

OPERATING AGREEMENT

OF

GILLEY'S FASTENER SALES AND CONSULTING LLC

THIS OPERATING AGREEMENT, dated as of March 29, 2019 ("**Agreement**"), is made by ROBERT GILLEY ("**Member**") as follows:

1. **Formation; Name; Purpose.** GILLEY'S FASTENER SALES AND CONSULTING LLC ("**Company**"), has been formed pursuant to the provisions of the Michigan Limited Liability Company Act (as amended from time to time, "**Act**") by the signing and filing of the Company's Articles of Organization (as amended from time to time, "**Articles**") with the Director of the Michigan Department of Licensing and Regulatory Affairs ("**Department**"). The name and purpose of the Company shall be as stated in the Articles.

2. **Offices.** The principal office and any additional office of the Company shall be at any place or places inside or outside of Michigan as the Member may designate from time to time. The initial registered office of the Company and the Company's resident agent are as stated in the Articles, and may be changed pursuant to the Act.

3. **Member.** The Company was formed as a limited liability company with one member. The address of the Member is set forth on the last page of this Agreement.

1. **Management of Company.** The Member shall appoint (and may remove at any time for any or no reason) one or more managers ("**Managers**") to manage the business of the Company, and the Managers shall have all powers necessary or advisable to carry out the business of the Company. The Managers may appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Managers may delegate to any person (who may be designated an officer of the Company) any authority to act on behalf of the Company as the Managers may from time to time deem appropriate. The Member hereby appoints Robert Gilley as the initial Manager of the Company, and the Member signing this Agreement shall constitute such vote as is required by the Act to select such initial Manager.

4. **Capital Contributions; Accounting.**

(a) In exchange for the Member's interest, the Member has made contributions to the capital of the Company as reflected on the Company's books. The Member shall have no obligation to make any further capital contributions to the Company. Any additional capital contributions must be so designated in writing by the Member and the Company. Any funds contributed to or advances made on behalf of the Company by the Member that are not designated as capital contributions shall be loans payable by the Company to the Member on demand together with interest at the prime rate from the date of the contribution or advance until repaid in full. The Member shall not be paid interest on any capital contribution.

(b) The operations of the Company shall be treated for federal tax purposes as the operations of the Member.

(c) The fiscal year of the Company shall be the fiscal year of the Member. The books and records of the Company shall be maintained in accordance with good accounting practices.

(d) Real and personal property owned by the Company shall be held and conveyed in the Company's name. Funds of the Company shall be deposited in the name of the Company with the financial institutions and in the accounts determined by the Member or Managers, subject to authorized signatures that the Member or Managers may determine.

5. **Assignments of Interest in the Company.** The Member may sell, assign, pledge, or otherwise transfer or encumber (collectively, "**transfer**") all, but not less than all, of the Member's interest in the Company. The Member may transfer a portion of the Member's interest in the Company, but only if all of the resulting members enter into a multiple member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters customarily addressed in a multiple member limited liability company operating agreement. Any transfer of a portion of the Member's interest without entering into a multiple member operating agreement shall be void.

6. **Withdrawal and Dissolution.**

(e) The Member shall have the right to withdraw from the Company upon any terms and conditions agreed to between the Member and the Company. The Member may evidence withdrawal from the Company only by filing a certificate of dissolution with the Department.

(a) The Company shall be dissolved and the Company's affairs wound up upon the first of the following to occur:

- (i) Automatically, at the time, if any, specified in the Articles;
- (ii) Upon the happening of an event specified in the Articles or this Agreement;
- (iii) By the withdrawal of the Member in accordance with the terms and conditions agreed to by the Member and the Company; or
- (iv) Automatically, upon the entry of a decree of judicial dissolution.

Upon the dissolution and commencement of winding up of the Company under subparagraphs (ii) or (iii) above, a certificate of dissolution shall be signed as provided in the Act and filed with the Department by the Member.

(f) Upon the winding up of the Company, the assets shall be distributed as provided in the Act.

7. **Additional Members.** The Company may admit one or more additional members upon any terms and conditions, and for any capital contributions, as may be determined by the Company and the Member. No additional members may be admitted unless all of the resulting members enter into a multiple member operating agreement as required by this Agreement. Any admission of an additional member without these actions shall be void.

8. **Distributions.** Distributions of cash or other assets of the Company shall be made at any times and in any amounts as the Member may determine; *provided, however*, that a distribution shall not be made if the Company would not be able to pay the Company's debts as they become due in the usual course of business, or the Company's total assets would be less than the sum of the Company's total liabilities, except as permitted by the Act.

9. **Limitation on Liability.** Neither the Member nor any of the Managers are liable for the acts, debts, or obligations of the Company.

10. **Indemnification.** The monetary liability of the Member and Managers for breach of any duty established under Section 404 of the Act is limited to the fullest extent permitted by the Act. The Company shall indemnify and hold harmless the Member and each Manager from and against any and all losses, expenses, claims, and demands sustained by reason of any acts or omissions or alleged acts or omissions of the Member or Managers, including judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which the Member or any Manager is a party or threatened to be made a party because the person or entity is or was a member or manager to the fullest extent permitted by law or contract and not subject to any restriction by this Agreement.

11. **Amendment.** This Agreement may be amended only in writing signed by the Member specifically stating that this Agreement is amended.

The Member has signed this Operating Agreement as of the date stated at the beginning of this document.


Robert Gilley, Manager

"Member"

Member's Address:
14900 Lyons
Livonia, Michigan 48154

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

June 6, 2025Robert GilleyRobert Gilley