Certificate of Formation

The Stock Exchange LLC

Article I. Name
The name of the limited liability company is The Stock Exchange LLC (the “Company”).

Article II. Formator
The Formator of the Company is Muggy21.

Article III. Purpose
The purpose of the Company is to engage in any lawful act or activity for which Limited Liability Companies may be organized under the Laws of the Commonwealth of Redmont.

Article IV. Structure
1. The Company shall be an Interest-Based Limited Liability Company.
2. Interests in the Company shall be relative interests, expressed as a percentage of the whole.
3. Unless otherwise amended, one hundred percent (100%) of the interests shall be held by the Formator.

Article V. Management
The Company shall be Manager-Managed. The powers, duties, appointment, and removal of the Manager shall be governed by the Operating Agreement.

Article VI. Operating Agreement
The Company shall be governed by an Operating Agreement executed by the Members. In the event of a conflict between the Operating Agreement and this Certificate of Formation, this Certificate of Formation shall prevail unless authority is expressly delegated otherwise.

Article VII. Profit and Loss Distribution
Unless otherwise provided in the Operating Agreement, profits and losses of the Company shall be allocated among Members in proportion to their respective relative interests in the Company.

Article VIII. Amendments
This Certificate of Formation may be amended only upon approval by at least a majority of the voting power of the Members. All amendments shall be posted in the Company Docket to take effect.

Article IX. Bylaws
Bylaws may be adopted pursuant to authority delegated by the Operating Agreement. In the event of conflict, this Certificate of Formation shall prevail unless expressly delegated otherwise.

Article X. Dissolution

Company shall be dissolved upon the decision of the members by approval of at least a majority of the voting power, in accordance with the Operating Agreement and applicable law.

Article XI. Initial Interests and Capital Contributions

Initial Distribution of Interests.
Upon formation, one hundred percent (100%) of the relative interests of the Company are issued to the Formator.

Capital Contributions.
No initial capital contribution is required from any Member unless otherwise provided in the Operating Agreement or approved by amendment pursuant to this Certificate.

Article XII. Transfer of Interests

Restrictions on Transfer.
Unless otherwise provided in the Operating Agreement, no Member may transfer, assign, pledge, or otherwise dispose of any interest in the Company without the approval of at least a majority of the voting power of the Members.

Effectiveness.
Any transfer of interests shall have no force or effect unless and until such transfer is approved in accordance with this Article and recorded in the Company Docket.

Article XIII. Dispute Resolution

Internal Resolution.
Members shall first attempt in good faith to resolve any dispute arising out of or relating to the Company, this Certificate of Formation, or the Operating Agreement through internal discussion.

Judicial Resolution.
If such dispute cannot be resolved internally within a reasonable time, any Member may seek resolution before a court of competent jurisdiction within the Commonwealth of Redmont, unless an alternative dispute resolution mechanism is expressly provided in the Operating Agreement.