BLACKBIRD SECURITIES LLC

Market Making & Holding Company · The Stock Exchange (TSE)

CERTIFICATE OF FORMATION

Limited Liability Company

Commonwealth of Redmont · Registered under the Legal Entity Act

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Know all persons by these presents that the undersigned, being of lawful capacity and acting as incorporator, does hereby form a Limited Liability Company pursuant to the Legal Entity Act of the Commonwealth of Redmont, and does hereby certify as follows:

Article 1 — Registered Name

The registered name of this Limited Liability Company is Blackbird Securities LLC.

Article 2 — In-Game Company

The name of the in-game company registered in the business plugin is BlackbirdSecurities.

Article 3 — Incorporator

This Limited Liability Company is incorporated by: Stoppers.

Article 4 — Nature of Business

The purpose of Blackbird Securities LLC is to engage in any lawful act or activity for which a Limited Liability Company may be organized under the Laws of the Commonwealth of Redmont. The primary business activities of this entity shall include market making operations on The Stock Exchange (TSE) and holding company activities, including but not limited to the acquisition, management, and disposition of securities and other assets.

Article 5 — Members

The initial and sole member of Blackbird Securities LLC, holding one hundred percent (100%) of the membership interest, is: Stoppers.

Article 6 — Management

Blackbird Securities LLC shall be managed by its sole member, Stoppers, who shall serve as Manager and Chief Executive Officer (CEO) with full authority over the management and affairs of the Company.

Article 7 — Capital Contributions

The initial capital contribution of the sole member, Stoppers, shall be such amount as determined by the Member at the time of formation. No minimum initial capital contribution is required. Additional capital contributions may be made at the discretion of the Member as needed to fund the operations of the Company.

In the event that the Company requires additional capital, the Member may, but shall not be obligated to, make additional capital contributions. Failure to make additional capital contributions shall not result in any penalty or forfeiture of membership interest, as the Company is a single-member LLC and all funding decisions rest solely with the Member.

Article 8 — Profit and Loss Distribution

All profits and losses of Blackbird Securities LLC shall be allocated one hundred percent (100%) to the sole member, **Stoppers**. Distributions of profits shall be made at such times and in such amounts as the Member determines in their sole discretion. No distribution shall be made that would render the Company unable to pay its debts as they become due in the ordinary course of business.

Article 9 — Transfer of Membership

9.1 — Addition of New Members. New members may be admitted to Blackbird Securities LLC only upon the unanimous written consent of all existing members. Any person or entity seeking admission as a member must execute a joinder agreement to this Certificate of Formation and such admission shall be documented in the Company's records.

9.2 — Removal of Members. A member may be removed from the Company by a unanimous vote of all other members where: (a) the member has been inactive for a period exceeding thirty (30) consecutive days without notice; (b) the member has materially breached this Certificate of Formation or any operating agreement; or (c) the member has been found in violation of applicable law in connection with Company activities.

9.3 — Transfer of Membership Interest. A member may transfer their membership interest to another person or entity only with the prior written consent of all remaining members. Any purported transfer without such consent shall be void and of no effect. Upon an approved transfer, the transferee shall execute a joinder agreement and shall assume all rights and obligations of the transferring member with respect to the transferred interest.

Article 10 — Dispute Resolution

10.1 — Good Faith Negotiation. In the event of any dispute, claim, or controversy arising out of or related to this Certificate of Formation or the affairs of Blackbird Securities LLC, the parties involved shall first attempt to resolve the matter through good faith negotiation for a period of not less than seven (7) days following written notice of the dispute.

10.2 — Mediation. If the dispute cannot be resolved through negotiation, the parties shall submit the matter to mediation administered in accordance with the laws and customs of the Commonwealth of Redmont. The costs of mediation shall be borne equally by the disputing parties unless otherwise agreed.

10.3 — Final Resolution. Should mediation fail, any unresolved disputes shall be submitted to the appropriate judicial authority within the Commonwealth of Redmont for final resolution. The decision of that authority shall be binding on all members.

10.4 — Continuity of Operations. Pending the resolution of any dispute, the Company shall continue to operate in the ordinary course of business unless otherwise ordered by a competent authority.

Article 11 — Liability

The debts, obligations, and liabilities of Blackbird Securities LLC, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company. No member, manager, officer, employee, or other agent of the Company shall be obligated personally for any such debt, obligation, or liability solely by reason of being such a member, manager, officer, employee, or agent.

Article 12 — Amendments

This Certificate of Formation may be amended from time to time as follows:

12.1 — Proposal. Any member holding voting power may propose an amendment by submitting the proposed amendment in writing to all members.

12.2 — Approval. Amendments to this Certificate of Formation shall require the affirmative vote of members holding at least fifty percent (50%) of the total voting power of the Company. As Blackbird Securities LLC currently has a sole member holding 100% of the voting power, all amendments require the approval of that member.

12.3 — Filing. Any approved amendment shall be filed with the Department of Commerce in accordance with applicable law and shall become effective upon such filing.

12.4 — Records. All amendments shall be maintained in the Company's records and the Company docket shall be updated accordingly.

Article 13 — Bylaws

Blackbird Securities LLC may adopt, amend, or repeal bylaws governing the internal affairs of the Company to the extent not inconsistent with this Certificate of Formation or the **Legal Entity Act**. The following matters are hereby delegated to the Bylaws, as authorized by Part III, Section 5 of the Legal Entity Act:

(a) Procedures for conducting meetings of members and managers;

(b) Rules governing the day-to-day operations of the Company's market making and holding activities;

(c) Policies regarding conflicts of interest and related-party transactions;

(d) Record-keeping requirements and procedures for maintaining the Company's books and records;

(e) Such other matters as the Member may determine appropriate to regulate by bylaw.

In the event of any conflict between the Bylaws and this Certificate of Formation, the Certificate of Formation shall control. Bylaws may be adopted, amended, or repealed by the Member with the same voting threshold required for amendments to this Certificate of Formation.

Article 14 — Existence

Blackbird Securities LLC shall have perpetual existence unless dissolved in accordance with the provisions of the Legal Entity Act of the Commonwealth of Redmont.

Article 15 — Dissolution

The dissolution of Blackbird Securities LLC shall be governed by the default provisions of the **Legal Entity Act**, unless otherwise determined by the Member. In accordance therewith:

(a) The dissolution process shall be initiated by the adoption of a dissolution resolution by the Member, which shall be posted in the Company docket;

(b) Dissolution must be approved by the Member by simple majority vote (or, in the case of a sole member, by the sole member's written consent);

(c) Following approval of a dissolution resolution, the Company shall wind down its affairs, including ending all contracts, paying off all creditors and debts, finishing all lawsuits, and liquidating or distributing all assets in accordance with the dissolution resolution;

(d) The Company shall file a Certificate of Dissolution in the Company docket upon completion of winding up.

Article 16 — Execution

In witness whereof, the undersigned incorporator has executed this Certificate of Formation as of the date set forth below, and certifies that the facts stated herein are true.

Signature

Name: Stoppers

Title: Incorporator & Sole Member

Date: 5th April 2026

Signature: ___Stoppers_____

This document is submitted to the Department of Commerce for registration in accordance with the Legal Entity Act.