IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO. FSD of 2026

IN THE MATTER OF THE COMPANIES ACT (2026 REVISION)

AND IN THE MATTER OF MOOLEC SCIENCE SA

WINDING UP PETITION

To: the Grand Court of the Cayman Islands

The humble petition of **LINKLATERS LLP** at 1290 Avenue of the Americas, New York, NY 10104, U.S.A. (the **"Petitioner"**) shows that:-

1. Moolec Science SA (the **"Company"**) is a Cayman Islands holding company registered on 22 May 2025 by way of continuation under the laws of the Cayman Islands with registration number 421988 and an authorised share capital of CI$4,099,999,983.60.

2. The Company is involved in the business of genetically modifying plants. Its business is based primarily in Argentina but also includes operations and assets in Finland,

Brazil and the United States. Its registered office is at Ogier Global (Cayman) limited, 89 Nexus Way, Camana Bay, Grand Cayman, KY1-1009, Cayman Islands.

3. The Petitioner is a multinational limited liability partnership that operates a business as one of the world's premier global law firms. It advises the world's leading corporates, banks and funds on their most complex legal matters.

The Debt

4. The Petitioner is a substantial creditor of the Company as a result of work undertaken pursuant to a series of engagement letters entered into between the Petitioner and the Company between 20 January 2023 and 22 January 2025 (the "**Engagement Letters**"), by which the Petitioner agreed to provide legal services to the Company.

5. The Engagement Letters provided that the Company's instructions to, or continued instruction of, the Petitioner in relation to the relevant transaction would constitute acceptance of their terms.

6. The Engagement Letters exhibited and incorporated the Petitioner's International Terms of Business (the "**ITOB**"). In particular, section 4.1 of the ITOB provided that, "*Where applicable laws allow, we reserve the right to charge interest, calculated on a daily basis at three per cent above Base Rate (or, where a late payment interest rate is provided by the relevant legislation, at the rate set out in such legislation) or to exercise a lien over any monies or documents in our possession in relation to bills that are not paid within that time.*"

7. The Petitioner provided legal services and issued invoices to the Company pursuant to the Engagement Letters, as set out in the Table at Appendix A. All the amounts invoiced as set out in the Table remain unpaid in full save for the two partial payments of US$42,631.07 on 13 January 2025 and US$10,000 on 27 February 2025 specified in respect of the 14 July and 4 August 2023 Engagement Letters. The total principal outstanding on the invoices is US$2,115,173.88 (the "**Principal**").

8. As at the date of this Petition, interest of US$187,383.19 has accrued in accordance with the ITOB at a rate of 3 per cent (3%) above the applicable base rate (together with the Principal, the "**Debt**"). Attached at Appendix B is a Table of the outstanding invoices with the interest calculations.

9. The total Debt due as at the date of this Petition is therefore US$2,302,557.07. Interest is continuing to accrue at a rate of US$423.00 per day.

<u>Attempts to recover the Debt</u>

10. In November 2025, the Petitioner engaged a debt collector, Valer Enterprises Inc ("**Valer**"), to attempt to recover the Principal and interest accrued as at that date. In response to emails from Valer, Gloria Montaron Estrada, legal counsel of the Company, by email dated 2 December 2025 (the "**December Email**"), raised queries on certain of the invoices, stating that "*Moolec's new management did not accept the following invoices for the reasons outlined herein.*" Ms Montaron's objections are set out further in the Table at Appendix A. For the reasons set out below, the Petitioner does not accept that the invoices which Ms Montaron has queried are disputed bona fide or on substantial grounds.

11. The total outstanding amount of US$1,477,945.11 was (until the Company's most recent letter of 16 June 2026 discussed further below), accepted to be due by the Company. Ms Montaron accepted this in an email dated 11 December 2025, in which she stated: "*our outstanding is $1,477,945.11.*" Despite accepting that this was due, Ms Montaron on behalf of the Company offered to pay US$15,000 per month commencing on 1 January 2026, with the remainder of the debt to be paid when the Company had completed a capital increase. This proposal was not satisfactory to the Petitioner.

12. The invoices which the Company queried in the correspondence with Valer total US$637,228.77 (the "**Balance**").

Statutory Demand and Correspondence

13. On 15 May 2026, the Petitioner served a statutory demand on the Company seeking settlement by the Company of the Principal plus the interest accrued thereon as at that date, being US$167,065.11 (the "**Statutory Demand**").

14. The Company responded to the Statutory Demand by two letters. In the first letter dated 4 June 2026, it outlined its dispute in respect of the Balance and in the second letter, it disputed that it owed any of the Debt. Despite asserting in the most recent letter that the entirety of the Debt was disputed, the Company has put forward no genuine or substantial dispute on the Balance or on the Debt. The Debt remains unpaid in full. Further, the correspondence with the Company indicates that it is unable to pay the Debt.

<u>Winding Up Application</u>

15. By reason of the above the Petitioner is a creditor with standing to present a winding up petition against the Company pursuant to s. 94(b) of the Companies Act (2025 Revision) (the "**Act**").

16. The Company is unable to pay its debts and should be wound up by the Court pursuant to section 92(d) of the Act.

17. The Petitioner nominates Margot MacInnis and John Royle of Grant Thornton Specialist Services (Cayman) Limited, 3rd floor Century Yard, Cricket Square, PO Box 765, Grand Cayman KY1-9006, Cayman Islands to be the Joint Official Liquidators of the Company.

Your Petitioner(s) therefore humbly pray(s) that:-

(1) The Company be wound up in accordance with the Act.

(2) Margot MacInnis and John Royle of Grant Thornton Specialist Services (Cayman) Limited, 3rd floor Century Yard, Cricket Square, PO Box 765, Grand Cayman KY1-9006, Cayman Islands be appointed as Joint Official Liquidators of the Company (the "**JOLs**").

(3) The JOLs shall not be required to give security for their appointment.

(4) The JOLs have liberty to apply.

(5) The Petitioner's costs shall be paid out of the assets of the Company as an expense of the liquidation, such costs to be taxed if not agreed with the JOLs.

AND your Petitioner will ever pray etc.

Dated the 2nd day of July 2026

Filed the 2nd day of July 2026

Claritas Legal Limited

Claritas Legal Limited

Attorneys-at-Law for the Petitioner

NOTE: This petition is intended to be served on the Company's registered office, at Ogier Global (Cayman) limited, 89 Nexus Way, Camana Bay, Grand Cayman, KY1-1009, Cayman Islands.

This Petition was presented by Claritas Legal Limited, Attorneys for the Petitioner, whose address for service is Unit 6 Commercial Centre, 454 Eastern Avenue, Grand Cayman, Cayman Islands (Ref: Alexia Adda; alexia@claritaslegal.com).

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this petition will take place at the Law Courts, George Town, Grand Cayman, on at 10.00am.

Any correspondence or communication with the Court relating to the hearing of this petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, telephone 345 949 4296.

APPENDIX A				
Engagement Letters	**Work Undertaken**	**Execution**	**Invoices**	**Purported Dispute**
1 March 2003 EL L-335710	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed 7 March 2023	23 December 2024: US$25,000	
7 July 2023 (EL-333918)	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed 7 July 2023	18 December 2023: US$65,000	
14 July 2023 4 August 2023 (EL L-339914)	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed 17 July 2023 Executed 8 August 2023	31 October 2023: US$181,132 *Paid*: 13 January 2025: US$42,631.07 27 February 2025: US$10,000 *Outstanding*: US$128,500.93	

4 September 2023 (EL L-341384)	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	The Company's General Counsel instructed the Petitioner to conduct the work in the Engagement letter by email of 2 October 2023	31 October 2023: US$65,778.13	
6 November 2023 (EL-333918)	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Email agreement of 6 November 2023	30 November 2023: US$10,000	
8 March 2024 (EL L-350488)	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed 4 June 2024	25 September 2024: US$85,000	

<u>3 May 2024</u> <u>(EL-333918)</u>	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	The Company instructed the Petitioner conduct the work described in the Engagement Letter	25 September 2024: US$50,000 16 December 2024: US$50,000 11 March 2025: US$50,000 11 June 2025: US$50,000 24 September 2025: US$50,228.77	In the December Email, Ms Montaron stated that the Company disputed the fifth invoice of 24 September 2025, on the basis that "*The new management appointed in June 2025 has not engaged LL for the ongoing reporting*". The Petitioner, through Valer, responded that there was "*an engagement letter with Moolec's previous management that called for quarterly billing of $50k for this SEC reporting. This work continued post the change in management and in accordance with past practice. [The Petitioner] incurred fees far greater than $50k but issued the discounted bill at $50k.*"
<u>2 October 2024</u> <u>(EL L-354043)</u>	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed 4 October 2024	27 November 2024: US$75,000	
<u>10 December 2024</u> <u>(EL-333918)</u>	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed by the Company instructing the Petitioner to perform the work prescribed	29 January 2025: US$55,000 30 April 2025: US$55,666.05	

4 December 2024 (EL L-355912)	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed by the Company's CFO accepting the terms of the email engagement, the ITOB applying thereto	30 April 2025: US$75,000	
22 January 2025 (EL L-359058)	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed 3 February 2025	30 April 2025: US$8,000	

<u>23 January 2025 (EL L-357372 - P3); 26 February 2025 (EL L-357372 - P1 and P2); 2 April 2025 (EL L-357372 – P4 and P5)</u>	The Petitioner acted as the Company's U.S. counsel in relation to a proposed transaction referred to as Project Backbeat.	Executed 23 January 2025, 28 February 2025 and 2 April 2025, respectively	31 July 2025: US$515,000 21 November 2025: US$487,000	In the December Email, Ms Montaron stated that the Company disputed the 21 November 2025 invoice on the basis that *"An interim bill for USD 515k (L-357372) was issued pursuant to the three engagement letters signed by Moolec's former management in connection with the Backbeat project, each of which included a CAP that, in aggregate, totals USD 515k. These new invoices have not been approved by the new management, as they fall outside the scope of the executed engagement letters. Only the interim invoice relates to the Backbeat project".* The Petitioner, through Valer, responded that *"Almost all of this work was out of scope. As acknowledged by the previous administration, which most of the assumptions of the deal flow, rendering overrages are above the cap liable. Sartori (majority shareholder) and Alejandro (CEO) were aware. We had made a payment plan offer to not charge the $487k if Moolec agreed a reasonable payment plan with us by a certain date. That date passed and therefore our offer to not charge that $487k also lapsed".*

<u>9 April 2025</u> <u>(EL-333918)</u>	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed 14 April 2025	Two dated 30 April 2025: (i) US$25,000 (ii) US$15,000 Two dated 11 June 2025: (i) US$50,000 (ii) US$50,000 24 September 2025: US$45,000	In the December Email, Ms Montaron stated that the Company disputed the invoice dated 24 September 2025, on the basis that "*the S-8 and F-3 amendments filed in August 2025 were not prepared with [the Petitioner]. The new management of Moolec engaged a new U.S. external counsel.*" The Petitioner, through Valer, responded that "*We have an EL and had prepared those amendments and were ready to file them; however, Moolec ran into an acctg problem which initially precluded filing with the SEC. The new firm largely used [the Petitioner's] docs to file with the SEC. In rounds of discussions with the SEC we were told there was no mistake with the documents but the SEC wanted addl disclosure*" In the December Email, Ms Montaron stated that the Company disputed the invoice dated 11 June 2025 on the basis that *"[The Petitioner] agreed not to invoice this EGM because the proposals for the previous EGM convened in December were incorrectly drafted by LL, and the SEC requested that a new EGM be called. [The Petitioner] therefore committed not to charge for this one."* The Petitioner through Valer, responded "*This EGM was not incorrectly drafted by [the Petitioner]. There was a different EGM… that we did not charge for, not this one. New EGMs were needed for both the reversed stock split and the migration from Lux to Caymen (sic.).*"

9 April 2025 (EL L-357372)	The Petitioner acted as the Company's U.S. counsel in relation to various corporate matters.	Executed 14 April 2025	11 June 2025: US$25,000	

APPENDIX B – INTEREST CALCULATION TABLE

Moolec Outstanding Invoices and interest charges
In accordance with section 4 of Linklaters ITOB, interest below is calculated at 3% above Base rate

			Total	*+30 days from inv date*		(a)	thru July 2, 2026		Undisputed		Disputed	
Matter		Billing documen	Debt amount $	Document date	Interest starts Accruing on…	Interest Rate	Days Elapsed to 7/2/2026	Interest Charge	Debt	Interest *thru 7/2/26*	Debt	Interest *thru 7/2/26*
L-355912	Moolec SEPA Transaction	7002034892	75,000.00	04/30/2025	5/30/2025	7.25%	398	5,929	75,000.00	5,929.11		
L-333918	Moolec Ongoing Reporting	7002031211	10,000.00	11/30/2023	12/30/2023	8.25%	915	2,068	10,000.00	2,068.15		
L-333918	Moolec Ongoing Reporting	7002031333	65,000.00	12/18/2023	1/17/2024	8.25%	897	13,179	65,000.00	13,178.53		
L-333918	Moolec Ongoing Reporting	7002033118	50,000.00	09/25/2024	10/25/2024	8.00%	615	6,740	50,000.00	6,739.73		
L-333918	Moolec Ongoing Reporting	7002033718	50,000.00	12/16/2024	1/15/2025	7.75%	533	5,659	50,000.00	5,658.56		
L-333918	Moolec Ongoing Reporting	7002033992	55,000.00	01/29/2025	2/28/2025	7.50%	489	5,526	55,000.00	5,526.37		
L-333918	Moolec Ongoing Reporting	7002034303	50,000.00	03/11/2025	4/10/2025	7.50%	448	4,603	50,000.00	4,602.74		
L-333918	Moolec Ongoing Reporting	7002034907	25,000.00	04/30/2025	5/30/2025	7.25%	398	1,976	25,000.00	1,976.37		
L-333918	Moolec Ongoing Reporting	7002034908	55,666.05	04/30/2025	5/30/2025	7.25%	398	4,401	55,666.05	4,400.67		
L-333918	Moolec Ongoing Reporting	7002034910	15,000.00	04/30/2025	5/30/2025	7.25%	398	1,186	15,000.00	1,185.82		
L-333918	Moolec Ongoing Reporting	7002035092	50,000.00	06/11/2025	7/11/2025	7.25%	356	3,536	50,000.00	3,535.62		
L-333918	Moolec Ongoing Reporting	7002035093	55,000.00	06/11/2025	7/11/2025	7.25%	356	3,889			55,000.00	3,889.18
L-333918	Moolec Ongoing Reporting	7002035094	50,000.00	06/11/2025	7/11/2025	7.25%	356	3,536	50,000.00	3,535.62		
L-333918	Moolec Ongoing Reporting	7002035934	50,228.77	09/24/2025	10/24/2025	7.00%	251	2,418			50,228.77	2,417.86
L-333918	Moolec Ongoing Reporting	7002035935	45,000.00	09/24/2025	10/24/2025	7.00%	251	2,166			45,000.00	2,166.16
L-335710	Moolec Science Synthetic ATM F	7002033779	25,000.00	12/23/2024	1/22/2025	7.75%	526	2,792	25,000.00	2,792.12		
L-339914	Insud NPA	7002031006	181,132.00	10/31/2023	11/30/2023	8.25%	945	38,689	181,132.00	38,689.05		
L-339914	Insud NPA	7002031006	(42,631.07)	01/31/2025	3/2/2025	7.50%	487	(4,266)	(42,631.07)	(4,266.03)		
L-339914	Insud NPA	7002031006	(10,000.00)	02/27/2025	3/29/2025	7.50%	460	(945)	(10,000.00)	(945.21)		
L-341384	Moolec-BIOX Note Purchase Agr	7002031007	65,778.13	10/31/2023	11/30/2023	8.25%	945	14,050	65,778.13	14,049.94		
L-350488	Moolec 2024 ESOP & S-8	7002033119	85,000.00	09/25/2024	10/25/2024	8.00%	615	11,458	85,000.00	11,457.53		
L-354043	Moolec Form F-3 Sept 2024	7002033590	75,000.00	11/27/2024	12/27/2024	7.75%	552	8,790	75,000.00	8,790.41		
L-357372	Project Backbeat	7502003518	25,000.00	06/11/2025	7/11/2025	7.25%	356	1,768	25,000.00	1,767.81		
L-357372	Project Backbeat	7502003578	515,000.00	07/31/2025	8/30/2025	7.00%	306	30,223	515,000.00	30,222.74		
L-357372	Project Backbeat	7502003752	487,000.00	11/21/2025	12/21/2025	6.75%	193	17,382			487,000.00	17,381.90
L-359058	Moolec – Award Agreements Rev	7002034884	8,000.00	04/30/2025	5/30/2025	7.25%	398	632	8,000.00	632.44		
			2,115,173.88					187,383.19	1,477,945.11	161,528.09	637,228.77	25,855.10