OPERATING AGREEMENT
OF
RJS REAL ESTATE SERVICES, LLC

This Operating Agreement (this "**Agreement**") of RJS Real Estate Services, LLC, a Delaware limited liability company (f/k/a RJS Real Estate Services, Inc., an Illinois corporation) (the "**Company**"), is effective as of December 12, 2025, between the Company and the Richard Sciortino Trust, dated March 14, 1989, as the sole member of the Company (the "**Member**").

WHEREAS, the Company was originally formed as an Illinois corporation pursuant to the Illinois Business Corporation Act, as amended, through the filing of Articles of Incorporation with the Office of the Illinois Secretary of State on February 3, 1994.

WHEREAS, on or about September 2, 2025, the Company filed a (i) Statement of Domestication with the Office of the Illinois Secretary of State and (ii) Certificate of Conversion and Certificate of Incorporation with the Delaware Division of Corporations, which converted the Company from an Illinois corporation into a Delaware corporation.

WHEREAS, on December 12, 2025, the Company filed a Certificate of Conversion and Certificate of Formation (together, the "**Certificates**") with the Delaware Division of Corporations, which converted the Company from a Delaware corporation into a Delaware limited liability company.

WHEREAS, the Company and the Member desire to enter into this Agreement to, among other things, document the rights and other terms of ownership of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Organizational Matters**.

(a) Formation. Consistent with the foregoing recitals, the Company has been converted into a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act (as amended, the "**Act**") and the terms of this Agreement. The Certificates were filed with the Delaware Division of Corporations on December 12, 2025, by the Member or its authorized representative. The Member shall be the sole "member" of the Company within the meaning of the Act and, except as expressly provided herein to the contrary, the rights and obligations of the Member shall be as provided in the Act. The Member shall execute such certificates or documents and do such filings, recordings and all other acts as may be required in order to comply with all applicable laws.

(b) Name. The business of the Company shall be conducted under the name "RJS Real Estate Services, LLC".

(c) Operating Agreement. This Agreement constitutes the operating agreement (or "limited liability company agreement") of the Company within the meaning of the Act.

(d) Certificates of Ownership. No certificates or other evidence of ownership shall be issued in respect of the limited liability company membership interests in the Company except this Agreement.

2. **Purposes**. The purpose of the Company shall be to transact in any and all lawful business for which limited liability companies may be organized under the Act. The Company shall have the power to do all acts and things necessary or incidental in connection with the foregoing.

3. **Principal Place of Business; Registered Agent and Registered Office**.

(a) Place of Business. The principal place of business of the Company shall be located at such place as the Manager (as defined herein) may determine from time to time.

(b) Registered Agent and Office. The registered agent and registered office of the Company in Delaware shall be the person and/or location designated in the Certificates. The Manager may designate, from time to time, a registered agent and registered office in any other jurisdiction in which the Company may register or qualify to do business.

4. **Term and Fiscal Year**.

(a) Term. The term of the Company commenced as of the date of filing of the Certificates with the Delaware Division of Corporations and shall continue until terminated in accordance with the terms of this Agreement or as otherwise provided by law.

(b) Fiscal Year. The fiscal year of the Company shall be the calendar year.

5. **Capital**.

(a) Sole Member. The Member is the sole member of the Company and owns all of the limited liability company membership interests in the Company and shall be shown as such on the books and records of the Company.

(b) Capital Contributions. The contributed capital is reflected on the books and records of the Company. The Member shall not be required to make additional capital contributions.

(c) Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the Manager shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or manager of the Company.

(d) Loans. If the Company's revenues and funds (including the capital to be contributed under this Agreement) are not sufficient to satisfy the obligations and liabilities of the Company, the Manager may arrange for the Company to borrow such required funds from an outside source on such terms and conditions as the Manager deems advisable, provided that the Manager shall not be required to make or guaranty any such loan to the Company.

6. **Allocation of Profits and Losses**. Profits and losses, and all items of income, expense, gain, loss, deduction and credit entering into the determination of profits and losses, shall be allocated to the Member.

7. **Distributions**. Cash available for distribution to the Member (or any distributions of property other than cash) shall be distributed to the Member in such amounts and at such intervals as the Manager shall determine.

8. **Management**.

(a) Manager-Managed. The Company shall be managed by the Manager, who shall initially be Richard J. Sciortino. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities which the Manager deems necessary, useful or appropriate for the management and conduct of the Company's business and affairs, including the execution and delivery of any and all instruments, certificates, documents, and agreements in connection with the Company's business. The Member shall have the sole power and authority to, in its sole discretion, appoint any subsequent Manager(s).

(b) Delegation of Management to Officers. The Manager may delegate management authority of the Company to officers of the Company appointed by the Manager (the "**Officers**"). Each Officer shall hold office until his successor shall have been duly appointed and shall have been qualified in accordance with the terms of this Agreement or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. An Officer serves at the pleasure of the Manager, who may remove an Officer at any time with or without cause and who may eliminate any Officer position at any time. The removal of an Officer is without prejudice to the contractual rights of the Officer, if any. Any Officer may resign at any time and for any reason. In the event of a vacancy in any office because of death, resignation or removal, the Manager may appoint a successor to such office.

(c) Informal Action by the Manager. Any action required to be taken at a meeting, or any other action which may be taken at a meeting, may be taken without a meeting if the Manager so chooses to take such action without a meeting.

(d) Tax Classification. It is the intent of the Manager that the Company be treated as a “disregarded entity” for federal income tax purposes.

9. **Officers**. The Manager may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company and assign titles (including President, Vice President, Secretary, Treasurer, or any other title determined by the Manager) to any Officer. Any number of offices may be held by the same person.

(a) Term of Office. The Officers of the Company shall hold office until their successors are appointed, or until they die, resign or are removed. Each Officer shall perform such duties as may be prescribed by the Manager or specified in this Agreement.

(b) Duties of the President. The President shall be responsible for the administration and operation of the business and affairs of the Company on a day to day basis in accordance with any parameters established by the Manager from time to time. The President shall have the power to sign and deliver all documents on behalf of the Company that are consistent with the authority granted to it by the Manager herein or otherwise.

(c) Duties of the Secretary. The Secretary shall attend all meetings of the Manager and record all the proceedings of the meetings of the Manager in a book to be kept for that purpose. The Secretary shall give or cause to be given notice of all meetings of the Manager and shall perform such other duties as may be prescribed by the Manager from time to time.

(d) Duties of the Treasurer. The Treasurer shall have the custody of the funds and securities of the Company and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the President or the Manager. The Treasurer shall disburse the funds of the Company as may be ordered by the President or the Manager, taking proper vouchers for such disbursements, and shall render to the President and the Manager at regular intervals, or when the President or the Manager so require, an account of all of his or her transactions as Treasurer and of the financial condition of the Company. The Treasurer shall perform, in general, all the duties incident to the office of Treasurer and such other duties as may be prescribed by the President or the Manager from time to time. If required by the Manager, the Treasurer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Manager for the faithful performance of the duties of the office of Treasurer and for the restoration to the Company, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Company.

(e) Other Duties. The duties above shall be subject to, and each Officer shall perform, such duties and powers as the Manager may from time to time prescribe. To the extent not inconsistent with the above duties or such prescribed duties and powers, each Officer shall have duties in accordance with parameters customarily associated with the applicable title of such Officer.

(f) Compensation. An Officer shall receive compensation, if any, for his or her services to the Company in such capacity only as determined by the Manager.

(g) Resignations. Any Officer may resign at any time by giving written notice to the Manager.

(h) Removal. Any Officer may be removed at any time, with or without cause, at any time by the Manager.

(i) Vacancies. Any vacancy occurring in any office of the Company may be filled only by the Manager.

(j) Current Officers. The Officers of the Company as of the date hereof are set forth on Exhibit A hereto. All officers, directors, managers, and members of the Company prior to the effectiveness of this Agreement are hereby removed (except as set forth on Exhibit A).

10. **Contracts, Checks, Deposits and Funds**.

(a) Contracts. The Manager may authorize any agent or agents of the Company, in addition to the applicable Officers, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

(b) Accounts. All funds of the Company shall be deposited in its name in accounts designated by the Manager. The Manager and such person or persons as the Manager may designate shall have the right to draw checks thereon and make, deliver, accept and endorse negotiable instruments in connection with the Company's business.

(c) Books and Records. Accurate books, records and accounts shall be maintained by the Company showing its assets, liabilities, operations, transactions and financial condition. The Company books, records and reports and a copy of the Certificates, and any amendments thereto or restatements thereof, shall be maintained at the principal office of the Company and the Manager (and the designated representatives of the Manager) shall, at all reasonable times and during regular business hours, have the right to inspect and copy same.

11. **Other Activities of the Manager, Member and Other Members (if applicable)**. The Manager, any member of the Company or the Member, and any affiliate thereof, may engage in or possess an interest in other profit-seeking or business ventures of any kind, nature or description, independently or with others, whether or not such ventures are competitive with the Company, and the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to the Manager or any such member or Member. No member of the Company, the Member, or the Manager who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty to communicate or offer such opportunity to the Company, and such member, Member, or the Manager shall not be liable to the Company or to any member of the Company for breach of any fiduciary or other duty by reason of the fact that such member, Member, or the Manager pursues or acquires for, or directs such opportunity to another person or does not communicate such opportunity or information to the Company. Neither the Company nor any member of the Company shall have any rights or obligations by virtue of this Agreement or the relationship created hereby in or to such independent ventures or the income or profits or losses derived therefrom, and the pursuit of such ventures, even if competitive with the activities of the Company, shall not be deemed wrongful or improper.

12. **Assignment of Member Interest**. The Member may at any time assign in whole or in part its limited liability company membership interest in the Company. The assignee of any such interest in the Company shall, unless otherwise agreed to by the Manager, be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its limited liability company membership interest in the Company, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission,

the Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a member of the Company (to the extent a member is an entity) by merger or consolidation shall, without further act, be a member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

13. **Insolvency of the Member**. The occurrence of any event set forth in Section 18-304 of the Act (Events of Bankruptcy) with respect to a member of the Company shall not cause such member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution.

14. **Transferees and Successors**. Any person acquiring or claiming an interest in the Company, in any manner whatsoever, shall be subject to and bound by all terms, conditions and obligations of this Agreement to which such person's predecessor in interest was subject or bound, without regard to whether such person has executed a counterpart hereof or any other document contemplated hereby. No person, including the legal representative, heir or legatee of a deceased member, shall have any rights or obligations greater than those set forth in this Agreement, and no person shall acquire an interest in the Company or become a member thereof except as permitted by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, legal representatives, executors and administrators.

15. **Dissolution**. The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Manager, (b) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

16. **Exculpation and Indemnification**. The Member, the Manager of the Company, and any Officer, shall not be liable to the Company or any other person or entity who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member, Manager or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member, the Manager or Officer by this Agreement, except that any such Officer shall be liable for any such loss, damage or claim incurred by reason of such Officer's intentional fraud or willful and knowing malfeasance. To the full extent permitted by applicable law, any member of the Company, the Member, and the Manager shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member or the Manager by reason of any act or omission performed or omitted by the Member or the Manager in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member or the Manager by this Agreement; provided, however, that any indemnity under this Section 16 shall be provided out of and to the extent of Company assets only, and the Member or the Manager shall not have personal liability on account thereof.

17. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations between the parties hereto with respect to such subject matter. This Agreement may be modified, altered, supplemented or, amended or restated only pursuant to a written agreement executed and delivered by the Manager without the consent of the Manager or any other person.

18. **Governing Law**. This Agreement shall be regarded for all purposes as a Delaware document, and the validity and construction thereof shall be determined and governed by the laws of the State of Delaware. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held illegal, invalid or unenforceable or in conflict with the Act or other applicable law, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held illegal, invalid, unenforceable or in conflict, shall not be affected thereby.

19. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

20. **Interpretation**. The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation herein; and the use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity. The words "hereof," "herein," "hereunder," and similar words refer to this Agreement as a whole. All Section titles and captions contained herein are for convenient reference only and shall not be construed as confining or limiting in any way the scope or intent of the provisions of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively.

21. **Separability of Provisions**. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

22. **Benefit of Member and Manager**. Except as expressly provided in Section 16 hereof, the provisions of this Agreement (including Section 5) are intended solely to benefit the Member and Manager and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Member or Manager or of the Company.

23. **Duties**. To the fullest extent permitted by law, including Section 18-1101(c) of the Act, and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provisions of law or equity or otherwise, the parties hereto hereby agree that the Manager, Member and any member of the Company shall each owe no fiduciary duty to any

member of the Company or the Company; provided, however, that the foregoing shall not eliminate any duty to comply with the implied contractual covenant of good faith and fair dealing.

24. **Prior Agreement**. For the avoidance of doubt, any bylaws of the Company (and any other similar governing document, agreement, or instrument of the Company as a corporation) are hereby and expressly terminated and superseded in their entirety by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement to be effective as of the Effective Date.

COMPANY:

RJS Real Estate Services, LLC, a Delaware limited liability company

By: Richard Sciortino Trust, dated March 14, 1989, as its sole member

DocuSigned by:
By: Richard Sciortino
FF7E303B505C4E6...
Name: Richard Sciortino
Title: Trustee

SOLE MEMBER:

Richard Sciortino Trust, dated March 14, 1989

DocuSigned by:
By: Richard Sciortino
FF7E303B505C4E6...
Name: Richard Sciortino
Title: Trustee

EXHIBIT A

OFFICERS

Office	Name
President	Richard Sciortino