



Operating Agreement

March 25, 2018

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1 Formation

1.1 Name

The name of the limited liability company is Team Palm Tree LLC.

1.2 Principal Office

Team Palm Tree LLC, 333 Nelson St SW, Unit 422, Atlanta, GA 30313

1.3 Governing Law

The Members have formed a Limited Liability Company ("Company") according to the laws in the state of Georgia. This operating agreement is entered into and effective as of the date it is adopted by the members.

1.4 Duration

In accordance with all state statutes, the duration of the company shall be perpetual.

1.5 Registered Agent

InCorp Services, Inc. 2000 Riveredge Pkwy. NW, Ste. 885 Atlanta, GA 30328

1.6 Purpose

The purpose for which this Company is organized is to transact any or all lawful business for which Limited Liability Companies may be organized.

1.7 Management

The Company is member-managed, overriding any management declaration in the Articles of Organization.

1.8 Indemnification of Managers and Members

Under the current law, including any Revisions hereafter, each Manager or Member shall be entitled to the fullest indemnification available to them. Each Manager or Member shall be liable to the Company for the following actions:

- The breach of the Manager's or Member's loyalty to the Company, or its Members.
- To be liable hereunder the Manager or Member in question must have acted in a malicious or grossly negligent manner, as defined by law.
- A transaction in which the Manager or Member benefits to the detriment of the Company or its Members.
- An action for which there is no indemnification provided by law.

This indemnification shall not deter or cancel out other rights to which the Manager or Member is entitled.

2 Membership Interests

2.1 Members of the Company

2.1.1 Alexander Groleau

Address 333 Nelson St SW, Unit 422, Atlanta, GA 30313, USA

Role Founder, Chief Technology Officer (CTO)

Status Manager

Voting Shares 25

2.1.2 Eric Thomas

Address 3845 Martin Dr, Boulder, CO 80305, USA

Role Founder, Chief Information Officer (CIO)

Status Manager

Voting Shares 25

2.1.3 Jesse Kuiper

Address 5203 Almont St, Los Angeles, CA 90032, USA

Role Founder, Chief Executive Officer (CEO)

Status Manager

Voting Shares 25

2.1.4 Kyle Graden

Address (Waiting for Addy)

Role Founder, Chief Marketing Officer (CMO)

Status Manager

Voting Shares 25

2.2 Percentage of Ownership Calculation

A member's ownership of the Company is the total of his Voting Shares and Nonvoting Shares, together with all the rights that arise from the ownership of such shares. The Percentage of Ownership ("Ownership Percentage") shall be calculated by adding together that Member's Membership Shares (Voting and Nonvoting) and then dividing this sum by the total of all the Members' Membership Shares (Voting and Nonvoting).

2.3 Membership Classes

The Company shall issue Membership Class A Voting Shares ("Voting Shares") to the members who vote (the "Voting Members"). The Voting Members shall have the right to vote on all company matters, as outlined in this Agreement.

The Company may issue Membership Class B Nonvoting Shares ("Nonvoting Shares"). Nonvoting Shares hold no voting rights whatsoever, and members who only own Nonvoting Shares will have no right to vote on any matters. Members may hold both Voting Shares and Nonvoting Shares.

2.4 Management by Managers

The Voting Members shall manage the Company. In their capacity as Managers, they shall have the right to make decisions and vote upon all matters as specified in this Agreement, in proportion to their respective Ownership Percentage of the Company. Voting Members need not identify whether or not they are acting as a

Member or a Manager when they take action.

Nonvoting Members have no right to participate in the management of the Company, nor vote on any matters of the Company. No Nonvoting Member shall take any action or enter into any contract or obligation on behalf of the Company without the prior written consent of all the Voting Members. Likewise, no Nonvoting Member shall perform any act that is in any way pertaining to the Company or its assets.

The Managers are authorized on the Company's behalf to bind the Company to contracts and obligations, and to do or cause all acts to be done deemed necessary or appropriate to carry out or further the business of the Company. All decisions and actions of the Managers shall be made by majority vote of the Managers as provided in this Agreement. The Managers have in their power to authorize or decide the following:

- The employment of persons or institutions for the operation and management of the Company affairs.
- The execution of all checks, drafts, and money orders for the payment of Company funds.
- The delivery and execution of promissory notes, loans, or security agreements.
- The purchase or acquisition of Company assets.
- The sale, lease, or other disposition of Company assets.
- The granting of security interests in the Company assets in exchange for capital.
- The prepayment or refinancing of any loan secured by the Company assets.
- The execution and delivery of all contracts, franchise agreements, licensing agreements, assignments, leases, and subleases that affect the Company assets.

2.5 New Members

The Voting Members may issue additional Voting Capital or Nonvoting Capital and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member (a) is approved unanimously by the Voting Members; (b) delivers to the Company his required capital contribution; and (c) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto.

This new Voting Capital may only be issued on the 1st and 15th of any month. Upon the admission of a new Member to the Company, the capital accounts of all Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

2.6 Liability of Members

No Member shall be personally responsible for any debts, liabilities, or obligations of the Company solely by reason of being a Member. All debts, obligations, and liabilities of the Company, whether by contract or not, shall belong solely to the Company.

2.7 Transfer and Assignment of Interests

Membership Shares can be transferred upon the unanimous approval by the Voting Members. The assignment of a Membership Shares for the purpose of profit and loss distributions can occur at any time, but the Assignee shall have no right to participate in the management of the business and affairs of the Company.

2.7.1 Voluntary Resignation

A Member can voluntarily resign at any time by supplying a two week notice to all of the Voting Members of the Company. This Member's Membership Shares are to be purchased by the other Members at fair market value.

2.7.2 Illness, Incapacitation, or Death

If a Member becomes severely ill or incapacitated, the Voting Members of the Company, not including this ill or incapacitated Member, may unanimously elect to purchase the Member's Membership Shares at full market value after a thirty (30) day period from when the Member became severely ill or incapacitated.

2.7.3 Bankruptcy, Creditor Liens, Charging Orders, and Involuntary Transfers

If a creditor obtains a lien or a charging order against any Member's membership interest, or in the event of a Member's bankruptcy or other involuntary transfer of interest, this act shall constitute a material breach of this Agreement by such Member. The creditor or claimant shall only be considered an Assignee and will be limited to the rights of such.

The creditor or claimant shall have no right to become a Member or have rights to management participation nor have the right to participate as a Member or Manager in any regard to the affairs of the Company. Said creditor or claimant shall only be entitled to receive the share of profit and losses, or the return of capital, to which the Member would otherwise have been entitled.

The Voting Members may unanimously elect to purchase all or any part of the membership shares that are subject to the charging order, bankruptcy, lien, or other involuntary transfer at a discounted price. The price shall be equal to one-half of the fair market value of such shares. Written notice of such purchase shall be provided to the creditor or claimant.

2.7.4 Failure to Perform Role

If a Member fails to perform their Role at the Company, the Voting Members of the Company, not including the Member who has failed to perform their Role, may unanimously elect to purchase the Member's Membership Shares at full market value.

2.7.5 Purchase and Redistribution of Membership Shares

When a Member's Membership Shares become available for purchase, the other Members of the Company must purchase them equally by Membership Class. The Membership Shares will remain within the Company and will be redistributed equally to the remaining Members of the Company by Membership Class.

2.7.6 Return of Member Contributions

Any contribution to the Company from a Member will not be returned to the Member.

3 Allocations and Profit Distributions

3.1 Allocations of Profits and Losses

The profits and losses of the Company shall be allocated to the Members in proportion with their individual ownership percentages.

3.2 Distributions

All distributions will be in Ether, the cryptocurrency of the Ethereum platform.

3.2.1 Calculation of Ether Allocated for Distribution

All revenue into the Company will be in Ether. The amount of Ether available for Distribution is calculated by the total Ether revenue minus all operating expenses since the last Distribution. If this is the first Distribution, this calculation includes revenue and expenses since October 1, 2017. For these calculations, operating expenses transacted in a currency that is not Ether will be converted into the Ether market value equivalent on Coinbase at the time of Distribution.

3.2.2 Timing of Distributions

Distributions of all Ether allocated for Distribution to all Members will occur on the 1st and 15th of every month. A New Member is not allocated Ether for Distribution until the next 1st or 15th of a month.

4 Meetings and Voting

4.1 Notice of Meeting

If any action on the part of the Members is to be proposed at a meeting, then written notice of the meeting must be provided to each Member entitled to vote not less than five (5) days or more than sixty (60) days prior to the meeting. Notice must be given via email and shall contain the date, time, and place of the meeting and a statement of the general nature of the business to be transacted there.

4.2 Quorum

Members holding one-hundred percent (100%) of the Voting Membership Interests in the Company represented in person, by telephone, by teleconference, or by proxy shall constitute a quorum at any meeting of Voting Members. In the absence of a quorum at any such meeting, the Voting Members may adjourn the meeting for a period not to exceed sixty (60) days.

4.3 Voting

Each Voting Share is given one vote for the Voting Members.

4.4 Modifications to the Articles of Organization and this Agreement

Any set of Modifications to the Articles of Organization and this Agreement require unanimous approval by the Voting Members. Such a set of Modifications, including the initial creation of these documents, shall be referred to as a Revision and logged in Revisions with the signatures of all Voting Members.

4.5 Proxies

Proxies are only valid when signed by a Voting Member and must be filed with all Voting Members prior to the commencement of voting on the matter in which the proxy is being elected to vote upon. Proxies shall become invalid after thirty (30) days from the date of their execution unless otherwise stated in the Proxy. Additionally, the Proxy may be terminated at will by the Voting Member. The termination of such Proxy must be submitted to the Voting Members prior to the termination being effective.

5 Miscellaneous

5.1 Financial Records and Reporting

The Members shall maintain at the Company's principal place of business the following books and records: a current list of the full name and last-known business or residence address of each Member, together with their Capital Contribution and Membership Interest; a copy of the Articles and all Revisions thereto; copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years and a copy of this Agreement and all Revisions to it.

The complete and accurate accounting and financial records of the Company shall be held by the Managers at the Company's principal place of business. Such records shall be kept on such method of accounting as the Managers shall select. The Company's accounting period shall be the calendar year. The Managers shall close the accounting records at the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense - in the form of a Schedule K-1 - for income tax reporting purposes.

5.2 Dispute Resolution

The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to, or in connection with this Agreement or the Company or its organization, formation, business, or management, the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute.

However, in the event that a member dispute cannot be resolved, such parties shall first attempt to settle such dispute through a nonbinding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

6 Revisions

Date 3-25-2018

Description Initial

Signatures

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