

LLC MEMBERSHIP INTEREST AGREEMENT
FOUNDATION REALTY PARTNERS LLC

This Membership Interest Agreement (the "Agreement") is entered into and effective as of August 14, 2026 (the "Effective Date"), by and among the undersigned members (each a "Member" and collectively the "Members") of FOUNDATION REALTY PARTNERS LLC, a limited liability company organized under the laws of the State of Maryland (the "Company").

RECITALS

WHEREAS, the Members hold membership interests in the Company as follows:

- A. Leonardo Ruiz Eslava holds a 30% membership interest in the Company;
- B. Ana Maria Ruiz Estrella holds a 20% membership interest in the Company;
- C. Santiago Davila Ortega holds a 50% membership interest in the Company;

WHEREAS, the Members desire to set forth their respective membership interests in the Company and certain terms governing their relationship as Members;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members agree as follows:

1. MEMBERSHIP INTERESTS

The Members' respective ownership interests in the Company (the "Membership Interests") are as set forth below, and shall remain in effect unless modified by a written amendment signed by all Members:

MEMBER NAME	MEMBERSHIP INTEREST
Leonardo Ruiz Eslava	30%
Ana Maria Ruiz Estrella	20%
Santiago Davila Ortega	50%
Total	100%

2. ALLOCATION OF PROFITS AND LOSSES

All profits, losses, and distributions of the Company shall be allocated among the Members in proportion to each Member's Membership Interest percentage as set forth in Section 1, unless otherwise agreed in writing by all Members.

3. VOTING RIGHTS

Each Member shall have voting rights in proportion to their respective Membership Interest percentage. Matters requiring a vote of the Members shall be decided by Members holding a majority of the Membership Interests, unless a greater threshold is required by the Company's Operating Agreement, applicable law, or this Agreement.

4. MANAGEMENT

The Company shall be managed by its Members (member-managed), each of whom shall have authority commensurate with their Membership Interest and any Operating Agreement of the Company, unless the Members designate a manager or managers by written agreement.

5. TRANSFER OF INTERESTS

No Member shall sell, assign, transfer, pledge, or otherwise dispose of all or any portion of their Membership Interest without the prior written consent of the other Members, except as otherwise permitted under the Company's Operating Agreement.

6. WITHDRAWAL OR DISSOCIATION

In the event a Member withdraws, is removed, or otherwise ceases to be a Member of the Company, the remaining Members shall determine the treatment of that Member's Membership Interest in accordance with the Company's Operating Agreement and applicable Maryland law.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior discussions or agreements, whether oral or written. This Agreement may only be amended by a written instrument signed by all Members.

IN WITNESS WHEREOF, the undersigned Members have executed this Agreement as of the Effective Date first written above.

X _____

Leonardo Ruiz Eslava

Member — 30% Membership Interest

Date: _____

X _____

Ana Maria Ruiz Estrella

Member — 20% Membership Interest

Date: _____

X _____

Santiago Davila Ortega

Member — 50% Membership Interest

Date: _____