Exhibit List for December 31, 2021 Annual Report

1.1 BizSecure, Inc. Asset Purchased Agreement dated February 12, 2022
1.2 Sartorii, LLC Promissory Note dated February 22, 2022
1.3 Ixaya Business SA de CV Stock Purchase Agreement dated March 3, 2022
1.4 Sartorii, LLC Promissory Note dated March 30, 2022

Exhibit 1.1

ASSET PURCHASE AGREEMENT

AMONG

BIZSECURE, INC.

(as Seller)

and

HUMBL, INC.

(as Buyer)

and

ALFONSO ARANA

and

ALFONSO RODRIGUEZ-ARANA

and

CLEMENT DANISH

(as Stockholders of Seller)

Dated February 12, 2022

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List of Exhibits

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made and entered into effective as of February 12, 2022 (the "**Effective Date**"), by and among BizSecure, Inc., a Delaware corporation ("**Seller**"); Alfonso Arana, an individual ("**Arana Sr.**"); Alfonso Rodriguez-Arana, an individual ("**Arana Jr.**"); Clement Danish, an individual ("**Danish**", and together with Arana Sr. and Arana Jr., the "**Stockholders**"); and HUMBL, Inc., a Delaware corporation ("**Buyer**"). Seller, Stockholders and Buyer are sometimes referred to collectively herein as the "**Parties**," and individually as a "**Party**."

A. Seller operates a platform that issues and verifies digital credentials commonly referred to as Self-Sovereign Identity (the "**Business**").

B. On the terms and subject to the conditions set forth in this Agreement, Buyer desires to acquire from Seller, and Seller is willing to sell to Buyer, substantially all of the assets utilized in and required for the operation of the Business.

C. As an incentive and inducement to Buyer to acquire the assets of the Business, and as a condition thereto, Seller and Stockholders are willing to make various covenants and agreements with Buyer, as set forth below.

D. The Parties desire to enter into this Agreement in order to set forth and establish their rights and obligations with respect to the transactions contemplated hereby.

NOW, THEREFORE, intending to be legally bound, and in consideration of the above-recited premises and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Article I
Purchase and Sale of Assets

1.1 Purchase and Sale of Acquired Assets. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of the tangible and intangible assets used in the operation of the Business as listed in **Exhibit A** attached hereto, but excluding those items referenced in Section 1.2 below (the "**Acquired Assets**").

1.2 Assets Being Retained by Seller. Notwithstanding any provision to the contrary contained in this Agreement, the Acquired Assets will not include, and Seller will retain all rights and interests in, and all obligations with respect to, those items referenced in **Exhibit B** attached hereto (the "**Excluded Assets**").

1.3 Assumption of Liabilities. Buyer will not assume any of the obligations, liabilities or indebtedness of Seller, Stockholders or the Business of any nature whatsoever, whether or not reflected on any financial statements or records of Seller, Stockholders or the Business, except as otherwise specifically provided in this Agreement. Any product liability, quality or other claims relating to products of the Business, if any, sold prior to the Closing or services of the Business performed prior to the Closing shall be the responsibility of Seller, and Seller and Stockholders jointly and severally agree to indemnify and hold harmless Buyer with respect to any such claims.

Article II
Consideration Payable by Buyer

2.1 Purchase Price. The consideration payable by Buyer for the Acquired Assets and for the other covenants and agreements of Seller hereunder (the "**Purchase Price**") will be the sum of $6,800,000.00, payable and as may be adjusted in the manner set forth in Section 2.2 below.

2.2 Payment of Purchase Price. Buyer will pay the Purchase Price by delivery to Seller of 13,200,000 shares of common stock of Buyer, par value $0.00001 (the "**Shares**"), and 26,800,000 restricted stock units (the "**RSUs**"). The Shares will be fully vested on the Closing Date (as defined below). The RSUs will vest as set forth in Section 2.3 below.

2.3 RSU Vesting. 20,1000,000 of the RSUs will vest in eight equal quarterly installments on the last day of each quarter over the next two years, beginning with the quarter commencing on April 1, 2022, based on the continued employment with Buyer of Arana Jr. 6,700,000 of the RSUs will vest in eight equal quarterly installments on the last day of each quarter over the next two years, beginning with the quarter commencing on April 1, 2022, based on the continued employment with Buyer of Danish. In the event Arana Jr. or Danish's employment is terminated without Cause (as defined in their employment agreements) or resigns with Good Reason (as defined in their employment agreements), the remaining unvested RSUs associated with such individual shall automatically vest. In the event Buyer terminates Arana Jr. or Danish with Cause or Arana Jr. or Danish resigns without Good Reason, the remaining unvested RSUs associated with such individual shall automatically be cancelled.

2.4 Registration. Buyer agrees to include the Shares on a Form S-1 registration statement filed within ninety (90) days of the effectiveness of Buyer's Form S-1 registration statement currently pending before the SEC.

2.5 Allocation of Purchase Price. Buyer and Seller have allocated the Purchase Price among the Assets after taking into account the applicable Treasury Regulations and the fair market value of such items. Buyer shall prepare for filing all of the tax returns, information returns and statements ("**Returns**") that may be required with respect to the transaction provided for herein pursuant to Section 1060 of the Internal Revenue Code of 1986, as amended (the "**Code**"), any Treasury Regulations promulgated thereunder, any other similar provision of the Code and any other similar, applicable foreign, state or local tax law or regulation. Seller shall provide information that may be required by Buyer for the purpose of preparing such Returns, execute and file such Returns as requested by Buyer and file all other returns and tax information on a basis that is consistent with such Returns prepared by Buyer.

Article III
The Closing

3.1 Closing. Subject to the provisions hereof, the purchase and sale of the Acquired Assets and the other transactions contemplated by this Agreement will be consummated on the date hereof (the "**Closing**") contemporaneously with the Parties' execution of this Agreement. The date on which the Closing actually occurs is hereinafter called the "**Closing Date**."

3.2 Seller's Obligations at Closing. At the Closing, Seller and Stockholders will take the actions and deliver the documents and instruments referenced below:

3.2.1 Bill of Sale. Seller will deliver to Buyer an executed Assignment and Bill of Sale in the form attached hereto as **Exhibit C** (the "**Bill of Sale**"), conveying to Buyer good, legal and marketable title in and to the Acquired Assets, and all rights, title and interests of Seller with respect thereto, free and clear of all liens, claims, charges and encumbrances.

3.2.2 Possession of Acquired Assets. Simultaneously with delivery of the Bill of Sale, Seller and Stockholders will take such reasonable steps as may be necessary to put Buyer in possession and operating control of the Acquired Assets and the Business, including delivering all title certificates, keys, and other documents as may be reasonably necessary or required by Buyer to put Buyer in possession of the Acquired Assets.

3.2.3 Employment Agreements. Seller will cause Arana Jr. and Danish to execute and deliver to Buyer employment agreements in the form attached hereto as **Exhibit D**.

3.2.4 BLOCKS Tokens. Seller will return all BLOCKS tokens held by Seller to the BLOCKS treasury.

3.2.5 Other Items. Seller and Stockholders will execute and deliver to Buyer all other documents and instruments required or contemplated by this Agreement, or reasonably requested by Buyer, to enable Buyer to fully utilize the Acquired Assets and carry on the Business, including such documents as may be required to assign and transfer to Buyer all rights to all names utilized in the Business, or to vest in Buyer all rights and interests in and to the Acquired Assets, free and clear of all liens, claims, charges and encumbrances. All of such documents and instruments shall be in form and substance reasonably approved by Seller and Buyer and their respective legal counsel. Seller and Stockholders will also deliver to Buyer at or prior to the Closing any information required for Buyer to complete any tax reporting documents relating to the transactions contemplated herein.

3.3 Buyer's Obligations at Closing. At the Closing, Buyer shall deliver to Seller the following:

3.3.1 Bill of Sale. Buyer will deliver to Seller an executed copy of the Bill of Sale.

3.3.2 Share and RSU Issuance. Upon consummation of this Agreement, Buyer will issue the Shares and the RSUs.

3.4 Employment Matters. Seller shall be responsible for all liabilities for employee or independent contractor compensation and benefits accrued or otherwise arising out of services rendered to Seller by Seller's employees, managers and independent contractors prior to and (if applicable) after Closing (including without limitation all health insurance or other insurance/benefit premiums and contributions to retirement plans) or arising by reason of actual, constructive or deemed termination of their service relationship with Seller at Closing. No provision of this Section 3.4 shall create any third-party beneficiary or other rights in any employee of Seller or former employee of Seller in respect of continued or resumed employment in the Business, or with Buyer, and no provision of this Section 3.4 shall create any rights in any such persons in respect of any benefits that may be provided under any plan or arrangement which may be established by Buyer. Nothing herein shall cause or be deemed to cause Seller to be responsible for any employee or independent contractor compensation, benefits, or any other liabilities accruing or otherwise arising out of services rendered to for the benefit of Buyer after Closing.

Article IV
Covenants and Obligations of the Parties

4.1 Covenants of Seller and Stockholders.

4.1.1 Covenant Not to Compete. As a condition and inducement to Buyer's execution of, and performance of its obligations under, this Agreement, and for the consideration provided herein, each of Seller and Stockholders agrees that it or he, as the case may be, will not directly or indirectly compete with the Business for a period of three (3) years from the Closing Date (the "**Restrictive Period**"). The phrase "directly or indirectly compete" shall include: (i) other than pursuant to and in accordance with a separate written agreement between the Stockholder and Buyer concerning the Stockholder's provision of services to or for the Business, and except as otherwise provided herein, owning, managing, operating, controlling or participating in the ownership, management, operation or control of, or being connected with or having any interest in, as an owner, director, officer, employee, contractor, agent, advisor, sole proprietor or otherwise in any business offering any products for sale sold by Seller during the two (2) year period prior to Closing, or otherwise competitive with the Business, anywhere in the United States; and (ii) interfering in any way with the relationships Buyer or its successor may have with any employees, suppliers, clients, or customers of the Business. If any of the provisions of this Section 4.1.1 is held to be unenforceable, the remaining provisions shall nevertheless remain enforceable, and the court making such determination shall modify, among other things, the scope, duration or geographic area of this covenant to preserve the enforceability hereof to the maximum extent then permitted by law. The enforceability of this covenant is subject to the injunctive and other equitable powers of a court of competent jurisdiction. Notwithstanding the foregoing, the passive ownership of less than five (5%) percent of the outstanding stock or equity of any publicly-traded corporation or other entity shall not be deemed, solely by reason thereof, a violation of this Agreement. Each of Seller and Stockholders represents and warrants that no other individual or entity (other than those listed on **Schedule 4.1.1** attached hereto) has been employed or relied upon by Seller to materially handle customer and client relations, or, to Seller and Stockholders Knowledge (as defined in Section 5.1), has had access to the confidential information of the Business or been given its customer and client lists. Notwithstanding anything to the contrary, this Section 4.1.1 shall not prohibit Seller or Shareholders from owning or engaging in the business known as Great Foods 2 Go, which includes utilizing a program known as 1Delivery block chain technology and cryptocurrency, or engaging in the continued operations of Blank Slate Solution LLC, so long as any of the foregoing operations of either entity do not conflict with Arana Jr.'s and Danish's obligations as employees of Buyer and are not competitive with Buyer's Blockchain Services division.

4.1.2 Covenant Not to Solicit. During the Restrictive Period, each of Seller and Stockholders agrees that he or it, as the case may be, will not (i) solicit the business of any of the individuals or entities who are or have been customers or clients of the Business during the Restrictive Period or the twelve (12) month period prior to the Closing; (ii) request, induce or attempt to influence, directly or indirectly, any employee of Buyer or the Business or any affiliate of Buyer to leave the employ of Buyer or such affiliate, or in any way intentionally interfere in any material respect with the relationship between Buyer or any such affiliate and any employee thereof; or (iii) employ any person who as of the date of this Agreement is, or after such date is or was within the preceding one-year period, an employee of Buyer or any affiliate of Buyer engaged in the Business.

4.1.3 Confidentiality. From and after the Closing Date, each of Seller and Stockholders will hold in strict confidence and will not divulge, communicate or use in any way, any business plans or strategies, customer or client lists, financial data, know-how, trade secrets or other information included within the Acquired Assets or related to the Business ("**Confidential Information**"); provided, however, that the foregoing provisions of this sentence shall not include any information that (i) is or becomes generally available to, or known by, the public, other than as a result of disclosure in violation hereof, (ii) is or becomes available to Seller or Stockholders on a non-confidential basis from a source other than Buyer, or (iii) has been or is subsequently independently conceived or developed by Seller or a Stockholder without use of or reference to any of such Confidential Information. Furthermore, neither Seller nor any Stockholder shall be prohibited from disclosing Confidential Information if requested or required pursuant to any legal action, court order, interrogatory, subpoena, civil investigative demand, or similar process. Seller and Stockholders agree to notify the Buyer of any such request in order to allow Buyer to seek, at its sole cost and expense, an appropriate protective order; provided, however, that even if Buyer is seeking a protective order, Seller and Stockholders may disclose such Confidential Information if, on the advice of counsel, Seller or Stockholders determine that they are legally required to disclose the Confidential Information to the requesting authority.

4.1.4 Discontinue Use of Business Name and Information. From and after the Closing, Seller will discontinue all use of the items included in the Acquired Assets, and (except as provided herein) will discontinue use of all tradenames, and other proprietary or business information transferred to Seller hereunder. Promptly following the Closing, Seller will change its corporate name and take any other actions Buyer deems to be reasonably necessary to allow Buyer the exclusive right to and use of such names (or a similar name as determined by Buyer in its sole discretion) and shall execute any documents Buyer deems necessary to allow Buyer to use such names. Notwithstanding the foregoing, for a period of one (1) year following the Closing, Seller may use the BizSecure name (and/or any other tradename used by Seller during the period prior to Closing), solely in connection with its post-Closing affairs including with respect to the handling of any retained liabilities and Excluded Assets, or defending and prosecuting claims (if any), in each case solely to the extent such use is reasonably necessary.

4.1.5 Announcements. Seller and Stockholders agree that they will reasonably cooperate in the preparation and dissemination of any announcements to customers and clients of the Business as Buyer may determine to be appropriate, regarding the change in ownership and management of the Business, to facilitate a smooth transition. All such announcements will be subject to the reasonable prior approval of each party to this Agreement.

4.1.6 Injunctive Relief. The enforceability of this Section 4.1 is subject to the injunctive and other equitable powers of a court of competent jurisdiction.

4.2 Covenants of Parties Regarding Brokers; Legal Expenses. Each Party represents and acknowledges to the others that it is not obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by this Agreement. Buyer agrees to pay $30,000 to Seller for legal fees incurred in connection with this transaction.

4.3 Additional BLOCKS Grants. During the Restrictive Period, neither Seller nor Stockholders shall seek any additional BLOCKS tokens grants without the prior written consent of Buyer.

Article V
Representations and Warranties

5.1 Representations and Warranties of Seller. Seller and each Stockholder hereby jointly and severally represents and warrants to Buyer that, as of the Closing, each of the following statements is true and correct. As used herein, "Knowledge" as it pertains to Seller means the actual personal knowledge (and not imputed, implied, or constructive knowledge) of Arana Jr. and Danish, and as it pertains to each Stockholder means the actual personal knowledge (and not imputed, implied, or constructive knowledge) of such Stockholder.

5.1.1 Authorization and Validity; Consents.

(a) Seller is duly organized and in good standing under the laws of the State of Delaware, has the full power and authority to enter into and perform its obligations under this Agreement, and has obtained the necessary approval. Seller and Stockholders have full legal capacity and authority to enter into and perform their obligations under this Agreement. Seller and each Stockholder is duly authorized to enter into all other agreements and instruments contemplated hereby to which such Party is or is intended to be a party.

(b) This Agreement has been duly and validly executed and delivered by Seller and Stockholders and constitutes a valid and binding obligation of Seller and Stockholders, enforceable against them in accordance with its terms.

(c) To its Knowledge, Seller is duly licensed to conduct the Business.

(d) Neither the execution nor delivery of this Agreement including all Schedules and Exhibits hereto, nor the performance by Seller of the transactions contemplated hereby and thereby, conflicts with, or constitutes a material breach of or a default under (i) the Certificate of Incorporation or Bylaws of Seller; (ii) any applicable law, rule, judgment, order, writ, injunction, or decree of any court, currently in effect; (iii) any applicable rule or regulation of any administrative agency or other governmental authority currently in effect; or (iv) any agreement, indenture, contract or instrument to which Seller is a party or by which any of Seller's assets are bound.

(e) No authorization, consent, approval, license, exemption by, filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary in connection with the execution, delivery and performance of this Agreement by Seller

5.1.2 Representations Regarding Acquired Assets. Except as otherwise specifically provided herein, the Acquired Assets include all of the assets required for, or utilized by Seller in, the operation of the Business as such Business is conducted as of the Closing. Except as otherwise specifically provided herein, the Acquired Assets are in good working order and repair and usable in the ordinary course of the Business as such Business is conducted as of the Closing, except as otherwise indicated in **Schedule 5.1.2**. Seller is the sole owner of the Acquired Assets. At the Closing, Seller will transfer good and marketable title to the Acquired Assets to Buyer, free and clear of all liens, claims and encumbrances. The Acquired Assets are freely transferable by Seller and are not subject to any right of first refusal, right of purchase, or any other right in favor of a third party.

5.1.3 Contracts Related to Business; Third Party Consents. Seller is not a party to any written or verbal contracts or agreements relating to the operation of the Business, except as referenced in **Schedule 5.1.3**. Seller does not have any written contract with any suppliers or customers, except as have been delivered to Buyer and are listed on **Schedule 5.1.3**. Transfer of the Acquired Assets does not require any consent or agreement by any third party, except as set forth on **Schedule 5.1.3**.

5.1.4 Products Offered By Business. Seller has provided Buyer with a listing of all products offered through the Business as of Closing. Seller and Stockholders have not been advised of any changes in such products, or the terms or prices on which any products sold by the Business are acquired, and are unaware of any conditions which would impair Buyer's ability to continue to provide its products in accordance with such arrangements and at such prices and terms.

5.1.5 Accuracy of Information Provided; Disclosure. The financial and business data provided to Buyer by Seller and Stockholders are materially complete and accurate. The financial information provided by Seller, including unaudited financial statements for the period ended December 31, 2021, accurately and materially reflects the financial position of Seller as of such date and for the period then ended. Seller and Stockholders have provided Buyer with all of the information that Buyer has requested for the purpose of conducting its due diligence review of the Acquired Assets and the Business. Notwithstanding the above, Seller and Stockholders make no representation or warranty concerning the BLOCKS tokens, including the impact of the BLOCKS tokens on the financial condition or liability of the Seller.

5.1.6 Taxes. Seller has paid all taxes and filed all tax returns required with respect to the Business for all periods as of the Effective Date.

5.1.7 Absence of Certain Changes or Events. Except as disclosed to Buyer in writing, Seller and Stockholders are not aware of any current or anticipated facts, conditions or events (including, without limitation, facts regarding product availability or quality, or relationships with customers and vendors) that would be likely to have a material adverse effect on the Business. There have been no material adverse changes in the Business or the Acquired Assets since December 31, 2021 (the date of the financial information provided by Seller to Buyer). Since December 31, 2021, the Business has not been conducted outside the ordinary course.

5.1.8 Buyer Ability to Continue Business. Except as otherwise set forth in this Agreement, the Exhibits, and the Schedules, Seller and Stockholders are not aware of any conditions or events which would prohibit Buyer from continuing to operate the Business as presently conducted from and after the Closing, for the foreseeable future; provided, however, that nothing herein shall constitute or be deemed a representation or warranty regarding the effect or potential effect of (a) changes or developments generally affecting the industries in which the Business operates, or the economy or the financial or securities markets, in the United States or globally, (b) the outbreak or escalation of hostilities or any acts of war, sabotage or terrorism in the United States or any other country or region in the world, or (c) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters or calamities, weather conditions, pandemics or epidemics, and other force majeure events in the United States or any other country or region in the world.

5.1.9 Compliance with Law. Seller is in compliance in all material respects with all laws, regulations and orders applicable to the Business. Seller has not received any notification that it is in violation of such laws, regulations or orders and no such violation exists.

5.1.10 Litigation. There is no legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation pending or, to the Knowledge of Seller and Stockholders, threatened against or involving Seller, Stockholders or the Acquired Assets or which questions or challenges the validity of this Agreement or any action taken or to be taken by Seller or Stockholders pursuant to this Agreement or in connection with the transactions contemplated hereby; and neither Seller nor Stockholders has Knowledge of any valid basis for any such legal, administrative, arbitration or other proceeding, claim, or action of any nature or investigation.

5.1.11 Permits. Except as otherwise expressly provided in this Agreement and its Exhibits and Schedules, no Permits (as defined below) are required to use and/or maintain any of the Acquired Assets or to conduct the Business and operations as presently conducted. For purposes of this Agreement, "**Permits**" shall mean any and all permits, rights, approvals, licenses, authorizations, accreditations, legal status, or orders under any legal requirement or otherwise granted by any governmental authority.

5.1.12 No Undisclosed Liabilities. There are no liabilities of Seller or the Business that affect the Acquired Assets, whether accrued, contingent, absolute, determined, determinable or otherwise, and to Seller's and Stockholders' Knowledge there is no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability.

5.1.13 Relationships. To Seller's and Stockholders' Knowledge, none of Seller's suppliers, customers, clients, employees, independent contractors or sales representatives have any intention to terminate or modify in a manner adverse to Company any of such relationships. To Seller's and Stockholders' Knowledge, no material adverse change in relations with suppliers, customers, clients, employees, independent contractors or sales representatives shall occur as a result of the announcement or consummation of the transactions contemplated by this Agreement.

5.1.14 Clients. Except as has been disclosed to Buyer in writing, no material customer or client of Seller has ceased or materially reduced the services it purchases from Seller since December 31, 2021, and to Seller's and Stockholders' Knowledge, no customer or client has threatened to cease or materially reduce such services after the date hereof. Except as has been disclosed to Buyer in writing, to Seller's and Stockholders' Knowledge, no such customer or client is threatened with bankruptcy or insolvency.

5.1.15 Employees. Except as has been disclosed to Buyer in writing, the employment of all employees of Seller are terminable at will. To Seller's Knowledge, no employee or independent contractor of Seller has any plan to terminate his, her or its employment or relationship with Seller. Except as has been disclosed to Buyer in writing: (a) Seller is not bound by any collective bargaining agreement or other labor union contract covering any of its employees, and there exists no organizational effort presently being made or threatened by or on behalf of any labor union with respect to the employees, and no such efforts have been made within the past three (3) years; (ii) Seller has not and is not engaged in any unfair labor practice or other unlawful employment practice, and there are no charges of any unfair labor practice or other unlawful employment practice pending against Seller before the National Labor Relations Board, the Equal Opportunity Commission, the Occupational Safety and Health Review Commission, the Department of Labor or any other Governmental Authority; and (iii) Seller has not experienced any strikes, grievances, claims of unfair labor practices, or other collective bargaining disputes or other labor disputes or controversies and, to Seller's and Stockholders' Knowledge, none of the foregoing are threatened. Except as disclosed in writing to Buyer, there are no outstanding amounts owed to employees or independent contractors of Seller other than salaries and compensation in the ordinary course of its Business.

5.1.16 Contracts. **Schedule 5.1.16** lists all material contracts to which Seller is a party or by which Seller, the Business, or any of the Acquired Assets is bound as of the Closing Date, including any oral contract or contract that is not in writing, true and correct copies of which have been provided to Buyer prior to the Closing Date (the "**Contracts**"). Seller has performed all of the material obligations required to be performed by it and is entitled to all benefits under, and Seller has not received notice of any allegation that Seller is in default in respect of any Contract. Each of the Contracts is valid and binding and in full force and effect, and there exists no default or event of default or event, occurrence, condition or act, with respect to Seller, or to Seller's Knowledge, with respect to the other contracting party, which, with the giving of notice, the lapse of the time or the happening of any other event or condition, would become a default or event of default under any Contract. Seller has not received written or oral notice of cancellation, modification or termination of any Contract. To Seller's Knowledge, none of the parties to any Contract intends to terminate or alter the provisions thereof by reason of the Buyer's acquisition of the Acquired Assets. Seller has not waived any right under any Contract, amended or extended any Contract or failed to renew (or received notice of termination or failure to renew with respect to) any Contract.

5.1.17 Books and Records. All books of account and other financial books and records of Seller directly relating to the Business (the "**Books and Records**") are true, correct and complete and have been made available to Buyer. All of the Books and Records have been prepared and maintained in material compliance with all applicable laws. There are no material inaccuracies or discrepancies contained or reflected in the Books and Records. The Books and Records fairly and accurately reflect the current financial position of the Business, are not misleading, and are free from all material errors. Notwithstanding the above, Seller and Stockholders make no representation or warranty concerning the BLOCKS tokens, including the impact of the BLOCKS tokens on the financial condition or liability of the Seller.

5.1.18 Affiliate Transactions. Except as has been disclosed to Buyer in **Schedule 5.1.18**, no affiliate of Seller nor any stockholder, officer, director, partner, manager, member, or employee of any thereof, is as of the Closing Date a party to any transaction with Seller, including any contract or arrangement providing for the furnishing of services to or by, providing for rental of real property, tangible personal property or intellectual property to or from, or otherwise requiring payments to or from Seller, or any affiliate thereof.

5.1.19 Privacy. Neither Seller nor any Stockholder has any Knowledge of any breach by Seller or any of its affiliates of any duty under any applicable law related to the disclosure or security of personal information provided by any client to Seller. Seller is, and has always been, in material compliance with each of Seller's privacy policies and any applicable laws relating to the collection, receipt, use, or storage of the information of its clients or customers. Seller has commercially reasonable security measures in place to protect the client or customer information Seller receives through any Seller websites or otherwise or which it stores in its computer systems from illegal use by third parties or use by third parties in a manner violating the privacy rights of consumers or customers. The execution, delivery, and performance by Seller of this Agreement will comply with all applicable laws relating to privacy and with Seller's privacy policies. Seller has not received any written complaint regarding Seller's collection, use, or disclosure of personally identifiable information.

5.1.20 BLOCKS Tokens. Neither Seller nor Stockholder has transferred or otherwise disposed of any BLOCKS tokens from the date of execution of the Term Sheet between the Parties and the Effective Date.

5.1.21 No Other Representations or Warranties. Except for the representations and warranties set forth in this **Error! Reference source not found.** (the "**Express Warranties**"), Buyer acknowledges and agrees that neither Seller or Stockholders has made or is making any other representation or warranty, written or oral, statutory, express or implied, at common law, by statute, or otherwise, whatsoever. Other than as set forth in this **Error! Reference source not found.**, Seller and Stockholders each hereby disclaim and renounce any and all representations and warranties other than the Express Warranties.

5.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that each of the following representations, warranties and statements is true and correct:

5.2.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware; Buyer has full power and authority to carry on its business as it is now being conducted and to own, lease or operate its properties and assets.

5.2.2 Authorization, Etc. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. Buyer has taken all action required by law, its Certificate of Incorporation, its Bylaws or otherwise to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding obligation of Buyer enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights, as well as general principles of equity.

5.2.3 No Violation. Neither the execution and delivery of this Agreement nor its performance and the consummation of the transactions contemplated hereby will (a) violate any provision of the Certificate of Incorporation or Bylaws of Buyer; (b) violate or be in conflict with, or constitute a default (or an event which, with or without due notice or lapse of time, or both, would constitute a default) under, or result in the modification or termination of, or cause or permit the acceleration of the maturity of any debt, obligation, contract or commitment or other agreement to which Buyer is a party or by which it may be bound; (c) result in the creation or imposition of any mortgage, pledge, lien, security interest, encumbrance, restriction, charge or limitation of any kind, upon Buyer; or (d) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.

5.2.4 Consents and Approvals of Government Authorities. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution, delivery and performance of this Agreement by Buyer or the consummation of the transactions contemplated thereby, except where such action has been taken prior to the Closing.

5.2.5. Litigation. There is no legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation pending or, to the knowledge of Buyer, threatened against or involving Buyer or which questions or challenges the validity of this Agreement or any action taken or to be taken by Buyer pursuant to this Agreement or in connection with the transactions contemplated hereby; and Buyer has no knowledge of any valid basis for any such legal, administrative, arbitration or other proceeding, claim, or action of any nature or investigation.

5.2.6 Compliance. Buyer is in compliance in all material respects with all requirements of federal and state securities laws as they pertain to the issuance of the Shares and award of the RSUs pursuant to this Agreement. Without limitation, all filings required to be made under applicable securities laws with regard to the issuance of the Shares and award of the RSUs have been made or shall be made in a timely manner as required under applicable securities laws and the rules and regulations thereunder.

Article VI
Indemnification

6.1 Indemnification.

6.1.1 Indemnification by Buyer. Subject to the limitations and other provisions of this Agreement, Buyer agrees to defend, indemnify and hold harmless Seller and Stockholders (the "**Seller Indemnified Parties**"), from and against each claim, loss, liability, cost and expense (including without limitation, interest, penalties, costs of preparation and investigation, and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively "**Losses**"), directly or indirectly relating to, resulting from or arising out of any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by or of Buyer pursuant to this Agreement or any other transaction document related hereto.

6.1.2 Indemnification by Seller. Subject to the limitations and other provisions of this Agreement, Seller and Stockholders agree to defend, indemnify and hold harmless Buyer (the "**Buyer Indemnified Parties**"), from and against all Losses, directly or indirectly relating to, resulting from or arising out of any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by or of Seller and Stockholders pursuant to this Agreement or any other transaction document related hereto.

6.1.3 Limitations on Indemnity.

6.1.3.1 Except in the case of fraud as found by a final order of a court of competent jurisdiction, the Indemnifying Party (as defined below) shall not have any obligation to indemnify the Indemnified Parties pursuant to this Article VI until the aggregate dollar amount of all Losses that would otherwise be indemnifiable pursuant to this Article VI exceeds $250,000 (the "**Deductible**"), after which and subject to the other limitations set forth in this Agreement, the Indemnified Parties shall be entitled only to recover in excess of the Deductible.

6.1.3.2 Except in the case of fraud as found by a final order of a court of competent jurisdiction, Seller and Stockholders shall not have any obligation to indemnify the Buyer Indemnified Parties pursuant to this Article VI in an amount in excess of the Purchase Price.

6.1.3.3 Except in the case of fraud as found by a final order of a court of competent jurisdiction, Buyer shall not have any obligation to indemnify the Seller Indemnified Parties in excess of an amount equal to twenty percent (20%) multiplied by the value of the Shares on the issuance date plus twenty percent (20%) multiplied by the value of all vested RSUs on the applicable vesting date.

6.1.3.4 Any claim by the Buyer for indemnity pursuant to this Article VI shall first be satisfied by cancelling the Seller's RSUs in an amount equal to the indemnity claim. In the event that the Seller has insufficient RSUs to cover the indemnity obligation, Buyer's claim for indemnity shall next be satisfied by the redemption of the Shares, including any RSUs of Seller that have vested into shares of Buyer.

6.2 Indemnification Procedures. Each Party obligated to indemnify the other Party under this Agreement is referred to as an "**Indemnifying Party**" and each Party entitled to indemnity under this Agreement is referred to herein as an "**Indemnified Party**"). An Indemnified Party shall promptly notify an Indemnifying Party of any claim, demand, action or proceeding for which indemnification will be sought under Section 6.1 above and, if such claim, demand, action or proceeding is a third-party claim, demand, action or proceeding, the Indemnifying Party will have the right at its expense to assume the defense thereof using counsel reasonably acceptable to the Indemnified Party. The Indemnified Party shall have the right to participate, at its own expense, with respect to any such third-party claim, demand, action or proceeding. In connection with any such third-party claim, demand, action or proceeding, the Indemnifying Party and Indemnified Party shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third-party claim, demand, action or proceeding shall be settled without the prior written consent of the Indemnified Party. If a firm written offer is made to settle any such third-party claim, demand, action or proceeding and the Indemnifying Party proposes to accept such settlement and Indemnified Party refuses to consent to such settlement, then: (a) the Indemnifying Party shall be excused from, and the Indemnified Party shall be solely responsible for, all further defense of such third-party claim, demand, action or proceeding; and (b) the maximum liability of the Indemnifying Party relating to such third-party claim, demand, action or proceeding shall be the amount of the proposed settlement if the amount thereafter recovered from the Indemnified Party on such third-party claim, demand, action or proceeding is greater than the amount of the proposed settlement. Whether or not an Indemnifying Party shall have assumed the defense of any such third-party claim, action, demand or proceeding, no Indemnified Party shall admit any liability with respect to, or settle, compromise or discharge, any such claim, demand, action or proceeding without the Indemnifying Party's prior written consent, which shall not be unreasonably withheld. If Buyer is entitled to indemnification as provided herein, Buyer shall be entitled to deduct and offset any Losses incurred by Buyer against any payments owing to Seller pursuant to Section 2.2 above.

6.3 Cooperation of the Parties. The Parties shall cooperate with each other in the resolution of any claim or liability with respect to which an Indemnifying Party is obligated to indemnify any Indemnified Party hereunder, including by making commercially reasonable efforts to mitigate or resolve any such claim or liability. In the event that an Indemnified Party shall fail to make such commercially reasonable efforts to mitigate or resolve any claim or liability, then notwithstanding anything else to the contrary herein, the Indemnifying Party shall not be required to indemnify any person for any losses that could reasonably be expected to have been avoided if the Indemnified Party had made such efforts.

6.4 Termination of Indemnification Obligations. The indemnification obligations set forth in this Article VI shall terminate on the date which is three (3) years following the Closing; provided that such obligations shall not terminate as to any item as to which the Indemnified Party shall have, before the expiration of such three (3) year period, previously made a claim by delivering a notice of such claim (stating in reasonable detail the basis of such claim) to the Indemnifying Party. All of the representations and warranties of the parties contained in this Agreement shall survive the Closing for a period of three (3) years.

Article VII
Miscellaneous Provisions

7.1 Governing Law, Jurisdiction and Venue. The internal laws of the State of Delaware will govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the Parties hereto. In the event of any claim or dispute arising hereunder, the Parties consent to the exclusive jurisdiction and venue of the court of San Diego, California.

7.2 Assignment; Binding Upon Successors and Assigns. No Party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other Parties hereto; provided, however, that Buyer may assign its rights and obligations hereunder to any affiliate or subsidiary without the need to obtain Seller's consent to such assignment. This

Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.3 Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect and the application of such provisions to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties hereto. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

7.4 Counterparts. This Agreement may be executed by email, facsimile, and other electronic means, in any number of counterparts, each of which will be an original as regards any Party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of each of the Parties reflected hereon as signatories.

7.5 Amendment and Waivers. Any term or provision of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party or Parties to be bound thereby. The waiver by a Party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default.

7.6 Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Agreement or any other Agreement referenced herein, the prevailing Party will be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal).

7.7 Notices. Any notice or other communications pursuant to this Agreement will be in writing and will be deemed given if delivered personally, telecopied, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice):

(i) If to Seller:

BizSecure Inc.
Attn: Alfonso Rodriguez-Arana
270 E. Douglas Ave., #35
El Cajon, CA 92020

With a copy to (which shall not constitute notice):

Ferguson Case Orr Paterson LLP
Attn: Michael A. Velthoen, Esq.

1150 South Kimball Road
Ventura, CA 93004

(ii) If to Stockholders:

270 E. Douglas Ave., #35
El Cajon, CA 92020

With a copy to (which shall not constitute notice):

Ferguson Case Orr Paterson LLP
Attn: Michael A. Velthoen, Esq.
1150 South Kimball Road
Ventura, CA 93004

(iii) If to Buyer:

HUMBL, Inc.
Attn: Brian M. Foote
600 B. Street
San Diego, California 92101

With a copy to (which shall not constitute notice):

Hansen Black Anderson Ashcraft PLLC
Attn: Brian Innes
3051 West Maple Loop Drive, Suite 325
Lehi, Utah 84043

All such notices and other communications will be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of a telecopy, when the Party receiving such copy will have confirmed receipt of the communication, (c) in the case of delivery by nationally-recognized courier, on the business day following dispatch by overnight courier service (on the third business day following dispatch in the case of international deliveries), and (d) in the case of mailing, on the third business day following such mailing.

7.8 Construction of Agreement. This Agreement has been negotiated by the respective Parties hereto and their attorneys and the language hereof will not be construed for or against either Party. A reference to a Section or an Exhibit will mean a Section in, or Exhibit to, this Agreement unless otherwise explicitly set forth. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement which will be considered as a whole.

7.9 Further Assurances. Each Party agrees to cooperate fully with each other Party and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by such other Party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

7.10 Expenses. Each Party shall bear its own expenses incurred in the preparation of this Agreement and all agreements and transactions contemplated hereby.

7.11 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SELLER:	**BUYER:**
BIZSECURE INC.	HUMBL, INC.
By:___________________________________	By:___________________________________
Alfonso Rodriguez-Arana, CEO	Brian Foote, President and CEO

STOCKHOLDERS:

____
Alfonso Arana

____
Alfonso Rodriguez-Arana

____
Clement Danish

<u>EXHIBIT A</u>

LIST OF ASSETS TO BE ACQUIRED BY BUYER

The Acquired Assets to be transferred by Seller to Buyer at the Closing are to include the following assets used in the operation of the Business:

1. All trade names, trademarks and logos used in or associated with the Business, including the names "BizSecure" and all intellectual property rights with respect thereto.

2. The Self Sovereign Identity Wallet including all aspects of the BizSecure digital wallet. This SSI platform was built on open standards with some components being open source to ensure adoption and compliance with local and federal government authorities.

3. The front end, backend, and all digital files to include Figma and White Papers.

4. All technology, specification sheets, product design information, code, algorithms, website design and other intellectual property and intangibles relating to the Business.

5. All books and records relating to the Business, except for Seller's organizational documents.

6. All customer and client lists, records and databases relating to the Business, and all vendor and supplier lists, records and databases, including the terms on which business has been conducted with such customers, vendors and suppliers.

7. All goodwill associated with the Business.

8. All rights to any websites relating to the Business.

9. All Contracts between Seller and any of its customers or clients necessary or related to the operation of the Business. Seller will make reasonable commercial efforts to cause the Dexter Air Force contract to be novated to Buyer promptly after Closing. As a prerequisite to novation, Buyer shall be required to register in the federal government System for Award Management and receive a CAGE Code authorization from the Defense Logistics Agency. Final novation approval is subject to the United States Air Force at its sole discretion. Closing shall not be contingent on Air Force approval.

EXHIBIT B

LIST OF EXCLUDED ASSETS

The Acquired Assets will not include the following items, which will be retained by Seller:

1. All cash of Seller.

2. Accounts Receivable.

3. BLOCKS Tokens.

4. Seller's business licenses and permits that are non-transferable.

5. Seller's charters, minute books, stock books, stock ledgers, and tax records.

6. Seller's checking accounts and bank accounts, including without limitation all accounts of Seller on deposit or held for investment with any financial institution.

7. Tax refunds or credits to the extent attributable to the ownership or operation of the Business or the Acquired Assets prior to Closing.

8. Rights, claims or causes of action against third persons to the extent arising in connection with the discharge by Seller of the Excluded Liabilities.

9. All records and documents to the extent relating to the Excluded Assets or Excluded Liabilities (provided that Buyer shall have access to those records and documents as provided elsewhere in this Agreement).

10. Seller's rights under this Agreement and the other agreements and instruments executed and delivered by Seller in connection with this Agreement and the transactions contemplated therein.

11. Seller shall retain all right, title, and interest in and to any and all electronic mail (including attachments) stored on the Seller's servers included as Acquired Assets prior to the Closing ("the **Retained Email**"). Buyer acknowledges and agrees that Seller will remove and delete the Retained Email from Seller's servers included as Acquired Assets prior to the Closing, and will store and archive the Retained Email on a separate server or servers owned and maintained by Seller. Buyer agrees to make no attempt to restore or recover the Retained Email from any servers included as Acquired Assets under this Agreement. As soon as reasonably possible after request by Buyer, Seller shall make available to Buyer any Retained Email that is reasonably related to the operation of Buyer's business; provided, however, that Buyer shall not be entitled to any email that is protected by the attorney-client privilege, discusses the negotiation or drafting of this Agreement, or contains personal or private information of Seller or Seller's shareholders, officers, or employees.

<u>EXHIBIT C</u>

FORM OF

BILL OF SALE

[attached]

BILL OF SALE

Pursuant to the terms of that certain Asset Purchase Agreement entered into by and among BizSecure Inc., a Delaware corporation ("**Seller**"), Alfonso Arana, an individual ("**Arana Sr.**") Alfonso Rodriguez-Arana, an individual ("**Arana Jr.**"), Clement Danish, an individual ("**Danish,**" and together with Arana Sr. and Arana Jr., the "**Stockholders**"), and HUMBL, Inc., a Delaware corporation ("**Buyer**"), dated as of February __, 2022 (the "**Purchase Agreement**"), and for the consideration specified therein, Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer), all of the Acquired Assets as defined in the Purchase Agreement, and all of Seller's rights, title and interests with respect thereto, including, without limitation, those items referenced in **Exhibit A** attached to the Purchase Agreement.

Seller and Stockholders hereby warrant that Seller is the sole legal owner of the Acquired Assets and that the Acquired Assets are free from all liens, claims and encumbrances. Seller and Stockholders warrant and agree to defend Buyer's title to the Acquired Assets against the claims and demands of all persons. Seller and Stockholders make the additional representations and warranties with respect to the Acquired Assets as set forth in the Purchase Agreement. Seller and Stockholders, for themselves and their successors and assigns, hereby covenant and agree that, at any time and from time to time forthwith upon the written request of Buyer, Seller and Stockholders will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the Acquired Assets sold, conveyed, transferred and delivered by this Bill of Sale.

This Bill of Sale may be executed in one or more counterparts (and by different parties or separate counterparts), each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Digital copies of counterpart signature pages will be conclusive evidence of execution.

[Remainder of page intentionally left blank]

Effective as of the date first set forth above.

SELLER:

BIZSECURE INC.

By:____
Alfonso Rodriguez-Arana, CEO

STOCKHOLDERS:

____
Alfonso Arana

____
Alfonso Rodriguez-Arana

____
Clement Danish

Accepted:

BUYER:

HUMBL, INC.

By:____
Brian Foote, President and CEO

<u>EXHIBIT D</u>

EMPLOYMENT AGREEMENTS

Exhibit 1.2

PROMISSORY NOTE

Effective Date: February 22, 2022 U.S. $3,000,000.00

FOR VALUE RECEIVED, HUMBL, INC., a Delaware corporation ("**Borrower**"), promises to pay to SARTORII, LLC, a Delaware limited liability company, or its successors or assigns ("**Lender**"), $3,000,000.00 and any interest, fees, charges, and late fees accrued hereunder on the date that is thirty-six (36) months after the Purchase Price Date (the "**Maturity Date**") in accordance with the terms set forth herein and to pay interest on the Outstanding Balance at the rate of four percent (4%) per annum simple interest from the Purchase Price Date until the same is paid in full. This Promissory Note (this "**Note**") is issued and made effective as of February 22, 2022 (the "**Effective Date**"). This Note is issued pursuant to that certain Note Purchase Agreement dated February 22, 2022, as the same may be amended from time to time, by and between Borrower and Lender (the "**Purchase Agreement**"). Certain capitalized terms used herein are defined in Attachment 1 attached hereto and incorporated herein by this reference.

1. Payment; Prepayment.

1.1. Payment. All payments owing hereunder shall be in lawful money of the United States of America, as provided for herein, and delivered to Lender at the address or bank account furnished to Borrower for that purpose. All payments shall be applied first to (a) costs of collection, if any, then to (b) fees and charges, if any, then to (c) accrued and unpaid interest, and thereafter, to (d) principal.

1.2. Prepayment. Notwithstanding the foregoing, Borrower shall have the right to prepay all or any portion of the Outstanding Balance before it is due without penalty.

2. Security. This Note is unsecured.

3. Defaults and Remedies.

3.1. Defaults. The following are events of default under this Note (each, an "**Event of Default**"): (a) Borrower fails to pay any principal, interest, fees, charges, or any other amount when due and payable hereunder; (b) a receiver, trustee or other similar official shall be appointed over Borrower or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; (c) Borrower becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; (d) Borrower makes a general assignment for the benefit of creditors; (e) Borrower files a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); (f) an involuntary bankruptcy proceeding is commenced or filed against Borrower; (g) any representation, warranty or other statement made or furnished by Borrower to Lender herein, in any Transaction Document, is false, incorrect, incomplete or misleading in any material respect when made or furnished; (h) the occurrence of a Fundamental Transaction without Lender's prior written consent; (i) any money judgment, writ or similar process is entered or filed against Borrower or any subsidiary of

Borrower or any of its property or other assets for more than $1,000,000.00, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) calendar days unless otherwise consented to by Lender; or (j) Borrower fails to observe or perform any covenant set forth in any Transaction Document.

3.2. Remedies. At any time and from time to time after Lender becomes aware of the occurrence of any Event of Default (so long as such Event of Default has not been cured by Borrower), Lender may accelerate this Note by written notice to Borrower, with the Outstanding Balance becoming immediately due and payable. Notwithstanding the foregoing, upon the occurrence of any Event of Default described in clauses (b), (c), (d), (e) or (f) of Section 3.1, the Outstanding Balance as of the date of acceleration shall become immediately and automatically due and payable, without any written notice required by Lender. At any time following the occurrence of any Event of Default, upon written notice given by Lender to Borrower, interest shall accrue on the Outstanding Balance beginning on the date the applicable Event of Default occurred at an interest rate equal to the lesser of eight (8%) per annum or the maximum rate permitted under applicable law ("**Default Interest**"). In connection with acceleration described herein, Lender need not provide, and Borrower hereby waives, any presentment, demand, protest or other notice of any kind, and Lender may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Lender at any time prior to payment hereunder and Lender shall have all rights as a holder of the Note until such time, if any, as Lender receives full payment pursuant to this Section 3.2. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

4. Unconditional Obligation; No Offset. Borrower acknowledges that this Note is an unconditional, valid, binding and enforceable obligation of Borrower not subject to offset, deduction or counterclaim of any kind. Borrower hereby waives any rights of offset it now has or may have hereafter against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

5. Waiver. No waiver of any provision of this Note shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

6. Governing Law; Venue. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The provisions set forth in the Purchase Agreement to determine the proper venue for any disputes are incorporated herein by this reference.

7. Cancellation. After repayment of the entire Outstanding Balance, this Note shall be deemed paid in full, shall automatically be deemed canceled, and shall not be reissued.

8. Amendments. The prior written consent of both parties hereto shall be required for any change or amendment to this Note.

9. Assignments. Borrower may not assign this Note without the prior written consent of Lender. This Note may be offered, sold, assigned or transferred by Lender without the consent of Borrower.

10. Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with the subsection of the Purchase Agreement titled "Notices."

11. Liquidated Damages. Lender and Borrower agree that in the event Borrower fails to comply with any of the terms or provisions of this Note, Lender's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties' inability to predict future interest rates, future share prices, future trading volumes and other relevant factors. Accordingly, Lender and Borrower agree that any fees, balance adjustments, Default Interest or other charges assessed under this Note are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages.

12. Severability. If any part of this Note is construed to be in violation of any law, such part shall be modified to achieve the objective of Borrower and Lender to the fullest extent permitted by law and the balance of this Note shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed as of the Effective Date.

BORROWER:

HUMBL, INC.

By: ____________________________
Jeffrey Hinshaw, CFO

ACKNOWLEDGED, ACCEPTED AND AGREED:

LENDER:

SARTORII, LLC

By: ___________________________________
Stephen Foote, Manager

ATTACHMENT 1
DEFINITIONS

For purposes of this Note, the following terms shall have the following meanings:

A1. "**Fundamental Transaction**" means that (a) (i) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consolidate or merge with or into (whether or not Borrower or any of its subsidiaries is the surviving corporation) any other person or entity, or (ii) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other person or entity, or (iii) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, allow any other person or entity to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of voting stock of Borrower (not including any shares of voting stock of Borrower held by the person or persons making or party to, or associated or affiliated with the persons or entities making or party to, such purchase, tender or exchange offer), or (iv) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other person or entity whereby such other person or entity acquires more than 50% of the outstanding shares of voting stock of Borrower (not including any shares of voting stock of Borrower held by the other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock or share purchase agreement or other business combination), or (v) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, reorganize, recapitalize or reclassify the Common Stock, other than an increase in the number of authorized shares of Borrower's Common Stock, or (b) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding voting stock of Borrower.

A2. "**Outstanding Balance**" means as of any date of determination, the Purchase Price, as reduced or increased, as the case may be, pursuant to the terms hereof for payment, offset, or otherwise, accrued but unpaid interest, collection and enforcements costs (including attorneys' fees) incurred by Lender, and any other fees or charges incurred under this Note.

A3. "**Purchase Price**" means $3,000,000.00.

A4. "**Purchase Price Date**" means the date the Purchase Price is delivered by Lender to Borrower.

[Remainder of page intentionally left blank]

Exhibit 1.3

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is entered into effective as of March 3, 2022, by and between HUMBL, Inc., a Delaware corporation (the "Buyer"), on one hand, and Gustavo Moya Ortiz, an individual (the "Seller") on the other hand. Each of the Buyer and the Seller are referred to herein individually as a "Party" and collectively as the "Parties."

A. The Seller owns forty-eight (48) shares Series A stock (the "48 Shares") and will obtain the remaining two (2) shares of Series A stock (the "2 Shares", and together with the 48 Shares, the "Shares") of Ixaya Business SA de CV, a Mexican corporation (the "Company").

B. Upon the terms and subject to the conditions set forth herein, the Buyer desires to purchase from the Seller and the Seller desires to sell to the Buyer, the Shares (the "Purchase").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

ARTICLE I
PURCHASE AND SALE OF SHARES

1.1. Purchase of Shares; Purchase Price. On the terms and subject to the conditions of this Agreement, the Buyer agrees to purchase from the Seller, and the Seller agrees to sell to the Buyer, the Shares, free and clear of all claims, liens, pledges, hypothecations, charges, mortgages, security interests, assessments, preemptive rights, rights of first refusal, or other encumbrances or restrictions of any nature, whether arising by agreement, operation of law or otherwise (each, an "Encumbrance"), in exchange for the amount of $1,650,000.00 (the "Purchase Price"), payable in the manner set forth in Section 1.2 below.

1.2. Payment of the Purchase Price. The Purchase Price shall be paid as follows: (i) USD $150,000.00 payable via wire transfer of immediately available funds; and (ii) the issuance by Buyer to Seller of 8,962,036 shares of Common Stock of the Buyer (the "HUMBL Shares").

1.3. Closing. The closing of the sale and purchase of the Shares (the "Closing") shall take place at the Buyer's office concurrently with the execution of this Agreement, or at such other time as the Buyer and the Seller may agree upon in writing. The date on which the Closing occurs shall be referred to herein as the "Closing Date."

1.4. Deliveries. At the time of the Closing, (a) the sale and transfer of the Shares to Buyer will be effected by delivery by the Seller to the Buyer of an Assignment of Stock in the form attached hereto as Exhibit A and all certificates in the Seller's possession representing the Seller's ownership of the Shares; and (b) the issuance of the HUMBL Shares by Buyer to Seller will be effected by an electronic deposit of the HUMBL Shares into Seller's account with Buyer's transfer agent.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLER

As a material inducement to the Buyer to enter into this Agreement, the Seller represents and warrants to the Buyer individually as the Seller as follows:

2.1. Organization. The Seller is an individual and has full power, authority and legal right and capacity to enter into and perform the Seller's obligations under this Agreement and each other document contemplated hereby to which he is or will be a party and to consummate the transactions contemplated hereby and thereby.

2.2 Binding Obligation. This Agreement and the other documents contemplated hereby to which the Seller is a party have been duly executed and delivered by the Seller and are legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general.

2.3. No Violation to Result. The execution, delivery and performance by the Seller of this Agreement and the other documents contemplated hereby and the consummation by the Seller of the transactions contemplated hereby and thereby, do not and will not, directly or indirectly (with or without notice or lapse of time): (i) violate, breach, conflict with, constitute a default under, accelerate or permit the acceleration of the performance required by (x) any note, debt instrument, security agreement, mortgage or any other Contract (defined below) to which the Seller is a party or by which he is bound or (y) any law, judgment, decree, order, rule, regulation, permit, license or other legal requirement of any nation, state or other instrumentality or political subdivision thereof (including any county or city), or any entity exercising executive, legislative, judicial, military, regulatory or administrative functions pertaining to any government (each, a "Government Authority") which is applicable to the Seller; (ii) give any person, limited liability company, partnership, trust, unincorporated organization, corporation, association, joint stock company, business group, Government Authority or other entity (each, a "Person") the right to challenge any of the transactions contemplated by this Agreement; or (iii) result in the creation or imposition of any Encumbrance, possibility of Encumbrance, or restriction in favor of any Person upon any of the Shares or any of the properties or assets of the Company. No notice to, filing with, or consent of, any Person is necessary in connection with, nor is any "change of control" provision triggered by, the execution, delivery or performance by the Seller of this Agreement and the other documents contemplated hereby nor the consummation by the Seller of the transactions contemplated hereby or thereby.

2.4. Ownership of Shares. The Seller is the sole owner of the 48 Shares and has good and marketable title thereto, and the Shares are free and clear of all Encumbrances except for those imposed by applicable federal and state securities laws. Upon consummation of the transfer of the 2 Shares, the Seller will be the sole owner of the 2 shares and will have good and marketable tile thereto, and 2 Shares will be free and clear of all Encumbrances except for those imposed by applicable federal and state securities laws. There are no voting trusts or proxies with respect to the voting of the Shares.

2.5. Restricted Securities. The Seller understands that the HUMBL Shares are characterized as "restricted securities" under the Securities Act of 1933, as amended (the "**Securities Act**"), and inasmuch as they are being acquired from the Buyer in a transaction not involving a public offering and that under the Securities Act and applicable regulations thereunder such securities may be resold without registration under the Securities Act only in certain limited circumstances. Further, the Seller represents that he is familiar with Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act. The Seller understands that the Buyer is under no obligation to register the HUMBL Shares.

2.6. Stockholders. The Shares represent all of the outstanding equity interests of the Company. Seller is the 100% owner of the 48 Shares.

2.7. Entire Interest. The Shares constitute the Seller's entire interest in the equity of the Company and, upon the Closing, the Seller will have no claim, right or interest in or to any shares of stock or other equity of the Company whatsoever.

2.8. Brokers. No Person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or claim against or upon any of the Parties for any commission, fee or other compensation payable as a finder or broker because of any act or omission by the Seller.

2.9. Disclosure. To the actual knowledge of the Seller (or the knowledge that the Seller would obtain upon reasonable inquiry and investigation), no representation or warranty by the Seller contained in this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make any statement herein or therein not misleading.

2.10. Litigation and Known Claims. No litigation, including any arbitration, investigation or other proceeding of or before any court, arbitrator or governmental or regulatory official, body or authority, is pending or, to the best of the Seller's knowledge, threatened against the Seller or which relates to the Shares or the transactions contemplated by this Agreement, nor does the Seller know of any reasonably likely basis for any such litigation, arbitration, investigation or proceeding, the result of which could adversely affect the Seller, the Shares, or the transactions contemplated hereby. As of the Closing Date, the Seller is not a party to or subject to the provisions of any judgment, order, writ, injunction, settlement, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which affects the Seller, the Shares, or the transactions contemplated hereby.

2.11. Bankruptcy. The Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, or petitioned or applied to any tribunal for any receiver, conservator or trustee of the Seller or any of the Seller's property or assets.

2.12. Information. The Seller believes he has received all the information he considers necessary or appropriate for deciding whether to enter into this Agreement and perform the obligations set forth herein. The Seller hereby acknowledges that any future sale of shares of the Company's capital stock could be at a premium or a discount to the Purchase Price, and such sale could occur at any time or not at all. The Seller acknowledges that the price of the HUMBL

Shares may decrease before the Seller is able to resell them. The Seller hereby acknowledges that he has not relied on any representation or statement of the Buyer or the Company, other than those set forth in this Agreement, in making his investment decision to sell the Shares and receive the HUMBL Shares as part of the Purchase Price.

2.13. Valuation of Shares. The Seller acknowledges that (i) the per share Purchase Price is not based on an independent valuation of the Shares or on any other commonly used valuation method and may not reflect the fair market value of the Shares and (ii) he has had the opportunity to make inquiries of the Buyer and the Company and its officers regarding the Company's and Buyer's business affairs and financial condition and already has or has acquired sufficient information about the Company and Buyer to reach an informed and knowledgeable decision prior to entering into this Agreement. The Seller acknowledges that at any time the Company may sell equity, be acquired or elect to liquidate its assets and pay available proceeds to the holders of its capital stock, and/or one or more of the Company's shareholders may transfer shares of capital stock in each case in a transaction that values the Company's capital stock at a higher valuation per share than the Purchase Price. In entering into this Agreement and consummating the sale of the Shares contemplated hereby, the Seller assumes the risk that the Purchase Price may not reflect the fair market value of the Shares or the value of the Shares pursuant to any other valuation basis. The Seller acknowledges that the Purchase Price was determined through an arm's length negotiation between the Seller and the Buyer, and that the Seller did not rely on the Buyer or any other Person to determine the value of the Shares.

2.14. Taxes. The Seller has reviewed with his own tax and legal advisors the federal, state, local and foreign tax consequences, including, but not limited to, capital gains treatment and other related tax provisions that may be applicable to the transaction contemplated by this Agreement. The Seller relies solely on such advisors and not on any statements or representations of the Buyer or any of its agents, officers, directors, shareholders or employees for the federal, state, local and foreign tax consequences to the Seller that may result from the transaction contemplated by this Agreement. The Seller understands that he (and not the Buyer) shall be responsible for any tax liability that may arise as a result of the transaction contemplated by this Agreement. The Company has duly filed all federal, state, county, local and other excise, franchise, property, payroll, income, capital stock, sales and use, and other tax returns which are required to be filed by it, and such returns are true and correct in all respects. The Company is not currently the beneficiary of any extension of time within which to file a tax return. The Company has paid all taxes which have become due or have been assessed against it and all taxes, penalties and interest. There are no tax deficiencies or claims presently being asserted against the Company and Seller knows of no basis for such claims or deficiencies. Neither the Company nor Seller has granted any waiver currently in effect of the statute of limitations with respect to any such taxes or assessments. The Company has complied in all respects with all applicable laws, rules, and regulations relating to the payment and withholding of taxes and have, within the time and in the manner prescribed by law, withheld from employee wages and paid over to the proper governmental authorities all amounts required to be so withheld and paid over under all applicable laws.

2.15. Indebtedness and Guaranties. Except as otherwise disclosed by the Seller, the Company is not a guarantor or otherwise liable for any liability (including indebtedness) of any other Person.

2.16. Real Property. The Company does not own, nor has ever owned, any real property. The Seller has provided to the Buyer a list of all of the real property and interests therein leased, subleased or otherwise occupied or used by the Company (with all easements and other rights appurtenant to such property, the "Real Property"). The Real Property constitutes all interests in real property currently used in connection with the business necessary to conduct the business in the ordinary course of business.

2.17. Transactions with Related Persons. For the past three (3) years, neither any shareholder, officer, director or employee of the Company nor any Related Person of any of the foregoing has (a) owned any interest in any asset used in the business, (b) been involved in any business or transaction with the Company or (c) engaged in competition with the Company. Neither any shareholder, officer, director or employee of the Company nor any Related Person of any of the foregoing (i) is a party to any Contract with, or has any claim or right against, the Company or (ii) has any indebtedness owing to the Company. The Company does not have (A) any claim or right against any shareholder, officer, director or employee of the Company or any Related Person of any of the foregoing or (B) any indebtedness owing to any shareholder, officer, director or employee of the Company or any Related Person of any of the foregoing. For purposes of this Section, "Related Person" means (a) with respect to a specified individual, any member of such individual's Family and any affiliate of any member of such individual's Family, and (b) with respect to a specified person other than an individual, any affiliate of such person and any member of the Family of any such affiliates that are individuals. The "Family" of a specified individual means the individual, such individual's spouse and former spouses, any other individual who is related to the specified individual or such individual's spouse or former spouse within the third degree, and any other individual who resides with the specified individual.

2.18. Environmental and Safety. The Company has complied and is in compliance with all Environmental Laws (as defined below). No Permits are required pursuant to any Environmental Law for the occupation of the facilities or operation of the business. The Company has not received any written or oral notice, report or other information regarding any actual or alleged violation of any Environmental Law, or any liabilities or potential liabilities, including any investigatory, remedial or corrective obligations, relating to it or its facilities arising under any Environmental Law. None of the following now exists or at any time in the past existed at any property or facility currently leased or operated by the Company, and none of the following existed at any property or facility previously owned, leased or operated by the Company at or before the time the Company ceased to own or operate such property or facility: (a) underground storage tanks, (b) asbestos-containing material in any form or condition, (c) materials or equipment containing polychlorinated biphenyls, or (d) landfills, surface impoundments or disposal areas. The Company has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled or released any substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) in a manner that has given or would give rise to any liability, including any liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, pursuant to any Environmental Law. Further, the Company expressly represents that it has not at any time done anything at any location at which it has performed cleaning or restoration services that has given or would give rise to any liability, including any liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, pursuant to any Environmental Law. Neither this Agreement nor the transactions contemplated hereby will result in any liability for site investigation or cleanup, or notification to or consent of any person, pursuant to any "transaction-triggered" or "responsible property transfer" Environmental Laws. The Company has not, either expressly or by operation of law, assumed or undertaken any liability, including any obligation for corrective or remedial action, of any other person relating to any Environmental Law. For purposes of this Agreement, "Environmental Law" means any law relating to the environment, health or safety, including any law relating to the presence, use, production, generation, handling, management, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any material, substance or waste limited or regulated by any governmental body.

2.19. Employees. Seller has provided to Buyer a complete list (the "Employee List") of all of the Company's employees and independent contractors, if any. All former employees and independent contractors have been paid in full any and all compensation due and owing to such persons. The Company has complied with all applicable federal, state and local laws related to employment, including those related to wage, hours, worker classification and the payment and withholding of taxes and other sums as required by law. The Company has withheld and paid to the appropriate governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties, or other sums for failure to comply with any of the foregoing. Seller has no knowledge of any employee indicating they will not remain employed by the Company after Closing. To the best of Seller's knowledge, neither the Company nor Seller has committed any act which would be considered discriminatory or would constitute sexual harassment towards any employees of the Company.

2.20. Contracts. Seller has provided to Buyer a copy of all material contracts or agreements to which the Company is a party or by which the Company or any of its assets, businesses or operations are bound or affected (the "Contracts"). Seller has also provided to Buyer a brief description of all unwritten or verbal contracts, agreements, arrangements and commitments to which the Company is a party or by which the Company or any of its assets, businesses or operations are bound or affected. Except as otherwise disclosed to Buyer, the Company is not a party to or bound by any contract or agreement, including, without limitation, any contract, agreement, arrangement or commitment which would require the consent of the other party for the Company to enter into this Agreement. Except as otherwise disclosed to Buyer, the Company is not a party to or bound by any contract or agreement, including, without limitation, any contract, agreement, arrangement or commitment relating to:

(a) the employment of any person other than personnel employed at the pleasure of the Company in the ordinary course of business at rates of compensation and on terms consistent with past business practice;

(b) collective bargaining with, or any representation of any employees by, any labor union or association;

(c) the acquisition of services, supplies, equipment or other personal property or the sale of personal property (including, without limitation, sales of inventory in the ordinary course of business), which is not terminable by the Company upon 30 days' notice or less without obligation on the part of the Company;

(d) the purchase or sale of real property;

(e) lease of real or personal property as lessor or lessee or sublessor or sublessee;

(f) distribution, agency, public relations, advertising, printing, construction, accounting or legal services;

(g) bonuses, vacations, vacation pay, pensions, profit sharing, retirement, stock options, stock purchase, employee discounts or other employee benefits;

(h) lending or advancing of funds other than the extension of credit to trade purchasers in the ordinary course of business consistent with past business practice;

(i) borrowing of funds or receipt of credit other than in the ordinary course of business consistent with past practice and except for trade accounts payable in amounts and on terms consistent with past practice;

(j) incurring of any obligation or liability except for transactions in the ordinary course of business consistent with past practice;

(k) the sale of personal property (other than sales of inventory in the ordinary course of business consistent with past practice) or services under which payments due after the date hereof will exceed $1,000; or

(l) any matter or transaction not in the ordinary course of the business of the Company consistent with past practice.

2.21. Legal Compliance; Permits.

(a) The Company is, and since January 1, 2020, has been, in compliance in all material respects with all applicable laws and Permits. No proceeding is pending, nor since January 1, 2020, has been filed or commenced, against the Company alleging any failure to comply with any applicable law or Permit. No event has occurred or circumstance exists that (with or without notice or lapse of time) may constitute or result in a violation by the Company of any law or Permit. The Company has not received any notice or other communication from any person regarding any actual, alleged or potential violation by the Company of any law or Permit or any cancellation, termination or failure to renew any Permit held by the Company.

(b) Seller has provided to Buyer a complete and accurate list of each Permit (the "Permit List") held by the Company or that otherwise relates to the business or any asset owned or leased by the Company and states whether each such Permit is transferable. Each Permit listed or required to be listed on the Permit List is valid and in full force and effect. Each Permit listed or required to be listed on the Permit List is renewable for no more than a nominal fee and, to the Seller's knowledge, there is no reason why such Permit will not be renewed. The Permits listed on the Permit List constitute all of the Permits necessary to allow the Company to lawfully conduct and operate its business as currently conducted and operated and to own and use its assets as currently owned and used. For purposes of this Agreement, "Permit" means any permit, license or Consent issued by any governmental body or pursuant to any law.

2.22. Financial Statements.

(a) Seller has provided to Buyer the following financial statements (collectively, the "Financial Statements"): unaudited balance sheet of the Company as of December 31, 2021, and statements of income, changes in stockholders' equity, and cash flow for each of the fiscal years then ended. The Financial Statements have been prepared on a consistent basis throughout the periods covered thereby, and present fairly the financial condition of the Company as of and for their respective dates and periods covered thereby.

(b) The Company's books and records (including all financial records, business records, customer lists, and records pertaining to products or services delivered to customers) (i) are complete and correct in all material respects and all transactions to which it is or has been a party are accurately reflected therein in all material respects on an accrual basis, (ii) reflect all discounts, returns and allowances granted by it with respect to the periods covered thereby, (iii) have been maintained in accordance with customary and sound business practices in its industry, (iv) form the basis for the Financial Statements with respect to the Company and (v) reflect in all material respects the assets, liabilities, financial position, results of operations and cash flows of it on an accrual basis. All computer-generated reports and other computer output included in its books and records are complete and correct in all material respects and were prepared in accordance with sound business practices based upon authentic data. The Company's management information systems are adequate for the preservation of relevant information and the preparation of accurate reports.

2.23. Title to and Sufficiency of Assets. The Company has good and marketable title to, or a valid leasehold interest in, every property or asset used by it, located on its premises, purported to be owned by it, or shown on the Financial Statements or acquired by the Company (the "Assets"), free and clear of any Encumbrances except for properties and assets disposed of in the ordinary course of business and for valuable consideration. The Assets include (a) all tangible and intangible property and assets necessary for the continued conduct of the business and the provision of services therewith as of the Closing in the same manner as conducted prior to the Closing and in compliance in all material respects with all applicable laws, Contracts and Permits as of the Closing; (b) all property and assets necessary to generate the results of operations for the business reflected in the Financial Statements and to perform under the Contracts; and (c) all software, applications and other technology developed or created by the Company, including, but not limited to, the following products and technologies: (i) yoPago, (ii) Atenda, (iii) La Cocina, (iv) Cook & Serve; (v) La Caja; and (vi) La Carta.

2.24. Intellectual Property.

(a) The Company has sole title to and ownership of, or possesses legally enforceable rights to use under valid and subsisting written license agreements, all applicable material Company Intellectual Property Rights (as defined below), and to the knowledge of the Seller, the Company has not misappropriated, is not in conflict with and is not infringing upon the Intellectual Property Rights of others. The Company is the sole and exclusive owner of all Company

Intellectual Property Rights free and clear of any Encumbrances or other rights or claims of others. To the knowledge of the Seller, none of the Company Intellectual Property Rights is being infringed by activities, products or services of, or is being misappropriated by, any third party.

(b) The Company has made available to Buyer correct and complete copies of all registrations and applications and all licenses, sublicenses and agreements relating to the Company's applicable material Company Intellectual Property Rights, each as amended to date. The Company is not a party to any oral license, sublicense or other agreement.

(c) With respect to each item of material Third Party Intellectual Property Rights (as defined below), there are no royalty, commission or other executory payment agreements, arrangements or understandings relating to such item.

(d) The Company has used reasonable efforts to protect and enforce its trade secrets and otherwise to safeguard and maintain the secrecy and confidentiality of all applicable material Company Intellectual Property Rights. To the knowledge of the Seller, no current or prior officers, employees or consultants of the Company have claimed any ownership interest in any material Company Intellectual Property Rights as a result of having been involved in the development of such property while employed by or consulting to the Company, or otherwise. To the knowledge of the Seller, there has been no violation of any trade secrets program or any confidentiality or nondisclosure agreement relating to the Company's Intellectual Property Rights. Except for the Third Party Intellectual Property Rights, all Company Intellectual Property Rights have been developed by employees of the Company, within the course and scope of their employment.

(e) The term "Company Intellectual Property Rights" means the Intellectual Property Rights used in the conduct of the Business of the Company as currently conducted.

(f) The term "Intellectual Property Rights" means all (i) patents, patent applications, patent disclosures (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, together with all authors' and moral rights, (iv) mask works and registrations and applications for registration thereof, (v) computer software (including source code, object code, macros, scripts, objects, routines, modules and other components), data, data bases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, products, processes, techniques, methods, research and development information and results, drawings, specifications, designs, plans, proposals, technical data, marketing plans and customer, prospect and supplier lists and information), (vii) other intellectual property rights, (viii) "technical data" as defined in 48 Code of Federal Regulations, Chapter 1, (ix) copies and tangible embodiments thereof (in whatever form or medium means the Intellectual Property Rights used in the conduct of the Business of the Company as currently conducted, and (x) the following products and technologies: (1) yoPago, (2) Atenda, (3) La Cocina, (4) Cook & Serve; (5) La Caja; and (6) La Carta.

(g) The term "Third Party Intellectual Property Rights" means any Company Intellectual Property Rights specifically not owned by the Company.

2.25. Employee Benefit Plans. The Company has made no promises (whether through an employee benefit plan or otherwise) to provide medical, life or disability benefits for periods after an employee's termination of employment or a director's, independent contractor's or consultant's end of service to the Company, except as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). All employee benefit plans are and have always been maintained, funded and administered in material compliance with all applicable laws, and there are no audits, inquiries or proceedings pending or, to the knowledge of the Seller, threatened by any governmental agency or authority. The Company has complied with the notice and benefit obligations regarding any employee benefit plan mandated by COBRA. All contributions, premiums or payments required to be made with respect to any employee benefit plan have been made on or before their due dates. No action, claim or lawsuit is pending or threatened with respect to any employee benefit plan (other than claims for benefits in the ordinary course). The Company has no commitment (a) to create, incur liability with respect to or cause to exist, any other employee benefit plan, program or arrangement, (b) to enter into any contract or agreement to provide compensation or benefits to any individual, or (c) to modify, change or terminate any employee benefit plan, other than with respect to a modification, change or termination required by applicable Law.

2.26. Undisclosed Liabilities and Obligations. Except for those items set forth on the Financial Statements or otherwise disclosed to Buyer, the Company has no unpaid debt, obligations or liability, accrued, contingent or otherwise (asserted or unasserted), as of the date hereof.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Closing Date, as follows:

3.1. Organization. The Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business and in good standing in each jurisdiction where the character or location of its assets or properties owned, leased or operated by it or the nature of its activities makes such qualification necessary.

3.2. Authority for Agreement. The Buyer has full power, authority and legal right to enter into and perform its obligations under this Agreement and the other documents contemplated hereby to which the Buyer is or will be a party and to consummate the transactions contemplated hereby and thereby. The Buyer has duly approved this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby and has authorized the execution, delivery and performance of this Agreement and the other documents contemplated hereby and the consummation of the transactions contemplated hereby and thereby. No other proceedings on the part of the Buyer are necessary to approve and authorize the execution, delivery and performance of this Agreement and the other documents contemplated hereby and the consummation of the transactions contemplated hereby and thereby. This Agreement and the other documents contemplated hereby to which the Buyer is a party have been duly executed and delivered by the Buyer and are legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights in general.

3.3. No Violation to Result. The execution, delivery and performance by the Buyer of this Agreement and the other documents contemplated hereby and the consummation by the Buyer of the transactions contemplated hereby and thereby, do not and will not, directly or indirectly (with or without notice or lapse of time): (i) violate, breach, conflict with, constitute a default under, accelerate or permit the acceleration of the performance required by (x) any of the terms of the bylaws, articles of incorporation or other governing documents of the Buyer or any resolution adopted by the shareholders of the Buyer, (y) any note, debt instrument, security agreement, mortgage or any other contract to which the Buyer is a party or by which it is bound or (z) any law, judgment, decree, order, rule, regulation, permit, license or other legal requirement of any Government Authority applicable to the Buyer; (ii) give any Government Authority or other Person the right to challenge any of the transactions contemplated by this Agreement; or (iii) result in the creation or imposition of any Encumbrance, possibility of Encumbrance, or restriction in favor of any Person upon any of the properties or assets of the Buyer. No notice to, filing with, or consent of, any Person is necessary in connection with the execution, delivery or performance by the Buyer of this Agreement and the other documents contemplated hereby nor the consummation by the Buyer of the transactions contemplated hereby or thereby.

ARTICLE IV
ADDITIONAL AGREEMENTS

4.1. Transfer Taxes, Etc. All transfer taxes incurred in connection with the transactions contemplated by this Agreement shall be paid by the Party incurring such taxes under applicable law when due. The responsible Party shall, at its own expense, file all necessary tax returns and other documentation with respect to all such transfer taxes.

4.2. Further Assurances. Each Party will, either at or after the Closing, execute such further documents, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be required by the other Party to consummate the Purchase and to effect the other purposes of this Agreement.

4.3. Survival of Representations, Warranties and Covenants. Each covenant and agreement contained in this Agreement or in any agreement or other document delivered pursuant hereto shall survive the Closing and be enforceable until such covenant or agreement has been fully performed, or as otherwise specified. All representations and warranties of the Parties contained in this Agreement or in any other agreement or document executed and delivered pursuant hereto shall survive the Closing for the lesser of (x) indefinitely and (y) the expiration of the applicable statute of limitations.

4.4. Indemnification. Seller shall indemnify, defend, save and hold harmless the Buyer, and its affiliates, agents and representatives, from and against any and all costs, losses, liabilities, damages, lawsuits, claims and expenses (whether or not arising out of third-party claims), including without limitation court costs, reasonable attorneys' fees and disbursements and all amounts paid in investigation, defense or settlement of any of the foregoing ("Damages"), incurred in connection with or arising out of or resulting from (a) any material breach of any covenant or warranty, or any inaccuracy in any representation made by the Seller in or pursuant to this Agreement; (b) the material failure by the Seller to perform or observe any term, provision or covenant of this Agreement; (c) any liability of the Company or Seller asserted against Buyer or affiliates, including any third-party claims arising from the act or omission of the Company or Seller, or the Company's officers, directors, employees, agents, or affiliates relating to the Company or any liability arising out of the ownership or operation of the Company prior to the Closing; (d) the enforcement of this indemnification obligation; or (e) all taxes payable by the Company that are allocable to taxable period, or portions thereof, ending on or before the Closing Date. This indemnification obligation shall survive for three (3) years from the date hereof. Any indemnification obligation incurred by Seller hereunder may be satisfied by Seller, in Seller's reasonable discretion, either through: (i) the transfer and conveyance by Seller to Buyer of a number of HUMBL Shares equal in value to the amount of the Damages, or (ii) the offset of the Damages against amounts owing under the Note.

4.5. Covenant Not to Compete. The Seller agrees that for a period of three (3) years after the Closing Date (the "Restricted Period"), with respect to any area in which the Company, during the Restricted Period, is engaged or intends to become engaged in the Company's business, he shall not, alone, together or in association with others, as owner, shareholder, member, officer, director, manager, partner, lender, investor, consultant, principal, agent, independent consultant, co-venturer, or in any other capacity, directly or indirectly engage in, have a financial interest in, or be in any way connected or affiliated with or render advice or service to, any person, firm, business or enterprise which is in competition with the business of the Company. The Seller acknowledges and agrees that the duration and area for which the covenant not to compete set forth above is to be effective are fair and reasonable and are reasonably required for the protection of the Buyer, and the Seller hereby waives any objections to or defenses in respect thereof. In the event that any court determines that such time period or area, or both, are unreasonable, and that such covenant is to that extent unenforceable, each of the Buyer and the Seller agrees that this paragraph shall be deemed amended to delete such provisions or portions adjudicated to be unenforceable so that the covenant shall remain in full force and effect for the greatest time period and in the greatest geographic area that would not render it unenforceable.

4.6. Ownership of Intellectual Property. The Seller acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Buyer Confidential Information (as defined in Section 4.8 below)) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which relate to the Company's actual business, research and development, currently existing or currently anticipated future products or services and which were conceived, developed or made by the Seller (whether above or jointly with others) prior to the Closing Date, belong to the Buyer. In furtherance of the foregoing, the Seller shall perform all actions reasonably requested by the Buyer to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments).

4.7. Release of Claims. The Seller, together with the Seller's heirs, representatives and assigns, hereby fully and completely releases and waives any and all claims, complaints, causes of action or demands of whatever kind which he has or may have against the Buyer and the Company, their respective officers, employees, members or managers, arising out of any actions, conduct, decisions, behavior or events occurring prior to the Closing Date, including without limitation claims related to the Seller's ownership of the Shares or any other equity or claim thereto of the Company. The Seller understands and accepts that this release specifically covers but is not limited to any and all claims, complaints, causes of action or demands which the Seller has or may have against the above-referenced released parties.

4.8. Confidentiality. To the extent that the Seller has obtained Buyer Confidential Information prior to the execution of this Agreement, during the Restricted Period, the Seller agrees to hold such Buyer Confidential Information in the strictest confidence, and covenants and agrees not to disclose, duplicate, lecture upon or publish any of the Buyer Confidential Information after the Closing Date. For purposes of this Agreement, "Buyer Confidential Information" shall mean any and all confidential and/or proprietary knowledge, know-how, data or information of the Buyer, including, but not limited to, ideas, concepts, processes, designs, techniques, budgets, financials, products, marketing, selling and business plans, prices, costs, supplier, vendor, customer, membership or similar lists or contact information other than those previously identified and originated by the Seller and any other agreements of the Buyer, and all other similar information pertaining to the Buyer.

4.9. Nondisparagement. By execution below, the Seller agrees not to disparage or defame the Buyer or their products or services. In addition, the Seller agrees not to counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges or complaints by any third party against the Buyer and/or any officer, manager, employee, agent, representative, member or attorney of the Buyer, unless under a subpoena or other court order to do so or pursuant to violations of agreements entered into between any of the Parties after the execution of this Agreement.

4.10. Transfer of the Shares. The Seller will take whatever steps are necessary with any local, state or federal Mexican government authorities to effectuate and finalize the transfer of the Shares to the Buyer within thirty (30) days of the Closing Date.

ARTICLE V
CONDITIONS TO SELLER'S OBLIGATIONS TO CLOSE

The Seller's obligation to sell, transfer and convey the Shares at the Closing is subject to the fulfillment on or before the Closing of the following conditions, unless waived in writing by the Seller:

5.1. Representations and Warranties. The representations and warranties made by the Buyer in Article III shall be true and correct in all material respects when made and as of the date of the Closing.

5.2. Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by the Buyer on or prior to the Closing Date shall have been performed or complied with in all material respects as of the Closing Date.

5.3. Closing Deliveries. **At the Closing, the Buyer shall deliver those items for which Buyer is responsible set forth in Section 1.4 above.**

ARTICLE VI
CONDITIONS TO BUYER'S OBLIGATIONS TO CLOSE

The Buyer's obligation to purchase the Shares, and issue the Note and HUMBL Shares at the Closing is subject to the fulfillment on or before the Closing of each of the following conditions (the "Buyer Closing Conditions"), unless waived by the Buyer:

6.1. Representations and Warranties. The representations and warranties made by the Seller in Article II shall be true and correct in all material respects when made and as of the Closing Date.

6.2. Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by the Seller on or prior to the Closing shall have been performed or complied with in all material respects.

6.3. Due Diligence. The Seller shall have delivered to the Buyer or its counsel, copies of all stock certificates and other documents the Buyer shall reasonably request. The Seller shall have provided the Buyer access to such information as the Buyer shall have reasonably requested in connection with its due diligence review and the Buyer shall have concluded its due diligence review of the Shares and all financial, business, tax, accounting, technical, and legal aspects of the Company to the Buyer's sole satisfaction.

6.4. No Material Adverse Effect. From the date of this Agreement through the consummation of the Closing, no Material Adverse Effect (as defined below) shall have occurred. For purposes of this Agreement, "Material Adverse Effect" means any circumstance, change in or effect on the Buyer or the Company that, individually or in the aggregate with all other circumstances, changes in or effects on the Buyer or the Company, is or is reasonably likely to be materially adverse to the business, operations, assets, financial condition, prospects or liabilities of the Buyer or the Company taken as a whole.

6.5. Closing Deliveries**.** At the Closing, the Seller shall deliver those items for which Seller is responsible set forth in Section 1.4 above.

ARTICLE VII
MISCELLANEOUS

7.1. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Seller and his respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by the Buyer hereunder may be assigned by the Buyer to a third party, including its financing sources, in whole or in part; *provided, however*, that any such assignment shall not relieve the Buyer of its obligations under this Agreement.

7.2. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and wholly performed in that jurisdiction, without regard to conflict of law principles. The Seller hereby expressly consents to the personal jurisdiction of the state and federal courts located in or about San Diego County, State of California, for any action or proceeding arising from or relating to this Agreement, waives any argument that venue in any such forum is not convenient, and agrees that any such action or proceeding shall only be venued in such courts.

7.3. Severability. If any part of this Agreement is construed to be in violation of any law, such part shall be modified to achieve the objective of the parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.

7.4. Amendment. This Agreement may be amended, supplemented or modified only by execution of an instrument in writing signed by the Buyer and the Seller.

7.5. Waiver. Any Party hereto may to the extent permitted by applicable law (i) extend the time for the performance of any of the obligations or other acts of the other Parties hereto, (ii) waive any inaccuracies in the representations and warranties of the other Parties hereto contained herein or in any document delivered pursuant hereto or (iii) waive compliance with any of the agreements of the other Parties hereto contained herein. No such extension or waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party extending the time of performance or waiving any such inaccuracy or non-compliance. No waiver by any Party of any term of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term of this Agreement on any future occasion.

7.6. Notices. All notices, requests, consents, waivers, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) if personally delivered, upon delivery or refusal of delivery; (b) if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; or (c) if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed as follows:

(a) If to the Buyer:

HUMBL, Inc.
Attn: Brian Foote
600 B Street, Suite 300
San Diego, California 92101

(b) If to the Seller:

Gustavo Moya Ortiz
____
____

or at such other address or addresses as the Party addressed may from time to time designate in writing pursuant to notice given in accordance with this section.

7.7. Expenses. Each party shall pay its own legal and other fees incident to the negotiations and preparations of this Agreement and the transactions contemplated hereby.

7.8. Complete Agreement. This Agreement, including those documents expressly referred to herein and all Exhibits hereto, embody the complete agreement and understanding between the Parties and supersede and preempt any prior understandings, agreements or representation by or between the Parties, written or oral, which may have related to the subject matter herein.

7.9. Absence of Third-Party Beneficiary Rights. No provision of this Agreement is intended, nor will be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any client, customer, affiliate, equityholder, employee or partner of any Party hereto or any other Person.

7.10. Mutual Drafting. This Agreement is the mutual product of the Parties, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of each of the Parties, and shall not be construed for entire or against any Party hereto.

7.11. Further Representations. Each Party to this Agreement acknowledges and represents that it has been represented by its own legal counsel in connection with the transaction contemplated by this Agreement, with the opportunity to seek advice as to its legal rights from such counsel.

7.12. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

7.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute the same agreement. This Agreement and any document required hereby may be executed by facsimile or email signature which shall be considered legally binding for all purposes.

7.14. Attorneys' Fees. In the event that any dispute among the Parties should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys, which shall include, without limitation, all fees, costs and expenses of appeals.

7.15. Waiver of Jury Trial. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL IN ANY AND ALL DISPUTES WHETHER ARISING HEREUNDER OR UNDER ANY OTHER AGREEMENTS, NOTES, PAPERS, INSTRUMENTS OR DOCUMENTS HERETOFORE OR HEREAFTER EXECUTED WHETHER SIMILAR OR DISSIMILAR.

7.16. Use of Certain Terms. As used in this Agreement, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection or other subdivision.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party hereto has caused this Stock Purchase Agreement to be duly executed effective as of the date first above written.

BUYER:

HUMBL, INC.

By: ____
Brian Foote, CEO

SELLER:

____
Gustavo Moya Ortiz

<u>EXHIBIT A</u>

ASSIGNMENT OF SHARES

ASSIGNMENT OF COMMON STOCK SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, Gustavo Moya Ortiz, does hereby sell, assign and transfer unto HUMBL, Inc., a Delaware corporation, forty-eight (48) Series A shares of Ixaya Business SA de CV, a Mexican corporation (the "<u>Company</u>"), standing in the undersigned's name on the books of the Company, and does hereby irrevocably constitute and appoint the Company's attorney to transfer said shares on the books of the Company with full power of substitution in the premises.

Effective as of March 3, 2022

____
Gustavo Moya Ortiz

Exhibit 1.4

PROMISSORY NOTE

Effective Date: March 30, 2022 U.S. $1,500,000.00

FOR VALUE RECEIVED, HUMBL, INC., a Delaware corporation ("**Borrower**"), promises to pay to SARTORII, LLC, a Delaware limited liability company, or its successors or assigns ("**Lender**"), $1,500,000.00 and any interest, fees, charges, and late fees accrued hereunder on the date that is thirty-six (36) months after the Purchase Price Date (the "**Maturity Date**") in accordance with the terms set forth herein and to pay interest on the Outstanding Balance at the rate of four percent (4%) per annum simple interest from the Purchase Price Date until the same is paid in full. This Promissory Note (this "**Note**") is issued and made effective as of March 30, 2022 (the "**Effective Date**"). This Note is issued pursuant to that certain Note Purchase Agreement dated March 30, 2022, as the same may be amended from time to time, by and between Borrower and Lender (the "**Purchase Agreement**"). Certain capitalized terms used herein are defined in Attachment 1 attached hereto and incorporated herein by this reference.

1. Payment; Prepayment.

1.1. Payment. All payments owing hereunder shall be in lawful money of the United States of America, as provided for herein, and delivered to Lender at the address or bank account furnished to Borrower for that purpose. All payments shall be applied first to (a) costs of collection, if any, then to (b) fees and charges, if any, then to (c) accrued and unpaid interest, and thereafter, to (d) principal.

1.2. Prepayment. Notwithstanding the foregoing, Borrower shall have the right to prepay all or any portion of the Outstanding Balance before it is due without penalty.

2. Security. This Note is unsecured.

3. Defaults and Remedies.

3.1. Defaults. The following are events of default under this Note (each, an "**Event of Default**"): (a) Borrower fails to pay any principal, interest, fees, charges, or any other amount when due and payable hereunder; (b) a receiver, trustee or other similar official shall be appointed over Borrower or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; (c) Borrower becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; (d) Borrower makes a general assignment for the benefit of creditors; (e) Borrower files a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); (f) an involuntary bankruptcy proceeding is commenced or filed against Borrower; (g) any representation, warranty or other statement made or furnished by Borrower to Lender herein, in any Transaction Document, is false, incorrect, incomplete or misleading in any material respect when made or furnished; (h) the occurrence of a Fundamental Transaction without Lender's prior written consent; (i) any money judgment, writ or similar process is entered or filed against Borrower or any subsidiary of

Borrower or any of its property or other assets for more than $1,000,000.00, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) calendar days unless otherwise consented to by Lender; or (j) Borrower fails to observe or perform any covenant set forth in any Transaction Document.

3.2. Remedies. At any time and from time to time after Lender becomes aware of the occurrence of any Event of Default (so long as such Event of Default has not been cured by Borrower), Lender may accelerate this Note by written notice to Borrower, with the Outstanding Balance becoming immediately due and payable. Notwithstanding the foregoing, upon the occurrence of any Event of Default described in clauses (b), (c), (d), (e) or (f) of Section 3.1, the Outstanding Balance as of the date of acceleration shall become immediately and automatically due and payable, without any written notice required by Lender. At any time following the occurrence of any Event of Default, upon written notice given by Lender to Borrower, interest shall accrue on the Outstanding Balance beginning on the date the applicable Event of Default occurred at an interest rate equal to the lesser of eight (8%) per annum or the maximum rate permitted under applicable law ("**Default Interest**"). In connection with acceleration described herein, Lender need not provide, and Borrower hereby waives, any presentment, demand, protest or other notice of any kind, and Lender may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Lender at any time prior to payment hereunder and Lender shall have all rights as a holder of the Note until such time, if any, as Lender receives full payment pursuant to this Section 3.2. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

4. Unconditional Obligation; No Offset. Borrower acknowledges that this Note is an unconditional, valid, binding and enforceable obligation of Borrower not subject to offset, deduction or counterclaim of any kind. Borrower hereby waives any rights of offset it now has or may have hereafter against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

5. Waiver. No waiver of any provision of this Note shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

6. Governing Law; Venue. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The provisions set forth in the Purchase Agreement to determine the proper venue for any disputes are incorporated herein by this reference.

7. Cancellation. After repayment of the entire Outstanding Balance, this Note shall be deemed paid in full, shall automatically be deemed canceled, and shall not be reissued.

8. Amendments. The prior written consent of both parties hereto shall be required for any change or amendment to this Note.

9. Assignments. Borrower may not assign this Note without the prior written consent of Lender. This Note may be offered, sold, assigned or transferred by Lender without the consent of Borrower.

10. Notices. Whenever notice is required to be given under this Note, unless otherwise provided herein, such notice shall be given in accordance with the subsection of the Purchase Agreement titled “Notices.”

11. Liquidated Damages. Lender and Borrower agree that in the event Borrower fails to comply with any of the terms or provisions of this Note, Lender’s damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties’ inability to predict future interest rates, future share prices, future trading volumes and other relevant factors. Accordingly, Lender and Borrower agree that any fees, balance adjustments, Default Interest or other charges assessed under this Note are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages.

12. Severability. If any part of this Note is construed to be in violation of any law, such part shall be modified to achieve the objective of Borrower and Lender to the fullest extent permitted by law and the balance of this Note shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed as of the Effective Date.

BORROWER:

HUMBL, INC.

By: ___________________________
Jeffrey Hinshaw, CFO

ACKNOWLEDGED, ACCEPTED AND AGREED:

LENDER:

SARTORII, LLC

By: _________________________________
Stephen Foote, Manager

ATTACHMENT 1
DEFINITIONS

For purposes of this Note, the following terms shall have the following meanings:

A5. "**Fundamental Transaction**" means that (a) (i) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consolidate or merge with or into (whether or not Borrower or any of its subsidiaries is the surviving corporation) any other person or entity, or (ii) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other person or entity, or (iii) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, allow any other person or entity to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of voting stock of Borrower (not including any shares of voting stock of Borrower held by the person or persons making or party to, or associated or affiliated with the persons or entities making or party to, such purchase, tender or exchange offer), or (iv) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other person or entity whereby such other person or entity acquires more than 50% of the outstanding shares of voting stock of Borrower (not including any shares of voting stock of Borrower held by the other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock or share purchase agreement or other business combination), or (v) Borrower or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, reorganize, recapitalize or reclassify the Common Stock, other than an increase in the number of authorized shares of Borrower's Common Stock, or (b) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding voting stock of Borrower.

A6. "**Outstanding Balance**" means as of any date of determination, the Purchase Price, as reduced or increased, as the case may be, pursuant to the terms hereof for payment, offset, or otherwise, accrued but unpaid interest, collection and enforcements costs (including attorneys' fees) incurred by Lender, and any other fees or charges incurred under this Note.

A7. "**Purchase Price**" means $1,500,000.00.

A8. "**Purchase Price Date**" means the date the Purchase Price is delivered by Lender to Borrower.

[Remainder of page intentionally left blank]