

Call Warrant Agreement

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

This agreement defines the distribution of profits and revenue pay outs between Coaches! 101 A NJ Non-Profit, PO Box 4463 Jersey City NJ 07304 (hereinafter will be known as "The Company"); and in agreement to employ an investor to act as Angel Investor in Omar Dyer of 275 Liberty Ave Apt2 Jersey City, NJ 07307; (hereinafter will be known as "Angel Investor").

This agreement was constructed by law and new regulations from the Security Exchange Commission as a call warrant for the sale of a collection of digital art work on June 25, 2021.

IT IS MUTUALLY AGREED upon that Coaches! 101 A NJ Non-Profit, which is a not-for-profit organization, "The Company" and Omar Dyer "The Angel Investor" hereby acknowledge the following schedule for financial distribution of funds in coordination with angel investing laws and regulations, and that this call warrant is a personal fundraiser organized by Omar Dyer for his public auction on Meme Art.

1. QUALIFYING MEMBER – This clarifies that this employee is an Angel Investor as an executive member of the company that is employed as the Legal Representative of the company. To ensure that a qualifying member is the person for this exclusive agreement authorized by the Company and the Angel Investor to be eligible to purchase memorabilia known as Meme Art, and have a public auction to bid on the art work in a public online setting; and contributions from the venue will be transferred into a money market fund account.
2. Cash Flow Operation – **"The company"** agrees to allow **"The Angel Investor"** to create a call warrant, as a business transaction to purchase shares of Meme Art.
 - a. **The Angel Investor** use an online app integrated with Facebook, with receipts and invoice in respects for the purchasing of Meme Art as a fundraising tool for **"Mad Comedian;"**
 - b. **Mad Comedian** has a state of New Jersey service mark protection under the agreement #25416;"
 - i. Meme Art also known as NFT (Non-Fungible Tokens) is a block chain of crypto currency, and is a digital or animated works of art;
 - ii. Meme Stock is a stock option organized by Coaches 101 A NJ Non-Profit under a setting of Non-Fungible Tokens;
 - iii. Biography, which is the information included in the campaign;

3. Direct Public Offering – **The Company**, uses the corporate bank account of **Coaches! 101 A NJ Non-Profit** for the creation of Meme Art and Meme Stocks;
 - a. **Investors Bank** is the financial advisor that is tasked in creating the money market account;
 - b. Transactions from **Facebook and Stripe** account will be entered into the money marketing fund business checking account of **Coaches! 101 A NJ Non-Profit's** corporate account;
4. Payouts – Payouts to **Coaches 101 A NJ Non-Profit** will be directed to the money marketing account as part of the Direct Public Offering;
 - a. Payout Timeline: Stripe is the payment processor for donations on Facebook, issues payments 6 days after a donation is received. It may take your bank 1-5 additional business days to deposit the payment into your account, even after the donation date has expired;
 - b. **Coaches 101 A NJ Non-Profit** will be responsible for making sure the account of the money marketing fund business checking account with Investors Bank is accurate;
5. Billing – The fees charged for personal fundraisers on Facebook vary based on the country or region where the creator of the fundraiser is located. **Non-Profit:** These fees cover payment processing and, in some countries, or regions, a portion of the fees include additional taxes. This information applies to donations made to nonprofits in countries or regions where charitable organizations are eligible to raise money on Facebook.
6. TERM – All Financial donations are available for viewing, but under no circumstances unless authorized by the legal representative of the Employer; can any payment be written or paid to by any member of the Employer other than the QUALIFYING MEMBER, THE QUALIFYING MEMBER must have authorization from any company officer for Employee payment or donation, the amount on this call warrant starts at \$2,500;
7. Profit Sharing – Any and all profits after expenses specific to the business operations defined, are eligible for profit-sharing. Profits will be calculated as sales operations for that period minus expenses for that time period, leveraging GAAP, Generally Accepted Accounting Principles and donations will meet the standards of share in the company's calendar year;
8. Method – Below is the standard responsibly of the Employer for payouts and profit sharing; without taxing known as capital gains for the angel investor, and income for the Employer; in order to stratify financial distribution based on the project. The transaction will be known as the operations and have an invoice for outgoing and an invoice billing statement for incoming cash transfers.
 - a. Profit Sharing Note invoice: will have an invoice number and date
 - b. Taxing is subjected to Stripe and is included in the invoice
 - c. Bank Statements to show transactions both credit and corporate bank accounts with the name on the account for the angel investor
 - d. Donations will count as Qualifying Member

9. Modifications – This instrument may not be changed orally; any modifications of this agreement must be by a written supplemental executed by all parties thereto; or the next of kin – with respect to the **Coaches! 101 A NJ Non-Profit** statement of organization;
10. Termination – This can't be terminated upon the termination of the employee or end of the employer's involvement in said OPERATIONS. If the corporation that created the fund, goes out of business the fund is a sole asset of Coaches 101 A NJ Non-Profit. Legacy terms are to be constricted to the Coaches 101 A NJ Non-Profit Statement of Obligations and Board of Trustees. This agreement is subjected for review after 100 years of time has lapsed from the date of January 1, 2021. The terms in this agreement may not be cashed out, transferred over or devalued without the express written consent of Coaches 101 A NJ Non-Profit's statement of Obligations and Board Of Trustees;

Section 1

Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Securities Purchase Agreement (the "Call Warrant"), dated June 25, 2021, among Coaches 101 A NJ Non-Profit and the purchaser's signatory thereto;

Section 2

Exercise

- a) Exercise of Warrant: Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Coaches 101 A NJ Non-Profit or the Transfer Agent (or such other office or agency that Coaches 101 A NJ Non-Profit may designate by notice in writing to Facebook at the address of Facebook appearing on the books of the Coaches 101 A NJ Non-Profit), as applicable, of a duly executed facsimile copy or PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto
- b) ("Notice of Exercise"). Within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate;

Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable (\$2,500)

Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required;

Notwithstanding anything herein to the contrary, Facebook shall not be required to physically surrender this Call Warrant to Coaches 101 A NJ Non-Profit until the Facebook has purchased all of the Call Warrant's personal fundraising goals available hereunder and this Call Warrant has been exercised in full, in which case, Facebook shall surrender this Call Warrant to the Coaches 101 A NJ Non-Profit for cancellation within three (3) Trading Days of the date the final Notice of Exercise is delivered to the Coaches 101 A NJ Non-Profit;

Partial exercises of this Call Warrant resulting in purchasing the total number of Call Warrant tokens available hereunder, shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased up to and may exceed \$2,500;

Facebook and Coaches 101 A NJ Non-Profit shall maintain records showing the number of Call Warrant Meme Art purchased and the date of such purchases. Coaches 101 A NJ Non-Profit shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice. **Facebook and any assignee, by acceptance of this Call Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Call Warrant Meme Art hereunder, the number of Call Warrant Meme Art available for purchase hereunder at any given time may be less than the amount stated on the face hereof;**

- c) Exercise Price. The exercise price per donation to Meme Art under this Call Warrant shall be up to **\$2,500.00**, subject to adjustment hereunder (the "Exercise Price");

Cashless Exercise. If at any time after the six-month anniversary of the Closing Date, there is no effective Registration Statement registering, or no current prospectus available for, the resale of the Call Warrant's Meme Art by Facebook, then this Call Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Facebook fundraising rules apply as required by VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such;

If Call Warrant's Meme Art and Meme Stocks are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Call Warrant's Meme Art and Meme Stock shall take on the characteristics of the Call Warrant being exercised, and the holding period of the Call Warrant's Meme Art and Meme Stock being issued may be tacked on to the holding period of this Call Warrant. Coaches 101 A NJ Non-Profit agrees not to take any position contrary to this Section 2(c). "Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Meme Stock is then listed or quoted on a Trading Market, the bid price of the Meme Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Meme Stock is then listed or quoted as reported by Bloomberg L.P;

(based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Meme Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Meme Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Meme Stock are then reported in the "Pink Sheets" published by Coaches 101 A NJ Non-Profit;

(or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Meme Stock so reported, or (d) in all other cases, the fair market value of a share of Meme Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Coaches 101 A NJ Non-Profit. "VWAP" means, for any date, the price determined by the first of the following clauses that applies:

(a) if the Meme Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Meme Stock for such date (or the nearest preceding date) on the Trading Market on which the Meme Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)),

(b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC

Coaches 101 A NJ Non-Profit (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Meme Art, and Meme Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company;

(d) Mechanics of Exercise

Delivery of Warrant Shares Upon Exercise. Call Warrant's Meme Art or Meme Stock purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Call Warrant's Meme Art or Meme Stocks to or resale of the Call Warrant's Meme Art or Meme Stocks by the Holder or (B) the Call Warrant's Meme Art or Meme Stocks are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Call Warrant's Meme Art or Meme Stocks to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earlier of;

- (i) the earlier of (A) two (2) Trading Days after the delivery to the Company of the Notice of Exercise and (B) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and;
- (ii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the "Warrant Share Delivery Date");

Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Call Warrant's Meme Art or Meme Stocks with respect to which this Call Warrant's Meme Art or Meme Stocks has been exercised, irrespective of the date of delivery of the Call Warrant's Meme Art or Meme Stocks, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of;

- (iii) three Trading Days and;
- (iv) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise;

Coaches 101 A NJ Nonprofit fails for any reason to deliver to the Holder the Call Warrant's Meme Art or Meme Stocks subject to a Notice of Exercise by the Warrant Share Delivery Date, Coaches 101 A NJ Nonprofit shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of Call Warrant's Meme Stock or Meme Art subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), \$10 per Trading Day;

(increasing to \$20 per Trading Day on the fifth Trading Day after such liquidated damages begin to accrue) for each Trading Day after such Call Warrant's Meme Art or Meme Stocks Delivery Date until such Call Warrant's Meme Art or Meme Stocks are delivered or Holder rescinds such exercise. Coaches 101 A NJ Nonprofit agrees to maintain a transfer agent that is a participant in the FAST program so long as this Call Warrant remains outstanding and exercisable. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Coaches 101 A NJ Nonprofit's primary Trading Market with respect to the Meme Art and Meme Stock as in effect on the date of delivery of the Notice of Exercise;

- (v) Delivery of New Warrants Upon Exercise. If this Call Warrant shall have been exercised in part, the Coaches 101 A NJ Nonprofit shall, at the request of a Holder and upon surrender of this Call Warrant certificate, at the time of delivery of the Call Warrant's Meme Art or Meme Stocks, deliver to the Holder a new Call Warrant evidencing the rights of the Holder to purchase the unpurchased Call Warrant's Meme Art or Meme Stocks called for by this Call Warrant, which new Call Warrant shall in all other respects be identical with this Call Warrant;
- (vi) Rescission Rights. If Coaches 101 A NJ Nonprofit fails to cause the Transfer Agent to transmit to the Holder the Call Warrant's Meme Art and Meme Stock pursuant to Section 2(d)(i) by the Call Warrant's Meme Art and Meme Stock Delivery Date, then the Holder will have the right to rescind such exercise;
- (vii) Compensation for Buy-In on Failure to Timely Deliver Call Warrant Meme Art or Meme Stocks Upon Exercise. In addition to any other rights available to the Holder, if Coaches 101 A NJ Nonprofit fails to cause the Transfer Agent to transmit to the Holder the Call Warrant's Meme Art or Meme Stocks in accordance with the provisions of Section 2(d)
- (viii) above pursuant to an exercise on or before the Call Warrant's Meme Art and Meme Stock Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such

exercise (a “Buy-In”), then Coaches 101 A NJ Nonprofit shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder’s total purchase price (including brokerage commissions, if any) for the shares of Meme Art and Meme Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Call Warrant’s Meme Art and Meme Stock that Coaches 101 A NJ Nonprofit was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Call Warrant and equivalent number of Call Warrant’s Meme Art and Meme Stock for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Meme Art and Meme Stock that would have been issued had the Coaches 101 A NJ Nonprofit timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of shares of Meme Art and Meme Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence Coaches 101 A NJ Nonprofit shall be required to pay the Holder \$1,000. The Holder shall provide Coaches 101 A NJ Nonprofit a written notice indicating the amounts payable to the Holder in respect of the Buy- In and, upon request of the Coaches 101 A NJ Nonprofit, evidence of the amount of such loss. Nothing herein shall limit a Holder’s right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Coaches 101 A NJ Nonprofit’s failure to timely deliver shares of Meme Art and Meme Stock upon exercise of the Call Warrant as required pursuant to the terms hereof.

- (ix) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Call Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, “The Company” shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.
- (x) Charges, Taxes and Expenses. Issuance of Call Warrant’s Meme Art and Meme Stock shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Call Warrant’s Meme Art and Meme Stock, all of which taxes and expenses shall be paid by “The Company,” and such Call Warrant’s Meme Art and Meme Stock shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Call Warrant’s Meme Art and Meme Stock are to be issued in a name other than the name of

the Holder, this Call Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and “The Company” may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. “The Company” shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Call Warrant’s Meme Art and Meme Stock.

- (xi) Closing of Books. “The Company” will not close its stockholder books or records in any manner which prevents the timely exercise of this Call Warrant, pursuant to the terms hereof.
- (xii) Holder’s Exercise Limitations. “The Company” shall not effect any exercise of this Call Warrant, and a Holder shall not have the right to exercise any portion of this Call Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder’s Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder’s Affiliates (such Persons, “Attribution Parties”), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below).
- (xiii) For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Call Warrant Meme Art and Meme Stock issuable upon exercise of this Call Warrant with respect to which such determination is being made, but shall exclude the number of shares of Meme Art and Meme Stock which would be issuable upon;
 - i. (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and;
 - ii. (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of “The Company” (including, without limitation, any other Meme Art and Meme Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this: Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in

accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Call Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Call Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Coaches 101 A NJ NonProfit shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Meme Art and Meme Stock, a Holder may rely on the number of outstanding shares of Common Meme Art and Meme Stock as reflected in;

- (xiv) (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be;
- (xv) (B) a more recent public announcement by the Company or
- (xvi) (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares for Meme Art and Meme Stocks outstanding. Upon the written or oral request of a Holder, the Company shall within one Trading Day confirm orally and in writing to the Holder the number of shares of Meme Art and Meme Stock then outstanding. In any case, the number of outstanding shares of Meme Art and Meme Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Call Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be [4.99%] [9.99%] of the number of shares of the Meme Art and Meme outstanding immediately after giving effect to the issuance of shares of MEME Art and Meme Stock issuable upon exercise of this Call Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Meme Art and Meme Stock outstanding immediately after giving effect to the issuance of shares of Meme Art and Meme Stock upon exercise of this Call Warrant held by the Holder and the provisions of this Section 2(e) shall continue

to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

- (xvii) f) Call Provision. Subject to the provisions of Section 2(e), Section 2(f) and this Section 2(g), if, after the Effective Date, (i) the VWAP for each of 10 consecutive Trading Days (the “Measurement Period,” which 10 consecutive Trading Day period shall not have commenced until after the Effective Date) exceeds \$10.00 (subject to adjustment for forward and reverse stock splits, recapitalizations, stock dividends and the like after the Initial Exercise Date), (ii) the average daily volume for such Measurement Period exceeds \$100,000 per Trading Day and (iii) the Holder is not in possession of any information that constitutes, or might constitute, material non-public information which was provided by Coaches 101 A NJ Nonprofit, any of its Subsidiaries, or any of their officers, directors, employees, agents or Affiliates, then the Company may, within 1 Trading Day of the end of such Measurement Period, call for cancellation of all or any portion of this Warrant for which a Notice of Exercise has not yet been delivered (such right, a “Call”) for consideration equal to \$.01 per Warrant Share. To exercise this right, the Company must deliver to the Holder an irrevocable written notice (a “Call Notice”), indicating therein the portion of unexercised portion of this Call Warrant to which such notice applies. If the conditions set forth below for such Call are satisfied from the period from the date of the Call Notice through and including the Call Date (as defined below), then any portion of this Warrant subject to such Call Notice for which a Notice of Exercise shall not have been received by the Call Date will be cancelled at 6:30 p.m. (New York City time) on the tenth Trading Day after the date the Call Notice is received by the Holder (such date and time, the “Call Date”). Any unexercised portion of this Warrant to which the Call Notice does not pertain will be unaffected by such Call Notice. In furtherance thereof, the Company covenants and agrees that it will honor all Notices of Exercise with respect to Call Warrant’s Meme Art and Meme Stock subject to a Call Notice that are tendered through 6:30 p.m. (New York City time) on the Call Date. The parties agree that any Notice of Exercise delivered following a Call Notice which calls less than all the Call Warrants shall first reduce to zero the number of Call Warrant’s Shares subject to such Call Notice prior to reducing the remaining Warrant Shares available for purchase under this Warrant. For example, if (A) this Warrant then permits the Holder to acquire 100 Warrant Shares, (B) a Call Notice pertains to 75 Warrant

Shares, and (C) prior to 6:30 p.m. (New York City time) on the Call Date the Holder tenders a Notice of Exercise in respect of 50 Warrant Shares, then (x) on the Call Date the right under this Warrant to acquire 25 Warrant Shares will be automatically cancelled, (y) the Company, in the time and manner required under this Warrant, will have issued and delivered to the Holder 50 Warrant Shares in respect of the exercises following receipt of the Call Notice, and (z) the Holder may, until the Termination Date, exercise this Warrant for 25 Warrant Shares (subject to adjustment as herein provided and subject to subsequent Call Notices). Subject again to the provisions of this Section 2(g), the Company may deliver subsequent Call Notices for any portion of this Warrant for which the Holder shall not have delivered a Notice of Exercise. Notwithstanding anything to the contrary set forth in this Warrant, the Company may not deliver a Call Notice or require the cancellation of this Warrant (and any such Call Notice shall be void), unless, from the beginning of the Measurement Period through the Call Date, (1) the Company shall have honored in accordance with the terms of this Warrant all Notices of Exercise delivered by 6:30 p.m. (New York City time) on the Call Date, and (2) the Registration Statement shall be effective as to all Warrant Shares and the prospectus thereunder available for use by the Holder for the resale of all such Warrant Shares, and (3) the Common Stock shall be listed or quoted for trading on the Trading Market, and (4) there is a sufficient number of authorized shares of Common Stock for issuance of all Securities under the Transaction Documents, and (5) the issuance of the shares shall not cause a breach of any provision of Section 2(e) or Section 2(f) herein.

- (xviii) The Company's right to call the Warrants under this Section 2(g) shall be exercised ratably among the Holders based on each Holder's initial purchase of Warrants.

- (xix) Section 3. Certain Adjustments. a) Stock Dividends and Splits. If the Company, at any time while this Call Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Meme Art and Meme Stock or any other equity or equity equivalent securities payable in shares of Meme Art and Meme Stock (which, for avoidance of doubt, shall not include any shares of Meme Art and Meme Stock issued by the Company upon exercise of this Call Warrant), (ii) subdivides outstanding shares of Meme Art and Meme Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Meme Art and Meme Stock into a smaller number of shares or (iv) issues by reclassification of shares of the Meme Art and Meme Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Meme Art and Meme Stock (excluding treasury shares, if any)

outstanding immediately before such event and of which the denominator shall be the number of shares of Meme Art and Meme Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Call Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification. b) Subsequent Equity Sales. If the Company or any Subsidiary thereof, as applicable, at any time while this Warrant is outstanding, shall sell or grant any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Meme Art and Meme Stock or Meme Art or Meme Stock Equivalents, at an effective price per share less than the Exercise Price then in effect (120% of such lower price, the “Base Share Price” and such issuances collectively, a “Dilutive Issuance”) (it being understood and agreed that if the holder of the Meme Art and Meme Stock or Meme Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Meme Art and Meme Stock at an effective price per share that is less than the Exercise Price, such issuance shall be deemed to have occurred for less than the Exercise Price on such date of the Dilutive Issuance at such effective price), then simultaneously with the consummation of each Dilutive Issuance the Exercise Price shall be reduced and only reduced to equal the Base Share Price, provided that the Base Share Price shall not be less than \$1.40 (subject to adjustment for forward and reverse splits and the like).

- (xx) Such adjustment shall be made whenever such Meme Art and Meme Stock or meme Art and Meme Stocks Equivalents are issued. Notwithstanding the foregoing, no adjustments shall be made, paid or issued under this Section 3(b) in respect of an Exempt Issuance or interest payments under the Debentures. The Company shall notify the Holder, in writing, no later than the Trading Day following the issuance or deemed issuance of any Meme Art and Meme Stock or Meme Art or Meme Stock Equivalents subject to this Section 3(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the “Dilutive Issuance Notice”). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 3(b), upon the occurrence of any Dilutive Issuance and in the event of an exercise of this Warrant, the Holder is

entitled to receive a number of Warrant Shares based upon the Base Share Price regardless of whether the Holder accurately refers to the Base Share Price in the Notice of Exercise. If the Company enters into a Variable Rate Transaction, despite the prohibition thereon in the Purchase Agreement, the Company shall be deemed to have issued Meme Art and Meme Stock or Meme Stock Equivalents at the lowest possible conversion or exercise price at which such securities may be converted or exercised. c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Meme Art or Meme Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Meme Art or Meme Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Meme Art or Meme Stock acquirable upon complete exercise of this Call Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Meme Art or Meme Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Meme Art or Meme Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

(xxi) d) Pro Rata Distributions. During such time as this Call Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Meme Art or Meme Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Meme Art or Meme Stock acquirable upon complete exercise of this Call Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is

taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Meme Art or Meme Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Meme Art or Meme Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

- (xxii) e) Fundamental Transaction. If, at any time while this Call Warrant is outstanding,
- i. the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person,
 - ii. the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions,
 - iii. any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Meme Art or Meme Stock,
 - iv. the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Meme Art or Meme Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or
 - v. the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Meme Art or Meme Stock (not including any shares of Meme Art or Meme Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"),

then, upon any subsequent exercise of this Call Warrant, the Holder shall have the right to receive, for each Call Warrant' Meme Art or Meme Stock that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) or Section 2(f) on the exercise of this Call Warrant), the number of shares of Meme Art or Meme Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) or Section 2(f) on the exercise of this Call Warrant).

- (xxiii) For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Meme Art or Meme Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Call Warrant's Meme Art or Meme Stock following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event of a Fundamental Transaction, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction, purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black and Scholes Option Pricing Model obtained from the "OV" function on Bloomberg, L.P. ("Bloomberg") determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg as of the Trading Day immediately following the public announcement of the

applicable Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (D) a remaining option time equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds within five Business Days of the Holder's election (or, if later, on the effective date of the Fundamental Transaction). The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Call Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Call Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Meme Art and Meme Stock acquirable and receivable upon exercise of this Call Warrant (without regard to any limitations on the exercise of this Call Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Meme Art and Meme Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Call Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Call Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

- (xxiv) f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Meme Art or Meme Stock deemed to be issued and outstanding as of a given date

shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(xxv) g) Notice to Holder.

- i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.
- ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Meme Art or Meme Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Meme Art or Meme Stock, (C) the Company shall authorize the granting to all holders of the Meme Art or Meme Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Meme Art or Meme Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Call Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Meme Art or Meme Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Meme Art or Meme Stock of record shall be entitled to exchange their shares of the Meme Art or Meme Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange;

provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Call Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

(xxvi) Section 4. Transfer of Warrant.

- a. Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement, this Call Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Call Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Call Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Call Warrant or Call Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Call Warrant evidencing the portion of this Warrant not so assigned, and this Call Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Call Warrant to the Company unless the Holder has assigned this Call Warrant in full, in which case, the Holder shall surrender this Call Warrant to the Company within three (3) Trading Days of the date the Holder delivers an assignment form to the Company assigning this Warrant full. The Call Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Call Warrant's Meme Art or Meme Stock without having a new Call Warrant issued.
- b. New Warrants. This Call Warrant may be divided or combined with other Call Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Call Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record

is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Meme Art or Meme Stock of record shall be entitled to exchange their shares of the Meme Art or Meme Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Call Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

(xxvii) Section 4. Transfer of Warrant.

- a. Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement, this Call Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Call Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Call Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Call Warrant or Call Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Call Warrant evidencing the portion of this Call Warrant not so assigned, and this Call Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Call Warrant to the Company unless the Holder has assigned this Call Warrant in full, in which case, the Holder shall surrender this Call Warrant to the Company within three (3) Trading Days of the date the Holder delivers an assignment form to the Company assigning this Call Warrant full. The Call Warrant, if properly assigned in accordance herewith, may be exercised by a new holder

for the purchase of Call Warrant's Meme Art or Meme Stock without having a new Call Warrant issued.

- b. New Warrants. This Call Warrant may be divided or combined with other Call Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Call Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Call Warrant or Call Warrants in exchange for the Call Warrant or Call Warrants to be divided or combined in accordance with such notice. All Call Warrants issued on transfers or exchanges shall be dated the Initial Exercise Date and shall be identical with this Call Warrant except as to the number of Call Warrant's Meme art or Meme Stock issuable pursuant thereto.
- c. Call Warrant Register. The Company shall register this Call Warrant, upon records to be maintained by the Company for that purpose (the "Call Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Call Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.
- d. Transfer Restrictions. If, at the time of the surrender of this Call Warrant in connection with any transfer of this Call Warrant, the transfer of this Call Warrant shall not be either
 - i. registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or
 - ii. eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Call Warrant, as the case may be, comply with the provisions of Section 5.7 of the Purchase Agreement.
- e. Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Call Warrant and, upon any exercise hereof, will acquire the Call Warrant's Meme Art or Meme Stock issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Call Warrant's Meme Art or Meme Stock or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

- f. No Rights as Stockholder Until Exercise. This Call Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.
- g. Loss, Theft, Destruction or Mutilation of Call Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Call Warrant or any stock certificate relating to the Call Warrant's Meme Art or Meme Stock, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Call Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Call Warrant or stock certificate, if mutilated, the Company will make and deliver a new Call Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Call Warrant or stock certificate.
- h. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

Authorized Shares.

The Company covenants that, during the period the Call Warrant is outstanding, it will reserve from its authorized and unissued Meme Art or Meme Stock a sufficient number of shares to provide for the issuance of the Call Warrant's Meme Art or Meme Stock upon the exercise of any purchase rights under this Call Warrant. The Company further covenants that its issuance of this Call Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Call Warrant's Meme Art or Meme Stock upon the exercise of the purchase rights under this Call Warrant. The Company will take all such reasonable action as may be necessary to assure that such Call Warrant's Meme Art or Meme Stock may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Meme Art or Meme Stock may be listed. The Company covenants that all Call Warrant's Meme Art or Meme Stock which may be issued upon the exercise of the purchase rights represented by this Call Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Call Warrant's Meme Art or Meme Stock in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Call Warrant against impairment. Without limiting the generality of the foregoing, the Company will

- (i) not increase the par value of any Call Warrant's Meme Art or Meme Stock above the amount payable therefor upon such exercise immediately prior to such increase in par value,
- (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Call Warrant's Meme Art or Meme Stock upon the exercise of this Call Warrant and
- (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Call Warrant.

Before taking any action which would result in an adjustment in the number of Call Warrant's Meme Art or Meme Stock for which this Call Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

- (i) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Call Warrant shall be determined in accordance with the provisions of the Purchase Agreement.
- (ii) Restrictions. The Holder acknowledges that the Call Warrant's Meme Art or Meme Stock acquired upon the exercise of this Call Warrant, if not registered and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.
- (iii) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

- (iv) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.
- (v) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Call Warrant to purchase Call Warrant's Meme Art or Meme Stock, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Meme Art or Meme Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.
- (vi) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Call Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Call Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.
- (vii) Successors and Assigns. Subject to applicable securities laws, this Call Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Call Warrant are intended to be for the benefit of any Holder from time to time of this Call Warrant and shall be enforceable by the Holder or holder of Call Warrant's Meme Art or Meme Stock.
- (viii) Amendment. This Call Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.
- (ix) Severability. Wherever possible, each provision of this Call Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Call Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Call Warrant.
- (x) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

IN WITNESS WHEREOF, the Company has caused this Call Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

Coaches 101 A NJ Nonprofit .

By: Peggy Dyer
Name: Peggy Dyer
Title:

NOTICE OF EXERCISE

TO:
Coaches 101 A NJ Nonprofit

(1)

The undersigned hereby elects to purchase 100 Call Warrant Shares of the Company via Angel Investor, to be donated pursuant to the terms of the attached Call Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes to the personal account of The Angel Investor, if any.

(2)

Payment shall take the form of (check applicable box):

in lawful money of the United States; or

if permitted the cancellation of such number of Call Warrant's Meme Art or Meme Stock as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Call Warrant with respect to the maximum number of Call Warrant's Meme Art or Meme Stock purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3)

Please issue said Call Warrant's Meme Art or Meme Stock in the name of the undersigned or in such other name as is specified below:

McCormick

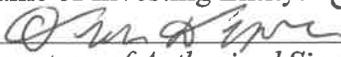
The Call Warrant's Shares shall be delivered to the following Money Market Account Number:

Investor Bank
221272031
1001501727

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: Omar Dyer


Signature of Authorized Signatory of Investing Entity:

Omar Dyer
Name of Authorized Signatory:

Angel Investor

Title of Authorized Signatory: 8/8/2021

Date: _____

EXHIBIT B

ASSIGNMENT FORM

(To assign the foregoing Call Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Call Warrant and all rights evidenced thereby are hereby assigned to

Name: Omar Dyer

(Please Print)

Address: 275 Liberty Ave Jersey City NJ 07307

(Please Print)

Phone Number: (201) 539-~~25~~5925

Email Address: OmarDyer@gmail.com

Dated: 8/8/21, _____

Holder's Signature: *Omar Dyer*

Holder's Address: 275 Liberty Ave Apt 2
Jersey City NJ 07307

