OPERATING AGREEMENT
OF
DAO BINARYX BALI ASSET 4 LLC
A DECENTRALIZED AUTONOMOUS ORGANIZATION

THE LIMITED LIABILITY COMPANY INTERESTS GOVERNED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES OR SIMILAR LAWS OR ACTS OF ANY STATE. THE SALE OR OTHER DISPOSITION OF THE LIMITED LIABILITY COMPANY INTERESTS IS RESTRICTED AS STATED IN THIS LIMITED LIABILITY COMPANY AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE LIMITED LIABILITY COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE SECURITIES LAWS OR OTHER SIMILAR STATE ACTS.

THIS OPERATING AGREEMENT ("Agreement") of DAO Binaryx Bali Asset 4 LLC, a Wyoming Decentralized Autonomous Organization Limited Liability Company, is made and entered into as of (September 12 2023) (the "Effective Date") by the Members who have executed this Agreement, including without limitation those members who execute this Agreement in counterpart by execution of a Founder's Restricted Membership Token Purchase Agreement, or otherwise.

Background

The Articles of Organization for DAO Binaryx Bali Asset 4, LLC, a Wyoming Decentralized Autonomous Organization Limited Liability Company (the "DAO"), were filed with the Secretary of State of Wyoming on (September 12 2023). Pursuant to Wyo. Stat. § 17-31-104(e) this DAO is a Decentralized Autonomous Organization and shall operate as a fully private, fully decentralized and algorithmically managed decentralized autonomous organization with modifiable smart contract accessible via the contract address provided for herein.

ARTICLE I
FORMATION

A. Formation. The Members have formed the DAO subject to Title 17, Chapter 29 of the Wyoming Statutes, the Wyoming Limited Liability Company Act ("the Act"), and Title 17, Chapter 31, the Wyoming Decentralized Autonomous Organization Supplement (the "Supplement"). This Operating Agreement ("Agreement") is entered into and effective upon adoption by the Member(s). This Agreement is intended to provide for the regulation and management of the affairs of the DAO. Except for the provisions of the Act and the Supplement that specifically may not be modified by the agreement of the Members, to the extent of any contradiction between the provisions of this Agreement and the Act (or Supplement) or the variation of the general terms of the Act (or Supplement) by this Agreement, the provisions of this Agreement shall govern and control, and each Member hereby consents to such contradiction or variation.

B. The Articles of Organization contain a statement that reflects the Members election to form a limited liability decentralized autonomous organization.

C. DAO Name. The Members may change the name of the DAO or operate under different names, provided a majority of the Members agree and the name complies with Section 17-29- 108 of the Act and Section 17-31-104 of the Supplement.

D. Registered Office & Agent. The name and location of the registered agent will be as stated in the DAO's formation documents and complies with Title 17, Chapter 28 and Section 17-29-113 of the Act.

E. Term. The term of the DAO shall be perpetual, commencing upon the filing of its Articles with the Wyoming Secretary of State and continuing until dissolved in accordance with the provisions of this Agreement. The legal existence of the DAO as an entity shall continue until the DAO affairs are wound up as set forth in the Act. The DAO will continue perpetually unless:

a. Members unanimously vote for dissolution;
b. An event occurs which causes the DAO's business to become unlawful;
c. Any other event causes the DAO's dissolution under either the Act or the Supplement.

In the event of an occurrence described in this section, if there is at least one remaining Member, the remaining Member has the right to continue the business of the DAO, unless that right to continue has been terminated. The remaining Member's successor, assignee, or transferee may continue the business of the DAO, provided the successor, assignee, or transferee consents to the continuation in writing and submits any necessary filings to the office of the Secretary of State.

F. Business. The DAO may conduct any and all lawful business appropriate in carrying out the DAO's objectives, as permitted under Section 17-29-104 of the Act and Section 17-31-105 of the Supplement.

ARTICLE II
MEMBERS & CAPITAL

A. Membership Interest; Tokenization. A Membership Interest, as defined Subsection 17-31-102(a)(vi) of the Supplement, in the DAO shall be represented by a digital consumer asset (each, a "Token") to be issued and sold by the DAO. The price at which the DAO issues and sells the Tokens shall be set by the Members, from time to time, as shall be the manner of payment accepted. However, the Members may elect to issue Tokens without consideration therefore. One (1) Token shall represent one (1) Membership Unit in the DAO. There shall be a maximum of one hundred million (100,000,000) Membership Units issued by the DAO, each represented by a corresponding number of Tokens as provided for in the Smart Contract.

B. The Members. Members are the owners of the DAO. Members are not entitled to compensation for services furnished to the DAO in the Member's capacity as a Member. Each Member's membership interest is calculated by dividing the total number of Tokens held by a member divided by the total number of Tokens issued and outstanding.

An unauthorized transfer of a Member's interest could create a substantial hardship for the DAO. Consequently, the Members agree to the restrictions and procedures affecting the ownership and transfer of the Members' interests as identified in the Act, the Supplement, and this Agreement. The Members acknowledge these restrictions are not intended to penalize, but rather are intended to protect and preserve the existing trust-based relationships, the DAO's capital, and the DAO's financial ability to continue its operations.

C. Admission of Additional Members. Additional Members shall be freely admitted without a majority vote of the existing members. The acquisition of a Token, in any manner, or some allowable fraction thereof, shall constitute ownership of a corresponding Membership Interest in the DAO. Nothing herein shall require a prospective Member to make a capital contribution to the DAO in order to become a Member. Prior to being admitted as a Member, the prospective Member(s) may be required to establish and maintain certain digital infrastructure. Any attempt to admit a new Member must adhere to the Smart Contract and blockchain ecosystem of the DAO. Notwithstanding the foregoing, if within ninety (90) consecutive days after the DAO ceases to have any Members: (i) the last person to have been a Member, or the legal representative of that person, designates a period to become or Member; and (b) that designated person consents to become a Member.

G. Voting. The Members agree that any vote of the Members shall be calculated based on the number of Tokens held by each Member at the time of the vote. Any vote under this Section may occur, provided a quorum of the membership interests is present for the vote. Pursuant to Subsection 17-31-111(a)(iii) of the Supplement, a quorum exists when at least twenty-five (25%) percent of all Tokens entitled to vote are present. Subject to the foregoing, any Member shall have the right to propose and bring any matter concerning the DAO to a vote of the Members.

H. Classes of Units. Upon a majority vote of the holders of the Tokens, the Company may establish one or more sub-classes of membership interests with unique rights and privileges to the holders thereof.

I. Actions By Written Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by Members having at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members were present and voting. Email, or a legible and verifiable electronic reproduction of a writing signed by a Member will be regarded as signed by the Member.

ARTICLE III

CAPITAL CONTRIBUTIONS

A. Initial Contributions. The Members will contribute the DAO's initial capital in exchange for each Member receiving governance rights for the DAO in the form of tokens. One token is equivalent to one vote on any governance matter. Members are entitled to the income and profits generated from the operation of the DAO. Income and profits shall be distributed automatically proportional to the percentage of a member's governance rights. No Member can contribute funds that would grant them more than 15% of the total outstanding tokens.

B. Additional Contributions. Unless a majority of the membership interests vote otherwise, no Member is obligated to make any additional contribution to the DAO's capital beyond their initial contribution. The DAO may elect to make a capital call from all Members if a majority of the membership interests agree. Any vote for a capital call must be memorialized, including the types and amounts of capital called. Contributions related to an authorized capital call shall be contributed based upon each Member's preference. Contributions related to an authorized capital call shall be contributed based upon each Member's preference. New tokens will be minted by the DAO's treasury to accommodate the additional optional contributions that Members make. Given additional capital contributions, Members can own more than 15% of the total outstanding tokens post the creation of the new tokens.

C. Failure to Contribute. Any contribution must be satisfied by the Member within sixty (60) days from the date of the call for capital. Pursuant to Section 17-29-403 of the Act, if a Member fails to make its required contributions to the DAO, then the other Members may seek enforcement of the obligation to contribute capital. Any remedy under the Act may be pursued, including prohibiting the individual from becoming a Member until they have satisfied their contribution obligations.

D. Withdrawal of Capital. No Member may withdraw all or any part of its capital contribution except as permitted by the underlying smart contract or Article VIII (regarding dissolution of the DAO).

E. No Partition. Each Member, on behalf of itself and its successors and assigns, expressly waives any right to have the DAO assets partitioned.

F. Return of Capital Contributions. The Members agree that if the DAO does not have adequate assets to return the capital contributions, then the Members will not have any recourse against the DAO or the other Members. As one exception to the previous statement, recourse does exist if a Member owes an outstanding debt to the DAO. Pursuant to Section 17-25-107 of the Supplement, Members are only entitled to demand and receive income in return for their capital contributions, regardless of the form or nature of the Member’s actual contribution(s) of capital.

ARTICLE IV
MANAGEMENT

A. Governing Smart Contract. The Members acknowledge and agree that, pursuant to Section 17-31-106 of the Supplement, the underlying smart contract governs the operations of the DAO. In the event of any conflict between the Articles and the underlying smart contract, the smart contract will govern. In the event of any conflict between the Articles and this Agreement, the Articles will govern. In the event of any conflict between this Agreement and the underlying smart contract, the smart contract will govern. Any time the underlying smart contract is updated or changed, the Members shall cause the Articles and this Agreement to be amended accordingly.

Public Address of Smart Contract:
https://polygonscan.com/address/0x2d02E704174635F5E88E17995C3a5E29f283C033
(the “Smart Contract”).

B. Actions of the Members.Members of the DAO will utilize the Smart Contract protocol to vote on all proposed governance matters related to the DAO and on all proposed projects submitted to the DAO, which may include, but are not limited to:

i. the sale, development, lease, or other disposition of the DAO's assets;
ii. the purchase or acquisition of other assets;
iii. the management of all or any part of the DAO's assets;
iv. the borrowing of money and granting of security interests in the DAO's assets;
v. the pre-payment, refinancing, or extension of any loan affecting the DAO's assets;
vi. the compromise or release of any of the DAO's claims or debts; and
vii. the employment of persons, firms, or corporations for the operation and management of the DAO's business.

C. Management Of The Business. Pursuant to Section 17-29-407 of the Act and Section 17-31-109 of the Supplement, and as stated in its Articles, the DAO’s day to day affairs are managed by the Members. The Members are responsible for the daily operations of the business. Notwithstanding the other provisions of this Article, the Members agree that:

a. Any decision that involves a sale of the business, a loan, or the acquisition of another company, must have the unanimous consent of all Members; and

b. If a Member disagrees with a proposed decision, the disagreeing Member may call a vote to decide the course of action. A super majority vote is necessary to take an action on behalf of the DAO. The votes must be recorded in writing.

D. Powers Of Members. The Members are authorized:

a. to make all decisions regarding the DAO’s operations and legal affairs, including but not limited to:

   i. the sale, development, lease, or other disposition of the DAO's assets;
   ii. the purchase or acquisition of other assets;
   iii. the management of all or any part of the DAO's assets;
   iv. the borrowing of money and granting of security interests in the DAO's assets;
   v. the prepayment, refinancing, or extension of any loan affecting the DAO's assets;
   vi. the compromise or release of any of the DAO's claims or debts; and
   vii. the employment of persons, firms, or corporations for the operation and management of the DAO's business; and

b. to execute and deliver:

   i. all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts, and maintenance contracts covering or affecting the DAO's assets;
   ii. all checks, drafts, and other orders for the payment of the DAO's funds;
   iii. all promissory notes, loans, security agreements and other similar documents; and
   iv. all other instruments of any kind relating to the DAO's business and affairs.

E. Administrative Member. From time to time, but no less than annually, the Members shall by majority vote elect an Administrative Member. The Administrative Member shall have no managerial or operative control over the affairs of the DAO. Rather, for administrative convenience only, the Administrative Member, subject to the terms of this Agreement and the Smart Contract protocol, shall be entitled to execute and deliver on behalf of the DAO:

   i. all contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts, and maintenance contracts covering or affecting the DAO's assets;
   ii. all checks, drafts, and other orders for the payment of the DAO's funds;
   iii. all promissory notes, loans, security agreements and other similar documents; and
   iv. all other instruments of any kind relating to the DAO's business and affairs.

The Members may appoint officers or managers and define their function and authority. The members agree that these appointed persons act with management authority for the DAO exclusively for the following tasks:

i. Signing purchase agreements for the purchase of real properties with the exact terms that the Membership have agreed to through the terms in the smart contract.
ii. Signing contractual agreements with Property Management companies on behalf of the Membership as agreed on by the Membership through the terms in the smart contract.
iii. Signing closing documents for the successful purchase of real properties that the Membership have agreed to purchase through the purchase agreement.
iv. Transfer of funds from the DAO's treasury to each Member proportional to that Member's entitled share of income and profit.
v. Transfer of information from any contracted Property Managers to the Membership and transfer information from governance votes from the Membership to any contracted Property Managers.

F. No Liability. Pursuant to Section 17-29-304 of the Act, no Member shall be personally liable, directly or indirectly, for any debt, obligation, or liability of the DAO by sole reason of being a Member. Any debt, obligation, or liability of the DAO is strictly and solely the liability of the DAO.

G. Fiduciary Duty. Pursuant Section 17-31-110 of the Supplement, no Member has any fiduciary duty to the DAO or to any other Member. The Administrative Member notwithstanding, unless otherwise agreed by majority vote of the Members, no Member has any duty to act.

H. Permitted Transactions. Each Member, and their respective affiliates and other related parties, shall be free to engage in any activity on their own or by the means of any entity so long as neither the Member or their respective affiliates and other related parties refrain from engaging in bad faith in dealing with the DAO.

I. Self-Dealing. Unless entered into in bad faith, no contract or transaction between the DAO and one or more of its Members, officers, or employees, or between the DAO and any other entity or organization in which one or more of its Members, officers, or employees have a financial interest or are owners, managers, partners, directors, officers, or employees, shall be voidable solely for this reason or solely because such Member, officer, or employee was present or participated in the authorization of such contract or transaction. No Member, officer, or employee interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the DAO or any Member for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction. While not required, approval or ratification by a majority of the Members having no interest in the transaction constitutes circumstantial evidence that such transaction is permitted under this section.

J. Indemnification. The DAO will not indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding. Members are entirely responsible for prosecuting and defending claims involving or related to the DAO, whether civil, criminal, administrative, or investigative by reason of the fact that the person is or was a Member of the DAO, employee, or agent of the DAO, or is or was serving at the request of the DAO.

K. Disputes of Members. Disputes among Members will be decided by a majority vote. A Member has votes proportional to that Member's membership interest (e.g., 11% ownership equals 11 votes). A majority vote is necessary for an action to take place. Any vote under this Section may occur, provided a quorum of the membership interests is present for the vote. In the event of a split vote among the Members, the status quo remains, and no deviating action may occur. Members are required to vote on at least one resolution that attempts to address and resolve the dispute between the Members prior to any Member bringing a direct action under Section 17-29-901 of the Act. Members may maintain a derivative action to enforce a right of the DAO, provided the acting Member properly demands the other Member(s) to enforce the right of the DAO, or the acting Member adequately declares with particularity that such demands are futile.

ARTICLE V
PROFITS, LOSSES & DISTRIBUTION

A. Profits & Losses. For accounting and tax purposes, the DAO's net profits or net losses will be determined annually. Pursuant to Section 17-25-110 of the Supplement, and as provided in Section 6.03, below, profits and losses will be allocated to the Members in proportion to each Member's economic interest in the DAO and in accordance with Treasury Regulation 1.704-1.

B. Distributions. The Members may determine to distribute available funds annually or as the Members see fit, *provided* that there remain sufficient funds to cover any debts or liabilities of the DAO. "Available funds" means the DAO's net cash available after expenses, working capital, and liabilities, as determined by the Members. Distributions in liquidation of the DAO or in liquidation of a Member's interest must be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d). Consistent with Section 17-25-107 of the Supplement, Members may only demand or receive a distribution from the DAO in the form of money.

C. In-Kind Distributions. Where permitted by the Smart Contract, the DAO may make in-kind distributions of the DAO assets. The fair market value of the property must be determined by the Smart Contract before the distribution is made. The receiving Member's capital account shall be adjusted to reflect the value of the in-kind distribution.

D. No Interest. Unless the Smart Contract permits otherwise, no interest shall accrue on any un-withdrawn distribution.

E. Withholding. The Smart Contract may withhold from payments or distributions to any Member, or with respect to any allocation made with respect to any Member, and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Act or any provision of any other federal, state or local law. All amounts withheld pursuant to this paragraph with respect to any payment, distribution or allocation to a Member shall be treated as amounts paid or distributed to such Member for all purposes of this Agreement and the Act.

ARTICLE VI
Compensation

A. Management Fee. Any Member rendering services to the DAO is entitled to compensation equal to the value of those services. A majority of the Members must agree upon the value of the services rendered.

B. Reimbursement. The DAO will not reimburse the Members for all direct out-of-pocket expenses reasonably incurred in managing the DAO. The Members agree that no expense will be reimbursed if disputed by any Member.

ARTICLE VII
Bookkeeping

A. Books. The underlying smart contract and blockchain ecosystem will maintain the complete and accurate accounting of the DAO's affairs and will determine the method of accounting. The DAO's accounting period will be the calendar year.

B. Records. The Members will keep the following at the DAO’s registered office:

1. A copy of all formation documents, this Agreement, and any amendments;
2. Copies of the DAO's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years;
3. Copies of all minutes, if any, of each meeting of the Members and any written consent obtained from the Members; and

4. Copies of the DAO's financial statements for the three (3) most recent years.

C. Member Account Balance. The Members shall look to the open blockchain ecosystem for any statements of that Member's distributive share of income and expense for income tax reporting purposes.

D. DAO Information. Pursuant to Section 17-31-112 of the Act, and assuming such info is available on an open blockchain, Members have the right to separately inspect or copy records of the DAO and the DAO is obligated to furnish any records to requesting Members, unless the requests are illegal or violate the privacy of other Members.

E. Exculpation. Pursuant to Section 17-29-304 of the Act, no Member shall be personally liable, directly or indirectly, for any debt, obligation, or liability of the DAO by sole reason of being a Member. Any debt, obligation, or liability of the DAO is strictly and solely the liability of the DAO.

ARTICLE VIII
Transfers

A. Notice of Restrictions on Transfers and Withdrawals. Pursuant to Section 17-25-103 of the Supplement, all Members and prospective Members are hereby notified of the following limitations:

> The rights of members in a decentralized autonomous organization may differ materially from the rights of members in other limited liability companies. The Wyoming Decentralized Autonomous Organization Supplement, underlying smart contracts, articles of organization and operating agreement, if applicable, of a decentralized autonomous organization may define, reduce or eliminate fiduciary duties and may restrict transfer of ownership interests, withdrawal or resignation from the decentralized autonomous organization, return of capital contributions and dissolution of the decentralized autonomous organization.

B. Assignment. If a Member proposes to sell, assign, or otherwise dispose of all or part of the Member's interest in the DAO, that Member must comply with the following procedures:

a. The underlying smart contract must allow for the sale of a dissociating Member's interest to grant full membership benefits and functionality to the new Member. If the underlying smart contract does not allow for the sale, then the sale or transfer cannot occur. The dissociating Member must disclose to the potential buyer or assignee the transfer restrictions set out in this Agreement.

b. If the underlying smart contract allows for the transfer and assignment, then the prospective Member will not have all powers of a Member until that prospective Member executes all agreements binding the Members, including this Operating Agreement, with duly executed copies delivered to the DAO.
c. Upon the departure of the dissociating Member, the new Member shall only possess an economic interest in the DAO until all the conditions for being a fully-fledged Member have been satisfied.

C. Transfers. The Smart Contract shall provide that a Member may assign, convey, transfer or otherwise dispose of all or part of the Member's Membership Unit, each represented by one (1) Token, freely and without notice or restriction to the DAO or its Members. The Smart Contract shall further provide that any assignee, buyer or transferee shall be made full Members of the DAO with all the *pro rata* rights and privileges that their respective Membership Units entitle them to, including being made party to this Agreement.

D. Valuation Of Distribution Of Dissociating Member's Interest. If a Member wants to exit the DAO, and does not have a buyer of its Tokens, the dissociating Member will offer its Tokens up to all the remaining Members. The remaining Members are permitted to decline to acquire any of the dissociating Member's Tokens. The valuation and distribution of the dissociating Member's Tokens will be as the Members agree and as the underlying smart contract permits.

ARTICLE IX
Dissolution

A. Dissolution. The Members may dissolve the DAO at any time, provided the Members unanimously agree. Per Section 17-29-701 of the Act, the DAO shall be dissolved if there are no Members for a consecutive period of ninety (90) days and the underlying smart contract is unable to continue as designed. Pursuant to Section 17-29-502 of the Act and Section 17-31-113 of the Supplement, dissolution of the DAO may not be ordered by a simple owner of the Members' Membership Units.

B. Distributions After Dissolution. Upon dissolution, the DAO must pay its debts before distributing cash, assets, or capital to the Members or the Members' Membership Units. The Members agree that any distributions occurring after the dissolution of the DAO shall follow the process outlined in this Agreement and Section 17-29-708 of the Act.

ARTICLE X
General Matters

A. Original. This Agreement shall be signed by the Administrative Member and additional members shall hereinafter be deemed to be parties to this Agreement by operation of the Smart Contract and each copy of the agreement will be deemed an original.

B. Binding Effect. Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

C. Headings. The headings contained in this Agreement are included solely for the reader's convenience and reference.

D. Amending Operating Agreement. This Agreement may only be amended by an affirmative vote or consent of all Members.

E. Governing Law. The Members acknowledge and agree that this Agreement is and will be governed, construed, and administered according to the laws of the State of Wyoming, as they may be amended from time to time.

F. Compliance with the Act. All matters related to the operations of the DAO not specifically addressed herein must be addressed in accordance with the Act and the Supplement. The DAO must comply with all other provisions of the Act and the Supplement in order to stay compliant with the law.

G. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, then the remaining provisions are to be construed as if the invalid provision was never included.

H. Venue. The venue for any dispute arising under this Agreement or any disputes among the Members or the DAO will be the county in which the DAO's Registered Office is located.

Registered Agents Inc
30 N Gould St Ste R
Sheridan, WY 82801

I. Notice To Members. All notices to be given under the Agreement to the Members shall be given in writing and shall be deemed given when transmitted if sent by email when the email is received in the recipient's mailbox. The email address or fax number of any Member may be changed by written notice to the other Members.

J. Entire Agreement. This Agreement, together with the Articles of Organization (as may be amended) and all related exhibits, schedules, attachments, etc., constitute the sole and entire agreement by and among the Members. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written or oral, with respect to the subject matter.