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OMB No. 1124-0006; Expires October 31, 2026

**U.S. Department of Justice**
Washington, DC 20530

# Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Investe Piaui LLC

2. Registration Number
7716

3. Primary Address of Registrant
1285 Elm Street, CONCORD, MA 01742

4. Name of Foreign Principal
Agencia de Atracao de Investimentos Estrategicos do Piaui SA

5. Address of Foreign Principal
AV MIGUEL ROSA 2932
TERESINA, PIAUI
BRAZIL 64000480

6. Country/Region Represented
BRAZIL

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.



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9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Serves as the official investment promotion and economic development agency of the State of Piaui, Brazil: facilitating infrastructure and logistics developments projects, promoting renewable energy, agribusiness, industrial and technology sectors. Structuring and admnistering State economic incentive programs, including voucher-based mechanisms. Supporting export promotion and trade development. Establishing institutional partnerships with universities, research centers, and innovation ecosystems.

b) Is this foreign principal:

| | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes ☒ No ☐ |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes ☒ No ☐ |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes ☒ No ☐ |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes ☒ No ☐ |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes ☒ No ☐ |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes ☒ No ☐ |

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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## EXECUTION

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

| Date | Printed Name | | Signature |
|---|---|---|---|
| 04/15/2026 | THAIS MELO DE SOUSA LIGO | Sign | /s/THAIS MELO DE SOUSA LIGO |
| | | Sign | |
| | | Sign | |
| | | Sign | |

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| Date | Printed Name | Signature |
|---|---|---|
| 04/10/2026 | THAIS MELO DE SOUSA LIGO | |
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# Appendix
# Response to Item 11

**Item 11: Explain fully all items answered "Yes" in Item 10(b).**

Item 10(b) Supervised: Article 1 of the Statute, Investe Piauí is explicitly linked to the State Secretary of Finance of the State of Piauí.

Item 10(b) Owned: Article 1 and Article 6 state that the company is under the shareholding control of the State of Piauí, which is reserved the minimum voting capital necessary to maintain such control.
Investe Piauí S/A is a semi-public corporation (Sociedade de Economia Mista) organized under Brazilian law and is under the shareholding control of the State of Piauí. The company's capital social is R$ 1,005,000.00, which is divided into 1,005,000 ordinary and nominative shares. According to Article 6 of the Statute, the State of Piauí is reserved, in any hypothesis, the minimum participation in the voting capital necessary to maintain shareholding control. This article further guarantees that the State of Piauí shall maintain this controlling situation in all share issuances.

Item 10(b) Directed: Strategic orientation is fixed by the Board of Directors (Conselho de Administração). Since the State of Piauí holds the majority of voting rights in the General Meeting, it effectively elects the members of the Board, who, in turn, appoint the Executive Board.

Item 10(b) Controlled: Article 6 explicitly guarantees that the State of Piauí maintains the shareholding control of the company in all circumstances.

Item 10(b) Financed: The company is authorised to manage financial resources destined for it by the State (public resources) and to receive subventions and transfers.

Item 10(b) Subsidized: Article 3, VIII of the Statute expressly authorises the company to receive donations, subventions, supports, and technology transfers from public entities.

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**U.S. Department of Justice**

Washington, DC 20530

# Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| 1. Name of Registrant | 2. Registration Number |
|---|---|
| Investe Piaui LLC | 7716 |

3. Name of Foreign Principal

Agencia de Atracao de Investimentos Estrategicos do Piaui SA

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 11/18/2025

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

the operating agreement is the contract between Investe Piaui LLC (the registrant) and Agencia de Atracao de Investimentos Estrategicos do Piaui SA (foreign principal) where foreign principal serves as the sole member of the registrant and which outlines their rights and duties.



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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.[1]

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|---|---|---|---|

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12. During the period beginning 60 days prior to the obligation to register[3] to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---|---|---|---|

13. During the period beginning 60 days prior to the obligation to register[4] to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date | Recipient | Purpose | Amount/Thing of Value |
|---|---|---|---|

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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## EXECUTION

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

| Date | Printed Name | | Signature |
|---|---|---|---|
| 04/15/2026 | THAIS MELO DE SOUSA LIGO | Sign | /s/THAIS MELO DE SOUSA LIGO |
| | | Sign | |
| | | Sign | |
| | | Sign | |

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

| Date | Printed Name | Signature |
|---|---|---|
| 04/10/2026 | THAIS MELO DE SOUSA LIGO | |
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# Appendix
# Response to Item 9

**Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.**

Investment promotion and economic development representation in the United States
Facilitation of bilateral business partnerships
Support of international trade initiatives
Development of strategic relationships with U.S.-based companies, investors, universities, and research institutions
Coordination of innovation, technology, renewable energy, and infrastructure projects
Support for state-sponsored incentive mechanisms, including voucher-based economic development programs
Development and promotion of educational exchange initiatives and institutional cooperation agreements

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**Operating Agreement of Investe Piaui LLC**

**A Massachusetts Limited Liability Company**

**THIS OPERATING AGREEMENT OF INVESTE PIAUI LLC** (the "Agreement") is made as of this 18th day of November 2025, by Agencia De Atracao De Investimentos Estrategicos Do Piaui S/A, the "Member" identified in Schedule A hereto attached.

**RECITALS:**

Investe Piaui LLC (the "Company") has been formed as a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act").

The Member desires to enter into this Agreement in order to govern the affairs of the Company and set forth its rights, obligations and understandings with respect to the Company. Thus, starting on the date of its execution, this Agreement shall govern the affairs of the Company and set forth the Member's rights, obligations and understandings with respect to the Company.

**NOW, THEREFORE,** in consideration of the covenants herein contained, the Member, intending to be legally bound hereby, determines as follows:

**ARTICLE I**

**ORGANIZATION**

**1.1 Organization; Qualification.** The Company has been formed under the Act through the filing of its Certificate of Organization with the Massachusetts Secretary of the Commonwealth. The Member shall take all actions required by law to perfect and maintain the Company as a limited liability company under the Act and under the laws of all other jurisdictions in which the Company may elect to conduct business.

**1.2 Member and Corresponding Capital Contribution.** The name, address and capital contribution (the "Capital Contribution") of the Member are set forth on Schedule A.

**1.3 Admission of New Members.** Additional members may only be admitted to the Company by approval of the Member, or as otherwise provided in this Agreement.

**1.4 Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Massachusetts, including the Act as amended from time to time, without regard to Massachusetts's conflicts of laws principles. The rights and liabilities of the Sole Member shall be determined pursuant to the Act and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

**1.5 Name.** The name of the Company shall be Investe Piaui LLC.

**1.6 Duration.** The duration of the Company shall be perpetual, unless (a) The Member resolves to dissolve it; or (b) an event of dissolution under the Act occurs.

**1.7 Office and Agent.** The address of the registered office of the Company in the State of Massachusetts is located at One Broadway, 14th Floor, Cambridge, Massachusetts, Zip Code 02142.



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The name of the registered agent at that address is Thais Melo de Sousa Ligo. The principal office of the Company shall be located at One Broadway, 14th Floor, Cambridge, Massachusetts, Zip Code 02142. The Member may make such changes in the registered office, registered agent and principal office as it may deem advisable. The Company may maintain such other or additional business offices at such other place or places as the Member may from time to time deem advisable.

**1.8 Purpose of Company.** The purpose of the Company is to engage in lawful activities that are consistent with the corporate object and purpose of the Member, as defined in its Statute, including, but not limited to: (a) acting as a platform for promoting investment, innovation, and international collaboration between the State of Piauí, Brazil, and the United States; (b) supporting the internationalization of companies and startups by facilitating market access; (c) developing and managing academic, cultural, and professional exchange programs through partnerships with educational institutions, research centers, and technology clusters; and (d) fostering bilateral trade relations and providing operational support for entrepreneurship and economic development initiatives.

## ARTICLE II

## MEMBERSHIP INTERESTS AND VOTING

**2.1 Members.** The Member of the Company is the Member who is identified in Schedule A.

**2.2 Percentage Interest and Allocations of Profit and Losses.** Each Member's interest in the Company shall be expressed as a percentage equal to the ratio on any date of such Member's Capital Account on such date to the aggregate Capital Accounts of all Member's on such date, such Capital Account to be determined after giving effect to all periods ending on or prior to such date (as to any Member, its "Percentage Interest"). The Members shall have the initial Percentage Interest that are identified in Schedule A, immediately following the making of the capital contributions by the Members set forth therein. The Company's profits and losses shall be allocated in accordance with the Percentage Interests of the Members.

**2.3 Voting.** Voting rights shall be exercised in accordance with the Percentage Interest of each Member.

**2.4 Liability as Members.** All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

**2.5 New Members.** The Member may admit a new Member or Members, as the case may be, to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

**2.6 No Certificate.** The Company will not issue any certificates to evidence ownership



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of the membership interests.

## ARTICLE III

## CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

**3.1 Capital Contributions.** The Member shall make the Capital Contributions to the Company in accordance with Schedule A, being the initial capital contribution made at the time of Member's execution of this Agreement.

**3.2 Capital Accounts.** An account shall be established in the Company's books for each Member and transferee (each a "Capital Account") in accordance with the rules of Section 704 of the Internal Revenue Code of 1986 and Treasury Regulation Section 1.704-1(b)(2)(iv).

No Member shall be obligated to restore any negative balance in its Capital Account. No Member shall be compensated for any positive balance in its Capital Account except as otherwise expressly provided herein.

**3.3 Additional Capital Contributions.** If, at any time or times hereafter, the Member shall determine that additional capital is required by the Company (the "Additional Capital Contribution"), the Member shall determine the amount of such additional capital and the anticipated time such additional capital will be required. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any Additional Capital Contributions advances to the Company, unless such obligations are specifically accepted and agreed to by such Member.

The Capital Accounts of the Members, and the calculations that are based on the Capital Accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or Additional Capital Contributions.

## ARTICLE IV

## ALLOCATIONS AND DISTRIBUTIONS

**4.1 Allocations of Profits and Losses.** For financial accounting and tax purposes, the Company's net profits, or net losses will be determined on an annual basis. These profits and losses will be allocated to the Member as set forth in Section 4.2 below, as amended, and in accordance with Treasury Regulation 1.704-1.

The member will determine and distribute available funds annually or as it sees fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-l(b)(2)(ii)(b) (2). To the extent the Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-l(b)(2)(ii)(d).

**4.2 Distributions.** Subject to applicable law and any limitations elsewhere in this Agreement, the Members shall determine the amount and timing of all distributions of cash, or other assets, by the Company. Except as otherwise provided in this Agreement or as unanimously decided



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by the Members, all distributions shall be made to all of the Members, in proportion to their Percentage Interest. Except as otherwise provided in this Agreement or as unanimously decided by the Members, the decision as to whether to make distributions shall be within the sole discretion of the Members.

All such distributions shall be made only to the Members who, according to the books and records of the Company, are the holders of record on the actual date of distribution. The Members may base a determination that a distribution of cash may be made on a balance sheet, profit and loss statement, cash flow statement of the Company or other relevant information. Neither the Company nor the Members shall incur any liability for making distributions.

**4.3 Form of Distribution.** No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

**4.4 Liability for Distribution.** At the time a Member becomes entitled to a distribution such Member has the status of and is entitled to all remedies available to a creditor of the Company with respect to the distribution.

## ARTICLE V
## MANAGEMENT

**5.1 Manager-Managed.** The Member hereby appoints the person indicated below as manager of the Company (the "Manager"), upon whom the management of the Company shall be vested, subject to the conditions and limitations set forth in this Agreement:

| ***Name of Manager*** | ***Manager's Address*** |
|---|---|
| Thais Melo de Sousa Ligo | One Broadway, 14th Floor, Cambridge, Massachusetts, Zip Code 02142 |

**5.2 Authority; Powers and Duties of the Manager.** The Manager, whether jointly or individually, shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement, including, but not limited to, the following:

(a) purchase, repurchase, hold, sell (including short selling), loan, possess, transfer, mortgage, borrow, pledge, repledge, acquire, dispose of and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to, futures and cash equivalents and other instruments and investments;

(b) enter into swap agreements;

(c) lend and borrow money and cash equivalents on a secured or unsecured basis from



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banks, brokers, dealers, financial institutions or other persons;

(d) conduct margin accounts with brokers, dealers and other financial institutions;

(e) open, maintain and close bank, brokerage and custodial accounts;

(f) sign checks;

(g) pay or authorize the payment of distributions to the Member and of the liabilities of the Company (including tax liabilities and withholdings);

(h) exercise such powers as may be necessary or desirable to act as an investor, trader and arbitrageur;

(i) generally, to act for the Company in all matters incidental to the foregoing, including the preparation and filing of all Company tax returns and the making of such tax elections and determinations as appear to it appropriate; and

(j) invest from time to time in one or more investment vehicles for the investment of the Company's assets, to cause the Company from time to time to become a partner in such other partnerships, a member in such limited liability companies, a shareholder in such companies, a unit holder in such statutory trusts and to acquire indicia of ownership in such other entities as the Manager(s) may deem necessary or advisable and to establish or invest from time to time in such affiliates for the conduct of the business of the Company as the Manager(s) may deem necessary or advisable from time to time.

**5.3 Compensation; Reimbursement of Expenses.** The Managers of the Company may be paid a direct salary or other compensation for managing or supervising the affairs of the Company. Except as otherwise set forth in this Agreement, the Managers shall be fully and entirely reimbursed by the Company for any and all direct and indirect costs and expenses incurred in connection with the management and supervision of the Company's business. With respect to any such reimbursement, such Manager shall present the Company with such invoices as are necessary to substantiate such costs and expenses.

**5.4 Liability for Acts and Omissions of Managers.** The Managers shall not be liable, responsible or accountable in damages or otherwise to the Company or any of the Members for any act or omission performed or omitted in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority granted by this Agreement and in the best interests of the Company, but shall be so liable, responsible or accountable for fraud, gross negligence, intentional misconduct or any breach of their fiduciary duty with respect to such acts or omissions.

The Company shall indemnify the Managers (to the extent of available assets, but without the requirement that any Member make additional capital contributions for this purpose) against any loss or damage incurred by the Managers by reason of any act or omission performed or omitted by them (or their employees or agents) in good faith on behalf of the Company and in a manner reasonably believed by the Managers to be within the scope of the authority granted to them by this Agreement and in the best interests of the Company (but not, in any event, any loss or damage incurred by reason of fraud, gross negligence, intentional misconduct or breach of the Managers' fiduciary duty with respect to such act or omission).

The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member, an agent, a Manager or an officer of the Company against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as a Member, an agent, a Manager or an officer of the Company, whether or not the Company would have the power to indemnify such person against such liability under this Agreement



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or under applicable law.

## ARTICLE VI

## BOOKS AND RECORDS

**6.1 Books and Records.** The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. The Company shall maintain at its principal office all of its books, records and other documents in other than paper form, including in the form of any information storage device, method, or electronic networks or databases, as long as such form is capable of conversion into paper form within a reasonable time.

**6.2 Accountings.** The Member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-l(b)(2)(iv) and will consist of its initial capital contribution increased by (a) any additional capital contribution made by the Member; and (b) credit balances transferred from the Member's distribution account to its capital account; and decreased by: (c) distributions to the Member in reduction of Company capital; and (d) the Member's share of Company losses if charged to its capital account.

**6.3 Filings.** The Member, at the Company's expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Member, at the Company's expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Certificate of Organization and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand, to do so within a reasonable time period or refuses to do so, any Member may prepare, execute and file that document with the Massachusetts Secretary of the Commonwealth.

**6.4 Bank Accounts.** The Company shall maintain its funds in one or more separate bank accounts in the name of the Company and shall not permit the funds of the Company to be co-mingled in any fashion with the funds of any other person.

**6.5 Partnership Representative.** The Member may, in its exclusive discretion, appoint, remove and replace a Partnership Representative at any time or times. The Member shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Member generally, in accordance with Internal Revenue Code Section §6223.

## ARTICLE VII

## TRANSFER AND ASSIGNMENT OF INTERESTS

**7.1. Transfer.** The Member may transfer or assign its membership interests to a third-party ("New Member") at its own discretion.

**7.2. Disassociated Member; Succession.** Automatic disassociation of the Member from the Company shall be deemed to have occurred in the event of (a) the death of the Member,



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(b) the appointment of a guardian or conservator for the Member, (c) the entry of a judicial order that the Member is incapable of performing the Member's duties, or (d) in case of a Member that is a legal person, declaration of its bankruptcy or insolvency (the Member affected by (a), (b), (c) or (d) being referred to herein as "Disassociated Member"), and the Disassociated Member's estate or beneficiary or beneficiaries, as the case may be, shall automatically become members of the Company. The Company, or the Member, in its discretion, may purchase life or disability insurance for any of the Members, with the Company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the Disassociated Member's percentage interest may be purchased by the Company or the other Member(s), as the case may be.

## ARTICLE VIII

## DISSOLUTION, WINDING UP AND LIQUIDATION

**8.1. Dissolution, Winding Up and Liquidation.**

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 156C, §§ 1 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

## ARTICLE IX

## MISCELLANEOUS

**9.1. Amendments.** Amendments to this Agreement may be made only with the written consent of the Member.

**9.2. Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

**9.3. Entire Agreement.** This Agreement, together with the certificate of organization and all related schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and



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contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**9.4. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

**9.5. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express, or implied, is intended to or shall confer upon any other person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**9.6. Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction). Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in courts of the State of Massachusetts.

**9.7. Severability.** In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of the Member as of the date first above written.

Victor Hugo Saraiva De Almeida

**Agencia De Atracao De Investimentos Estrategicos Do Piaui S/A**
*Member*
By: Victor Hugo Saraiva De Almeida



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**SCHEDULE A**

**MEMBER, CAPITAL CONTRIBUTION AND PERCENTAGE INTEREST**

| Name | Initial Capital Contribution | Percentage Interest | Address |
|---|---|---|---|
| Agencia De Atracao De Investimentos Estrategicos Do Piaui S/A | US$ 1,000 (One thousand U.S dollars.) | 100% | Av Joao XXIII, 2715, Sao Cristovao, Teresina, Piaui, Brazil, 64049-970. |

Signature Dated

Victor Hugo Saraiva De Almeida mar. 30 2026 15:47 GMT-03:00

**Agencia De Atracao De Investimentos Estrategicos Do Piaui S/A**
*Member*
By: Victor Hugo Saraiva De Almeida



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