CORPORATE BYLAWS OF

WHAT'S COOKIN' INC

ARTICLE 1.
CORPORATE AUTHORITY

1.1 Incorporation. What's Cookin' Inc (the "Corporation") is a duly organized corporation authorized to do business in the State of Delaware by the filing of the Articles of Incorporation on August 20, 2020.

1.2 State Law. The Corporation is organized under the Delaware Statutes and except as otherwise provided herein, the Statutes shall apply to the governance of the Corporation. The laws, statutes, regulations and rules to which the Corporation is subject shall be referred to herein as "Applicable Law."

1.3 Corporate Purpose. The specific public benefit purpose of the corporation as stated in the Articles of Incorporation is to: create opportunities for sharing and commerce within communities, support local food production, increase neighborhood resiliance, demonstrate methods of democratic corporate governance, and share equity with participants; and also to: enhance opportunities in underserved communities, including but not limited to refugee families, undocumented individuals, low-income neighborhoods, and communities outside of the United States; and to increase civic engagement and foster conversations around issues of public interest

ARTICLE 2.
DEFINITIONS

2.1 Task Tracker. The Corporation shall maintain a tracking system for work performed, referred to here forward as a "Task Tracker". The Task Tracker must have a method for peer review and approval of tasks.

2.2 Team Member. A "Team Member" shall refer to any individual who performed work that was recorded on the Task Tracker and who has continued access to record work on the Task Tracker. A Former Team Member shall refer to an individual who performed work that was recorded on a Task Tracker but who has been removed from or left the team and no longer has current access to the Task Tracker.

2.3 COOK or $COOK shall refer to the smart token over future equity instrument that is granted to investors and team members and may be visible on the dashboard https://invest.whatscookin.us. COOK may be purchased or granted in recognition of work performed or other valuable services, and is transferable.

2.4 TEAMCOOK shall refer to a voting token or voting right that is granted only to Team Members in recognition of work performed, may be held by Former Team Members, and is non transferable. Under no circumstance may TEAMCOOK be purchased or received by means other than performing work that was reviewed and approved on the Task Tracker. The holder of TEAMCOOK voting rights or tokens shall be referred to as a "TeamCookHolder".

2.5 USERCOOK shall refer to a voting token or voting right that is granted to users, community members, or creators who make use of the services of Corporation, with or without payment.

2.6 COOK Options or Future COOK shall refer to a promise, possibly encoded in a smart contract, to provide COOK tokens to Team Members at a specified price, generally significantly less than the current price of purchasing COOK tokens.

2.7 FROZEN shall refer to a state in which a TeamCookHolder's tokens are temporarily ineligible to vote.

ARTICLE 3.
OFFICES AND RECORDS

3.1 Registered Office and Registered Agent. The principal office and the registered agent of the Corporation shall be as stated in the Articles of Incorporation of the Corporation, as amended from time to time by the Board of Directors and on file in the appropriate public offices of the State of Delaware as provided by law.

3.2 Other Offices. The Corporation may also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors of the Corporation (also, the "Board"), and may also have offices at such other places, both within and without the State of Delaware, as the Board may from time to time determine or the business of the Corporation may require.

3.3 Books, Accounts and Records, and Inspection Rights. The books, accounts, and records of the Corporation, except as may be otherwise required by the laws of the State of Delaware, may be kept outside of the State of Delaware, at such place(s) as the Board may from time to time determine. Except as otherwise provided by law, the Board will determine whether, to what extent, and the conditions upon which the books, accounts and records of the Corporation will be open to the inspection of the TeamCookHolders of the Corporation. Team Members shall have the right to inspect books, accounts and records of the Corporation at any time with reasonable advance notice, with the exception of personnel records of individuals.

3.4 Corporate Seal. The Board may, but shall not be required to, adopt a corporate seal. The corporate seal shall consist of a die bearing the name of the Corporation and the inscription, "Corporate Seal Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE 3.
Shareholders' and TeamCookHolders' MEETINGS

3.1 Authority of TeamCookHolders and Team Members. The shareholders and board members signing these bylaws hereby transfer the rights due to common shareholders to the holders of TEAMCOOK, or TeamCookHolders.

3.1 Place of Meetings. Meetings of the TeamCookHolders shall be held solely by means of remote communication as provided by the Applicable Law, though several TeamCookHolders may join such meetings from the same physical location.

3.2 Annual Meeting. The annual meeting of the TeamCookHolders of the Corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board. At an annual meeting of the TeamCookHolders, only such business shall be conducted as shall have been properly brought before the meeting.

3.3 Special Meetings.

(a) Special meetings of the TEAMCOOK holders may be called, for any purpose or purposes, by (i) the Chairman of the Board, (ii) the Chief Executive Officer, (iii) the President, (iv) the Board pursuant to a resolution adopted by directors representing a quorum of the Board, or (v) by the holders of TEAMCOOK representing at least five (5) percent of the total TEAMCOOK eligible to vote. Such a meeting shall always permit remote attendance.

(b) If a special meeting is properly called by any person or persons other than the Board, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by email, telegraphic or other facsimile transmission to the Chairman of the Board, the Chief Executive Officer, or the Secretary. No business may be transacted at such special meeting otherwise than specified in such notice.

3.4 Notice of Meetings. Whenever TeamCookHolders are required or permitted to take any action at a meeting, a written notice (including by email) of the meeting shall be provided to each TeamCookHolder of record entitled to vote at or entitled to notice of the meeting, which shall state the place, date, and hour of the meeting, as well as the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each TEAMCOOK holder entitled to vote at such meeting.

3.5 Quorum. TeamCookHolders may take action on a matter at a meeting only if a quorum exists with respect to that matter. Except as otherwise provided by law, sixty (60) percent of the outstanding TEAMCOOK entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of TeamCookHolders. Once a TEAMCOOK token is represented for a purpose at a meeting (other than solely to object to the holding of the meeting), it is deemed present for quorum purposes for the remainder of the meeting and the TeamCookHolders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of sufficient TEAMCOOK holders to leave less than a quorum. The holders of a majority of the TEAMCOOK represented at a meeting, whether or not a quorum is present, may adjourn the meeting from time to time.

3.6 Voting Rights.

(a) Each TeamCookHolder entitled to vote at a meeting of TeamCookHolders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to vote for him or her by proxy, but no such proxy shall be voted or acted upon after one (1) year from its date unless the proxy expressly provides for a longer period. A duly executed proxy shall be irrevocable only if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

(b) If a quorum exists, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election (provided a quorum exists). Unless otherwise provided by law or in the Corporation's Articles of Incorporation, and subject to other provisions of these Bylaws, each TeamCookHolder shall be entitled to one (1) vote on each matter, in person or by proxy, for each TEAMCOOK that has voting power and that is held by such TeamCookHolder. Voting need not be by written ballot.

3.7 List of TeamCookHolders. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before any meeting of TeamCookHolders, a complete list of the TeamCookHolders entitled to vote at the meeting, arranged alphabetically, and showing the name and wallet or email address of each TeamCookHolder and the number of shares held by each TeamCookHolder. The list shall be open to the examination of any TeamCookHolder for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days before the meeting, at an online address that is accessible by the URI given to TeamCookHolders. The list shall also be produced and kept available at the time and place of the meeting, for the entire duration of the meeting, and may be inspected by any TeamCookHolder present at the meeting.

3.8 Consent in Lieu of a Meeting.

(a) Any action required to be taken or which may be taken at any meeting of TeamCookHolders may be taken without a meeting, without prior notice and without a vote, if a consent in writing or a consent recorded by a secure online voting method such as Snapshot or Helios, that has been previously agreed upon by a majority of TeamCookHolders, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all TeamCookHolders entitled to vote were present and voted. The action must be evidenced by one or more written consents, describing the action taken, signed and dated by the TeamCookHolders entitled to take action without a meeting, or by electronic signature using Polygon or Ethereum wallets, or by email electronic signature as determined by agreement of a majority of TeamCookHolders. Written or signed documents shall be delivered to the Corporation at its registered office or to the officer having charge of the Corporation's minute book. Electronic signatures or Digital approvals shall be recorded on the publicly available method approved.

(b) No consent shall be effective to take the corporate action referred to in the consent unless the number of consents required to take action are delivered to the Corporation or to the officer having charge of its minute book, or are publicly available on the agreed upon method or instrument, within sixty (60) days of the delivery of the earliest-dated consent.

(c) Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those TeamCookHolders who have not consented in writing or by electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of TeamCookHolders to take action were delivered to the Corporation as provided in the Applicable Law.

3.9 Conference Call. One or more TeamCookHolders may participate in a meeting of TeamCookHolders by means of conference telephone, videoconferencing, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.

3.9 Opportunity to Object in Lieu of a Meeting

Actions taken by the Board of Directors or their representatives may be subject to Opportunity to Object. The proposed action shall be communicated to all TeamCookHolders and an approved voting method provided. In order that actions may be taken quickly, actions that are subject to Opportunity to Object shall be communicated with 7 days notice with voting to conclude no more than 14 days after the original notice. An additional email notice shall be sent out within 1 day prior to or after the start of voting, and an announcement shall also be made in the Corporation slack group in the #general channel within 1 day of the start of voting.

An action shall be considered passed under Opportunity to Object if the TeamCookHolders who vote approve of the action with the required percentage of approval, even if a quorum of TeamCookHolders do not participate in the voting. The required percentage shall default to 51% unless specified otherwise. The outcome of the voting shall be communicated to all TeamCookHolders at the recorded email address.

If sufficient TeamCookHolders holding more than 51% of the total eligible TEAMCOOK vote either to approve or object, the voting may be considered concluded and the outcome communicated, even if 14 days have not elapsed since the original notice.

Any group of TeamCookHolders holding 5% or more of total eligible TEAMCOOK may call an Opportunity to Object or Objection vote over any action of the company.

If the vote is to deny the action, then the action may not be taken at that time. Such an action may be proposed again not sooner than 30 days after a vote of objection, and may be subject to a further vote.

ARTICLE 4.
DIRECTORS

4.1 Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all lawful acts and things, subject to any limitations set forth in these Bylaws or the Articles of Incorporation for the corporation.

4.2 Number and Term of Office. The number of directors shall be set at five (5). Each director shall be at least eighteen (18) years of age. The directors need not be residents of the state of incorporation. Only TeamCookHolders who have earned TEAMCOOK at least 1 year prior to election shall be eligible to serve on the board.

The (3) original directors specified in the Articles of Incorporation shall serve 5 year terms, staggered as described below, and shall be subject to confirmation or re-election at the end of such terms by the TeamCookHolders at the annual meeting as set forth below.

The term of the positions of President and Secretary shall start as of Aug 20, 2021

The term of the position of Vice-President shall start as of Aug 20, 2022

The term of the position of Treasurer shall start as of Aug 20, 2020

Only TeamCookHolders who have earned TEAMCOOK at least 2 years prior to election shall be eligible to serve on the board in a seat holding 5 year term.

The (2) directors not specified in the Articles of Incorporation shall serve 2 year terms, staggered as described below, and shall be elected by the TeamCookHolders at the annual meeting of TeamCookHolders by the vote of TeamCookHolders holding of record in the aggregate at least a plurality of the shares of stock of the Corporation present in person or by proxy and entitled to vote at the annual meeting of TeamCookHolders. The two directors shall be elected to serve or until his or her successor shall be elected and shall qualify or until his or her earlier resignation or removal.

The term of the first director shall be considered to have started on August 20, 2021

The term of the second director shall be considered as to have started on Aug 20, 2022

4.3 Vacancies. Except as otherwise provided by law, any vacancy in the Board of Directors occurring by reason of an increase in the authorized number of directors or by reason of the death, withdrawal, removal, disqualification, inability to act, or resignation of an acting director shall be filled by the majority of directors then in office, in accordance with the requirements set out in section 4.2 above, and notice of a TeamCookHolder meeting shall be provided to the TeamCookHolders for the purpose of electing a director to permanently fill such vacancy. Any director may resign at any time by giving written notice to the Board or the Secretary.

4.4 Resignation. Any director may resign at any time by delivering his or her notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board. If no such specification is made, it shall be deemed effective at the pleasure of the Board.

4.5 Removal. Subject to any limitations imposed by Applicable Law, any director may be removed from office at any time (i) with cause by the affirmative vote of the holders of fifty one (51) percent of the voting power of all TEAMCOOK entitled to vote.

4.6 Meetings. Meetings of the Board of Directors may be called by any director or the President on five (5) days' notice to each director, either personally or by telephone, express delivery service, email, or facsimile transmission, and on ten (10) days' notice by mail (effective upon deposit of such notice in the mail). The notice shall specify the purpose of such meeting.

4.7 Quorum and Voting. Sixty (60) percent of the total number of authorized directors shall constitute a quorum for transaction of business. The act of a majority of directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as provided by law, the Articles of Incorporation, or these Bylaws. Each director present shall have one vote, irrespective of the number of shares of stock, if any, he or she may hold.

4.8 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting of all members of the Board or committee, as the case may be, with the written consent of a quorum of the Directors, such writing or writings to be filed with the minutes or proceedings of the Board or committee.

4.9 Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board, including, if so approved, by resolution of the Board, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board and at any meeting of a committee of the Board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

4.10 Conference Call. One or more directors may participate in meetings of the Board or a committee of the Board by any communication, including videoconference, by means of which all participating directors can simultaneously hear each other during the meeting. Participation in this manner shall constitute presence in person at such a meeting.

4.11 Committees. The Board of Directors, by resolution, may create one or more committees, each consisting of one or more directors. Each such committee shall serve at the pleasure of the Board. All provisions under the Statutes and these Bylaws relating to meetings, action without meetings, notice, and waiver of notice, quorum, and voting requirements of the Board of Directors shall apply to such committees and their members.

4.12 Organization. At every meeting of the Board, the Chairman of the Board, or, if a Chairman has not been appointed or is absent, the President (if a director) shall preside over the meeting. The Secretary shall act as secretary of the meeting.

4.13 Limitations on Board of Director Actions. The following actions by the Board of Directors or their representatives, such as executives of the Company, shall be subject to an Opportunity to Object vote as specified in section 3.9, with a 51% approval required of TeamCookHolders who vote:

Appointment of a CEO or Chief Executive Officer of the Company
Removal of a CEO or Chief Executive Officer of the Company
Authorizing the spending velocity or budget of company funds and/or COOK
Any one-time expenditure that is greater than the current monthly budget of the Company
The policies and velocity under which TEAMCOOK are issued

Specifically, TEAMCOOK may never be issued in an amount greater than 10% of the total existing TEAMCOOK during any 30 day period without passing an Opportunity to Object vote with a minimum of 60% approval.

All other actions by the Board of Directors, the CEO or their representatives not listed above are also subject to the Opportunity to Object whenever a vote is requested by TeamCookHolders comprising at least 5% of all eligible TEAMCOOK, subject to the legal obligations that the Company may be subject to based on contracts signed by its legal representatives.

If an Objection vote is in progress, to the extent practical the action under question should be put on hold until the completion of the vote.

ARTICLE 5.
OFFICERS

5.1 Officers. The officers of the Corporation shall include the following: (a) the Chief Executive Officer and/or the President; (b) the Secretary and (c) the Treasurer. The Board may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the Corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the Corporation shall be fixed by or in the manner designated by the Board.

5.2 Tenure and Duties of Officers.

(a) Subject to any employment contracts that may be in place, all officers shall hold office at the pleasure of the Board and until their successors shall have been duly elected and qualified, unless sooner removed.

(b) The Chief Executive Officer(s) and/or the President shall have overall responsibility and authority for management and operations of the Corporation, shall preside at all meetings of the Board of Directors and TeamCookHolders, and shall ensure that all orders and resolutions of the Board of Directors and TeamCookHolders are implemented. The President shall have the authority to create any entity, either as a wholly-owned subsidiary or with owners additional to the Corporation, as the President may deem appropriate to accomplish any legitimate objective of the Corporation. The President shall be an ex-officio member of all committees and shall have the general powers and duties of management and supervision usually vested in the office of president of a corporation.

(c) The Secretary shall attend all meetings of the Board and all meetings of the TeamCookHolders and shall act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the TeamCookHolders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision the Secretary shall be. The Secretary shall maintain the records, minutes, and seal of the Corporation and may attest any instruments signed by any other officer of the Corporation.

(d) The Treasurer shall be the chief financial officer of the Corporation, shall have responsibility for the custody of the corporate funds and securities, shall keep full and accurate records and accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the monies of the Corporation in a separate account in the name of the Corporation. The Treasurer shall provide to the President and directors, at the regular meetings of the Board, or whenever requested by the Board, an account of all financial transactions and of the financial condition of the Corporation.

5.3 <u>Execution of Instruments.</u> All contracts, checks, drafts or demands for money and notes and other instruments or rights of any nature of the Corporation shall be signed by the President and/or such other officer or officers as the Board of Directors may from time to time designate.

ARTICLE 6.
SHARES OF STOCK

6.1 <u>Stock Certificates.</u> The shares of the Corporation may but is not required to be, in the discretion of the Board of Directors, represented by certificates. The stock certificates of the Corporation, if any, shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued. In the absence of certificates, the share ownership in the Corporation shall be registered in the share ledger and transfer books of the Corporation.

6.2 <u>Lost Certificates.</u> A new certificate or certificates may be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed.

6.3 <u>Transfer.</u> Transfers of shares shall be made on the books of the Corporation upon surrender and cancellation of the certificates therefore, if any, endorsed by the person named in the certificate or by his or her legal representative. No transfer shall be made which is inconsistent with any provision of law, the Articles of Incorporation for the Corporation, these Bylaws or, if one exists, a Shareholder Agreement or other agreement which restricts transfers of the Corporation's stock.

ARTICLE 7.
TEAMCOOK, COOK and USERCOOK token issuance

6.1 TEAMCOOK tokens. TEAMCOOK shall be represented by a token of the same name on a publicly available instrument such as a gnosis safe. TEAMCOOK shall be issued regularly in accordance with the budget and policy set forth by the CEO and having passed a vote of Opportunity To Object, and shall be issued based on reviewed and approved tasks in the Task Tracker. The total TEAMCOOK to be issued at each period shall be made public at least 7 days prior to being issued in order to allow time for any objections to be registered. TEAMCOOK shall be issued no more often than every 14 days and no less often than every 90 days as long as work is continued to be performed by Team Members. TEAMCOOK tokens shall be under the control of a multisig with at least 3 out of 5 trusted signers to approve each issuance of tokens, according to the procedure set forth in these Bylaws. The multisig signers shall be appointed by the CEO(s) and subject to Opportunity to Object. TeamCookHolders shall be notified of any new signer on the multisig at least 7 days prior to them gaining signature authority.

TEAMCOOK shall be issued in proportion to the COOK assigned to each Team Member on the Task Tracker, but the amount of TEAMCOOK issued in any 30 day period is not to exceed 10% of total existing issued TEAMCOOK. If the total COOK issued in the 30 day period is in excess of this amount, the amounts of TEAMCOOK shall be reduced proportionately.

6.2 COOK tokens over future equity shall be issued promptly upon purchase on the Corporation's investment dashboard. COOK tokens earned by TeamMembers based on records in the Task Tracker shall be issued not less than 30 days after request by the TeamMember. COOK tokens earned but not requested to be issued shall be considered to be held as FutureCOOK or COOK Options as described in a CAFE Option Plan approved by the Board of Directors. Team Members may only earn COOK or TEAMCOOK by performing tasks that are visible and approved in the Task Tracker.

6.3 USERCOOK tokens may be created by a future action of the Board of Directors or by the CEO and their representatives, in order to provide an equity or governance instrument to users of the Corporations' products. The policy and creation of USERCOOK tokens shall be subject to an Opportunity to Object requiring at least 60% approval of the TEAMCOOKHOLDERS who vote.

6.4 Fixing Record Dates. In order that the Corporation may determine the TeamCookHolders entitled to notice of or to vote at any meeting of TeamCookHolders or any adjournment thereof, the Board may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, subject to Applicable Law, not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board, the record date for determining TeamCookHolders entitled to notice of or to vote at a meeting of TeamCookHolders shall be at the close of business on the day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held. A determination of TeamCookHolders of record entitled to notice of or to vote at a meeting of TeamCookHolders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

6.5 If any Team Member is found to have attempted to vote fraudulently by any means including use of an email address or wallet address not belonging to the Team Member, or to purchase another Team Members' vote by offering of any type of funds, or has agreed to receive funds in exchange for a vote, that Team Member's TEAMCOOK shall be FROZEN and become ineligible to vote. This action may be contested by binding arbitration or in a civil suit under the Statutes of the State of Delaware and the judgement of the arbitor or civil court shall apply.

ARTICLE 7.
DIVIDENDS

7.1 Declaration of Dividends. Dividends upon the capital stock or COOK tokens of the Corporation, subject to the provisions of the Certificate and Applicable Law, if any, may be declared by the Board. Dividends may be paid in cash, in property, or in shares of the capital stock or COOK tokens, subject to the provisions of the Certificate and Applicable Law.

7.2 Dividend Reserve. There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in their absolute discretion, think proper as a reserve or reserves for any purpose as the Board determines is in the interests of the Corporation.

ARTICLE 8.
FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

ARTICLE 9.
INDEMNIFICATION AND INSURANCE

9.1 Indemnification.

(a) The Corporation shall have the power to indemnify its directors, officers, employees, and other agents. The Board shall have the power to delegate the determination of whether indemnification shall be given to any such person (except executive officers) to such officers or other persons as the Board shall determine.

(b) The Corporation may purchase and maintain insurance in a reasonable amount on behalf of any person who is or was a director, officer, agent or employee of the Corporation against liability asserted against or incurred by such person in such capacity or arising from such person's status as such. Additionally, the Corporation may purchase life insurance on the life of any TeamCookHolder which may, in the discretion of the Corporation or subject to any agreement entered into with such TeamCookHolder or his/her estate, be used in connection with the repurchase of such TeamCookHolder's shares upon his/her death.

ARTICLE 10.
NOTICES

10.1 Notices.

(a) Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the United States mail, or by email, or facsimile, charges prepaid, to his or her address appearing in the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail. If the notice is sent by email or facsimile, it shall be deemed to have been given at the date and time shown on a written confirmation of the transmission of such facsimile communication. If such notice is related to a TeamCookHolder meeting, the notice shall specify the place, day, time of the meeting and the purpose of and general nature of the business to be transacted at such meeting.

(b) Whenever any written notice is required by law, or by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully convened or called.

ARTICLE 11.
AMENDMENTS

11.1 Amendments. The Board is expressly empowered to adopt, amend, or repeal these Bylaws (or any provision hereof), subject to approval by TeamCookHolders. Any modification to these Bylaws shall not take effect until an Opportunity to Object vote has been held and the modification has been approved with at least 60% of the vote. The TeamCookHolders shall also have power to adopt, amend, or repeal these Bylaws (or any provision hereof) by holding a Special Meeting or at the Annual Meeting, with approval by at least 60% of the vote. The vote is the number of TEAMCOOK represented by those TEAMCOOKHOLDERS who vote at the announced meeting or by proxy.

ARTICLE 12.
MISCELLANEOUS

12.1 Annual Report. The Board shall cause an annual report to be sent to each TeamCookHolder of the Corporation not later than seventy five (75) days after the close of the Corporation’s fiscal year. Such report shall include a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

12.2 Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the courts of the State of Delaware shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, or other employee of the Corporation to the Corporation or the Corporation’s TeamCookHolders, (c) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the Applicable Law, the Certificate, or these Bylaws, or (d) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine.

12.3 Interpretation. In interpreting these Bylaws, except where the context otherwise requires, (a) “including” or “include” does not denote or imply any limitation, (b) “or” has the inclusive meaning “and/or,” (c) the singular includes the plural, and vice versa, and each gender includes each other gender, (d) captions or headings are only for reference and are not to be considered in interpreting these Bylaws, (e) “Section” refers to a section of these Bylaws, unless otherwise stated in these Bylaws, and (f) “day” refers to a calendar day unless expressly identified as a business day.

Signed,

Khailill Knight-Papaioannou Date: 03/08/2022
Golda Velez Date: 03/08/2022
Sahra Hirsi Date: 03/08/2022

Recorded by Golda Velez, Secretary, in live video meeting with verbal agreements.

Golda Velez 7/8/22

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