

Convertible Swap Investment Capital Note

(For Nonprofit Organization Use)

Date: [12/31/2025]

Parties:

- **Lender/Investor:** [Omar Dyer of 146 Manhattan Ave Suite 26, Jersey City NJ 07307]
- **Borrower (Nonprofit):** [Coaches 101 A NJ Nonprofit PO Box 4463 Jersey City NJ 07307 20-8668400]
- **Debt Instrument / Cryptocurrency:** TikTok USA 151w 42nd st. New York New York 10036
- **Financier:** Merrick Bank, Credit One Bank, First Premiere Bank, Blaze Credit, Legacy Credit, Taz Credit
- **Holding Institution:** Santander Bank

1. Principal & Disbursement

The Lender agrees to pay the Debt Instrument with **[\$36,687.90]** as an investment capital to a loan stock of the borrower, the monies allocated to the debt instrument is converted into cryptocurrency known as diamonds disbursed as accrual accounting during the calendar year [2025].

2. Purpose of Funds

Funds shall be used exclusively for investing into the “Debt Instrument’s” ecosystem. The Lender will using a GAA system of 30-day financing in swapping ABA (asset backed securities) from USD currency into fiat currency known as coins and converted into TikTok Diamonds. The TikTok Diamonds are used to gift creators with animated emojis also known as stickers. TikTok’s livestreaming system and ecosystem provides a level of entertainment, and animation with over 200 million users and subscribers.

This is a business to business transaction developing the blockchain of two programs: one program named Mad Comedian Blockchain with NJ service mark, and Omar Dyer Blockchain also with a NJ service mark.

3. Interest & Repayment

- Interest Rate: [0]% per annum (or 0% if structured as a program-related investment).
- Maturity Date: [30-day financing ending at the calendar year of 2025].
- Repayment: Principal and accrued interest shall be repaid in full on the Maturity Date unless converted under Section 4.

4. Conversion / Swap Mechanism

At or before maturity, the Lender may elect to:

- a) **Convert** the outstanding balance into a **designated impact participation right** (e.g., share of program revenue, service credits, or donor recognition benefits), OR
- b) **Swap** the outstanding balance for a **grant commitment** from the Lender to the Borrower, thereby forgiving the debt.

5. Early Conversion

The Debt Instrument may convert the monies from usd into the currency of the Debt Instrument's ecosystem. While the Lender, uses The Financier's equity as a transaction on accrual purchases with the 30-day period. The purchases of coins/ diamonds under The Debt Instrument's ecosystem will be recorded on a ledger provided by both The Borrower, and The Financier. The Holding institution is responsible for managing The Lender's financial affairs, meaning the accrual transactions on repayment to The Financier will come from The Lender's Holding Institution.

6. Default

Failure to repay by the Maturity Date constitutes cost overrun, and the balance is shipped to The Lender's debt liability. As for the Borrower, a petition for use of property in terms of a Loan Stock must be issued. Whereas The Lender sends The Borrower a letter of forgiveness, and all cost overruns are liabilities to The Lender.

7. Governing Law

This Note shall be governed by the laws of [New Jersey], under the jurisdiction of New Jersey's Charity Act, and New Jersey Economic Development Authority, plus the Small Business Administration.