

BK OF TX
FUNDS TRANSFER NOTIFICATION

JAYNEZ INVESTMENTS, LP
2600 E SOUTHLAKE BLVD
STE 120-150

SOUTHLAKE, TX 76092-

To: JAYNEZ INVESTMENTS, LP

This funds transfer was sent on 05/16/2022, for \$50,000.00.
The funds have been DEBITED from account # *****3480.

Sender:

Name: BK OF TX
ABA # : 111014325
Reference # : 2205161014414UY5
Received from :
By Order Of : JAYNEZ INVESTMENTS, LP
Fed Reference # : 20220516J3Q5021C001049

Receiver:

Name : FIRST UNITED BK
ABA # : 111911321

Intermediary Bank :

Beneficiary : TANGIBLE TRADING CO
Beneficiary Account : *****5525

Beneficiary Bank :

Reference for Beneficiary :

Originator to Beneficiary :

Bank to Bank Information :

Instructing Bank :

TANGIBLE TRADING CO.

TANGIBLE TRADING CO.

TERM SHEET
\$100,000 in Convertible Notes
Andrews

This is a summary of certain principal terms of a proposed offering by Tangible Trading Co. (the "**Company**"), of up to \$100,000 in Convertible Promissory Notes (each a "**Note**" and collectively the "**Notes**" and the offering thereof being the "**Convertible Note Offering**"). This summary of terms is not intended to be a binding agreement or a commitment by any person to provide financing or by the Company to issue securities on these or any other terms. A binding agreement or commitment will not exist unless and until definitive agreements have been negotiated, approved, executed and delivered.

Company:	Tangible Trading Co., a Delaware corporation.
Investors:	"Accredited Investors" within the definition of Rule 501 (a) of Regulation D under the Securities Act of 1933, as amended (the " Securities Act ").
Summary of Terms:	<p>Maximum Offering: \$100,000</p> <p>Interest Rate: 10%</p> <p>Maturity Date: 18 months</p> <p>Next Round Conversion Cap: \$10,000,000</p> <p>Maturity Conversion Cap: \$10,000,000</p> <p>Change of Control Conversion Cap: \$10,000,000</p>
Capitalization:	As of its date of incorporation, April 4, 2021, the Company has authorized 10,000,000 shares of common stock of the Company (the " Common Stock ").
Maturity Date:	All principal and accrued interest on the Notes (the " Outstanding Balance ") will be due and payable 18 months from the date the first Note in this Convertible Note Offering is issued by the Company (the " Maturity Date "), unless earlier converted to equity securities of the Company on the terms set forth in the Notes.
Applicable Interest:	Interest shall accrue on all outstanding principal amounts of the Notes at a rate of ten percent (10%) per annum based on a 365-day year. Interest shall not compound. Interest shall be due and payable on the Maturity Date unless the holder of a Note elects to convert the Outstanding Balance of its Note prior to the Maturity Date or the holders of a Majority in Interest of the Investors (greater than 50% of the aggregate Outstanding Balance) elect to convert the Outstanding Balance of the Notes prior to the Maturity Date.

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TANGIBLE TRADING CO.

TANGIBLE TRADING CO.

<p>Conversion Rights:</p>	<p><i>Next Round:</i> If, prior to the Maturity Date, the Company consummates an equity financing pursuant to which it sells equity securities, which are expected to be shares of preferred stock of the Company (the "Preferred Stock"), with an aggregate sales price of not less than \$1,000,000, excluding the Outstanding Balance due under the Notes and proceeds from the issuance of any simple agreements for future equity, and with the principal purpose of raising capital (a "Qualified Financing"), then the Outstanding Balance shall automatically convert into shares of the Company's capital stock at the price obtained by dividing \$10,000,000 by the Company's fully-diluted capitalization immediately prior to the Qualified Financing (the "Discounted Purchase Price"). The number of shares of the Company's capital stock that a holder of a Note shall be entitled to upon conversion of such holder's Note shall be equal to the number obtained by dividing (i) the Outstanding Balance under such Note by (ii) the Discounted Purchase Price (the "Total Number of Shares"). Notwithstanding the foregoing, if the Company sells shares of Preferred Stock in a Qualified Financing, the Company shall have the option to convert the Outstanding Balance under the Notes into a parallel series of Preferred Stock (the "Parallel Series of Preferred Stock") in order to reflect that the original issue price (and other related matters such as dividends and anti-dilution, if applicable) of the Parallel Series of Preferred Stock shall be equal to or otherwise reflect the Discounted Purchase Price.</p> <p><i>Maturity:</i> In the event that any Notes have not been converted prior to the Maturity Date, the Outstanding Balance under such Notes may be converted at the Maturity Date, at the option of a Majority in Interest of Investors, into that number of shares of Common Stock determined by dividing the Outstanding Balance due under the Notes by the price per share of Common Stock equal to the quotient obtained by dividing \$10,000,000 by the Company's fully-diluted capitalization.</p>
<p>Change of Control:</p>	<p>If, prior to the Maturity Date, there is a sale of all or substantially all of the Company's assets, or there is an acquisition of the Company by another entity by means of a merger or other transaction resulting in a transfer of more than 50% of the voting control (a "Change of Control Transaction"), and provided the Notes have not previously converted into equity of the Company, the Holder shall have the option to (1) receive the Outstanding Balance, payable immediately prior to the Change of Control, or (2) convert the Outstanding Balance into shares of Common Stock immediately prior to the closing date of any such Change of Control Transaction. Each Note shall convert into that number of shares of Common Stock of the Company determined by dividing the Outstanding Balance due under such Note by the price equal to the lesser of: (a) the price per share of Common Stock of the Change of Control Transaction or (b) the price obtained by dividing \$10,000,000 by the Company's fully-diluted capitalization immediately prior to the Change of Control Transaction.</p>
<p>Subordination:</p>	<p>The Notes are unsecured obligations of the Company. All liabilities of the Company under the Notes shall be expressly subordinate to all senior indebtedness of the Company (there is none at this time).</p>



TANGIBLE TRADING CO.

Prepayment:	The Company may not prepay any or all of the Outstanding Balance under the Notes at any time without the prior written consent of the holders of at least 50% of the aggregate Outstanding Balance of all Notes.
Transfer Restrictions:	The Notes will not be transferable without the prior written consent of the Company. The Notes and the securities into which the Notes are convertible will be "restricted securities" under the Securities Act, and may be resold only pursuant to registration under the Securities Act or an exemption therefrom. The Notes and any securities into which the Notes are convertible will bear appropriate restrictive legends reflecting applicable restrictions on their transferability.
Conditions to Issuance:	The issuance of the Notes shall be conditioned upon and subject to the approval of the terms of the Notes by the Company.
Representations and Warranties:	The Notes between each Investor and the Company will contain representations, warranties and covenants by the Company typical for a transaction of this type.
Expenses of Offering:	Each party shall pay their own expenses related to this Convertible Note Offering.
Opportunities for Inquiry:	The Company will give each Investor an opportunity to ask questions and to receive answers concerning any aspect of this Convertible Note Offering and to obtain any additional information, including the Company's most recent business plan. Each Investor may be asked to execute a confidentiality agreement with respect to the Company's confidential and proprietary information prior to reviewing any documents or agreements.

DocuSigned by:

Troy Andrews

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7/27/2022

DocuSigned by:

Jason Stockstill

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7/27/2022

