

**AMENDED & RESTATED OPERATING AGREEMENT
OF
BLOCKS, DAO LLC**

Effective Date: July 1, 2021

**ARTICLE I
Introduction**

Section 1.1. Formation, Purpose and Powers of the Decentralized Autonomous Organization.

BLOCKS, DAO LLC (the “Company”) was initially formed as a traditional Wyoming limited liability company under the laws of the State of Wyoming by filing the Articles of Organization with the Wyoming Secretary of State on June 17, 2021. The Company then converted to a Decentralized Autonomous Organization (“DAO”) limited liability company by filing with the Wyoming Secretary of State on July 1, 2021, its Amended & Restated Articles of Organization (the “Articles”). As such, the Company is governed pursuant to the Wyoming Decentralized Autonomous Organization Supplement, Wyo. Stat. 17-31-101 *et seq.* (2021) and to the extent applicable the Wyoming Limited Liability Company Act, Wyo. Stat. 17-29-101 *et seq.* (2021).

Because the Company is subject to and governed by the Wyoming Decentralized Autonomous Organization Supplement and the Articles, in the event there is a direct conflict between the provisions of this Amended & Restated Operating Agreement (“Agreement”) and the mandatory provisions of the Wyoming Decentralized Autonomous Organization Supplement or the provisions of the Articles, such provisions of the Wyoming Decentralized Autonomous Organization Supplement or the Articles, as the case may be, will be controlling. To the extent this Agreement is silent on any issue, the Members and Token Holders hereby expressly consent to be governed by the Smart Contracts. To the extent this Agreement and the Smart Contracts are silent on any issue, the Members and Token Holders expressly consent to be governed by the provisions of the Wyoming Decentralized Autonomous Organization Supplement as set forth in Wyo. Stat. 17-31-101 *et seq.*

The Company intends to govern itself and conduct all its activities using Blockchain technology, Smart Contracts and other software-enabled governance proposed protocols and procedures. There are two classes of Interests in the Company: (1) Members who have limited rights to perform basic administrative functions as set forth in this Agreement or the Smart Contracts; and (2) Token Holders who are not Members but who hold essential governance and voting rights through Smart Contracts that algorithmically manage the Company as an authentic community-driven decentralized autonomous organization as set forth in this Agreement or the Smart Contracts. The Company will utilize a fully decentralized publicly available ledger, and information about a Token Holder’s permissions and ability to manage the Company—which includes reading and writing protocols on the ledger—is set forth in this Agreement or in the Smart Contracts. This Agreement, the Smart Contracts and any other software-enabled governance procedures and protocols that are adopted or amended from time to time by the Token Holders shall jointly constitute the binding governance documents of the Company.

The Company may engage in all activities that may be lawfully performed by a Blockchain-based DAO LLC formed under the Wyoming Decentralized Autonomous Organization Supplement, Wyo. Stat. 17-31-101 *et seq.*

Section 1.2. Defined Terms.

The terms used in this Agreement with their initial letters capitalized, shall, unless the context otherwise requires, have the meanings specified in this Section 1.2. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

- a. "Act" shall mean the Wyoming Decentralized Autonomous Organization Supplement as set forth in Wyo. Stat. § 17-31-101 *et seq.*, as the same may be amended from time to time, and to the extent applicable the Wyoming Limited Liability Company Act as set forth in Wyo. Stat. 17-29-101 *et seq.*
- b. "Agreement" shall mean this Amended & Restated Operating Agreement, as originally executed and as amended from time to time, and the words "hereof", "hereto", "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.
- c. "Blockchain" means as defined in Wyo. Stat. § 34-29-106(g)(i).
- d. "BLOCKS" means the designated digital asset for BLOCKS, DAO LLC that is utilized across various blockchains for the purpose of supporting networking participation.
- e. "Code" shall mean the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.
- f. "Decentralized Autonomous Organization" or "DAO" means this Company that was organized under Wyo. Stat. 17-31-101 *et seq.*
- g. "Digital Asset" shall mean any economic, proprietary or access right stored in computer readable format as may be defined in Wyo. Stat. Ann. §§ 34-29-101 *et seq.* and may include digital consumer assets and digital currency.
- h. "Interest" in the Company means the entire ownership interest of a Member or the entire amount of Tokens held by a Token Holder in the Company at any particular time, including the right of such Member or Token Holder to any and all benefits to which a Member or Token Holder may be entitled as provided in this Agreement or Smart Contracts, together with the obligations of such Member or Token Holder to comply with all of the terms and provisions of this Agreement or Smart Contracts.
- i. "Majority Vote" means the approval of more than fifty percent (50%) of participating Token Holders in a vote for which a quorum of Token Holders is participating or the approval of more than fifty percent (50%) of the participating Membership Interests for which a quorum of Members is participating.
- j. "Member" means an individual or entity who holds a Membership Interest in the Company. A Member has limited rights to perform basic administrative functions as set forth in this Agreement or Smart Contracts. A Member's percentage of Membership Interest in the Company is set forth on Exhibit B attached hereto.

- k. “Membership Interest” means a Member’s ownership share in the Company, which may be further defined in the Company’s Articles of Organization, Smart Contracts or this Agreement.
- l. “Quorum” means a majority of Token Holders who vote within a forty-eight (48) hours, or other pre-specified period of time outlined by a Token Holder submitting the proposal, from when any matter is submitted to the Token Holders for a vote as set forth in this Agreement or Smart Contracts, or a majority of Membership Interests entitled to vote on a matter
- m. “Smart Contract” as set forth in Wyo. Stat. 17-31-102(a)(ix) (2021), as may be amended from time to time, means an automated transaction, as defined in W.S. 40-21-102(a)(ii), or any substantially similar analogue, which is comprised of code, script or programming language that executes the terms of an agreement and which may include taking custody of and transferring an asset, administrating votes with respect to a decentralized autonomous organization or issuing executable instructions for these actions, based on the occurrence or nonoccurrence of specified conditions. Smart Contracts shall be utilized by this Company in accordance with Wyo. Stat. 17-31-101 *et seq.*
- n. “Token” means a digital asset issued by the Company that is utilized across various blockchains for the purpose of supporting networking participation.
- o. “Token Community” means a digital asset permissioned chat server used for the cooperative for active communication.
- p. “Tokenized Community Tiers” means token gated access to various tokenized communities supported by the Company. These tokenized communities have increasing token thresholds in order to gain access to Discord servers as set forth in this Agreement or Smart Contracts.
- q. “Token Community Bot” is an application used for the entry and removal of Token Holders within the tokenized community. The bot verifies a Token Holder’s token custody and reads the wallets token balance to permit access to the various tokenized community tiers
- r. “Token Holder” means an individual or entity who owns one or more Tokens. Token Holders are not Members but hold essential governance and voting rights through Smart Contracts that algorithmically manage the Company as an authentic community-driven decentralized autonomous organization as set forth in this Agreement or the Smart Contracts.

ARTICLE II Members and Token Holders

Section 2.1. Member. A Member has limited rights to perform basic administrative functions as set forth in this Agreement or the Smart Contracts. To maintain a centralized point of contact with third parties, Members have the power to act individually on behalf of the Company, independent of the other Members, unless decided otherwise by the Members. The Members have primary authority for interacting with a third party on behalf of the Company and such other tasks as necessary to effectuate basic administrative functions such as preparation of the Company’s tax filings, amending this Agreement and/or the Company’s Articles of Organization, but only so long as such amendments do not adversely affect the rights and privileges of the Token Holders. The Members have the power and authority to execute or file any documents required or

permitted to be executed or filed on behalf of the Company. However, Members may not execute contracts affecting the rights of the Token Holders or the issuance of Tokens with third parties for the Company without first receiving approval from the Token Holders through a vote. A Member may act as an agent of the Company for any permitted purpose.

Section 2.2. Token Holder. While Token Holders are not Members of the Company, Token Holders hold essential governance and voting rights through Smart Contracts that algorithmically manage the Company as an authentic community-driven decentralized autonomous organization as set forth in this Agreement or the Smart Contracts. The Company will utilize a fully decentralized publicly available ledger, and information about a Token Holder's permissions and ability to manage the Company is set forth in this Agreement or in the Smart Contracts.

Section 2.3. Obtaining Tokens. Tokens can be obtained through initiatives as decided by Token Holders or through other means such as transfers of Tokens from other Token Holders. An individual or entity who obtains a Token officially becomes a Token Holder the moment the Blockchain validates the Blockchain transaction that brings a positive token balance into a BLOCKS wallet.

Section 2.4. Burning Tokens. Any Token Holder can voluntarily remove themselves from the Company by burning (*i.e.*, destroying) or transferring the entirety of the Token Holder's balance of Tokens under custody. The Tokens are not redeemable for assets held within the Company's treasury.

Section 2.5. Expulsion of a Token Holder. Any Token Holder can be expelled from the Company at any time upon a majority vote of the Token Holders. Token Holders of the Tokenized Communities may be expelled from the chat rooms as deemed appropriate by the designated moderators. If a Token Holder is expelled from a Tokenized Community, the Token Holder may still participate in governance votes and maintain rights to submit proposals to the Tokenized Community as set forth in this Agreement or the Smart Contracts. All Token Holders will receive equal access to govern the Company as outlined in this Agreement or the Smart Contracts. However, in the instance of a Token Holder being expelled from the Company, that Token Holder will lose their right to participate in voting activities.

Section 2.6. Limitation on Liability. No Member or Token Holder shall be liable under a judgment, decree, or order of the court, or in any other manner, for a debt, obligation, or liability of the Company, except as provided by law.

Section 2.7. No Single Token Holder Authority. No Token Holder, acting alone, shall have any authority to act for, or to undertake or assume, any obligations, debt, duty or responsibility on behalf of, any other Token Holder or the Company, except as expressly provided in this Agreement or the Smart Contracts.

Section 2.8. No Member Responsible for Token Holders Actions. In the event that any Token Holders have committed any misconduct contrary to this Agreement or the Smart Contracts or violates any law concerning the Company's operations through Smart Contracts that algorithmically manage the Company, neither the Company nor any Member shall have any liability or responsibility for or with respect to such actions by Token Holders. Furthermore, the Members shall have no liability or responsibility for indebtedness or obligation caused by Token Holders.

Section 2.9. Member & Token Holder Fiduciary Duties. In accordance with Wyo. Stat. § 17-31-110, no Member or Token Holder of the Company shall have any fiduciary duty to the Company or any other Member or Token Holder except that the Members and Token Holders shall be subject to the implied contractual covenant of good faith and fair dealing.

ARTICLE III Management & Governance Procedures

Section 3.1. Token Holder Managed Through Use of Smart Contract Software-Enabled Governance Procedures and Protocols. The management of the Company is vested in its Token Holders through the use of Smart Contracts and other software-enabled governance procedures and protocols that algorithmically manage the Company, as set forth in Exhibit A. The intent of the Company is to govern itself and conduct most of its activities using Blockchain technology, software-enabled governance procedures and protocols, and associated voting protocols. The initial version of such governance protocols, including the Company's Smart Contracts, are described in Exhibit A to this Agreement. The software enabled governance procedures and protocols may be amended from time to time as determined by the Token Holders and electronically stored through the Company's proprietary technology.

Section 3.2. Type of Decentralized Ledger. The Company will utilize a fully decentralized ledger. Information about Token Holders' permissions and ability to read and write protocols to the ledger is set out in Exhibit A or the Smart Contracts.

Section 3.3. Smart Contracts. In accordance with Wyo. Stat. § 17-31-106(c), the Company's Smart Contracts will govern the following: (a) Relations among the Token Holders and between the Token Holders and the Company; (b) Rights and duties of a person or entity in their capacity as a Token Holder; (c) Activities of the Company and the conduct of those activities; (d) Rights and voting rights of Token Holders; (e) Transferability of Tokens; (f) Withdrawal of Token Holders; (g) Procedures for amending, updating, editing or changing applicable Smart Contracts; and (h) all other aspects of the Company to effectively perform its purpose as a decentralized autonomous organization. The Company's Smart Contracts may govern additional tasks, as approved by the Token Holders

The Smart Contracts will help govern the Company, but not facilitate the entirety of conducting activities. For example, the Tokenized Community Bot is a third-party service that enables the activity of Tokenized Community Access. This process does not operate on a Smart Contract; rather, it is a third-party provider that verifies all on-chain information. In the instance of a Token Holder burning their Tokens below a threshold required for accessing a Tokenized Community Tier, the Token Holder will be automatically removed by the Tokenized Community Bot. Thus, this function is not technically governed by the Smart Contracts.

Section 3.4. Security Protocols. The Company believes that the use of Blockchain technology and the decentralized autonomous organization structure provides necessary security to effectively transact its business. Nevertheless, the Company has established security protocols to address and mitigate risk, information of which is implemented in the Smart Contracts and other software-enabled governance procedures and protocols.

Section 3.5. Voting by Token Holders. As governed by the Smart Contracts, Token Holders with more than 1,000,000 BLOCKS have the ability to submit proposals pertinent to the Company's operations. The creation of a proposal will include a title, detailed outline of the suggested corporate action, a start date, end date, voting style, and Snapshot Block Number. More specifically, there are five (5) types of voting styles that a proposal submitter may choose:

- "Single Choice Voting" – each Token Holder may only select one choice.
- "Approval Voting" – each Token Holder may select any number of choices.
- "Quadratic Voting" – each Token Holder may spread voting power across any number of choices,

with results calculated quadratically.

- “Rank Choice Voting” – each Token Holder may rank and select any number of choices, the results of which are calculated by instant runoff counting method
- “Weighted Voting” – each Token Holder may spread voting power across any number of choices.

For the avoidance of doubt, no matter which of the aforementioned proposals are submitted, Token Holders will vote to decide the action. For those who vote, one Token will equal one vote. Token holders who do not vote will be considered to have abstained from the action and will not be considered once Quorum is achieved. Proposals and voting initiatives will be hosted at the following URL: <https://snapshot.org/#/blocks-dao.eth>

Section 3.6. Quorum for Token Holder Voting. A Quorum means a majority of Token Holders who vote within forty-eight (48) hours, or other pre-specified period of time outlined by the Token Holder submitting the proposal, from when any matter is submitted to the Token Holders for a vote as set forth herein, unless specifically prescribed otherwise in any section.

Section 3.7. Approval of Action. Action on a matter is approved if more than fifty percent (50%) of participating Token Holders, or as applicable the Members, in a vote for which a Quorum of Token Holders, or as applicable Members, is participating approve the action.

Section 3.8. Holding of Digital Assets. For Digital Assets contributed to the Company, the Company shall be authorized to receive, control, secure, and hold the Digital Assets, unless otherwise agreed by the Token Holders. Additionally, the Company shall be further authorized to receive, control, secure, and hold any and all private key information (as defined by Wyo. Stat. § 34-29-103 (e)(iii), wallet access information, or any other information necessary to exercise control over the Digital Assets for use by the Company.

ARTICLE IV Accounting and Records

Section 4.1. Rights to Information. Token Holders shall have no right to separately inspect or copy records of the Company, which is a decentralized autonomous organization, and the Company shall have no obligation to furnish any information concerning the Company’s activities, financial condition, or other circumstances to the extent the information is available on an open Blockchain.

Section 4.2. Tax Information. Within the Members’ limited rights to perform basic administrative functions on behalf of the Company, Members will use their best efforts to cause the Company to comply with all requisite tax filings and other tax-related obligations.

Section 4.3. Accounting Decisions. Within the Members’ limited rights to perform basic administrative functions on behalf of the Company, all decisions as to accounting matters, except as otherwise specifically set forth herein, will be made by the Members. The Members may rely upon the advice of the Company’s accountant as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

Section 4.4. Federal Income Tax Elections. Within the Members’ limited rights to perform basic administrative functions on behalf of the Company, the Members will assist the Company in making all elections for federal income tax purposes.

Section 4.5. Token Holder Tax Liabilities. Because Token Holders are not Members of the Company, a Token Holder’s tax obligations are the sole responsibility of the Token Holder.

ARTICLE V Indemnification

Section 5.1. Indemnification of Members.

- a. Because a Member has limited rights to perform basic administrative functions as set forth in this Agreement or Smart Contracts, and Token Holders hold essential governance and voting rights through Smart Contracts that algorithmically manage the Company, the Company shall indemnify any Member that is made a party to any proceeding because such individual is or was a Member, as a matter of right, against all liability incurred in connection with any proceeding.
- b. Within the Members limited rights to perform basic administrative functions on behalf of the Company, a Member may cause the Company to purchase and maintain insurance for its benefit, the benefit of any Member, or both, against any liability asserted against or incurred by such Member in any capacity or arising out of such Member's ownership or service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

ARTICLE VI Miscellaneous

Section 6.1. Complete Agreement. This Agreement, the Smart Contracts, and the Articles constitute the complete and exclusive statement of agreement among the Members and Token Holders with respect to the subject matter hereof. This Agreement, the Smart Contracts, and the Articles replace and supersede all prior agreements by and among the Members or Token Holders. This Agreement, the Smart Contracts, and the Articles supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in this Agreement, the Smart Contracts, or the Articles will be binding on the Members or Token Holders or have any force or effect whatsoever.

Section 6.2. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by, interpreted, and enforced in accordance with the laws of the State of Wyoming. Venue for any court action to interpret, enforce or otherwise dispose of any claims involving the Company shall be in the Wyoming Chancery Court, if such is available, and if not available in an appropriate court of general jurisdiction located in Wyoming.

Section 6.3. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and Token Holders, and their respective distributes, successors and assigns.

Section 6.4. Terms. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Code or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

Section 6.5. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 6.6. Severability. If any provision of this Agreement or protocols of the Smart Contracts are held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement or Smart Contracts, such provision will be fully severable. This Agreement or the Smart Contracts

will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement or the Smart Contracts. The remaining provisions of this Agreement or the Smart Contracts will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement or the Smart Contracts. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement or Smart Contracts, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 6.7. No Third-Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Members and Token Holders, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 6.8. References to this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

Section 6.9. Amendments. This Agreement or the Articles of Organization may be amended by a vote of the Members, unless the Act requires otherwise requires and unless such amendment adversely affects the rights of the Token Holders. All amendments to this Agreement or the Articles of Organization shall be reflected on the Blockchain or other decentralized ledger.

Section 6.10. Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 6.11. Multiple Counterparts. This Agreement may be executed and stored electronically on the Blockchain or other decentralized ledger.

Section 6.12. Electronic Signatures. In accordance with Wyo. Stat. § 40-21-107 (2021), an Electronic Signature that is applied or generated will be given the same force and effect as a handwritten signature that has been manually applied. An Electronic Signature that is applied or generated using an electronic signature service, such as DocuSign or EchoSign, will be deemed authorized by and binding on that party if the electronic signature was applied or generated by any party who possessed authorized access to the email account that was used in applying or generating the Electronic Signature.

Section 6.13. Digital Assets. In accordance with Wyo. Stat. § 34-29-103, the Company shall be deemed to have located any and all Digital Assets in Wyoming, and further shall be deemed to have (1) by this Agreement the Members and Token Holders have expressed a clear intention of locating it's Digital Assets in Wyoming, (2) by this Agreement the Members and Token Holders have expressed a clear intent to adopt Wyoming choice of law regarding the treatment of all Digital Assets held by the Company, (3) by this Agreement the Members and Token Holders do not intend to locate any of the Company's Digital assets in any other jurisdiction.

This Decentralized Autonomous Organization Limited Liability Company Operating Agreement is effectuated as of the effective date and supersedes all previous operating agreements of the Company.

DocuSigned by:

Brian Foote

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Founding Member

DocuSigned by:

Jeff Hinshaw

260F6D25564047A...

Founding Member

DocuSigned by:

AA Wolfe

D4ABF1D55002471...

Founding Member

DocuSigned by:

Colin Wright

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Founding Member

EXHIBIT A

GOVERNANCE PROCEDURES & PROTOCOLS; ADDITIONAL INFORMATION INCORPORATED BY REFERENCE

In accordance and addition to the provisions set forth in the Operating Agreement above, the initial version of governance procedures and protocols will also consist of the following, which may be changed by a Majority Vote of the Token Holders of BLOCKS, DAO LLC (the “Company”). These terms are fully incorporated by reference into the Operating Agreement.

Section 1. The Blockchain and Smart Contracts Framework.

The following are the base layers of the Company’s operating system, which consists of a set of Smart Contracts deployed on the Ethereum Blockchain that define the basic building blocks and standard components that can be used to implement the Company’s Token network.

Etherscan:

<https://etherscan.io/token/0x8a6d4c8735371ebaf8874fbd518b56edd66024eb>

BLOCKS Contract Address:

[0x8a6d4c8735371ebaf8874fbd518b56edd66024eb](https://etherscan.io/address/0x8a6d4c8735371ebaf8874fbd518b56edd66024eb)

Proposals and Voting:

<https://snapshot.org/#/blocks-dao.eth>

Deployment Transaction:

<https://etherscan.io/tx/0xb8eccb89223535f1dbed970cf63cf3ec09d9150e9432a059c26060dbb2c3dcac>

GitHub Link:

<https://github.com/blocks-dao/>

The Company’s distributed ledger will consist of the public Ethereum Blockchain, to which anyone can read or write data. However, as set forth in the Smart Contracts, the Company’s protocols will limit write permissions for certain functionality to Token Holder’s cryptographic addresses.

Section 2. Relations among the Token Holders and between the Token Holders to embrace the ethos of a decentralized autonomous organization.

The business, operations, and affairs of the Company will be community driven by Token Holders who hold essential governance and voting rights through Smart Contracts that algorithmically manage the Company as an authentic community-driven decentralized autonomous organization as set forth in the Operating Agreement, the Smart Contracts, and this document. While the Member’s will conduct basic administrative functions as necessary, such is not intended to diminish the fundamental role of the Token Holders as a community that directs the business, operations, and affairs of the Company as a decentralized organization using Smart Contracts that algorithmically manage the Company.

Shortly after launch, the Company will transition to progressive decentralization where Token Holders will hold essential governance and voting rights through Smart Contracts that algorithmically manage the Company as an authentic community-driven decentralized autonomous organization. To accomplish this decentralization and community-based decision making, the Members will implement a combination of community tooling for Token Members to collaborate in a decentralized manner. This entails first, On-Chain voting and then the implementation of multi-signature wallets. Additionally, various bots will be utilized that are necessary for the permission-based access into the Tokenized Community.

Once On-Chain voting goes into effect, Token Holders will hold essential governance and voting rights through Smart Contracts that algorithmically manage the Company. Token Holders will have the right to create proposals for the Community to vote on in accordance with the governance procedures set forth in the Operating Agreement or Smart Contracts, requiring a minimum Token balance above a predefined threshold to submit. This Token threshold will be defined by the Community, post-launch of the Company, and be incorporated into the Operating Agreement or Smart Contracts once determined. Once a proposal is submitted, all Token Holders will have the right to vote. One Token will equal one vote in accordance with the Operating Agreement or Smart Contracts.

Regarding the multi-signature wallet, the Members will have the limited right to initially assign key holders. Initial key holders assigned by the Members will serve this business role for a maximum duration of twelve (12) months. During this initial twelve (12) month timeframe, Members will submit a proposal for Token Holders to elect community key holders, the corporate treasury, and other assets held by the Company. After the initial twelve (12) month period, re-Election of key holders for the multi-signature wallets will be required annually through a vote of the Token Holders, unless otherwise determined by the Token Holders.

Section 3. Token Holders Must Support the Company's Operations.

A Token Holder must support the Company's business operations as a decentralized autonomous organization. This may be in the form of providing support to other Token Holders, establishing partnerships, developing open-source software development kits, governing the organization, bridging assets from one Blockchain to another, brainstorming new business functions, participating in governance activities, and other customary business activities. In accordance with the Token thresholds defined by the Company's Operating Agreement or Smart Contracts, there will be various tiers of access for Token Holders of the Token Permissioned Communities. This aims to foster a collaborative environment and partition for Token Holders based on their overall ownership of the Company's Tokens.

The tiers of access for Tokens Holders of the Token Permissioned Communities are as follows:

- **Gold**
 - Hold 1,000,000 BLOCKS in your MetaMask wallet.
 - Get the chance to become a BLOCKS Leader to receive access and resources to steward the Company. As a Gold member, Token Holders have proposal writing access, voting privileges, tokens airdrops, and if certain partnerships offer discounts or special programs for BLOCKS Token Holders - only Gold members will be eligible.
 - *Please note that voting on polls in Discord is not the same as the Company's governance voting that will take place on Snapshot.*

- **Silver**
 - Hold 300,000 BLOCKS in your MetaMask wallet.
 - As a Silver member, Token Holders have voting privileges on Discord polls and have the chance to be airdropped tokens.
 - *Please note that voting on polls in Discord is not the same as the Company's governance voting that will take place on Snapshot.*

Section 4. Activities of the Company as a decentralized autonomous organization and the conduct of those activities.

The Company prioritizes the decentralized tenants of Blockchain technology above all else. The Company is focused on the principal notion that an open Blockchain propels progress and provides efficient, effective and secure processes. The Company aims to help all industries find solutions on the Blockchain regardless of what chain those solutions are found on. The goal is to simplify Blockchain and create a unit of measure—BLOCKS—that the average consumer, enterprise, or government can use to migrate their activities onto the Blockchain.

Section 5. Means and conditions for amending the Operating Agreement and Smart Contracts.

In accordance with the transition of governance from initially the Members to Token Holders through the Smart Contracts that are algorithmically managed to fully embrace decentralized autonomous management, the Operating Agreement may be amended by the Members. Any amendments to the Operating Agreement or Smart Contracts will be reflected in the Company's Gitbook, which will house the Operating Agreement for public consumption. Once on-chain voting is implemented, Token Holders may create governance proposals that amend the Smart Contracts. Once a proposal is voted on and approved by the Token Holders, it is the responsibility of the Token Holders to integrate the amended operating procedures into the Smart Contracts located in the DAO's Gitbook.

Section 6. Transferability of Tokens.

In accordance with the Operating Agreement or Smart Contracts, once the Company has on-chain governance mechanisms in place, Token Holders will have the flexibility to transfer their Tokens in peer-to-peer manners utilizing the decentralized platforms that support the Company's transactions. For example, if Token Holder A wants to transfer membership interest to prospective Token Holder B, to do so, the Token Holder can send the Company's Tokens directly to the wallet of prospective Token Holder B, or exchange their digital asset directly *via* a platform such as UniSwap.

Section 7. Withdrawal of Token Holders.

In accordance with the Operating Agreement or Smart Contracts, withdrawal of a Token Holder shall include the transfer of all the Company's Tokens under the custody of that Token Holder. This may be in the form of an exchange or an alternative peer-to-peer transfer that brings the Token Holder's Token balance to zero. Once a Token Holder relinquishes control over all their Tokens, the Token Holder has officially withdrawn their interest in the Company's Tokens.

Section 8. Procedures for amending, updating, editing or changing the Company's Smart Contracts.

Proposed changes are voted on by the Token Holders. If a Majority Vote as defined in the Operating Agreement or Smart Contracts is in favor of a proposed amendment, then such amendment will be implemented by the Token Holders.

Section 9. Further Governance Provided by the Smart Contracts.

While the Operating Agreement and this Document set forth some of the governance procedures of the Company, the Smart Contracts may set forth additional governance provisions in accordance with Wyoming's Decentralized Autonomous Organization Supplement, Wyo. Stat. 17-31-101 *et seq.* and fundamental principles of a decentralized autonomous organization.

EXHIBIT B**MEMBERS AND MEMBERSHIP INTERESTS**

Members	Capital Contribution	Ownership Percentage
Brian Foote	Founder	25%
Adam Wolfe	Founder	25%
Jeff Hinshaw	Founder	25%
Calvin Weight	Founder	25%