LIMITED LIABILITY COMPANY AGREEMENT

OF

TACO & SUBS, LLC

This Limited Liability Company Agreement (this "**Agreement**") of TACO & SUBS, LLC (the "**Company**"), a limited liability company formed and registered pursuant to the Limited Liability Companies Act (As Revised) (the "**Act**"), is made and entered into on March 18, 2024 by the person(s) listed on the signature page(s) of this Agreement (the "**Initial Member(s)**" and, together with any other person admitted to the Company from time to time as a member pursuant to this Agreement, the "**Members**" and each a "**Member**").

It is agreed that:

1 **Formation**: The Company has been, or will be, formed as a Cayman Islands limited liability company by the filing of a registration statement pursuant to section 5(2) of the Act.

2 **Name**: The name of the Company shall be TACO & SUBS, LLC. The Company's name may be changed at any time by the Manager (defined below).

3 **Capacity**: With effect from the date of registration under the Act, the Company shall have the power to do all things necessary or convenient to carry on any business or affairs not prohibited by the laws of the Cayman Islands and the Company shall have the powers set out in section 9(4) of the Act.

4 **Financial Year:** The Company's financial year shall end on 31 December of each year or such other date as is determined by the Manager from time to time.

5 **Duration**: The Company is formed for an unlimited duration. The Company shall be wound up in accordance with this Agreement or otherwise in accordance with the Act.

6 **Registered Office**: The Company's registered office is at the offices of Leeward Management Limited, PO Box 144, Suite 3119, 9 Forum Lane, Camana Bay, George Town, Grand Cayman, KY1-9006, Cayman Islands.

7 **Management**:

7.1 The initial manager (the **"Manager"**) is TACO Foundation of c/o Leeward Management Limited, PO Box 144, Suite 3119, 9 Forum Lane, Camana Bay, George Town, Grand Cayman, KY1-9006, Cayman Islands.

7.2 The management of the Company shall be vested exclusively in the Manager, who shall have the exclusive power and authority, on behalf of the Company, to take any action of any kind not inconsistent with this Agreement or the Act and to do any and all acts which are deemed necessary or convenient to or for the furtherance of the purposes of the Company.

7.3 Subject to clause 7.6, where more than one Manager is appointed, references in this

Agreement to the Manager shall be deemed to be references to each Manager, each of whom may act individually, acting in its sole discretion, without the consent of any other Manager to bind the Company. For the avoidance of doubt, the Manager shall manage the Company to the exclusion of any other persons (including any Member who is not a Manager) and, subject to clause 8, no person may bind the Company other than a Manager acting under the express authority granted pursuant to this Agreement.

7.4 The Manager is authorised to execute, deliver and file, in the name of and on behalf of the Company, any and all documents, agreements, certificates, receipts, instruments, forms, letters or similar documents and to do or cause to be done any other actions as the Manager may deem necessary or desirable, except as may be limited by the Act or the terms of this Agreement.

7.5 The Member, or where more than one Member, the Members acting by a majority in number (defined below), at any time, may: (i) remove any Manager; and/or (ii) appoint any person to act as a replacement or additional Manager.

7.6 The Manager, or where more than one Manager is appointed, the Managers acting by a majority in number, may appoint any other person to act as a replacement or additional Manager.

7.7 The Manager's sole duty in exercising, or performing, any rights, authorities or obligations in connection with the management of the Company shall be to act in good faith and, in fulfilling its duties, the Manager may take into account such factors as it deems appropriate or necessary. The Manager shall not be subject to any other or different standard and, to the extent that, at law or in equity, the Manager has duties (including fiduciary duties) and liabilities, all such duties and liabilities are replaced by the duties and liabilities of the Manager expressly set out in this Agreement.

8 **Officers**: The Manager may, in its discretion, appoint such officers of the Company as the Manager may deem necessary or advisable (each an "**Officer**"), on such terms as may be determined by the Manager and with such powers and authorities as may be delegated to such Officer by the Manager. Officers shall be subject to removal by the Manager at any time. To the extent delegated by the Manager, the Officers shall have the authority to act on behalf of, bind and execute and deliver documents in the name and on behalf of the Company, except as may be limited by the Act or the terms of this Agreement. No such delegation shall cause the Manager to cease to be manager of the Company nor cause an Officer to be a Manager.

9 **Capital Contributions**: The Initial Member, and each additional Member admitted as a member to the Company, agrees to contribute US$1.00 to the Company. A Member shall contribute such additional amounts as agreed between such Member and the Company in writing from time to time. Capital contributions may be made in cash or in kind.

10 **Liability of Members**: (a) The liability of a Member to contribute to the assets of the Company shall be limited to the amount that the Member has undertaken to contribute to the

Company pursuant to clause 9; and (b) a Member shall not have any liability for the obligations or liabilities of the Company except and to the extent provided by the Act and this Agreement.

11 **Capital Accounts and Allocations of Profits and Losses**: A capital account shall be maintained for each Member which shall be credited with all contributions made by such Member and debited with all distributions made to such Member. In addition, profits and losses of the Company attributable to investments of the Company shall be allocated to each Member's capital account pro rata in accordance with the Members' respective interests in the Company determined by reference to their respective capital account balances from time to time or, where agreed by Members, by reference to an agreed percentage (in each case, a Member's "**Interest**"), provided that nothing in this provision shall have effect to impose or otherwise place any liability on any Member for the debts or obligations of the Company. In kind contributions and distributions shall be credited or debited to the relevant capital account at a value to be determined by the Manager in its sole discretion.

12 **Distributions**: Subject to section 25 of the Act, distributions may be made to the Member(s) from their respective capital accounts at such times and in such amounts as determined by the Manager. Any distributions pursuant to this clause constituting a return of the whole or any part of the contribution of any Member shall be made pro rata to the aggregate contributions of all Members. Any other distributions pursuant to this clause shall be made to Members pro rata to their Interests. Distributions may be made to a Member in cash or in kind and may not exceed the amount standing to the credit of such Member's capital account.

13 **Admissions, Assignments and Security Interests**:

13.1 The Company may:

(a) admit additional or other persons as Members;

(b) authorise the transfer or the assignment of the whole or any portion of a Member's interest; or

(c) approve the granting of a security interest over the whole or any portion of a Member's interest,

in each case, on such terms and at such times as the Manager may approve in its sole discretion.

13.2 A person shall be admitted as a Member upon the execution by or on behalf of such person of an agreement or instrument in a form satisfactory to the Manager pursuant to which such person agrees to become a Member and be bound by the terms of this Agreement.

13.3 The names and prescribed details of all persons admitted as Members shall be recorded in the Company's register of Members. The register of Members shall be maintained by the Company at the Company's registered office.

13.4 Membership interests shall be recorded in book-entry form only and no certificates shall be issued.

13.5 For the avoidance of doubt, no person shall be admitted as a Member, nor shall any interest in the Company be transferred or assigned, nor shall any security interest be granted over the whole or any portion of a Member's interest in the Company, without the consent of the Manager.

14 Member Consents and Duties:

14.1 Any vote or consent of Members required pursuant to this Agreement or the Act shall be given in writing and shall be passed or consented to if passed or consented to by a majority in number of the Members entitled to vote or consent on the matter.

14.2 No consent of any Member shall be required with respect to the admission of any person as a Member, the assignment of the whole or any portion of a Member's interest in the Company, nor the granting of a security interest over the whole or any portion of another Member's interest.

14.3 Each person who is a Member, in such person's capacity as member of the Company, shall owe no duty (fiduciary or otherwise) to the Company or any other Member and shall be afforded the protections set out in section 26(5) of the Act.

15 **Withdrawals**: No Member may withdraw as a member of the Company other than as provided in this Agreement. A Member may withdraw from and cease to be a member of the Company only with the consent of the Manager. Any such withdrawal shall be made upon such terms as the Member may agree with the Manager.

16 **Indemnification/Exculpation**: Each Manager and each Officer (each an "**Indemnified Person**") shall, to the maximum extent permitted by law, be indemnified out of the assets of the Company against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this clause unless or until a court of competent jurisdiction shall have made a finding to that effect.

17 **Winding up**:

17.1 The Company shall be wound up voluntarily: (i) upon a determination by the Manager to wind up the Company; or (ii) upon the affirmative vote or written consent of at least two- thirds in number of the Members.

17.2 The Company may apply to the Registrar of Limited Liability Companies to be struck off if at any time the Manager determines, in its sole discretion, that the Company is no longer carrying on business or is otherwise not in operation and, upon being struck, it will dissolve.

17.3 The Company, otherwise, may be wound up in such circumstances as provided for in the Act.

18 **Amendment**: This Agreement may only be amended in whole or in part by a written instrument executed by the Members.

19 **Severance**: If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

20 **Electronic Transactions Act**: Sections 8 and 19(3) of the Electronic Transactions Act (As Revised) shall not apply to this Agreement.

21 **Merger and Consolidation**: The Company may, with the approval of the Manager, merge or consolidate with one or more other entities in accordance with the Act.

22 **Transfer by Way of Continuation**: Subject to the provisions of the Act, the Company may, with the approval of the Manager, be registered by way of continuation as a foreign entity (with separate legal personality) under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

23 **Third Party Rights**: Subject to the Act, a person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement except that each Officer may in their own right enforce the provisions of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised), as amended, modified, re-enacted or replaced. The consent of any person who is not a party to this Agreement (including, without limitation, any Officer who is not otherwise a Member) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

24 **Governing Law**: This Agreement shall be governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

[*signature page follows*]

In witness whereof this Agreement has been executed by the undersigned on the date first set out above.

EXECUTED by

TACO Foundation, as Member



Name: Glenn Kennedy
Authorized Signatory of the Member

Address: PO Box 144, Suite 3119, 9 Forum Lane
Camana Bay, George Town, Grand Cayman
KY1-9006, Cayman Islands

TACO Foundation, as Manager



Name: Glenn Kennedy
Authorized Signatory of the Manager

Address: PO Box 144, Suite 3119, 9 Forum Lane
Camana Bay, George Town, Grand Cayman
KY1-9006, Cayman Islands