I. LLC Details

Registered Name: TuffBrokerage LLC
Formation Instrument: This Certificate of Formation & Operating Agreement
Date of Filing: January 16, 2026
Jurisdiction: Commonwealth of Redmont
Formator: Bloatmaxxer

TuffBrokerage LLC is an interest-based limited liability company with absolute units of interest.

II. Nature of Business

TuffBrokerage LLC is established to engage in any lawful act or activity for which corporations or LLCs may be organized under the Laws of Redmont, subject to any limitations contained in this Certificate of Formation or the Operating Agreement.

III. Members and Interests

This LLC is interest-based within the meaning of the Legal Entity Act.

- Total authorized interests: 1,000 units
- Unit type: Absolute (each unit is a discrete interest rather than a percentage by definition of the Act).

Initial Member and Interests

- Member: Bloatmaxxer
- Interests held: 1,000 units (100% of the outstanding interests)
- Status: Sole member of TuffBrokerage LLC

A member register will be maintained in the Company Docket Incorporated Entity Summary and updated in the Company Docket upon any change in membership or interest holdings, as required by the Legal Entity Act.

IV. Management and Officers

Managers

- Manager: Bloatmaxxer
- Authority: The business and affairs of TuffBrokerage LLC shall be managed by or under the direction of the Manager, consistent with section 8 (LLC) of the Legal Entity Act.

The Manager is designated by majority vote of members by default; while there is a single member, that member may appoint or remove the Manager by unilateral decision, unless amended in this Operating Agreement.

Officers (Internal Roles)

TuffBrokerage LLC may appoint officers for internal role clarity. Initially:

- Chief Executive Officer: Bloatmaxxer
- Treasurer: Bloatmaxxer
- Secretary: Bloatmaxxer

Officers serve at the pleasure of the Manager unless this Operating Agreement is amended to state otherwise.

V. Voting and Quorum

1. Voting Power: Voting power is measured by interests held unless explicitly stated otherwise in an amendment to this Operating Agreement.
2. Quorum: On any vote of members, a quorum shall consist of at least 50% of the voting power, with abstentions counted as a vote, in accordance with the Legal Entity Act for LLCs.
3. Standard for Approval: Unless otherwise specified, decisions requiring member approval shall be decided by a majority of the voting power present at a meeting or participating in the vote.

VI. Operating Agreement (Core Provisions)

This section constitutes the LLC Operating Agreement required to be included in the Certificate of Formation.

1. Management and Powers

- The Manager is authorized to:
    - Operate the business, enter into contracts, and undertake any act necessary or convenient to the business purpose of the LLC, consistent with section 4 and the LLC provisions of the Legal Entity Act.
    - Acquire, hold, and dispose of property; borrow and lend; and otherwise exercise all powers granted to legal entities under the Act.
- The Manager owes a fiduciary duty of care and loyalty to the LLC as defined in the Legal Entity Act (acting in good faith, on an informed basis, in the best interests of the LLC, and placing LLC interests before personal interests, subject to the business judgment rule).

2. Admission, Transfer, and Removal of Members

- Admission of new members:
    - By default, new members must be approved by a unanimous vote of existing members, consistent with the default rule for member-based LLCs and adapted here for an interest-based LLC unless amended.
- Transfer of interests:
    - By default, an interest may only be transferred if at least a majority of the voting power agrees, as provided for interest-based LLCs.
- Updates to the interest register must be posted in the Company Docket to take effect.

3. Profit and Loss Distribution

Unless otherwise amended:

- Profits and losses shall be allocated among members in proportion to their interests in the LLC, as provided by the default rule for interest-based LLCs.
- Distributions, if any, shall follow the same proportion unless otherwise resolved by a majority vote of members and recorded in the Company Docket.

4. Member Information Rights

Each member has the right to obtain, upon reasonable demand and for a purpose reasonably related to their interest as a member:

- True and full information regarding the status of the business and financial condition of the LLC.
- True and full information regarding contributions made or agreed to be made by each member.

- Other information regarding the affairs of the LLC as is just and reasonable.

The Manager may withhold information that reasonably constitutes trade secrets or where disclosure is not in the best interest of the LLC or would breach legal or third-party confidentiality obligations, consistent with the Act.

5. Liability

- Members and Managers shall not be personally liable for the debts or obligations of TuffBrokerage LLC, except to the extent otherwise expressly agreed to or defined in a future amendment to this Operating Agreement.
- There is a covenant of fair dealing on Managers and Members, and Manager fiduciary duties are as stated in the Legal Entity Act.

This replaces the corporate-style “stockholder liability” clauses with LLC-specific liability protections.

6. Amendments to Operating Agreement

- Amendments to this Operating Agreement shall require at least a majority of voting power of members to pass, unless a higher threshold is later provided in an amendment.
- All amendments must be posted in the Company Docket to take effect, and the Incorporated Entity Summary must be updated accordingly.

VII. Dissolution and Winding Up

Unless otherwise defined by a future amendment consistent with the Legal Entity Act’s LLC provisions:

1. A Manager may adopt a resolution advising dissolution of the LLC.
2. The resolution must be posted in the Company Docket, and members must be notified.
3. Members must approve the dissolution by at least a majority of voting power.
4. Upon approval:
    - A dissolution resolution is executed, including:
        - Ending contracts
        - Paying creditors
        - Completing lawsuits
        - Liquidating assets

        - Distributing remaining cash according to the resolution, by default pro rata to members based on their interests.
    - A Certificate of Dissolution is filed in the Company Docket and the Department of Commerce notified, and the Secretary of DOC signs to terminate the LLC's existence at the time of signature.

VIII. Receivership and Legal Binding

- TuffBrokerage LLC may be placed in receivership under conditions and processes defined by law, with a trustee having powers set out for LLCs in the Legal Entity Act (including suspending transfers and voting rights).
- Contractual counterparties may presume that a Manager who signs on behalf of TuffBrokerage LLC has authority to bind the LLC; the LLC is bound unless the counterparty clearly knew the Manager lacked authority, in which case the Manager may be personally liable for resulting damages.

IX. Effective Date and Company Docket

Upon verification and filing by the Department of Commerce of the Commonwealth of Redmont:

- A Company Docket shall be opened in the Company Register for TuffBrokerage LLC.
- TuffBrokerage LLC shall commence its existence from the point the Secretary of the DOC or delegate signs this Certificate of Formation in the Company Docket, in accordance with the Legal Entity Act.

X. Initial Capital Contributions

- Initial contribution of member
  The Initial Member, Bloatmaxxer, hereby contributes to TuffBrokerage LLC the capital specified in the Company Docket for TuffBrokerage LLC (including any cash, items, or other assets recorded there) in exchange for the issuance of 1,000 absolute units of interest. The value and nature of such contribution shall be recorded and updated in the Company Docket in accordance with the Legal Entity Act.

- Additional capital
  Additional capital contributions by any member, if any, shall be made on such terms as are approved by at least a majority of the voting power of members and recorded in the Company Docket, consistent with the Legal Entity Act.

XI. Bylaws

- Authority to adopt bylaws
  The LLC may adopt written bylaws to regulate its internal procedures (including meeting procedures, internal officer roles, and record-keeping), provided such bylaws are consistent with this Certificate of Formation & Operating Agreement and the Legal Entity Act.
- Hierarchy and conflicts
  In the event of any conflict between the bylaws and this Certificate of Formation & Operating Agreement, this Certificate of Formation & Operating Agreement shall prevail, in accordance with the Legal Entity Act.
- Adoption and amendment
  Unless otherwise provided in an amendment to this Certificate of Formation & Operating Agreement, bylaws may be adopted, amended, or repealed by at least a majority of the voting power of members, and any such bylaws or amendments shall only take effect once posted in the Company Docket.

XII. Dispute Resolution

- Internal disputes
  Any dispute arising between members, or between a member and the Manager, relating to the interpretation or application of this Certificate of Formation & Operating Agreement or any bylaws shall first be addressed through good-faith negotiation among the parties.
- Escalation
  If the dispute cannot be resolved informally within a reasonable time, any party may seek resolution through the courts or tribunals of the Commonwealth of

Redmont as provided by law. Nothing in this section limits any statutory rights, regulatory enforcement, or receivership powers under the Legal Entity Act.

XIII. Signature

In Witness Whereof, the undersigned executes this Certificate of Formation & Operating Agreement for TuffBrokerage LLC pursuant to the Legal Entity Act.

Signature: B.M.
Print Name: Bloatmaxxer
Title: Formator and Initial Member
Date: 24/1/2026