

E-COUP L.C.A., LIMITED COOPERATIVE ASSOCIATION, D.B.A. “WHITE BUFFALO CO-OP” INTRODUCTION, BYLAWS WITH WHITE PAPER INSERTS

April 21ST, 2019 and as Revised on August 10th, 2019 and November 10th, 2019.

INTRODUCTION, E-COUP L.C.A., (d.b.a. White Buffalo Co-op), THE TRIBAL RESERVE SYSTEM, A DATA COMPANY AND INCUBATOR COALITION WITH ETHICAL AND SUSTAINABLE SELF-GOVERNANCE PROCESSES AND A DIGITAL ASSET SERIES-TRAK\$:

Since 1996, a dedicated group of attorneys and technology developers has been steadily working on an ethical and sustainable, self-governance project to use cooperative associations, federal and state laws, tribal sovereignty, government relations, financial technologies, and blockchain to create the Tribal Reserve System. With the emergence of blockchain and distributed ledger technology assets (DLTA), we began to explore and formulate a series of digital assets we call “TRAK\$” as a store of stable value, backed by the U.S. Dollar and with programmable functions. Since 2013, we have been researching the capabilities and analyzing the defects within the cryptocurrency asset class and social media platforms. The TRAK\$ series and www.buffalotraks.com are the culmination of combining an existing intertribal financial system with a data company coalition, and what we hope are the best functional, legal, technological practices and developmental processes in correcting the shortcomings we have observed within the data company, cryptocurrency and social media industries.

The existing intertribal financial system was established in 2000, as a cooperative association and is the Indigenous Nations Tribal Reserve (INTR) and stands as the controlling entity over various tribal and state-chartered cooperative associations, limited liability companies and limited cooperative associations, which make up the Tribal Reserve System. The federal laws which authorize the Tribal Reserve System are found in the Oklahoma Indian Welfare Act (OIWA) and the Native American Business Development, Trade Promotion and Tourism Act (NABDA).

OIWA-25 USC §5204. Cooperative associations; charter; purposes; voting rights. Any ten or more Indians, as determined by the official tribal rolls, or Indian descendants of such enrolled members, or Indians as defined in the Act of June 18, 1934 (48 Stat. 984) [25 U.S.C. 5101 et

seq.], who reside within the State of Oklahoma in convenient proximity to each other may receive from the Secretary of the Interior a charter as a local cooperative association for any one or more of the following purposes: Credit administration, production, marketing, consumers' protection, or land management. The provisions of this chapter, the regulations of the Secretary of the Interior, and the charters of the cooperative associations issued pursuant thereto shall govern such cooperative associations: Provided, that in those matters not covered by this chapter, regulations, or charters, the laws of the State of Oklahoma, if applicable, shall govern. In any stock or nonstock cooperative association no one member shall have more than one vote, and membership therein shall be open to all Indians residing within the prescribed district. (June 26, 1936, ch. 831, §4, 49 Stat. 1967.)

The Oklahoma Limited Cooperative Association Act (OKLCAA) is such an Oklahoma law which covers matters outside of the OIWA and that law undergirds the the White Buffalo Co-op. This new type of cooperative allows great flexibility and these bylaws have been very carefully made to conform with the OKLCAA.

At this juncture, the Co-op Patrons and the Tribal Reserve are ready to advance a self-governing system to allow others to examine our work. We want others in both the public and private sectors to assist in advancing and cooperating with us by taking ownership, creating businesses and by perfecting the Tribal Reserve System. We can all succeed by moving to a higher level, our experiment, in service of the web of humanity and the living things which sustain life.

NABDA-25 U.S.C. §4302. Definitions *In this chapter: (1) Eligible entity The term "eligible entity" means an Indian tribe or tribal organization, an Indian arts and crafts organization, as that term is defined in section 305a of this title, a tribal enterprise, a tribal marketing cooperative (as that term is defined by the Secretary, in consultation with the Secretary of the Interior), or any other Indian-owned business. (2) Indian the term "Indian" has the meaning given that term in section 5304(d) of this title. (3) Indian goods and services the term "Indian goods and services" means— (A) Indian goods, within the meaning of section 305a of this title; (B) goods produced or originated by an eligible entity; and (C) services provided by eligible entities. (4) Indian lands (A) In general the term "Indian lands" includes lands under the definition of— (i) the term "Indian country" under section 1151 of title 18; or (ii) the term "reservation" under— (I) section 1452(d) of this title; or (II) section 1903(10) of this title. (B) Former Indian reservations in Oklahoma For purposes of applying section 1452(d) of this title under subparagraph (A)(ii), the term "former Indian reservations in Oklahoma" shall be construed to include lands that are— (i) within the jurisdictional areas of an Oklahoma Indian tribe (as determined by the Secretary of the Interior); and (ii) recognized by the Secretary of the Interior as eligible for trust land status under part 151 of title 25, Code of Federal Regulations (as in effect on November 7, 2000). (5) Indian-owned business the term "Indian-owned business" means an entity organized for the conduct of trade or commerce with respect to which at least 50 percent of the property interests of the entity are owned by Indians or Indian tribes (or a combination thereof). (6) Indian tribe the term "Indian tribe" has the meaning given that term in section 5304(e) of this title. (7) Secretary The term "Secretary" means the Secretary of Commerce. (8) Tribal enterprise the term "tribal*

enterprise" means a commercial activity or business managed or controlled by an Indian tribe.
(9) Tribal organization the term "tribal organization" has the meaning given that term in section 5304(l) of this title. (Pub. L. 106–464, §3, Nov. 7, 2000, 114 Stat. 2013.)

With the release of the Facebook Libra Whitepaper, we noticed that there were a number of converging similarities with our social media and digital assets initiative designs but the fundamental difference is social responsibility. Our limited co-op association is an indigenous-owned cooperative association pursuant to United States, state and tribal laws. The E-COUP L.C.A. (dba White Buffalo Co-op) is democratized, and the digital asset and store of programmable value, TRAK\$ is backed by the U.S. Dollar deposited in U.S. financial institutions, which are United States regulated. Perhaps most important to the spirit of egalitarianism, all the Co-op Patrons own and control the Co-op pursuant to overlapping federal, state and tribal laws. The Tribal Reserve System is an “eligible entity” to operate as an "Indian-owned business" means an entity organized for the conduct of trade or commerce with respect to which at least 50 percent of the property interests of the entity are owned by Indians or Indian tribes (or a combination thereof). (NABDA supra)

We do not move fast and break things. This August 15th revision of the E-COUP L.C.A. Bylaws is to concede so as to moot the negative response we obtained from the Oklahoma Department of Securities (ODS) on August 9th, 2019, pertaining to our April 2019 request for a “no action” position. That ODS position has been integrated and, consequently, we have completely adjusted our legal, regulatory, financial and organizational perspective and structure to address the ODS conditions. The ODS issues and the Co-op’s offers to compromise are as follows.

DEPARTMENT ISSUE ONE: The value of the Tokens is not fixed.

APPLICANTS’ SUPPLEMENTAL CONDITION: RESERVE WILL FIX, PEG AND MAINTAIN THE VALUE OF ONE TRAK\$>CREDITS TO ONE \$USD, BY DEPOSITING AND MAINTAINING ANY PROCEEDS FROM THE SALE OF TRAK\$>CREDITS WITHIN FEDERALLY INSURED BANKS OR OTHER DEPOSITORY ACCEPTABLE TO THE OKLAHOMA DEPARTMENT OF SECURITIES, OKLAHOMA TAX COMMISSION AND OKLAHOMA BANKING DEPARTMENT.

DEPARTMENT ISSUE ONE A: *It is disclosed that the value will never fall below \$1 USD indicating that the value might exceed \$1 USD.*

APPLICANTS’ SUPPLEMENTAL CONDITION: SEE ABOVE.

DEPARTMENT ISSUE ONE B: *The value of the Tokens will be backed by a wide array of unstable assets, e.g., fiat, precious metals, cryptocurrency, real estate, private equity, stocks and bonds, cannabis, smart contracts and “investments”.*

APPLICANTS’ SUPPLEMENTAL CONDITION: THE RESERVE WILL ONLY MAINTAIN ANY ASSET BACKING IN \$USD WITHIN ACCOUNTS SUITABLE TO THE OTC, ODS AND OKLAHOMA BANKING DEPARTMENT AND WILL HAVE SUFFICIENT USD ASSETS ON DEPOSIT TO REDEEM ANY OUTSTANDING TRAK\$>CREDITS.

DEPARTMENT ISSUE TWO: *There is a lack of emphasis that the Tokens will not be marketed to the public as investments. There does not appear to be a requirement that the purchasers confirm their intent that they are purchasing the Tokens for their own use and not as an investment.*

APPLICANTS' SUPPLEMENTAL CONDITION: E-COUP L.C.A. WILL MAKE COMPLETE DISCLOSURE, EMPHASIZE AND OBTAIN WRITTEN AGREEMENT FROM CO-OP PATRONS THAT THE TRAK\$>CREDITS WILL BE FOR THEIR OWN USE AND NOT TO BE USED FOR SPECULATION OR INVESTMENTS.

DEPARTMENT ISSUE THREE: *The representations regarding the Tokens reflect features generally associated with those of a security, e.g. equitable ownership and voting rights.)*

APPLICANTS' SUPPLEMENTAL CONDITION: THE TRAK\$>CREDITS WILL NOT BE USED IN A MANNER TO REFLECT FEATURES GENERALLY ASSOCIATED WITH THOSE OF SECURITIES NOR ALLOWED TO BE USED FOR VOTING RIGHTS OR EQUITABLE OWNERSHIP IN THE LIMITED COOPERATIVE ASSOCIATION.

DEPARTMENT ISSUE FOUR: *There is no mechanism, for example, an escrow account, for sustaining stable and sufficient funds to meet immediate and total redemption of the Tokens upon their consumptive use.*

APPLICANTS' SUPPLEMENTAL CONDITION: THE RESERVE WILL ESTABLISH MECHANISMS, SUCH AS AN ESCROW ACCOUNT FOR OKLAHOMA PAY>TRACK LLC AND E-COUP L.C.A. PATRONS IN ORDER TO SUSTAIN STABLE AND SUFFICIENT FUNDS TO MEET THE IMMEDIATE AND TOTAL REDEMPTION OF THE TOKENS UPON THEIR CONSUMPTIVE USE.

Our sandbox approach has been to account for the varied legal inputs of multiple jurisdictions like the Oklahoma Department of Securities in constructing our business model and token series designs; but we also rely upon open source in decentralization and disintermediation in governance enabled by distributed ledger technologies. At the same time, the need for hierarchy and some level of control is required to avoid chaos. Anglo-American jurisprudence, the federal system, due process, and legal precedence are good sources for how conflict is balanced and how human and technological problems can be resolved. Legal and equitable principles have informed the Tribal Reserve System progress and design as we have sought guidance from other federal, state and tribal sources of law and regulations.

Determining the TRAK\$ series of digital assets approach places legal analysis and process as the priority principles, applied to use-case, organization and legal issues first, and thereafter, the best practice is to build the technical products and services that fit within the use-case, law and regulations.

ETHICAL PROCESSES, E-COUP LIMITED COOPERATIVE ASSOCIATION (L.C.A.)

GOALS:

- Promote local self-regulating, decentralized economic, ecological and financial processes and systems, which restore peace, prosperity and harmony within communities and social networks in the spirit of the White Buffalo - a Native American legend revealing the vision of ethics, purity, inclusion, hope and sustainability.*
- Further a “Tribal Reserve System and Credit Program” and corresponding legal infrastructures with use-cases and technologies to provide for an array of special-purpose, programmable digital assets (TRAK\$), within comprehensive international, federal, state and tribal government-sponsored and regulated economic and financial development agencies, which allow joint ownership, control and management by the Tribal Reserve, Native Americans, tribal and non-Native Patrons, who are active participants in the Co-op in accordance with the Oklahoma Uniform Limited Cooperative Association Act and the Securities Exchange Act.*
- Sustain and advance the Tribal Reserve System by combining labor, capital, and natural resources in an egalitarian, ethically and ecologically sustainable eco-system to promote and create profitable enterprises, combining advanced technological processes and applications to enable capitalistic and cooperative legal, organizational and business processes and principles.*
- Activate and maintain Tribal Reserve Trust Funds managed by licensed fiduciaries for the purpose of United States Dollars and other United States securities and debt instruments as backing for the value of programmable digital assets (TRAK\$), operating transparently. Trust Funds require regular programmatic audits and real-time reporting based upon generally accepted accounting techniques, and to supply Patrons real-time Tribal Reserve Trust Fund asset disclosures.*
- Provide a process and system of correlated, blockchain-linked, payment and tracking networks for individuals, institutions, businesses and governments, which allow immutable identification, privacy and security using TRAK\$>Credits, a programmable, distributed ledger technology assets (DLTA) issued by the Tribal Reserve.*
- Sponsor incubators for the development of socially responsible technologies and businesses which explore and expand TRAK\$ use-cases, jointly owned by Patron working groups, the Tribal Reserve and the E-Coup Limited Cooperative Association (DBA White Buffalo Co-op).*
- Launch multiple classes and series of \$USD asset-backed DLTA (TRAK\$ and U\$DTR) which are functional and use-case specific, programmable, and stable.*
- Open enrollment and registration to all qualified persons and entities for patronage to allow ownership, active participation, voting power and the Patrons’ contributions of effort and transfer of value for consideration in acquiring HODL>TRAK\$, within the White Buffalo Co-op, organized as a self-regulating legal entity, E-Coup Limited Cooperative Association (L.C.A.).*
- Make available to Patrons, an ethical, socially responsible media platform “www.buffalotraks.com” to assist in uniquely identifying patrons and spreading socially responsible businesses and use-cases for the TRAK\$ digital assets and an E-COUP Digital Village.*
- Establish grass roots and atavistic processes in self-organizing individuals and groups, which have as their purpose the creation of non-controversial, peaceful, constructive, beneficent and harmonious social media communities.*

- Establish Tribal Credit Program branches and “Digital Native Villages” to help organize and raise up rural, indigenous and low-income communities using the TRAK\$ and USDTR classes of TRAK\$, our www.buffalotraks.com socially responsible media platform, and through revenue sharing from the Buffalo Reserve and Tribal Reserve Trusts.
- E-Coup L.C.A., dba White Buffalo Co-op, is the Tribal Reserve subsidiary Co-op which can be joined by any qualified person or entity, no matter their ethnicity, national origin or citizenship. The Co-op has a socially responsible media platform, www.buffalotraks.com, built out of it to work alongside it. The Tribal Reserve, www.buffalotraks.com, and its subsidiaries are all use-cases for TRAK\$. TRAK\$ will have multiple classes of specific programmable tokens with characteristics and labels for performing unique functions.
- Deploy an immutable and sovereign identification (SELF>TRAK\$) for all Patrons based upon blockchain and biometric identification to prevent hacking, spam, phishing, identity theft, fraud, money laundering, tax evasion, and cybercrimes.
- The Tribal Reserve regulates and incubates L.L.C. and L.C.A. subsidiaries, associates and affiliates, which are all designed to be use-cases for TRAK\$.
- Like Facebook’s Libra token, the Co-op goal is to provide a stable digital asset and financial infrastructure for general use; and, more specifically, for the un-banked. But that is where our Co-op’s similarity with Facebook ends. The Co-op seeks governance by permission, consent, and egalitarian participation. Facebook’s operations have been widely criticized for being top down, disruptive, authoritarian, and deceptive. We operate in a circle.
- The Co-op’s governance is transparent, compliant, democratic and joins governments, investors, institutions, lawyers, businessmen, technology developers and Patrons into a system of shared governance, which is a reinforcing, empowerment process and an extension of the common and statutory law.
- Like Bitcoin, the Co-op’s goal is to provide a store of transferable and secure value. But unlike Bitcoin, the Tribal Reserve’s series of White Buffalo tokens are backed by United States Dollars deposited in United States financial institutions. TRAK\$ are all designed to be scalable, instantaneous and stable. TRAK\$ are asset-backed and audited in real time to avoid volatility.
- TRAK\$ are programmable and transfers are reversible. You can only use TRAK\$ within the Tribal Reserve System. United States Dollars Tribal Reserve (USDTR) tokens will be stable, non-programmable and asset-backed and can be offered on external exchanges, pursuant to the approval of the S.E.C.
- More importantly, there is legal recourse to those who hold TRAK\$: with Bitcoin and most all popular cryptocurrencies, there is anarchy and criminality and continuous forks and hacks.
- Since the SEC announcement of the Turn-Key memo in early April 2019, the securities characterization of a given cryptocurrency has become, perhaps, the highest hurdle in evaluating the viability of a token.
- Our TRAK\$ and the Co-op are legally structured to operate within several securities exemptions. The Oklahoma Uniform Limited Cooperative Association Act of 2009, and the Tribal Reserve Act of 2001, allow multiple securities exemptions for TRAK\$ and USDTR. Notwithstanding any obvious or implicit legal securities exemptions, the Reserve’s position is to compromise and obtain the permission of the relevant securities regulators within any jurisdiction which we intend to operate.

- *In a virtual world of disruptors, all moving fast and breaking things, particularly, fair elections, journalism and civil discourse; www.buffalotraks.com is a socially responsible media platform and TRAK\$/USDTR are fundamentally and radically different kinds of digital assets from what has gone before.*
- *The Tribal Reserve's digital assets have been designed methodically within a self-regulating, stabilized, economic development, credit program; and are founded upon perennial ideals of Western egalitarian governance, ethics, due process and jurisprudence.*
- *We will not take from or deceive our Patrons. Patrons own, assert control over, make contributions to, expend effort upon, and help to govern, manage and sustain our Co-op and Tribal Reserve businesses.*
- *Our process will always be that the socially responsible use-case is identified first; then, the relevant laws and regulators are sought and satisfied; and lastly, the appropriate technologies are designed and developed to solve profitably the use-case challenges and to fulfill any legal or regulatory processes or requirements.*

OVERVIEW:

THE TRIBAL RESERVE SYSTEM: HODL>TRAK\$, TRAK\$>CREDITS, PAY>TRAK\$, AND E-COUP L.C.A. (LIMITED COOPERATIVE ASSOCIATION), d.b.a. WHITE BUFFALO CO-OP, ARE COMBINED SYSTEMS AND PROCESSES TO FOCUS CO-OP PATRON EFFORTS DEDICATED TO THE IDENTIFICATION, REGISTRATION, TAXATION, ACCOUNTING, TRADING, TRACKING, PAYMENT AND TRANSFER OF AGRICULTURAL PRODUCTS, SERVICES, GOODS OR OTHER COMMODITIES OR SERVICES

(1) TRAK\$>CREDITS, A STABLE AND PROGRAMMABLE STORE OF \$USD ASSET BACKED VALUE:

The proper characterization for TRAK\$>Credits is a multi-functional, digital asset, which is U.S. Dollar backed and is used as the native store of programmable value by the Tribal Reserve, E-Coup Limited Cooperative Association (L.C.A.) and the state-level PAY>TRAK\$ L.L.C. entities. Understanding TRAK\$>Credits' initial use-case requires recognizing that cannabis is an agricultural commodity. The collection of taxes, product tracking, and making payments on cannabis sales and for industry procurement and services, using the OK PAY>TRAK\$ L.L.C. network and our digital asset TRAK\$>Credits, are our immediate business goals. Prudence and ethics require any securities implications must be considered and the digital asset value maintained based upon the United States Dollar.

(2) NON-SECURITIES STATUS:

In determining securities status of our digital asset, one should measure the relationship of TRAK\$>Credits to the Howie case. Howie is the 1946, SCOTUS precedent-setting case involving a dispute between the S.E.C. and a promoter of an interest in an orange grove, which SCOTUS later determined was not a lease, but a security. The Court found that what you call a property interest is not determinative of what is a security and the securities determination is a matter of substance based on securities law interpretation.

(3) TRAK\$>CREDITS ARE FUNCTIONAL COMMODITIES:

TRAK\$ come in several classes and are labeled accordingly. TRAK\$>Credits operate as a trading medium and are intended to be asset-backed and non-securities. The TRAK\$>Credits are also used as a store of value and operate as a programmable tracking and medium of exchange using PAY>TRAK\$, an electronic fund transfer network. Conceptually, the TRAK\$>Credits property characterization parallels closest to the lease agreement giving an equitable interest in the profits of the orange grove in the Howie case, which SCOTUS found was a security. But from there, the securities characteristics between the two property interests diverge widely, principally because the TRAK\$>Credits require efforts, the Patron affirmatively agrees that they are not holding TRAK\$>Credits with an intent on making a profit or for any speculative intent, and the Patron must work to own TRAK\$>Credits. If you are to acquire HODL>TRAK\$ or TRAK\$>Credits, you must agree to expend a variety of efforts to use, earn and maintain your TRAK\$ series of programmable digital assets. TRAK\$>Credits intended use is as a fungible commodity for consumptive use and are not by definition and use case, securities or held for any speculative purpose. The actual purchasing power of TRAK\$>Credits is expected to go down as the dollar's fiat value reduces vis-à-vis the inflation calculator and the consumer price index. The TRAK\$>Credits cannot be securities because there is absolutely no upside that can be realized from purchasing them. Their value is set to decrease, and any would-be holder loses purchasing value as long as they maintain TRAK\$>Credits in possession.

(4) OK LIMITED COOPERATIVE ASSOCIATION ACT SECURITIES EXEMPTION:

Moreover, TRAK\$>Credits cannot be a security as a matter of law, because any equitable interest that TRAK\$>Credits provide to the E-Coup L.C.A. Patron, as an active participant member, is itself a securities-exempt, equitable interest pursuant to the Limited Cooperative Association Act (L.C.A.A). That is, in addition to its exemption because the E-Coup L.C.A. Patrons must expend efforts as a precondition of TRAK\$>Credits ownership, E-Coup L.C.A. Patrons are involved actively in efforts to make themselves and their limited cooperative association profitable income. The Patron and holder of TRAK\$>Credits making an effort to turn a profit, translates to TRAK\$>Credits not being a security by the definition given in Howie and as provided by the Limited Cooperative Association Act, OIWA and NABDA.

Cooperative principles, that are accepted as distinguishing cooperatives from other forms of business organization. These characteristics are member-user ownership of the cooperative, democratic control (usually meaning one vote per member regardless of how many shares or how much equity owned), payment of patronage dividends based on usage of the cooperative, and limited return on capital, which is usually no more than eight percent. While not generally considered cooperative principles, other common characteristics of cooperatives include the limited or non-transferability of stock and the inability of its stock to appreciate in value. 21 WILLAMETTE L. REV. 225, 243-45 (1985).

(5) HODL>TRAK\$ AND TRAK\$>CREDITS OWNERSHIP REQUIRES EFFORT:

In the Howie “effort” context, we can claim the HODL>TRAK\$ and TRAK\$>Credits owners are required to put out some effort to be considered as having a property interest in E-Coup

L.C.A. or in TRAK\$>Credits. Unlike a lease, which mostly has all the details of the rights and duties of the parties written onto the face of the document, the HODL>TRAK\$ and TRAK\$>Credits holders' rights and duties, as active participating Patron members in the E-Coup L.C.A., are found by referring to the Oklahoma Indian Welfare Act (OIWA), the Native American Trade Promotion, and Tourism, and Business Development Act (NABDA), E-Coup L.C.A. Articles of Organization, the Tribal Reserve Act, the L.C.A. By-laws and the Oklahoma Uniform Limited Cooperative Association Act OK L.C.A.A. a) TRAK\$>Credits are fungible commodities, create duties to supply efforts in the context of patron active participation in the L.C.A., and have very little similarity to anything resembling a security, which by definition only embodies rights to profit for the purchaser to enjoy without requiring any efforts or duties. If a Patron holds on to TRAK\$>Credits, they are sure to lose purchasing power as the dollar's value erodes as a function of continuing inflation, and are thereby no profitable or subject to speculation.

b) TRAK\$>Credits are not purchased for holding with an expectation of a profit, but to serve as a functional and stable store of value, and are for the purchase and sale of cannabis, fiat, commodities, goods, services and for programmable payment/product identification and tracking. Before Patrons can become active participant members in the Co-op, they must agree affirmatively in writing that they are not acquiring the TRAK\$>Credits with the intention of profiting from them or for any speculative purpose.

c) TRAK\$>Credits value is intended to be stable and is pegged and backed with the United States Dollar held in United States regulated, financial institutions.

d) Co-op Patrons must acquire HODL>TRAK\$, which cannot then be traded, but can be redeemed from unallocated profits of the Co-op. HODL>TRAK\$, are certificates of membership in E-Coup Limited Cooperative Association (L.C.A.), represent L.C.A. active participation; and HODL>TRAK\$ are by the terms of the OK L.C.A. and General Corporations Acts, and relevant federal case law and statutes, not securities.

e) HODL>TRAK\$ vesting requires the Patron to expend efforts and to agree to actively participate and promote the profitability, production, management and governance of E-Coup L.C.A. as Patron active participants. Patrons of the E-Coup L.C.A. work for their HODL>TRAK\$ by participating and contributing in marketing, advertising, surveys, recruitment, and on a variety of planning committees, steering committees, working groups and chartered projects. Distributed ledger technology will allow for this decentralized governance model using the Internet as the tool for direct participation and contributions of effort.

(6) SECURITIES REQUIRE EXCLUSIVE EFFORT OF THIRD PARTIES:

The essential holding of the *Howie* case was that a security is an investment of money where there is an expectation of profits through the efforts of a third-party. The investor puts up money, does nothing more and expects someone else expending effort to turn a profit. The S.E.C. said that relationship was a security and SCOTUS agreed. But if the investor in the *Howie* case had invested their money and then gone down to the orange grove each day to water the trees or each month to prune those trees or had they loaned out their tractor with which to cultivate the orchard grounds, the SCOTUS outcome would likely have been different. The Patron who holds an interest in HODL>TRAK\$ has a positive duty to agree to expend efforts and then actually expends efforts as Patrons of the E-Coup L.C.A. Those efforts and duties defeat the application of a securities characterization in the *Howie* context. The manner by which these duties are

exercised is programmatically monitored with another series of programmable TRAK\$: AD>TRAK\$ and TRAK\$>WERX.

(7) CO-OP PATRONAGE REQUIRES EFFORTS TO ACQUIRE BOTH HODL>TRAK\$ AND TRAK\$>CREDITS:

In our scenario, before OK medical marijuana licensees or Native hemp farmers (growers, processors, retailers, and patients) can acquire TRAK\$>Credits, they must first acquire HODL>TRAK\$, and consent to enroll as a Patron member with E-Coup Limited Cooperative Association and agree as a precondition of L.C.A. patronage, that they are not acquiring TRAK\$>Credits for speculative purposes or with the intent of making a profit. Within the context of the OK L.C.A. Act there are both Patron and Investor members, in order to avoid any taint of a characterization as a security. (At this writing, no decision is made to bring in outside investors. We will very carefully seek and verify accredited investor members, if the decision is made to offer a private placement. The Tribal Reserve will dominate that investor member position.) Before membership enrollment and the acquisition of a TRAK\$>Credits can even happen, the applicant must pass a test, expend efforts and give enough data to allow themselves to be enrolled into the E-Coup L.C.A. by having their identification verified under the US Financial Crimes Network (FinCEN) and OK Banking Dep't rules. They must prove who they are, where they live and that they are not money laundering. They must agree that they understand that the acquisition of TRAK\$>Credits is for a fungible purpose, is \$USD backed and for a personal consumptive use and not as an investment to make a profit. After they have made these disclosures and passed the FinCEN tests, they must stipulate to being governed by the terms of these Bylaws. Only after checking the box that they agree to be bound by these Bylaw terms and to arbitrate, will they be able to receive a TRAK\$>Credits. These programmable identification and consent processes qualify the Patrons to purchase and receive TRAK\$>Credits. HODL>TRAK\$ are the evidence of the identity as Co-op Patron (medical marijuana licensee) and/or their certificate of membership in the E-Coup Limited Cooperative Association (L.C.A.) pursuant to the OK L.C.A. Act, the E-Coup L.C.A. Articles of Organization and the Bylaws.

(8) PATRONS MUST PROACTIVELY AND VOLUNTARILY CONSENT TO REFRAINING FROM USING TRAK\$>CREDITS FOR SPECULATIVE PURPOSES AND FOR THE EXPENDITURE OF EFFORTS IN ORDER TO ACQUIRE TRAK\$>CREDITS:

As an aspect of Patron membership in the E-Coup L.C.A. and in accordance with the Articles of Organization and Bylaws, the Patron member has agreed to provide efforts, not speculate with TRAK\$>Credits and to be bound by the terms of those organic documents when they checked the box "I agree" as they were registering for their HODL>TRAK\$ and TRAK\$>Credits linked, ID and they agreed to perform additional efforts of KYC/AML, to get an E-Coup L.C.A., HODL>TRAK\$ membership certificate or to possess TRAK\$>Credits.

(9) PURCHASING TRAK\$>CREDITS IS NOT AN INVESTMENT:

Buying cannabis using TRAK\$>Credits is not an investment, just as buying oranges you are going to eat is not an investment in either dollars, the orange grove or the grocery store.

Enrolling in E-Coup L.C.A. and receiving either HODL>TRAK\$ or TRAK\$>Credits come with the obligation to become an Active Participant/Patron member in E-Coup L.C.A. and to supply efforts to advance the goals and purposes of the limited cooperative association.

(10) HODL>TRAK\$ ARE CERTIFICATES OF MEMBERSHIP AND ARE THE MEASURE OF ACTIVE PARTICIPATION IN THE COOPERATIVE:

The TRAK\$>Credits are variously durable commodities for consumptive use. HODL>TRAK\$ are programmable as certificates of membership denoting ownership in the L.C.A. and participation in governance and distributions of unallocated profits as allowed by the L.C.A. Act, the Bylaws, Articles of Organization and federal and state case law and statutes. TRAK\$>Credits should also serve as a store of value for the acquisition and tracking of cannabis, and later other use cases involving commodities, fiat or precious metals, goods and services which involve payment and tracking. The commodity, TRAK\$>Credits, evidences the right of the E-Coup L.C.A. members to redeem their utility token, TRAK\$>Credits, for \$USD. These membership Bylaws require the Patron member to participate actively in the efforts of the company in many ways which are established in the Bylaws for Patron members' expenditure of efforts. Those efforts are rewarded with AD>TRAK\$ for Patrons assisting in advocacy and marketing- related activities and TRAK\$>WERX for software developers, or those assisting working groups in expanding the infrastructure upon which the system relies and operates. Those TRAK\$ can be redeemed from the Co-op's earned income which is allocated for that purpose pursuant to these Bylaws and the L.C.A. Act.

(11) ACCOUNTING FOR PATRON EFFORTS WITH AD>TRAK\$ AND TRAK\$>WERX:

The efforts Patrons expend can be referrals, community service, survey-taking, software development, marketing, use of their computer memory, data processing power, and data mining, for which they receive micro-payment rewards of HODL>TRAK\$ denominated as either AD>TRAK\$ or TRAK\$>WERX (instead of their personal and private marketing data being stolen. The EU has made illegal, non-consensual data mining by platforms pursuant to the General Data Protection Regulations (GDPR). The Co-op will voluntarily adhere to the GDPR.

(12) REPORTING, MONETIZING AND SELLING PERSONAL DATA AS AN "EFFORT":

The monetization of personal data profits can be shared with E-Coup L.C.A. members, instead of a social media network taking and selling Patrons' personal data to a company like Cambridge Analytics or their Russian "sock puppet" associates. Social media, as we know them, have been disruptive to democracies and societies and have demonstrated they do not always serve as public goods. We seek to combat that evil. The L.C.A. Patron earns benefits and becomes involved in the efforts to monetize their data by selling ads, taking surveys and reporting their data by agreement based upon their seniority tier of participation within the AD>TRAK\$ and TRAK\$>WERX participation rewards protocols. The Patron agrees to participate in the development of www.buffalotraks.com, the Co-op's socially responsible media network.

(13) L.C.A. MEMBERSHIP CERTIFICATES (HODL>TRAK\$) ARE NOT SECURITIES:

Based upon the seniority and tier of participation, the Patron member may give their consent and agree to cooperate in efforts and to have the L.C.A. as his or her agent to sell valuable personal data the advertisers request. The Patron gets paid for their data with HODL>TRAK\$, especially denominated as an AD>TRAK\$ from their trusted E-Coup L.C.A. AD>TRAK\$ is earned income from member efforts and not investment profit returns. To make these profits from AD>TRAK\$ requires of the associate the expenditure of efforts and active participation as a Patron member. These Patron members are actively participating in efforts and contributions to earn income for both themselves and the L.C.A. AD>TRAK\$, and TRAK\$>WERX will programmatically verify and record the efforts, seniority or tier of patronage and will automatically appear as HODL>TRAK\$ in the Patron's TIER>TRAK\$ sub account.

(14) HODL>TRAK\$ ARE GOVERNMENT REGULATED AND ARE CO-OP CREDITS:

HODL>TRAK\$ are first available for Patron acquisition as membership certificates and to perform sweat equity efforts in accordance with the L.C.A. Act and Bylaws. HODL>TRAK\$ can later be converted and monetized in accordance with the Bylaws pursuant to an agreement (Covenant Affecting Future TRAK\$ or CAFT) with the Tribal Reserve, which issues, manages and controls TRAK\$. A weighty and thorough process is addressing the choice of which tech will be used to perform all these functions. In most instances, developers create a technology and then the facts and law are made to stretch around the tech. In TRAK\$ case, the parameters concerning which tech is being required to fulfill the functional and legal requirements are being thoroughly addressed, determined and government approved.

(15) S.E.C. HAS BEEN MOVING THE SECURITIES TARGET:

There are several other mechanisms to defeat any securities characterization of TRAK\$>Credits, which inhere in our actively participatory and barter-based L.C.A. membership criteria. The S.E.C. has had several moving targets, this last one, Turn Key Jet, in early April 2019, is the third we have identified. In every instance our goal is to conform to the guidance of the S.E.C. so that HODL>TRAK\$, USDTR and TRAK\$>Credits are not securities and are legal when we eventually offer TRAK\$>Credits, HODL>TRAK\$ and USDTR or activate the PAY>TRAK\$ network and use the Tribal Reserve System.

(16) E-COUP L.C.A. WILL SOLVE SOCIAL AND ECONOMIC PROBLEMS IN LOW INCOME COMMUNITIES USING TRAK\$ TO AWARD PATRONS:

A primary purpose of E-Coup L.C.A. is to construct an E-COUP Digital Village using the socially responsible media platform (www.buffalotraks.com) and TRAK\$ as the medium of exchange between patrons. HODL>TRAK\$ are used to account for the relationship between the Co-op and the Patron. The Co-op will serve as a resource to identify persistent social, health, economic and ecological problems and to recruit persons as associates and steering committee members. The Co-op can help direct efforts and resources in order to offer solutions by using systematic efforts in organizing Steering Committees and Working Groups, whose members and associates will be rewarded as Patrons and Active Participants for their efforts with specific

HODL>TRAK\$, pursuant to a Covenant Affecting Future Tokens (CAFT), denominated as TRAK\$>WERX or AD>TRAK\$. The rewards are for identifying and overcoming problems as determined in an approved Project Charter and Scope of Work deliverables as is explained below in the Bylaws and “Definitions”.

(17) TRAK\$ GOALS:

- Promote local self-regulating, decentralized economic, ecological and financial systems, which restore peace, prosperity and harmony within indigenous communities and social networks in the spirit of the White Buffalo - a Native American legend revealing the vision of ethics, purity, inclusion, hope and sustainability.
- Further a “Tribal Reserve System and Credit Program” and corresponding legal cooperative infrastructures with use-cases for an array of special-purpose, programmable digital assets (TRAK\$), within a comprehensive government-sponsored and regulated economic and financial development agency, which allow ownership, control and management by the Patrons jointly with the Tribal Reserve.
- Sustain and advance the Tribal Reserve System by combining labor, capital, intellectual property and natural resources in an egalitarian, ethically and ecologically sustainable eco-system to promote and to create profitable enterprises, combining technological applications to advance capitalistic and cooperative legal and business principles.
- Activate and maintain Tribal Reserve Trust Funds managed by licensed fiduciaries for the purpose of backing the value of programmable digital assets (TRAK\$), operating transparently, which Trust Funds require regular programmatic audits and reporting based upon generally accepted accounting techniques, and to supply Patrons real-time Tribal Reserve Trust Fund asset disclosures.
- Provide a system of correlated, blockchain-linked, payment and tracking networks for individuals, businesses and governments, which allow immutable identification, privacy and security using TRAKS>Credits, our programmable, distributed ledger technology assets (DLTA) to be used in conjunction with the socially responsible media platform www.buffalotraks.com.
- Sponsor incubators for the development of socially and ecologically responsible technologies and businesses, which explore and expand TRAK\$ use-cases, jointly owned by Patron working groups, the Tribal Reserve and the E-Coup Limited Cooperative Association (DBA White Buffalo Co-op).
- Launch multiple classes and series of asset-backed DLTA (TRAK\$ and USDTR) which are functional and use-case specific, programmable, and stable.
- Open enrollment and registration to all qualified persons and entities for patronage to allow ownership, active participation, self-governance and the Patrons’ contributions of effort and transfer of value for consideration in acquiring HODL>TRAK\$, doing business as, White Buffalo Co-op, organized as a self-regulating legal entity, E-Coup Limited Cooperative Association (L.C.A.).
- Make available to Patrons, an ethical, social media platform “www.buffalotraks.com” to assist in spreading socially responsible use-cases for the TRAK\$ AND USDTR.
- Establish a grass roots and an atavistic approach to self-organizing individuals and groups, which have as their purpose the creation of a non-controversial, peaceful, constructive, beneficent and harmonious socially responsible media community.

- Establish Tribal Credit Program branches to help organize and raise up rural, indigenous and low-income communities using the TRAK\$ and USDTR classes of TRAK\$ and through revenue sharing from the Buffalo Reserve Trust.
- E-Coup L.C.A., dba White Buffalo Co-op, is the Tribal Reserve subsidiary Co-op which can be joined by any qualified person or entity. The Co-op will have a socially responsible media platform, “www.buffalotraks.com” built into it. The Tribal Reserve and its subsidiaries are all use-cases for TRAK\$ and USD Tribal Reserve (USDTR). TRAK\$ have classes of specific programmable tokens with characteristics and labels for performing unique functions.
- Deploy an immutable and sovereign identification (SELF>TRAK\$) for all Patrons based upon blockchain and biometric identification to prevent hacking, spam, phishing, identity theft, fraud, money laundering, tax evasion, and cybercrimes.
- The Tribal Reserve regulates and incubates subsidiaries, associates and affiliates, which are all designed to be use-cases for TRAK\$ and USDTR.
- Like Facebook’s proposed “Libra”, the Tribal Reserve goal is to provide a stable digital asset and financial infrastructure for general use; and, more specifically, for the unbanked. But that is where the similarity with Libra ends. The Tribal Reserve obtains its authority and seeks governance by permission, consent, and egalitarian participation. Facebook’s operations have been widely rejected and are top down, disruptive, authoritarian, and deceptive.
- The Co-op’s governance is transparent, compliant, democratic and joins governments, investors, lawyers, businessmen, technology developers and Patrons into a system of shared governance, which is an empowerment process and an extension of the common and statutory law.
- Like Bitcoin, the Reserve’s goal is to provide a store of transferable and secure value. But unlike Bitcoin, TRAK\$ are scalable, instantaneous and stable with \$USD backing within United States financial institutions and government approved investments. TRAK\$ are traceable, asset-backed and audited in real time to avoid volatility.
- TRAK\$ are programmable and transfers are reversible. You can only use the class of TRAK\$>Credits within the Tribal Reserve System. USDTR will only be used in outside exchanges subject to S.E.C. approval and it will be stable, non-programmable and \$USD asset backed.
- More importantly, there is legal recourse to those who hold TRAK\$, with Bitcoin, there has always been a high level of anarchy and criminality. The argument is always advance defending this lawless use case, that Bitcoin is no different than cas, which is used in crime. The reality of distributed ledger technology, is that DLT allows for tracking of user identity and could eliminate or help prevent these financial crimes in which both Bitcoin and fiat are used.
- Since the SEC announcement of the Turn Key Jet memo in early April, 2019, the securities characterization of a given cryptocurrency has become, perhaps, the highest hurdle in evaluating the viability of a token launching.
- TRAK\$ and the Co-ops are legally structured to operate within several securities exemptions. The Oklahoma Uniform Limited Cooperative Association Act of 2009, and the Tribal Reserve Act of 2001, allow multiple securities exemptions for TRAK\$ and USDTR, but instead of asserting the exemptions unilaterally, securities regulatory permission is being sought.

- In a virtual world of disruptors, all moving fast and breaking things, particularly, fair elections, journalism and civil discourse; TRAK\$ and USDTR are fundamentally and radically different kinds of cryptocurrencies from what has gone before.
- These digital assets have been designed methodically within a self-regulating, stabilized, economic development, credit program; and upon old-fashioned ideals of Western egalitarian governance, ethics and jurisprudence.
- The Co-op is transparent and will not steal from or deceive its Patrons. Patrons own, assert control over, make contributions to, expend effort upon, and help to govern, manage and sustain the Co-op and Tribal Reserve businesses.
- The policy approach involves best practices and ethical processes, and will always be that the socially responsible use-case is identified first; then, the relevant laws are sought and applied; and lastly, the appropriate technologies are designed and developed to solve profitably and ethically the use-case challenges and to fulfill any legal requirements.

(18) TRAK\$ RECORD:

- TRAK\$>Credits and USDTR will be asset-backed with \$USD, stabilized and will be issued by the Tribal Reserve, but USDTR will only be issued on outside exchanges pursuant to the approval of the S.E.C.
- Based in Oklahoma, the Indigenous Nations Tribal Reserve (INTR or Reserve) was granted an inter-tribal charter to operate a Credit Program in 2001, in accordance with the Oklahoma Indian Welfare Act, the Native American Business Development Act and the Tribal Reserve Act. (25 USC Sections 501 to 506, and 4301 to 4306.)
- In 2002, the U.S. Treasury awarded the Tribal Reserve Credit Program and two of its subsidiaries, a certificate to offer financial services as Community Development Entities in low income communities.
- In 2003, U.S. Department of Agriculture approved two of the Tribal Reserve subsidiaries to operate as revolving loan funds.
- More recently, in March 2019, the Oklahoma Tax Commission authorized a Tribal Reserve subsidiary, Oklahoma PAY>TRAK\$ LLC, to collect and remit the excise taxes from the state's medical marijuana dispensaries.
- On July 10th, 2019, E-Coup L.C.A. filed its Articles of Organization as a Limited Cooperative Association and received a certificate as a Limited Liability Company from the Oklahoma Secretary of State and on November 1st, 2019, the Sac and Fox Nation issued a certificate of limited liability company to Native Agrarian Cooperative (NAC) LLC to resurrect the Indigenous Nations agrarian economy destroyed by colonialism.
- Beginning in April 2019, the Tribal Reserve has been in negotiations with the Oklahoma Department of Securities to have a securities exempt characterization or no action position announced relative to the TRAK\$>Credits offering to the public within the Tribal Reserve System and OK PAY>TRACK LLC, currently, INTR is negotiating with the S.E.C. Fin Hub.

(19) THE PROBLEMS:

- Technological Disruption: The problem has become technology itself, predatory capitalism, monopolies, lacking civil discourse, the failure of integrity and civic responsibility within disruptive technology companies to respect the rule of law, prudent business operations,

ethical capitalism and privacy rights. Hacking, misinformation, identity theft, personal data conversion, centralization, monopolies, financial crimes, tax evasion and technofascism are massive problems threatening society and governments are paralyzed and manipulated by these tech company billionaires.

- **Wealth Disparity:** Another set of problems involves the concentration of wealth in the hands of technology disruptors, the billionaire class, and the failure to offer financial resources to the indigenous and un-banked communities.
- **Cryptocurrency Volatility, Money Laundering, Hacking, Phishing, Forking and Fraud:** Hardly an hour goes by without news of a hacked or insolvent exchange, a securities violation, a fork or a ransomware attack involving cryptocurrencies. The costs of doing business in the crypto world have been to endure financial crimes, Ponzi schemes and confidence games. Crypto and social media are the Wild West with very little recourse if you become a victim and governments have been outpaced by the fast-moving disruptors and con artists.

(20) THE TRAK\$ SOLUTIONS: Disrupting the Disruptors.

- **PAY>TRAK\$ and the Tribal Reserve System** are designed to intercede and to prevent the following: Ponzi schemes, pump and dumps, monopolists, data thieves, hackers, cyber spooks, financial criminals, tax evaders, money launderers and finally- predatory technologies and disruptors.
- Governments, which have the responsibility to regulate businesses' and citizens' interactions, have been slow to pivot to regulate tech or to use the blockchain to enforce the law. The ideal entry point into a multi-sided platform, which exists between the business, consumer and government regulators, is down through the top of the government side of the platform to help establish regulations enforced by technological automation and to more quickly saturate the market.
- The Tribal Reserve is quasi-governmental and has succeeded in building government relations, and in obtaining government authorizations to act in an agency role for state and tribal governments. Our legal team has assisted state and tribal agencies and governments in building regulatory and legal infrastructures to aid in fulfilling essential governmental purposes.
- Through a process of research and consensus, we help to identify the societal problems and then set about to write the law. Thereafter, we design the means to technologically solve the problems that the use-case challenge and law indicate.
- **TRAK\$** initial technological challenge is with a defined use-case inside linked and overlapping cooperative associations, to provide identity protection, payment and tracking solutions to assist local, state, tribal and national governments as a store of programmable payment value and tracking for Co-op Patrons.
- Many cryptocurrencies and tech platforms begin with the launch of a technology and pay little attention to use-case and the laws governing them. In consequence, very many have run into difficulties with securities regulatory authorities or law enforcement and have had civil and criminal lawsuits filed against their sponsors and developers. The Tribal Reserve system is quasi-governmental and is designed to work with governments and not against them.
- **TRAK\$>Credits** are part of a financial infrastructure and ethical processes, the Tribal Reserve System, which is designed to be global, but has humble beginnings to operate locally, by providing a cannabis industry payment and tracking system. **PAY>TRAK\$ LLC** will provide a

digital asset processor and wallet for the highly regulated cannabis industry within the United States, beginning in Oklahoma.

- We have commenced first into Oklahoma and we are beginning to expand into other states. Many states have recently passed laws legalizing cannabis and the United States Congress passed the Hemp Farming Act of 2018, legalizing industrial hemp to be regulated by tribes and states.
- Moreover, the Tribal Reserve goal is to provide payment and tracking financial services to tribal and state-regulated casinos.
- Later, we will go into oil and gas and the government-regulated logistics industries and remittances. These are massive markets, with social media and cryptocurrency markets alone exceeding one trillion dollars.
- The law that governs the Tribal Reserve requires that we use 29% of any profits from the Co-op or its affiliates to assist socially responsible and ecologically sustainable economic and social development, and to provide financial infrastructure for the Indigenous Nations (300 million) and the unbanked (1.7 billion.)

E-COUP L.C.A. (d.b.a. White Buffalo Co-op) DEFINITIONS (as amended August 15th, 2019 and November 10th, 2019):

E-Coup Bylaws and Uniform Limited Cooperative Association Act of 2009 (The ACT)-

- (1) "Active Participant" means a person who is admitted as a Patron Active Participant or Investor Active Participant, or both, in E-Coup L.C.A. and participates in contributions, efforts and projects of the limited cooperative association to expand and grow it in accordance with the L.C.A. Act, the Articles of Organization and these By-laws; and for the planning of the respective committees, working groups or classes to which the Active Participant joins or is assigned. The term does not include a person who has dissociated as an Active Participant. "Active Participant's interest" means the interest of a Patron Active Participant or Investor Active Participant under Section 57 of the L.C.A. Act and is determined by their participation in the possession of first HODL>TRAK\$, and the various TRAK\$>WERX, and AD>TRAK\$ efforts for which they can receive HODL>TRAK\$ as rewards for such efforts.
- (2) "Active Participants' meeting" means an annual Active Participant meeting or special meeting of Active Participants.
- (3) "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control of another.
- (4) "Approval" or "Approved" means a decision made.

(5) “Approved Deliverable” means the final version and contents of any Draft Deliverable approved by a Steering Committee as an Approved Deliverable pursuant to the grant of a Project Charter.

(6) “Associate” means a party that has signed a Project Charter at the Associate level, and that party’s Affiliates, unless that Associate has withdrawn or has been terminated from the Project.

(7) "Board of Directors" means the Board of Directors of the Indigenous Nations Tribal Reserve or INTR; Three INTR Board Directors will be elected by the E-Coup Limited Cooperative Association Active Participating Members, each member has one vote and the equitable basis for voting power, does not pertain to the election of the Board of Directors- one Patron one vote for Board of Directors.

(8) "Bylaws" means the Bylaws found herein and by reference, and integrated within the bylaws are the Indigenous Nations Federal Credit Program (INFCP) Tribal Reserve Act of 2001, (Tribal Reserve/INTR Act) and all INFCP regulations promulgated thereto, and other by-laws specifically adopted in accordance with the E-Coup Articles of Organization. The term includes the Indigenous Nations Federal Credit Program (INFCP) Regulations as amended or restated.

(9) “CAFT” means Covenant Affecting Future TRAK\$ and determines the rights and duties pertaining to the escrow, distribution and release of HODL>TRAK\$, AD>TRAK\$ and TRAK\$>WERX and the seniority tier (TIER>TRAK\$) and other agreements pertaining to the efforts and contributions required as an active participating Patron of E-Coup LCA.

(10) "Contribution", except as used in subsection (c) of Section 97 of the act, means a payment, transfer of HODL>TRAK\$, TRAK\$>Credits, AD>TRAK\$ or TRAK\$>WERX rewards, benefits and efforts that a person provides to E-Coup LCA to become or remain an Active Participant or in the person’s capacity as an Active Participant.

(11) “Contribution of Deliverables” means any Steering Committee Member, Associate, Patron or Investor efforts which further the goals of the L.C.A., or an original work of authorship, including any modifications or additions to an existing work or a scope of work, that the Steering Committee Member, Working Group, Associate, Investor or Patron intentionally submit for inclusion in the Draft Deliverable or Approved Deliverable, which is included in the Draft Deliverable or Approved Deliverable. For the purposes of this definition, “submit” means any form of electronic, oral, or written communication for the purpose of discussing and improving the Draft Deliverable or Approved Deliverable but excluding communication that the Steering Member conspicuously designates in writing as not a contribution.

(12) “Control” means direct or indirect control of more than 50% of the voting rights or decision-making authority.

(13) "Cooperative" means E-Coup Limited Cooperative Association, d.b.a. White Buffalo Co-op, or other entity organized under any cooperative law of any jurisdiction.

(14) "Cooperative Capitalism" avoids predatory capitalism and the monopolistic and techno-fascist tendency to ignore the spirit and rule of law, which centralizes power to pursue only ownership and shareholder rights without concern for political, ecological, economic, social or egalitarian effects. Cooperative capitalism avoids communism or socialism tendencies by placing ecologically sustainable and ethical profits as the highest goals in the context of revenue sharing from profits and the governing documents insulates Co-op governance from politicians, governments, rent seekers and gatekeepers. The categorical imperative and universal maxim of beneficent means and ends are employed in any policies or decision making. What is good for every human and sentient beings are the first principles.

(15) "Designated office" means the office that E-Coup or a foreign cooperative is required to designate and maintain under paragraph (1) of subsection (a) of Section 17 of the Act.

(16) "Director" means one of three E-Coup L.C.A. Directors elected by individual Patrons to that office to serve on the Tribal Reserve (INTR) Board.

(17) "Distribution", except as used in subsection (e) of Section 96 of the Act, means a transfer of HODL>TRAK\$, TRAK\$>Credits, AD>TRAK\$, or TRAK\$>WERX or other property from E-Coup LCA to an Active Participant because of the Active Participant's efforts or financial rights or to a transferee of an Active Participant's financial rights.

(18) "Draft Deliverable" means all versions of a document (except an Approved Deliverable) developed by a Working Group for the purpose of creating, commenting on, revising, updating, modifying, or adding to any document that is to be considered for inclusion in the Approved Deliverable.

(19) "Entity" means a person other than an individual.

(20) "Financial rights" means the right to participate in allocations and distributions of unallocated profits in return for contributions and efforts, as provided in Articles 10 and 12 of the Uniform Limited Cooperative Association Act of 2009, but does not include rights or obligations under a marketing contract governed by Article 7 of the Uniform Limited Cooperative Association Act of 2009.

(21) "Foreign cooperative" means an entity organized in a jurisdiction other than Oklahoma or INFCA Tribal Reserve under a law similar to the Uniform Limited Cooperative Association Act of 2009.

(22) "Governance rights" means the right of an Active Participant to participate in governance of E-Coup L.C.A. as a consequence of the Patron possessing HODL>TRAK\$ in return for contributions of efforts and assets to further the Co-op.

(23) "Investor Active Participant" means an Active Participant that has made an investment contribution to E-Coup L.C.A. and;

A) is not required by the INTR Act, these Articles of Organization or Bylaws to conduct Patronage with the association in the Active Participant's capacity as an Investor Active Participant in order to receive the Active Participant's interest; or

B) is not permitted by the INTR Act, the Articles of Organization or Bylaws to conduct Patronage with the association in the Active Participant's capacity as an Investor Active Participant in order to receive the Active Participant's interest.

(24) E-COUP LCA (Limited Cooperative Association) means the association organized under the Oklahoma Uniform Limited Cooperative Association Act of 2009 and has as its primary interest coordinating a socially responsible media program and to act as a business incubator in order to fulfill more fully the L.C.A. goals. Active Participants will expend efforts and make other contributions for which they will be rewarded HODL>TRAK\$, TIER>TRAK\$, TRAK\$>WERX and AD>TRAK\$, especially monetized, denominated and redeemable pursuant to a CAFT. Active Participant will participate with the Co-op affiliates, individual tribal-state-level or industry-specific PAY>TRAK\$ LLC networks and Tribal Reserve System using TRAK\$>Credits as a medium of exchange between Patrons.

(25) "Organic law" means the statute providing for the creation of an entity or principally governing its internal affairs.

(26) "Organic rules" means the articles of organization and bylaws of E-Coup L.C.A.

(27) "Organizer" means an individual who signs the initial articles of organization.

(28) "Patron Active Participant" means a Member, Associate or Steering Committee Member, who has expended AML and KYC efforts to obtain SELF>TRAK\$, HODL>TRAK\$ and TRAK\$>Credits, has agreed to the Bylaws and who has agreed not to use TRAK\$>Credits for a speculative purpose and is qualified to acquire HODL>TRAK\$ and TRAK\$>Credits. As a Patron he or she has made a contribution of value or efforts and has pledged to continue to perform efforts and contribute value to promote and expand E-Coup L.C.A. and www.buffalotraks.com and;

A) is required by the INTR Act to conduct Patronage and supply efforts for the association in the Active Participant's capacity as a Patron Active Participant in order to receive the Active Participant's interest in HODL>TRAK\$, AD>TRAK\$, or TRAK\$>WERX as rewards for contributing verified efforts; or

B) is permitted by the INTR Act to conduct Patronage and give their efforts for the association in the Active Participant's capacity as a Patron Active Participant in order to receive the Active Participant's interest in the various TRAK\$.

(29) "Patronage" means business transactions as measured in HODL>TRAK\$ (or TIER>TRAK\$, TRAK\$>WERX and AD>TRAK\$ verified effort rewards) between E-Coup

L.C.A. and a person or associate, which entitles the person or associate to receive financial rights based on the verified efforts or contributions they supply, and value or quantity of business done between the limited cooperative association and the person or associate.

(30) "Person" means an associate, individual, corporation, business trust, cooperative, estate, trust, partnership, limited partnership, limited liability company, limited cooperative association, joint venture, association, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

(31) "Principal office" means the principal executive office of E-Coup or foreign cooperative, whether or not in this state.

(32) "Project" means the name of the Project set forth that is established under a Project Charter as a Committee, Steering Committee or Working Group.

(33) "Record", used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form, particularly using distributed ledger technologies.

(34) "Required information" means the information E-Coup L.C.A. is required to maintain under Section 14 of the Oklahoma L.C.A. Act; and, includes the recording of verified efforts of Patrons for the purpose of receiving HODL>TRAK\$, AD>TRAK\$ and TRAK\$>WERX rewards and bonuses.

(35) Reserve or Indigenous Nations Tribal Reserve (INTR) is an intertribal cooperative association, Credit Program and US Treasury-certified Community Development Entity (CDE), which is the platform for the governance of and Active Investor Participation into the E-Coup Limited Cooperative Association. INTR acts as the incubator of subsidiaries and affiliates and issuer for the commodity referred to as TRAK\$>Credits, and rewards such as HODL>TRAK\$, AD>TRAK\$ and TRAK\$>WERX. TRAK\$>Credits operate as a programmable, distributed ledger technology asset to be used for a consumptive purpose by the PAY>TRAK\$ subsidiaries within an electronic fund transfer network and the E-Coup LCA Interchange system.

(36) "Scope of Work" means a description of the deliverables that a given Working Group submits and Steering Committee approves, and the Working Group will develop as set forth in that Working Group's Project Charter.

(37) "Series Agreement" means the agreement that establishes the Series under which a Working Group operates pursuant to a Project Charter under the supervision of a Steering Committee.

(38) "Sign" means, with present intent to authenticate or adopt a record:

A) to execute or adopt a tangible symbol; or

B) to attach to or to be logically associated with the record an electronic symbol, sound, or process.

(39) "State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, Tribe, or any territory or insular possession subject to the jurisdiction of the United States.

(40) "Steering Committee Member" means a party who has formed a cooperative association and signed a Project Charter at the Steering Committee Member level and a Project Charter agreement, and that party's Affiliates, unless that Steering Committee Member has withdrawn or has been terminated from the Project; the Steering Committee supervises the working Group pursuant to the Project Charter.

(41) "Supermajority Vote" means an affirmative vote of no less than 3/4 of Steering Committee Members or Working Group Participants, as applicable, that have attended/participated in at least 50% of the last 4 meetings of the group conducting the vote, where each Steering Committee Member or Working Group Participant will receive only one vote regardless of how many individuals from that Steering Committee participate. To ensure the group is capable of making decisions, the voting requirement for attendance/participation of at least 50% of the last 4 meetings shall be waived if there have not yet been 4 meetings.

(42) TRAK\$- means a distributed ledger technology asset (DLTA) which functions as a programmable commodity and transferable store of value (TRAK\$>Credits), but has the added function and use as being programmable for certificate of membership, (HODL>TRAK\$) verification of efforts, (AD>TRAK\$, TRAK\$>WERX and TIER>TRAK\$) rewards, bonuses, escrow, product and payment tracking, accounting, audits, identification, registration, notice, acknowledgement, and other purposes and functions as required by the Tribal Reserve, Credit Program, affiliated subsidiaries or E-COUP Limited Cooperative Association. TRAK\$>WERX and AD>TRAK\$ are denominated in HODL>TRAK\$ and are the micropayment rewards and bonuses granted to Steering Committee Members, Working Group Members, Patron Active Participants for efforts and contributions made to promote and expand the Co-op. HODL>TRAK\$ are also used to certify membership in E-COUP L.C.A.

In order to obtain a certificate of membership, HODL>TRAK\$ and to unify the efforts of those who would possess USD-backed TRAK\$>Credits, and to become a Patron and Active Participant, he or she must undertake the effort of first, joining E-COUP L.C.A. by obtaining a properly verified clearance (AML/KYC), based upon United States Financial Crimes Enforcement Network (FinCEN) requirements in relation to becoming a qualified customer and Patron in the operations of a money services business. The Patron's HODL>TRAK\$ membership certificate will be obtained through the efforts of acquiring and maintaining ownership of TRAK\$>Credits and a distributed ledger technology-linked SELF>TRAK\$ account, which will serve as any Patron's or Investor's unique blockchain linked account and immutable passport to Co-op virtual citizenship. By Patrons all using blockchain-linked accounts, the combined efforts of all Active Participants in the Co-op, will make identity theft,

phishing and hacking more difficult when Patrons and Investors only deal with other White Buffalo Co-op Patrons and Investors. The same blockchain technology which prevents counterfeiting value can be repurposed to prevent counterfeiting personal identification. Any rules pertaining to the Patrons' or Investors' personal data release will be consensual and established by the White Buffalo Co-op membership, (in consultation with the Technology Committee and General Counsel of the Tribal Reserve), which process will become decentralized because governance then becomes blockchain-linked and governance is thereby distributed.

HODL>TRAKS AND BECOMING A TRAK\$>HODLER:

Before an applicant can get a TRAK\$>Credit, he or she must first become a TRAK\$>HODLER and become registered as a Patron of the Co-op and must verify identity, to be considered to receive a TRAK\$>Credit.

- The HODL>TRAK\$ will represent the personal and immutable identification, evidence ownership and represent Co-op membership certificate and ownership.
- Any Co-op Patron, as a precondition to possessing a SELF>TRAK\$, or to possess any of the other classes of TRAK\$, must agree to the terms of the Co-op Bylaws and the tribal, state and federal laws that regulate cooperative associations.
- Patrons are required to perform various efforts and to make patronage contributions, engaging as an active participant within the Co-op to access the different classes of TRAK\$, which is an intended basis for the TRAK\$ exempt securities characterization. But the first step is acquiring HODL>TRAK\$.
- The first and any subsequent HODL>TRAK\$ are uniquely the Patrons' and determine their identity, ownership quantum and proportion, and active participation in the Co-op in accordance with the Bylaws, the Tribal Reserve Act and the Uniform Limited Cooperative Association Act, which together govern the Co-op.
- HODL>TRAK\$ will be registered using distributed ledger technologies and are merged with Patron identity. Thinking of it in another way: it as if all the value measured in dollars credited to a PAY>TRAK\$ cold storage wallet will have substituted the likeness for George Washington's USD image with the added feature that George on the dollar can be programmed to perform various useful tasks and can speak for you.
- Both the TRAK\$>Credits and HODL>TRAK\$ are programmable.
- The Co-op Patron, as a precondition to possessing HODL>TRAK\$ or TRAK\$>Credits, must agree to acquire any of their different classes of TRAK\$ under the terms of the Co-op Bylaws, which require the Patron to perform various efforts and to make patronage contributions and engage as active participants in the Co-op and for its affiliates in return for additional HODL>TRAK\$.
- The Bylaws can be amended or supplemented by the Co-op Patrons with the concurrence of the Tribal Reserve to take into account changing legal, economic and social circumstances.
- Because the initial TRAK\$ can only be SELF>TRAK\$ or HODL>TRAK\$, one must first apply and qualify to obtain any further TRAK\$, such as TRAK\$>Credits. TRAK\$ can be denominated as different classes of TRAK\$ dependent upon use-case, contribution, seniority or the quantity and quality of effort.

- One cannot simply buy a HODL>TRAK\$, they represent active participation and sweat equity to get a Patron ownership, work project, management or governance position. Efforts are absolutely required of any would-be Co-op Patron to become a TRAK\$>HODLER.
- Those efforts entitle the Patron to receive specific types of TRAK\$ and are detailed in the Co-op Bylaws and elsewhere. These asset characterizations are designed to conform to the various regulations and laws which govern cooperative associations and exempt cooperative association securities.
- The federal case law, the Tribal Reserve Act of 2001, OIWA, NABDA, the Uniform Limited Cooperative Association Act of 2009, and the Co-op Bylaws give the Patron the right to have an ownership interest in the Co-op by acquiring HODL>TRAK\$, to participate using the block chain and to help sustain and create consensus.
- If Patrons want to keep their HODL>TRAKS, they will be required to join in and contribute to help establish, govern and manage the way the Co-op runs.
- A Co-op primary goal is to establish virtual citizenship, identification and a regulatory entity to help protect all Patrons from the perils of cyberspace; and to help everyone flourish cooperatively.

TRAK\$>CREDITS:

- TRAK\$>CREDITS are to be considered as exempt from securities laws, programmatically functional, not speculative investments and require patronage efforts to own within a securities-exempt, limited cooperative association context.
- The Co-op Patron must affirmatively agree to be bound by the Oklahoma Limited Cooperative Association Act of 2009, the Tribal Reserve Act of 2001, and the Co-op Articles of Organization and Bylaws and that they are acquiring TRAK\$>Credits for a consumptive use and not for speculation.
- The Patron commits to contributing efforts and value to obtain rewards and to act as an active participant in acquiring HODL>TRAK\$, which is a condition precedent to obtaining a TRAK\$>Credit.
- TRAK\$>Credits are fungible commodities within the meaning of Oklahoma's Uniform Limited Cooperative Association Act of 2009.
- The Co-op's Articles of Organization and Bylaws create patronage duties to supply efforts and contributions. The first TRAK\$>Credits use-case is directed at the Co-op using the Oklahoma PAY>TRAK\$ (OPT) electronic fund transfer network.
- Thereafter, the Tribal Reserve will set up additional state-level PAY>TRAK\$ network platforms based upon local, tribal and state laws.
- Our Co-op patronage network will likewise be extended into the new states and tribes with legal cannabis allowed, so that cannabis tracking, accounting and purchases can be made, and taxes remitted using TRAK\$>Credits.
- TRAK\$>Credits are not purchased for holding with an expectation of a profit.
- TRAK\$>Credits value is intended to be stable and are pegged to the United States Dollar and every TRAK\$>Credit is backed by an equivalent amount of \$USD deposited into a United States financial institution or other investment suitable to the state and federal securities and banking regulators.

- Possessing TRAK\$>Credits requires the Patron to consent to expend efforts and to agree to actively participate in the management and governance of White Buffalo Coop as Patron active participants.

TRAK\$>Credits will function:

- as a stabilized, asset backed Distributed Ledger Technology Asset (DLTA) for Patrons to use within a limited cooperative association (L.C.A.) network
- to track and record Patron efforts,
- or as a stable store of \$USD backed programmable value,
- used for identification, payment and product tracking,
- tax remittance escrow,
- agricultural product, hemp and medical marijuana licensee registration,
- store of value,
- electronic fund transfer,
- ATM,
- tax remittance accounting (IRS and OTC reporting),
- financial crime identification (FINCen, AML, KYC and SAR)
- goods and services payment purposes,
- but without any representations that the said DLTA is to be used for speculative purposes.
- That the TRAK\$>Credits will not be sold until the OPT platform and the CO-OP are operational and already established.
- None of the proceeds from the sale of the TRAK\$>Credits will be used to capitalize the Reserve, OPT or E-Coup L.C.A.
- This does not preclude the sale of HODL>TRAK\$ to Patrons as membership certificates of the Co-op, as provided by the relevant federal case law, Tribal Reserve Act, L.C.A. Act and Coop Bylaws.
- Moreover, in no event should any of the proceeds from the sale of the TRAK\$>Credits be utilized to fund the OPT platform upon which, or E-Coup L.C.A. network through which it is offered.
- That the issuance and the assets should be managed, stabilized, sequestered, controlled, secured and backed by the Tribal Reserve under licensed fiduciaries oversight.
- The proceeds from the sale of the TRAK\$>Credits should be invested in United States Dollars for asset-backing of TRAK\$>Credits, with a designated proportion of the assets set aside as \$USD within corresponding NACHA and EFT capable corresponding financial institutions, suitable to the Oklahoma Banking Department, SEC and Oklahoma Department of Securities or other concerned state, federal or tribal agencies.
- The Reserve must have Oklahoma Tax Commission compatible, electronic fund transfer capabilities, so as to maintain stability and liquidity, and to allow the efficient redemption and remittance of the stored TRAK\$>Credits value and taxes owed by the Co-op Patrons, without price volatility and to prevent financial crimes.

CLASSES OF PROGRAMMABLE TRAK\$:

- **HODL>TRAK\$**- denotes Co-op ownership, active participation and immutable Patron identification, which are maintained securely in a PAY>TRAK\$ cold wallet and can be acquired by the transfer of effort or contribution of value to the Co-op, or by conversion of other classes of TRAK\$.
- **TRAK\$>CREDITS**- TRAK\$ function as a stable and programmable medium of payment and tracking within PAY>TRAK\$ electronic fund transfer networks, using TRAK\$>CREDITS tokens and PAY>TRAK\$ hot wallets.
- **TIER>TRAK\$**- Programmed to measure the seniority of the Patron and confer enhanced participation and surplus distributions in accordance with Co-op Bylaws and the L.C.A. Act of 2009.
- **AD>TRAK\$**- TRAK\$ which are programmed to measure the reward to Patrons for their marketing, promotional and referral efforts in accordance with the Co-op Bylaws.
- **TRAK\$>WERX**- These TRAK\$ are granted for Patron efforts and contributions in the form of tech development, work projects, computer capacity sharing, distributed ledger validators as is more fully set forth in the Co-op Bylaws.
- **SMAR>TRAK\$**- Specially programmed TRAK\$ which can serve any legitimate function.
- **BOND>TRAK\$**- TRAK\$ programmed as a debt instrument which the bearer can redeem based upon specific terms pursuant to government regulations.
- **CAFT>TRAK\$**- Covenant Affecting Future TRAK\$- HODL>TRAK\$ issued with restrictive covenants attached which are negotiated between Patron and the Tribal Reserve.
- **TAX>TRAK\$**- The Tribal Reserve Credit Program and the Buffalo Reserve Trust make use of U.S. and tribal tax advantages, which are programmable, measured and passed through to Patrons as TAX>TRAK\$ and can be reported for income tax deductibility purposes.
- **TRUST>TRAK\$**- The Tribal Reserve Trust has Patron support trusts which can be denominated and measured using this class of specifically designated programmable TRAK\$.
- **DONOR>TRAK\$**- Patron's rewards for specific tax advantaged donations, bequests or personal/support trusts.
 - **HEMP/BUFF>TRAK\$**- debt or equity credits issued to Patrons who wish to participate in the industrial hemp farming and buffalo ranching programs conducted by the Co-op or its affiliates to process, manufacture and market.

(43) **“UNALLOCATED PROFITS”** means the rights to share in profits or distributions of the limited cooperative association: Each Patron or Investor Active Participant will share in profit distributions proportionate to the extent of their efforts and percentage of ownership interests in the E-COUP Limited Cooperative Association as measured in HODL>TRAK\$, AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX they hold, and by reference to their active participant HODL>TRAK\$ accounting and rewards for the effort they have expended or contributions made in furtherance of their duties and obligations as set forth herein.

(a) The INTR Act, INFCP Regulations or by-laws may provide for allocating profits of E-Coup among Active Participants, among persons that are not Active Participants but conduct business with the association, to an unallocated account, or any combination thereof. Unless the INTR Act otherwise provides, losses of the association must be allocated in the same proportion as profits.

(b) Unless the INTR Act otherwise provides, all profits and losses of E-Coup must be divided between Patron Active Participants and Investor Participants.

(c) If E-Coup has Investor Active Participants, the INTR Act may not reduce the allocation to Patron Active Participants for their efforts to less than fifty percent (50%) of profits. For purposes of this subsection, the following rules apply:

(1) Amounts paid or due on contracts for the delivery to the association by Patron Active Participants of products, goods, services or other efforts are not considered amounts allocated to Patron Active Participants.

(2) Amounts paid, due, or allocated to Investor Active Participants as a stated fixed return on ownership percentage or as a tier or seniority HODL>TRAK\$ reward classification based on seniority, tier, AD>TRAK\$ or TRAK\$>WERX are not considered amounts allocated to Investor Active Participants.

(d) Unless prohibited by the organic rules, in determining the profits for allocation under subsections (a), (b) and (c) of this section, the board of directors may first deduct and set aside a part of the profits to create or accumulate:

(1) An unallocated capital reserve; and

(2) Reasonable unallocated reserves for specific purposes, including expansion and replacement of capital assets; education, training, cooperative development; creation and distribution of information concerning principles of cooperation; and community responsibility.

(e) Subject to subsections (b) and (f) of this section and the organic rules, the board of directors shall allocate the amount remaining after any deduction or setting aside of profits for unallocated reserves under subsection (d) of this section:

(1) To Patron Active Participants in the ratio of each Active Participant's Patronage as measured by HODL>TRAK\$ (AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX rewarded) to the total Patronage of all Patron Active Participants during the period for which allocations are to be made; and

(2) To Investor Active Participants, if any, in the ratio of each investor Active Participant contribution to the total contributions of all Investor Active Participants.

(f) For purposes of allocation of profits and losses or specific items of profits or losses of E-Coup to Active Participants, the Tribal Reserve Act may establish allocation units or methods based on separate classes of Active Participants or, for Patron Active Participants, on class, function, division, district, department, allocation units, pooling arrangements, Active Participants' contributions, or other equitable methods.

(44) "Voting group" means any combination of one or more voting Patron Active Participants in one or more groups, seniority tiers, districts or classes that under the INTR Act or the Uniform Limited Cooperative Association Act of 2009, are entitled to vote and can be counted together collectively on a matter at an Active Participants meeting based upon seniority, tier and equitable ownership of HODL>TRAK\$.

(45) "Voting Active Participant" means an Active Participant that, under the organic law or organic rules, has a right to vote on matters subject to vote by Active Participants under the organic law or organic rules.

(46) "Voting power" means the total current power of Active Participants to vote on a particular matter for which a vote may or is to be taken, generally such voting power is calculated in reference to the percentage of HODL>TRAK\$ a Patron or Working Group Member possesses.

(47) "Working Group" means a working group established under a Project via a Working Group Charter to develop Deliverables within the Scope of Work established as the intended efforts of the Working Group or otherwise the problem addressed and to be solved by the Working Group. Each Working Group must have a Scope of Work, within which efforts and goals are to be defined and their Scope of Work must be approved and monitored by the Steering Committee assigned to that Scope of Work.

(48) "Working Group Participant" means a Steering Committee Member or Associate who has executed a Working Group Charter for a particular Working Group and has been assigned the efforts that will be undertaken by the Steering Committee Member or Associate within the Scope of Work.

E-COUP L.C.A.

LIMITED COOPERATIVE ASSOCIATION

(WHITE BUFFALO CO-OPS)

BYLAWS

FIRST:

(E-COUP L.C.A., DBA eCoup L.C.A. OR WHITE BUFFALO CO-OP, BYLAWS' EXCERPTS, DESCRIPTION AND DISCLOSURES CONCERNING ORGANIZATIONAL, FINANCIAL, ACCOUNTING, MANAGEMENT, SELF-GOVERNANCE, PROMOTIONAL, TECHNOLOGICAL, COMMUNICATIONS, EQUITY CREDITS AND CREDIT SERVICES PROVIDED BY THE ORGANIZATION TO ASSIST DEVELOPERS, PRODUCERS, PROCESSORS AND CONSUMERS AS CO-OP PATRONS.)

The name of the limited cooperative association is E-COUP L.C.A., (d.b.a. eCoup L.C.A. or White Buffalo Co-op), and it is and will be both Investor and Patron member-owned and will further be marketing a socially responsible media platform “www.buffalotraks.com” and a business incubator using a series of digital assets referred to as TRAK\$, and will act for the common good of all sentient beings and to restore the balance of life, ecology, culture and sustainable economic processes. Accordingly, www.buffalotraks.com will be an integral part of the INTR System and will use HODL>TRAK\$ as evidence of membership certification, equity ownership, a store of value, and voting power in the limited cooperative association, and for the further purpose of determining the Patrons' TRAK\$ rewards sub-account (AD>TRAK\$ or TRAK\$>WERX) in relation to the Patron or Investor making contributions, and for their expanding efforts to benefit eCoup L.C.A. and themselves.

(1) In order to obtain a certificate of membership and to unify the efforts of those who would possess commodity-backed TRAK\$>Credits, and to become a Patron and Active Participant, he or she must undertake the effort of first obtaining HODL>TRAK\$ and by joining eCoup L.C.A. through obtaining SELF>TRAK\$, a properly verified clearance (AML/KYC), based upon United States Financial Crimes Enforcement Network (FinCEN) requirements in relation to becoming a qualified customer and Patron in the operations of a money services business. The Patron's membership certificate will be obtained through the efforts of acquiring and maintaining ownership of HODL>TRAK\$ and TRAK\$>Credits and a distributed ledger

technology linked SELF>TRAK\$ (AML/KYC), which will serve as any Patron's or Investor's immutable passport to eCoup membership as an actively participating Co-op Patron. By Patrons all using blockchain-linked accounts, the combined efforts of all Active Participants in eCoup L.C.A., will make identity theft, phishing and hacking more difficult when Patrons and Investors only deal with other eCoup L.C.A. Patrons. The same blockchain technology, which prevents counterfeiting value can be repurposed to prevent counterfeiting personal identification. Any rules pertaining to the Patrons' personal data release will be consensual and established by the E-Coup L.C.A. membership, (in consultation with the Technology Committee and General Counsel of the INTR) which process will be consistent with the E.U.'s General Data Protection Regulations. Participation will become decentralized because governance then becomes blockchain-linked and governance is thereby distributed. Any rules promulgated will be consistent with the federal or state jurisdiction in which the Reserve and L.C.A. operate. Patrons will agree that they will not acquire TRAK\$>Credits for a speculative purpose and that they intend to use TRAK\$>Credits for a consumptive use.

(2) Active participation and optimally increased efforts produced by Patrons will be reinforced with TRAK\$ referral and Patron and Investor account rewards, micro-payments for Patron efforts and to provide profit-sharing. (AD>TRAK\$ for individual and business recruitment and marketing, and TRAK\$>WERX for work projects). Patrons can share in income from the monetization of their identifications and personal data with the increased and sustained efforts of our eCoup Patrons (AD>TRAK\$). (Unlike other social media platforms, which reward data piracy and the spreading of hatred by enriching the few, the Co-ops strategies are built upon the sacred principles of consensus-making, trustworthiness, and freedom of choice.) The eCoup L.C.A. stands for purity and the Hoop represents connectivity; both should be considered as the highest aspirations in the improvement of the commons by the family of man. The Co-op's grand wager is that there is more attraction to good than evil, and the meek will inherit if they have a common strong hand-up and a unified voice in their efforts for the protection of the future.

(3) E-COUP LIMITED COOPERATIVE ASSOCIATION (eCoup L.C.A.) ISSUES TO PATRONS TRAK\$>CREDITS AND HODL>TRAK\$, WHICH ARE NOT SECURITIES OFFERINGS BUT, INTER ALIA, IDENTIFICATION, PATRON MEMBERSHIP CERTIFICATIONS, OWNERSHIP, SENIORITY, REWARDS, GOVERNANCE, PARTICIPATION, AND FINANCIAL RIGHTS; HODL>TRAK\$ EVIDENCE THE RIGHTS AND DUTIES OF ACTIVE PARTICIPATION IN THE EXPENDITURE OF CONTRIBUTIONS AND PATRONAGE EFFORTS TO EARN (TIER>TRAK\$) SENIORITY, (TRAK\$>WERX) INCOME, SURVEYS, FOCUS GROUPS AND ADVERTISING RECRUITMENT (AD>TRAK\$) AND EFFORTS ARE MEASURED BY CAFT BONUSES

AND REWARDS OF TRAK\$, REDEEMABLE ON RESTRICTED TERMS, TO PATRON AND INVESTOR SENIORITY TIER TRUST SUB-ACCOUNTS (HODL>TRAK\$) WITHIN E-COUP LIMITED COOPERATIVE ASSOCIATION (L.C.A.).

(4) In March 2019, OK PAY>TRAK\$ received the authorization to collect taxes on behalf of the Oklahoma Tax Commission. But rather than to begin selling TRAK\$>Credits, the L.C.A. has taken the legal steps needed to get clearance from the Oklahoma securities and banking regulatory authorities.

(5) The INTR Board has activated the E-COUP Limited Cooperative Association (eCoup L.C.A.). The answer to the” NO ACTION” request from the OK Department of Securities Administrator remains as issues that are in negotiation, to determine whether PAY>TRAK\$ and the eCoup L.C.A. can legally use TRAK\$>Credits outside any security considerations. That “NO ACTION” request has been directed at whether the INTR, eCoup L.C.A. and PAY>TRAK\$ can sell TRAK\$>Credits to Patrons in accordance with the OK L.C.A. Act and as an exemption from the state and federal securities laws. The Reserve has likewise approached the S.E.C. in a letter of August 8th, 2019, to explore self-regulation rights and those negotiations are continuing.

(6) Like a partnership, or an L.L.C., the OK L.C.A. Act allows for the participation of an active participant Patron to be based upon their percentage of ownership in the eCoup L.C.A. Participation is based on the ownership proportion and the provisions work much like a Limited Liability Company (LLC) or Limited Partnership (LP), however, the language within the OK L.C.A. Act and Oklahoma’s General Corporation Act both specifically exclude, in most all instances limited cooperative associations from coming under the jurisdiction or coverage of the Securities Act. (See 18 OS 437.27 and 441-1009.)

The provisions of the Securities Act, Article 23 of Chapter 24, Oklahoma Statutes:

(7) *Title 18 Section 437.27 - Securities Act Exemption, 1931, as amended, shall not apply to any note, bond or other evidence of indebtedness issued by any cooperative or foreign corporation transacting business in this state pursuant to this act, to the United States of America or any agency or instrumentality thereof, or to any mortgage or deed of trust executed to secure the same. The provisions of said Securities Act shall not apply to the issuance of membership certificates by any cooperative or any such foreign corporation.*

Section 441-1009 - Relation to State Securities Law

Uniform Limited Cooperative Association Act Patron members' interest in a limited cooperative association has the same exemption as provided for substantially similar interests in cooperatives under Section 437.27 of Title 18 of the Oklahoma Statutes.

(8) SOVEREIGN AND ALTRUISTIC INTR AND BUFFALO RESERVE TRUSTS: The INTR is the parent company over all the affiliates and subsidiary cooperative associations and is the Senior Investor Active Participant Member in eCouple L.C.A. The INTR operates in relation to a set of intersecting Trusts, Funds, Branches, LLC subsidiaries and cooperative associations and was chartered to provide 58% of its net income as revenue sharing for charitable and essential governmental purposes, which net profits will be partly derived from the transfer of TRAK\$>Credits and the operations of the PAY>TRAK\$ LLC's and the eCouple L.C.A. socially responsible media platform, and through its Patrons' contributions of effort, value and resources. The donative revenue, income stream placed into the two altruistic Reserve Trusts acts as an endowment. These Reserve Trusts revenue proceeds will then be used to assist in social, cultural, economic, educational and ecological sustainability development projects in rural, impoverished and indigenous communities through the E-COUP Digital Village, Native Agrarian Co-op (NAC) LLC and the Buffalo Reserve Trusts.

The INTR Board maintains, manages and invests the two Reserve Trusts' assets in addition to the total asset backing provided by purchasing \$USD as a mechanism for further backing the value of the TRAK\$>Credits and USDTR, but USDTR will be offered in outside exchanges only if USDTR is approved by the S.E.C., and only then can it be offered in the United States. The goal is to over-collateralize the Reserve and make additional investments into fiat, precious metals, cryptocurrency, real estate, private equity, stocks and bonds from the Reserve's own separate resources. These are assets which will be derived outside the sale of TRAK\$>Credits. TRAK\$>Credits will be used in the multiple state-level PAY>TRAK\$ electronic fund transfer networks only. There will be an associated subsidiary capitalization and start-up cost, at the state level, which is being raised by private placements to accredited investors pursuant to each state's laws in which we locate that has legalized cannabis or tribal casinos. The INTR has available highly confidential Native Founders Support Trusts to assist and document in asset planning and estate planning for the added convenience of our Patrons.

(9) LIMITED COOPERATIVE ASSOCIATION (LCA) “HODL>TRAK\$”- DLT PROGRAMMABLE LCA MEMBERSHIP CERTIFICATES AND EQUITY CREDITS: INTR seeks SEC guidance on the status of an Oklahoma LCA Act “equity credit” reconstituted as a DLT equity credit and membership certificate, and denominated as HODL>TRAK\$, initially functioning as a Native farmers and ranchers co-op identification and membership certificate; denoting effort, patronage, seniority, governance, earnings, rewards, barter, contributions and bonuses; such DLT/equity credit to be used to enhance accountability in securities regulation, ROI, logistics, law enforcement, evidence, agricultural regulation, production, lab testing, processing, manufacturing, transportation, marketing, research, databases, payments, tracking, financing and recall. Rosenberg v. St. James, 447 F. Supp. 1 (E.D. La. 1976), also see, 18 Oklahoma Statutes Sections 437.27; 441-1009

(10) STATUS OF DLT ASSET, “TRAK\$>CREDITS” FOR PAYMENT AND TRACKING WITHIN A LIMITED COOPERATIVE ASSOCIATION ELECTRONIC FUND TRANSFER NETWORK: The whitepaper and by-laws distinguish HODL>TRAK\$ from TRAK\$>Credits, the latter will be transferable on the PAY>TRAK\$ DLT processing platform as (DLT) asset, and programmable store of stable value, for LCA Patron payments and tracking of product transfers throughout the supply chain, from crop source in the field, and seed-to-sale-to-lab-to-sale, recall, transportation, wholesale, retail, tax remittance, and law enforcement interdiction of illegal products.

(11) INTR STIPULATIONS

a. Anyone, who will possess or transfer a TRAK\$>Credits is required to become a Patron of eCoup L.C.A. (DBA White Buffalo Limited Cooperative Association) organized under the Oklahoma Uniform LCA Act, to pass a FinCEN (BSA/AML) verification and must agree to abide by the terms of the LCA Bylaws and the Act; TRAK\$>CREDITS will only be available to Patrons in a closed loop through patronage in the LCA.

b. The Bylaws will explicitly state and the Patron will agree as emphasized in the Oklahoma Department of Securities (ODS) decision: “...that the TRAK\$>CREDITS will not be marketed to the public as investments and that the purchasers confirm their intent that they are purchasing the TRAK\$>CREDITS for their own use and not as an investment or for any speculative purpose.”

c. The value of TRAK\$>CREDITS will be fixed and will never fall below \$1 USD nor exceed \$1 USD.

d. The \$1 USD value of TRAK\$>CREDITS will be backed by \$USD assets, deposited within a US based depository.

e. TRAK\$>CREDITS value will be stabilized, for example, an escrow account will be maintained under the control of INTR, for sustaining stability and enough funds to meet immediate and total redemption of all outstanding and issued TRAK\$>Credits upon their consumptive use; real-time TRAK\$>CREDITS account balances will be publicly available.

f. No funds collected from the sale of TRAK\$>CREDITS will ever be used to capitalize INTR, Warrior Co-op, eCoup LCA or OK PAY>TRACK LLC, but such funds will only be used for \$USD asset backing of TRAK\$>CREDITS consumptive use and only for LCA Patrons.

(12) Blockchain should revolutionize and make safer the Internet. Whereas the dominant sentiment within the so-called tech disruptors is to “move fast and break things”, INTR has a tribal charter to protect and sovereign attributes to “define and safeguard” the rule of law by moving deliberately, with permission and in harmony. INTR requires the design of its subsidiaries’ products and services to help governments, individuals and businesses to cooperatively repair legal, social, economic, ecological and, especially, technological problems, such as hacking, identity, data, tax and privacy theft, money laundering, black markets and drug trafficking.

(13) From April until August 2019, Oklahoma Department of Securities and INTR diligently co-operated to iron all the securities issues out. The state agency performed a rigorous analysis and posited hard questions, which caused INTR to reconfigure and remove TRAK\$>CREDITS from being considered an LCA equity credit. In consequence of ODS wise counsel, another DLT asset was defined and a distinction was drawn between HODL>TRAK\$ as LCA membership certificates/equity credits and TRAK>CREDITS as Oklahoma Pay>Track (OPT) LLC, electronic fund transfer DLT assets. TRAK\$> CREDITS are a stable token for payment and tracking upon the OPT network. HODL>TRAKS are equity credits, membership and identification meant for programmable performance of all the internal profit and loss allocations, administrative, governance and accounting functions of the LCA.

It is not grandiose to believe that together an integrated federal, state, and tribal securities groundwork could be a foundation to help solve centuries old Native American social and economic problems, combining these DLT/LCA strategies, federal law, and tribal sovereignty.

SECOND:

The address of the limited cooperative association registered office in the State of Oklahoma is: mailing-P.O. Box 72175, Norman, OK 73070/ physical-30630 Western, Norman, OK. 73072, (McClain County).

(1) The limited cooperative association may also have offices at such other places as the business of the limited cooperative association requires. The limited cooperative association seal shall have inscribed thereon the name of the eCoup L.C.A. (E-COUP Limited Cooperative Association).

(2) Branch or subordinate offices or places of business may be established at any time by the Board of Directors at any place where the Limited Cooperative Association is qualified to do business. Not protesting the lack of proper notice, prior to the conclusion of any meeting, shall be deemed conclusively to have waived such notice.

(3) The name of the Branch's registered agent at such address is C/O Rick Moore, Esq., INTR Executive Chairman.

THIRD:

The purpose of the eCoup L.C.A. is to engage in any lawful act or activity for which a limited cooperative association may be organized under Oklahoma's Limited Cooperative Association Act. The organizational approach to E-Coup is that everyone may participate as one super-Tribe. The eCoup L.C.A. parent company is the INTR and it was tribally chartered in 2001. Since 2002, the INTR has been certified by the US Treasury to operate as a Community Development Entity (CDE), to solve persistent financial, organizational, technological and legal governance problems. Cannabis begs for solutions in all the areas the INTR works. There are other issues relating to identification and logistics which are also waiting to be solved by the INTR in tribal casinos and industries and institutions of all kinds. As a business cluster, the INTR System is a kind of Swiss Army knife of solutions, and the Co-op Patrons hone specialized organizations as sharpened tools and provides the legal, technological, human and financial resources to solve community problems. To solve grass roots community problems, the eCoup Limited Cooperative

Association (L.C.A.) was established, which may be owned by Patrons or any person as that term has been defined in the eCoup L.C.A. organic documents. eCoup L.C.A. extends to Patron Active Participants virtual citizenship and functional use and ownership of its private digital assets, HODL>TRAK\$, which among other things, verifies identity and certifies membership and ownership in eCoup L.C.A. Patrons will be able to buy goods and services with TRAK\$>Credits using our PAY>TRAK\$ network once it is approved and established.

FOURTH:

There is no limit to the number of Patron, Investor or Active Participant memberships that can be enrolled and registered in the Co-ops. Anyone who can pass an anti-money laundering and financial crimes background investigation is eligible for membership, evidenced by securing SELF>TRAK\$, and will then be able to obtain TRAK\$>Credits from the INTR, eCoup L.C.A., TRAK\$>ATM or PAY>TRAK\$. The TRAK\$>Credits will not be available in the State of Oklahoma until approved. One cannot obtain HODL>TRAK\$ before becoming an Active Participant. One can obtain any of the TRAK\$ by joining with the Co-op in our efforts and as a Patron member in eCoup L.C.A. TRAK\$>Credits should not be capable of being used by terrorists and unsavory criminals like some of the other cryptocurrencies have been used, and accordingly great care will be taken to ensure that criminal elements are not allowed participation in the ownership of eCoup L.C.A. and the possession of HODL>TRAK\$ or the consumptive use of TRAK\$>Credits.

(1) TRAK\$>Credits can be traded through the PAY>TRAK\$ network for goods and services, after permission is granted. Next negotiations must be completed with the Oklahoma Banking Department and US FinCEN so that the Reserve can legally offer to those who join eCoup L.C.A., \$USD-backed distributed ledger technology asset, TRAK\$>Credits. Patrons will eventually be able to use TRAK\$>Credits on their smartphones to pay for goods and services and the plan is to rapidly expand into other use cases.

(2) USE-CASE NUMBER ONE, INTER-TRIBAL REGULATION, PAYMENT AND TRACKING OF FEDERALLY LEGAL HEMP INDUSTRY: Congress passed the HEMP FARMING ACT of 2018, 7 USC Section 1621, G, for Tribes and States to have equal status regulating industrial hemp farming: “To amend the Agricultural Marketing Act of 1946 to provide for State and Tribal regulation of hemp production, and for other purposes.”

(3) The Hemp Farming Act would require a tribe of 500 to exercise the federal regulatory duties and authorities like a state of 50 million. INTR has combined distributed ledger technology (DLT) and limited cooperative association organizational strategies to help tribes meet the Act’s

challenges. INTR's plan uses a DLT asset "TRAK\$>Credits" for programmable tracking of product and payment contractual events between LCA Patrons within a closed loop, a DLT-electronic fund transfer processing system, PAY>TRAK\$. A DLT accessed membership certificate and equity credit denominated as, "HODL>TRAK\$" will be used for programmable recording of identification and contractual events between the Patron, as an active participant, and the LCA itself.

(4) The marriage of a distributed governance system of active participants that the LCA Act brings, harmonizes remarkably well with the disintermediation provided by distributed ledger technologies and the programmatic recording of events and identities (at least in theory, the design has not yet been launched and there does not appear to be another such system in existence to copy.) LCA/DLT recorded and INTR regulatory events: lab testing, reporting, tracking, evidentiary, administrative and adjudicative procedures to handle violations of the Hemp Farming Act are all enabled. The use-case involves smart contracts, stable tokens, product tracking, chain of custody and payments.

(5) INTR proposes using "TRAK\$>CREDITS" for Patron to Patron payment and product tracking on an electronic fund transfer platform run by OK PAY>TRACK (OPT) LLC. That is only half the equation, a distinct use case requires applying the blockchain to record the LCA administration of Patron to LCA, internal activities using HODL>TRAK\$, which serves as Patron to LCA identification, membership certificate, and equity credits to record and control, active participation, contributions, efforts, earnings, profits and losses, etc. TRAK\$>CREDITS enables and records the contractual activities between the Patrons. HODL>TRAKS enables and records the contractual activities between the Patrons and the LCA pursuant to the LCA Act and By-laws. State, tribal and federal regulations and laws can also be administered or enforced using DLT, LCA Act and INTR's quasi-governmental status authorizing administration and adjudication.

(6) INTR qualifies as a "...tribal organization" means the recognized governing body of any [Indian tribe](#); any legally established organization of [Indians](#) which is controlled, sanctioned, or chartered by such governing body." 25 USC 5304. INTR is the parent company over and regulates its LLC and LCA activities and patronage referenced herein. Both INTR and under it, Warrior are certified by the U.S. Treasury CDFI Fund as Community Development Entities (CDE) and share 58% of their revenues with low income rural and indigenous communities. INTR has an intertribal charter to operate in accordance with both OIWA, 25 USC Sec. 5301 et seq and NABDA, 25 USC 4301 et seq., which set out the organizational, legal, ownership, charter and governance relationships.

(7) USE CASE NUMBER TWO, OK PAY>TRAK\$ AS OKLAHOMA TAX COMMISSION REMITTANCE AGENT: In June 2018, Oklahoma's voters passed SQ 788 legalizing medical marijuana. In March 2019, Oklahoma Tax Commission (OTC) authorized OK PAY>TRACK

LLC (OPT) (an INTR subsidiary) to collect, track and remit state taxes for state licensed Oklahoma cannabis dispensaries. OPT LLC is designed as a distributed ledger technology asset processing platform and will only operate through eCoup L.C.A. patronage under INTR in Oklahoma collecting and tracking tax payments and products in both the federally legal industrial hemp and the state-licensed medical marijuana businesses.

(8) USE CASE NUMBER THREE, ADDRESSING PERSISTENT NATIVE AMERICAN JURISDICTIONAL AND ECONOMIC DEVELOPMENT DEFECTS: There has been an almost insurmountable obstacle in Indian Country pertaining to orderly commercial and economic development because of a lack of tribal jurisdiction over commercial activities of non-tribal members. By all parties stipulating on the blockchain as LCA Patrons to the LCA bylaws and INTR jurisdiction: this persistent obstacle to Native American economic and social development might be overcome using DLT/LCA for evidentiary identification, chain of custody/payments/products tracking, and smart contracts for evidentiary proofs and dispute resolution to provide due process.

FIFTH:

The mailing address of the limited cooperative association is as follows:
Post Office Box 721775, Norman, OK 73070

SIXTH:

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(1) To adopt, amend or repeal the Bylaws of the limited cooperative association subject to the agreement of 51% percent of the ownership interests in the E-Coup Limited Cooperative Association, such ownership interest to be determined by the percentage of HODL>TRAK\$ in relation to the whole, the Patron Active Participant possesses and the interests of the Investor Active Participant.

(2) To authorize and cause to be executed or granted mortgages, security interests and liens upon the real and personal property of the limited cooperative association, subject to the agreement of 51% of the ownership in the limited cooperative association, such percentage of L.C.A. ownership interest to be determined by the number of HODL>TRAK\$ the Patron Active Participant possesses and the interest of the Investor Active Participants.

(3) To set apart out of any of the funds of the limited cooperative association available for distribution a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created, subject to the agreement of 51% of the ownership interest in the limited cooperative association, such equitable interest to be determined by the number of HODL>TRAK\$ the Patron Active Participant and the interest of the Investor Participants.

(4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of one (1) or more of the directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the bylaws of the limited cooperative association, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the limited cooperative association, and may authorize the seal of the limited cooperative association to be affixed to all papers which may require it; provided, however, the bylaws may provide that in the absence or disqualification of any member of such committee or committees, a majority of the members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. All such committee actions or decisions must be reviewed, approved or ratified by the Tribal Reserve Board Chairman and agreed to by his/her signature in writing and sealed in order to be effective. No such committee has unilateral power to overrule the Tribal Reserve Board Executive Chairman, bind the L.C.A. or waive the sovereign immunity of the Tribal Reserve or otherwise create a binding obligation.

(5) When and as authorized by the affirmative vote of the holders of 51% of the Co-op ownership as measured by HODL>TRAK\$, possessed and issued and outstanding at a membership meeting duly called upon such notice as is required by law, or when authorized by the written consent of the members of a majority of the active participation rights which shall be issued and outstanding, to sell, lease or exchange all or substantially all of the property and assets of the limited cooperative association, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including equity in, and/or other securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the limited cooperative association

(6) **ELECTRONIC PARTICIPATION, STEERING COMMITTEES AND WORKING PROJECTS:** The Tribal Reserve Executive Chairman will appoint an Executive Director and/or Steering Committee Chairpersons, who are responsible respectively for issuing all notifications of general and committee meetings and general membership participation in creating consensus (consideration will be given to the number of HODL>TRAK\$ held by the Patron in determining decisions), and L.C.A. Investor Members and Steering Committees. Each Steering Committee Chair is responsible for issuing all notifications of working project group meetings, and votes of the Committee membership for which he or she is the Chair, in each case subject to the following minimum criteria: All notices of meetings will be made to the Tribal Reserve Executive Chairman and the Executive Director

- (i) in-person meetings require at least 30 days prior written notice,
- (ii) teleconference meetings require at least 7 days prior written notice (this requirement only applies to the notification of the first meeting of automatically recurring teleconference meetings),

(iii) electronic active participation requires no advance notice but must be made pursuant to a clear and unambiguous statement with only “yes” and “no” options, and the voting must remain open for no less than 7 days.

(iv) These notification requirements with respect to the Committee, Project or that particular Committee may be overridden upon unanimous consent of all Directors or all applicable Committee Patron Active Participants that have attended and participated in at least 50% of the last 4 meetings of the particular Committee.

(7) Steering Committee Patron or Chairperson Withdrawal. A Committee Chair or Patron may withdraw from a Committee or a Project at any time by notifying the Executive Director and the Tribal Reserve Chairman in writing, and that withdrawal is effective upon receipt of the notice. Upon a Supermajority Vote of all Committee members, the Committee Chair or Patron may be terminated from the Project or withdrawn from a Committee. The Tribal Reserve Executive Chairman can remove any Executive Director, Steering Committee Chair or Steering Committee Member or Patron from a Committee or Project.

(8) Termination. Upon a Supermajority Vote of the Board of Directors, the Working Project will cease and terminate as of the effective date designated by that vote. The Executive Director will coordinate with the E-Coup L.C.A. and the Tribal Reserve to facilitate that termination.

(9) Effect of Withdrawal or Termination. Upon a Steering Committee Chairman or Patron’s written withdrawal from a Committee or upon the termination of its Patron membership, all existing commitments and obligations with respect to the Project or Committee, as the case may be, up to the effective date of withdrawal or termination will remain in effect, but no new obligations will be incurred.

(10) Patents: Notwithstanding the foregoing, the patent licensing commitments shall continue to apply to any patent claims that would be subject to a patent licensing commitment for a Final Specification that are included in a Draft Deliverable 45 days prior to the effective date of withdrawal or termination, unless otherwise excluded in accordance with the Committee’s intellectual property licensing mode.

(11) Antitrust. The Committee Chairmen and Patron Members acknowledge that they may compete with one another in various lines of business and that it is therefore imperative that they and their respective representatives act in a manner that does not violate any applicable antitrust laws and regulations. Each Committee Chairperson or Patron Committee Members may have similar agreements with others. Each Patron or Committee Chairperson may design, develop, manufacture, acquire or market competitive deliverables, products and services, and conduct its business, in whatever way it chooses. No Chairperson or Patron of a committee is obligated to announce or market any products or services. Without limiting the generality of the foregoing, the Committee Chairpersons or Patron Committee Members agree not to have any discussion relating to any product pricing, methods or channels of product distribution, division of markets, allocation of customers or any other topic that should not be discussed among competitors.

SEVENTH:

When a compromise or arrangement is proposed between this limited cooperative association and its creditors or any class of them and/or between this limited cooperative association and its active participant members or any class of them, any court of equitable jurisdiction, on the application in a summary way of this cooperative or of any creditor or member thereof, or on the application of any receiver or receivers appointed for this cooperative, order a meeting for the creditors or class of creditors, and/or of the member or class of members of this cooperative, as the case may be, to be summoned in such a manner as the court directs. If a majority in number representing three-fourths ($\frac{3}{4}$) in value of the creditors or class of creditors, and/or of the members or class of members of this limited cooperative association, as the case may be, agree to any compromise or arrangement and the reorganization of this limited cooperative association as a consequence of such a compromise or arrangement, the compromise or arrangement and the reorganization shall, if sanctioned by the court to which the application has been made, by finding on all the creditors or class of creditors and/or on all the members or class of members of this limited cooperative association, as the case may be, and also on this limited cooperative association.

EIGHTH:

Meetings of active participant members may be held within or without Oklahoma, as the Bylaws may provide and can occur using an electronic format as determined by the Executive Chairman, INTR. The books of the limited cooperative association may be kept (subject to applicable law) inside or outside Oklahoma at such place or places as may be designated from time to time by the Board of Directors of the limited cooperative association. Elections of Directors may be by computer balloting or otherwise as the bylaws of the cooperative shall so provide.

NINTH:

To the extent permitted by law, no contract or transaction between the limited cooperative association and one or more of its directors or officers, or between the limited cooperative association or any other corporation, partnership, association or other organization in which one or more of its directors or officers have a financial interest, shall be void or voidable solely for this reason, or solely because the directors or officers are present at or participate in the meeting of the board, or officers are present at or participate in the meeting of the board or a committee thereof which authorized the contract or transaction, or solely because the directors or officers or their votes are counted for such purpose.

TENTH:

The Board of Directors is expressly authorized to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative other than an action by or in the right of the limited cooperative association, by reason of the fact that such person is or was a

director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses, including attorney's fees, fines and amounts paid in settlement to the extent and in the manner permitted by the laws of the State of Oklahoma.

ELEVENTH: THE OPERATIONS AND EXECUTION OF E-COUP L.C.A. EXPANSION USING THE EFFORTS OF THE PATRON AND INVESTOR ACTIVE PARTICIPANTS AND HODL>TRAK\$ AS REWARDS AND BONUSES.

The Future of Precious Metals Assets

1) In the future to tokenize precious metals using TRAK\$ programmed as META>TRAK\$ and market any distributed ledger technology assets offering (DLTAO) in the U.S. and in foreign jurisdictions through the Tribal Reserve, Transnational/Reservation Branches of the Credit Program, PAY>TRAK\$ subsidiaries and E-Coup L.C.A., all as allowed by relevant state and federal securities regulators, whose permission and approval will be sought.

2) Guerilla Marketing in the Cannabis Space: Critical to the L.C.A. success is to combine a guerilla marketing and influence campaign at the grassroots level with E-Coup L.C.A. and PAY>TRAK\$. The plan is to support and promote that our payment and tracking design be adopted at every level. The state-level plan is to support PAY>TRAK\$ to be the successful vendor for both tracking and payment and to obtain the exclusive contract with each state. Getting an exclusive with each state is our primary focus. Patrons and Investor Active Participants will be rewarded especially designated and restricted HODL>TRAK\$ or TRAK\$>Credits for their efforts in furthering the purposes as set forth in this section and all other sections requiring active participation in furtherance of the E-Coup purposes and goals.

3) Cannabis then Tribal Casino Markets: E-Coup L.C.A. initial marketing targets begin in the cannabis industry and then expand into the tribal casinos with TRAK\$>ATMs, which will offer TRAK\$>Credits, HODL>TRAK\$ and high market cap non-security cryptocurrencies. Trading volatile and non-security tokens; Bitcoin and Ethereum resembles gambling. The goal is to have the tribal casino gamblers joining E-Coup L.C.A. and using TRAK\$>Credits as the bridge currency to trade in and out of for the other cryptocurrencies and to hold for the precious metals. (What better way to tie up a night's winnings than to buy precious metals backed TRAK\$>Credits?)

7) Proof of Concept: OK PAY>TRAK\$ LLC is the proof of concept, first-up and the start-engine that gets the other state-level PAY>TRAK\$ LLC networks operating. The Patrons will expend efforts to obtain the growth of the e-Coup.com into each state or across the nation or internationally, for which efforts the membership and the L.C.A. will receive incentives in the form of restricted HODL>TRAK\$ denominated as either AD>TRAK\$ or TRAK\$>WERX. The overall goal is to spread the projects' movements nationally and internationally, to get each state and the US securities departments approving a "NO ACTION" application, to obtain enough private sector funding from the placement of the LLCs to acquire the most select of the blockchain tech and to implement PAY>TRAK\$ nationwide and internationally. E-Coup

L.C.A. will need to hire sufficient personnel in order to sell and implement each new state-level and foreign entity. Also, E-Coup L.C.A. will need to advertise to prepare for TRAK\$>ATMs. (Educate the public on what www.buffalotraks.com, HODL>TRAK\$, AD>TRAK\$, TRAK\$>WERX, PAY>TRAK\$ and TRAK\$>Credits are and how the networks and system work). Also, E-Coup will later require professional promotional materials explaining how PAY>TRAK\$ functions using TRAK\$>Credits. But until the regulatory approval is obtained to offer TRAK\$>Credits, the benefits of HODL>TRAK\$ membership in E-Coup L.C.A. will be emphasized. The implementation, usage, and success of OK PAY>TRAK\$ will set the tone to succeed in other states. Also, if E-Coup L.C.A. and PAY>TRAK\$ can get rapid use in Oklahoma, it will cash-flow more quickly. For all of these activities involving the expenditure of effort by Patrons for E-Coup, the L.C.A. will reward them with especially restricted HODL>TRAK\$ as AD>TRAK\$ and TRAK\$>WERX, which will be distributed to the Patron membership in proportion to their efforts in marketing and projects development, as determined in policies established by the Executive Chairman of the Tribal Reserve Board.

TWELFTH: INTEGRATION OF CONTROLLING LAWS AND REGULATIONS, THE HOWIE RULE, AND THE E-COUP PATRON AND INVESTOR ACTIVE PARTICIPANTS' DUTIES TO GIVE CONTRIBUTIONS AND EFFORTS TO EXPAND THE USE OF INTR, THE CO-OP, TRAK\$>CREDITS AND PAY>TRAK\$ AND THE APPLICATION OF SECURITIES LAWS, REGULATIONS AND INTR POLICIES.

1) The following statutes and regulations are integrated herein and form the basis of the creation and governance of the E-Coup Limited Cooperative Association (eCoup L.C.A.) : 18 O.S. § 441-1009 (OSCN 2019), Uniform Limited Cooperative Association Act, Title 18 Section 437.27 - Securities Act Exemption; Oklahoma Indian Welfare Act, 25 USC Section 5201 et seq., Native American Business Development Act, 25 USC Sections 4301 et seq., INFCP INTR Act of 2001, and all INFCP Distributed Ledger Technology Asset Offering (DLTAO) and INFCP Electronic Fund Transfer System Interchange (EFTSI) Regulations promulgated thereto, whether such regulations were promulgated before or after the date of the acceptance of these By-laws.

2) The precedent setting Howie case says that a security involves the investment of money in an enterprise where the investor is expecting a profit from the efforts of others. The Howie rule does not apply to the L.C.A. and L.C.A. Act, or by the terms of these by-laws, requiring duties to expend efforts from all active participants as a precondition acknowledged in writing by every Patron in eCoup L.C.A. Further, every Patron must agree to the INTR jurisdiction and

that their possession of TRAK\$>Credits will only be for a consumptive purpose and not for speculation, or to make a profit. Howie is inapplicable to the operations of eCoup L.C.A. if it adheres to these bylaws.

3) All eCoup L.C.A. Active Participant Patrons, as consideration for being accepted into the L.C.A. have agreed to their expenditure of continued efforts in and for the L.C.A. income producing activities, and Reserve sustainability efforts, in which the Patron will share in proportion to their merits, efforts, membership seniority tier and ownership percentage of interest, whenever a distribution is determined: Patrons agree to expend reasonable efforts required and as is set forth in their Tier of seniority membership, under the direction of the INTR Executive Chairman or his designate. The Active Participation requires that Patrons expend efforts in obtaining qualifications and apply for membership, and the prospective Patron agrees to help further actively the L.C.A. businesses as a precondition of their joining and for having their applications to be admitted into the eCoup L.C.A. membership registry and their patronage accepted.

4) Efforts considered to enable HODL>TRAK\$ rewards are varied and can be through participating in surveys, advertising sales, and providing marketing data for a fee to be charged third- parties with the consent of the Patron based upon their seniority and tier of membership. The Patron will be granted a reward of a specified number of HODL>TRAK\$, as AD>TRAK\$, which will be applied to the account of the Patron in return for specific efforts to be expended by the Patron on behalf of eCoup and its affiliated entities in the INTR System. These HODL>TRAK\$ rewards class of TRAK\$ will be restricted from redemption pursuant to a covenant affecting future TRAK\$ (CAFT.)

5) Advocacy and recruiting other active participant Patron members to join the L.C.A. for which a reward of HODL>TRAK\$ will be entered into the account of the Patron as AD>TRAK\$.

6) HODL>TRAK\$ are to be used as commodities for the barter and trade of goods and services within the context of the reward to Patrons as TRAK\$>WERX for any expenditure of effort or contributions that the Patron might make, and that all Patrons who consent to own HODL>TRAK\$ consent to being members of the eCoup L.C.A and will adhere to the bylaws.

7) Membership in the L.C.A. is understood to be based upon the right of the people to freely assemble and to combine their efforts for a united purpose, and to associate with one another in accordance with the rights and freedoms enshrined in the United Nations Charter and the United States Constitution, and membership is further understood to be a valuable property right and is protected.

8) Membership in the L.C.A. is premised upon the concept that TRAK\$>Credits or HODL>TRAK\$ will never be held for a speculative purpose or considered as a security; and in determining any rights and duties, recourse will not be made to any laws relating to the Securities Act of the United States, states, tribes or any foreign jurisdiction. Rather the reference to relevant law is to the INTR Act, Oklahoma L.C.A. Act. The subject HODL>TRAK\$ property interest is governed by these By-laws.

9) It is further understood that by the L.C.A. Patron accepting ownership or possession of a TRAK\$>Credit or HODL>TRAK\$, that they have agreed that such act evinces the intent to become a E-Coup L.C.A. Patron and further is a certificate of membership and demonstrates and consummates their consent to becoming full active participants and member Patrons in the L.C.A. and that said Patron agrees to participate in the governance of eCoup and to expend their best efforts in support of the policies and goals of the eCoup L.C.A. and INTR.

10) Any Active Participant Patron member of the L.C.A. has conferred upon them full digital citizenship in the eCoup L.C.A., and is entitled to all of the world wide web benefits, rights, privileges, protections and immunities and the Patron further agrees to acknowledge and to act upon to discharge all liabilities, duties and obligations to contribute and provide efforts to advance mutually for the benefit of the eCoup L.C.A. and to be bound by these By-laws relevant thereto.

11) It is further understood that the L.C.A. Active Participant Patron's contribution of effort to the trust is performed by using the unit of commodity/service TRAK\$>Credits, attending meetings, promotionals, obtaining advertisers as Coop agents, serving on committees, reviewing the daily bulletins and newsletters, participating in work parties, working groups, conferences, handing out materials, canvassing, contacting government authorities, advocating, building web sites, participating in chat rooms, writing blogs, and each and everything which will tend to expand and spread the interests and acceptance of E-Coup L.C.A., HODL>TRAK\$, TRAK\$>Credits, PAY>TRAK\$, or the INTR and Buffalo Reserve Trusts within other

communities and with individuals. We are a digital asset, block chain and data platform which the Patron helps to define.

12) It is further understood that a prime effort in fulfilling the purposes of the E-Coup L.C.A. is volunteering to support sustainable social, ecological and economic systems as provided by the programs of the INTR and Buffalo Reserve Trusts. Such voluntarism will not be strictly non-profit and will be rewarded and monetized and the Active Participant Patron will have their HODL>TRAK\$ sub-account to the general revenue accounts compensated by the subject Reserve Trusts in direct proportion to the measured and verified contribution of effort. as will be represented by TRAK\$>WERX or AD>TRAK\$.

13) eCoup L.C.A. will consider as efforts volunteering for economic, ecological and cultural sustainability projects and expansion will be rewarded as HODL>TRAK\$ or TRAK\$>WERX to them for those services as will be announced from time-to-time by the INTR Board Executive Chairman or his designated representative. Patrons can transfer their TRAK\$>WERX or HODL>TRAK\$ to other Patrons to reward them for participating in sustainability projects. This provision is intended to allow a distribution of resources from the haves to the have-nots in a manner that improves society, economy and ecology, and in order to further assist the have-nots to enjoy a sustainable and quality style and way of life. The Reserve Trust donation of profits to the Patrons as AD>TRAK\$ or TRAK\$>WERX is specifically determined to be qualified as an acknowledgement for receipt of an effort made on the part of a Patron or Investor member in good standing with the E-Coup L.C.A.

14) Patrons will be rewarded with HODL>TRAK\$ as AD>TRAK\$, when they personally introduce a new Patron as a digital native citizen into eCoup L.C.A., such extraordinary efforts will further qualify them to be considered as marketing team tier seniority members within the AD>TRAK\$ classification, which benefits will include the enhanced active participation and receipt of vested benefits in HODL>TRAK\$ as is determined by the INTR Board Chairman.

THIRTEENTH: BUFFALO RESERVE TRUST: Section 311, INFCP Tribal Reserve Act.

1. Whereas, many Indians suffer from dietary diseases, their traditional dietary sources having been destroyed.

2. That the purpose of this subsection is to bring Native American Bison back to the Native American Indian people and to restore a healthy diet and traditional food sources for Indians and to make a profit by reserving lands upon which Buffalo graze and prosper.
3. There is established as part of the Tribal Reserve Trust Fund, a Buffalo Reserve Trust.
4. 25% of all Tribal Reserve Trust Fund, principal and interest will be invested in the Buffalo Reserve Trust, for the purpose of acquiring suitable land and quality buffalo for the establishment of self-sustaining buffalo, elk, moose, antelope and deer herds and related indigenous flora and fauna, and for the further purpose of providing food for Native American people from the harvest of bulls, barren heifers and disabled animals, which harvest will be divided equally between the members of the subscribing Tribes, who will be required to bear the cost of slaughter and transport from their account with the INECA Tribal Reserve.
5. The Buffalo Reserve Trust will serve valuable cultural, scientific, and ecological purposes and will be regulated by the INECA Tribal Reserve Board pursuant to rules jointly established with the INECA Board of Governors, with coordination with the Secretary of the U.S. Department of the Interior and interested state agencies.
6. The Buffalo Reserve Trusts assets or property may not be pledged or hypothecated except U.S. Treasury Securities or similar approved U.S. government investments may be used to margin those Buffalo Reserve Trust assets.
7. Admission to INECA Buffalo Reserve Property: Enrolled members of subscribing Tribes and their spouses are eligible for entry subject to rules established by INECA Tribal Reserve with the approval of the INECA Board of Governors, with special regard given for conduct of ceremonies, powwows, Indian rodeos, and traditional observances and rituals.
8. General Public: Fee admission for camping, wildlife observation, photography, hiking, fishing, etc. Indian conducted - fee based hunts for surplus animals, which meat to be distributed to INECA Tribal Reserve subscribing Tribes. Non-Indian pays an amount (e.g. \$1,000) to bring down a buffalo with bow, powder (no lead bullets or slugs) or rifle (no handguns). The hunter is eligible for no more than 20 pounds of meat. The hunter may retain the head, and the head can be processed and decorated for an additional price by members of a subscribing Tribe. The rest of the buffalo carcass will be distributed to the subscribing Tribes members equally, at their expense. Should a Tribe or its members not claim their portion, the Buffalo Reserve Trust administrators will sell it or otherwise dispose of it and apply those proceeds to that Tribes Tribal Reserve Account.
9. So far as possible, Buffalo Reserve Trust lands will be located near subscribing Tribes reservations or near cities in which subscribing Tribes members reside. Every attempt will be made to put the land in Trust with the United States for the benefit of the Tribes, Native Americans and non-Indians alike, subject to fee restrictions.

10. So far as possible, vehicular entry will be restricted from the Buffalo Reserve Trust lands, the land will be managed in an ecologically sustainable manner, pursuant to U.S. and tribal laws. Every attempt will be made to provide a sustainable environment for indigenous raptors, ruminants, canines and felines.

11. The Buffalo Reserve staff will be supervised by the INFCA Tribal Reserve Board subject to rules and regulations jointly agreed to by the INFCA Tribal Reserve Board and INFCA Board of Governors, subject to the laws of the Tribes and the United States.

12. INFCA Tribal Reserve Member Tribes may coordinate their INFCA Reservation Branch Boards delegated duties pertaining to oversight of local INFCA Buffalo Reserve lands and their use subject to agreement of INFCA Tribal Reserve Board and INFCA Board of Governors.

13. Tribes may establish tribal member settlements on the outside of INFCA Buffalo Reserve lands, with every attempt made, to lessen any adversity or technological impact on the ecology of the Buffalo Reserve.

14. Buffalo Reserve rules and regulations will be enforced by Buffalo Reserve Enforcement Officers, who will be chosen in the same manner as Tribal Reserve Officers, but will have as minimum qualifications a degree, Associates, Bachelors or Masters or Ph D, in an area of biological science, agricultural or animal management, as well as, law enforcement training.

FOURTEENTH:

Organic system designs require complex synergies. Many cryptocurrencies have been highly volatile and have bounced around because there has been a conscious attempt at avoiding an ethically systematic or structured organic approach. The 2017-2018, crypto bubble traces to an ungovernable debacle, which has destroyed many investors' confidence and floated a marked degree of legal and financial uncertainty into the space. The INTR Board self-regulates, organizes and governs our distributed ledger technology, data access, fintech system and processes. Patrons contribute to defining and creating use cases for our TRAK\$ series. TRAK\$>Credits will be backed by \$USD and those who will join their efforts as Patrons in the E-Coup Limited Cooperative Association (L.C.A.) must qualify for and obtain HODL>TRAK\$ as a precondition to owning TRAK\$>Credits. Also, a system of state-level, private equity businesses, PAY>TRAK\$ LLC, which have TRAK\$>Credits as their use-cases, will support the stable TRAK\$s' USD asset backed liquidity. The first, OK PAY>TRAK\$ LLC is state authorized to be used for tax remittances, audits and reporting in the cannabis industry

- 1) INTR is the inter-tribal, private-sector-controlled jurisdiction among the Native American tribes in which blockchain-based projects can be domiciled (better than Wyoming, better than Malta, better than Estonia, better than Liechtenstein.)
- 2) A governance platform to license, regulate and legally, securely and expeditiously trade and exchange using distributed ledger technology assets (DLTA), cannabis, precious metals and other commodities is already crafted and available to begin taking Co-op applicants.
- 3) A legal platform to ensure the tracking, protection, validation and integrity in change of custody for \$USD or commodities-backed payments is designed, and the best technologies are being evaluated and negotiations are underway for the acquisition of asset-backing of select TRAK\$ series.
- 4) A massive groundswell and uplift in the experiences and quality of life for Native American tribes, local, state and international governments, as well as, Indigenous Nations and their sustainable environments everywhere, can be made available from the INTR spreading distributed ledger technology, organization, regulation, profits and altruism. Participating in eCoup L.C.A. will have the needy being helped by the greedy, who can all unite as stewards to the commons. The opportunity is always golden and there is no time to wait or waste.

FIFTEENTH:

eCoup L.C.A. fulfills the cooperative grass roots movement intention to help get a U.S.D. backed system activated. The eCoup L.C.A. (Limited Cooperative Association.) will allow the L.C.A. to target the cannabis markets.

- 1) Immutable Blockchain Identifications: Blockchain will identify the Patron and match him or her to their ID card and supply the Patron regular audits by a top-ten accounting firm to verify the custody and security of their TRAK\$>Credits possessions and operate as a marketing tool. It is most important to success that the L.C.A. tap into the political infrastructure, the cannabis and tribal casino industries, but even more importantly, the goal is to capture the hearts and minds of the population with the White Buffalo story and uniting efforts to onboard everyone in every community. One way to do this is by monetizing and protecting identities using blockchain to stop hacking, identity theft and phishing. Governments do not protect their citizenry from

cyber-attacks. E-Coup can fill that gap and police cyber-space using blockchain for a profit shared with Patrons.

2) Buy a TRAK\$>Credit, Save the Planet. Owning TRAK\$>Credits requires membership in eCoup L.C.A. Not everyone will have the belief that the science of climate change is accurate; nevertheless, many young people who buy cannabis and cryptocurrencies do have a sense of foreboding and are very concerned about their futures going under water or prospects drying up. The best marketing pitch can rely upon either fear or altruism. The best marketing approach promotes authentically doing both to drive fear and provide an outlet for the dispelling of that fear in eCoup, which becomes embodied in the purchase of a TRAK\$>Credit. If you become a Patron and buy a TRAK\$>Credit, then a portion of the profit from that purchase will go to protecting elders, children and all sentient beings. We directly market and associate eCoup membership efforts and buying TRAK\$>Credits with saving the future of life on the planet.

3) eCoup Limited Cooperative Association Patrons can use the TRAK\$>ATMs to have their identifications verified, receive membership certificates as HODL>TRAK\$ and then to obtain TRAK\$>Credits or other cryptocurrencies we intend to list. Siting TRAK\$>ATMs in multiple locations will bring the TRAK\$>Credits into hundreds of electronic fund transfer network outlets.

SIXTEENTH: DEVIATION FROM THE TERMS OF THE LIMITED COOPERATIVE ASSOCIATION ACT.

(a) The relations between E-Coup and its Active Participants Patron and Investor Members are consensual and involve primarily combining efforts to support the various E-Coup and Tribal Reserve programs, and in the acquisition, the transfer, the liquidation and the use of TRAK\$>Credits, a distributed ledger technology asset. Unless required, limited, or prohibited by the Uniform Limited Cooperative Association Act of 2009, the INTR Act, INFCP Regulations or By-laws may provide for any matter concerning the relations among the Active Participants of the Association and between the Active Participants and the Association, the activities of the Association, and the conduct of its activities.

(b) The matters referred to in paragraphs (1) through (11) of this subsection may be varied only in the articles of organization.

- 1) State a term of existence for the Association under subsection (c) of Section 5 of this act;
- 2) Limit or eliminate the acceptance of new or additional Active Participants by the initial board of directors under subsection (b) of Section 31 of this act;
- 3) Vary the limitations on the obligations and liability of Active Participants for association obligations under Section 43 of this act;

- 4) Require a notice of an annual Active Participants meeting to state the purpose of the meeting under subsection (b) of Section 47 of this act;
 - 5) May not vary the INTR Board quorum requirements and such variance can only be done by the terms of the INTR Act;
 - 6) May not vary the matters the board of directors may consider in making a decision under Section 85 of this act;
 - 7) Specify causes of dissolution under paragraph (1) of Section 103 of this act;
 - 8) Delegation of amendment of the bylaws to the INTR Board of Directors is required pursuant to subsection (f) of Section 37 of this act;
 - 9) Provide for Active Participant approval of asset dispositions under Section 130 of this act;
 - 10) Subject to Section 85 of this act, provide for the elimination or limitation of liability of a director to E-Coup or its Active Participants for money damages pursuant to Section 83 of this act;
 - 11) Provide for permitting or making obligatory indemnification under subsection (a) of Section 89 of this act; and
 - 12) Provide for any matters that may be contained in the organic rules, including those under subsection (c) of this section, pursuant to the agreement of the INTR Board.
- (c) The matters referred to in paragraphs (1) through (25) of this subsection may be varied only in the INTR Act. The INTR Act may:
- (1) Require more information to be maintained under Section 14 of this act or provided to Active Participants under subsection (k) of Section 44 of this Act
 - (2) Provide restrictions on transactions between an Active Participant and an association under Section 15 of this Act;
 - (3) Provide for the percentage and manner of voting on amendments to the INTR Act by district, class, or voting group under subsection (a) of Section 36 of this Act;
 - (4) Provide for the percentage vote required to amend the bylaws concerning the admission of new Active Participants under paragraph (5) of subsection (e) of Section 37 of this Act;
 - (5) Provide for terms and conditions to become an Active Participant under Section 41 of this Act;
 - (6) Restrict the manner of conducting Active Participants meetings under subsection (c) of Section 45 of this act and subsection (e) of Section 46 of this Act;
 - (7) Designate the presiding officer of Active Participants meetings under subsection (e) of Section 45 of this act and subsection (g) of Section 46 of this Act;
 - (8) Require a statement of purposes in the annual meeting notice under subsection (b) of Section 47 of this Act;
 - (9) Increase quorum requirements for Active Participants meetings under Section 49 of this Act.
 - (10) Allocate voting power among Active Participants, including Patron Active Participants and investor Active Participants, and provide for the manner of Active Participant voting and action as permitted by Sections 50 through 56 of this Act;
 - (11) Authorize investor Active Participants and expand or restrict the transferability of Active Participants' interests to the extent provided in Sections 58 through 60 of this Act;

- (12) Provide for enforcement of a marketing contract involving TRAK\$>Credits under subsection (a) of Section 65 of this Act;
- (13) Provide for qualification, election, terms, removal, filling vacancies, and Active Participant approval for compensation of directors in accordance with Sections 68 through 70, 72, 74, and 75 of this Act;
- (14) Restrict the manner of conducting board meetings and taking action without a meeting under Sections 76 and 77 of this Act;
- (15) Provide for frequency, location, notice and waivers of notice for board meetings under Sections 78 and 79 of this Act;
- (16) Increase the percentage of votes necessary for board action under subsection (b) of Section 81 of this Act;
- (17) Provide for the creation of committees of the board of directors and matters related to the committees in accordance with Section 82 of this Act;
- (18) Provide for officers and their appointment, designation, and authority under Section 87 of this Act;
- (19) Provide for forms and values of contributions under Section 91 of this Act;
- (20) Provide for remedies for failure to make a contribution under subsection (b) of Section 92 of this Act;
- (21) Provide for the allocation of profits and losses of the association, distributions, and the redemption or repurchase of distributed property other than money in accordance with Sections 93 through 96 of this Act;
- (22) Specify when an Active Participant's dissociation is wrongful, and the liability incurred by the dissociating Active Participant for damage to the association under subsections (b) and (c) of Section 99 of this Act;
- (23) Provide the personal representative, or other legal representative, of a deceased Active Participant or an Active Participant adjudged incompetent with additional rights under Section 101 of this Act;
- (24) Increase the percentage of votes required for board of director approval of:
 - A) a resolution to dissolve under paragraph (1) of subsection (a) of Section 106 of this Act;
 - B) a proposed amendment to the INTR Act under paragraph (1) of subsection (a) of Section 34 of this Act
 - C) a plan of conversion under subsection (a) of Section 136 of this Act;
 - D) a plan of merger under subsection (a) of Section 140 of this Act; and
 - E) a proposed disposition of assets under paragraph (1) of Section 132 of this Act; and
- (25) Vary the percentage of votes required for Active Participants approval of:
 - A) a resolution to dissolve under Section 106 of this Act
 - B) an amendment to the INTR Act under Section 37 of this Act;
 - C) a plan of conversion under Section 136 of this Act;
 - D) a plan of merger under Section 141 of this Act; and
 - E) a disposition of assets under Section 133 of this Act.
- (d) The INTR Act must address Active Participants' contributions pursuant to Section 90 of this Act.

SEVENTEENTH: BY-LAWS, THE ARTICLES OF ORGANIZATION AND THE LIMITED COOPERATIVE ASSOCIATION ACT.

(a) Bylaws must be in a record and, if not stated in the articles of organization, must include:

(1) A statement of the capital structure of the limited cooperative association, including:

(A) the classes or other types of Patron Active Participants' interests and relative rights, preferences, and restrictions granted to or imposed upon each class or other type of Active Participant's interest; and

-INITIAL CLASSES OF ACTIVE PARTICIPANTS IN THE USE OF TRAK\$>CREDITS;

-CANNABIS

- 1) Growers
- 2) Transporters
- 3) Processors
- 4) Laboratories
- 5) Dispensaries
- 6) Caregivers
- 7) Physicians
- 8) Patients

-PRECIOUS METALS

-OIL AND GAS

-DIGITAL ASSETS

-CASINOS

-PATRON ACTIVE PARTICIPANT MEMBERSHIP TIER/SENIORITY

DISTRIBUTED LEDGER TECHNOLOGY ASSET DISTINCTIONS-

-HODL>TRAK\$

TRAK\$>CREDITS

-AD>TRAK\$

-TRAK\$>WERX

TIER>TRAK\$

-ACTIVE PARTICIPANT CONTRIBUTORS OF EFFORT TO GROW E-COUP L.C.A. AND TO ASSIST IN SUSTAINABILITY PROJECTS

-SENIORITY TIERS BASED UPON OBJECTIVE CRITERIA IN RECORDING AND ACCOUNTING FOR EFFORTS AND WILL BE THE ADVANCEMENT OF THE L.C.A.'s POLICIES, PURPOSES AND GOALS AS WILL BE MORE PARTICULARLY SET FORTH BY THE CHAIRMAN OF THE TRIBAL RESERVE BOARD.

-STEERING COMMITTEE

- WORKING PROJECT GROUP

(B) The rights to share in profits or distributions of the association:

(1) Each Patron or Investor Active Participant will share in profit distributions proportionate to the extent of their efforts and percentage of ownership interests in the Cooperative Association as measured in HODL>TRAK\$, AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX they hold and by reference to their active participant HODL>TRAK\$ accounting and rewards for the effort

they have expended or discharged in the furtherance of their duties and obligations as set forth herein.

(2) A statement of the method for admission of Active Participants, Membership Certificate: The membership in the E-Coup L.C.A. as an Active Participant in providing efforts for continuous and profitable operations will be represented by possession or ownership of TIER>TRAK\$<AD>TRAK\$ and TRAK\$>WERX. HODL>TRAK\$ represent the membership certificates and rewards, providing the proportional ownership interest and basis for participation in E-Coup Limited Cooperative Association. The HODL>TRAK\$ are a programmable distributed ledger technology asset issued by INFCA Tribal Reserve and in accordance with 18 O.S. Section 437.27. The provisions of the Securities Act shall not apply to the issuance of HODL>TRAK\$ as membership certificates by any cooperative or any such foreign corporation. The HODL>TRAK\$ will be programmed in such a manner as to allow the permissive identification of the owner on a suitable database registry specifically designed and maintained to determine pro rata E-Coup L.C.A. ownership in TIER>TRAK\$, HODL>TRAK\$, AD>TRAK\$ and TRAK\$>WERX, and the expenditure of efforts and rewards as a basis for Active Participants' rights and duties relative to membership.

(3) A statement designating participation and other governance rights, in which Active Participants can participate and to what extent their participation is weighted in relation to the whole;

The number of HODL>TRAK\$ held and the HODL>TRAK\$ rewards account (TRAK\$>WERX, TIER>TRAK\$ and AD>TRAK\$) for expenditure of efforts to further the E-Coup L.C.A. agenda will determine voting power, except in relation to election of Directors, one Patron equals one vote.

(4) A statement that an Active Participant's interest is transferable if it is to be transferable and a statement of the conditions upon which it may be transferred. An Active Participant's interest is only transferable to another Active Participant as to any TRAK\$ series of digital assets.

(5) A statement concerning the manner in which profits and losses are allocated and distributions are made among Patron Active Participants and, if investor Active Participants are authorized, the manner in which profits and losses are allocated and how distributions are made among investor Active Participants and between Patron Active Participants and investor Active Participants; Profits and losses will be allocated proportionate to ownership in HODL>TRAK\$ and effort expended as determined by their HODL>TRAK\$ reward and TIER>TRAK\$ accounts measured by AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX or other TRAK\$ series classes.

(6) A statement concerning:

(A) whether persons that are not Active Participants but conduct business with the association may be permitted to share in the allocation of profits and losses and receive distributions; and Persons who are not Active Participants cannot be permitted to share in profits or losses and receive distributions. They must possess HODL>TRAK\$ in order to be considered for any rewards or distributions

(B) the manner in which profits and losses are allocated and distributions are made with respect to those persons; and

Not Applicable.

(7) A statement of the number and terms of directors or the method by which the number and terms are determined.

See INFCP Tribal Reserve Act of 2001 (INTR Act).

(b) Subject to subsection (c) of Section 13 of the Act and the articles of organization, bylaws may contain any other provision for managing and regulating the affairs of the association.

(c) In addition to amendments permitted under Article 4 of the Uniform Limited Cooperative Association Act of 2009, the initial board of directors may amend the bylaws by a majority vote of the directors at any time before the admission of Active Participants.

(d) E-Coup L.C.A. may not amend the INTR Act under this article for any lawful purpose. In addition, the Tribal Reserve (INTR) Board and the majority of Active Participants in a duly called meeting, may amend the bylaws of E-Coup under Section 32 of the act.

(e) Unless the INTR Act otherwise provides, an Active Participant does not have a vested property right resulting from any provision in the organic rules, including a provision relating to the management, control, capital structure, distribution, entitlement, purpose, or duration of the limited cooperative association.

EIGHTEENTH: AMENDMENTS-

(a) Except as provided in subsection (a) of Section 33 of the act and subsection (f) of Section 37 of this act, the Tribal Reserve (INTR) Act which governs E-Coup may be amended only at an Active Participants meeting and with the concurrence of the INTR Board and INFCA Board of Governors as required by the Charter and the INTR Act. An amendment may be proposed by either:

(1) A majority of INTR Board, or a greater percentage if required by the organic rules; or

(2) One or more petitions signed by at least ten percent (25%) of the Patron Active Participants or at least ten percent (25%) of the investor Active Participants.

(b) The INTR Board shall call an Active Participants meeting to consider an amendment proposed pursuant to subsection (a) of this section. The meeting must be held not later than ninety (90) days following the proposal of the amendment by the INTR Board or receipt of a petition. The INTR Board must e mail or otherwise transmit or deliver in a record to each Active Participant:

(1) The proposed amendment, or a summary of the proposed amendment and a statement of the manner in which a copy of the amendment in a record may be reasonably obtained by an Active Participant;

(2) A recommendation that the Active Participants approve the amendment, or if the INTR Board determines that because of conflict of interest or other special circumstances it should not make a favorable recommendation, the basis for that determination;

(3) A statement of any condition of the Board's submission of the amendment to the Active Participants; and

(4) Notice of the meeting at which the proposed amendment will be considered, which must be given in the same manner as notice for a special meeting of Active Participants.

(a) A substantive change to a proposed amendment of the bylaws may not be made at the Active Participants meeting at which a vote on the amendment occurs.

(b) A non-substantive change to a proposed amendment of the bylaws may be made at the Active Participants meeting at which the vote on the amendment occurs and need not be separately voted upon by the board of directors.

(c) A vote to adopt a non-substantive change to a proposed amendment to the bylaws must be by the same percentage of votes required to pass a proposed amendment.

(d) This section applies if the by-laws provide for voting by district or class, or if there is one or more identifiable voting groups that a proposed amendment to the INTR Act would affect differently from other Active Participants with respect to matters identified in paragraphs (1) through (5) of subsection (e) of Section 37 of the act. Approval of the amendment requires the same percentage of votes of the Active Participants of that district, class, or voting group required in Sections 37 and 53 of the Act.

(e) If a proposed amendment to the bylaws would affect Active Participants in two or more districts or classes entitled to vote separately under subsection (a) of this section in the same or a substantially similar way, the districts or classes affected must vote as a single voting group unless the bylaws otherwise provide for separate voting.

(f) Subject to Section 36 of the act and subsections (c) and (d) of this section, an amendment to the bylaws must be approved by:

(1) At least two-thirds (2/3) of the voting power of Active Participants present at an Active Participants meeting called under Section 34 of this Act; and

(2) If E-Coup has Investor Active Participants, at least a majority of the votes cast by Patron Active Participants, unless the bylaws require a greater percentage vote by Patron Active Participants.

(g) Subject to Section 36 of the act and subsections (c), (d), (e) and (f) of this section, an amendment to the bylaws must be approved by:

(1) At least a majority vote of the voting power of all Active Participants present at an Active Participants meeting called under Section 34 of this act, unless the by-laws require a greater percentage; and

(2) If E-Coup has Investor Active Participants, a majority of the votes cast by Patron Active Participants, unless the bylaws require a larger affirmative vote by Patron Active Participants.

(h) The bylaws may require that the percentage of votes under paragraph (1) of subsection (a) of this section or paragraph (1) of subsection (b) of this section be:

(1) A different percentage that is not less than a majority of Active Participants voting at the meeting;

(2) Measured against the voting power of all Active Participants; or

(3) A combination of paragraphs (1) and (2) of this subsection.

(i) Consent in a record by an Active Participant must be delivered to E-Coup before delivery of an amendment to the articles of organization or restated articles of organization for filing pursuant to Section 39 of this act, if as a result of the amendment the Active Participant will have:

(1) Personal liability for an obligation of the association; or

(2) An obligation or liability for an additional contribution.

(e) The vote required to amend bylaws must satisfy the requirements of subsection (a) of this section if the proposed amendment modifies:

(1) The equity capital structure of the limited cooperative association, including the rights of the association's Active Participants to share in profits or distributions, or the relative rights, preferences, and restrictions granted to or imposed upon one or more districts, classes, or voting groups of similarly situated Active Participants;

- (2) The transferability of an Active Participant's interest;
- (3) The manner or method of allocation of profits or losses among Active Participants;
- (4) The quorum for a meeting and the rights of voting and governance; or
- (5) Unless otherwise provided in the organic rules, the terms for admission of new Active Participants.
- (j) Except for the matters described in subsection (e) of this section, the articles of organization may delegate amendment of all or a part of the bylaws to the board of directors without requiring Active Participant approval.
- (k) If the articles of organization delegate amendment of bylaws to the board of directors, the board shall provide a description of any amendment of the bylaws made by the board to the Active Participants in a record not later than thirty (30) days after the amendment, but the description may be provided at the next annual Active Participants meeting if the meeting is held within the thirty-day period.
- (l) E-Coup L.C.A., by the affirmative vote of a majority of the board of directors taken at a meeting for which the purpose is stated in the notice of the meeting, may adopt restated articles of organization that contain the original articles as previously amended. Restated articles may contain amendments if the restated articles are adopted in the same manner and with the same vote as required for amendments to the articles under subsection (a) of Section 37 of the act. Upon filing, restated articles supersede the existing articles and all amendments.
- (m) To amend its articles of organization, E-Coup L.C.A. must deliver to the Secretary of State for filing an amendment of the articles, or restated articles of organization or articles of conversion or merger pursuant to Article 16 of the Uniform Limited Cooperative Association Act of 2009, which contain one or more amendments of the articles of organization, stating:

NINETEENTH: ACTIVE PARTICIPANT PATRON MEMBERSHIP

- (a) To begin business, E-Coup must have at least two Patron Active Participants unless the sole Active Participant is a cooperative.
- (b) A person becomes an Active Patron Participant:
 - (1) As provided in the by-laws and subject to their agreement to expend best efforts to advance the E-Coup L.C.A.;
 - (2) As the result of a merger or conversion under Article 16 of the Uniform Limited Cooperative Association Act of 2009; or
 - (3) By applying for SELF>TRAK\$ and passing KYC and AML requirements in accordance with FinCEN or other regulatory body and then by agreeing to be bound by the by-laws and rules of the E-Coup L.C.A. and thereafter expending efforts to promote, sustain and make profitable E-Coup L.C.A..
- (c) An Active Participant, solely by reason of being an Active Participant, may not act for or bind the limited cooperative association
- (d) Unless the articles of organization otherwise provide, a debt, obligation, or other liability of E-Coup is solely that of the association and is not the debt, obligation, or liability of an Active Participant solely by reason of being an Active Participant.
- (e) Not later than ten (10) business days after receipt of a demand made in a record, E-Coup shall permit an Active Participant to obtain, inspect, and copy in the association's principal office

required information listed in paragraphs (1) through (8) of subsection (a) of Section 14 of this act during regular business hours. An Active Participant need not have any particular purpose for seeking the information. The association is not required to provide the same information listed in paragraphs (2) through (8) of subsection (a) of Section 14 of this act to the same Active Participant more than once during a six-month period.

(f) On demand made in a record received by the limited cooperative association, an Active Participant may obtain, inspect, and copy in the association's principal office required information listed in paragraphs (9), (10), (12), (13), (16) and (18) of subsection (a) of Section 14 of this act during regular business hours, if:

- (1) The Active Participant seeks the information in good faith and for a proper purpose reasonably related to the Active Participant's interest;
- (2) The demand includes a description with reasonable particularity of the information sought and the purpose for seeking the information;
- (3) The information sought is directly connected to the Active Participant's purpose; and
- (4) The demand is reasonable.

(g) Not later than ten (10) business days after receipt of a demand pursuant to subsection (b) of this section, E-Coup L.C.A. shall provide, in a record, the following information to the Active Participant that made the demand:

- (1) If the association agrees to provide the demanded information:
 - (A) what information the association will provide in response to the demand; and
 - (B) a reasonable time and place at which the association will provide the information; or
- (2) If the association declines to provide some or all of the demanded information, the association's reasons for declining.

(h) A person dissociated as an Active Participant may obtain, inspect, and copy information available to an Active Participant under subsection (a) or (b) of this section by delivering a demand in a record to the limited cooperative association in the same manner and subject to the same conditions applicable to an Active Participant under subsection (b) of this section if:

- (1) The information pertains to the period during which the person was an Active Participant in the association; and
- (2) The person seeks the information in good faith.

(i) E-Coup shall respond to a demand made pursuant to subsection (d) of this section in the manner provided in subsection (c) of this section.

(j) Not later than ten (10) business days after receipt by the limited cooperative association of a demand made by an Active Participant in a record, but not more often than once in a six-month period, the association shall deliver to the Active Participant a record stating the information with respect to the Active Participant required by paragraph (17) of subsection (a) of Section 14 of this act.

(k) E-Coup may impose reasonable restrictions, including non-disclosure restrictions, on the use of information obtained under this section. In a dispute concerning the reasonableness of a restriction under this subsection, the association has the burden of proving reasonableness.

(l) E-Coup may charge a person that makes a demand under this section reasonable costs of copying, limited to the costs of labor and material.

(m) A person that may obtain information under this section may obtain the information through an attorney or other agent. A restriction imposed on the person under subsection (g) of this section or by the bylaws applies to the attorney or other agent.

(n) The rights stated in this section does not extend to a person as transferee.

(o) The bylaws may require the limited cooperative association to provide more information than required by this section and may establish conditions and procedures for providing the information.

(p) Active Participants shall meet annually at a time provided in the INTR Actor set by the board of directors not inconsistent with the organic rules.

(q) An annual Active Participants meeting may be held inside or outside this state at the place stated in the bylaws or selected by the board of directors not inconsistent with the organic rules.

(r) Unless the bylaws otherwise provide, Active Participants may attend or conduct an annual Active Participants meeting through any means of communication if all Active Participants attending the meeting can communicate with each other during the meeting.

(s) The board of directors shall report, or cause to be reported, at the association's annual Active Participants meeting the association's business and financial condition as of the close of the most recent fiscal year.

(t) Unless the bylaws otherwise provide, the board of directors shall designate the presiding officer of the association's annual Active Participants meeting.

(u) Failure to hold an annual Active Participants meeting does not affect the validity of any action by the limited cooperative association.

(v) A special meeting of Active Participants may be called only:

(1) As provided in the organic rules;

(2) By a majority vote of the board of directors on a proposal stating the purpose of the meeting;

(3) By demand in a record signed by Active Participants holding at least twenty percent (20%) of the voting power of the people in any district or class entitled to vote on the matter that is the purpose of the meeting stated in the demand; or

(4) By demand in a record signed by Active Participants holding at least ten percent (10%) of the total voting power of all the persons entitled to vote on the matter that is the purpose of the meeting stated in the demand.

(w) A demand under paragraph (3) or (4) of subsection (a) of this section must be submitted to the officer of the limited cooperative association charged with keeping its records.

(x) Any voting Active Participant may withdraw its demand under paragraph (3) or (4) of subsection (a) of this section before receipt by the limited cooperative association of demands sufficient to require a special meeting of Active Participants.

(y) A special meeting of Active Participants may be held inside or outside this state at the place stated in the by-laws or selected by the board of directors not inconsistent with the organic rules.

(z) Unless the by-laws otherwise provide, Active Participants may attend or conduct a special meeting of Active Participants through the use of any means of communication if all Active Participants attending the meeting can communicate with each other during the meeting.

(aa) Only business within the purpose or purposes stated in the notice of a special meeting of Active Participants may be conducted at the meeting.

(bb) Unless otherwise provided, the presiding officer of a special meeting of Active Participants shall be designated by the chairman of the board of directors.

(cc) E-Coup shall notify each Active Participant of the time, date, and place of an Active Participants meeting at least fifteen (15) and not more than sixty (60) days before the meeting.

(dd) Unless the articles of organization otherwise provide, notice of an annual Active Participants meeting need not include any purpose of the meeting.

(ee) Notice of a special meeting of Active Participants must include each purpose of the meeting as contained in the demand under paragraph (3) or (4) of subsection (a) of Section 46 of this act or as voted upon by the board of directors under paragraph (2) of subsection (a) of Section 46 of this act.

(ff) Notice of an Active Participants meeting must be given in a record unless oral notice is reasonable under the circumstances.

(gg) An Active Participant may waive notice of an Active Participants meeting before, during, or after the meeting.

(hh) An Active Participant's participation in an Active Participants meeting is a waiver of notice of that meeting unless the Active Participant objects to the meeting at the beginning of the meeting or promptly upon the Active Participant's arrival at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(ii) The E-Coup L.C.A. Articles of Organization purpose and intention is that HODL>TRAK\$, TRAK\$>Credits, TRAK\$>WERX and AD>TRAK\$ serve several functions in relation to Patron efforts and the commodities, services, goods, and hemp farmers, MMJ licensees- growers, labs, processors, patients, caregivers, dispensaries and transporters, who actively participate as Patron, active participant members with E-Coup L.C.A..

- 1) Patron Membership Identification.
- 2) Patron Certificate of Membership.
- 3) Patron Active Participation Verification for Influence and Governance in the L.C.A.
- 4) Patron purchasing and selling commodities, goods, services, and medical marijuana.
- 5) Patron paying vendors and employees.
- 6) Patron tax remittance.
- 7) Patron marketing data.
- 8) Patron product recall and medical efficacy data.
- 9) Patron surveys.
- 10) Patron accounting and OMMA/OTC Audits
- 11) Other purposes or uses as determined by the INTR Board or Patron Working Groups, Charters and Steering Committees.

TWENTIETH: PARTICIPATION BASED ON PRO RATA OWNERSHIP AND PATRON EFFORTS

A) PATRON ACTIVE PARTICIPATION

1) Except as provided by subsection (a) of Section 51 of the Act, each Patron Active Participant has (a) The by-laws may allocate participation and influence among Patron Active Participants on the basis of one or a combination of the following:

2) HODL>TRAK\$ rewards and tier-based, TIER>TRAK\$ are positions dependent upon the Patrons' HODL>TRAK\$ reward accounts (TRAK\$>WERX and AD>TRAK\$) as determined by the level of voluntary efforts and support given to the Co-op, Buffalo Reserve

and Tribal Reserve Trusts as is allowed for by the Tribal Reserve Board and verified by the Tribal Reserve Board Chairman. Such tier-based rewards will be published as the Chairman directs. Tier Seniority Level Basis may be determined by the pro rata quantity of HODL>TRAK\$ rewards (AD>TRAK\$, TIER>TRAK\$ and/or TRAK\$>WERX.) obtained by the Patron for their efforts. If a Patron Active Participant is a cooperative, the number of HODL>TRAK\$ held by Patron Active Participants.

(b) The INTR Act may provide for the allocation of Patron Active Participant participation by districts or class, or any combination thereof.

B) Participation Requirements for Active Participants

If the limited cooperative association has both Patron and Investor Active Participants, the following rules apply:

(1) The total electoral and participating power of all Patron Active Participants may not be less than 50% of the entire patron active participants entitled to participate.

(2) Action on any matter is approved only upon the affirmative consent of at least a majority of:

(a) all Active Participants participating at the meeting unless more than a majority is required by Articles 4, 12, 15 through 16 of the Uniform Limited Cooperative Association Act of 2009 or the organic rules; and

(b) votes cast by Patron Active Participants unless the INTR Act, INFCP regulations or by-laws require a larger affirmative vote by Patron Active Participants.

(3) The INTR Act, INFCP Regulations, or by-laws may provide for the percentage of the affirmative votes must be cast by Investor Active Participants to approve the matter.

C) Manner of Voting

(1) Unless the INTR Act, INFCP Regulations, or by-laws otherwise provide, voting by proxy at an Active Participants meeting is prohibited. This subsection does not prohibit delegate voting based on district or class or the use of computers and blockchain to calculate and to record votes.

(2) If voting by proxy is permitted, a Patron Active Participant may appoint only another Patron Active Participant as a proxy and, if investor Active Participants are permitted, an investor Active Participant may appoint only another investor Active Participant as a proxy.

(3) The INTR Act, INFCP Regulations or bylaws may provide for the manner of and provisions governing the appointment of a proxy.

(4) The INTR Act, INFCP Regulations or bylaws may provide for voting on any question by ballot delivered by mail or voting by other means on questions that are subject to vote by Active Participants.

D) Action without a Meeting

(1) Unless the INTR Act, INFCP Regulations or by-laws require that action be taken only at an Active Participants meeting, any action that may be taken by the Active Participants may be taken without a meeting if each Active Participant entitled to vote on the action consents in a record to the action.

(2) Consent under subsection (a) of this section may be withdrawn by an Active Participant in a record at any time before the limited cooperative association receives a consent from each Active Participant entitled to vote.

(3) Consent to any action may specify the effective date or time of the action.

TWENTY-FIRST: Districts and Delegates – Classes

(a) The INTR Act, INFCP Regulations and by-laws may provide for the formation of geographic or subject matter districts of Patron Active Participants and:

(1) For the conduct of Patron Active Participant meetings by districts or subject matter and the election of directors, committee chairpersons at the meetings; or

(2) That districts may elect district subject matter delegates to represent and vote for the district at Active Participants meetings.

(b) A delegate elected under paragraph (2) of subsection (a) of this section has one vote unless voting power is otherwise allocated by the organic rules.

(c) The INTR Act, INFCP Regulations and bylaws may provide for the establishment of classes of Active Participants, for the preferences, rights, and limitations of the classes, and:

(1) For the conduct of Active Participants and Committee meetings by subject matter, geographic districts and classes and the election of directors and committee members at the meetings; or

(2) That classes may elect class delegates to represent and vote for the class in Active Participants meetings.

(d) A delegate elected under paragraph (2) of subsection (c) of this section has one vote unless voting power is otherwise allocated by the organic rules.

TWENTY-SECOND: ACTIVE PARTICIPANT'S INTEREST

An Active Participant's interest can be denominated by HODL>TRAK\$, AD>TRAK\$ and TRAK\$>WERX or other classes of TRAK\$:

(1) Is personal property;

(2) Consists of:

(A) governance rights;

(B) financial rights; and

(C) the right or obligation, if any, to do business with the limited cooperative association; and

(3) May be in certificated or uncertificated form.

TWENTY-THIRD: PATRON AND INVESTOR ACTIVE PARTICIPANTS' INTERESTS

(a) Unless the INTR Act, INFCP Regulations and bylaws establish investor Active Participants' interests, an Active Participant's interest is a Patron Active Participant's interest.

(b) Unless the INTR Act, INFCP Regulations and bylaws otherwise provide, if E-Coup has investor Active Participants, while a person is an Active Participant of the association, the person:

(1) If admitted as a Patron Active Participant, remains a Patron Active Participant;

(2) If admitted as an investor Active Participant, remains an investor Active Participant; and

(3) If admitted as a Patron Active Participant and investor Active Participant remains a Patron and investor Active Participant if not dissociated in one of the capacities.

TWENTY-FOURTH: TRANSFERABILITY OF ACTIVE PARTICIPANT'S INTEREST

- (a) The provisions of the Uniform Limited Cooperative Act of 2009 relating to the transferability of an Active Participant's interest are subject to the Uniform Commercial Code.
- (b) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, an Active Participant's interest other than financial rights are not transferable, TRAK\$>Credits are always transferable to other Patron or Investor members on the PAY>TRAK\$ platform. TRAK\$>Credits may not be transferred to any person who is not a Patron or Investor Active Member.
- (c) Unless a transfer is restricted or prohibited by the organic rules, an Active Participant may transfer its financial rights in the limited cooperative association.
- (d) The terms of any restriction on transferability of financial rights must be:
 - (1) Set forth in the INTR Act, INFCP Regulations or by-laws and the Active Participant records of the association; and
 - (2) Conspicuously noted on any certificates evidencing an Active Participant's interest.
- (e) A transferee of an Active Participant's financial rights, to the extent the rights are transferred, has the right to share in the allocation of profits or losses and to receive the distributions to the Active Participant transferring the interest to the same extent as the transferring Active Participant.
- (f) A transferee of an Active Participant's financial rights does not become an Active Participant upon transfer of the rights unless the transferee is admitted as an Active Participant by the limited cooperative association.
- (g) E-Coup need not give effect to a transfer under this section until the association has notice of the transfer.
- (h) A transfer of an Active Participant's financial rights in violation of a restriction on transfer contained in the INTR Act, INFCP Regulations or by-laws is ineffective as to a person having notice of the restriction at the time of transfer.

TWENTY-FIFTH: SECURITY INTEREST AND SET-OFF

- (a) An Active Participant or transferee may create an enforceable security interest in its financial rights in E-Coup.
- (b) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, an Active Participant may not create an enforceable security interest in the Active Participant's governance rights in E-Coup.
- (c) The INTR Act, INFCP Regulations and by-laws may provide that E-Coup has a security interest in the financial rights of an Active Participant to secure payment of any indebtedness or other obligation of the Active Participant to the association. A security interest provided for in the INTR Act, INFCP Regulations or by-laws is enforceable under, and governed by, Article 9 of the Uniform Commercial Code.
- (d) Unless the INTR Act, INFCP Regulations and by-laws otherwise provide, an Active Participant may not compel the limited cooperative association to offset financial rights against any indebtedness or obligation owed to the association.

Charging Orders for Judgment Creditor of Active Participant or Transferee

(a) On application by a judgment creditor of an Active Participant or transferee, a court may enter a charging order against the financial rights of the judgment debtor for the unsatisfied amount of the judgment. A charging order issued under this subsection constitutes a lien on the judgment debtor's financial rights and requires the E-Coup to pay over to the creditor or receiver, to the extent necessary to satisfy the judgment, any distribution that would otherwise be paid to the judgment debtor.

(b) To the extent necessary to effectuate the collection of distributions pursuant to a charging order under subsection (a) of this section, the court may:

(1) Appoint a receiver of the share of the distributions due or to become due to the judgment debtor under the judgment debtor's financial rights, with the power to make all inquiries the judgment debtor might have made; and

(2) Make all other orders that the circumstances of the case may require to give effect to the charging order.

(c) Upon a showing that distributions under a charging order will not pay the judgment debt within a reasonable time, the court may foreclose the lien and order the sale of the financial rights. The purchaser at the foreclosure sale obtains only the financial rights that are subject to the charging order, does not thereby become an Active Participant, and is subject to Section 59 of this act.

(d) At any time before a sale pursuant to a foreclosure, an Active Participant or transferee whose financial rights are subject to a charging order under subsection (a) of this section may extinguish the charging order by satisfying the judgment and filing a certified copy of the satisfaction with the court that issued the charging order.

(e) At any time before sale pursuant to a foreclosure, the limited cooperative association or one or more Active Participants whose financial rights are not subject to the charging order may pay to the judgment creditor the full amount due under the judgment and succeed to the rights of the judgment creditor, including the charging order. Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, the association may act under this subsection only with the consent of all Active Participants whose financial rights are not subject to the charging order.

(f) The Uniform Limited Cooperative Association Act of 2009 does not deprive any Active Participant or transferee of the benefit of any exemption laws applicable to the Active Participant's or transferee's financial rights.

(g) This section provides the exclusive remedy by which a judgment creditor of an Active Participant or transferee may satisfy the judgment from the Active Participant's or transferee's financial rights.

TWENTY-SIXTH: MARKETING CONTRACTS

(a) In this article, "marketing contract" means a contract between E-Coup and another person, that need not be a Patron Active Participant:

(1) Requiring the other person to sell, or deliver for sale or marketing on the person's behalf, a specified part of the person's products, commodities, or goods exclusively to or through the association or any facilities furnished by the association; or

- (2) Authorizing the association to act for the person in any manner with respect to the products, commodities, or goods.
- (b) If a marketing contract provides for the sale of products, commodities, or goods to E-Coup, the sale transfers title to the association upon delivery or at any other specific time expressly provided by the contract.
- (c) A marketing contract may:
 - (1) Authorize E-Coup to create an enforceable security interest in the products, commodities, or goods delivered; and
 - (2) Allow E-Coup to sell the products, commodities, or goods delivered and pay the sales price on a pooled or other basis after deducting selling costs, processing costs, overhead, expenses, and other charges.
- (d) Some or all of the provisions of a marketing contract between a Patron Active Participant and E-Coup may be contained in the INTR Act, INFCP Regulations or by-laws.
- (e) The initial duration of a marketing contract may not exceed ten (10) years, but the contract may be self-renewing for additional periods not exceeding five (5) years each. Unless the contract provides for another manner or time for termination, either party may terminate the contract by giving notice in a record at least ninety (90) days before the end of the current term.

TWENTY-SEVENTH: REMEDIES FOR BREACH OF CONTRACT

- (a) Damages to be paid to E-Coup for breach or anticipatory repudiation of a marketing contract may be liquidated, but only at an amount or under a formula that is reasonable in light of the actual or anticipated harm caused by the breach or repudiation. A provision that so provides is not a penalty.
- (b) Upon a breach of a marketing contract, whether by anticipatory repudiation or otherwise, E-Coup may seek:
 - (1) An injunction to prevent further breach.

TWENTY-EIGHTH: QUALIFICATIONS OF DIRECTORS

- (a) Unless the INTR Act otherwise provides, and subject to subsection (c) of this section, each of the three directors elected by the Active Participants of E-Coup must be an individual, who is an Active Participant of the association or an individual, who is designated by an Active Participant that is not an individual for purposes of qualifying and serving as a director. Initial E-Coup directors will be appointed by the INTR Board Chairman and need not be Active Participants.
- (b) Unless the INTR Act otherwise provides, a director may be an officer or employee of the limited cooperative association.
- (c) If the INTR Act, INFCP Regulations or by-laws provide for non-Active Participant directors, the number of non-Active Participant directors may not exceed:
 - (1) One, if there are two through four directors;
 - (2) Two, if there are five through eight directors; or
 - (3) One-third (1/3) of the total number of directors if there are at least nine directors.
- (d) The INTR Act may provide qualifications for directors in addition to those in this section.

TWENTY-NINTH: ELECTION OF DIRECTORS AND COMPOSITION OF BOARD

- (a) Unless the INTR Act require a greater number:
 - (1) The number of directors that must be Patron Active Participants may not be fewer than:
 - (A) one, if there are two or three directors;
 - (B) two, if there are four or five directors;
 - (C) three, if there are six through eight directors; or
 - (D) one-third (1/3) of the directors if there are at least nine directors; and
 - (2) A majority of the board of directors must be elected exclusively by Patron Active Participants.
- (b) Unless the INTR Act otherwise provides, if the limited cooperative association has investor Active Participants, the directors who are not elected exclusively by Patron Active Participants are elected by the investor Active Participants.
- (c) Subject to subsection (a) of this section, the INTR Act may provide for the election of all or a specified number of directors by one or more districts or classes of Active Participants.
- (d) Subject to subsection (a) of this section, the INTR Act may provide for the nomination or election of directors by districts or classes, directly or by district delegates.
- (e) If a class of Active Participants consists of a single Active Participant, the INTR Act may provide for the Active Participant to appoint a director or directors.
- (f) Unless the INTR Act otherwise provides, cumulative voting for directors is prohibited.
- (g) Except as otherwise provided by the organic rules, subsection (e) of this section, or Sections 31, 55, 56 and 74 of the Act, Active Participant directors must be elected at an annual Active Participants meeting.

THIRTIETH: TERM OF E-COUP L.C.A. DIRECTOR

- (a) Unless the INTR Act, by-laws, or INFCP Regulations otherwise provide, and subject to subsections (c) and (d) of this section and subsection (c) of Section 31 of this act, the term of an E-Coup Director expires at the annual Active Participants meeting following the E-Coup Director's election or appointment. The term of a director may not exceed three (3) years.
- (b) Unless the INFCP Regulations, the by-laws or INTR Act otherwise provide, a director may be reelected.
- (c) Except as otherwise provided in subsection (d) of this section, a director continues to serve until a successor director is elected or appointed and qualified or the director is removed, resigns, is adjudged incompetent, or dies.
- (d) Unless the INTR Act, INFCP Regulations or bylaws otherwise provide, a director does not serve the remainder of the director's term if the director ceases to qualify to be a director.

THIRTY-FIRST: RESIGNATION OF E-COUP L.C.A. DIRECTOR

An E-Coup Director may resign at any time by giving notice in a record to the limited cooperative association. Unless the notice states a later effective date, a resignation is effective when the notice is received by the association.

THIRTY-SECOND: REMOVAL OF DIRECTOR

Unless the INTR, INFCP Regulations or bylaws provide, the following rules apply:

- (1) Active Participants may remove an E-Coup Director with or without cause.
- (2) An Active Participant or Active Participants holding at least ten percent (10%) of the total voting power entitled to be voted in the election of an E-Coup Director may demand removal of the director by one or more signed petitions submitted to the officer of the limited cooperative association charged with keeping its records.
- (3) Upon receipt of a petition for removal of an E-Coup Director, an officer of the association or the INTR board of directors shall:
 - (A) call a special meeting of Active Participants to be held not later than ninety (90) days after receipt of the petition by the association; and
 - (B) mail or otherwise transmit or deliver in a record to the Active Participants entitled to vote on the removal, and to the director to be removed, notice of the meeting which complies with Section 47 of this act.
- (4) A director is removed if the votes in favor of removal are equal to or greater than the votes required to elect the director.

THIRTY-THIRD: SUSPENSION OF DIRECTOR BY BOARD

- (a) The board of directors may suspend a director if, considering the director's course of conduct and the inadequacy of other available remedies, immediate suspension is necessary for the best interests of the association and the director is engaging, or has engaged, in:
 - (1) Fraudulent conduct with respect to the association or its Active Participants;
 - (2) Gross abuse of the position of director;
 - (3) Intentional or reckless infliction of harm on the association; or
 - (4) Any other behavior, act, or omission as provided by the organic rules.
- (b) A suspension under subsection (a) of this section is effective for thirty (30) days unless the board of directors' calls and gives notice of a special meeting of Active Participants for removal of the director before the end of the thirty-day period in which case the suspension is effective until adjournment of the meeting or the director is removed.

THIRTY-FOURTH: VACANCY ON BOARD

- (a) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, a vacancy on the board of directors must be filled:
 - (1) Within a reasonable time by majority vote of the remaining directors until the next annual Active Participants meeting or a special meeting of Active Participants called to fill the vacancy; and

(2) For the unexpired term by Active Participants at the next annual Active Participants meeting or a special meeting of Active Participants called to fill the vacancy.

(b) Unless the INTR Act, INFCP Regulations or by-laws otherwise provides, if a vacating director was elected or appointed by a class of Active Participants or a district:

(1) The new director must be of that class or district; and

(2) The selection of the director for the unexpired term must be conducted in the same manner as would the selection for that position without a vacancy.

(c) If an Active Participant appointed a vacating director, the INTR Act may provide for that Active Participant to appoint a director to fill the vacancy.

THIRTY-FIFTH: REMUNERATION OF DIRECTORS

Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, the board of directors, with the concurrence of the Tribal Reserve Board Chairman, may set the remuneration of directors and of non-director committee Active Participants appointed under subsection (a) of Section 82 of this Act.

THIRTY-SIXTH: MEETINGS

(a) A board of directors shall meet at least annually and may hold meetings inside or outside this state.

(b) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, a board of directors may permit directors to attend or conduct board meetings through the use of any means of communication, if all directors attending the meeting can communicate with each other during the meeting.

THIRTY-SEVENTH: ACTION WITHOUT MEETING

(a) Unless prohibited by the organic rules, any action that may be taken by a board of directors may be taken without a meeting if each director consents in a record to the action.

(b) Consent under subsection (a) of this section may be withdrawn by a director in a record at any time before the limited cooperative association receives consent from all directors.

(c) A record of consent for any action under subsection (a) of this section may specify the effective date or time of the action.

THIRTY-EIGHTH: MEETINGS AND NOTICE

(a) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, a board of directors may establish a time, date, and place for regular board meetings, and notice of the time, date, place, or purpose of those meetings is not required.

(b) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, notice of the time, date, and place of a special meeting of the board of directors must be given to all directors at

least three (3) days before the meeting, the notice must contain a statement of the purpose of the meeting, and the meeting is limited to the matters contained in the statement.

THIRTY-NINTH: WAIVER OF NOTICE OF MEETING

(a) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, a director may waive any required notice of a meeting of the board of directors in a record before, during, or after the meeting.

(b) Unless the INTR Act, INFCP regulations or by-laws otherwise provide, a director's participation in a meeting is a waiver of notice of that meeting unless:

(1) The director objects to the meeting at the beginning of the meeting or promptly upon the director's arrival at the meeting and does not thereafter vote in favor of or otherwise assent to the action taken at the meeting; or

(2) The director promptly objects upon the introduction of any matter for which notice under Section 78 of this act has not been given and does not thereafter vote in favor of or otherwise assent to the action taken on the matter.

FORTIETH: QUORUM

(a) Unless the articles of organization provide for a greater number, a majority of the total number of directors specified by the INTR Act, INFCP Regulations or by-laws constitutes a quorum for a meeting of the directors.

(b) If a quorum of the board of directors is present at the beginning of a meeting, any action taken by the directors' present is valid even if withdrawal of directors originally present results in the number of directors being fewer than the number required for a quorum.

(c) A director present at a meeting but objecting to notice under paragraph (1) or (2) of subsection (b) of Section 79 of this act does not count toward a quorum.

FORTY-FIRST: VOTING

(a) Each director shall have one vote for purposes of decisions made by the board of directors.

(b) Unless the INTR Act, INFCP Regulations or by-laws otherwise provides, the affirmative vote of a majority of directors present at a meeting is required.

FORTY-SECOND: COMMITTEES

(a) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, the board of directors may create one or more committees and appoint one or more individuals to serve on a committee.

(b) Unless the INTR Act, INFCP Regulations, or by-laws otherwise provide, an individual appointed to serve on a committee of E-Coup need not be a director or Active Participant.

(c) An individual who is not a director and is serving on a committee has the same rights, duties, and obligations as a director serving on the committee.

(d) Unless the INTR Act otherwise provides, each committee of E-Coup may exercise the powers delegated to it by the board of directors, but a committee may not:

- (1) Approve allocations or distributions except according to a formula or method prescribed by the board of directors, subject to the review and approval of the Tribal Reserve Board Chairman;
- (2) Approve or propose to Active Participants action requiring approval of Active Participants; or
- (3) Fill vacancies on the board of directors or any of its committees.
- (4) Waive sovereign immunity of the Tribal Reserve or incur an obligation for the E-Coup, unless ratified or pre-approved in writing signed and under seal by and of the Chairman of the Tribal Reserve Board.

FORTY-THIRD: STANDARDS OF CONDUCT AND LIABILITY

Except as otherwise provided in Section 85 of the act:

- (1) The discharge of the duties of a director or Active Participant of a committee of the board of directors is governed by the law applicable to directors of entities organized under the Oklahoma General Corporation Act; and
- (2) The liability of a director or Active Participant of a committee of the board of directors is governed by the law applicable to directors of entities organized under the Oklahoma General Corporation Act.

FORTY-FOURTH: CONFLICT OF INTEREST

- (a) The law applicable to conflicts of interest between a director of an entity organized under the Oklahoma General Corporation Act governs conflicts of interest between E-Coup and a director or Active Participant of a committee of the board of directors.
- (b) A director does not have a conflict of interest under the Uniform Limited Cooperative Association Act of 2009 or the INTR Act solely because the director's conduct relating to the duties of the director may further the director's own interest.

FORTY-FIFTH: OTHER CONSIDERATIONS OF DIRECTORS

Unless the articles of organization otherwise provide, in considering the best interests of E-Coup, a director of the association in discharging the duties of director, in conjunction with considering the long- and short-term interest of the association and its Patron Active Participants, may consider:

- (1) The interest of employees, customers, and suppliers of the association;
- (2) The interest of the community in which the association operates; and
- (3) Other cooperative principles and values that may be applied in the context of the decision.

FORTY-SIXTH: RIGHT OF DIRECTOR OR COMMITTEE OR ACTIVE PARTICIPANT TO INFORMATION

A director or an Active Participant of a committee appointed under Section 82 of the Act may obtain, inspect, and copy all information regarding the state of activities and financial condition of the limited cooperative association and other information regarding the activities of the association if the information is reasonably related to the performance of the director's duties as a director or the committee Active Participant's duties as an Active Participant of the committee. Information obtained in accordance with this section may not be used in any manner that would violate any duty of or to the association.

FORTY-SEVENTH: APPOINTMENT AND AUTHORITY OF OFFICERS

(a) E-Coup has the officers:

(1) Provided in the organic rules; or

(2) Established by the board of directors in a manner not inconsistent with the organic rules.

(b) The INTR Act, INFCP Regulations or by-laws may designate or, if the rules do not designate, the board of directors shall designate, one of the association's officers for preparing all records required by Section 14 of this act and for the authentication of records.

(c) Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, the board of directors shall appoint the officers of the limited cooperative association.

(d) Officers of E-Coup shall perform the duties the INTR Act, INFCP Regulations or by-laws prescribe or as authorized by the board of directors not in a manner inconsistent with the organic rules.

(e) The election or appointment of an officer of E-Coup does not of itself create a contract between the association and the officer.

(f) Unless the INTR Act otherwise provide, an individual may simultaneously hold more than one office in E-Coup.

FORTY-EIGHTH: RESIGNATION AND REMOVAL OF OFFICERS

(a) The board of directors may remove an officer at any time with or without cause.

(b) An officer of E-Coup may resign at any time by giving notice in a record to the association. Unless the notice specifies a later time, the resignation is effective when the notice is given.

FORTY-NINTH: INDEMNIFICATION

(a) Indemnification of an individual who has incurred liability or is a party or is threatened to be made a party to litigation because of the performance of a duty to, or activity on behalf of, E-Coup is governed by the Oklahoma General Corporation Act.

(b) The limited cooperative association may purchase and maintain insurance on behalf of any individual against liability asserted against or incurred by the individual to the same extent and subject to the same conditions as provided by the Oklahoma General Corporation Act.

FIFTIETH: ACTIVE PARTICIPANTS' CONTRIBUTIONS

The INTR Act, INFCP Regulations or by-laws establishes the amount, manner, or method of determining any contribution requirements for Active Participants and authorizes the Executive Chairman of the board of directors to establish the amount, manner, or other method of determining any efforts and contribution requirements for Active Participants. The determination of contributions will be measured in HODL>TRAK\$, AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX. TRAK\$>Credits- means a distributed ledger technology asset (DLTA) which operates as does a commodity and is a transferable store of value, but has the added function and use as being programmable for escrow, product and payment tracking, accounting, audits, identification, registration, notice, acknowledgement, and other purposes and functions as required by the Reserve, Credit Program, affiliated PAY>TRAK\$ subsidiaries or E-Coup Limited Cooperative Association, AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX will be HODL>TRAK\$ rewards programmed in reference to the efforts and contributions provided by the Patron as either affecting advocacy, surveys, marketing and recruiting (AD>TRAK\$) or participation in the advancement of the efforts in working groups, steering committees and other charter projects (TRAK\$>WERX).

FIFTY-FIRST: EFFORTS, CONTRIBUTION, VALUATION AND MEMBERSHIP CERTIFICATE

(a) Unless the INTR Act otherwise provides. the contributions and efforts of an Active Participant conferred upon the limited cooperative association may consist of tangible or intangible property, or other benefit or efforts provided to the association, including money, monetization of Active Participant personal data and identity, cryptocurrency, (AD>TRAK\$), licenses, patents, intellectual property, bequeaths, assignments, attendance at meetings (both in real and virtual space), labor or other services performed or to be performed, promissory notes, other agreements to contribute money or property, and contracts to be performed (TRAK\$>WERX)

(b) The receipt and acceptance of contributions and the valuation of contributions and efforts must be reflected in the Co-op's records with the Indigenous Nations Credit Program (INCP) and will be denominated for each Active Participant as (AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX) HODL>TRAK\$ reward account. Such HODL>TRAK\$ rewards account will be under the control of the Office of the Executive Chairman of the Tribal Reserve Board and any decision that the Executive Chairman makes relative thereto is final and unappealable.

(c) The board of directors, with the approval of the Executive Chairman, shall determine the value of an Active Participant contributions and efforts (AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX) received or to be received and the determination by the board of directors with the concurrence of the Tribal Reserve Board Chairman, of valuation is conclusive for purposes of determining whether the Active Participant's contribution obligation has been met or the value of any HODL>TRAK\$ rewards account (AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX.)

(d) Membership Certificate: The membership in the White Buffalo Co-op (E-Coup L.C.A.) as an Active Participant in providing efforts for continuous and profitable operations will be

represented by possession or ownership of HODL>TRAK\$, but any voting rights or equitable distributions will only be available to those AD>TRAK\$ or TRAK\$>WERX which have been converted to HODL>TRAK\$ and escrowed within a CAFT, which are the membership certificates and provide the proportional equitable basis for voting rights and participation in E-Coup Limited Cooperative Association. The HODL>TRAK\$ are a programmable distributed ledger technology asset issued by INFCA Tribal Reserve and in accordance with 18 O.S. Section 437.27, the provisions of the Securities Act shall not apply to the issuance of membership certificates by any cooperative or any such foreign corporation. The TRAK\$>Credits and HODL>TRAK\$ will be programmed in such a manner as to allow the identification of the owner (SELF>TRAK\$) and the efforts they expend upon (AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX) and on behalf of the association. Such TRAK\$ classification data will be maintained on a suitable database registry specifically designed and maintained to determine pro rata E-COUP L.C.A. ownership as a basis for Active Participants' rights and duties relative to membership and will be denominated as the HODL>TRAK\$ REWARDS SUB-ACCOUNT (AD>TRAK\$, TIER>TRAK\$, AND TRAK\$>WERX.).

(e) The digital asset at issue is referred to as TRAK\$>Credits or simply "TRAK\$" and will function as a commodity or a consumptive value to be programmed and utilized in a closed loop among the Active Participants (AP) who will be themselves members of E-COUP (L.C.A.) Limited Cooperative Association (White Buffalo Co-op) to be used for the transfer of value as a pre-paid credit or as a note, bond or other evidence of indebtedness issued by this limited cooperative association (d.b.a. White Buffalo Co-op) and for the further purpose of escrow, audit, reporting, accounting, logistical tracking, micro-payments, levying government fines, statistical research, marketing data collection, identification and location determination, among other uses. The White Buffalo Co-op networked system upon which TRAK\$>Credits will be initially offered is divided into state-level electronic fund transfer system networks referred to as (state-level) PAY>TRAK\$ and other included networks to be announced.

(f) TRAK\$>Credits have not been offered for sale as of November 10th, 2019 and are still in early development. The following narrative is a recitation concerning the TRAK\$ use case, technological design, corporate structure and the resultant legal implications. HODL>TRAK\$, AD>TRAK\$, TIER>TRAK\$ AND TRAK\$>WERX are not dependent upon TRAK\$>Credits issuance and will be made available to E-COUP L.C.A. patrons beginning November 10th, 2019.

(g) The initial Investor Active Participant, the Tribal Reserve, is a cooperative association, which is certified by the U.S. Treasury CDFI Fund as a Community Development Entity (CDE), and begins as the incubator and incorporator of the state-level PAY>TRAK\$ LLC's network and later organizes and deploys a complete system under the E-Coup Limited Cooperative Association. Then all the White Buffalo classes of members, become the Active Participants based upon the membership criteria contained in and yet to be determined in accordance with Oklahoma's Limited Cooperative Association Act and the organic documents and bylaws promulgated or adopted therein as is contained in the Articles of Organization,

(h) The TRAK\$>Credits value will be allowed to be stabilized to \$USD to provide a stable value for White Buffalo Co-op Active Participants' business activities as provided for in the E-Coup L.C.A. Articles of Organization, but such TRAK\$>Credits will never fall below or go above the value of \$1 USD."

FIFTY-SECOND: PAYMENT TRACKING USING TRAK\$>CREDITS

(a) Patron buys the TRAK\$>Credits using cash, credit or debit cards in three ways. Website buy: licensee buys TRAK\$>Credits through the web site using a mobile phone app or computer. Patron can purchase TRAK\$>Credits as a prepaid card or put credit on a smart phone wallet through a specially designed ATM using cash, debit card or credit card. ATMs will be located at dispensaries and other convenient locations. For added convenience, PAY>TRAK\$ cards can even be bought over the telephone and mailed to the patient licensee. The cannabis industry licensees or other Patrons will have ID/prepaid cards with linked accounts (growers, processors, transporters, laboratories, patients, physicians, and dispensaries) can buy and sell using our TRAK\$>Credits between themselves and through the web site or an ATM using a link to their bank account for cash redemption and to debit and credit their accounts. Microchip transponders are embedded in or bar codes attached to plants and packaging for tracking purposes. Agencies will access all data on a mobile or computer dashboard. The Co-op will provide the participating Agencies and licensees security and tracking for all transactions between all parties within the cannabis community using the PAY>TRAK\$ platform, to include employees, to maximize payment capabilities and for a legally compliant community.

(b) The purchase of TRAK\$>Credits (TRAK\$) will not be from OK PAY>TRAK\$ LLC, a third-party, The Tribal Reserve and/or the E-Coup Limited Cooperative Association (E-Coup), will be the source of the TRAK\$>Credits and the transaction to purchase TRAK\$ will not involve an investment of money in a common enterprise with a reasonable expectation of profits. The Patron expressly agrees as a basis for being enrolled in the L.C.A. and receiving TRAK\$>Credits that it will not be held for a speculative purpose and he/she will use their best efforts to pursue the ends established by the policies of the E-Coup to earn AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX. In order to transact in TRAK\$>Credits any party must become an Active Participant, acquire SELF>TRAK\$ and HODL>TRAK\$ and join as a limited cooperative associate member in E-Coup L.C.A., and to agree to exert their best efforts and act in accordance with the organic documents, articles of organization and by-laws relevant thereto. The TRAK\$>Credits are initially used to purchase cannabis and other commodities, products or services at a stable price of \$1 USD per TRAK\$. There is no reasonable expectation for a profit to be derived from the efforts of others. The expectation is that one TRAK\$>Credit will get the purchaser \$1 USD worth of cannabis industry products, goods, services or tax remittance. The Reserve will maintain the value at \$1 USD by a legal contract, network effect, \$USD asset backing and price stabilization.

(c) The organic documents, relevant federal, state and tribal law and bylaws are to have the Active Participants to be both individual and collective membership in the E-Coup Limited Cooperative Association to become Active Participants and expend effort to make contributions for profitable operations of E-Coup. The OK PAY>TRAK\$ LLC or other state level PAY>TRAK\$ LLC entities will operate in tandem with the limited cooperative association, referred to as E-Coup L.C.A. and will be operated independently but with some degree of cooperation by and through the Tribal Reserve for technical and administrative support. As more state-level Active Participants come into E-Coup or come in as state-level PAY>TRAK\$ electronic fund transfer networks, a structure for a limited cooperative association pursuant to state and or tribal law will be contractually required for each such state or tribal level entity to

provide a system of self-governance and to provide a means for obtaining economies of scale by using the Reserve and E-Coup for technological support and digital asset stability.

(d) The initial determination concerning trading and liquidity will be made by the Executive Chairman of the Tribal Reserve Board to use a closed system which is characterized as the 'PAY>TRAK\$ network', as an aspect of being the Initial Active Participant to effect the incubation and start-up, but TRAK\$>Credits purchasers themselves as Active Participants in E-Coup and state-level PAY>TRAK\$ LLC's will thereafter rely upon their own active participation efforts and democratized membership in the context of a limited cooperative association to self-govern and to make those decisions.

(e) The managerial judgements, efforts and decisions will be based upon law, regulations, contracts, and policies established through discussion and dialogue of the Active Participants and members of the E-Coup Limited Cooperative Association, which include all those who have an interest in the HODL>TRAK\$, or the Tribal Reserve and the state-level PAY>TRAK\$ LLCs. The determination of TRAK\$ economics and policy will be based upon a democratized process as represented by the number of HODL>TRAK\$ a Patron possesses pursuant to the terms of the Articles of Organization of the E-Coup Limited Cooperative Association and these Bylaws.

(f) Purchasers of HODL>TRAK\$ and TRAK\$>Credits are themselves the Active Participants with the duty to give their best efforts as has been outlined herein and to earn TIER>TRAK\$ AD>TRAK\$ and TRAK\$>WERX. Blockchain allows for immutable identification and democratic active participation in the context of a securities exempt cooperative association pursuant to tribal, state and federal laws.

(g) The Tribal Reserve has the policy of maintaining the value of the TRAK\$>Credit stable and fixed always at \$1 USD.

(f) TRAK\$>Credits are not money or securities and are more in the nature of commodities and therefore have a consumptive purpose and will have programmable features. The initial use case is in the cannabis industry, but the plan is to expand as a payment and tracking system for local, state, tribal and federal government agencies and to be used in industry and by institutions.

FIFTY-THIRD: CONTRIBUTION OF EFFORTS AND AGREEMENTS

(a) Except as otherwise provided in the agreement, the following rules apply to an agreement made by a person to provide efforts before formation of E-Coup to make a contribution or expend efforts to benefit the association:

(1) The agreement is irrevocable for six (6) months after the agreement is signed by the person unless all parties to the agreement consent to the revocation.

(2) If a person does not make a required contribution of value and efforts:

(A) the person is obligated, at the option of the association, once formed, to contribute money or efforts equal to the value of that part of the contribution that has not been made, and the obligation may be enforced as a debt to the association; or

(B) the association, once formed, may rescind the agreement if the expected and agreed upon degree of effort has not been made or debt remains unpaid more than twenty (20) days after the association demands payment from the person, and upon rescission the person has no further rights or obligations with respect to the association.

(b) Unless the INTR Act states otherwise an agreement to make a contribution measured by agreed upon contribution of efforts or other value to E-Coup otherwise provides, if a person does not make a required contribution to an association, the person or the person's estate is obligated, at the option of the association, to contribute money equal to the value of the part of the contribution which has not been made.

FIFTY-FOURTH: ALLOCATION OF PROFITS AND LOSSES AND HODL>TRAK\$ REWARDS FOR PATRON EFFORTS AND CONTRIBUTIONS.

(a) The INTR Act, INFCP Regulations or by-laws may provide for allocating profits of E-Coup among Active Participants, among persons that are not Active Participants but conduct business with the association, to an unallocated account, or any combination thereof. Unless the INTR Act otherwise provides, losses of the association must be allocated in the same proportion as profits.

(b) Unless the INTR Act otherwise provides, all profits and losses of E-Coup must be divided between Patron Active Participants and Investor Active Participants.

(c) If E-Coup has Investor Active Participants, the INTR Act may not reduce the allocation to Patron Active Participants for their efforts to less than fifty percent (50%) of profits. For purposes of this subsection, the following rules apply:

(1) Amounts paid or due on contracts for the delivery to the association by Patron Active Participants of products, goods, services or other efforts are not considered amounts allocated to Patron Active Participants.

(2) Amounts paid, due, or allocated to Investor Active Participants as a stated fixed return on equity or as a tier or seniority HODL>TRAK\$ reward classification based on seniority, tier, AD>TRAK\$ or TRAK\$>WERX are not considered amounts allocated to Investor Active Participants.

(d) Unless prohibited by the organic rules, in determining the profits for allocation under subsections (a), (b) and (c) of this section, the board of directors may first deduct and set aside a part of the profits to create or accumulate:

(1) An unallocated capital reserve; and

(2) Reasonable unallocated reserves for specific purposes, including expansion and replacement of capital assets; education, training, cooperative development; creation and distribution of information concerning principles of cooperation; and community responsibility.

(e) Subject to subsections (b) and (f) of this section and the organic rules, the board of directors shall allocate the amount remaining after any deduction or setting aside of profits for unallocated reserves under subsection (d) of this section:

(1) To Patron Active Participants in the ratio of each Active Participant's Patronage as measured by HODL>TRAK\$ (AD>TRAK\$, TIER>TRAK\$ and TRAK\$>WERX rewarded) to the total Patronage of all Patron Active Participants during the period for which allocations are to be made; and

(2) To Investor Active Participants, if any, in the ratio of each investor Active Participant contribution to the total contributions of all Investor Active Participants.

(f) For purposes of allocation of profits and losses or specific items of profits or losses of E-Coup to Active Participants, the Tribal Reserve Act may establish allocation units or methods based on separate classes of Active Participants or, for Patron Active Participants, on class, function,

division, district, department, allocation units, pooling arrangements, Active Participants' contributions, or other equitable methods.

FIFTY-FIFTH: DISTRIBUTIONS OF HODL>TRAK\$ TO REWARD PATRONS' EFFORTS

(a) Unless the INTR Act otherwise provides and subject to Section 96 of this Act, the board of directors may authorize, and the limited cooperative association may make, distributions of HODL>TRAK\$ to Active Participants based upon the tier and the seniority system administered by the Executive Chairman of the Tribal Reserve or his/her designated representative (AD>TRAK\$ and TRAK\$>WERX.).

(b) Unless the INTR Act otherwise provides, distributions to Active Participants may be made in any form, including HODL>TRAK\$, TRAK\$>Credits, money, capital credits, allocated Patronage equities, services, revolving fund certificates, and the limited cooperative association's own HODL>TRAK\$ or other securities.

FIFTY-SIXTH: REDEMPTION OR REPURCHASE

Property distributed to an Active Participant by E-Coup L.C.A., other than money, may be redeemed or repurchased as provided in a CAFT or as determined within the Tribal Reserve Act, but a redemption or repurchase may not be made without authorization by the board of directors with the concurrence of the Tribal Reserve Executive Chairman. The board may withhold authorization for any reason in its sole discretion. A redemption or repurchase is treated as a distribution for purposes of Section 96 of the Act.

FIFTY-SEVENTH: LIMITATIONS ON DISTRIBUTIONS

(a) E-Coup may not make a distribution if, after the distribution:

(1) The association would not be able to pay its debts as they become due in the ordinary course of the association's activities; or

(2) The association's assets would be less than the sum of its total liabilities.

(b) The limited cooperative association may base a determination that a distribution is not prohibited under subsection (a) of this section on financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or on a fair valuation or other method that is reasonable in the circumstances.

(c) Except as otherwise provided in subsection (d) of this section, the effect of a distribution allowed under subsection (b) of this section is measured:

(1) In the case of distribution by purchase, redemption, or other acquisition of financial rights in the limited cooperative association, as of the date money or other property is transferred or debt is incurred by the association; and

(2) In all other cases, as of the date:

(A) the distribution is authorized, if the payment occurs not later than one hundred twenty (120) days after that date; or

(B) the payment is made, if payment occurs more than one hundred twenty (120) days after the distribution is authorized.

(d) If indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness is treated as a distribution, the effect of which is measured on the date the payment is made.

(e) For purposes of this section, "distribution" does not include reasonable amounts paid to an Active Participant in the ordinary course of business as payment or compensation for commodities, goods, past or present services, or reasonable payments made in the ordinary course of business under a bona fide retirement or other benefits program.

FIFTY-EIGHTH: LIABILITY FOR IMPROPER DISTRIBUTIONS - LIMITATION OF ACTION

(a) A director who consents to a distribution that violates Section 96 of this act is personally liable to the limited cooperative association for the amount of the distribution which exceeds the amount that could have been distributed without the violation if it is established that in consenting to the distribution the director failed to comply with Section 83 or 84 of this act.

(b) An Active Participant or transferee of financial rights which received a distribution knowing that the distribution was made in violation of Section 96 of this act is personally liable to the limited cooperative association to the extent the distribution exceeds the amount that could have been properly paid.

(c) A director against whom an action is commenced under subsection (a) may:

(1) Implead in the action any other director who is liable under subsection (a) of this section and compel contribution from the person; and

(2) Implead in the action any person that is liable under subsection (b) of this section and compel contribution from the person in the amount the person received as described in subsection (b) of this section.

(d) An action under this section is barred if it is commenced later than two (2) years after the distribution.

FIFTY-NINTH: RELATION TO STATE SECURITIES LAW

Patron Active Participants' interest in E-Coup has the same exemption as provided for substantially similar interests in cooperatives under Section 437.27 of Title 18 of the Oklahoma Statutes.

SIXTIETH: ACTIVE PARTICIPANT'S DISSOCIATION

(a) A person has the power to dissociate as an Active Participant at any time, rightfully or wrongfully, by express will.

(b) Unless the INTR Act otherwise provide, an Active Participant's dissociation from E-Coup is wrongful only if the dissociation:

(1) Breaches an express provision of the organic rules; or

(2) Occurs before the termination of the limited cooperative association and:

(A) the person is expelled as an Active Participant under paragraph (3) or (4) of subsection (d) of this section; or

(B) in the case of a person that is not an individual, trust other than a business trust, or estate, the person is expelled or otherwise dissociated as an Active Participant because it dissolved or terminated in bad faith.

(c) Unless the INTR Act otherwise provides, a person that wrongfully dissociates as an Active Participant is liable to the limited cooperative association for damages caused by the dissociation. The liability is in addition to any other debt, obligation, or liability of the person to the association.

(d) An Active Participant is dissociated from the limited cooperative association as an Active Participant when:

(1) The association receives notice in a record of the Active Participant's express will to dissociate as an Active Participant, or if the Active Participant specifies in the notice an effective date later than the date the association received notice, on that later date;

(2) An event stated in the INTR Act as causing the Active Participant's dissociation as an Active Participant occurs;

(3) The Active Participant is expelled as an Active Participant under the organic rules;

(4) The Active Participant is expelled as an Active Participant by the board of directors because:

(A) it is unlawful to carry on the association's activities with the Active Participant as an Active Participant;

(B) there has been a transfer of all the Active Participant's financial rights in the association, other than:

(i) a creation or perfection of a security interest; or

(ii) a charging order in effect under Section 61 of this act which has not been foreclosed;

(C) the Active Participant is a limited liability company, association, or partnership, which has been dissolved, and its business is being wound up; or

(D) the Active Participant is a corporation or cooperative and:

(i) the Active Participant filed a certificate of dissolution or the equivalent, or the jurisdiction of formation revoked the association's charter or right to conduct business;

(ii) the association sends a notice to the Active Participant that it will be expelled as an Active Participant for a reason described in division (i) of this subparagraph; and

(iii) not later than ninety (90) days after the notice was sent under division (ii) of this subparagraph, the Active Participant did not revoke its certificate of dissolution or the equivalent, or the jurisdiction of formation did not reinstate the association's charter or right to conduct business; or

(E) the Active Participant is an individual and is adjudged incompetent;

(5) In the case of an Active Participant who is an individual, the individual dies;

(6) In the case of an Active Participant that is a trust or is acting as an Active Participant by virtue of being a trustee of a trust, all the trust's financial rights in the association are distributed;

(7) In the case of an Active Participant that is an estate, the estate's entire financial interest in the association is distributed;

(8) In the case of an Active Participant that is not an individual, partnership, limited liability company, cooperative, corporation, trust, or estate, the Active Participant is terminated; or

(9) The association participates in a merger if under the plan of merger as approved under Article 16 of the Uniform Limited Cooperative Association Act of 2009 the Active Participant ceases to be an Active Participant.

SIXTY-FIRST: EFFECT OF DISSOCIATION AS ACTIVE PARTICIPANT

(a) Upon an Active Participant's dissociation:

(1) Subject to Section 101 of this act, the person has no further rights as an Active Participant; and

(2) Subject to Section 101 of this act and Article 16 of the Uniform Limited Cooperative Association Act of 2009, any financial rights owned by the person in the person's capacity as an Active Participant immediately before dissociation are owned by the person as a transferee.

(b) A person's dissociation as an Active Participant does not of itself discharge the person from any debt, obligation, or liability to the limited cooperative association which the person incurred under the organic rules, by contract, or by other means while an Active Participant.

SIXTY-SECOND: POWER OF ESTATE OF ACTIVE PARTICIPANT

Unless the INTR Act, INFCP Regulations or by-laws provide for greater rights, if an Active Participant is dissociated because of death, dies or is expelled by reason of being adjudged incompetent, the Active Participant's personal representative or other legal representative may exercise the rights of a transferee of the Active Participant's financial rights and, for purposes of settling the estate of a deceased Active Participant, may exercise the informational rights of a current Active Participant to obtain information under Section 44 of this act.

SIXTY-THIRD: DISSOLUTION AND WINDING UP

E-Coup is dissolved only as provided in this article and upon dissolution winds up in accordance with the Act.

SIXTY-FOURTH: NONJUDICIAL DISSOLUTION

Except as otherwise provided in Sections 104 and 112 of the Act, E-Coup is dissolved and its activities must be wound up:

(1) Upon the occurrence of an event or at a time specified in the articles of organization;

(2) Upon the action of the association's organizers, board of directors, or Active Participants under Section 105 or 106 of this act; or

(3) Ninety (90) days after the dissociation of an Active Participant, which results in the association having one Patron Active Participant and no other Active Participants, unless the association:

(A) has a sole Active Participant that is a cooperative; or

(B) not later than the end of the ninety-day period, admits at least one Active Participant in accordance with the INTR Act and has at least two Active Participants, at least one of which is a Patron Active Participant.

SIXTY-FIFTH: JUDICIAL DISSOLUTION

The district court may dissolve E-Coup or order any action that under the circumstances is appropriate and equitable:

- (1) In a proceeding initiated by the Attorney General, if:
 - (A) the association obtained its articles of organization through fraud; or
 - (B) the association has continued to exceed or abuse the authority conferred upon it by law; or
- (2) In a proceeding initiated by an Active Participant, if:
 - (A) the directors are deadlocked in the management of the association's affairs, the Active Participants are unable to break the deadlock, and irreparable injury to the association is occurring or is threatened because of the deadlock;
 - (B) the directors or those in control of the association have acted, are acting, or will act in a manner that is illegal, oppressive, or fraudulent;
 - (C) the Active Participants are deadlocked in voting power and have failed to elect successors to directors whose terms have expired for two consecutive periods during which annual Active Participants meetings were held or were to be held; or
 - (D) the assets of the association are being misapplied or wasted.

SIXTY-SIXTH: VOLUNTARY DISSOLUTION BEFORE COMMENCEMENT OF ACTIVITY

A majority of the organizers or initial directors of E-Coup that has not yet begun business activity or the conduct of its affairs may dissolve the association

SIXTY-SEVENTH: VOLUNTARY DISSOLUTION BY THE BOARD AND ACTIVE PARTICIPANTS

- (a) Except as otherwise provided in Section 105 of this act, for E-Coup to voluntarily dissolve:
 - (1) A resolution to dissolve must be approved by a majority vote of the board of directors unless a greater percentage is required by the organic rules;
 - (2) The board of directors must call an Active Participants meeting to consider the resolution, to be held not later than ninety (90) days after adoption of the resolution; and
 - (3) The board of directors must mail or otherwise transmit or deliver to each Active Participant in a record that complies with Section 47 of this act:
 - (A) the resolution required by paragraph (1) of this subsection;
 - (B) a recommendation that the Active Participants vote in favor of the resolution or, if the board determines that because of conflict of interest or other special circumstances it should not make a favorable recommendation, the basis of that determination; and

(C) notice of the Active Participants meeting, which must be given in the same manner as notice of a special meeting of Active Participants.

(b) Subject to subsection (c) of this section, a resolution to dissolve must be approved by:

(1) At least two-thirds (2/3) of the voting power of Active Participants present at an Active Participants meeting called under paragraph (2) of subsection (a) of this section; and

(2) If the limited cooperative association has Investor Active Participants, at least a majority of the votes cast by Patron Active Participants, unless the INTR Act, INFCP Regulations or bylaws require a greater percentage.

(c) The INTR Act, INFCP Regulations and by-laws may require that the percentage of votes under paragraph (1) of subsection (b) of this section is:

(1) A different percentage that is not less than a majority of Active Participants voting at the meeting; or

(2) Measured against the voting power of all Active Participants; or

(3) A combination of paragraphs (1) and (2) of this subsection.

SIXTY-EIGHTH: WINDING UP

(a) E-Coup continues after dissolution only for purposes of winding up its activities.

(b) In winding up E-Coup's activities, the board of directors shall cause the association to:

(1) Discharge its liabilities, settle and close its activities, and marshal and distribute its assets;

(2) Preserve the association or its property as a going concern for no more than a reasonable time;

(3) Prosecute and defend actions and proceedings;

(4) Transfer association property; and

(5) Perform other necessary acts.

(c) After dissolution and upon application of E-Coup, an Active Participant, or a holder of financial rights, the district court may order judicial supervision of the winding up of the association, including the appointment of a person to wind up the association's activities, if:

(1) After a reasonable time, the association has not wound up its activities; or

(2) The applicant establishes other good cause.

(d) If a person is appointed pursuant to subsection (c) of this section to wind up the activities of E-Coup, the association shall promptly deliver to the Secretary of State for filing an amendment to the articles of organization to reflect the appointment.

SIXTY-NINTH: DISTRIBUTION OF ASSETS IN WINDING UP LIMITED COOPERATIVE ASSOCIATION

(a) In winding up E-Coup's business, the association shall apply its assets to discharge its obligations to creditors, including Active Participants that are creditors. The association shall apply any remaining assets to pay in money the net amount distributable to Active Participants in accordance with their right to distributions under subsection (b) of this section.

(b) Unless the INTR Act, INFCP Regulations, or by-laws otherwise provide, in this subsection "financial interests" means the amounts recorded in the names of Active Participants in the

records of E-Coup at the time a distribution is made, including amounts paid to become an Active Participant, amounts allocated but not distributed to Active Participants, and amounts of distributions authorized but not yet paid to Active Participants. Unless the INTR Act, INFCP Regulations or by-laws otherwise provide, each Active Participant is entitled to a distribution from the association of any remaining assets in the proportion of the Active Participant's financial interests to the total financial interests of the Active Participants after all other obligations are satisfied.

THE UNDERSIGNED being the hereinbefore named person, for the purpose of forming an affiliated independent limited cooperative association pursuant to the Oklahoma Limited Cooperative Association Act, the Oklahoma Indian Welfare Act, the Native American Business Development, Trade Promotion and Tourism Act and the INFCP Tribal Reserve Act of 2001, and those regulations promulgated thereto, makes this Certificate, hereby declaring and certifying that this is the act and deed of the undersigned and that the facts herein stated are true, of this 10th day of November 10th, 2019.

Rick Moore
EXECUTIVE CHAIRMAN
Indigenous Nations Tribal Reserve