

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **July 20, 2022 (July 19, 2022)**

STARCO BRANDS, INC.

(Exact name of Company as specified in its charter)

Nevada
(State or other jurisdiction
of Incorporation)

000-54892
(Commission File Number)

27-1781753
(IRS Employer
Identification Number)

250 26th Street, Suite 200
Santa Monica, CA 90402
(Address of principal executive offices)

888-484-1908
(Registrant's Telephone Number)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock	STCB	OTC Markets Group OTCQB tier

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

Item 1.01 Entry into a Material Definitive Agreement

The disclosures set forth in Item 2.03 are hereby incorporated into this Item 1.01 by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On July 19, 2022, Starco Brands, Inc. (the "Company") and Ross Sklar, its Chief Executive Officer ("Sklar"), agreed to amend and restate a promissory note issued in favor of Ross Sklar on January 24, 2022 (the "Old Note"). Sklar agreed to extend the term of the Old Note through the entry into a First Amended and Restated Promissory Note (the "Amended Note") in exchange for the Company paying the accrued and unpaid interest under the Old Note, including during the period following maturity date of the Old Note (January 24, 2022 to July 19, 2022). In exchange for extending the term, Sklar waived the default interest rate of ten percent (10%) and agreed to interest accrual at the standard four percent (4%) rate during the period following maturity.

The Amended Note carries a guaranteed 4% interest rate, matures on July 19, 2023, and has a 10% interest rate on a default of repayment at maturity. The Company, at its option, may prepay the Promissory Note, in whole or in part, without prepayment penalty of any kind, and the obligations under the Amended Note will accelerate in full upon an Event of Default.

The foregoing summary of the terms of the agreement does not purport to be complete and is qualified in its entirety by reference to the Amended Note, a copy of which is filed as Exhibit 10.1 to this Report and is incorporated herein by reference. Capitalized terms used in this Item 2.03 but not otherwise defined shall have the meaning given to such terms in the Amended Note.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are filed with this Current Report on Form 8-K:

<u>Exhibit Number</u>	<u>Description</u>
10.1	First Amended and Restated Promissory Note issued in favor of Ross Sklar, dated July 19, 2022.
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

STARCO BRANDS, INC.

Dated: July 20, 2022

/s/ Ross Sklar

Ross Sklar
Chief Executive Officer

FIRST AMENDED AND RESTATED PROMISSORY NOTE

\$100,000.00

July 19, 2022

FOR VALUE RECEIVED, Starco Brands, Inc., a Nevada corporation (“**Maker**”), and Ross Sklar, an individual (“**Payee**”), enter into this First Amended and Restated Promissory Note (this “**Note**”). Maker promises to pay to Payee, at Payee’s current address of 250 26th Street, Suite 200, Santa Monica, California 90402, or at such other addresses as Payee may from time to time designate in writing to Maker, the principal sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) (the “**Loan Amount**”), together with interest thereon and all other sums due and/or payable under any Loan Document (the “**Loan**”); such principal and other sums to be calculated and payable as provided in this Note.

This Note is given in renewal and substitution of that certain Promissory Note executed by Maker in favor of Payee dated January 24, 2020 in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) (the “**Old Note**”). This Note renews the obligations evidenced by the Old Note. The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note. Maker hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Maker hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. All of the provisions of the Old Note now or heretofore executed by Maker as heretofore or contemporaneously herewith modified are hereby ratified and affirmed in all respects.

Notwithstanding the foregoing, Payee, in consideration of Maker paying the accrued interest under the Old Note, and extending the term of the obligations under this Note, hereby waives the increased interest rate of ten percent (10%) pursuant to Maker’s default under Section 1 of the Old Note, and the parties agree and acknowledge that interest during the period of January 24, 2022, and July 19, 2022 (the “**Default Period**”) shall have accrued at the standard interest rate of four percent (4%) per annum, compounded monthly. Payee’s waiver of the right to an interest rate increase during the Default Period under the Old Note shall not be deemed a waiver of any other right hereunder or thereunder, no a waiver of any future right whether of similar or dissimilar nature thereto.

Maker agrees to pay the Loan Amount of this Note together with interest thereon and all other sums due in accordance with the following terms and conditions:

1. **Interpretation.** For purposes of this Note (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Note as a whole. The definitions given for any defined terms in this Note shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein to: (x) Schedules, Exhibits, and Sections mean the Schedules, Exhibits, and Sections of this Note; (y) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Note shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

2. **Interest.** The outstanding Loan Amount of this Note shall accrue at an interest rate equal to four percent (4%) per annum, compounded monthly (the **Interest Rate**”), from the date hereof until this Note shall have been repaid in full; provided, however, that, if Maker defaults in its repayment of all principal and accrued interest due on this Note at the Maturity Date, the then outstanding principal amount of this Note shall thereafter bear interest at a rate equal to ten percent (10%) simple per annum (the “**Default Rate**”) until all such principal and accrued interest due on this Note is repaid in full.

3. **Payments; Maturity Date.**

a. **Payment.** Except as otherwise provided in this Note, principal and all accrued and unpaid interest, if any, shall be paid on or before the Maturity Date. Maker shall have the absolute and unilateral right, at any time from the date of this Note through the Maturity Date, to satisfy all, or any part of the entire indebtedness evidenced by this Note by payment of the entire principal balance, or any portion thereof, and all accrued and unpaid interest without pre-payment penalty. Any partial repayment shall be credited first towards any accrued and unpaid interest, if any, with any remaining amounts credited towards the outstanding principal balance. Upon prepayment of the entire principal balance, the Note will be satisfied and paid in full and of no further force and effect.

b. **Maturity Date.** The aggregate unpaid Loan Amount, all accrued and unpaid interest, and all other amounts payable under this Note shall be due and payable on July 19, 2023 (the “**Maturity Date**”). For purposes of making payments hereunder, if the payment date shall fall on a Saturday, Sunday, or day on which federal banks are closed, then the payment date shall be the ensuing business day

4. **Event of Default.**

a. Upon the occurrence of an Event of Default, the Loan Amount shall (a) become due and payable, and (b) bear interest at the Default Rate. Maker will also pay to Payee, after an Event of Default occurs, all reasonable costs of collecting, securing, or attempting to collect or secure this Note, including, without limitation, court costs and reasonable attorneys’ fees (including reasonable attorneys’ fees on any appeal by either Maker or Payee and in any bankruptcy proceedings).

b. **Notice of Default and Cure Period.** If Maker fails to comply with any of its obligations, representations, and/or covenants under this Note or any other provision of this Note, Payee shall provide written notice of breach to Maker (the “**Breach Notice**”) consistent with the notice requirements set forth in this section. Maker shall then have five (5) business days from the date of receipt of the Breach Notice to cure the breach (the “**Grace Period**”) or provide written proof that no breach existed, the sufficiency of which shall be in Payee’s reasonable discretion. If Maker fails to cure any such breach within the Grace Period or fails to provide proof that no claimed breach existed, then Payee shall have all rights to proceed with its remedies as specified below.

c. **Acceleration; Events of Default.** It is hereby expressly agreed that the entire unpaid principal balance of the Loan Amount, together with all interest and other sums of any nature whatsoever which may or shall become due to the Payee in accordance with the provisions of this Note, shall, upon proper notice to Maker as specified in the preceding subsection, and failure of Maker to cure within the Grace Period, become immediately due and payable without necessity for further presentment and demand for payment, further notice of protest, demand and dishonor or nonpayment of this Note, all of which are hereby expressly waived by the Maker after the expiration of the Grace Period, upon any default by the Maker in making any payment when due hereunder or any other default hereunder or upon the occurrence of any of the following events, circumstances or conditions (each an “**Event of Default**”):

- i. Any Interest and/or portion of the Loan Amount is not paid when due;
- ii. Maker shall make an assignment for the benefit of creditors, or shall generally not be paying its debts as they become due;
- iii. a receiver, liquidator or trustee shall be appointed for Maker; or Maker shall be adjudicated bankrupt or insolvent; or any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Maker; or any proceeding for the dissolution or liquidation of Maker shall be instituted; provided, however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by Maker, only upon the same not being discharged, stayed or dismissed within thirty (30) days;

- iv. a default occurs under any term, covenant or provision set forth herein which specifically contains a notice requirement and such notice has been given; and/or
- v. a default shall be continuing under any of the other terms, covenants or conditions of this Note for ten (10) days after notice to Maker from Payee, in the case of any default which can be cured by the payment of a sum of money, or for ten (10) days after notice from Payee in the case of any other default; provided, however, that if such non-monetary default is susceptible of cure but cannot reasonably be cured within ten (10)-day period, and Maker shall have commenced to cure such default within such ten (10)-day period and thereafter diligently and expeditiously proceeds to cure the same, such ten (10)-day period shall be extended for an additional period of time as is reasonably necessary for Maker in the exercise of due diligence to cure such default.

5. Method and Place of Payments; Borrower Obligations Absolute

a. Except as otherwise specifically provided herein, all payments under this Note shall be made to Payee not later than four (4) p.m., Pacific Standard Time, on the date when due, and shall be made in lawful money of the United States of America by wire transfer of immediately available funds to the Payee's account at a bank specified by the Payee in writing to the Maker from time to time, and any funds received by Payee after such time, for all purposes hereof, shall be deemed to have been paid on the next succeeding business day.

b. All sums payable by Maker shall be paid without notice, demand, counterclaim (other than mandatory counterclaims), setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction.

6. Waivers. With respect to the amounts due pursuant to this Note, Maker waives the following: (a) all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any State thereof; and (b) any further receipt by Payee or acknowledgment by Payee of any collateral now or hereafter deposited as security for the Loan. In addition, Maker agrees and acknowledges that no release of any security for the Loan or Loan Amount, or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note, shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker, any guarantor, or any other person who may become liable for the payment of all or any part of the Loan or Loan Amount, under this Note, unless in writing and signed by Maker and Payee. No notice to or demand on Maker shall be deemed to be a waiver of the obligation of Maker or of the right of Payee to take further action as provided for in this Note.

7. Interest Rate Limitation. This Note is subject to the express condition that at no time shall Maker be obligated or required to pay interest on the Loan Amount at a rate which could subject Payee to either civil or criminal liability as a result of being in excess of the maximum rate of interest designated by applicable laws relating to payment of interest and usury (the "Maximum Amount"). If, by the terms of this Note, Maker is at any time required or obligated to pay interest on the Loan Amount at a rate in excess of the Maximum Amount, the Interest Rate shall be deemed to be immediately reduced to the Maximum Amount and all previous payments in excess of the Maximum Amount shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

8. Modifications; Remedies Cumulative; Setoffs. Payee shall not by any act, delay, omission or otherwise be deemed to have modified, amended, waived, extended, discharged or terminated any of its rights or remedies, and no modification, amendment, waiver, extension, discharge or termination of any kind shall be valid unless in writing and signed by Payee and Maker. All rights and remedies of Payee under the terms of this Note and applicable statutes or rules of law shall be cumulative, and may be exercised successively or concurrently. The agreements contained herein shall remain in full force and be applicable notwithstanding any changes in the shareholders comprising, or the officers and directors relating to, the corporation, and the term "Maker" as used herein, shall include any alternative or successor corporation, but any predecessor corporation shall not be relieved of liability hereunder. Nothing in the foregoing sentence shall be construed as a consent to, or a waiver of, any prohibition or restriction on transfers of interests in such corporation.

9. Severability. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under any applicable laws, but if any provision of this Note shall be prohibited by or invalid under any applicable laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

10. Governing Law; Submission to Jurisdiction. **This Note shall be governed by and construed and enforced in accordance with the laws (without giving effect to the conflict of law principles thereof) of the State of California. Any legal action or proceeding with respect to this Note shall exclusively be brought in the in the appropriate county, state or federal courts located exclusively in Los Angeles County, California, and, by execution and delivery hereof, the Maker hereby accepts, generally and unconditionally, the jurisdiction of the aforesaid courts.** The Maker and its heirs, successors, executors, administrators, and assigns, collectively and each of them individually, shall be jointly and severally responsible and liable for the performance of each and every term, covenant and condition on the part of the Maker to be performed under this Note.

11. Waiver of Jury Trial. MAKER AND PAYEE TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, BROUGHT BY ANY PARTY HERETO WITH RESPECT TO THIS NOTE. EACH OF MAKER AND PAYEE AGREES THAT THE OTHER MAY FILE A COPY OF THIS WAIVER WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF THE OTHER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT, TO THE FULLEST EXTENT THAT IT MAY LAWFULLY DO SO, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN MAKER AND PAYEE SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

12. Representations and Warranties. Maker hereby represents and warrants to Payee on the date hereof as follows:

a. Existence; Power and Authority; Compliance with Laws. Maker is a corporation duly organized, validly existing, and in good standing under the laws of the state of its jurisdiction of Nevada. Maker is capable of entering into the Note, and has the requisite power and authority to execute and deliver this Note, and to perform its obligations hereunder.

b. Authorization; Execution and Delivery. The execution and delivery of this Note by Maker and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary corporation action in accordance with all applicable laws. Maker has duly executed and delivered this Note.

c. No Approvals. No consent or authorization of, filing with, notice to, or other act by, or in respect of, any governmental authority or any other person is required in order for Maker to execute, deliver, or perform any of its obligations under this Note.

d. No Violations. The execution and delivery of this Note and the consummation by Maker of the transactions contemplated hereby and thereby do not and will not (a) violate any law applicable to the Maker or by which any of its properties or assets may be bound; or (b) constitute a default under any material agreement or contract by which the Maker may be bound.

e. Enforceability. This Note is a valid, legal, and binding obligation of Maker, enforceable against Maker in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

f. No Litigation. No action, suit, litigation, investigation, or proceeding of, or before, any arbitrator or governmental authority is pending or threatened by or against Maker or any of its property or assets (a) with respect to the Note or any of the transactions contemplated hereby or (b) that could be expected to materially adversely affect Maker's financial condition or the ability of Maker to perform its obligations under the Note.

13. Notice. Except as expressly provided herein, any notice to be given hereunder shall be in writing and shall be either delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or sent by common courier (e.g., Federal Express), addressed: (a) if to the Maker, to Maker's address set forth below; or (b) if to the Payee, at the Payee's address set forth in the introduction, or as to any party, at such other address as shall be designated by such party by notice to the other party given in the manner set forth in this Section 13. Each such notice shall be effective: (i) if delivered personally, at the time of delivery to the address specified in this paragraph; or (ii) if given by mail or if sent by courier, on the day actually received.

a. If to Maker:

Starco Brands, Inc.
250 26th Street, Suite 200
Santa Monica, California 90402

With a copy to:

Buchalter, APC
1000 Wilshire Blvd, Ste. 1500
Los Angeles, California 90017
Attn: Peter Hogan, Esq.

14. Further Assurances. Upon the request of Payee, Maker shall promptly execute and deliver such further instruments and do or cause to be done such further acts as may be necessary or advisable to carry out the intent and purposes of this Note.

"Maker"

STARCO BRANDS, INC.

By: /s/ Darin Brown
Name: Darin Brown
Title: Director

Accepted on and as of the date of this Note:

/s/ Ross Sklar
Ross Sklar