1.1 **NAME.** The business of the Company will be conducted under the name of **POWER EXPECTATIONS LLC** or such other name as the Members unanimously may agree on.

1.2. **PURPOSE.** The purpose of the Company is to procure, obtain, execute, and perform on any public contracts to energy generation, and engage in any other lawful act or activity for which a Limited Liability Company may be formed under the Act.

1.3. **OFFICE.** The Company will maintain its principal business office at: Suite 12 654 Plaza Ave Luis Munoz Rivera, San Juan Puerto Rico 00918 or at such other place as the Member(s) from time to time select. Furthermore, its mailing address will be Suite 12 654 Plaza Ave Luis Munoz Rivera, San Juan Puerto Rico 00918 or at such other place as the Member(s) from time to time select.

1.4. **RESIDENT AGENT.** The Resident Agent of the Limited Liability Company in the Commonwealth of Puerto Rico shall be Louis S. Telvi, with the same physical and mailing address as described above or at such other places as Member(s) from time to time select

1.5. **TERM.** The term of the Company commenced on the date of its formation and will continue indefinitely unless sooner terminated as provided in this Agreement.

1.6. **THE MEMBERS.** The Members' names and addresses are contained in **EXHIBIT A** attached to this Agreement.

1.7. **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company, through the issuance of new interest in the Company, without the prior unanimous written consent of the Member(s).

ARTICLE 2 Capital Contribution and Grant of Units

2.1. **INITIAL CONTRIBUTIONS.** The Class A Members initially will contribute to the Company as described in **EXHIBIT B** attached to this Agreement.

2.2. **GRANT OF UNITS.** The Class B, C and D Members shall be granted Units without any consideration paid, or any Capital Contribution made or deemed made, other than the continuing rendering of services by Class B, C and D Member to the Company.

2.3. **ADDITIONAL CONTRIBUTIONS.** No Member will be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.4. **NO INTEREST ON CAPITAL CONTRIBUTIONS.** Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

2.5. **CLASSIFICATION OF MEMBERSHIP UNITS INTEREST.** The Company is hereby authorized to and does issue units ("Units") in exchange for each Member's Capital Contribution in the amount as set forth on **EXHIBIT B**, or without any consideration paid in exchange for Duties or Services rendered. The Units shall be divided into four classes: (i) Class A Units, (ii) Class B Units, (iii) Class C Units, and (iv) Class D Units.

2.5.1. **Class A Units:** Shall have all powers, privileges and restrictions allowed under the Act including, but not limited, to voting rights and participation in all gains and losses of the Company. The Class A Units shall entitle the holder to one vote per Unit on any matters which Class A Members may vote. In the event that the Class A Members are unable to reach a unanimous decision on a matter requiring Member approval, Class B Members shall be granted the right to vote solely for the purpose of resolving such disagreement.

2.5.2. **Class B Units:** Shall be entitled to receive distributions from the Company profit interest only. Class B Members shall have the right to vote only in the event of a disagreement among the Class A Members regarding a given decision.

2.5.3. **Class C Units:** Shall be entitled to receive distributions from the Company profit interest only.

2.5.4. **Class D Units:** Shall be entitled to receive distributions from the Company profit interest only.

2.6. For purposes of this Agreement the following words and phrases, where they appear throughout this Agreement, shall have the meanings set forth below:
(i) Class A Members. "Class A Members" means the Members holding Class A Units as reflected on Exhibit B, as updated from time to time.
(ii) Class B Members. "Class B Members" means the Members holding Class B Units as reflected on Exhibit B, as updated from time to time.
(iii) Class C Members. "Class C Members" means the Members holding Class C Units as reflected on Exhibit B, as updated from time to time.
(iv) Class D Members. "Class D Members" means the Members holding Class D Units as reflected on Exhibit B, as updated from time to time.

2.3 Class Members.
(i) CLASS A MEMBERS: LOUIS S TELVI; EDDIE ECHEVARIA
(ii) CLASS B MEMBERS: LANDON GALLAGHER; RICARDO CORREA GARCIA; LEON LAMLE; ALTERNATE SOLUTIONS LLC; CONSULTING GROUP FH, LLC; TERRANOVA LLC
(iii) CLASS C MEMBERS
(iv) CLASS D MEMBERS: REYES CONTRACTOR GROUP INC.

P3A Document Portal vpares@camara.pr.gov 10/1/2026 12:51:22 PM 207.150.251.143 Osana Suarez Martinez Camara

ARTICLE 3 Tax Status, Profits, Losses and Distributions

3.1. **TAX STATUS.** Unless otherwise approved by all the Members, the company shall be taxed, for Puerto Rico, as well as US tax purposes, **as a Corporation**, and the Members shall make (or refrain from making) all such elections, filings, and other actions as necessary to maintain such tax status.

3.2. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits, or net losses will be determined on an annual basis and will be allocated to Class A Units, Class B Units, Class C Units and Class D Units, in proportion to their corresponding capital interest in the Company, as determined by the Members in **EXHIBIT B**.

3.3. **DISTRIBUTIONS.** The Members will determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, will mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest will be made in accordance with the positive capital account balances. To the extent a Member will have a negative capital account balance, there will be a qualified income offset.

3.4. **NO RIGHT TO DEMAND RETURN OF CAPITAL.** No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company. Except for all members who have made initial capital contributions.

ARTICLE 4 Indemnification

4.1. The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Member of the Company, Administrator, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, will not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

ARTICLE 5 Management

5.1. MANAGEMENT OF THE BUSINESS.

5.1.1. Except as otherwise expressly provided in this Agreement, the management and business affairs of the Company shall be vested exclusively in the Class A Members.

5.1.2. A may designate an Administrator for the management and operation of the Company to carry out the day to day activities of the Company. The role of the Administrator will be performed by the President and/or Chief Executive Officer, as designated by the Members. The Administrator is hereby authorized to execute and deliver on behalf of the Company any and all documents, contracts, certificates, agreements and instruments, and to take any action and to do anything and everything the Administrator deems necessary or appropriate for and on behalf of the Company in furtherance of the purposes of the Company set forth herein.

5.1.3. In furtherance, and not in limitation, of the foregoing (but subject to the terms of this Agreement, including Section 5.1.4), the Administrator is hereby authorized to do the following on behalf of the Company:

(i) Delegate any of its powers to any Person designated by the Administrator;

(ii) Authorize or approve all actions with respect to distribution of funds and assets in kind of the Company, borrowing funds, executing, modifying or pre-paying contracts, bonds, guaranties, notes, security agreements, deed of trust, mortgages, leases and all other instruments to effect the purposes of the Company; and otherwise execute any and all instruments and perform any acts it determines to be necessary or advisable to carry out the purposes of the Company;

(iii) Make any and all expenditures which the Administrator in its discretion deems necessary or appropriate in connection with the management of the affairs of the Company, including all legal, accounting and other expenses incurred in connection with the organization, financing and operation of the company or any Related Entity; and compromise, arbitrate or otherwise adjust claims in favor of or against the Company or any assets of the Company; and execute, acknowledge and deliver any and all instruments to effect any and all of the foregoing;

(iv) Enter into, execute and perform contracts, agreements and any and all such other documents and instruments;

(v) Purchase goods or services form any Person whether or not such Person is an Affiliate of any of the Members;

(vi) Establish the Company's office at such places as may be appropriate, hire Company employees and consultants, engage counsel and otherwise arrange for the facilities and personnel necessary to conduct the business of the Company; and,

(vii) Establish one or more bank accounts with any institution, and to sign checks drawn on and to effect wire transfers with respect to such accounts.

5.1.4. Documents to be executed on behalf of the Company may be executed by the Administrator, by any individual who is a Manager or authorized representative of the Administrator, or a Manager or authorized representative of any Member.

5.1.5. **Limitations on Authority.** Notwithstanding anything to the contrary in this Agreement, the Administrator may not, without the prior approval of the Members take any of the following actions:

(i) Any transaction which may disproportionately affect the interest of the Class C and D Units;

(ii) Any merger, reorganization or consolidation of the Company into or with any Person;

(iii) Any transaction between the Company and any Manager, Member or any Related Entity for consideration that is less than arm' length or in which one or more Members are treated dissimilarly than another Member;

(iv) Dissolve the Company; or

(v) Take any action for which this Agreement expressly requires the approval of the Members.

5.2. **DECISIONS BY MEMBERS.** Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action will mean a Majority of the Members.

5.3. **WITHDRAWAL BY A MEMBER.** A Member has no power to withdraw from the Company, except as otherwise provided in Article 8.

ARTICLE 6 Compensation

6.1. **ORGANIZATIONAL EXPENSES.** All expenses incurred in connection with the organization of the Company will be paid by the Company.

6.2. **MANAGEMENT FEE.** Any Member rendering services to the Company will be entitled to compensation commensurate with the value of such services.

6.3. **LEGAL AND ACCOUNTING SERVICES.** The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

ARTICLE 7 Bookkeeping

7.1. **BOOKS.** The Members will maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books will be kept on a cash method of accounting until the Members select otherwise.

7.2. **ACCOUNTING PERIOD.** The Company's accounting period will close on December 31st.

7.3. **CAPITAL ACCOUNTS.** The Company will maintain a Capital Account and a Distribution Account for each Member. Each Member's capital account will consist of his initial capital contribution increased by:

(a) Any additional capital contribution made by him/her;
(b) Credit balance transferred from his distribution account to his capital account; and decreased by:
(c) Distributions to him/her in reduction of Company capital; and,
(d) The Member's share of Company losses if charged to his/her capital account.

7.4. **REPORTS.** The Members will close the books of account after the close of each calendar year and will prepare and send to each Member a statement of such Member's distributive share of income and expense.

7.5. **BANKING.** All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

ARTICLE 8 Transfers

8.1. **SALE OR ENCUMBRANCE PROHIBITED.** Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell,

convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2. **RIGHT OF FIRST REFUSAL.** Notwithstanding Article 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1. The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2. For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3. Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4. If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Article 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period described above, then the provisions of Article 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5. Notwithstanding the foregoing provisions of Article 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Article 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3. **SUBSTITUTED PARTIES.** Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal or Puerto Rico income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4. **DEATH, INCOMPETENCY, OR BANKRUPTCY OF MEMBER.** On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Article 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Article 8.3.

8.4.1. Any transfer of Economic Rights pursuant to Article 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the

transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5. **DEATH BUY-OUT.** Notwithstanding the foregoing provision of Article 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Article 8.5.

8.5.1. The value of each Member's Interest in the Company shall be determined based on the fair market value as of the date of the Member's death, and such value shall be recorded on Exhibit C, which is attached to and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The Members will use their best efforts to endorse those values on **EXHIBIT C**. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Article 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2. If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and

the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Article 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3. Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Article 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4. At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

(1) $1,000.00 in cash, bank cashier's check, or certified funds; and,

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased

Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5. At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6. On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then existing Ownership Interests.

ARTICLE 9 Dissolution and Winding Up of the Company

9.1. **DISSOLUTION.** The Company will be dissolved on the happening of any of the following events:

9.1.1. Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2. The agreement of all of the Members;

9.1.3. By operation of law; or,

9.1.4. The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a

Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 180 days after the date of the event, elect to continue the business of the Company.

9.2. **WINDING UP.** On the dissolution of the Company (if the Company is not continued as provided in Article 9.1), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Article 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1. To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2. To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3. To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Article 9.2.2.

ARTICLE 10 Administrators

10.1. **THE PRESIDENT.** Unless the Members otherwise provide, the President will be the chief executive officer of the Company with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a company and he will carry into effect all directions and resolutions of the Members. The President will preside at all meetings of the Members. The President may execute all bonds, notes, debentures, mortgages, and other instruments for and in the name of the

Company, and may cause the company seal to be affixed thereto. Unless the Member(s) otherwise provides, the President, or any person designated in writing by him, will have full power and authority on behalf of the Company (i) to attend and to vote or take action at any meeting of the holders of securities of corporations in which the Company may hold securities, and at such meetings will possess and may exercise any and all rights and powers incident to being a holder of such securities and which as the holder thereof the Company may have possessed and exercised if present, and (ii) to execute and deliver waivers of notice and proxies for and in the name of the Company with respect to any such securities held by the Company. He/she will, unless the Members otherwise provide, be ex officio a member of all standing committees. He/she will have such other or further duties and authority as may be prescribed elsewhere in this Agreement or from time to time by the Members. The President and the Chief Executive Officer (CEO) shall be separate and distinct individuals, each appointed by the Class A Members.

10.2. **VICE PRESIDENT.** In the absence of the President or in the event of his disability, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Members, or in the absence of any designation, then in the order of their election) will perform the duties and exercise the powers of the President, and will perform such other duties as the Members may from time to time prescribe.

10.3. **SECRETARY AND ASSISTANT SECRETARIES.** The Secretary may attend all sessions of the Members and will record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Company to be kept for that purpose. He/she will perform like duties for the executive and other standing committees when requested by the Members or any such committee to do so. It will be the principal responsibility of the Secretary to give, or cause to be given, notice of all meetings of the Members, but this will not lessen the authority of others to give such notice as is authorized elsewhere in this Operating Agreement. The Secretary will see that all books, records, lists and information, or duplicates, required to be maintained in the Commonwealth of Puerto Rico, or elsewhere, are so maintained. The Secretary will keep in safe custody the seal of the Company and will have authority to affix the seal to any instrument requiring it, and when so affixed, he/she will attest the seal by his signature. The Members may give general authority to any other officer to affix the seal of the Company and to attest the affixing by his signature. The Secretary will perform such other duties and have such other authority as may be

prescribed elsewhere in this Agreement or from time to time by the Members of the Company, under whose direct supervision he/she will be. In the absence of the Secretary or in the event of his/her disability, inability or refusal to act, the Assistant Secretary (or in the event there be more than one Assistant Secretary, the Assistant Secretaries in the order designated by the Members, or in the absence of any designation, then in the order of their election) may perform the duties and exercise the powers of the Secretary, and will perform such other duties as the Members may from time to time prescribe.

10.4. **THE TREASURER AND ASSISTANT TREASURERS.** The Treasurer will have responsibility for the safekeeping of the funds and securities of the Company, will keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Company and will keep, or cause to be kept, all other books of account and accounting records of the Company. He will deposit or cause to be deposited 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 Members or by any officer of the Company of whom such authority has been granted by the Members. He/she will disburse, or permit to be disbursed, the funds of the Company as may be ordered, or authorized generally, by the Members, and will render to the Members, whenever they may require it, an account of all his/her transactions as Treasurer and of those under his jurisdiction, and of the financial condition of the Company. He/she will perform such other duties and will have such other responsibility and authority as may be prescribed elsewhere in this Operating Agreement or from time to time by the Members. He/she will have the general duties, powers and responsibility of a Treasurer of a company. If required by the Members, he/she will give the Company a bond in the sum and with one or more sureties satisfactory to the Members, for the faithful performance of the duties of his/her office, and for the restoration to the Company, in the case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control which belong to the Company. In the absence of the Treasurer or in the event of his/her disability, inability, or refusal to act, the Assistant Treasurer (or in the event there be more than one Assistant Treasurer, the Assistant Treasurers in the order designated by the Members, or in the absence of any designation, then in the order of their election) may perform the duties and exercise the powers of the Treasurer, and will perform such other

duties and have such other authority as the Members may from time to time prescribe.

ARTICLE 11 General Provisions

11.1. **AMENDMENTS.** Amendments to this Agreement may be proposed only by a Class A Member. A proposed amendment shall only be adopted and become effective upon the written approval of a majority of the Class A Members.

11.2. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the Commonwealth of Puerto Rico (without regard to principles of conflicts of law).

11.3. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. There are no agreements, understandings, restrictions, representations, or warranties between the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

11.4. **ATTORNEY FEES.** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

11.5. **FURTHER EFFECT.** The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

11.6. **SEVERABILITY.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

11.7. **CAPTIONS.** The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

11.8. **NOTICES.** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

ARTICLE 12 – Strategic Participation of Enchanted Rock

12.1 **STRATEGIC PARTICIPATION OF ENCHANTED ROCK** Enchanted Rock, LLC ("Enchanted Rock") confirms its role as a strategic advisor to the Joint Venture (JV) structure formed to support the execution of the Emergency Temporary Power Generation Puerto Rico project (RFP 3PPO-0314-20-TPG), awarded to Power Expectations LLC by Genera PR. Enchanted Rock's involvement includes both strategic advisory and assistance in bonding as set forth in Section

12.2 It is expressly agreed that with respect to such advisory services, Enchanted Rock shall have no liability to the Company, its Members or the JV whatsoever, and that such advisory services are provided AS-IS and without any warranty whatsoever.. Enchanted Rock will, under a separate agreement, and in order to contribute to the financial strength and creditworthiness of the Joint Venture, provide project management services which includes assisting in the establishment of a centralized Program Management Office (PMO) to provide governance, transparency, and project control as set forth in Section 12.4 below.

12.3 **SUPPORT FOR BONDING OBLIGATIONS**. Enchanted Rock, while not acting as the direct or indirect bonding principal, Enchanted Rock's advisory assistance is intended to contribute to the financial strength and creditworthiness of the Joint Venture.

In addition to supporting the identification and engagement of a third-party surety, Enchanted Rock will attempt to facilitate access to bonding entities and may offer alternative financial support instruments—such as corporate guarantees, indemnity agreements, or other underwriting-enhancing tools—subject to internal risk review and alignment with underwriting standards.

12.3 **CONTINGENT NATURE OF COMMITMENT**. This support is to be understood as a non-binding expression of intent, subject to:

- Final approval by surety providers;
- Execution of definitive JV and project agreements;
- Enchanted Rock's internal risk validation processes.

12.4 **PROJECT MANAGEMENT SCOPE AND COOPERATION**. The following is intended to provide a summary of project management services Enchanted Rock will provide to the company or JV under a separate agreement. The project management services are contingent on Enchanted Rock being awarded 400MW of new ERT500 generation production for the Emergency Temporary Power Generation Puerto Rico project (RFP 3PPO-0314-20-TPG).

PROGRAM MANAGEMENT OFFICE STRUCTURE

- Development of centralized governance, reporting, and control processes.
- Risk management, financial oversight, and project controls.
- Integration of Owner, EPC, OEM, and other 3rd party contractors under one cohesive execution framework.

PROGRAM MANAGEMENT SUPPORT

Project Initiation

- Charter development
- Scope definition and alignment with key stakeholders
- Budget development and milestone planning

Project Planning

- Work Breakdown Structure development
- Detailed project scheduling (MS Project / OnePlan)
- Resource planning and logistics coordination

Project Execution

- Coordination of all contractors and vendors
- Site management support
- Progress tracking and KPI management
- Change order management

Project Monitoring & Control

- Reporting dashboards for schedule, cost and risk
- Regular stakeholder and executive reporting

Project Closeout

- Final inspections, testing & commissioning oversight
- Documentation turnover includes Databook and As-Built Drawings
- Lessons learned post-project reviews

PROGRAM OVERSIGHT DELIVERABLES:

- Monthly Executive Summary Reports
- Integrated Master Schedule Updates
- Cost Control Reports & Forecasting
- Risk Register Maintenance & Mitigation Planning
- Interface Management (Owner / EPC / Vendors)
- Performance Audits and Continuous Improvement Initiatives
- Weekly Progress Meetings / Reports

Fee Structure for project management services:

Description	Monthly Fee	Notes
Program & Project Management Services	$1,000,000/month from contract closing through July 31, 2025; $500,000/month thereafter	Fixed Fee, inclusive of labor, systems, and PMO overhead

12.5 Enchanted Rock ("Enchanted Rock") does not hold or claim any Class A, B, C, or D membership interest in the Company. Enchanted Rock's participation in the Joint Venture is limited to its strategic and financial advisory roles as described in Article 12, and it shall not be considered a Member for any purpose whatsoever, whether for purposes of voting rights, ownership interest, capital contributions, or profit/loss distribution, or otherwise, unless otherwise expressly agreed in writing by Enchanted Rock and all Members through a formal amendment to this Agreement.

ARTICLE 13 Joint Venture Structure and Roles

13.1 **PURPOSE OF THE JOINT VENTURE**. This Joint Venture is formed for the exclusive purpose of executing the scope of services anticipated to be awarded under the contract granted to Power Expectation LLC ("Power Expectation") by Genera PR, under RFP 3PPO-0314-20-TPG – Emergency Temporary Power Generation – Puerto Rico (the "Project"). The objective of the Project is to address and mitigate the energy emergency affecting Puerto Rico's electrical infrastructure.

13.2 **DESIGNATION OF MANAGING AND STRATEGIC PARTNERS**. The Members agree to the following structure and delineation of roles within the Joint Venture:

Power Expectation LLC shall serve as the Managing Member and Principal Contractor, holding the primary contractual relationship with Genera PR. Power Expectation shall be responsible for the overall management, coordination, compliance, and execution of the Project in accordance with all

applicable laws and contractual obligations.

Reyes Contractor Group Inc. ("Reyes") shall serve as the Development and Operational Partner, providing its expertise in on-the-ground execution, local permitting, project development, construction coordination, and related operational matters. Reyes shall not assume any bonding or financial guarantee responsibilities, as explicitly stated in the bonding commitment documentation.

Enchanted Rock's role includes providing advisory services in support of the deployment of distributed energy infrastructure and contributing to project governance through the Program Management Office (PMO). Additionally, it may assist in securing a qualified bonding principal and may offer financial backstop support such as corporate guarantees or indemnity instruments subject to internal risk review and final underwriting approval. However, Enchanted Rock is not a member, joint venturer, partner or participant in the JV.

Consulting Group FH, LLC (Consulting") Provides legal support and guidance for the Joint Venture established under the Emergency Temporary Power Generation Project in Puerto Rico. It is responsible for managing all contractual matters, ensuring regulatory compliance with Puerto Rico and federal laws, assessing legal and operational risks, overseeing any potential litigation, and safeguarding intellectual property and confidentiality agreements. The Legal Division ensures that all actions taken by the Joint Venture and its Members are legally sound and consistent with the requirements of the RFP, bonding instruments, and applicable industry regulations.

Alternate Solutions, LLC ("Alternate") Manages brand awareness, advertising, digital marketing, stakeholder engagement, and market research related to the participation in the Emergency Temporary Power Generation Project.

Louis S Telvi ("Louis") Manages the company's governmental and regulatory relationships. Ensures compliance with public policy and promotes legislative initiatives aligned with the company's mission.

Eddie Echevaria ("Eddie") Responsible for the overall strategic direction of the company, leading high-level decision-making, investor relations, and executive

oversight. Directs all major business operations.

Terranova, LLC ("Terranova") Advises organizations on selecting and evaluating locations for new development, expansion, or relocation projects. Their role combines strategic planning, market analysis, and logistical assessment to ensure optimal site selection that aligns with business goals.

Ricardo Correa Garcia ("Ricardo") Leads financial planning, budgeting, risk analysis, and capital management. Oversees accounting operations and ensures the financial health and sustainability of the organization.

Leon Lamle ("Leon") Responsible for technological strategy and innovation. Directs the development and implementation of critical systems, platforms, and technology infrastructure.

Landon Gallagher("Landon") Manages the company's daily operational functions, ensuring efficient workflow, logistics, and project execution. Focuses on aligning operations with company objectives and performance standards.

13.4 **MUTUAL COOPERATION**. All parties agree to act in good faith and in full cooperation to fulfill the purpose of the Joint Venture. Each party shall execute any additional documents or agreements reasonably necessary to implement and uphold the structure and commitments outlined in this Article.

[SIGNATURE PAGE FOLLOWS]

Power Expectations, LLC
Louis S Telvi
Member

Consulting Group FH, LLC
Member

Eddie Echevaria
Member

Landon Gallagher
Member

Leon Lamle
Member

Ricardo Correa Garcia
Member

Reyes Contractor Group Inc
Member

Alternate Solutions LLC
Member

Terranova. LLC
Member

Schedule A

MEMBERS

MEMBER	ADDRESS
Louis S Telvi	B348 Pontezuela Ave. Urb. Vistamar, Carolina, Puerto Rico 00983
Eddie Echevaria	Mar del Japon #17 Carolina, Puerto Rico 00979
Consulting Group FH, LLC	Banco Cooperativo 805 Hato Rey, San Juan Puerto Rico 00918
Reyes Contractor Group Inc	66 Calle Carazo Guaynabo PR, 00969
Terranova LLC	Urb. Sans Souci R-9 Calle 2, Bayamon 00957
Landon Gallagher	13230 Ballantyne Corporate Pl Charlotte, NC 28227 Apt 408 United States
Ricardo Correa Garcia	PO Box 4983 Carolina PR 00984
Leon Lamle	3825 sw Wycoff Street Port St. Lucie, Florida, 34953
Alternate Solutions LLC	Ave. Wiston Churchill 176 Crown Hills San Juan, PR 00926

Schedule B

CLASS A MEMBERS

MEMBER'S CAPITAL CONTRIBUTIONS; PERCENTAGE INTERESTS

Member	Initial Capital Contribution	Percentage Interests
Louis S. Telvi	$345.00	34.5%
Eddie Echevaria	$345.00	34.5%
TOTAL	**$690.00**	**69/100%**

CLASS B MEMBERS

Member	Initial Capital Contribution	Percentage Interests
Landon Gallagher	$50.00	5%
Ricardo Correa Garcia	$50.00	5%
Leon Lamle	$50.00	5%
Alternate Solutions LLC	$50.00	5%
Consulting Group FH, LLC	$50.00	5%
Terranova, LLC	$50.00	5%
TOTAL	**$300.00**	**30%**

P3A Document Portal vpares@camara.pr.gov 10/1/2026 12:51:22 PM 207.150.251.143 Osana Suarez Martinez Camara

CLASS C MEMBER

INITIAL OFFICERS

Member	Initial Capital Contribution	Percentage Interests
TOTAL		

CLASS D MEMBERS

Member	Initial Capital Contribution	Percentage Interests
Reyes Contractor Group Inc	$10.00	1%
TOTAL	**$10.00**	**1%**

INITIAL OFFICERS AND ADVISORS

Officers	Position
Eddie Echevaria	Chief Executive Officer
Louis S Telvi	Chief of Government Affairs
Ricardo Correa Garcia	Chief Financial Officer
Leon Lamle	Chief Technology Officer
Landon Gallagher	Director of Operations
Consulting Group FH, LLC	Legal Division
Enchanted Rock	Strategic Services Advisor
Reyes Contractor Group Inc	Construction Operation and Management
Alternate Solutions, LLC	Marketing Division
Terranova, LLC	Site Consultant

P3A Document Portal vpares@camara.pr.gov 10/1/2026 12:51:22 PM 207.150.251.143 Osana Suarez Martinez Camara

REYES CONTRACTOR GROUP INC

Name	Telephone	Email	Officer	Director	Member	Partner
Denys Reyes	(787)216-4006	reyescontractorgroup@gamil.com	☐	☐	☒	☐

P3A Document Portal
vpares@camara.pr.gov
10/1/2026 12:51:22 PM
207.150.251.143
Osana Suarez Martinez
Camara

TERRANOVA, LLC

Name	Telephone	Email	Officer	Director	Member	Partner
Gabriela Santiago	(787)506-5503		☐	☐	☒	☐

ALTERNATE SOLUTIONS LLC

Name	Telephone	Email	Officer	Director	Member	Partner
Noelia Collazo	(787)513-0201	admin@alternatesolutiospr.org	☐	☐	☒	☐

P3A Document Portal vpares@camara.pr.gov 10/1/2026 12:51:22 PM 207.150.251.143 Osana Suarez Martinez Camara

CONSULTING GROUP FH, LLC

Name	Telephone	Email	Officer	Director	Member	Partner
Manuel Martin	(787)203-5002	consultinggroupgh@gmail.com	☐	☐	☒	☐

EDDIE ECHEVARIA

Name	Telephone	Email	Officer	Director	Member	Partner
Eddie Echevaria	(561)827-8405	Eddie2774@icloud.com	☐	☐	☒	☐

P3A Document Portal vpares@camara.pr.gov 10/1/2026 12:51:22 PM 207.150.251.143 Osana Suarez Martinez Camara

POWER EXPECTATIONS LLC

Name	Telephone	Email	Officer	Director	Member	Partner
Louis S. Telvi	(718)986-3212	loutelvi@yahoo.com	☐	☐	☒	☐

P3A Document Portal
vpares@camara.pr.gov
10/1/2026 12:51:22 PM
207.150.251.143
Osana Suarez Martinez
Camara

LEON LAMLE

Name	Telephone	Email	Officer	Director	Member	Partner
Leon Lamle	(646)384-9614	llamle@gmail.com	☐	☐	☒	☐

P3A Document Portal vpares@camara.pr.gov 10/1/2026 12:51:22 PM 207.150.251.143 Osana Suarez Martinez Camara

LANDON GALLAGHER

Name	Telephone	Email	Officer	Director	Member	Partner
Landon Gallagher	(910)916-1075	lgallagher@powerexpectations.com	☐	☐	☒	☐

RICARDO CORREA GARCIA

Name	Telephone	Email	Officer	Director	Member	Partner
Ricardo Correa Garcia	(787)505-8010	correagarcia@yahoo.com	☐	☐	☒	☐

P3A Document Portal vpares@camara.pr.gov 10/1/2026 12:51:22 PM 207.150.251.143 Osana Suarez Martinez Camara