LIMITED LIABILITY COMPANY AGREEMENT
OF
ALPROEM ENGINEERING CONTRACTORS LLC

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LIMITED LIABILITY COMPANY AGREEMENT
OF
ALPROEM ENGINEERING CONTRACTORS LLC

This Limited Liability Company Agreement (the "**Agreement**") of ALPROEM ENGINEERING CONTRACTORS LLC (the "**Company**"), a limited liability company organized under the laws of the Commonwealth of Puerto Rico, is entered as of January 1, 2024 (the "**Effective Date**"), by Luis Alberto Ocasio Rivera (hereinafter referred to as "**Member 1**"), Luis Emilio Ramírez Pagán (hereinafter referred to as "**Member 2**"), Héctor Miguel Náter López (hereinafter referred to as "**Member 3**"), Juan Ricardo Noa Crastz (hereinafter referred to as "**Member 4**"), as the Company's members (the "**Members**").

The Members form a limited liability company pursuant to and in accordance with Chapter XIX of the Puerto Rico General Corporations Act of 2009, Act No. 164 of December 16, 2009, as amended (the "**Act**"), and hereby agree as follows:

1. **Name**. The name of the limited liability company is ALPROEM ENGINEERING CONTRACTORS LLC. All business of the Company shall be conducted under such name and title to all assets or property owned by the Company shall be held in such name, provided that one or more D/B/As and trademarks may be used for each mark or brand that is either used by the Company or under which the Company provides its services.

2. **Term**. The term of the Company commenced on **January 1, 2024**, the date on which the Certificate of Conversion of ALPROEM ENGINEERING CONTRACTORS CORP. into ALPROEM ENGINEERING CONTRACTORS LLC filed with the Puerto Rico Department of State became effective and shall, unless early dissolved pursuant to Section 19 hereof, continue in perpetuity.

3. **Registered Office; Principal Place of Business**. The Registered Office and main place of business of the Company in the Commonwealth of Puerto Rico, as of the Effective Date, is Reparto Dávila St. #15, Hato Tejas, Bayamón, PR 00959.

4. **Registered Agent; Authorized Person**. The registered agent for service of process of the Company in the Commonwealth of Puerto Rico is Luis Alberto Ocasio Rivera. Luis Alberto Ocasio Rivera will also appear as an "authorized person" under the Act for all relevant purposes before the Secretary of State and with respect to the filing of the Certificate of Conversion.

5. **Members**. The Members of the Company are the Persons listed below, those parties who acting with the proper legal authority execute an amendment to this Agreement or a joinder agreement as Members, and those other parties who comply with any other conditions for becoming a Member as set forth herein. Pursuant to the terms and conditions of this Agreement for each Member, each Member owns a certain percentage of Membership Interest in the Company. "**Membership Interest**" means, with respect to any Member, (a) that Member's status as a Member, (b) that Member's right to receive

distributions (liquidating or otherwise) from the Company under the terms and conditions of this Agreement for each Member, (c) all other rights, benefits, and privileges enjoyed by that Member (under the Act or this Agreement) in his capacity as a Member, including that Member's rights to vote, consent and approve those matters described in this Agreement and (d) all obligations, duties, and liabilities imposed on that Member under the Act or this Agreement in his capacity as a Member. The name and the business address of the Members is:

Member	Name	Address
1	Luis Alberto Ocasio Rivera	Email: albert@alproem.com Postal: 100 Plaza Praderas Suite 20 PMB 419 Toa Baja, PR 00949
2	Luis Emilio Ramírez Pagán	Email: luisr@alproem.com Postal: 100 Plaza Praderas Suite 20 PMB 419 Toa Baja, PR 00949
3	Héctor Miguel Náter López	Email: hector.nater@alproem.com Postal: 100 Plaza Praderas Suite 20 PMB 419 Toa Baja, PR 00949
4	Juan Ricardo Noa Crastz	Email: juan.noa@alproem.com Postal: 100 Plaza Praderas Suite 20 PMB 419 Toa Baja, PR 00949

5.1 **Notices**. All formal notices, communications, and correspondences ("**Notices**") to any Member shall be delivered simultaneously through both email and first-class mail. Each Member has provided the Company with the aforementioned designated email address and postal address for the receipt of Notices. This clause applies to all Notices issued by the Company to its Members and to Notices exchanged between Members themselves. The Members hereby commit to responding to each one of the Notices by promptly confirming receipt. The failure to send such an acknowledgment shall not invalidate the Notice. A Notice shall be deemed effectively delivered and received: (a.) for email, on the date it is transmitted to the email address provided, and (b.) for first-class mail, on the date it is postmarked for delivery to the postal address provided. Members are required to promptly notify the Company of any changes to their designated email or postal addresses. Until such notification is received, the Company and other Members shall continue to send Notices to the addresses listed in the table above.

6. **Purpose**. The object and purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is to engage in any lawful act or activity for which limited liability companies may be organized under the Act.

7. **Capital Contributions**. The Members contributed the following properties to the Company:

(a) Member 1 contributed: capital in the form of work and services towards the upkeep and development of the Company's business, deemed sufficient to acquire a 30% interest in the Company as of the Effective Date. Additionally, Member 1 contributed, prior to the

corporate conversion into the Company, the amount hereby credited to his Capital Account, as that term is defined below, and recognized by all other Members, which amount shall be equivalent to the amount of retained earnings in the audited financial statement of ALPROEM ENGINEERING CONTRACTORS CORP., as of December 31, 2023, plus one half of the total additional paid-in capital in the amount of $50,000.00, and one half of common stock issued in the total amount of $100 appearing in said audited financial statement.

(b) Member 2 contributed: capital in the form of work and services towards the upkeep and development of the Company's business, deemed sufficient to acquire a 30% interest in the Company as of the Effective Date. Additionally, Member 2 contributed, prior to the corporate conversion into the Company, the amount hereby credited to his Capital Account, as that term is defined below, and recognized by all other Members, which amount shall be equivalent to the amount of retained earnings in the audited financial statement of ALPROEM ENGINEERING CONTRACTORS CORP., as of December 31, 2023, plus one half of the total additional paid-in capital in the amount of $50,000.00, and one half of common stock issued in the total amount of $100 appearing in said audited financial statement.

(c) Member 3 contributed: capital in the form of work and services towards the upkeep and development of the Company's business, deemed sufficient to acquire a 20% interest in the Company as of the Effective Date, as restricted by the terms and conditions of this Agreement.

(d) Member 4 contributed: capital in the form of work and services towards the upkeep and development of the Company's business, deemed sufficient to acquire a 20% interest in the Company as of the Effective Date, as restricted by the terms and conditions of this Agreement.

8. **Additional Contributions**. The Members are not required to make any additional capital contribution to the Company. The Members may contribute to the capital of the Company either in cash or in kind, as agreed to or required by the Members owning more than 50% of the Membership Interest. The Members may also lend cash and goods to the Company without it being considered additional contributions.

8.1 **Capital Accounts**: For the purpose of this Agreement, a "**Capital Account**" refers to an account maintained on the books and records of the Company for each Member. The Capital Account shall reflect each Member's individual capital contributions, allocated profits, allocated losses, and any distributions. As of the Effective Date, an individual Capital Account shall be credited with the amount of money or property each Member contributes to the Company, net of any liabilities to obtain such money or property incurred by the Company, and the allocations to such Member of Company's profits and gains, whether or not the distributions at any given time are equivalent to the percentage of Membership Interest owned by each Member, in accordance with the terms and conditions of this Agreement. An individual Capital Account shall be debited with the amount of money and the fair value of property distributed to each Member by the Company, net of

liabilities of the Company secured by such distributed property that such Member is considered to assume or take subject to, and allocations to such Member of Company losses. All such accounting transactions shall be in accordance with GAAP and any applicable laws and regulations, and to the extent allowed under said principles, laws, and regulations, in accordance with the terms and conditions of this Agreement.

8.2 **Negative Capital Accounts**. To the extent allowed by law, no Member shall be required to pay any deficit or negative balance in their Capital Account, nor shall any Member have any obligation to restore any negative balance in their Capital Account upon liquidation of the Company.

8.3 **Effect in Capital Accounts of a Transfer of Membership Interests**. In the event of a transfer of all or part of a Member's Interest in the Company in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

8.4 **No Interest on Capital Contributions.** Members shall not be entitled to interest or other compensation for or on account of their Capital Accounts or capital contributions to the Company.

9. **Admission of New Members Through Issuance of New Membership Interests**. Each Member has made and/or will make an initial Capital Contribution that is deemed and acknowledged by the Members to be sufficient to own Membership Interests in the amounts identified in Section 7 above. That is, Member 1 and Member 2 own each 30% of the Membership Interest in the Company, and Member 3 and Member 4 own each 20% of the Membership Interest. No additional members shall be admitted to the Company except with the agreement in writing of the Members holding more than 50% of the Membership Interest in the Company. Upon any agreement in writing by the Members to admit additional members, and after the receipt by the Company of payment for the issuance of additional Membership Interests, such additional member shall be admitted as a member and deemed listed as such on the books and records of the Company. If there is ever more than Member 1, Member 2, Member 3, and Member 4, the term Members as used in this Agreement shall include any such additional member or members admitted pursuant to this Section.

10. **Limited Liability Company Membership Interest Certificates**. The Company is authorized to issue certificates to represent any or all of Membership Interest of any Member of the Company from time to time, and to cancel the certificates at any given time. In the event the Company decides to issue certificates to represent any or all of the Membership Interests, the following rules will apply:

(i) Each unit of Membership Interest in the Company shall constitute a security within the meaning of Article 8 of Act 208 of August 17, 1995, as amended, known as the Commercial Transactions Act or the Puerto Rico UCC.

(ii) The Members may establish additional rules to govern the issuance of the certificates pursuant to their written consent, in accordance with the terms

and conditions set forth in this Agreement or the Act, and may elect to refer to the Membership Interests reflected in the certificates as "Units".

11. **Recording Assignment of Membership Interest**. Without disregarding the restrictions of Section 9, the Company is authorized to maintain books for the purpose of registering the transfer of Membership Interests, and, upon receipt of a Notice of any proposed transfer of Membership Interests, the Company shall notify the Member appearing as registered owner of any applicable restrictions on the transfer of Membership Interests of the Company. If the Membership Interests are represented by certificates, the Company shall maintain books for the purpose of registering the transfer of the certificates. In accordance with this Agreement, the endorsed certificate(s) evidencing the Membership Interests may be delivered to the Company for cancellation and the Company shall thereupon issue a new certificate to the transferee (the "**Transferee**") evidencing the Membership Interest that was transferred and, if applicable, the Company shall issue a new certificate to the transferor (the "**Transferor**") evidencing any Membership Interest registered in the name of the transferor that was not transferred. Any transfer of Membership Interests must have been previously approved in writing by the majority described in Section 9.

12. **Effectiveness of the Assignment**. If the Membership Interests are not represented by certificates, a Transferee's admission to the Company, as a Member, shall be effective only after the execution of an instrument acknowledging the Transferee's agreement to be bound by the terms of this Agreement. If the Membership Interests are represented by certificates, the Transferee's admission to the Company shall be effective upon (i) the duly endorsement and delivery of the certificate by the Transferor to the Transferee, (ii) the execution of an instrument acknowledging the Transferee's agreement to be bound by the terms of this Agreement, and (iii) the written approval of the transfer by the majority required hereby. When a Member transfers all of his Membership Interests in the Company, it shall cease to be a Member of the Company immediately following the admission of the Transferee. From the time the Transferee is registered as a Member in the Company's records, the Company shall pay to the new Member all further distributions to which the new Member may be entitled. Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

12.1 **Limitations of Assignments and Transfers**. If any Member wishes to sell, transfer, or assign any or all of his Membership Interest in the Company, subject to the terms, conditions, and limitations of this Agreement, such Member shall first offer his Membership Interest to the Company at the price agreed either with a third party who is not a Member or with another Member. Within thirty (30) days of the receipt of the offer by the Company, the Members holding 50% or more of the Membership Interest shall decide whether the Company shall acquire the offered Membership Interest. If the Company declines to acquire the Membership Interest, the Offering Member shall then offer the Membership Interest to the remaining Members of the Company. If more than

one Member expresses an interest in acquiring the offered Membership Interest, the Membership Interest shall be allocated among the interested Members on a pro-rata basis, relative to their existing Membership Interests. If the Company and the Members decline the offer to acquire the Membership Interest, then the Membership Interest may be sold, transferred or assigned to a third party or to a Member of the Company. Notwithstanding the provisions of this section, during the Restrictive Period defined below, Member 1 and Member 2 will only be subject to the provisions of the Prior Shareholder Agreement defined below.

13. **Management of the Company**. The business and affairs of the Company will be managed by Member 1 as "**Managing Member**". The Members agree to meet in person in Bayamón or San Juan, Puerto Rico, at least once every three (3) months after the Effective Date. From time to time, the Members may waive or amend this requirement as they see fit in writing by agreement of the Members holding more than 50% of the Membership Interest. The powers, duties, authorities, and responsibilities of the Managing Member shall be as explicitly set forth and established:

(a) appoint one or more individuals to hold offices and carry the day-to-day activities of the Company (the "**Officers**"), as may be deemed necessary or desirable by the Managing Member;
(b) cover from the Company's assets any and all expenditures that may deemed necessary or desirable for the conduct of the Company and the carrying out of the Company's obligations and responsibilities under any agreement of the Company and this Agreement, to the extent permissible under the Act or any other agreements (including mortgages) to which the Company is a party;
(c) take such steps as necessary to fulfill the determination of the Members holding more than 50% of the Membership Interest to declare and make distributions of capital or income, in cash or property to Members;
(d) draft such documents at the request of the Members to admit additional Persons as Members, as provided herein;
(e) purchase and renew, at the expense of the Company, liability, and other insurance to protect the Company, its Members, and the Company's assets and business, and obtain bonds and sureties as needed by the business;
(f) invest the Company's assets in savings accounts, commercial paper, government securities, certificates of deposit, acceptances, other short-term interest-bearing obligations, and any other low-risk investments as may be deemed reasonable and necessary;
(g) maintain, at the expense of the Company, adequate records and accounts of all operations and expenditures, and furnish the Members with annual statements of accounts as of the end of each Company Fiscal Year, together with tax reporting information, and fulfill any tax-related requirements imposed by federal, state and local governments;
(h) enter into any leases for property, real or personal, in the ordinary course of the Company's business;
(i) make any purchases for, on behalf of, or in the name of, the Company in the ordinary course of the Company's business;

(j) take any and all other actions permitted by law and that are reasonably related to Company purposes as allowed under the budgets approved by the Members holding more than 50% of the Membership Interest.

13.1 **Authority to Control the Management**. The Members holding more than 50% of the Membership Interest in the Company have the power and authority to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers and authorities, statutory or otherwise, possessed by members of limited liability companies under the laws of the Commonwealth of Puerto Rico. In connection with the foregoing, the Members holding more than 50% of the Membership Interest are authorized and empowered to amend the above list at any time and to delegate any and all powers and authorities that the Company possesses under this Agreement or the Act to any of its Officers and employees, and to any other person designated by the Company.

13.2 **Vacancy in the Position of Managing Member**. In the event of a vacancy in the position of Managing Member for any reason, including but not limited to resignation, removal, incapacity, or death, such vacancy shall be promptly filled by the "**Successor Managing Member**" until the Members holding more than 50% of the Membership Interest elect a new Managing Member. The Successor Managing Member shall be elected by a separate resolution passed by the affirmative vote of the Members holding more than 50% of the total Membership Interest in the Company at any time after the Effective Date. Until such time as a Successor Managing Member is elected, Member 2 shall be the Successor Managing Member. In the event of a simultaneous vacancy in the positions of Managing Member and Successor Managing Member for any reason, until a Successor Managing Member is duly elected and assumes the position, the duties and responsibilities of the Managing Member shall be temporarily borne jointly by the remaining Members.

14. **Authority of the Members**. Notwithstanding any other provision contained in this Agreement, no act shall be taken, sum expended, decision made, obligation incurred, or power exercised by the Company, its Officers, or agents on behalf of the Company with respect to any of the following without the approval of the Members holding more than 50% of the Membership Interest, or a higher majority when required by law:

(a) Any merger or consolidation of the Company, or any direct or indirect sale or other disposition of all or substantially all of the Company's assets.
(b) Any amendment or restatement of the Certificate of Formation or this Agreement, for which amendments or restatements the Members holding more than 50% of the Membership Interest may require the remaining Members to execute any documents necessary to implement and enforce the same.
(c) The encumbrance, sale, or agreement to sell or otherwise dispose of all or substantially all the Company's assets.
(d) The purchase, lease, exchange, or acquisition of any equity interest or assets of any other person or business, other than in the ordinary course of business.
(e) Amend, modify, or alter this Agreement in any manner that affects the rights, powers, or privileges of the Members.

(f) Dissolve, liquidate, wind up, reorganize, or recapitalize the Company or adopt any plan to do so.

(g) Make any material change to the nature of the Business conducted by the Company.

(h) Enter into any arrangement to give any personal guarantee, mortgage, charge, lien, or other security by the Members over any outside financing or as required by any indemnity agreement with a surety.

(i) Adopt or modify a budget or business plan for the Company.

(j) Incur any indebtedness, pledge or grant liens on any assets, or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person, other than in the ordinary course of business, in excess of $100,000 in a single transaction or series of related transactions, or in excess of $250,000 in the aggregate at any time outstanding, except as may have been approved in the business plan or budget.

(k) Settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability with a value in excess of $100,000 or agree to the provision of any equitable relief by the Company, except as may have been approved in a business plan or budget.

(l) The filing of any insolvency or reorganization case or proceeding, the institution of proceedings to have the Company be adjudicated bankrupt or insolvent, the institution of proceedings under any applicable insolvency law, the petition of any relief under any law relating to relief from debts or the protection of debtors, to seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official of or for the Company or a substantial part of its property, the making of any assignment for the benefit of creditors of the Company, the admission in writing of the Company's inability to pay its debts generally as they become due, or the taking of action in furtherance of any of the foregoing.

14.1 **Authority to Force a Pledge**. For clarity, where the language above states that the Members holding more than 50% of the Membership Interest shall have the power to "enter into any arrangement to give any personal guarantee, mortgage, charge, lien or other security by the Members over any outside financing or as required by any indemnity agreement with a surety" means that, at any time, said Members, at their sole discretion, shall have the authority to require all other Members to pledge, assign, and hypothecate all or a specified portion of their Membership Interest in the Company as collateral for the sole purpose of securing a surety, guarantee, bond, loan, or other similar financial instruments for the benefit of the Company or that is required in furtherance of the business.

15. **No Conflicts, Consents, and Authority to Execute this Agreement**. Neither the execution and delivery by the Members of this Agreement nor their performance of the acts contemplated hereby and thereby in accordance with the terms hereof and thereof, will:

(a) require the consent, waiver, approval, order, or authorization of, or filing with, any Governmental Authority;

(b) result in a breach, violation, or termination of, or acceleration of obligations under, or default under, or require the consent of any third party under any agreement, or give rise to the imposition of an encumbrance on any of the assets or properties of the Company; or

(c) assuming that all consents, waivers, approvals, orders, authorizations, and filings necessary have been obtained or made by the Members, result in a violation of any law or governmental order to which the Members or the Company are subject.

16. **Allocation of Profits and Losses; Distributions**. Any reference to net profit in this Agreement refers to the amount stated in the audited financial statements of the Company after a fiscal year's closure. The Company may elect to be taxed as a partnership for Puerto Rico income tax purposes, and the Company's profits and losses shall be allocated pursuant to the percentage of Membership Interest owned by each member, provided that the Members may also receive compensation in the form of a salary as determined by the Members holding 50% or more of the Membership Interest. Notwithstanding the aforementioned provision, the allocation of profits and distributions during the Restrictive Period defined below shall follow the schedule referenced in Section 16.2. All profits allocated pursuant to the table referenced in Section 16.2 shall first be accounted for as retained earnings until any payment of distributions is approved pursuant to the terms of this Agreement.

16.1 **Restrictions on Distributions**. The Members agree that, during the Restrictive Period, as defined below, and thereafter, the Company shall not disburse distributions for a particular fiscal year unless the cash flow from operations of the Company for such fiscal year is positive after subtracting: (i) amounts paid by the Company during such year for capital expenditures and the repayment of loan principal to any lender of the Company; (ii) cash on hand or reserved for on its financial statements in such amount as determined by the Members; (iii) cash necessary to satisfy the Company's tax obligations, as applicable, for the fiscal year; (iv) and any cash necessary to satisfy the requirements of any insurance, financing or surety agreement. Furthermore, no distribution shall be declared or paid if: (i) the Company would not be able to pay its debts as they become due in the usual course of business; (ii) the Company's total assets would be less than the sum of its total liabilities; (iii) such distribution would violate any other contractual restriction applicable to the Company; or (iv) such distribution would violate the Act.

16.2 **Table of Allocation of Net Profits and Net Losses During Restrictive Period.** During the Restrictive Period defined below, the allocation of profits and losses shall be made according to the percentages identified in **Exhibit A**. For clarity, the Members agree to the following example regarding the table included in **Exhibit A**:

If for Year 1, that is, at the first anniversary of the Effective Date, which also coincides with the Company's fiscal year, the Net Profits for the Company are $1,500,000.00, then, Member 1 and Member 2, each shall receive, irrespective of their percentage of Membership Interest, one-half of 60% of that amount ($450,000.00 each). Of the remaining $600,000.00 in Net Profits that would ordinarily flow to the other Members, 80% shall also be distributed to Member 1 and Member 2 ($240,000.00 each). Then, the remaining $120,000.00 in Net Profits would be distributed equally between Member 3 and Member 4 ($60,000.00 each).

The example above is further explained for each subsequent year in the table included as **Exhibit B.** If the results for any given fiscal year of the Company during the Restrictive Period include a loss, the amount of the loss shall be subtracted from any amount of net profits allocated to Member 1 and Member 2 between the Effective Date and the date of the recognition of the loss at the end of such fiscal year, pursuant to the schedule in Exhibit A, and reduced from the sum included below in Section 16.3 of $1,820,021.06.

16.3 **Definition of Restrictive Period and Termination Upon Full Payment**. The "**Restrictive Period**" is the period between the Effective Date and the date in which Member 3 and Member 4 complete the payment to Member 1 and Member 2, out of their distributions, of the sum of **$1,820,021.06** (One Million Eight Hundred Twenty Thousand Twenty-one Dollars and Six Cents) in satisfaction of their obligations related to profit distributions as outlined in the schedule referenced in Section 16.2 of this Agreement. Once the transfer of the distributions of Member 3 and Member 4 is confirmed, the Restrictive Period will be deemed terminated. Consequently, Members 3 and 4 will be freed from any remaining obligations or constraints set forth in this Agreement. Following the conclusion of the Restrictive Period, Members 3 and 4 will then operate under the same terms as Members 1 and 2.

17. **Conditions for the Recognition of Membership Interests**. Although the Membership Interests of Member 3 and Member 4 become effective on the Effective Date, the full entitlement and rights associated with said Membership Interests shall not be recognized by the Company during the Restrictive Period. **Member 3 and Member 4 expressly agree and acknowledge that their rights and entitlements as Members are conditioned by the requirements of Section 16.** Upon such time as the requirements of Section 16 are fulfilled by Member 3 and Member 4, at the expiration of the Restrictive Period, Member 3 and Member 4 shall be deemed as if their rights and entitlements as Members are vested and shall be recognized by the company as such. **Any rights and entitlements of Member 3 and Member 4 in their capacity as Members shall only be enforceable against the Company and against Member 1 and Member 2 after the end of the Restrictive Period. If the condition to end the Restrictive Period is not met for any reason, any Membership Interest of Member 3 and Member 4 shall be deemed as not recognized and shall remain with Member 1 and Member 2, rendering any provisions of this Agreement for the benefit of Member 3 and Member 4 as null, void, and of no effect.**

18. **Disposition of Membership Interests and Liquidated Damages.** Member 3 and Member 4 (hereinafter, the "**Restricted Members**") covenant not to dispose of, in any manner, all or any part of the Membership Interest during the Restrictive Period. Should a Restricted Member cease their employment with the Company for any reason, whether voluntary or involuntary (hereinafter, an "**Event of Termination**"), instead of disposing of their Membership Interest, they will only be entitled to a liquidated damages payment ("**Liquidated Damages**") to be made by the Company and their purported Membership Interest shall be recognized by the Company as pertaining and belonging in equal percentages to Member 1 and Member 2. This payment of Liquidated Damages shall be equal to 100% of the retained earnings allocated to the departing Member in his capital

account as of the date of the Event of Termination, in exchange for a comprehensive release and waiver of any rights regarding the Membership Interest in the Company, in addition to a full waiver of liability of any kind releasing Member 1 and Member 2 to the fullest extent possible. The amount of liquidated damages to be paid to the departing Member, shall be determined net of any contingencies identified by the Company prior to the termination date or in the subsequent twelve (12) months. If the Event of Termination occurs prior to the first anniversary of the Effective Date, the Restricted Member terminated will be entitled to nothing and will be deemed to have forfeited and surrendered and relinquished all his rights under this Agreement and shall not receive any compensation based on retained earnings or profits for that period.

Any disposition of Membership Interests by Member 3 and/or Member 4 that contravenes this Section shall be considered null and void.

18.1 **Death or Divorce of Member Subject to Restrictive Period.** In the unfortunate event of a Member's death ("**Deceased Member**"), any legal successors, whether they be heirs, executors, administrators, or other legal representatives ("**Successor Representatives**"), must, prior to any disposition of the Deceased Member's Membership Interest, and, to the extent permitted by applicable law, first extend a written offer to the Company and follow the exact same provisions of Section 12.1, except that, during the Restrictive Period, any payment for the Membership Interests of Member 3 and Member 4 will be capped at the amount of the Liquidate Damages defined in Section 18, and any Membership Interest of the Deceased Member shall then be deemed as pertaining or belonging equally to Member 1 and Member 2. No transfer to any third party, including but not limited to any heir or beneficiary, can occur without strict adherence to these terms. Any transfer in violation of this provision is to be treated as null and void. The Deceased Member's estate and legal successors are subject to the terms outlined in this clause, and it is incumbent upon the Members to inform and provide a copy of this clause to any potential Successor Representatives as soon as practicable after the Effective Date.

In the event that a Member ("**Divorcing Member**") undergoes a legal separation or divorce, and consequently, the Divorcing Member's spouse becomes entitled to a portion or all of the Divorcing Member's Membership Interest in the Company through a court order, settlement, or other legal means, the spouse acquiring such Membership Interest ("**Recipient Spouse**") hereby agrees to and acknowledges that she shall follow the exact same provisions of Section 12.1, except that, during the Restrictive Period, any payment for the Membership Interests of Member 3 and Member 4 will be capped at the amount of the Liquidate Damages defined in Section 18, and any Membership Interest of the Recipient Spouse shall then be deemed as pertaining or belonging equally to Member 1 and Member 2. If both the Company and the remaining Members decline to acquire the Membership Interest, then the Recipient Spouse shall have her Membership Interest forever classified as non-voting, effective immediately upon the transfer. The Recipient Spouse is precluded from, and hereby relinquishes, any rights to partake in the governance or operational decision-making of the Company in connection with the received Membership Interest prior to and after the end of the Restrictive Period. The Members are obliged to ensure that any potential Recipient Spouse is apprised of these stipulations prior

to any transfer and secures the Recipient Spouse's agreement to them. The Recipient Spouse is required to promptly sign this Agreement and any other documents deemed necessary by the Company to affirm the non-voting status of the transferred Membership Interest. Any attempt by the Recipient Spouse to engage in the management or operation of the Company in defiance of this clause shall be null and void.

Should a Restricted Member undergo a divorce within the Restrictive Period and subsequently face termination or decease before the conclusion of said Restrictive Period, the Recipient Spouse of that Divorcing Member, in her capacity as either the spouse in the context of a legal separation or divorce, or as one of the Successor Representatives in the event of the Restricted Member's decease, shall be compelled to forfeit and surrender all respective rights and claims to the Membership Interest or any other affiliated rights previously attributed to the Restricted Member, and any payment for the Membership Interest will be capped at the amount of the Liquidate Damages defined in Section 18.

18.2 **Ratification of Prior Shareholder Agreement**. Notwithstanding any provision to the contrary contained in this Agreement, both Member 1 and Member 2 expressly acknowledge, agree, and commit that, during the Restrictive Period, they shall continue to recognize, uphold, and honor the terms and provisions of a certain Shareholder Agreement dated as of November 3, 2009, duly executed before notary public Mariana Bula López ("**Prior Shareholder Agreement**"). Both Member 1 and Member 2 hereby ratify and reaffirm all obligations, rights, and provisions under the Prior Shareholder Agreement. For the benefit of Member 3 and Member 4, the Prior Shareholder Agreement is attached hereto as **Exhibit C**.

In the event of any inconsistency, contradiction, or conflict between the provisions of this Agreement and the Prior Shareholder Agreement, to the extent permissible under applicable law, during the Restrictive Period, the provisions of the Prior Shareholder Agreement shall take precedence and supersede the provisions of this Agreement. Furthermore, Members 3 and Member 4 expressly agree and acknowledge that, during the Restrictive Period, to the extent that the terms and conditions of the Prior Shareholder Agreement conflict with this Agreement, the terms and conditions of the Prior Shareholder Agreement supersede over any of their rights under this Agreement.

Member 1 and Member 2 further represent and warrant that they shall take no actions that would violate or contravene the terms of the Prior Shareholder Agreement in the course of performing their obligations or exercising their rights under this Agreement. Any actions taken in violation of the Prior Shareholder Agreement shall be deemed null and void. After the Restrictive Period, the relationship between Member 1 and Member 2 will be regulated by the provisions of this Agreement and the Act, without respect to the Prior Shareholder Agreement.

Any transfer of Membership Interest between Members of the Company after the Restrictive Period shall be valued at "**Fair Value**". Fair Value means the price in cash, or its equivalent if then offered for sale, with other similar assets at or near the same location, with a reasonable time allowed to find a purchaser, as may be either determined by a willing

buyer or estimated by a professional. The Fair Value of the Membership Interests will be equal to the fair value of the total value of the Company multiplied by the percentage ownership of the transferor computed, pursuant to reasonable valuation factors to determine the value of companies in the same industry as the Company; provided, however, that the Fair Value shall be determined by a Certified Public Accountant duly appointed the Members holding 50% or more of the Membership Interests.

19. **Non-Compete and Non-Solicitation**. The Members covenant and agree, during the existence of the Company, not to, either directly or indirectly, for their benefit or for the benefit of another Person, throughout the Universe (hereinafter "**Restrictive Territory**"): (i) engage in or own any interest in, or control, manage, operate, partner with or associate with any Person or business division that is equal or similar to the business of the Company (the "**Competitive Activity**"); (ii) use the confidential information of the Company for any purpose other than in furtherance of the business and affairs of the Company; (iii) solicit or assist in the solicitation of any supplier, licensee, or service provider with whom the Company has a commercial relationship, whether by contract or otherwise, for the purpose of causing such supplier, licensee, or service provider to reduce, discontinue or alter, in a manner adverse to the Company, such commercial relationship; or (iv) register or use a business name, a domain name, or a trademark that would be similar to or capable of causing confusion with any intellectual property of the Company. For purposes of this Section, the business of the Company includes any potential business enterprise or line of business, defined in the broadest terms possible, developed with the brands and intellectual property of the Company to serve similar consumers of the Company.

The Members covenant and agree not to engage in a Competitive Activity within the Restricted Territory including: (i) directly or indirectly, advising, influencing or serving as a consultant to third parties on the design, operation, or management of businesses similar or related to the Business of the Company; (ii) using or transmitting to third parties, direct or indirectly, their knowledge in relation to the Company; or (iii) acting or being appointed as members of the board of directors (or similar corporate body) of any business similar to the Business of the Company in the Restricted Territory or participating in any way in the administration, consulting or operations of such Competitive Activity.

The Members further covenant and agree that the non-compete obligations set forth in this Section shall be effective against each Member for a period of one (1) year from the date of dissolution of the Company or the transfer of any Membership Interest by said Member, whichever event occurs first. The Members agree that the provisions set forth in this Section were material to induce the Members to execute this Agreement. Likewise, the Members acknowledge that their intention is not to violate the right to free competition, nor the constitutional individual rights of the parties involved, and therefore expressly waive to initiate any legal action or administrative process that seeks to question the reasonableness or application of these provisions and to raise it as a defense.

The non-compete obligations in this Section shall not prohibit the Members from acquiring or holding, for investment purposes only, less than five percent (5%) of the stock of a

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publicly traded corporation engaged in a business similar to or competitive with the business of the Company.

Notwithstanding any other provision in this Agreement, the Members agree that all non-compete provisions contained herein shall be enforced to the highest extent permitted by applicable law. The Members acknowledge that these non-compete provisions are reasonable and necessary to protect the legitimate business interests of the Company, and each Member, independent of the non-compete provisions, hereby further agrees to act with the highest degree of loyalty and fiduciary responsibility towards each other and the Company. This includes, but is not limited to, a commitment to act honestly, in good faith, and in the best interests of the Company at all times. The Members shall endeavor to avoid any actions or situations that could potentially conflict with the interests of the Company. The Members commit to collaboratively and actively engage in efforts to improve the business of the Company. This includes sharing knowledge, skills, and resources in a manner that is beneficial to the Company's growth and success while adhering to the principles of loyalty and fiduciary duty as outlined herein. The Members agree and acknowledge that these duties of loyalty and fiduciary responsibility shall be enforceable against each other without regard to any challenge of the non-compete provisions.

The Members acknowledge that any breach or threatened breach of this Section will result in substantial, continuing, and irreparable injury to the parties hereto. Therefore, in addition to any other remedy that may be available at law, the Company shall be entitled to seek an injunction, without the necessity of posting a bond, to restrain any breach or threatened breach of this clause by a Member.

20. **Dissolution**. The Company shall dissolve, and its affairs shall be wound up upon the first of the following: (a) the written consent of the Members or (b) the entry of a decree of judicial dissolution pursuant to the Act. The Company shall not dissolve upon the occurrence of the bankruptcy or dissolution of the Members or the occurrence of any other event which terminates the continued membership of the Members in the Company, even if the event has the effect of leaving the Company without at least one Member. If any event has the effect of leaving the Company without a least one Member, the personal representative of the last remaining Member shall be obligated to agree in writing to continue the Company and to his admission or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

21. **Procedure of Liquidation.** Upon liquidation, unless the business of the Company is continued, the person in charge of winding up the Company's affairs shall liquidate the assets of the Company and apply the proceeds as set forth below. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. Upon the liquidation and winding up of the Company, the person supervising the liquidation shall file the corresponding Certificate of Cancellation with the Puerto Rico Department of State.

22. **Liquidation Proceeds**. The proceeds from the liquidation of the assets of the Company, from the collection of the receivables and other assets shall be applied in the following order of priority:

(a) First, to payment of debts and liabilities of the Company, which are due and owing, except (i) that expenses and debts deferred in accordance with an agreement providing for deferral may be deferred to the extent that the Company expects to receive proceeds that can be used to satisfy such expenses, and (ii) distributions owed to the Members or prior members;

(b) Second, to the setting up of reserves for payment of contingent liabilities or obligations of the Company, and, at the expiration of the reserve period, the balance of reserves, if any, shall be distributed as liquidation proceeds received at the end of the reserve period;

(c) Third, to the Members and prior members in payment of distributions owed to them; and

(d) Fourth, to the Members. If the Company has more than one member, such distributions shall be allocated to the Members in proportion to the value of the balance of their Capital Account.

23. **Liability of a Member**. The Members and future members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act. Excluding intentional acts or acts of gross negligence, established by an unappealable judgment of a trier of facts, the Company shall fully indemnify the directors and officers of the Company to the broadest extent not prohibited by the Puerto Rico General Corporations Act.

24. **Duties of the Members**. Each member shall act in good faith and in the best interest of the Company. No member shall engage in any activity, directly or indirectly, that is in conflict with, or adverse to, the interests of the Company. If a member becomes aware of a business opportunity related to the Company's operations, whether or not the Company could take advantage of that opportunity, the member must immediately disclose it to the other Members.

25. **Deadlock Resolution Clause**. Definition of Deadlock: A deadlock ("**Deadlock**") is deemed to have arisen when the Members, owning 50% interest each in the Company, have equal voting rights on a particular matter, and a vote is called on that matter, and each Member exercises their voting rights in opposition to the other, resulting in a tied vote. In the event of a Deadlock, either member may give written notice ("**Deadlock Notice**") to the other Member indicating the specifics of the Deadlock. Upon receipt of a Deadlock Notice, the Members shall engage in good faith negotiations for a period of five (5) days to resolve the Deadlock. If, at the end of the negotiation period, the Deadlock remains unresolved, the Members shall agree in writing to submit the matter to mediation by a mediator mutually agreed upon. If after a reasonable opportunity to resolve the matters

through mediation, the Members cannot settle the dispute and the mediator declares an impasse, then the Members may seek any remedies for such Deadlock as provided under the Act.

The Members hereby expressly agree and covenant that they shall not split, divide, or segment their proxy for the purposes of casting multiple votes or supporting multiple positions in any vote or voting process of any kind concerning the affairs of the Company. Each Member acknowledges and accepts that any proxy granted shall be used in a singular, unified manner for each voting action. Any attempt by a Member to split or divide such proxy will be considered a material breach of this Agreement and shall render such split or divided vote or voting action null and void.

Notwithstanding the existence of a Deadlock, the Company shall continue to operate in the ordinary course of business until the Deadlock is resolved, and neither member shall take any action that jeopardizes the Company's operations, assets, or reputation during the Deadlock resolution process.

26. **Inheritance Law and Successors**. Notwithstanding any contrary provisions under applicable inheritance laws, the Members executing this Agreement hereby agree and affirm that the provisions of this Agreement shall be enforceable and binding upon their heirs, executors, administrators, successors, and assigns to the broadest extent possible. The Members expressly intend that the terms and conditions of this Agreement shall supersede any rights or claims that may arise under any applicable inheritance laws. In the event that any heir, executor, administrator, successor, or assign of a Member (collectively referred to as the "**Challenging Party**") challenges the enforceability of this Agreement or any provision herein on the basis of inheritance laws or any other related grounds, the Challenging Party shall be responsible for all costs and attorney fees incurred by the other parties to this Agreement in connection with such challenge. This includes, but is not limited to, costs and fees incurred in the defense or enforcement of this Agreement. In the event that the challenge by the Challenging Party is unsuccessful, the Challenging Party shall promptly reimburse the other parties for all such costs and attorney fees. This obligation shall be enforceable in the same manner as any other contractual obligation.

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27. **Severability of Provisions**. Each provision of this Agreement shall be considered severable 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 which are valid, enforceable and legal.

28. **Governing Law**. This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Puerto Rico, all rights and remedies being governed by said laws.

29. **Headings and Labels**. The headings, labels, and titles in this Agreement are provided solely for the parties' convenience and ease of reference. They do not in any way define, limit, construe, or describe the scope or extent of such section, nor do they in any way affect the meaning or interpretation of this Agreement or any provision herein.

30. **Entire Agreement**. This Agreement constitutes the entire agreement of the Members with respect to the transactions and affairs of the Company as contemplated herein and supersedes all prior oral or written agreements and understandings.

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[*Signatures Page Follows*]



IN WITNESS WHEREOF, the Members execute this Agreement as of the dates identified below without effect on its Effective Date. **All persons executing this document hereby confirm their full agreement with all its terms and commit not to challenge or dispute it.**

Affidavit No. 397

Sworn and subscribed before me by **Luis Alberto Ocasio Rivera**, engineer, of legal age, resident of Dorado, Puerto Rico, and married to Mari Laura López Atienza, whom I have identified through his Puerto Rico driver's license number 163458 ; **Mari Laura López Atienza**, homemaker, of legal age, resident of Dorado, Puerto Rico, and married to Luis Alberto Ocasio Rivera, whom I have identified through her Puerto Rico driver's license number 165926 ; **Luis Emilio Ramírez Pagán**, engineer, of legal age, resident of Dorado, Puerto Rico, and married to María del Rosario Añeses Morales, whom I have identified through his Puerto Rico driver's license number 160464 ; **María del Rosario Añeses Morales**, retiree, of legal age, resident of Dorado, Puerto Rico, and married to Luis Emilio Ramírez Pagán, whom I have identified through her Puerto Rico driver's license number 120760 ; **Juan Ricardo Noa Crastz**, engineer, of legal age, resident of Toa Alta, Puerto Rico, and married to Gisela Beltrán Bonilla, whom I have identified through his Puerto Rico driver's license number 31 18146 ; **Gisela Beltrán Bonilla**, homemaker, of legal age, resident of Toa Alta, Puerto Rico, and married to Juan Ricardo Noa Castz, whom I have identified through her Puerto Rico driver's license number 204839 ; **Héctor Miguel Náter López**, engineer, of legal age, resident of Guaynabo, Puerto Rico, and married to María Gabriela Márquez Lema, whom I have identified through his Puerto Rico driver's license number 4686165 ; and **María Gabriela Márquez Lema**, psychologist, of legal age, resident of Guaynabo, Puerto Rico, and married to Héctor Miguel Náter López, whom I have identified through her Puerto Rico driver's license number 473469 .

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In Bayamón, Puerto Rico, this 20th day of December 2023.

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Luis Alberto Ocasio Rivera, on his own behalf and representing the conjugal partnership with his wife, Mari Laura López Atienza

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Mari Laura López Atienza, on her own behalf and representing the conjugal partnership with her husband, Luis Alberto Ocasio Rivera

_____

Luis Emilio Ramírez Pagán, on his own behalf and representing the conjugal partnership with his wife, María del Rosario Añeses Morales

_____

María del Rosario Añeses Morales, on her own behalf and representing the conjugal partnership with her husband, Luis Emilio Ramírez Pagán

Juan Ricardo Noa Crastz, on his own behalf and representing the conjugal partnership with his wife, Gisela Beltrán Bonilla

Gisela Beltrán Bonilla, on her own behalf and representing the conjugal partnership with her husband, Juan Ricardo Noa Crastz

Héctor Miguel Náter López, on his own behalf and representing the conjugal partnership with his wife, María Gabriela Márquez Lema

María Gabriela Márquez Lema, on her own behalf and representing the conjugal partnership with her husband, Héctor Miguel Náter López

Notary Public

FRANCES DEVARIS MARTÍNEZ
ABOGADA - NOTARIO

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