

Enclosure 1

CLAIMANT'S WAIVER

The undersigned, Omega Engineering LLC; Omega Engineering Inc.; and Mr. Oscar Iván Rivera Rivera, at 1521 Alton Road, # 878, Miami Beach, Florida, USA ("**Claimants**"), hereby expressly:

- (i) **CONSENT** to submit to arbitration before the International Centre for the Settlement of Investment Disputes any dispute arising out of or relating to Claimants' qualifying investments in the Republic of Panama as determined by the United States-Panama Bilateral Investment Treaty and the United States-Panama Trade Promotion Agreement (the "**TPA**");
- (ii) **WAIVE** any right to initiate or continue before any administrative tribunal or court under the law of any State, or dispute settlement procedures other than as described in (i) above, any proceeding with respect to any measure alleged to constitute a breach referred to in Article 10.16 of the TPA; and
- (iii) **RESERVE** its rights to initiate or continue actions that seek interim injunctive relief and does not involve the payment of monetary damages before a judicial or administrative tribunal, provided that such actions are brought for the sole purpose of preserving Claimants' rights and interests during the pendency of the arbitration, in strict accordance with Article 10.18.3 of the TPA.

Claimants further reaffirm that Counsel for Claimants, as established in Claimants' Request for Arbitration dated 30 November 2016, have the widest powers to represent Claimants before the International Centre for the Settlement of Investment Disputes.



OMEGA ENGINEERING, LLC

By: Oscar I. Rivera

Date: December 17, 2016



OMEGA ENGINEERING, INC.

By: Oscar I. Rivera

Date: December 17, 2016



OSCAR IVÁN RIVERA RIVERA

By: Oscar I. Rivera

Date: December 17, 2016

Enclosure 2



LexJuris

Puerto Rico

Ley Núm. 487 del año 2004

(Sustitutivo del Senado
al P. de la C. 4257), 2004, ley 487

Notas Importantes:

1. Esta ley es copia de la ley original cuando fue aprobada, no incluye enmiendas posteriores.
2. [Presione Aquí para ver la Ley Completa y Actualizada](#) (Socios Solamente)

Ley para enmendar la Ley Núm. 144 de 1995: Ley General de Corporaciones Ley Núm. 487 de 23 de septiembre de 2004

Para enmendar la Ley Núm. 144 de 10 de agosto de 1995, según enmendada, conocida como "Ley General de Corporaciones", con el propósito de añadir los nuevos Capítulo XIX, XX, y XXI que dispondrán sobre la creación y las normas aplicables a las "compañías de responsabilidad limitada"; y otros extremos relacionados.

EXPOSICION DE MOTIVOS

Pertenecemos a un sistema global económico donde la rigurosa competencia nos obliga a modernizar nuestras leyes de comercio y adoptar aquellas leyes que otorguen a los ciudadanos del Estado Libre Asociado de Puerto Rico (ELA), al igual que a inversionistas extranjeros, la mayor flexibilidad para levantar capital y poder mantenernos competitivos a nivel mundial. La formación de capital local y la atracción del inversionista del exterior es una función de las organizaciones empresariales, como, por ejemplo, la corporación y las sociedades. Sin embargo, la dinámica de la entidad empresarial va cambiando a través de los tiempos. La evolución de las corporaciones y las sociedades, incluyendo la sociedad de responsabilidad limitada, son productos del desarrollo económico y social y de la necesidad de maximizar los recursos. La más reciente de estas entidades es la compañía de responsabilidad limitada. Al adoptar esta ley autorizando la creación de las compañías de responsabilidad limitada, se facilita la creación de nuevas entidades y se convierte al ELA en un lugar más atractivo para el establecimiento de negocios, lo que ayuda a promover nuestro desarrollo económico.

La compañía de responsabilidad limitada goza de un respaldo mundial por sus ventajas organizacionales. A nivel mundial, la compañía de responsabilidad limitada es una entidad adoptada por muchas empresas y es reconocida en varios países. Los cincuenta estados de los Estados Unidos, así como las Islas Vírgenes, han creado legislación, adoptando las compañías de responsabilidad limitada con el fin de promover sus respectivas economías. Autorizar la creación de este tipo de entidad en el Estado Libre Asociado de Puerto Rico proveerá un atractivo adicional a los existentes para aquellas personas o empresas que se interesen en hacer negocios en Puerto Rico. Se trata de una alternativa más para hacer negocios en nuestra Isla. La flexibilidad de la entidad reduce los gastos administrativos y convierte a la empresa que la utiliza en una más competitiva.

Por todo lo antes expuesto, esta Asamblea Legislativa considera que esta legislación permitirá que el ELA mantenga un mejor nivel competitivo con los diferentes estados de los Estados Unidos, y, al igual, con las diferentes economías del mundo. Esta medida también pondrá al ELA en la vanguardia de las leyes de entidades empresariales, promoverá la inversión del exterior en Puerto Rico, dará a empresas puertorriqueñas más flexibilidad en su organización, y propiciará así el desarrollo industrial y económico del Estado Libre Asociado de Puerto Rico.

DECRETASE POR LA ASAMBLEA LEGISLATIVA DE PUERTO RICO:

Artículo 1.- Se añade un nuevo Capítulo XIX a la Ley Núm. 144 de 10 de agosto de 1995, según enmendada, para que lea como sigue:

“CAPITULO XIX. COMPAÑIAS DE RESPONSABILIDAD LIMITADA**Artículo 19.01.-Definiciones.**

Para los fines de este Capítulo, los siguientes términos o frases tendrán el significado que se expresa a continuación, salvo que de su propio contexto se desprenda lo contrario:

- (a) "Administrador" - Significa una persona que es nombrado administrador de una compañía de responsabilidad limitada en, o designado como administrador de una compañía de responsabilidad limitada conforme a, un contrato de compañía de responsabilidad limitada u otro documento similar bajo el cual la compañía de responsabilidad limitada se forme.
- (b) "Aportación" - Significa cualquier efectivo, propiedad, servicios prestados, pagaré o cualquier obligación de aportar dinero o propiedad o de prestar un servicio, que una persona aporta a una compañía de responsabilidad limitada en su capacidad de miembro.
- (c) "Certificado de Organización" - Significa el certificado mediante el cual se forma una compañía de responsabilidad limitada, según dispuesto en el Artículo 19.12 de esta Ley, según el mismo pueda ser enmendado.
- (d) "Compañía de responsabilidad limitada" o "CRL" y "compañía de responsabilidad limitada doméstica- o "CRLD"- Significa una compañía de responsabilidad limitada creada por una (1) o más personas bajo las leyes de Puerto Rico.
- (e) "Compañía de responsabilidad limitada foránea" o "CRLF" - Significa una compañía de responsabilidad limitada creada al amparo de las leyes de cualquier estado de los Estados Unidos o de cualquier otro país o jurisdicción foránea y denominada como tal bajo las leyes de dicho estado, país o Jurisdicción foránea.
- (f) "Contrato de compañía de responsabilidad limitada" o "CCRL" – Significa aquel contrato, escrito, (sea llamado contrato de compañía de responsabilidad limitada, contrato operacional, o de cualquier otra forma) adoptado por los miembros de una compañía de responsabilidad limitada para regir los asuntos internos y administración de la compañía de responsabilidad limitada. Un contrato de compañía de responsabilidad limitada será válido aún cuando la compañía de responsabilidad limitada tenga un solo miembro. Un contrato de compañía de responsabilidad limitada escrito, un contrato escrito o cualquier otro escrito:
 - i. Puede proveer que una persona será admitida como miembro de una compañía de responsabilidad limitada, o se convertirá en un cesionario de un interés u otros derechos o poderes de un miembro de una compañía de responsabilidad limitada según dispuesto en dicho contrato, y estará obligado por el contrato de compañía de responsabilidad limitada si (i) esa persona (o un representante autorizado verbalmente, por escrito o de otra forma, como por ejemplo mediante el pago por un interés en una compañía de responsabilidad limitada) suscribe el contrato de compañía de responsabilidad limitada o cualquier otra evidencia escrita de la intención de esa persona de convertirse en un miembro o cesionario; o (ii) sin necesidad de firmar documento alguno, si esa persona (o un representante autorizado verbalmente, por escrito o de otra forma, como por ejemplo mediante el pago por un interés en una compañía de responsabilidad limitada) cumple con las condiciones para convertirse en un miembro o cesionario según dispuesto en el contrato de compañía de responsabilidad limitada o en cualquier otro escrito; y
 - ii. Será válido aunque no haya sido firmado por la persona que está siendo admitida como miembro o convirtiéndose en un cesionario según dispuesto en el sub-inciso 1 anterior, o por razón de haber sido firmado

por un representante, según dispuesto en esta Ley.

- (g) "Departamento de Estado" - Significa el Departamento de Estado del Estado Libre Asociado de Puerto Rico.
- (h) "Estado" - significa el Distrito de Columbia o cualquier estado, territorio o posesión u otra jurisdicción de los Estados Unidos de Norte América, que no sea el Estado Libre Asociado de Puerto Rico.
- (i) "Interés en una compañía de responsabilidad limitada" - Significa la participación de un miembro en las ganancias y pérdidas en una compañía de responsabilidad limitada y los derechos de un miembro a recibir distribuciones de los activos de una compañía de responsabilidad limitada.
- (J) "Miembro" - Significa una persona que ha sido admitida como miembro a una compañía de responsabilidad limitada según dispuesto en el Artículo 19.18 de esta Ley, o en el caso de compañías de responsabilidad limitada foráneas, de acuerdo con las leyes del estado, país o jurisdicción foránea bajo la cual la compañía de responsabilidad limitada foránea se organizo.
- (k) "Persona" - Significa una persona natural, sociedad (sea general o de responsabilidad limitada), fideicomiso, sucesión, asociación, corporación, o cualquier otro individuo o entidad por sí misma o en capacidad representativa, según sea el caso, sea doméstica o foránea, y una compañía de responsabilidad limitada o compañía de responsabilidad limitada foránea.
- (l) "Puerto Rico" - Significa el Estado Libre Asociado de Puerto Rico.
- (m) "Secretario de Estado" - Significa el Secretario de Estado del Estado Libre Asociado de Puerto Rico según dispuesto en el Artículo IV de la Sección VI de la Constitución del Estado Libre Asociado de Puerto Rico.
- (n) "Tribunal de Primera Instancia" o "Tribunal" - Significa cualquier Sala del Tribunal de Primera Instancia que tiene competencia sobre el asunto conforme a lo dispuesto tanto en la Ley de la Judicatura de 1994, según enmendada, como en el Artículo 5.001 de la Ley Núm. 201 de 22 de agosto de 2003, Ley de la Judicatura del Estado Libre Asociado de Puerto Rico de 2003, la cual entró en vigor el 20 de noviembre de 2003.
- Artículo 19.02.-Nombre según el certificado.**
- El nombre de cada compañía de responsabilidad limitada según surge de su certificado de organización:
- (1) Contendrá los términos "Compañía de Responsabilidad Limitada" o "Limited Liability Company", o la abreviatura "C.R.L." o "L.L.C.", o la designación de "CRL" o "LLC";
- (2) Podrá contener el nombre de un miembro o administrador;
- (3) Deberá poder distinguirse en los récords del Departamento de Estado del nombre en dichos récords de cualquier corporación o compañía de responsabilidad limitada reservada, registrada, formada u organizada a tenor con las leyes de Puerto Rico o autorizada para hacer negocios o registrada como una corporación foránea, o compañía de responsabilidad limitada foránea en Puerto Rico; disponiéndose, sin embargo, que una lo compañía podrá registrarse bajo cualquier nombre que no sea tal como para distinguirlo en los récords del Departamento de Estado del nombre en dichos récords de alguna corporación, compañía de responsabilidad limitada doméstica o foránea, reservada, registrada, formada u organizada a tenor con las leyes de Puerto Rico con el consentimiento escrito de la otra corporación o compañía de responsabilidad limitada, y dicho consentimiento escrito deberá registrarse con el Secretario de Estado; y
- (4) Podrá contener los siguientes términos: "Compañía", "Asociación", "Club", "Fundación", "Fondo", "Instituto", "Sociedad", "Unión", "Sindicato", "Limitado" o "Limitada", o "Fideicomiso" (o abreviaturas análogas).
- (5) Disponiéndose que las siglas exigidas en el anterior inciso (1) deberán ser obligatorias en todo certificado de incorporación, mientras que los términos dispuestos en el inciso (4) se considerarán optativos al momento de incluirse en el referido certificado.

SUB-CAPITULO II. ADMINISTRADORES

Artículo 19.22.-Admisión de administradores.

Cualquier persona podrá ser nombrada o designada como administrador de una CRI conforme a lo dispuesto en el inciso (a) del Artículo 19.01 de esta Ley.

Artículo 19.23.-Administración de una CRL.

Excepto que otra cosa se disponga en un CCRL, la administración de una CRL será responsabilidad de sus miembros en proporción a sus porcentajes u otro interés como miembros en las ganancias de la CRL propiedad de todos los miembros. Las decisiones se tomarán por los miembros que posean más del 50% de dicha proporción u otro interés en las ganancias. Disponiéndose, sin embargo, que si un contrato de compañía de responsabilidad limitada dispone para la administración, en todo o en parte, de la CRL por un administrador, la administración de la CRL, en la medida dispuesta, será responsabilidad del administrador que será seleccionado en la forma dispuesta en el CCRL. El administrador ocupará su cargo y tendrá las responsabilidades dispuestas para el administrador en el CCRL. Sujeto a lo dispuesto en el Artículo 19.35 de esta Ley, el administrador cesará funciones conforme a lo dispuesto en el CCRL.

Artículo 19.24. -Aportaciones por un administrador.

Un administrador de una CRL podrá hacer aportaciones a la CRL y participar en las ganancias y pérdidas, y en las distribuciones de la CRL como miembro. Una persona que es miembro y administrador, tiene los derechos y facultades, y está sujeto a las restricciones y obligaciones, de un administrador y excepto que otra cosa se disponga en el CCRL, también tiene los derechos y facultades, y está sujeto a las restricciones y obligaciones, de un miembro en la medida de su participación como miembro en la CRL.

Artículo 19.25.-Clases y votos.

(a) Un CCRL podrá disponer para clases y grupos de administradores que tendrán los derechos, poderes y obligaciones que se dispongan en el CCRL, y podrá contener disposiciones para la creación en una fecha futura de clases y grupos adicionales

de administradores, que tendrán los derechos, poderes y obligaciones que se establezcan de tiempo en tiempo, incluyendo derechos, poderes y obligaciones preferentes a las clases y grupos de administradores existentes. Un CCRL podrá disponer para la toma de acciones, incluyendo enmiendas al CCRL, sin necesidad del voto o aprobación de algún administrador o clase o grupo de administradores, incluyendo la creación según dispuesto en el CCRL de un nuevo grupo o clase de interés en la CRL, el cual no estaba autorizado anteriormente.

(b) Un CCRL puede conceder a todos o a un grupo de administradores o a una clase o OB grupo de administradores el derecho al voto, solos o con todos o alguna clase o grupos de administradores o miembros, en cualquier asunto. El voto por los administradores podrá ser basado en per cápita, número, interés económico, clase, grupo o cualquier otra base.

(c) Un CCRL podrá contener disposiciones relativas a las notificaciones de fecha, lugar y propósito de cualquier reunión en la cual se va a votar sobre cualquier asunto por cualquier administrador, clase o grupo de administradores, relevo de cualquiera de dichas notificaciones, decisiones por consentimiento sin reunión, el establecimiento de fecha récord, requisitos de quórum, votación en persona o proxy, o cualquier otro asunto con respecto al ejercicio de cualquier derecho a votar.

(d) Excepto que otra cosa se disponga en un CCRL, en cualquier asunto que los administradores deban votar, consentir o aprobar, los administradores podrán tomar dicha acción sin necesidad de reunirse, sin notificación previa y sin votar, mediante un consentimiento o consentimientos escritos, describiendo la acción tomada, el cual será firmado por los administradores que representen no menos del mínimo de votos que hubiesen sido necesarios para autorizar o tomar dicha acción en una reunión en la cual los administradores con derecho al voto conforme al asunto hubiesen estado presente y votado. Excepto que otra cosa disponga el CCRL, en cualquier asunto que vaya a ser votado por los administradores, los administradores podrán votar en persona o por proxy, y dicho proxy podrá ser concedido por escrito, por medio de transmisión electrónica o de cualquier otra forma permitida por ley. Excepto que otra cosa se disponga en el CCRL, un consentimiento transmitido por transmisión electrónica por un administrador o persona o personas autorizadas a representar a un administrador se considerará escrito y firmado para fines de este inciso. Para fines de este inciso, el término "transmisión

electrónica- significa cualquier tipo de comunicación no directa que conlleve la transmisión física de papel que crea un récord que puede ser conservado, retenido y revisado por el que la lo recibe y que puede ser reproducido directamente en forma de papel por la persona que lo recibe mediante un proceso automatizado.

Artículo 19.26.-Remedios por el incumplimiento de un administrador de lo dispuesto en el CCRL.

Un CCRL puede disponer que:

1. Un administrador que no siga lo dispuesto en, o no cumpla con los términos y condiciones de, un contrato de compañía de responsabilidad limitada estará sujeto a las penalidades y consecuencias allí dispuestas; y

2. Al momento o la ocurrencia de los eventos identificados en el contrato de compañía de responsabilidad limitada, un administrador estará sujeto a las penalidades o consecuencias así dispuestas.

Artículo 19.27.-Acciones de los miembros y administradores.

Los miembros y administradores deberán a la compañía de responsabilidad limitada el mismo deber de lealtad y responderán por sus actos u omisiones en el ejercicio de sus funciones de la misma manera que los directores, oficiales y accionistas en relación a asuntos corporativos conforme a lo dispuesto en el Capítulo 4 de esta Ley.

Artículo 19.28.-Delegación de derechos y poderes de administrar.

Excepto que otra cosa se disponga en un CCRL, un miembro o administrador de una CRL tiene el poder y autoridad para delegar en una o más personas, sus facultades como miembro o administrador, según aplique, derechos y poderes para administrar y controlar los negocios y asuntos de la CRL, incluyendo delegar en agentes oficiales y empleados de un miembro o administrador de una CRL, y a delegar mediante un acuerdo de administración u otro acuerdo con, o de otra forma, otras personas. Excepto que otra cosa se disponga en el CCRL, dicha delegación por un miembro o administrador de una CRL no ocasionará que el miembro o administrador cese en su capacidad como miembro o administrador, según sea el caso de la CRL, u ocasionará que la persona en quien dichos derechos y poderes se han delegado se convierta en un miembro o administrador, según sea el caso, de la CRL.

SUB-CAPITULO III. APORTACIONES Y FINANZAS

Artículo 19.29.-Forma de la aportación.

La aportación de un miembro a una CRL puede ser en efectivo, propiedad o servicios prestados, o un pagaré u otra obligación de aportar efectivo propiedad o prestar servicios.

Artículo 19.30.-Responsabilidad por aportaciones.

(a) Excepto según dispuesto en un CCRL, un miembro está obligado ante una CRL, a cumplir cualquier compromiso de aportar efectivo o propiedad o de prestar servicios, aun cuando el miembro no pueda cumplir por razón de muerte, incapacidad, o cualquier otra razón. Si un miembro no realiza la aportación requerida de propiedad o servicios, el miembro estará obligado a opción de la CRL a aportar efectivo en cantidad equivalente al valor agregado (dispuesto en los récords de la CRL) de la aportación que no se realizó. La anterior opción será en adición a, y no en sustitución de, cualesquiera otros derechos, incluyendo el derecho a cumplimiento específico, que la CRL pueda tener en contra de dicho miembro bajo el CCRL o ley aplicable.

(b) Excepto que otra cosa se disponga en un CCRL, la obligación de un miembro de hacer una aportación o devolver dinero u otra propiedad pagada o distribuida en violación de esta Ley podrá ser liberada sólo mediante el consentimiento de todos los miembros. No obstante la liberación, un acreedor de una CRL que extiende crédito, luego de suscrito un CCRL o una enmienda al mismo, en los cuales refleja la obligación, y antes de la enmienda al mismo para reflejar la liberación, podrá ejercer el derecho original, en la medida que, al extender el crédito, el acreedor razonablemente descansó en la obligación del miembro de hacer la aportación o devolución. Una obligación condicional de un miembro a hacer una aportación o devolver dinero u otra propiedad a una CRL no podrá ser compelida a menos que las condiciones para la obligación se hayan satisfecho o se hayan renunciado en cuanto al o por dicho miembro. Obligaciones condicionales incluyen obligaciones pagaderas ante una solicitud discrecional de una CRL antes de que la solicitud ocurra.

(c) Un CCRL podrá disponer que el interés de un miembro que no hace una aportación, la cual está obligado a hacer, estará sujeto a las penalidades especificadas para, o las consecuencias especificadas de, dicho

Enclosure 3

OPERATING AGREEMENT OF OMEGA ENGINEERING, LLC

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**OPERATING AGREEMENT
OF
OMEGA ENGINEERING, LLC**

THIS OPERATING AGREEMENT of OMEGA ENGINEERING, LLC, a Puerto Rico limited liability company (the "Company"), is made and entered into and effective as of March 2, 2009, by the "Members" identified in Schedule I hereto, as members of the Company. All capitalized terms used herein shall have the respective meanings set forth in Section 1.01 hereof.

RECITALS

WHEREAS, the Members are the sole members of the Company, a limited liability company formed under the laws of the Commonwealth of Puerto Rico by filing of a Certificate of Organization with the Puerto Rico Department of State on March 2, 2009, and

WHEREAS, the Members desire to set forth in this Agreement the entire agreement and understanding with respect to, among other things, the constitution and operation of the Company as a Puerto Rico limited liability company, as well as the ownership of Membership Interests.

NOW, THEREFORE, the Members hereby agree as follows:

ARTICLE I. DEFINITIONS; INTERPRETATION

Section 1.01 Definitions. Except as otherwise herein expressly provided, the following terms and phrases shall have the meanings as set forth below:

"Act" means the General Corporations Act of the Commonwealth of Puerto Rico, as the same may hereafter be amended from time to time.

"Affiliate" means, with respect to any Person which directly or indirectly, through one or more intermediaries, is Controlled by, or is under common Control with, such Person.

"Agreement" means this instrument comprising the Operating Agreement of the Company, as amended, modified, supplemented or restated from time to time in accordance with its terms.

"Capital Contribution" means, with respect to any Member, the amount of cash and the fair market value of any Contributed Property (net of liabilities to which such property is subject to at the time of contribution).

"Certificate of Organization" means the certificate of organization of the Company as filed with the Puerto Rico Department of State on March 2, 2009, as may be amended and/or restated from time to time.

"Code" means Act 120 of October 31, 1994, codified at P.R. Laws Ann., Title 13 § 8630 (known as the Puerto Rico International Revenue Code), as amended and in effect from time to time, as interpreted by the applicable regulations thereunder. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of future law.

"Confidential Materials" shall have the meaning specified in Section 8.01.

"Contributed Property" means any property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed or deemed contributed to the Company with respect to the Membership Interest held by a Member.

"Control" means, with respect to a Person, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the Membership Interests of such Entity, including the ability to exercise a veto, or, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity. "Controlling" and "Controlled" have correlative meanings. **"Covered Persons"** shall have the meaning specified in Section 11.07.

"Manager" shall have the meaning specified in Section 7.01.

"GAAP" means generally accepted accounting principles in effect from time to time.

"Members" means Oscar I. Rivera Rivera and Cristina M. Soto Benítez.

"Majority Approval of the Members" means the approval, consent, determination or vote (as the may be) of holders of voting Membership Interests that, in the aggregate, represent more than fifty percent (50%) of the then outstanding voting Membership Interests.

"Member" means the Members, and, to the extent permitted hereby, each Person that may hereafter become an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, in its capacity as a member of the Company.

"Membership Interest" means, with respect to any Member, the percentage of ownership interest of such Member in the Company, including any right to vote on or participate in the management of the Company as applicable, as set forth in Schedule I.

"Person" means a natural person, partnership (whether general or of limited liability) trust, estate, association, corporation or any other individual or entity in its own or any representative capacity, as the case may be, whether domestic or foreign, and a limited liability company or a foreign limited liability company, as defined in the Act.

Section 1.02 Interpretation. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. The term "including" shall mean "including, but not limited to." References to

Articles, Sections, Schedules and Exhibits refer to the Articles, Sections, Schedules and Exhibits of this Agreement, unless otherwise stated.

ARTICLE II. FORMATION AND BUSINESS OF THE COMPANY

Section 2.01 Formation.

- (a) The Company has been formed as a Puerto Rico limited liability company under and pursuant to the Act by the filing of the Certificate of Organization on January 12, 2010, with the Puerto Rico Department of State, in accordance with and pursuant to the Act. This Agreement shall be the "Limited Liability Company Agreement" (within the meaning of Section 19.01(g) of the Act) of the Company for purposes of the Act.
- (b) The Members hereby certify that all the actions taken to effect the formation of the Company are hereby approved, ratified, confirmed and adopted by and on behalf of the Company. Hereafter any Person authorized by the Majority Approval of the Members as an authorized person within the meaning of the Act shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates, required or permitted by the Act to be filed with the Puerto Rico State Department.

Section 2.02 Name. The name of the Company shall be "OMEGA ENGINEERING, LLC" or such other name or names as may be selected by the Members from time to time, and its business shall be carried on in such name with such variations and changes as the Manager deems necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

Section 2.03 Purpose; Nature of Business Permitted; Powers. The Company is formed for pecuniary purposes for general construction purposes, and any other lawful business or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, insofar as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

Section 2.04 Principal Office. The location of the principal place of business of the Company shall be Miramar Plaza Center, 954 Ponce de León Ave., Suite 400, San Juan, PR 00908, or such other location as shall be selected from time to time by Majority Approval of the Members.

Section 2.05 Registered Agent and Registered Office. The registered agent of the Company shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Act. The registered office of the Company required by the Act to be maintained in the Commonwealth of Puerto Rico shall be the initial registered office named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by the Act.

Section 2.06 Addresses of Members. The name of each Member is set forth in Schedule I hereto, as updated from time to time to reflect changes in the Members.

Section 2.07 The Members. The Members shall be admitted as members of the Company on the date hereof upon the execution and delivery of this Agreement [or as provided in Section 10.02 hereof and the Act].

Section 2.08 Corporation of Individuals or Partnership Elections. In the event in the future the Company qualifies and has the authority to elect to be treated as a corporation of individuals, as applicable, pursuant to Chapters 7 and 11 of Subtitle A of the Code, respectively, then the Manager, with the Majority Approval of the Members, is authorized to execute and file all statements, applications, documents and certificates as may be necessary or convenient in order for the Company to qualify for either benefits. The Company, with the Majority Approval of the Members, can elect to be treated as a partnership under Chapter 7 of Subtitle A of the Code for income tax purposes in accordance with Section 1010.01(a)(3) of the Code. A Majority Approval of the Members will be required in order for the Company to change its classification from a "C" corporation to a partnership for federal income tax purposes. Any election made to be treated as partnership for federal income tax purposes will be binding in Puerto Rico also, making the Company taxable under Chapter 7 of Subtitle A of the Code.

Section 2.09 Fiscal Year. The fiscal year of the Company for financial statement and income tax purposes shall commence on March 1st and conclude on the last day of February of every year (the "Fiscal Year").

Section 2.10 Company Property. No property of the Company, including, but not limited to, Capital Contribution, Contributed Property, and/or any other Company resources, shall be deemed to be owed by any Member individually nor shall be used by any Member for personal purposes, but shall be owned by and title shall be vested solely in the Company and used for Company purposes. The Company will keep record of all Company Property and in the event that any transfer of property or acquisition of new property is made then the Company will document the transaction in order to clearly demonstrate the property ownership. The Membership Interests of the Members in the Company shall constitute personal property distinct and separate from the property of the Company.

ARTICLE III. TERM; LIMITED LIABILITY

Section 3.01 Term. The existence of the Company shall be deemed to commence on the date of the filing of the Certificate of Organization in the office of the Puerto Rico Department of State in accordance with the Act, and shall continue in existence until dissolution pursuant to Article IX hereof and the Act.

Section 3.02 Limited Liability. Except as otherwise provided in this Agreement or by the Act, no Member shall be personally liable for any acts, debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise, beyond their respective Capital Contributions solely by reason of being a Member. The Members shall look solely to the

Company property for the return of their Capital Contributions and if the Company property remaining after payment or discharge of the debts and liabilities of the Company is insufficient to return such Capital Contributions, no Member shall have any recourse against any other Member, except as is expressly otherwise provided in this Agreement.

ARTICLE IV. MEETINGS; VOTING POWERS OF MEMBERS

Section 4.01 Action by Members. In exercising their rights as provided herein, the Members shall act collectively through meetings or written consents as provided in this Article.

Section 4.02 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager, and shall be called by the Manager at the request of any Member.

Section 4.03 Place of Meeting. The place of any meeting of the Members shall be the principal office of the Company, unless another place is designated by the Manager.

Section 4.04 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Members and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 30 days before the date of the meeting, either personally, electronically or by mail, by or at the direction of the Manager, to each Member, unless the Act or the Certificate of Organization requires different notice.

Section 4.05 Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be the Manager, or a Member designated by the Manager. The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

Section 4.06 Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications equipment by means of which all Members participating can hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

Section 4.07 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite number or percentage of such Members necessary for adoption or approval of such matter on behalf of the Company. Such consent or consents shall be filed with the minutes of the meetings of the Members.

Section 4.08 Approvals by the Members. Any actions with respect to the Company that are subject to the approval, consent, determination or vote of the Members shall require Majority Approval of the Members, except as otherwise provided herein.

ARTICLE V. CAPITAL CONTRIBUTIONS

Section 5.01 Capital Contributions. The Members shall authorize initial voting Membership Interests to be distributed equally between the Members and make a Capital Contribution to the Company as determined in a resolution by the Members executed as of the date hereof. The Members are not required to make any additional Capital Contribution to the Company. However, a Member may make additional Capital Contributions to the Company at any time upon the written consent of the Majority Approval of the Members. The provisions of this Section 4.01 are intended solely to benefit the Members and no Member shall have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 5.02 No Interest on or Return of Capital Contribution. No Member shall be entitled to interest on its Capital Contribution. Except as provided herein or by law, no Member shall have any right to demand or receive the return of its Capital Contribution.

ARTICLE VI. ALLOCATIONS, DISTRIBUTIONS AND OTHER TAX AND ACCOUNTING MATTERS


Section 6.01 Allocations of Net Profits and Net Losses from Operations. Net profits and net losses shall be allocated among the Members ratably in proportion to their respective Membership Interest.


Section 6.02 No Right to Distributions. No Member shall have the right to demand or receive distributions of any amount, except as expressly provided in this Article VI.

Section 6.03 Distributions. The Members shall receive distributions from the Company, pro-rata in proportion to their respective Membership Interest, in an amount equal to the lesser of cash or earnings and profits of the Company that exceed the liabilities, as determined by the Company's external accountant. Such distributions shall only be made upon Majority Approval by the Members.

Section 6.04 Withholding. The Company is authorized to withhold from the Members' share of net income generated by the Company, in the event that for United States Federal, Puerto Rico, or state income tax purposes, as applicable, due to the classification of the Company as a pass-through entity, the Members shall include in gross income their share of the Company's taxable income without actually having received such taxable income, or on distributions to a Member, and to pay over to a United States Federal, Puerto Rico, state or local government, any amounts required to be withheld pursuant to the Code, as amended, or any provisions of any other United States Federal, Puerto Rico, state or local law, or on any amounts loaned to or owed by the Company by such Member, for whatever reason. Any amounts so withheld shall be treated as having been distributed to such Member pursuant to this Article VI for all purposes of the Agreement, and shall be offset against the current or next amounts otherwise distributable to such Member; provided, however, that if the amount withheld on the Members' share of net income generated by the Company is less than the tax payable by the Members,

then the Company shall make mandatory pro-rata distributions to the Members for the payment of taxes in accordance with the following: (i) the amount distributable with respect to any year shall be equal to the aggregate amount of United States Federal, Puerto Rico and state or local government income taxes payable by the Members, as applicable, with respect to the taxable income of the Company, assuming, for purposes of determining the amount of such distribution, that each Member will be taxed on the net amount set forth in the Member's informative return at the highest marginal United States Federal income tax rate for such year, and at the highest marginal Puerto Rico or state or local government income tax rates applicable to any Member for each such taxable year; and (ii) such distributions shall be payable at such time or times and in such amounts as will enable the Members to avoid penalties and interest otherwise payable on account of the failure to pay a sufficient amount of estimated taxes as required by law, which distributions shall be made at such time or times as may be determined by the Manager.



 Section 6.05 Books of Account, Company Records. At all times during the continuance of the Company, the Company shall maintain or cause to be maintained full, true, complete and correct books of account in accordance with GAAP. In addition, the Company shall keep all records required to be kept pursuant to the Act. Each Member or their authorized representative shall have the right of access to, including inspection and copying of, all books, records and materials in the Manager's possession regarding the Company or its activities.

 Section 6.06 Reports. The Company shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law.


ARTICLE VII. MANAGEMENT AND ACTIVITIES OF THE COMPANY


Section 7.01 Management of the Company.

- (a) The Members shall be entitled to participate in the day-to-day affairs and management of the Company.
- (b) The business and affairs of the Company shall be initially managed by or under the direction of a Manager designated by the Majority Approval of the Members, with the assistance of the Members. The initial manager of the Company shall be Oscar I. Rivera Rivera. The Manager elected, designated or appointed shall hold office until a successor is elected and qualified or until such Manager's earlier death, resignation or removal.
- (c) The Manager may appoint a Secretary as an officer of the Company, who shall keep the Company's books and records, shall attend to the giving of all notices and shall perform such other duties as directed by the Manager and/or the Members. The Secretary shall hold office until a successor is appointed and qualified or until such Secretary's earlier death, resignation or removal.

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- (d) Unless otherwise restricted by law, any Manager may be removed, with or without cause, by the Majority Approval of the Members, and any vacancy caused by any such removal may be filled by the Majority Approval of the Members.
 - (e) To the extent of his powers set forth in this Agreement, the Manager is an agent of the Company for the purpose of the Company's business, and the legal actions of the Manager taken in accordance with such powers set forth in this Agreement shall bind the Company.
 - (f) The Manager shall act in a fiduciary capacity with respect to proper protection of and accounting for Member's Interests in the Company. The Manager shall at all times comply with Member's written requests and policy guidelines on all matters relating to the management and operation of the Company. It is understood that Members may, from time to time, wish to change Company policy regarding the operation of the Company, and Manager agrees to comply with Member's policy changes when so directed by the Members.
 - (g) To the extent of his powers set forth in this Agreement, the Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, consistent with and subject to the constraints and dictates of any written policy established by the Members, including all powers, statutory or otherwise, including, but not limited, to the following:
 - (i) Enter into any kind of activity necessary for, in connection with, or incidental to, the accomplishment of the purposes of the Company.
 - (ii) Execute any and all instruments and documents that may be necessary, or in the reasonable opinion of the Manager, desirable to carry out the intent and purpose of this Agreement.
 - (iii) Make any and all expenditures under or equal to three thousand (3,000) dollars that the Manager, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all operating, capital, legal, accounting, investment advisory and other related expenses incurred in connection with the organization, financing and operation of the Company or in connection with its property. (Single expenditures over three thousand (3,000) dollars shall require the Majority Approval of the Members.)
 - (iv) Open bank accounts, and invest and reinvest Company monies in short term instruments or money market funds or any securities or other investments, whether or not publicly traded or readily marketable.
 - (v) Purchase liability and other insurance to protect the Company's property and business, including policies of life insurance which insure the life of any Member.

- (xiii) Carry out the Company purposes through other limited liability companies, joint ventures, partnerships, corporations, trusts or other entities.
- (xiv) Enter into revenue production agreements and contracts in connection with the Company's business.
- (xv) Borrow money for and on behalf of the Company and execute any guaranty on behalf of a third party and pledge Company property to secure any such.
- (xvi) Hiring of any individual, consultant or firm for the provision of professional services, including, but not limited to, accounting, finance, and legal services.
- (xvii) Expenditures of more than three thousand (3,000) dollars in any single transaction.

 Section 7.02 Liability of Manager. The Manager shall not be liable as such for the Company's liabilities, debts or obligations. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Manager of the Company.

 Section 7.03 Indemnification. The Company shall indemnify save harmless and pay all judgments and claims against the Manager relating to any liability or damage incurred by reason of any legal act performed or omitted to be performed by such Manager in connection with the business of the Company, including attorneys' fees incurred by such Manager in connection with the defense of any action based on any legal act or omission, which attorneys' fees may be paid as incurred, as permitted by law.

ARTICLE VIII. RIGHTS, DUTIES AND REPRESENTATIONS OF MEMBERS

Section 8.01 No Authority To Act or Legally Bind. In accordance with the Certificate of Organization of the Company, no Member shall be an agent of the Company or have the authority to act for or legally bind the Company solely by virtue of being a Member.

Section 8.02 Covenants Concerning Confidentiality. Each of the Members recognizes that its relationship with the Company may provide the Member with specialized knowledge, which, if used in competition with the Company, could cause serious harm to the Company. Each of the Members acknowledges that the knowledge and information acquired by the Member concerning the Company's technology, ideas, strategies, services, finances, systems, forms, business methods and procedures, costs, prices, credit practices, existing and prospective contracts, personnel records, methods used and preferred by the Company's business and affiliates and all such other relevant business knowledge and information, whether written or otherwise, constitute a vital part of the Company's business and is confidential business information some of which may be trade secrets (hereinafter sometimes collectively referred to as the "Confidential Materials") except to the extent such information may be otherwise lawfully

and readily available to the general public, and that such information may be acquired through its involvement and participation in the Company. The Members covenant that they shall not at any time, without the written consent of the Company, directly or indirectly, use, divulge, furnish, make available or disclose for any purpose whatsoever, any aspect concerning the Confidential Materials, which has been made available to the Member as a result of its association with the Company.

Section 8.03 Termination of Member. Upon the termination of a Member's affiliation with the Company, the Member will return all Confidential Materials, whether prepared by the Company or by the Members, that constitute records of the Company or that contain any information relating to the Company's business. Such records shall include, by way of illustration and not in limitation of such category of items, all financial statements, records, reports, books, lists, files, letters, memoranda, disks and other materials, and any information or data fixed in any tangible medium of expression from which can be perceived, reproduced, or otherwise communicated any information or data relating to the Company's business.

ARTICLE IX. DISSOLUTION

Section 9.01 Dissolution. The Company shall be dissolved and liquidated upon a determination by the Majority Approval of Members to dissolve the Company, in the manner provided for by this Agreement, by law and/or the Act.

Section 9.02 Liquidation. In the event the Company is hereby dissolved, it shall be liquidated and its affairs shall be wound up. All proceeds from such liquidation shall be distributed as provided by law and this Agreement and all interests in the Company shall be cancelled. Distributions to the Members shall be made in accordance with the Member's Membership Interest.

ARTICLE X. TRANSFER AND ASSIGNMENT; CHANGE OF MEMBERSHIP

Section 10.01 Assignments. No Member shall have the right to sell, convey, assign, transfer, pledge, grant a security interest in or otherwise dispose of all or any part of its Membership Interest (each a "Transfer"), other than to a transferee Member that agrees to be bound by all of the provisions hereof and subject to the Majority Approval of Members; provided that, no such assignment shall release any Member from its obligations hereunder until the assignment is consummated and all accounts with such Member are liquidated. If a Member transfers all of its Membership Interest pursuant to this Section 10.01, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a Member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation shall, without

further act, be a Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement. All Transfers in violation of this Article X are null and void. All Transfers permitted under this Article VIII shall be subject to the right of first refusal provided for in Section 10.03 herein.

Section 10.02 Admission of Additional Members. One or more additional Members of the Company may be admitted to the Company with the written consent of the Majority Approval of the Members; provided that, notwithstanding the foregoing, no Person may be admitted as a Member of the Company unless such Person accepts, adopts and agrees to be bound by all of the terms and provisions of this Agreement as are applicable to the Members, as the same may have been amended, as if such Person had joined in the original execution of this Agreement as a Member.

Section 10.03 Death, Disability or Withdrawal of a Member: Right of First Refusal. In the case of a Member's death, permanent physical or mental disability or withdrawal from the Company, the Company shall not dissolve or terminate, but its business shall be continued without interruption or without any break in continuity by the remaining Members. In the event of such Member's death, permanent physical or mental disability or withdrawal from the Company, the surviving or remaining Members shall have an option of thirty (30) days after notice of such death, disability or withdrawal, to purchase and acquire on a pro-rata basis said Member's Membership Interest at a value price to be mutually determined and agreed by the Members or upon an appraisal conducted at the Members request. In case the remaining Members refuse to purchase said Member's Membership Interest, the interest may be sold by the owner, or his representative, to a third party.

Section 10.04 Divorce of any Member. In the event that any Member shall get divorced from his wife or husband and his spouse acquires any interest in the Membership Interest, said Member shall have the obligation to take all steps necessary to acquire such interest from his wife or husband and to obtain a release from the wife or husband indicating she or he has no further interest in the Membership Interest. Said divorcing Member shall be obligated to indemnify the Company and/or the other Members thereof for any costs, losses or expenses that they may incur in connection with said divorcing Member failure to perform his obligations hereunder.

Section 10.05 Bankruptcy of any Member. In the event of bankruptcy of any Member, the Company shall be considered to have a preferred security interest over said bankruptcy Member's Membership Interest and said Membership Interest shall not be an asset available for distribution to the creditors of the bankrupt Member.


ARTICLE XI. GENERAL PROVISIONS


Section 11.01 Notices. Any legal notice which may be or is required herein to be given shall be written. Notices shall be sent to the address indicated below by registered mail, certified mail, postage prepaid, return receipt requested, or by other prepaid delivery method which is traceable. A fax notice does not constitute Notice. All such Notices shall be deemed to have

been given when received. Either Party may change its Notice address by giving Notice to the other Party pursuant to this Section 11.01.

For Oscar I. Rivera Rivera and Cristina M.
Soto Benítez:

PO Box 363823
San Juan, PR 00936-3823

 Section 11.02 Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of Puerto Rico (without regard to conflicts of law principles thereof).

 Section 11.03 Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

Section 11.04 Entire Agreement. This Agreement (together with the Schedules hereto) contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

Section 11.05 Amendment. This Agreement and the Certificate of Organization may be amended, supplemented or restated only by written consent of the Majority Approval of the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate of Organization, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate of Organization to be prepared, executed and filed in accordance with the Act.


Section 11.06 Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.


Section 11.07 Exculpation and Indemnification.

- (a) No Member, Manager, employee or agent of the Company and no employee, agent or Affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage

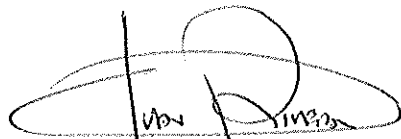
or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

- (b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 11.07 shall be provided out of and to the extent of Company assets only.

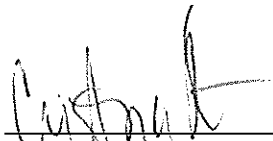
 Section 11.08 Insurance. The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such Person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of Section 11.07(b) or under applicable law.

 Section 11.09 Assurances. Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed on their behalf as of the date first above written.




By: Oscar I. Rivera Rivera
As Member




By: Cristina M. Soto Benítez
As Member

SCHEDULE I – MEMBERSHIP INTERESTS

The Company shall issue voting membership Units ("Voting Units") to the Members who vote (the "Voting Members"). The Voting Members shall have the right to vote on all company matters, as outlined in this Agreement.

 The Company may issue nonvoting membership units ("Nonvoting Units"). Nonvoting Units hold no voting rights whatsoever, and the members who only own Nonvoting Units will have no right to vote on any matters. Members may hold both Voting Units and Nonvoting Units.

The Voting Members may issue additional Voting Units or Nonvoting Units as determined in a resolution by the Voting Members.

 A Member's Interest in the Company is the total of their Voting Units and Nonvoting Units, together with all of the rights that arise from the ownership of such units. The Percentage of Ownership ("Ownership Percentage") shall be calculated by adding together a Member's membership units (Voting and Nonvoting) and then dividing this sum by the total of all of the Member's membership units (Voting and Nonvoting).

Member Name:

Oscar I. Rivera Rivera and his wife

Cristina M. Soto Benítez-----100%

Enclosure 4


**AMENDMENT TO
OPERATING AGREEMENT
OF
OMEGA ENGINEERING, LLC**

THIS AMENDMENT TO OPERATING AGREEMENT (this "Agreement") is made and entered into and effective as of July 31, 2015 by Oscar I. Rivera Rivera, as the sole Member of **OMEGA ENGINEERING, LLC**, a Puerto Rico limited liability company (the "Company").

RECITALS

WHEREAS, the Company was organized as a Puerto Rico limited liability company on March 2, 2009 by the filing of a certificate of conversion and certificate of organization with the Puerto Rico Department of State.

WHEREAS, the initial Members of the Company were Oscar I. Rivera Rivera and Cristina M. Soto Benitez.

 **WHEREAS**, as the initial Members of the Company, Oscar I. Rivera Rivera and Cristina M. Soto Benitez executed that certain Operating Agreement of Omega Engineering, LLC made and entered into and effective as of March 2, 2009 (the "Operating Agreement") to set forth, among other things, the constitution and operation of the Company as well as the ownership of Membership Interest.

WHEREAS, upon the dissolution of the conjugal partnership (*sociedad legal de gananciales*) between Oscar I. Rivera Rivera and Cristina M. Soto Benitez, Oscar I. Rivera Rivera acquired all of the Membership Interest of Cristina M. Soto Benitez in the Company, becoming the sole Member of the Company.

WHEREAS, Oscar I. Rivera Rivera, as the sole Member of the Company, desires to amend the Operating Agreement of the Company to, among other things, (i) reflect that he is the sole Member of the Company and (ii) set forth the power to designate officers of the Company.

NOW THEREFORE, the undersigned, as the sole Member of the Company, hereby amends the Operating Agreement under the following:

TERMS AND CONDITIONS

1. Definitions. Upon the date of this Agreement, the term "Members" defined in the Operating Agreement shall mean to include only Oscar I. Rivera Rivera. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to such terms in the Operating Agreement.
2. Officers. Section 7.01(c) of the Operating Agreement is hereby deleted and a new Section 7.04 is hereby inserted to ARTICLE VII of the Operating Agreement to read as follows:

“Section 7.04. Officers.

(a) The Manager may retain a President, a Vice President, a Secretary, and a Treasurer and such other officers as the Manager may from time to time deem advisable. All officers will serve at the will of the Manager. Any officer may, but is not required to be, a Manager. Any two or more offices may be held by the same person. Each officer elected, designated or appointed shall hold office until a successor is elected and qualified or until such officer's earlier death, resignation or removal.

(b) Any officer may resign at any time by giving written notice of such resignation to the Manager. Unless otherwise specified in such written notice, such resignation will take effect upon receipt thereof by the Manager.

(c) Any officer may be removed either with or without cause, and a successor appointed, by the Manager.

(d) A vacancy in any office by reason of death, resignation, inability to act, disqualification, removal, or any other cause, will be filled for the remaining portion of the term by the Manager.

(e) The President will be the Chief Executive Officer of the Company and, subject to the direction of the Manager, will have general charge of the business, affairs and property of the Company, and general supervision over its officers and agents. In general, he/she will perform all duties incident to the office of President, and will see that all orders and resolutions of the Manager are carried into effect. Oscar I. Rivera Rivera is hereby designated as the initial President.

(f) In the absence of the President or in event of his/her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Manager. Frankie López is hereby designated as the initial Vice-President.

(g) The Secretary will:

(i) If called upon to do so, record all the proceedings of the meetings of the Members and the board of Managers in a book to be kept for that purpose and prepare the Minutes of each and every meeting, which Minutes shall be distributed among those present at the meeting for approval prior to their filing in the corporate book;

(ii) Cause all notices to be duly given in accordance with the provisions of this Agreement and as required by statute;

(iii) See that the books, reports, statements, certificates and all other documents and records of the Company required by statute are properly kept and filed;


(iv) In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Manager.

Frankie López is hereby designated as the initial Secretary.

(a) The Treasurer will:

(i) Have charge of and supervision over and be responsible for the funds, securities, receipts and disbursements of the Company.

(ii) Cause the monies and other valuable effects of the Company to be deposited in the name and to the credit of the Company in such banks and other financial institutions as the Manager may select.

 (iii) Cause the funds of the Company to be disbursed by checks or drafts, with such signatures as may be authorized by the Manager, upon the authorized depositories of the Company, and cause to be taken and preserved proper vouchers for all monies disbursed.

(iv) Render to the Manager whenever requested, a statement of the financial condition of the Company, and render a full financial report at the meeting of Members if called upon to do so.

(v) Keep the books of account of all the business and transactions of the Company.

(vi) Be empowered to require from all officers or agents of the Company reports or statements giving such information as he/she may desire with respect to any and all financial transactions of the Company.

(vii) In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board.

Oscar I. Rivera is hereby designated as the initial Treasurer.”


3. Schedule I – Membership Interest. Schedule I of the Operating Agreement is hereby amended to delete the reference to Cristina M. Soto Benítez and state that Oscar I. Rivera Rivera is the owner of 100% of the Membership Interest of the Company.

4. All Other Provisions Applicable. All of the terms, conditions, covenants and undertakings of the Operating Agreement not expressly amended, substituted or otherwise revoked by the terms hereof, remain in full force and effect.

5. No Novation. The foregoing modifications shall not be construed nor do they constitute a novation of the Operating Agreement or the documents executed and/or delivered in connection therewith.

6. Inconsistent Terms. If any provision of this Agreement is inconsistent or conflicts with any provision of the Operating Agreement, the relevant provision of this Agreement shall prevail and be paramount.

IN WITNESS WHEREOF, the undersigned, as sole Member of the Company, executes this Agreement as of the date first above written.



Oscar I. Rivera Rivera

Enclosure 5

CERTIFICATE OF RESOLUTION

The undersigned, whose name and personal circumstances are hereinafter mentioned, in his capacity of Secretary of **OMEGA ENGINEERING, LLC** (hereinafter the "Company"), a limited liability company organized and existing under the Commonwealth of Puerto Rico, under oath

CERTIFIES

That at a Meeting of the Board of Directors of the Company was held on March 11, 2016 at which meeting the regular quorum prescribed by law was present and acting throughout, the following resolution was introduced and approved:

"IT IS RESOLVED, that Mr. Oscar Iván Rivera Rivera (the "Authorized Representative"), as Manager and Sole Member of the Company, be and is hereby authorized and empowered on behalf of the Company to:

- a. Initiate and retain counsel on behalf of the Company for any claim/dispute against the Republic of Panama under the United States-Panama Bilateral Investment Treaty and the United States-Panama Trade Promotion Agreement and carry out any and all corresponding notifications, representations and negotiations under the terms thereof that the Authorized Representative deems proper and convenient and in the best interest of the Company;
- b. Execute any and all documents and instruments which may be necessary or required in connection with the claim/dispute described above, as determined by the Authorized Representative, including, without limitation, any and all documents, instruments, agreements, contracts, notes, guaranties, waivers, and public deeds."


THE UNDERSIGNED CERTIFIES that the above transcribed resolution is in full force and effect and that the same has not been amended in any form whatsoever.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Resolution to be signed in San Juan, Puerto Rico, this 11th day of March, 2016.



OMEGA ENGINEERING, LLC

By: _____


FRANKIE J. LOPEZ
Secretary