



Elias Guttman

Certified Public Translator - English

Enrollment Commercial Registry Jucesp No. 850 - CPF 205.428.458-06

ID/RG 13.255.413 - CCM 2.939.360 - INSS 1.162.477.364-2

Alameda Casa Branca, 844 - Zip Code: 01408-000 - São Paulo/SP

Phone: (55 11) 3884-5320 - FAX: (55 11) 3884-9038 - e-mail: etradutor@gmail.com

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The undersigned, Public Translator, duly sworn and registered with the Board of Trade of the State of São Paulo under No. 850 certifies that a document, written in Portuguese was presented for translation into English, which has been done to the best of his knowledge as follows:--

(THE DOCUMENT PRESENTED WAS AN AGREEMENT IN TWO(02) PAGES. FRONT ONLY.
IT READS:--)-----

AGREEMENT OF FLORESTA TOKEN CONSERVAÇÃO DE FLORESTA NATIVA DO BIOMA
AMAZÔNICO SPE LTDA.

1. SANZIO COELHO MACIEL, BRAZILIAN citizen, ENTREPRENEUR, married under Community Property System, date of birth [REDACTED], CPF No. [REDACTED], Driver's License No. [REDACTED], DETRAN, MT, domiciled and resident at [REDACTED], without number, BLOCK [REDACTED]

The company is constituted as a limited business company, by the following clauses:

First Clause: The company will adopt the corporate name of FLORESTA TOKEN CONSERVAÇÃO DE FLORESTA NATIVA DO BIOMA AMAZÔNICO SPE LTDA.

Sole Paragraph: RAINFOREST TOKEN shall be the company's trade name.

Second Clause - The business purpose shall be TOKENIZE AMAZON PROJECT AIMING TO CONSERVATION OF NATIVE FORESTS ONLY IN THE AMAZON BIOME IN THE AMAZON FOREST, MODERNIZATION OF MEANS TO COMBAT THE EFFECTS OF GAS EMISSION OF GREENHOUSE EFFECT, DIGITALIZATION AND CREATION OF APPLICATIONS AND COMPUTER PROGRAMS WITH THE PURPOSE TO PROTECT ENVIRONMENT AND MARKETING OF CARBON CREDITS ARISING FROM REDD+ PROJECTS.

Third Clause - The company headquarters shall be at RUA DAS MANJERONAS, 364 district of JARDIM MARINGA, municipality of SINOP - MT, Zip Code 78556-210.

Fourth Clause - The company shall start its activities as of the registration date and shall finish with the achievement of the business purpose and after the disposal of all of Company's assets.

Fifth Clause - The equity capital is of R\$ 100.000,00 (ONE HUNDRED THOUSAND Reais) divided in 100.000 quotas in the face value of R\$ 1,00 (ONE real), paid in, hereby in Brazilian currency, by the partners:

Name	No. OF QUOTAS	VALUE IN R\$
SANZIO COELHO MACIEL	100.000	100.000,00
TOTAL	100.000	100.000,00

Sixth Clause - The quotas are indivisible and cannot be assigned or transferred to third parties without the consent of the other partners, to whom is assured, in equal conditions and price right of preference for their acquisition if put up for sale, formalizing, if the assignment is made, the relevant contractual amendment.



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Seventh Clause - The responsibility of each member is restricted to the value of their quotas, but all are jointly and severally liable for the payment of the equity capital.

Eighth Clause - The company's management shall be the administrator/member SANZIO COELHO MACIEL, with the powers and attributions of active and passive representation of the company, judicial and extrajudicial, being able to practice all acts included in the business purpose, always in the company's interest, authorized to use the corporate name, being forbidden, however, to do so in activities alien to the corporate interest or to assume obligations in favor of any of the quota holders or third parties, as well as to encumber or sell the company's real estate assets, without the authorization of the other partners.

Ninth Clause - At the end of each fiscal year, on December 31, the administrator will render justified accounts of his administration, preparing the inventory, the balance sheet, and the economic result balance sheet, and the partners will be responsible for the ascertained profits or losses in proportion to their quotas.

Tenth Clause - Within four months after the end of the fiscal year, the partners will deliberate on the accounts and appoint administrators whenever necessary.

Eleventh Clause - The signatories of the present act declare that the movement of the company's annual gross revenue will not exceed the limit established in item I of article 3 of Complementary Law No. 123 of December 14, 2006, and that they do not fall under any of the exclusion hypotheses in paragraph 4 of article 3 of the aforementioned law.

Twelfth Clause - The company may at any time, open or close a branch or other office, by means of a contractual alteration deliberated in the form of the law.

Thirteenth Clause - The partners may, by mutual agreement, establish a monthly withdrawal, as "pro labore" (monthly salary payment), observing the pertinent regulatory provisions.

Fourteenth Clause - If any partner dies or is interdicted, the company shall continue its activities with the heirs, successors and the incapacitated partner. If this is not possible or if these or the remaining partners have no interest, the value of their assets will be calculated and liquidated based on the equity situation of the company, on the date of the resolution, verified in a specially prepared balance sheet

Sole paragraph - The same procedure will be adopted in other cases in which the company resolves itself in relation to its partner.

Fifteenth Clause - The Administrators declare, under penalty of law, that they are not prevented from exercising the company's management, by federal law, or by virtue of criminal conviction, or for being under the effects thereof, to a penalty that prohibits, even temporarily,



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access to public office, or by a crime of bankruptcy, prevarication, bribery, graft, embezzlement, or against the popular economy, against the national financial system, against rules to protect competition, against consumer relations, public faith, or property.

Sixteenth Clause - The company FLORESTA TOKEN CONSERVAÇÃO DE FLORESTA NATIVA DO BIOMA AMAZÔNICO SPE LTDA., headquartered at Rua das Manjeronas 364, District Jardim Maringá, in the city of Sinop/MT, Zip Code 78556-210, Brazil, requests Your Honor to file this instrument and declares, under the penalties of the Law, that it fits into the condition of MICRO COMPANY, according to Complementary Law No. 123, of 12.14.2006, and that it fits into any of the hypotheses of exclusion listed in paragraph 4 of article 3 of the aforementioned law.

Seventeenth Clause - It is hereby elected the jurisdiction of SINOP - MT for the exercise and fulfillment of the rights and obligations resulting from this agreement.

And for being in full and fair agreement, they sign this instrument.

SINOP - MT, May 6, 2021.

IN WITNESS WHEREOF, I SET MY HAND AND SEAL THIS TENTH DAY OF MAY OF TWO THOUSAND AND TWENTY-ONE, IN THE CITY OF SÃO PAULO, STATE OF SÃO PAULO, FEDERATIVE REPUBLIC OF BRAZIL.-----

Translator's Fee: R\$450,00

Date: 10.05.2021

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Elias Guttman
Certified Public Translator
Commercial Registry Jucesp No. 850