppo, Esq.  
   Colosseum Counsel, PLLC  
   3811 Airport Pulling Road N., Suite 203  
   Naples, Florida 34105  
   [vito@fightforme.com](mailto:vito@fightforme.com)

If to NSAV:

---

---

---

---

7. **General Release.** Except for their obligations pursuant to this Agreement and the Judgments, the Parties, for themselves and their respective past, present, and future executors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, members, agents, predecessors, successors, insurers, beneficiaries, representatives, and any person or entity making any claim by, through, on behalf of, or for any of them, release and forever discharge each of the other Parties from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions, additional insured claims, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, fixed or contingent, that any of them have, may have, or ever have had against the other, including, but not limited to, those raised or that could have been raised in the Lawsuit or the Appeal, from the beginning of time through the effective date of this provision, if at all.

8. **Applicable Law; Venue; Jurisdiction.** The laws of the State of Florida (without giving effect to its conflicts of law principles) shall govern all matters arising out of or related to this Agreement. Any legal action or proceeding arising out of or related to this Agreement shall be brought in the state or federal courts having jurisdiction over Collier County, Florida (the "Selected Courts"). The Parties consent to the exclusive jurisdiction of the Selected Courts for the purpose of all legal actions and proceedings arising out of or related to this Agreement; provided, however, that the foregoing shall not prohibit the enforcement, in the Selected Courts or any other appropriate forum, of any judgment obtained in connection with such legal action or proceeding. Each Party waives, to the fullest extent permitted by law, (i) any objection which such Party may now or later have to the laying of venue of any legal action or proceeding arising out of or related to this Agreement brought in the Selected Courts, and (ii) any claim that any legal action or proceeding brought in any of the Selected Courts has been brought in an inconvenient forum.

9. **Attorneys' Fees.** In the event of a dispute arising under or related to this Agreement, whether or not a lawsuit or other proceeding is filed, including, but not limited to arbitration, trial, appellate and bankruptcy proceedings, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The

reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable.

10. **Interpretation of Agreement.** This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement. The Parties acknowledge and agree that this Agreement and its provisions shall be construed according to their common or ordinary meaning and without interpretive favor or prejudice to any Party.

11. **Compromise.** This Agreement is the compromise of disputed claims, and the settlement provided for in this Agreement in no way constitutes an admission of any fact, claim, or allegation and in no way indicates, implies, or admits the truth of any allegation or claim in any pleading, paper, or document.

12. **Opportunity to Negotiate, Consider and Consult with Counsel.** The terms of this Agreement are the product of negotiations between the Parties, and the Parties stipulate that the consideration given to support the obligations of this Agreement is the full consideration agreed to. Each Party acknowledges that it has obtained the advice of legal counsel and agrees that each of them has been given a reasonable period of time within which to consider this Agreement. Each of the Parties confirm that they have had this Agreement explained to them by their respective attorneys, they are relying on their own judgment and on the advice of their respective attorneys, and each confirms their competence to understand and accept the terms and conditions of the Agreement.

13. **Entire Agreement; Modification by Writing Only.** This Agreement incorporates, embodies, expresses, and supersedes all agreements and understandings of any kind between the Parties. No term or provision of this Agreement may be varied, changed, modified, waived, or terminated orally, but only by an instrument in writing signed by the signatory against whom the enforcement of the variation, change, modification, waiver, or termination is sought. The non-enforcement or waiver by any Party of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or at any future time of such provision or of any other provision hereof.

14. **No Duress.** The Parties acknowledge that they are executing this Agreement as their own voluntary act and deed, and represent that such execution was not the result of

any duress, coercion, or undue influence upon any of them.

15. **No Inducements To Settlement Except Those Expressed Herein.** The Parties acknowledge and represent that no promise, inducement, or agreement not expressed herein has been made to them by the other Parties to this Agreement, or any of their employees, agents, attorneys, or representatives, that they have read, know, and understand completely the terms of this Agreement, and that they are fully competent under the law to execute this Agreement.

16. **Severability.** If any portion or portions of this Agreement are held by a court of competent jurisdiction to conflict with any federal, state or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining portions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

17. **Successors and Assigns.** The legal rights and obligations of this Agreement are intended to, and shall, inure to the benefit of, and be binding upon, the Parties to this Agreement and their respective legal representatives, successors, and assigns.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed signature page by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original pictorial appearance of a document will have the same effect as delivery of an executed original.

19. **Time is of the Essence.** Time is of the essence as to each provision of this Agreement.

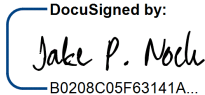
20. **Warranty.** Each Party warrants: (a) that the person executing this Agreement on its behalf has the authority to do so; and (b) that the matters being released pursuant to this Agreement have not been assigned or otherwise transferred to any other person or entity.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

**JAKE NOCH**

By:  \_\_\_\_\_  
Jake Noch

**Net Savings Link, Inc.**

By:  \_\_\_\_\_  
James Tilton  
Duly Authorized

 \_\_\_\_\_  
**James Tilton, individually**

**Exhibit A**  
**(Unsecured Promissory Note)**



**THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NO SALE OR DISPOSITION MAY BE EFFECTED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER SAID ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION.**

**CHINA FOOD & BEVERAGE CO.  
UNSECURED PROMISSORY NOTE**

\$175,500,000.00

**September 30, 2020**

For value received, **CHINA FOOD & BEVERAGE CO.** (OTC: CHIF), a corporation formed and existing under the laws of the state of Colorado (the "**Company**"), promises to pay **PRO MUSIC RIGHTS INC.**, a Delaware corporation and its successors and assigns ("**Holder**") the principal sum of **ONE HUNDRED AND SEVENTY FIVE MILLION AND FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS** (the "**Principal**") together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below, subject to the terms and conditions hereof.

**1 Repayment.** The term of this Note shall be from the date first stated above to and including the fifth anniversary thereof (the "**Maturity Date**"), at which time the Company shall repay all outstanding principal and accrued interest. All payments shall be in lawful money of the United States of America. The unpaid principal of this Note shall bear simple interest at the rate specified below. All payments made on account of this Note, including prepayments, shall be applied first to the payment of any accrued and unpaid interest due hereunder, and the remainder shall be applied to the unpaid principal sum.

**2 Interest Rate.** Commencing on the date hereof, the unpaid principal amount under this Note shall accrue interest calculated on a calendar quarter basis at a variable rate of LIBOR plus 2.00%. "LIBOR" means the six month LIBOR rate as quoted in the Wall Street Journal on the date of funding or on the date of determination thereof (or if the Wall Street Journal is not published on that day, on the first publishing day thereafter), such interest to be calculated for the actual number of days elapsed on the basis of a 360 day year. The LIBOR rate shall be effective for the entire three month interest period. Interest shall be calculated on the basis of the actual number of days elapsed over a year of three hundred sixty (360) days and shall be payable quarterly on the last business day of each quarter, starting on March 31, 2021 and continuing thereafter, and at maturity. Any accrued but unpaid interest balances shall be added to the unpaid principal balance of this Note on a monthly basis and thereafter such accrued but unpaid interest shall be charged interest consistent with unpaid principal. In the event Holder fails to make any payment under this Note, after having a period of 60 months to cure, interest shall be deemed to have accrued on the unpaid principal amount under this Note as of the date of such failure at LIBOR plus eight percent. Notwithstanding any provision of this Note to the contrary, the Company shall not be obligated to pay interest pursuant to this Note in excess of the maximum rate of interest permitted by the laws of any state determined to govern this Note or the laws of the United States applicable to loans in such state. If any provisions of this Note shall ever be construed to require the payment of any amount of interest in excess of that permitted by applicable law, then the interest to be paid pursuant to this Note shall be held subject to reduction to the amount allowed under applicable law and any sums paid in excess of the interest rate allowed by law shall be applied in reduction of the principal balance outstanding pursuant to this Note. The Company acknowledges that it has been contemplated at all times by the Company that the laws of the State of Delaware will govern the maximum rate of interest that it is permissible for the Holder to charge the Company pursuant to this Note.

**3. Maturity; Prepayment.** This Note shall become fully due and payable on the Maturity Date. The Company may prepay this Note prior to the Maturity Date without the consent of any Holder and without any penalty by remitting the Principal to the Holder.

**4. Event of Default.** An “*Event of Default*” under this Note shall be the failure of the Company to pay any sum due under this Note or upon the occurrence of any action or inaction by the Company as determined by the Holder upon written notice to the Company in Holder’s sole, exclusive and unfettered discretion. Upon any Event of Default, the Company shall reimburse and advance any and all fees, costs and expenses (including attorneys’ fees) of the Holder with respect to enforcement, execution, defense, prosecution, or any other action or inaction with respect to, concerning or relating to this Note. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

**5. Governing Law.** This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles. The parties hereto consent to the exclusive jurisdiction and venue of the state and federal courts located in the county in which the Company maintains its principal place of business and irrevocably waive any objection to venue and personal service of process and otherwise consent to process being served in any such suit, action or proceeding by mailing a copy to the last known address of the other party and agrees that such service by mail to the last known address shall constitute good and sufficient service of process and notice thereof. The Company shall be entitled to recover all of its fees, costs and expenses (including attorneys’ fees) with respect to enforcement, execution, defense, prosecution, or any other action or inaction with respect to, concerning or relating to this Note. **THE COMPANY AND HOLDER KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY SUCH PERSON MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THE NOTE.**

**6. Modification; Assignment; Notices. Modification; Assignment; Notices.** Any term of this Note may be amended by the Company upon the written consent of the Holder. This Note shall have no restrictions or limitations on sale, transfer or assignment by Holder or its successors and assigns. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic or mail, if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by first class, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

**7. Miscellaneous.** The section headings of this Note are for convenience only, and shall not limit or otherwise affect any of the terms hereof. The execution, delivery and issuance of this Note has been duly authorized by all required, necessary and appropriate action, and no further consents or other actions are required, necessary or appropriate to render this Note enforceable according to its terms. This Note and the Agreement constitutes the entire agreement between the parties with respect to their subject matter and supersede all prior letters, representations or agreements, oral or written, with respect thereto. No modification, release or waiver of this Note shall be deemed to be made by the Holder unless in writing signed by the Holder, and each such waiver, if any, shall apply only with respect to the specific instance involved. This Note shall inure to the benefit of and be enforceable by the Holder and shall be binding upon and enforceable against the Company and its affiliates and each of their respective officers and directors, each of whom and of which shall have personal liability hereunder. So long as this Note remain outstanding, the Company shall not, without the prior written consent of Holder, commence or join with any other person or entity in commencing any bankruptcy, reorganization or insolvency case or proceeding of or against the Company. The obligations of the Company hereunder shall not be reduced, limited, impaired, discharged,

deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Company or by any defense which the Company may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. The Company represents, warrants and covenants that this Note, and the debts and obligations arising hereunder, shall not be dischargeable in or under any state or federal law. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine or neuter gender shall include all genders. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operates or would prospectively operate to invalidate this Note, then and in any of those events, only such provision or provisions shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

**IN WITNESS WHEREOF**, the Company has caused this **UNSECURED PROMISSORY NOTE** to be executed by its duly authorized officer as of the date first written above.

**CHINA FOOD & BEVERAGE CO.**

DocuSigned by:  
*James A. Tilton*  
41A436D3748E4A6...  
By: \_\_\_\_\_  
James A. Tilton  
Duly Authorized

I, **JAMES A. TILTON**, of sound mind, and without undue influence from any person, and without reliance on any statement by any other person, hereby knowingly, unconditionally and irrevocably guarantee, in favor of the Holder of the Note, the due and prompt performance and the payment of any and all obligations, amounts, fees, costs and expenses whenever and however arising under or through, relating to, concerning or by reason of the Note.

DocuSigned by:  
*James A. Tilton*  
41A436D3748E4A6...  
\_\_\_\_\_  
James A. Tilton



**THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NO SALE OR DISPOSITION MAY BE EFFECTED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER SAID ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION.**

**NET SAVINGS LINK, INC.  
UNSECURED PROMISSORY NOTE**

\$486,540,000.00

**September 30, 2020**

For value received, **NET SAVINGS LINK, INC.** (OTC: NSAV), a corporation formed and existing under the laws of the state of Colorado (the "*Company*"), promises to pay **PRO MUSIC RIGHTS INC.**, a Delaware corporation and its successors and assigns ("*Holder*") the principal sum of **FOUR HUNDRED EIGHTY SIX MILLION AND FIVE HUNDRED AND FORTY THOUSAND DOLLARS AND ZERO CENTS** (the "*Principal*") together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below, subject to the terms and conditions hereof.

**1. Repayment.** The term of this Note shall be from the date first stated above to and including the fifth anniversary thereof (the "*Maturity Date*"), at which time the Company shall repay all outstanding principal and accrued interest. All payments shall be in lawful money of the United States of America. The unpaid principal of this Note shall bear simple interest at the rate specified below. All payments made on account of this Note, including prepayments, shall be applied first to the payment of any accrued and unpaid interest due hereunder, and the remainder shall be applied to the unpaid principal sum.

**2. Interest Rate.** Commencing on the date hereof, the unpaid principal amount under this Note shall accrue interest calculated on a calendar quarter basis at a variable rate of LIBOR plus 2.00%. "LIBOR" means the six month LIBOR rate as quoted in the Wall Street Journal on the date of funding or on the date of determination thereof (or if the Wall Street Journal is not published on that day, on the first publishing day thereafter), such interest to be calculated for the actual number of days elapsed on the basis of a 360 day year. The LIBOR rate shall be effective for the entire three month interest period. Interest shall be calculated on the basis of the actual number of days elapsed over a year of three hundred sixty (360) days and shall be payable quarterly on the last business day of each quarter, starting on March 31, 2021 and continuing thereafter, and at maturity. Any accrued but unpaid interest balances shall be added to the unpaid principal balance of this Note on a monthly basis and thereafter such accrued but unpaid interest shall be charged interest consistent with unpaid principal. In the event Holder fails to make any payment under this Note, after having a period of 60 months to cure, interest shall be deemed to have accrued on the unpaid principal amount under this Note as of the date of such failure at LIBOR plus eight percent. Notwithstanding any provision of this Note to the contrary, the Company shall not be obligated to pay interest pursuant to this Note in excess of the maximum rate of interest permitted by the laws of any state determined to govern this Note or the laws of the United States applicable to loans in such state. If any provisions of this Note shall ever be construed to require the payment of any amount of interest in excess of that permitted by applicable law, then the interest to be paid pursuant to this Note shall be held subject to reduction to the amount allowed under applicable law and any sums paid in excess of the interest rate allowed by law shall be applied in reduction of the principal balance outstanding pursuant to this Note. The Company acknowledges that it has been contemplated at all times by the Company that the laws of the State of Delaware will govern the maximum rate of interest that it is permissible for the Holder to charge the Company pursuant to this Note.

**3. Maturity; Prepayment.** This Note shall become fully due and payable on the Maturity Date. The Company may prepay this Note prior to the Maturity Date without the consent of any Holder and without any penalty by remitting the Principal to the Holder.

**4. Event of Default.** An “*Event of Default*” under this Note shall be the failure of the Company to pay any sum due under this Note or upon the occurrence of any action or inaction by the Company as determined by the Holder upon written notice to the Company in Holder’s sole, exclusive and unfettered discretion. Upon any Event of Default, the Company shall reimburse and advance any and all fees, costs and expenses (including attorneys’ fees) of the Holder with respect to enforcement, execution, defense, prosecution, or any other action or inaction with respect to, concerning or relating to this Note. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

**5. Governing Law; Venue; Jurisdiction.** This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles. The parties hereto consent to the exclusive jurisdiction and venue of the state and federal courts located in the county in which the Company maintains its principal place of business and irrevocably waive any objection to venue and personal service of process and otherwise consent to process being served in any such suit, action or proceeding by mailing a copy to the last known address of the other party and agrees that such service by mail to the last known address shall constitute good and sufficient service of process and notice thereof. The Company shall be entitled to recover all of its fees, costs and expenses (including attorneys’ fees) with respect to enforcement, execution, defense, prosecution, or any other action or inaction with respect to, concerning or relating to this Note. **THE COMPANY AND HOLDER KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY SUCH PERSON MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THE NOTE.**

**6. Modification; Assignment; Notices.** Any term of this Note may be amended by the Company upon the written consent of the Holder. This Note shall have no restrictions or limitations on sale, transfer or assignment by Holder or its successors and assigns. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic or mail, if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by first class, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

**7. Miscellaneous.** The section headings of this Note are for convenience only, and shall not limit or otherwise affect any of the terms hereof. The execution, delivery and issuance of this Note has been duly authorized by all required, necessary and appropriate action, and no further consents or other actions are required, necessary or appropriate to render this Note enforceable according to its terms. This Note and the Agreement constitutes the entire agreement between the parties with respect to their subject matter and supersede all prior letters, representations or agreements, oral or written, with respect thereto. No modification, release or waiver of this Note shall be deemed to be made by the Holder unless in writing signed by the Holder, and each such waiver, if any, shall apply only with respect to the specific instance involved. This Note shall inure to the benefit of and be enforceable by the Holder and shall be binding upon and enforceable against the Company and its affiliates and each of their respective officers and directors, each of whom and of which shall have personal liability hereunder. So long as this Note remain outstanding, the Company shall not, without the prior written consent of Holder, commence or join with any other person or entity in commencing any bankruptcy, reorganization or insolvency case or proceeding of or against the Company. The obligations of the Company hereunder shall not be reduced, limited, impaired, discharged,

deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Company or by any defense which the Company may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. The Company represents, warrants and covenants that this Note, and the debts and obligations arising hereunder, shall not be dischargeable in or under any state or federal law. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine or neuter gender shall include all genders. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operates or would prospectively operate to invalidate this Note, then and in any of those events, only such provision or provisions shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

**IN WITNESS WHEREOF**, the Company has caused this **UNSECURED PROMISSORY NOTE** to be executed by its duly authorized officer as of the date first written above.

**NET SAVINGS LINK, INC.**

DocuSigned by:  
*James A. Tilton*  
41A436D3748E4A6...  
By: \_\_\_\_\_  
James A. Tilton  
Duly Authorized

I, **JAMES A. TILTON**, of sound mind, and without undue influence from any person, and without reliance on any statement by any other person, hereby knowingly, unconditionally and irrevocably guarantee, in favor of the Holder of the Note, the due and prompt performance and the payment of any and all obligations, amounts, fees, costs and expenses whenever and however arising under or through, relating to, concerning or by reason of the Note.

DocuSigned by:  
*James A. Tilton*  
41A436D3748E4A6...  
\_\_\_\_\_  
James A. Tilton