COMMONWEALTH OF REDMONT

DEPARTMENT OF COMMERCE

LIMITED LIABILITY COMPANY

CERTIFICATE OF FORMATION

ROCKEFELLER COMPANY, LLC

This Certificate of Formation is filed to form Rockefeller Company, LLC as a limited liability company under the laws of the Commonwealth of Redmont and is intended to align with the Operating Agreement of Rockefeller Company, LLC effective March 10, 2026, as amended from time to time.

1. Name of the LLC.

The name of the limited liability company is "Rockefeller Company, LLC."

2. Formator.

The formator filing this Certificate of Formation is vxMac.

3. Nature of the business or purposes to be conducted or promoted.

The purpose of the Company is to engage in real estate investing, real estate development, construction, demolition, asset management, and any lawful act or activity for which a limited liability company may be organized under the laws of the Commonwealth of Redmont, together with any activities incidental or necessary to those purposes.

4. Member-based status.

The Company is a member-based limited liability company.

5. Ownership and management.

The Company is member-managed. As of the date of this Certificate of Formation, the sole member is vxMac, holding one hundred percent (100%) of the membership interests and one hundred percent (100%) of the voting power.

Except as otherwise provided in a written delegation, written resolution, or governing document of the Company, management authority resides in the member. No person may bind the Company without written authority granted under the Company’s governing records.

6. Operating Agreement.

The Company adopts the Operating Agreement of Rockefeller Company, LLC effective March 10, 2026 as its operating agreement. The Operating Agreement governs the internal affairs of the Company except to the extent a matter is required by law or this Certificate of Formation to be stated here.

7. Capital contributions.

As of formation, the sole member is vxMac. Any transfer of value to the Company by the member shall be classified in the Company records as a capital contribution, reimbursable company expense advance, member loan, or ordinary operating transfer, in accordance with the Operating Agreement.

No additional capital contribution shall be required unless imposed by a written governing instrument or written member approval. If a future required contribution is established by such instrument, that instrument

shall state the amount, deadline, and consequences for failure to contribute, which may include dilution if expressly approved, suspension or limitation of distribution rights if lawfully permitted, buyout treatment, or other stated consequences.

8. Profit and loss distribution.

Until otherwise provided in a later written governing document, all profits, losses, gains, deductions, and distributions of Rockefeller Company, LLC shall be allocated one hundred percent (100%) to vxMac as the sole member.

No distribution shall be made except in accordance with the Operating Agreement, including any reserve requirements for known debts, liabilities, unfinished projects, litigation exposure, and expected operating needs.

9. Transfer of membership.

No new member may be admitted except by a written instrument approved in the manner required by the Company's governing documents. Before any second member is admitted, the Company shall adopt a written multi-member operating agreement or governance supplement addressing voting, economics, capital contributions, distributions, deadlock, transfers, buyouts, valuation, dispute resolution, succession, and manager authority.

No membership interest may be sold, assigned, pledged, encumbered, transferred, or otherwise disposed of except as expressly permitted by the Operating Agreement or other then-operative governing documents.

Any removal, divestiture, resignation, buyout, or recognized transfer of membership must be documented in writing and reflected in the member register and any required filing or docket updates. For so long as the Company remains single-member, inactivity or incapacity of the sole member does not itself transfer ownership, but continuity or emergency authority may be handled through written continuity, custodianship, backup-designee, succession, or similar records consistent with the Operating Agreement.

10. Dispute resolution.

Disputes involving the Company's internal governance or member rights shall be handled according to the Company's governing documents. To the extent applicable, the Company's dispute procedures may require written notice of dispute, preservation of written records, use of designated notice channels, and an opportunity to cure where cure is reasonably possible before escalation on covered disputes.

11. Amendments to this Certificate of Formation.

This Certificate of Formation may be amended only by a written amendment approved by members holding at least fifty percent (50%) of the voting power, or any higher threshold required by a later governing document or applicable law.

For so long as the Company has a single member, this requirement is satisfied only by the written approval of vxMac as holder of one hundred percent (100%) of the voting power.

Any amendment shall identify the effective date, the sections amended, and any related changes required to the Operating Agreement, member register, company docket, or incorporated entity summary.

12. Bylaws and subordinate governance documents.

The Company may adopt bylaws, policy packs, resolutions, schedules, delegation certificates, or other internal governance documents to regulate Company procedure and administration. Any such document is subordinate to this Certificate of Formation and the Operating Agreement and is effective only to the extent it does not conflict with either.

Unless otherwise expressly stated in a written governing instrument, internal policy packs, templates, and resolutions operate as Company control documents and not as independent ownership instruments.

13. Dissolution.

The Company shall have perpetual duration unless dissolved in accordance with applicable law, this Certificate of Formation, or the Operating Agreement. On dissolution, the Company shall wind up its affairs, preserve and collect Company property, revoke or narrow delegated authority as appropriate, satisfy or reserve for known claims and obligations, prepare a final accounting, and distribute any remaining assets according to ownership rights after obligations and reserves are satisfied.

14. Principal place of business.

The principal place of business of the Company shall be within the Commonwealth of Redmont in-game, currently recorded internally as S080, subject to any later company filing or record update.