EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the "**Agreement**") is entered into effective as of June 18, 2015 by and between Jerry Pearring ("**Employee**") and Real Brands, Inc., a Nevada corporation ("**REAL BRANDS**").

WHEREAS, REAL BRANDS is engaged in the business of the Beverage Industry;

WHEREAS, in light of the foregoing, REAL BRANDS and Employee are willing to commence an employment relationship, on the terms, conditions and covenants set forth in this Agreement.

NOW, THEREFORE, in consideration of Employee's commencement of employment with REAL BRANDS, the mutual covenants contained herein and other good and valuable consideration, receipt of which Employee and REAL BRANDS hereby acknowledge, Employee and REAL BRANDS agree, as follows:

1. Position. Employee agrees to employment with REAL BRANDS in the position of President and Chief Executive Officer. Employee further agrees to perform the job duties and to carry out the responsibilities of that position, as determined by the Board of Directors of REAL BRANDS from time to time (the "**Board of Directors**").

2. Employee's Effort. Employee shall perform his duties in the capacity as an employee and in such capacity shall spend the necessary working time and best efforts, skill and attention to his position and to the business and interests of REAL BRANDS.

3. Base Salary; Bonus; Benefits.

(a) Base Salary. REAL BRANDS shall pay Employee compensation for services rendered in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) per annum (the "**Base Salary**") to increaase by 5% annually, payable on a bi-weekly basis or otherwise in accordance with REAL BRANDS's standard policies, less standard deductions and tax withholdings.

(b) Bonus Scheme. Bonus Scheme. Employee shall be entitled to participate in any bonus scheme operated from time to time by REAL BRANDS for employees having the same level of responsibility and authority as Employee. In addition Employee shall receive 7,666,666 shares of RLBD stock upon Real Brands Inc.'s signed Board Resolution approving this contract and employee signing this contract.

(c) Other Compensation and Benefits. During the terms of this Agreement, REAL BRANDS shall provide Employee with a monthly automobile allowance of $1000 per month plus all gasoline, tolls and repairs, etc associated with Employee's car. In addition, Employee shall receive $1,500 per month for Health Insurance until such time a company plan is in place. And any such additional compensation or other benefits as are provided to REAL BRANDS employees generally or as may be determined in the sole and absolute discretion of

the Board of Directors or a designated committee thereof. Employee shall be entitled to 25 days of vacation (accruing on a weekly basis) in each calendar year (of which not more than 15 vacation days may be taken consecutively without the prior consent of the Board of Directors) to be taken at such times as the Board of Directors shall consider most convenient having regard to the requirements of REAL BRANDS's business.

(d) Conversions of Salary to Stock,_ At the Sole descretion of the employee any and all money due employee after the one year anniversary of this contract and thereafter on a quarterly basis can be converted to stock in RLBD at a conversion price not to exceed $.15 per share.

4. Term; Termination. This Agreemnt shall be effective on the date herein above and shall continue for a period of three (3) years with an automatic renewal for three (3) additional years. This Agreement may be terminated earlier pursuant to Sections (a), (b) and (c) below. Termination under this Agreement shall not affect any rights that Employee may have been specifically granted to Employee by the Board of Directors or a designated committee thereof pursuant to any of REAL BRANDS's retirement plans, supplementary retirement plans, profit sharing and savings plans, healthcare, 401(k) any other employee benefit plans sponsored by REAL BRANDS, it being understood that no such rights are granted hereunder. In addition, notwithstanding the expiry or termination of this Agreement pursuant to this Section 4 or otherwise, Employee's rights and obligations under Sections 5 through 11 inclusive of this Agreement shall survive the such termination or expiration of this Agreement in accordance with the terms of such Sections.

(a) Death. This Agreement shall automatically terminate upon the death of Employee and all of his rights hereunder, including the rights to receive compensation and benefits, except as otherwise required by law, shall terminate.

(b) Termination for Good Cause. As used herein "**Good Cause**" shall mean any one or more of the following as determined in the reasonable discretion of REAL BRANDS:

(1) a material breach or material default (including, without limitation, any material deriliction of duty) by Employee of the terms of this Agreement. Notwithstanding the foregoing, if such breach or default is capable of cure, REAL BRANDS shall provide Employee with notice specifying the nature of the material breach or default and Employee shall have thirty (30) days after the receipt of such notice to cure such material breach or default to the reasonable satisfaction of REAL BRANDS. This provision shall not apply to material breaches or defaults caused by the physical disability of Employee (as determined by a neutral physician);

(2) gross negligence, willful misfeasance or breach of fiduciary duty by Employee;

(3) the commission by Employee of an act of fraud, embezzlement or any other crime in connection with Employee's duties; or

(4) conviction of Employee of a felony or any other crime that would materially interfere with the performance of the Employee's duties hereunder.

In the event of a termination for Good Cause, REAL BRANDS will pay the Employee the Base Salary earned and expenses reimbursable under this Agreement incurred through the date of the Employee's termination, and shall have no further responsibility for termination or other payments to Employee. Notwithstanding anything contained herein to the contary, Employee may terminate this Agreement in the event REAL BRANDS materially breaches or defaults under this Agreement and fails to cure such material breach or default within thirty (30) days of receiving notice from Employee specifying the nature of such default.

(c) Change of Control. In the event of a Change of Control (as defined below) of REAL BRANDS, this Agreement shall terminate and REAL BRANDS shall pay to Employee the amount equal to the product of (A) three (3) multiplied by (B) the current Base Salary of Employee on the date of the Change of Control. As used herein, a "Change of Control" of REAL BRANDS shall mean any of the following: (i) the acquisition by any person(s) (individual, entity or affiliated or unaffiliated group) in one of a series of transactions (including, without limitation, issuance of shares by REAL BRANDS or through merger of REAL BRANDS with another entity) of direct or indirect record or beneficial ownership of 50% or more of the voting power with respect to matters put to the vote of the shareholders of REAL BRANDS; (ii) the commencement of or public announcement of an intention to make a tender or exchange offer for more than 50% of the then outstanding shares of the common stock of REAL BRANDS; (iii) a sale of all or substantially all of the assets of REAL BRANDS; or (iv) the Board, in its sole and absolute discretion, determines that there has been a sufficient change in the stock ownership of REAL BRANDS to constitute a change in control of REAL BRANDS. Notwithstanding the foregoing, the following acquisitions shall not constitute a "Change of Control": (1) the closing of any transaction that in good faith may be reasonably characterized as an acquisition of another entity by REAL BRANDS rather than the other way around; or (2) any acquisition of REAL BRANDS or its shares by any employee benefit plan (or related trust) sponsored or maintained by REAL BRANDS or any corporation controlled by REAL BRANDS.

5. Confidentiality. Employee shall keep confidential, except as REAL BRANDS may otherwise consent in writing, and not disclose or make any use of except for the benefit of REAL BRANDS any trade secrets, knowledge, data or other confidential, secret or proprietary information of REAL BRANDS relating to inventions, products, processes, knowledge, know how, technical or other data, designs, formulas, test data, customer lists, business plans, marketing plans and strategies, and product pricing strategies or other subject matter pertaining to any business of REAL BRANDS or any of its clients, customers, consultants, licensees, subsidiairies or affiliates which Employee may produce, obtain or otherwise learn of during the course of Employee's performance of services (collectively "**Confidential Information**"). Employee shall not deliver, reproduce, or in any way allow any such Confidential Information to be delivered to or used by any third parties without the specific direction or consent of a duly authorized representative of REAL BRANDS. The terms of this paragraph shall survive termination of this Agreement.

6. Return of Confidential Material. Upon the completion or other termination of Employee's services for REAL BRANDS, Employee shall promptly surrender and deliver to REAL BRANDS all records, materials, equipment, drawings, documents, notes and books and data of any nature (electronic or otherwise) describing, including or pertaining to any Confidential Information, and Employee will not take with him any description containing or pertaining to any Confidential Information which Employee may produce or obtain during the course of his services. The terms of this paragraph shall survive termination of this Agreement.

7. Assignment and Disclosure of Inventions. Employee shall assign and transfer to REAL BRANDS his entire right, title and interest in and to all inventions and disclose to REAL BRANDS all inventions. The terms of this paragraph shall survive termination of this Agreement.

8. Execution of Documents. During the term of this Agreement and thereafter, Employee will execute, acknowledge and deliver to REAL BRANDS or its nominee upon request and at its expense all such documents, including applications for patents, trademarks and copyrights and assignments of patents, trademarks and copyrights to be issued therefore, as REAL BRANDS may determine necessary or desirable to apply for and obtain letters, patents, trademarks and copyrights on inventions in any and all countries and/or to protect the interest of REAL BRANDS or its nominee in inventions, patents, trademarks and copyrights and to vest title thereto in REAL BRANDS or its nominee. The terms of this paragraph shall survive termination of this Agreement.

9. Maintenance of Records. Employee will keep and maintain adequate and current written records of all inventions made or conceived by Employee (in the form of notes, sketches, drawings and as may be specified by REAL BRANDS), and shall deliver such records promptly to REAL BRANDS at REAL BRANDS's request, whether made solely by Employee or jointly with others, which records shall be available to and remain the sole property of REAL BRANDS at all times.

10. Trade Secrets of Others. Employee represents that his performance of all the terms of this Agreement as employee to REAL BRANDS does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Employee in confidence or in trust, and Employee will not disclose to REAL BRANDS, or allow REAL BRANDS to use, any confidential or proprietary information or material belonging to any other person or entity. Employee will not enter into any agreement, either written or oral, which is in conflict with this Agreement.

11. Injunctive Relief. Employee acknowledges that any breach or attempted breach by Employee of paragraphs 5 through 11 of this Agreement shall cause REAL BRANDS irreparable harm for which any adequate monetary remedy does not exist. Accordingly, in the event of any such breach or threatened breach, REAL BRANDS shall be entitled to obtain injunctive relief, without the necessity of posting a bond or other surety, restraining such breach or threatened breach.

12. Modification. This Agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by Employee and by REAL BRANDS. Any subsequent change or changes in Employee's relationship with REAL BRANDS or Employee's compensation shall not affect the validity or scope of this Agreement.

13. Entire Agreement. Employee acknowledges receipt of this Agreement, and agrees that with respect to the subject matter thereof, it is Employee's entire agreement with REAL BRANDS, superseding any previous oral or written communications, representations, understandings with REAL BRANDS or any office or representative thereof.

14. Severability. In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, the entire Agreement shall not fall on account thereof, but shall otherwise remain in full force and effect, and such paragraph or provision shall be enforced to the maximum extent permissible.

15. Successors and Assigns. This Agreement shall be binding upon Employee's heirs, executors, administrators or other legal representatives and is for the benefit of REAL BRANDS, its successors and assigns.

16. Governing Law. This Agreement shall be governed by the laws of the State of Florida (Broward County) except for any conflicts of law rules thereof that might direct the application of the substantive law of another state.

17. Counterparts. This Agreement may be signed in counterparts and delivered by facsimile transmission, and each such counterpart shall be deemed an original and all of which shall together constitute one agreement.

18. AReal Brandstration. Except as provided for in Section 12 hereof, in the event that REAL BRANDS or Employee, his spouse or any other person claiming benefits on behalf of or through Employee, has a dispute or claim based upon this Agreement including the interpretation or application of the terms and provisions of this Agreement, the sole and exclusive remedy is for that party to submit the dispute to binding aReal Brandstration in accordance with the rules of aReal Brandstration of the American AReal Brandstration Association and such aReal Brandstration shall take place in Broward County Florida. Any aReal Brandstrator mutually selected by the parties to aReal Brandstrate any such dispute will have the power to interpret this Agreement. Any determination or decision by the aReal Brandstrator shall be binding upon the parties and may be enforced in any court of law. The parties agree that this aReal Brandstration provision does not apply to the right of Employee to file a charge, testify, assist or participate in any manner in an investigation, hearing or proceeding before the Equal Employment Opportunity Commission or any other agency pertaining to any matters covered by this Agreement and within the jurisdiction of the agency.

19. No Waiver. No waiver by REAL BRANDS or Employee of any breach of this Agreement by Employee or REAL BRANDS, as the case may be, shall constitute a waiver of any subsequent breach.

20. Notice. Any notice hereby required or permitted to be given shall be sufficiently given if in writing and upon mailing by registered or certified mail, postage prepaid, to either party at the address of such party or such othis address as shall have been designated by written notice by such party to the other party.

21. Legal Fees and Costs. If attorney's fees or other costs are incurred to secure performance of any obligation under this Agreement, to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party will be entitled to recover attorneys' fees and costs incurred in connection therewith.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first forth above.

REAL BRANDS, INC.

By: _____

Name: Jerry Pearring
Title: President & CEO

_____

Edward Schwartz
President & COO